



**CITY OF DUBUQUE, IOWA
CITY COUNCIL MEETING**
Historic Federal Building: 350 W. 6th
Street - Second-Floor Council
Chambers.
December 1, 2025 at 6:30 PM

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

PROVIDING VIRTUAL PUBLIC INPUT

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ROLL CALL ORDER FOR MEETING

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

REGULAR SESSION

6:30 PM

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Grand River Center Receives National Recognition from EXHIBITOR Magazine

The Grand River Center will be recognized for being named one of North America's Best Convention Centers in the 2026 EXHIBITOR Magazine Centers of Excellence Awards. The article can be viewed online at:

<https://www.exhibitoronline.com/news/article.asp?ID=24764>

PROCLAMATIONS

1. **Eradication of Generational Poverty Month (December 2025)**
On behalf of the Fountain of Youth Program.
2. **Human Rights Day (December 10, 2025)**
On behalf of the Human Rights Commission and Human Rights Department.

CONSENT ITEMS

1. **Minutes and Reports Submitted**
City Council Proceedings of November 17, 2025; Cable TV Commission of March 5, 2025; Community Development Advisory Commission of September 3, 2025; Human Rights Commission of October 14, 2025; Library Board of Trustees Update of September 25, 2025; Transit Advisory Board of September 11, 2025; Zoning Board of Adjustment of October 23, 2025; Proof of Publication for City Council Proceedings of November 3, 2025; Proof of Publication for expenditure reports presented at the November 3, 2025 City Council meeting.
Suggested Disposition: Receive and File
2. **Notice of Claims and Suits**
Julio Ricardo Vega Chacon for vehicle damage.
Suggested Disposition: Receive and File; Refer to City Attorney
3. **Disposition of Claims**
Johnny Hill for vehicle damage; Mark Stender 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. **Fiscal Year 2025 City Street Financing Report**
City Manager transmitting the annual City Street financing report that has been filed with the Iowa Department of Transportation.
Suggested Disposition: Receive and File
6. **Fiscal Year 2025 Iowa Urban Renewal Annual Report**
City Manager recommending approval of the Fiscal Year 2025 Iowa Urban Renewal Report for the City of Dubuque.
RESOLUTION Approving The Fiscal Year 2025 Urban Renewal Report For The City Of Dubuque
Suggested Disposition: Receive and File; Adopt Resolution(s)
7. **FY 2027 Annual Tax Increment Financing Report**

City Manager transmitting the Annual Tax Increment Financing Report that has been filed with the Dubuque County Auditor.

Suggested Disposition: Receive and File

8. bizTimes.biz Article on Building Permits

City Manager providing a copy of a bizTimes.biz article highlighting the increase in building permits issued.

Suggested Disposition: Receive and File

9. Recommendation to Approve the Arts & Cultural Affairs Advisory Commission Grants Modification

City Manager recommending City Council approve the FY27 modifications as recommended by the Arts & Cultural Affairs Advisory Commission and the Arts & Cultural Affairs Advisory Commission Grants Committee.

Suggested Disposition: Receive and File; Approve

10. Community Development Block Grant (CDBG) FY26 Annual Action Plan Amendment #1

City Manager recommending City Council approve the FY2026 Annual Action Plan Amendment #1 as recommended by the Community Development Advisory Commission.

RESOLUTION Adopting The Fiscal Year 2026 (Program Year 2025) Community Development Block Grant (CDBG) Annual Action Plan Amendment #1

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

11. Lead Poisoning Prevention and Healthy Homes Funding and Agreement with the Visiting Nurse Association (VNA)

City Manager recommending City Council approval for a renewed agreement with the Dubuque Visiting Nurse Association for services related to the Childhood Lead Poisoning Prevention Program and Healthy Homes Program and to authorize the City Manager to sign the agreement.

Suggested Disposition: Receive and File; Approve

12. Interagency Agreement between the City of Dubuque and the Dubuque County Board of Health for Inspection of Pools, Spas and Tattoo Parlor Facilities in Dubuque County

City Manager recommending City Council approve the sub-contract between the City of Dubuque and the Dubuque County Board of Health for the inspection and enforcement of swimming pools and spas, and tattoo parlors to be effective July 1, 2025, through June 30, 2028 and authorize the City Manager to sign the agreement.

Suggested Disposition: Receive and File; Approve

13. 2026 DollarWise Innovation Grant Application

City Attorney recommending City Council ratification of the submitted application for the 2026 DollarWise Innovation Grant.

RESOLUTION Retroactively Authorizing The Filing Of An Application For The 2026 Dollarwise Innovation Grant With The United States Conference Of Mayors
Suggested Disposition: Receive and File; Adopt Resolution(s)

14. Urban Sustainability Directors Network (USDN) Grant Application

City Manager recommending City Council approve the submittal of the grant proposal to the USDN Catalyst Fund.

RESOLUTION Retroactively Authorizing The Filing Of An Application For The Catalyst Fund With Urban Sustainability Directors Network (USDN)
Suggested Disposition: Receive and File; Adopt Resolution(s)

15. Intent to Apply for City of Dubuque AmeriCorps Program

City Manager recommending City Council approval to submit the City of Dubuque's AmeriCorps grant application by the State of Iowa's deadline of December 8.

Suggested Disposition: Receive and File; Approve

16. Signed Contracts

563 Design, PLLC for the Fire Station Headquarters – Interior Remodel; A-L-L Equipment for Service and/or repairs; Business Telephone Supply for Maintenance to Iowa Street Parking Ramp – Elevator Phone Issue; Eastern Iowa Asphalt Maintenance Inc. for the Restripe Parking Ramps; Ellis Appliance for the Emergency Appliance Repairs for Transportation Services; Ehrlich Concrete & Excavating for the June Drive Storm Sewer and Intake Improvements; Evora Energy for the Fuel System Upgrade; Get Control for Get Control Academy Webinars; Knights of Columbus, Dubuque Council No. 510 for display in Washington Park; Musco Corporation DBQ Musco Sports Lighting, LLC for Services and fees for remote control links; Oak View Group for the Legislative Dinner; OPW Fuel Management Systems, Inc. for the Kerper Court Fuel Island EMV Service and Subscription; Origin Design Co. for the FY2025 City of Dubuque Water System Modeling; Overhead Door Company of Dubuque for Labor and/or installation; The Jetter Guy LLC to Provide inspections and service – Fats, oil and grease removal of great trap; Snow Removal Agreements with Adobos Mexican Grill, Cottingham and Butler, Department of Corrections, Fischer Companies, Graham Brothers, Grand Opera House, Hartig, Midwest One Bank, Miller Companies, Northeast Iowa Community College, Premier Bank, and United Way of Dubuque; Sunflower Enterprises, Inc. for the lease of Barge #23, 175x32x5; Valentine Construction Co. for Concrete Work in Port Ramp; Tschiggfrie Excavating for Terminal Street Lift Station Bypass Pumping; WHKS & Co. for the Track Line Sanitary Sewer Relocation Project – Phase One; Wiss, Janney, Elstner Associates, Inc. (WJE) for Proposal structural assessment and material studies for three Caldwell-era buildings at Eagle Point Park.

Suggested Disposition: Receive and File

ITEMS SET FOR PUBLIC HEARING

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

indicated.

1. Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Staver-Muench, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

City Manager recommending City Council adopt the attached Resolution setting a public hearing for December 15, 2025, on a proposed Development Agreement by and between the City of Dubuque, Iowa and Staver-Muench, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

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

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

Arts and Cultural Affairs Advisory Commission

One, 3-Year term through June 30, 2027 (Vacant At Large member who lives or works outside the cultural and entertainment district term of Loney-Bichell)

Applicants:

Ryan Arians, 1201 Madera St.

Rodrigo Marin, 2240 Central Ave.

Erin Martin, 2860 Danlin Ct.

Sarah Ndagire, 1536 Kehl Ct.

Resilient Community Advisory Commission

One, 3-Year term through July 1, 2028 (Vacant term of Evens)

Applicant:

Lucas Delaney, 1284 University Ave.

Zoning Board of Adjustment

One 5-Year term through March 25, 2026 (Vacant term of McCoy)

Applicant:

Ben Loeffelholz, 3180 Keokuk Crt.

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. Eagle Point Water Treatment Plant Roof Rehabilitation Project Public Hearing

Proof of publication on notice of public hearing to consider City Council adopt the resolution approving the plans, specifications, form of contract, and estimated cost of \$500,000 for the Eagle Point Water Treatment Plant Roof Rehabilitation Project, and City Manager recommending approval.

RESOLUTION Eagle Point Water Treatment Plant Roof Rehabilitation Project Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost

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

PUBLIC INPUT

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

ACTION ITEMS

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

1. Commercial Air Service Minimum Revenue Guarantee

City Manager providing follow-up information on the Commercial Air Service Minimum Revenue Guarantee and recommends City Council receive and file the information and be prepared to take final action at the December 15, 2025 City Council meeting.

Suggested Disposition: Receive and File; Place on December 15, 2025, Agenda

2. Fire Department FTE Increase and Fire Cost Recovery Fee

City Manager recommending City Council approval to create a Fire Cost Recovery Fee and to create 5 firefighter positions.

Suggested Disposition: Receive and File; Approve

3. Award of Public Improvement Construction Contract — Comiskey Park Phase 2 Redevelopment Project

City Manager recommending City Council adopt the attached resolution to approve the Comiskey Park Phase 2 Redevelopment Project and award the Public Improvement Construction Contract to Portzen Construction in the amount of \$2,515,000.00, 25.5% under the engineer's estimate.

RESOLUTION Awarding The Public Improvement Construction Contract For The

- 4. Repeal of Amendments to City Code Title 2, Chapter 5 - Housing Commission**
City Attorney and City Clerk recommending repeal of Ordinance 33-24, adopted on June 17, 2024, to undo the inadvertent deletion of some required language to Title 2, Chapter 5 of the code of ordinances.
ORDINANCE Amending City Of Dubuque Code Of Ordinances Title 2 Boards And Commissions, Chapter 5 Housing Agency And Community Development Commissions By Repealing Ordinance 33-24
Suggested Disposition: Receive and File; Motion B; Motion A
- 5. Proposed Amendment to Arts & Cultural Affairs Advisory Commission Ordinance Regarding Membership**
City Manager recommending City Council approval of the proposed amendment to the ordinance governing the City's Arts & Cultural Affairs Advisory Commission. The amendment seeks to address the current commissioner special qualifications.
ORDINANCE Amending City Of Dubuque Code Of Ordinances Title 2 Boards And Commissions, Chapter 8 Arts And Cultural Affairs Advisory Commission, Section 5 Membership
Suggested Disposition: Receive and File; Motion B; Motion A
- 6. Amending Tax Increment Ordinance 8-25 for the Dubuque Industrial Center Economic Development District, as amended by Version 2025.4 of the Amended and Restated Plan**
City Manager recommending City Council adopt a ordinance amending the most recent Ordinance 8-25 for the Dubuque Industrial Center Economic Development District ("District").
ORDINANCE Correcting And Amending Ordinance No. 8-25, Previously Amended, Providing That General Property Taxes Levied And Collected Each Year On All Property Located Within The Amended And Restated Dubuque Industrial Center Economic Development District Urban Renewal Area Of The City Of Dubuque, County Of Dubuque, State Of Iowa, By And For The Benefit Of The State Of Iowa, City Of Dubuque, County Of Dubuque, Dubuque Community School District, And Other Taxing Districts, Be Paid To A Special Fund For Payment Of Principal And Interest On Loans, Monies Advanced To And Indebtedness, Including Bonds Issued Or To Be Issued, Incurred By Said City In Connection With The Amended And Restated Dubuque Industrial Center Economic Development District Urban Renewal Redevelopment Project By Adding Subarea T To The Division Of Revenues
Suggested Disposition: Receive and File; Motion B; Motion A
- 7. Fire Department 2025-2030 Strategic Plan**
City Manager providing the Dubuque Fire Department's 2025-2030 Strategic Plan.
Suggested Disposition: Receive and File
- 8. Dubuque Historic Federal Building MEP Systems Recommendation of**

Selection of Professional Consultant Services

City Manager recommending City Council approval to select Shive-Hattery, Inc. as the consultant for the Historic Federal Building MEP Systems Assessment and New Systems Design and authorize the City Manager to negotiate a consultant agreement with Shive-Hattery, Inc.

Suggested Disposition: Receive and File; Approve

9. Housing Creation Incentives Staff Recommendations – Updated Matrix

City Manager recommending City Council approval of the attached resolution authorizing the City Manager to implement the updated housing creation incentives to support additional unit creation in Dubuque.

RESOLUTION Authorizing The City Manager To Offer And Amend Housing Development Incentives For City Of Dubuque Development Agreements

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

10. List of Iowa Economic Development Authority's 2025 Redevelopment Tax Credit Recipients from Dubuque

City Manager providing the list of successful applicants for the Iowa Economic Development Authority's 2025 Redevelopment Tax Credit Recipients for 2025.

Suggested Disposition: Receive and File

11. Updated Workforce Housing Handout

City Manager providing a copy of a handout explaining workforce housing and highlighting several workforce housing projects currently under construction in Dubuque. The handout will be mailed with City of Dubuque utility bills from December 17 through January 7.

Suggested Disposition: Receive and File

12. Ribbon-Cutting Ceremony for Dubuque County 911 Emergency Communications Center Video

A ribbon-cutting ceremony for the new Dubuque County Emergency 911 Communications Center, located at 7880 Chavenelle Rd., was held on November 6, 2025. A video recap of the event, produced by City of Dubuque Communications Office staff, will be shown. The video of the full event can be viewed at

https://youtu.be/eDglFDHj3eQ?si=4cOctWDhU_cgJ5WK

Suggested Disposition: Receive and File; Video

13. Videos of Eagle Point Park Projects

Communications Office staff will show two videos featuring recent improvement projects at Eagle Point Park. One video focuses on staff from the Parks and Recreation Department conducting tree trimming and pruning and the other video highlights concrete and paving repairs completed in partnership with the Public Works Department. The videos can be seen on the City's YouTube channel at:

https://youtu.be/lnK9126tR_w?si=R9DR_EapTx0CbNOh

<https://youtu.be/5v1HlStrClk?si=gtu5ci1jLRWNEHUc>

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.

**City of Dubuque
City Council**

PRESENTATIONS # 1.

ITEM TITLE: Grand River Center Receives National Recognition from EXHIBITOR Magazine

SUMMARY: The Grand River Center will be recognized for being named one of North America's Best Convention Centers in the 2026 EXHIBITOR Magazine Centers of Excellence Awards. The article can be viewed online at:
<https://www.exhibitoronline.com/news/article.asp?ID=24764>

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Memo 25-11-19 MVM GRC Recognized with EXHIBITOR Magazine Award



Grand River Center Named One of North America's Best Convention Centers by EXHIBITOR Magazine

From Rachel Clisch <Rachel.Clisch@oakviewgroup.com>

Date Mon 11/10/2025 10:34 AM

Cc Kyla Lindsey <kyla.lindsey@oakviewgroup.com>; Rachel Clisch <Rachel.Clisch@oakviewgroup.com>

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Grand River Center Named One of North America's Best Convention Centers by EXHIBITOR Magazine

* [CLICK HERE FOR LINK TO PHOTOS](#) *

(DUBUQUE, IA – November 10, 2025) Oak View Group, operators of the Grand River Center, announced today that the Grand River Center has been recognized as one of North America's *Best Convention Centers* in the 2026 EXHIBITOR Magazine Centers of Excellence Awards, honoring venues that set the standard for event service, innovation, and attendee experience.

This recognition showcases the Grand River Center's excellence across five key areas: facility functionality, event service and execution, location, upgrades and sustainability initiatives. The Grand River Center joins the top-performing venues nationwide being recognized for delivering amazing experiences for trade shows, conventions, and special events.

From our flexible event spaces showcasing stunning floor-to-ceiling riverfront views to our dedicated team ensuring every detail runs seamlessly, the Grand River Center continues to set the standard for events of every size. Perfectly positioned in the heart of the historic Port of Dubuque, our prime tri-state location along the Mississippi River places guests just minutes from local dining, boutique shopping, and nearby attractions. Making the Grand River Center a destination unlike any other.

"We're honored to be recognized as one of EXHIBITOR Magazine's 2026 Centers of Excellence." said General Manager Ryan Bonifas. "This award reflects the dedication of our incredible Oak View Group team and the strong partnerships we share with the City of Dubuque, Travel Dubuque, and our community. Together, we're proud to showcase Dubuque as a premier destination for meetings and events."

Being recognized with this award motivates the Grand River Center team to continue setting higher standards and creating unforgettable experiences for every client and guest. This honor reflects the team's unwavering dedication to excellence and their ongoing commitment to providing an unparalleled event experience along the scenic Mississippi River.

"Oak View Group does an exceptional job managing the Grand River Center. Their team consistently delivers first-class experience with professionalism and expertise. This recognition is well deserved, and the City of Dubuque is proud to partner with them in providing an outstanding experience for both residents and visitors." Said Matt Kalcevich, Director of Parks & Recreation, City of Dubuque

About Oak View Group

Oak View Group 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 in 2015, OVG is the leading developer of major new venues either open or under development across four continents. Visit [OakViewGroup.com](https://oakviewgroup.com), and follow OVG on [Facebook](#), [Instagram](#), [LinkedIn](#), and [X](#).

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CONTACT:

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

**City of Dubuque
City Council**

PROCLAMATIONS # 1.

ITEM TITLE: Eradication of Generational Poverty Month (December 2025)
SUMMARY: On behalf of the Fountain of Youth Program.
**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Proclamation



PROCLAMATION

WHEREAS, the Fountain of Youth Program was founded nine years ago and has planted its roots in the downtown community of Dubuque; and

WHEREAS, the Fountain of Youth Program aims to change mindsets and confront barriers that contribute to systemic poverty; and

WHEREAS, it is the goal of the Fountain of Youth program to eradicate generational and situational poverty from our community; and

WHEREAS, the greatest impact can be made through the joint efforts of community organizations, government, and the residents of the community.

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 DECEMBER 2025, AS

“ERADICATION OF GENERATIONAL POVERTY MONTH”

IN THE CITY OF DUBUQUE, IOWA

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 1st day of December 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC, City Clerk

2025: Submitted and accepted by: Caprice Jones, Fountain of Youth Program

2024: Submitted by Caprice Jones, The Fountain of Youth Program and accepted by Samantha Hastings.

2023: Submitted by Caprice Jones, The Fountain of Youth Program, caprice.jones@foydbq.org, 563.587.8316. Accepted by Sarah Coble.

2022: Submitted and accepted by: Caprice Jones, Fountain of Youth Program, caprice.jones@foydbq.org, 563-587-8316

**City of Dubuque
City Council**

PROCLAMATIONS # 2.

ITEM TITLE: Human Rights Day (December 10, 2025)
SUMMARY: On behalf of the Human Rights Commission and Human Rights Department.
SUGGESTED DISPOSITION:

ATTACHMENTS:
1. Proclamation



PROCLAMATION

WHEREAS, Human Rights Day is observed annually on December 10 to commemorate the adoption of the Universal Declaration of Human Rights by the United Nations General Assembly in 1948; and

WHEREAS, the City of Dubuque is committed to fostering an environment where all individuals—regardless of race, color, creed, national origin, religion, age, disability, sex, sexual orientation, or gender identity—are treated with respect and have equitable access to housing, employment, education, and public life; and

WHEREAS, in a year when state-level protections for certain groups have been narrowed, it is more important than ever for local communities to reaffirm their commitment to protecting and advancing human rights for all people; and

WHEREAS, Human Rights Day provides an opportunity to reflect on progress made, acknowledge the work still ahead, and celebrate the residents, organizations, and public servants who work each day to uphold human rights and civil rights in the City of Dubuque.

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 10TH DAY OF DECEMBER, 2025 AS

“HUMAN RIGHTS DAY”

IN THE CITY OF DUBUQUE, IOWA AND ENCOURAGE ALL RESIDENTS TO JOIN IN RECOGNIZING THIS DAY BY RENEWING OUR COMMITMENT TO SHARED HUMANITY, BELONGING, AND THE PROTECTION OF HUMAN RIGHTS FOR ALL.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 1st day of December, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC, City Clerk

2025: Submitted by: Ann Marie Janette, Human Rights Department, and accepted by Jake Kurczek, Human Rights Commission Chair.

**City of Dubuque
City Council**

CONSENT ITEMS # 1.

ITEM TITLE: Minutes and Reports Submitted

SUMMARY: City Council Proceedings of November 17, 2025; Cable TV Commission of March 5, 2025; Community Development Advisory Commission of September 3, 2025; Human Rights Commission of October 14, 2025; Library Board of Trustees Update of September 25, 2025; Transit Advisory Board of September 11, 2025; Zoning Board of Adjustment of October 23, 2025; Proof of Publication for City Council Proceedings of November 3, 2025; Proof of Publication for expenditure reports presented at the November 3, 2025 City Council meeting.

**SUGGESTED
DISPOSITION:** Receive and File

ATTACHMENTS:

1. 11 17 25 City Council Minutes
2. Community Development Advisory Commission Minutes
3. Library Board of Trustees Council Update
4. Transit Advisory Board Minutes
5. Cable TV Commission Minutes
6. Human Rights Commission Minutes
7. Zoning Board of Adjustment Minutes
8. City Council Proceedings November 3, 2025
9. Proof of Publication for Expenditure Reports

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

The Dubuque City Council met in regular session at 6:30 p.m. on November 17, 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

PROCLAMATIONS

1. Free Community Thanksgiving Dinner Day (November 27, 2025) was accepted by Tom Stovall, Tabitha Kircher, Bobbie Jost, Paula Paider Licht, Danielle Leibfried, Jason Neises, and Clarissa Klostermann on behalf of Bread of Life Presbyterian Church, Community Foundation of Greater Dubuque, Dubuque Rescue Mission, ReVosWel Truss & Lumber, United Way of Dubuque Area Tri-States, and University of Dubuque.

CONSENT ITEMS

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

1. Minutes and Reports Submitted: City Council Proceedings of November 3, 2025; Resilient Community Advisory Commission of September 4, 2025; Zoning Advisory Commission of October 1, 2025; Proof of publication for City Council Proceedings of October 6 and 20, 2025; Proof of publication for expenditure reports presented at the October 6 and 20, 2025 City Council meetings. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Johnny Hill for vehicle damage; Mark Stender for 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. 363-25 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. Banking Services Agreement First Amendment: City Manager recommended City Council approve the updated terms of the banking services agreement with UMB Bank, n.a. Upon motion the documents were received, filed, and approved.

5. Fiscal Year 2025 State of Iowa Annual Financial Report: Upon motion the documents were received, filed, and approved.

6. Recommendation to Move Accounting, Payroll, and Budget Functions of Finance Department to 7800 Chavenelle – Unit 6: City Manager recommended approval of relocating the accounting, payroll, and budget functions of the Finance Department to 7800 Chavenelle Drive, negotiating an amended

lease with Dubuque Childcare Collaborative, LLC, and initiating public bidding for necessary construction. Upon motion the documents were received, filed, and approved.

7. Commercial Air Service and Dubuque Initiatives \$100 Airfare Rebate Flyer: City Manager provided a copy of a flyer promoting commercial air service at the Dubuque Regional Airport and the \$100 airfare rebate funded by Dubuque Initiatives. Upon motion the documents were received and filed.

8. 2025-2027 City Council Goals and Priorities Brochure: Upon motion the documents were received and filed.

9. Acceptance of Public Sanitary Sewer Main Improvements Serving Lots 1, 1-2, and 2-2 of Pizza Ranch Place on Radford Road associated with the EMRI Apartment Development: Upon motion the documents were received and filed, and Resolution No. 364-25 Accepting Public Sanitary Sewer Improvements Across Parts Of Lots 1-2 And 2-2 Of Pizza Ranch Place, In The City Of Dubuque, Iowa was adopted.

10. Tamarack Sanitary Sewer Extension Project - Acceptance of Public Improvement Construction Contract: Upon motion the documents were received and filed, and Resolution No. 365-25 Accepting The Tamarack Sanitary Sewer Extension Project was adopted.

11. Twin Ridge Sanitary Sewer Extension and Lagoon Abandonment Project - Acceptance of Public Improvement Construction Contract: Upon motion the documents were received and filed, and Resolution No. 366-25 Accepting The Twin Ridge Sanitary Sewer Extension And Lagoon Abandonment Project was adopted.

12. Grandview Avenue Streetlight Replacement Project – Recommendation to Fund Completion Using Available Road Use Tax (RUT) Funds: Upon motion the documents were received, filed, and approved.

13. Sustainable Dubuque Grant Award Recommendation: Upon motion the documents were received and filed, and Resolution No. 367-25 Awarding Sustainable Dubuque Grant To The Dubuque Rescue Mission; Resolution No. 368-25 Awarding Sustainable Dubuque Grant To The National Mississippi River Museum And Aquarium; Resolution No. 369-25 Awarding Sustainable Dubuque Grant To Prescott Elementary School; Resolution No. 370-25 Awarding Sustainable Dubuque Grant To The Dubuque Area Library Info Consortium; and Resolution No. 371-25 Awarding Sustainable Dubuque Grant To Dubuque Colleges Sustainability Coalition were adopted.

14. Signed Contracts: 563 Design, PLLC for Taks Order No. 04 – Finance Department – 7800 Chavenelle Road; Dubuque County E911 Board for the Health Services – Animal Control 911 Radio Access Fee; Dubuque Regional Humane Society for City of Dubuque Veterinary Services; Environmental Management Services of Iowa, Inc. for the Eagle Point Water Treatment Plant Roof Rehabilitation – Asbestos Abatement Project; Hills and Dales for the FY 2026 Special Services Grant Program Agreement; ImOn Communications, LLC MSA Addendum for Changes and Letter of Agency; Kramer Pest Control for Pest Control at 6 fire stations; Midwest Injection, Inc for the Terminal Street Lift Station Bypass Pumping Project; Outfly Development LLC for Site Access Agreement; Racom for City Hall Video Decoder: City Manager; RSM US , LLP for Statement of Work – Finance Organizational Assessment and Design; The EMS Training School, LLC Clinical Affiliation Agreement; Top Grade Excavating for the Catfish Creek Sanitary Utility Easement Stream Crossings Restoration; WHKS & Co. for Task Order #25-Brunskill Road Sanitary Sewer and Streambank Restoration. Upon motion the documents were received and filed.

15. Abstract of Votes - 2025 City Election: Upon motion the documents were received and filed.

16. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 372-25 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

17. Approval of Retail/Device Tobacco, Alternative Nicotine, and Vapor Product Permit Applications: Upon motion the documents were received and filed, and Resolution No. 373-25 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 Sprank to receive and file the documents, adopt the resolution, and set the public hearing as indicated. Seconded by Wethal. Motion carried 7-0.

1. Eagle Point Water Treatment Plant Roof Rehabilitation Project Phase 1 — Reset the Public Hearing Date: Upon motion the documents were received and filed and Resolution No. 374-25 Eagle Point Water Treatment Plant Roof Rehabilitation Project – Phase 1: Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on December 1, 2025 in the Historic Federal Building.

PUBLIC HEARINGS

1. Planned Unit Development Amendment - Wood 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. Planning Services Director Wally Wernimont gave a presentation. In response to questions, Wernimont explained that green spaces are included on the property, some of which may be developed into what are known as pocket parks, which are privately maintained and not City-owned. City Council Members expressed support for the amendment. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 39-25 Amending Title 16 Of The Unified Development Code Of The City Of Dubuque Code Of Ordinances By Rescinding Ordinance No. 18-24 Which Established Regulations For A PUD Planned Unit Development With A PR Planned Residential District Designation And Adopting An Amended PUD Ordinance With A Revised Conceptual Development Plan And Lot And Bulk Regulations In The PUD Planned Unit Development With PR Planned Residential District Designation. Seconded by Wethal. Motion carried 7-0.

2. Institutional District Amendment — University of Dubuque: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. Wernimont gave a presentation. City Council Members noted that no negative feedback was received by neighbors, illustrating that the city's local colleges and universities continue to be good neighbors. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 40-25 Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Providing For The Approval Of An Amended Campus Development Plan For The University Of Dubuque Id Institutional District To Allow Construction Of An Academic And Administrative Building. Seconded by Sprank. Motion carried 7-0.

3. Planned Unit Development Amendment - Dubuque Industrial Center West: 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 confirmed that the proposed change would only impact the Dubuque Industrial Center West Planned Unit Development (PUD) District, and that signage requirements in all areas of the city are being considered as part of the Unified Development Code (UDC) update. City Council Members expressed support for the PUD amendment. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 41-25 Amending Title 16, Unified Development Code Of The City Of Dubuque Code Of Ordinances, By Rescinding Ordinance No. 43-23 Which Established Regulations For A PUD Planned Unit Development District With A PI Planned Industrial Designation And Adopting An Amended PUD Ordinance To Allow Directional Signs To Be 24 Square Feet In Area In All Zones Of The Dubuque Industrial Center West Planned Unit Development District. Seconded by Wethal. Motion carried 7-0.

4. Comiskey Park Phase 2 Redevelopment Project Public Hearing: Motion by Sprank to receive and file the documents and adopt Resolution No. 375-25 Comiskey Park Phase 2 Redevelopment Project: Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost. Seconded by Jones. In response to questions, Parks and Recreation Director Matt Kalcevich and Acting Project and Facilities Manager Marie Ware explained that grant funding often determines the scope of work. They noted that security cameras are already installed in the park, and additional pedestrian lighting, conduit, and cameras will be added, along with new pavilions and trees. Ware also confirmed that the proposed redevelopment plan includes the removal of the tennis courts. City Council Members expressed appreciation for the park improvements. Motion carried 7-0.

PUBLIC INPUT

Peter Arling, Legal Counsel for DuTrac Community Credit Union (DuTrac), 1000 Main St., stated that he and DuTrac Senior Vice President of Operations and Facilities Kim Adams were available to answer any questions regarding Action Item No. 2.

Rick Dickinson, President and CEO of Greater Dubuque Development Corporation (GDDC), residing at 205 Hill St., spoke in support of Action Item No. 2.

Joe Callahan of Callahan Construction, 7269 Commerce Park, spoke in support of Action Item No. 6, requesting that the updated permit fee structure be reviewed after one year to ensure it remains effective.

Breitfelder announced that written input regarding Action Item No. 2 was received from James Yager, Andrew Hawkingson, and Terry Mozena, 196 Bluff St.

ACTION ITEMS

1. Dubuque Nature Everywhere Request for Approval of Children's Outdoor Bill of Rights (COBOR): Motion by Sprank to receive and file the documents and adopt Resolution No. 376-25 Dubuque Children's Outdoor Bill Of Rights Approval And Adoption By City Council. Seconded by Farber. Colleen McKenna of Dubuque Nature Everywhere gave a presentation. In response to questions, she noted once the current funding for the Dubuque Nature Everywhere cohort is exhausted, the group will pursue additional grant opportunities. McKenna also shared that Dubuque's COBOR will be the first in Iowa. Jared McGovern, also a member of the organization, confirmed that Dubuque Nature Everywhere is currently operating under Dubuque Forward's fiscal agency agreement and utilizing its 501(c)(3) status. City Council Members commended the group's enthusiasm and recognized the timely alignment of their efforts with the upcoming release of the City's Parks and Recreation Master Plan and ongoing initiatives on Chaplain Schmitt Island. Motion carried 7-0.

2. DuTrac Community Credit Union – Request to Alter Washington Street Neighborhood Conservation District Boundaries: 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 Resnick. Brumwell stepped out for the action item and Assistant City Attorney Jason Lehman served as legal counsel in her absence. Planning Services Director Wally Wernimont gave a presentation. In response to questions, Peter Arling confirmed that DuTrac is scheduled to close on the 1305 Elm Street property in early December. DuTrac intends to demolish the building, and no tenants will reside in the property at the time of closing. Arling also noted that City staff have represented the Building Bridges to Elevate Employment (B2E2) Project to DuTrac as forthcoming and will impact access to DuTrac's building. He emphasized DuTrac's commitment to remaining in the downtown area. Wernimont stated that he could not confirm the final access points for DuTrac following the completion of the B2E2 Project, as the project remains in its preliminary stages. City Council Members discussed the Historic Preservation Commission's limited scope for considering demolition permits of structures in historic districts and acknowledged that 1305 Elm Street lacks historical significance. While some Council Members recognized DuTrac's proactive approach in anticipation of the B2E2 Project, one Council Member expressed that having finalized project plans would be helpful before moving forward with the request. Council Members also reflected on the challenges of approving demolition requests within historic districts and affirmed that such decisions are made with careful consideration. Motion carried 6-1 with Wethal voting nay.

Motion by Jones for final consideration and passage of Ordinance No. 42-25 Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Amending Article 10-8-A-4 Pertaining To Alteration Of The Washington Street Neighborhood Conservation District To Remove The Block Bounded By Washington Street, E. 14th Street, Elm Street And E. 13th Street. Seconded by Sprank. Motion carried 6-1 with Wethal voting nay. After the vote, Brumwell returned to Council Chambers to serve as legal counsel for the remainder of the meeting.

3. Central Avenue and White Street Corridor Design Phase 1 Recommendation for Selection of Professional Consultant Services: Motion by Sprank to receive and file the documents and approve the selection of Bolton & Menk, Inc. as the first-ranked Consultant and that the City be authorized to negotiate a Professional Consultant Services Agreement to complete a corridor design for Phase 1 for Central Avenue and White Street between 14th Street and 22nd Street and the feasibility of corridor solutions, including first steps with parking needs and then pavement marking restriping, while incorporating feedback from continued public engagement and a holistic approach. Seconded by Farber. Traffic Engineer Justine Hull gave a presentation. In response to a question about next steps, Hull stated that the City will begin contract scope negotiations, with the finalized contract expected to be presented to the City Council for approval by January. Future updates will be provided during the Engineering Department's budget presentation. When asked about the value of hiring consultants for such initiatives, Van Milligen emphasized that consultants bring specialized technical expertise not typically available within City staff, an important asset for complex and rare projects like this one. City Council Members acknowledged the value of consultant expertise and noted that the corridor design will play a key role in supporting the area's economic development. Motion carried 7-0.

4. Ambassador Court Storm Sewer Replacement Project - Award Public Improvement Contract: Motion by Wethal to receive and file the documents and adopt Resolution No. 377-25 Awarding Public Improvement Contract For The Ambassador Court Storm Sewer Replacement Project. Seconded by Sprank. City Council Members thanked Ambassador Court residents for their advocacy for this project. Motion carried 7-0.

5. Request for Ordinance Modification-City Code 7-7-6 Bicycle Lighting Requirements: 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. When asked about the classification of e-bikes and scooters, Police Chief Jeremy Jensen stated that e-bikes are considered bicycles per state code definition. He also confirmed that the Police Department's School Resource Officers (SROs) are exploring the possibility of offering bike safety training in local schools. Jensen stated that the department plans to communicate the change in city code directly to the public and through social media channels. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 43-25 Amending City Of Dubuque Code Of Ordinances Title 7 Police, Fire, And Public Safety, Chapter 7 Bicycles, Section 6 Equipment. Seconded by Wethal. Motion carried 7-0.

6. Proposed Changes to Permitting and Valuation Practices: Motion by Sprank to receive and file the documents and approve the revised permit valuation model for new construction and fee proposal change to the permitting fee structure for residential alterations, Mechanical, Electrical, and Plumbing permits, and solar and swimming pool permits. Seconded by Farber. Assistant Housing and Community Development Director Michael Belmont gave a presentation. In response to questions, Belmont clarified that the valuation model does not change the permit process and is already in use by other cities. He noted that building permit data is public, allowing contractors to provide feedback, and cautioned that the number of permits issued annually can fluctuate. To account for this, the department will compare similarly sized projects and expects to have relevant data available for inclusion in its upcoming budget presentation. City Council Members expressed support for the valuation model and the effort to collect data to evaluate its effectiveness. They also supported its inclusion in the Housing and Community Development Department's annual budget presentation. Council Members also encouraged contractors to continue sharing feedback with City staff and Council, and they thanked the Building Code Advisory and Appeals Board for its contributions. Motion carried 7-0.

7. Fire Station Building Condition Assessment and Station Location Study: Motion by Resnick to receive and file the documents and approve issuing the Request for Proposals (RFP) for Consultation Services: Fire Station Building Condition Assessment and Station Location Study, and to authorize the reallocation of funds from CIP Project #1315000028 to support the consulting contract. Seconded by Jones. In response to questions, Fire Chief Amy Scheller stated that the cost of consultation services is not expected to exceed \$100,000. She noted that hiring a consultant will help streamline the fire station projects and intends to set the RFP submission deadline for January or February 2026. City Council Members expressed support for issuing the RFP, emphasizing the importance of approaching fire station upgrades in a thoughtful and strategic manner. Motion carried 7-0.

8. Work Session Request for Parks and Recreation Comprehensive Master Plan Draft: Motion by Jones to receive and file the documents and schedule the work session for December 8, 2025, at 6:00 p.m. Seconded by Farber. Resnick noted a potential scheduling conflict that might cause a late arrival but declined to adjust the work session start time, stating he would make every effort to arrive on time. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Jones reported on his recent loss for re-election in the general city election, the Dubuque County E911 Emergency Communications Center ribbon cutting, the Envision 2030 event, a Sons of American Legion event, a Dubuque Metropolitan Area Transportation Study (DMATS) meeting, the HEART Partnership open house, and J&J Pool, Spa, & Billiards ribbon cutting for their recent expansion.

Sprank reported on being re-elected in the general city election and attending North End and Point Neighborhood Association meetings.

Farber reported on the recent passing of Tami Ryan.

Wethal reported on the HEART Partnership open house and the Attitude of Gratitude event for Opening Doors.

Resnick reported on performing with the Loras Jazz Group in the Dupaco Voices Building.

Cavanagh referenced the higher-than-usual voter turnout in the general city election, along with the strong attendance at the meeting, as a reflection of the community's current momentum and expressed hope that this energy continues.

CLOSED SESSION

Motion by Jones to convene in closed session at 9:49 p.m. to discuss Confidential Records, Pending Litigation, and Purchase or Sale of Real Estate – Chapter 21.5(1)(a),(c),(j) Code of Iowa. Seconded by Resnick. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 11:02 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 11:02 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

**MINUTES
COMMUNITY DEVELOPMENT ADVISORY COMMISSION
(APPROVED)**

DATE: Wednesday, September 3, 2025
TIME: 5:30 p.m.
PLACE: Housing and Community Development Department.
350 West 6th Street, Conference Room 250; Dubuque, IA 52001

Chairperson Julie Woodyard called the meeting to order at 5:31 p.m. following staff assurance of compliance with Iowa Open Meeting Law.

Commissioners Present: Dean Boles, Talma Brown, Michelle Hinke (virtual), Renee Kehoe (virtual), Gabriel Mozena (virtual) and Julie Woodyard.

Commissioners Absent: Dale Campbell (excused absence).

Staff Present: Mary Bridget Corken-Deutsch and Stacey Weeber

Public Present: None

Certification of Minutes – July 16, 2025

Commissioner Brown motioned to approve the Minutes for the July 16, 2025, Community Development Advisory Commission Meeting. Commissioner Mozena seconded. Motion carried 5-0. *Commissioner Boles abstained.*

Correspondence/Public Input

There was no public input.

Old Business

None

New Business

a. Review and Update By-Laws

Corken-Deutsch provided a memo; the proposed Amendment includes changes to the Section 2 Powers and Duties of Chairperson. Commissioner Boles asked if the chairperson must sign the meeting minutes. Corken-Deutsch will verify with the city clerk and provide an answer to the Commission prior to sending the Amendment to the Commission in writing. The Community Development Specialist will ensure the Amendment will be in writing to CDAC members on September 30, 2025, 15 prior to next meeting on October 15, 2025.

Motion by Commissioner Boles to approve Proposed Amendment 1 Proposed on September 3, 2025, as part of the CDAC By-Laws and officially approve the Amended CDAC By-Laws during October 15, 2025 CDAC meeting. Seconded by Commissioner Brown. Motion carried 6-0.

b. Public Hearing for FY2025/PY2024 CAPER

Motion by Commissioner Brown to open the public hearing for FY2025/PY2024 Consolidated Annual Performance and Evaluation Report (CAPER). Seconded by Commissioner Boles. Motion carried 6-0.

Chair Woodyard inquired if there were any public comments. There were no public present to comment, and no public comments were received prior to the public hearing. Corken-Deutsch provided a quick slide presentation summary of last year's CAPER funding distributions. The CAPER was prepared from data supplied by various City departments,

**MINUTES
COMMUNITY DEVELOPMENT ADVISORY COMMISSION
(APPROVED)**

organizations, and agencies who utilized CDBG funds over the twelve-month period ending June 30, 2025.

Motion by Commissioner Brown to close the public hearing for FY2025/PY2024 CAPER. Seconded by Commissioner Mozena. Motion carried 6-0.

Motion by Commissioner Boles to approve the public hearing for FY2025/PY2024 CAPER. Seconded by Commissioner Kehoe. Motion carried 6-0.

c. Public Hearing for FY2026 Annual Action Plan Amendment 1

Motion by Commissioner Boles to open the public hearing for FY2026 Annual Action Plan Amendment 1. Seconded by Commissioner Brown. Motion carried 6-0.

Chair Woodyard inquired if there were any public comments. There were no public present to comment, and no public comments were received prior to the public hearing. Corken-Deutsch provided a memo for FY2026 Annual Action Plan Amendment 1 that explained carryover funds from projects that were completed in FY25 and have remaining, unexpended funds will be reallocated to our CDBG Revolving Application Fund. The Amendment also includes carryover funds from projects that were not completed FY25 and will be completed in FY26.

Motion by Commissioner Hinke to close the public hearing for FY2026 Annual Action Plan Amendment 1. Seconded by Commissioner Kehoe. Motion carried 6-0.

Motion by Commissioner Hinke to approve the public hearing for FY2026 Annual Action Plan Amendment 1. Seconded by Commissioner Brown. Motion carried 6-0.

Reports

a. Housing Commission

The meeting minutes were included in the packet for reference.

b. Resilient Community Advisory Commission

The meeting minutes were included in the packet for reference.

c. Human Rights Commission

The meeting minutes were included in the packet for reference.

Information Sharing

a. Accessibility High-Cost Unit Memo

Maddy Haverland, Urban Development & Housing Rehabilitation Project Manager, provided a memo regarding a project's total costs of \$10,261.00 exceeded the \$10,000.00 threshold set by CDAC for Accessibility Improvements.

b. Annual Picnic

Tuesday, September 9, 2025, 6:00-8:00 p.m. – Boards and Commissions Annual Picnic

Adjournment

There being no further business to come before the Commission, Commissioner Brown moved to adjourn the meeting. Commissioner Boles seconded. Motion passed by voice vote. Meeting adjourned at 6:43 p.m.

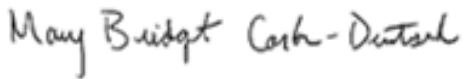
**MINUTES
COMMUNITY DEVELOPMENT ADVISORY COMMISSION
(APPROVED)**

Minutes taken by:



Stacey Weeber
Housing Financial Specialist

Respectfully Submitted:



Mary Bridget Corken-Deutsch
Community Development Specialist

*Carnegie-Stout Public Library
Library Board of Trustees Update
From the Meeting September 25, 2025*

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

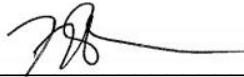
- The Board approved library expenditures.
- Through a grant from the Dubuque Racing Association, the library is piloting the Bright Beginnings Book Box program which delivers tubs of books to area preschools that are no longer receiving books from the Area Education Agency due to change in State law regarding AEA funding appropriations for Iowa School Districts.
- The library partnered with The Community Foundation of Greater Dubuque to provide library card holder data for the 2025 Data Walk to show library card usage throughout the city.
- The library hosted a group of library enthusiasts that were touring Carnegie libraries in Eastern Iowa and helped facilitate a box lunch at the Fannie Stout house. Director of the Carnegie Libraries of Iowa project Shana Stuart, gave a great presentation about the history of Carnegie's giving to Dubuque, as well as the philanthropic efforts and history of the Stout family.
- Library staff have been working with FEH Design to refine renovation plans to address three projects within the existing library space in the near future. These plans will:
 - Expand the library's Makerspace
 - Redesign the library's teen area
 - Redesign library circulation desks to allow for new tutoring/study spaces and some material displays.

Statistical Highlights	August Count
Total Checkouts	41,961
Total Visitors	17,211
Total Program Attendance	2,503
Total Computer/Wi-Fi Use	14,137

Library Board of Trustees



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



Nick Rossman, Library Director

Minutes
The Dubuque Transit Advisory Board Meeting
Thursday, September 11th, 2025
4:15 pm-5:15 pm
Intermodal Conference Room
950 Elm Street, Dubuque, IA 52001

Transit Advisory Board Members:

☒ Greg Orwoll, Chair

☒ Alex Kruse

☒ Dora Serna, Vice Chair

☒ Katie Bailey

☒ Talma Brown

Others Present

☒ Ryan Knuckey

Director of Transportation Services

☒ Jodi Johnson

Transit Operations Supervisor

☒ Russell Stecklein

Parking Operations Supervisor

☒ Joseph Lueck

Transportation Services Analyst

1. Call to Order

The Dubuque Transit Advisory Board (TAB) meeting was called to order at 4:30 pm.

2. Review/Approve the Agenda for Thursday, September 11, 2025, Dubuque Transit Advisory Board Meeting

Motion by Brown, seconded by Kruse to approve the agenda. The motion passed unanimously.

3. Review/Approve the Minutes from the Wednesday, March 20, 2024, Dubuque Transit Advisory Board Meeting

Motion by Serna, seconded by Kruse to approve the minutes from the March Dubuque TAB meeting. The motion passed unanimously.

4. Swear in New Board Member, Alex Kruse

Stecklein notarized Kruse's oath of office. Kruse reported he completed the Iowa Public Information Board's (IPIB's) online training.

5. Swear in New Board Member, Katie Bailey

Stecklein notarized Bailey's oath of office.

6. Review and Discuss Areas of Persistent Poverty (AoPP) Request for Proposal (RFP)

Knuckey informed the TAB that upon final approval by the City Manager, he plans on presenting the Areas of Persistent Poverty (AoPP) Request for Proposal (RFP) at the next available City Council Meeting.

7. Review and Discuss Service Goals and Priorities

Knuckey briefed the board about The Jule's service goals and priorities and how they have reached their limit and need to be reviewed and renewed. Bailey inquired if the TAB could review the goals and priorities to find out how The Jule has done meeting or completing them. After review, it was decided the TAB would use the time between this meeting and the next to think about current and future goals and priorities. New goals and priorities will be discussed and set at the next TAB meeting.

8. General Public Comments & Service Requests

Lueck reported there were no online comments or service requests submitted since the last meeting. There was one customer that stopped by the window to submit a complaint about a Driver pausing long enough for passengers to be seated at stops. Johnson will look into the matter.

Knuckey explained how The Jule handles reports and concerns and that being able to review the onboard camera footage really helps see the events without competing perspectives. Kruse asked if the fixed route buses have telemetrics. Lueck answered they do, and the data is used for ridership reporting and it allows passengers to track fixed route buses in real-time using the MyRide app.

Bailey wanted to know if The Jule buses supplement School Buses. Johnson responded while the fixed route may go near a school, they do not pick kids up at schools.

9. Ridership Report

Lueck reported total ridership for FY25 ended slightly higher than FY24, but did not finish as strong as FY24 did. Johnson noted this is due to the Dubuque Schools ending on time with no snow days to extend the year. Bailey expressed interest in how The Jule handles Paratransit (MiniBus) no shows. Johnson answered The Jule is not allowed to deny riders with a history of not showing up for their scheduled ride.

10. Board Comments

Bailey inquired if a tour of The Jule's facilities for her staff would be possible. Knuckey responded we would be happy to arrange a tour.

Serna expressed gratitude to The Jule Staff for their assistance.

11. Adjournment

Motion by Kruse to adjourn, seconded by Bailey. The motion was passed unanimously. The meeting adjourned at 5:30 pm.

Respectfully submitted,

These minutes passed, approved, and adopted on this 13th day of November 2025.

Greg Orwoll, Chair
Dubuque Transit Advisory Board

MINUTES OF CABLE TV COMMISSION MEETING

March 5, 2025

Room 250, Historic Federal Building, 350 W. Sixth St.

MEMBERS PRESENT: Jennifer Tigges (chair), Georgina Guerrero Galvan, Pauline Maloney, Ron Tigges, Tom Eckerman

MEMBERS ABSENT: None

OTHERS PRESENT:

- Randy Gehl, City of Dubuque Public Information Officer
- Felicia Carner, City of Dubuque Multimedia Specialist

Chair JTigges called the meeting to order at 5:01 p.m.

Acceptance of the Agenda

- Acceptance of the Agenda was not voted upon. Current commissioners introduced themselves to new commissioner Tom Eckerman

Approval of the Minutes of Nov. 20, 2024, Meeting

- Upon a motion by Maloney, seconded by RTigges, minutes of the Nov. 20, 2024, meeting were approved 4 - 0.

Oath of Office for New Commissioner Tom Eckerman

- Eckerman completed the oath of office, signed the document, and JTigges signed the document and provided to Gehl for submission to the City Clerk's office

Election of Officers

- Following brief discussion regarding RTigges's succession from vice chair to chair, Maloney made a motion that she become vice chair. Motion seconded by Guerrero Galvan and approved 5 – 0. RTigges is the new chair and Maloney new vice chair. RTigges assumed management of the meeting from JTigges.

Public Input

- There was no public input.

Review of PEG Equipment Grant Applications

- Commissioners were provided with printed copies of all applications. Before beginning discussions of individual grant applications, commissioners discussed the new grant policies and new application process with staff. Significant

discussion revolved around the appropriate process for reviewing applications and information upon which to base funding decisions. It was acknowledged that the new process is much more structured than the previous process and staff suggested the commission review the process at a future meeting to determine if any adjustments to the process are needed.

a. PEG Access Channel Operator Equipment Grant

- Commissioners reviewed the grant applications from the City of Dubuque, Loras College and Dubuque Community School District. A commissioner noted that the potential of new tariffs could impact the purchase price of equipment and result in increases to the estimates provided by the applicants. Following discussion, commissioners agreed to allow for up to a 10% increase to requested amounts to cover these potential increases, along with potential shipping costs.
- **City of Dubuque Application:** Upon a motion by Maloney and seconded by Eckerman, commissioners voted 5 -0 to recommend funding the application from the City of Dubuque for \$11,612.46 and up to 10% more to cover unexpected increases to the equipment purchase and shipping costs.
- **Loras College Application:** Upon a motion by JTigges and seconded by Maloney, commissioners voted 5 -0 to recommend funding the application from Loras College for \$16,000 and up to 10% more to cover unexpected increases to the equipment purchase and shipping costs.
- **Dubuque Community School District:** Upon a motion by Eckerman and seconded by Maloney, commissioners voted 5 -0 to recommend funding the application from Dubuque Community Schools for \$16,000 and up to 10% more to cover unexpected increases to the equipment purchase and shipping costs.

b. Community PEG Access Equipment Grant Program

- As a group, commissioners reviewed the seven applications from community members and organizations. After significant discussion on the applications, commissioners identified the five applications they agreed should be recommended for funding. They again noted that an allowance of up to 10% of the requested amount should be allowed to cover possible increases to quoted equipment and shipping costs.
- **Audubon Elementary School:** Upon a motion by Eckerman and seconded by JTigges, commissioners voted 5 – 0 to recommend funding the application from Audubon Elementary School for \$2,456.98 and up to an additional 10% if necessary to cover unexpected equipment cost increases and shipping.

- **Clarke University:** Upon a motion by Maloney and seconded by Eckerman, commissioners voted 5 – 0 to recommend funding the application from Clarke University for \$10,000 and up to an additional 10% if necessary to cover unexpected equipment cost increases and shipping.
- **Done on the Side:** Upon a motion by Maloney and seconded by JTigges, commissioners voted 5 – 0 to recommend funding the application from Done on the Side for \$9,341.40 and up to an additional 10% if necessary to cover unexpected equipment cost increases and shipping. The motion included the approval of the drone equipment purchase contingent upon staff review regarding drone licensing questions.
- **Afriwell hub, Inc.:** Upon a motion by Eckerman and seconded by Maloney, commissioners voted 5 – 0 to recommend funding the application from Afriwell hub, Inc. for \$2,927.40 and up to an additional 10% if necessary to cover unexpected equipment cost increases and shipping.
- **Jacob Roth:** Upon a motion by JTigges and seconded by Eckerman, commissioners voted 3 -1 to recommend funding the application from Jacob Roth for \$2,817.07 and up to an additional 10% if necessary to cover unexpected equipment cost increases and shipping. The motion included approval of Roth's request for deviation from the programming requirements, as explained in the application.

City Request to Approve Expenditures

- Commissioners were provided a request from Carner for their approval for an expenditure of PEG equipment funds. Upon a motion by JTigges, seconded by Guerrero Galvan, the commission approved the request from City staff to approve expenditures of up to \$6,940 from the PEG Equipment Fund for a light kit and public address system for use by the City of Dubuque. The equipment purchased will replace equipment damaged by water due to a plumbing leak at City Hall Annex in November 2024.

PEG Programing Reports

- Carner referenced the 2024 programming reports received from past PEG grant recipients and said links to the videos that are available online would be shared with commissioners. She reported Art for Us still has one video past due, according to the grant recipient agreement.

Items from the Commission

- There were no additional items from the commission.

Items from Staff

- Carner informed the commission she has had initial discussions with Carnegie-Stout Public Library staff regarding potential partnerships to explore options to expand access to editing equipment for PEG access programming development through the support of the PEG Fund.

Adjournment

- Upon a motion by Maloney, seconded by Guerrero Galvan, and 5-0 vote, the meeting adjourned at 7:07 p.m.

HUMAN RIGHTS COMMISSION MEETING MINUTES
October 14, 2025

DATE: Tuesday, October 14, 2025

TIME: 4:30 PM

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

The meeting was called to order at 4:32 pm.

Commissioners Present: Jake Kurczek, Michaela Freiburger, Traci Phillipson, Nikki Nutter, David Heiar

Commissioners Excused: Rick Baumhover, Matthew Zanger,

Commissioners Absent: Luzelena Bravo, DeLano Cain Watson

Staff Present: Ann Marie Jannette, Human Rights Specialist; Jason Lehman, Interim Chief of Human Rights

Approval of Meeting Minutes

Motion to approve the minutes as corrected from the September 9, 2025, meeting. Motioned by Heiar, seconded by Freiburger, all in favor.

Minutes received and filed from the September 16, 2025, subcommittee meeting regarding the update of the Human Rights Commission Handbook.

Motion to approve the minutes as submitted from the September 16, 2025, special commission meeting. Motioned by Heiar, seconded by Phillipson, 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
 - September amount: 0
- Active investigations – investigations that are currently active but in various stages (active, administrative review, initiated, on hold, etc.)
 - September amount: 15
- Incidents in mediation – complaints currently in mediation
 - September amount: 0
- Incidents in full hearing – complaints in full hearing process
 - September amount: 0

- Inquiries – calls/inquiries that don't result in an official complaint being filed (including outreach events)
 - September amount: 11
- Complaints closed during the month – signed complaints that were closed during the month (doesn't include inquiries or complaints that were never filed)
 - September amount: 0
- Total inquiries and complaints FY26 – signed complaints filed in FY26
 - September amount: 32

Director's Report

Aitken-Shadle resigned her position as Chief of Human Rights. Jason Lehman will be the Interim Chief of Human Rights until a new Chief can be hired. Lehman introduced himself.

Jannette reported on the IAOHRA conference she attended in Anchorage last week. She also reported that the department was facilitating Belonging training for new staff. She submitted the budget for FY27 and goal setting was completed.

Jannette provided an update on the Dubuque Community Support and Empowerment Grant which will be open for applications in January 2026. It was suggested that the language of the grant be amended to allow for grants "up to" \$5,000 which would allow for more than two recipients. Lehman is to review and update the grant language.

Jannette reported on recent outreach events including the Senior Expo, BBQ in DBQ, Latinx Fiesta, and the upcoming Landlord Association conference. Commissioners were invited to attend the Cedar Falls Human Rights Commission's Fall Summit on October 24.

Lehman reported the discrimination cases are still being worked on by a third party contractor out of the City Attorney's office.

Chairperson's Report

Nothing to report.

Old Business:

The subcommittee updating the binder/handbook is still in progress.

Kurczek reminded the commission to look for partnerships that will fulfill the commission goals and planning.

New Business:

Update and input on the Chief of Human Rights job description – the previous job description was provided. The City Attorney's office is in the process of updating it to remove language associated with the HF856 bill. Commissioners were asked to review the job description and provide any feedback to Jannette by Thursday, October 16.

Review of Improvement Package and Policy Book - Commissioners were asked to review the these documents and provide any feedback to Jannette by Thursday, October 16.

Office of Human Rights Mission Statement - Commissioners were asked to review the options and provide any feedback to Jannette by Thursday, October 16.

Review of legislative priorities recommendations – A motion to approve the recommendations was made by Heiar and seconded by Freiburger, all in favor

Letter of gratitude to previous Chief of Human Rights – The letter was presented to the commission. A motion to approve was made by Heiar and seconded by Phillipson, all in favor. Jannette to deliver the letter to Gisella Aitken-Shadle.

Upcoming Outreach Events

None

Upcoming Cultural Events

None.

Reflections and Updates

None.

Adjournment:

Motion to adjourn by Nutter, seconded by Freiburger. All in favor. The meeting ended at 4:59 p.m.

The next regularly scheduled meeting is scheduled for Tuesday, November 11, 2025, at 4:30 p.m., at the Multicultural Family Center.

Minutes approved as submitted: _____

Minutes approved as corrected:  _____

**MINUTES
CITY OF DUBUQUE ZONING BOARD OF ADJUSTMENT
REGULAR SESSION**

5:30 p.m.

Thursday, October 23, 2025

City Council Chambers, Historic Federal Building

Board Members Present: Chairperson Jonathan McCoy, Board Members Keith Ahlvin, Gwen Kosel, and Rena Stierman.

Board Members Excused: Matt Mauss.

Board Members Unexcused: None.

Staff Members Present: Shena Moon and Travis Schrobilgen

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

MINUTES: Motion by Kosel, seconded by Ahlvin, to approve the minutes of the September 25, 2025, Zoning Board of Adjustment meeting as submitted. Motion carried by the following vote: Aye – Ahlvin, Kosel, Stierman and McCoy; Nay – None.

DOCKET – 40-25: Application of Sarah Berna, 2060 Deborah Drive, to install a 14' high fence along the rear property line where 7' high maximum is permitted in an R-1 Single-Family Residential zoning district.

Sarah Berna, spoke in favor of the request. She explained the reason for the proposal was due to conflict with the neighbor directly behind her and that she desires to create more privacy for her yard. She noted that the structure was approximately 14' in height and attached to the existing fence. She said it was entirely removable and that she submitted a petition containing the signatures of neighbors that are not opposed to the structure. She said the structure seems to have helped so far.

Mary Lynn Sullivan, 2069 Avalon, spoke in opposition to the request. She stated that she provided written public input outlining her concerns and the concerns of her neighbor and added that her privacy is taken away by the neighbors' cameras and that the structure impacts her enjoyment of her yard. She read a portion of her submitted letter and concluded that there are many loud noises coming from the subject property.

John Sullivan, 2069 Avalon, spoke in opposition to the request. He read his submitted statement noting that as a professional contractor he believed the city would be assuming liability if they approved the structure. He noted that it would not be stable and is an eyesore.

The Board reviewed the most recent public input submitted by Mary Bowden which included letters from the neighbors at 2070 Avalon and 2045 Avalon Street. The Board took time to review these letters along with photos and statement letters submitted by Mr. Sullivan and Mrs. Bowden just prior to the meeting. The applicant was provided with a copy of these materials for review also.

Ms. Berna provided rebuttal comments noting that the purpose of the fence was to provide peace in the rear yard and to reduce contact with the neighbor. She said she would be open to suggestions on better solutions but was trying to keep it affordable.

Staff Member Schrobilgen detailed the staff report noting that the applicant is proposing to install a 14' screen structure connected to an existing 6' privacy fence and the added screen is approximately 30' wide. He noted that since it is part of the fence and it is treated as a fence per the Unified Development Code, the height of a fence is limited to 7'. He noted the public input that was sent with the packet and post-packet. He described the notification requirements, noted that establishing a hardship is a criterion of a Variance but not a Special Exception, and specifically noted that any decision by the Board would not create a precedence for future projects. He stated that the Board's role is to consider the five Special Exception criteria and weigh those against the proposed project.

Staff Member Schrobilgen noted that the request is considered the administrative relief for an enforcement case and clarified that enforcement is stayed while seeking administrative relief. He concluded that the structure must meet building code and that it was reviewed and determined to be structurally sound by a building inspector.

The Board asked if the structure was up seasonally or up all the time. The applicant noted that the intent is to have it up at all times. She clarified that it is constructed in a manner that allows the screen to be raised and lowered which is done when she is not home and when there is a storm or inclement weather.

The Board discussed the request and acknowledged the unfortunate dynamic between the applicant and neighbor but clarified that they cannot make a decision based on that situation. They noted that the approval would stay with the property and live in perpetuity, they expressed concern about the temporary nature of the structure, and noted concerns with the aesthetics and height of the structure. The Board allowed let the applicant know that they could choose to table the request should they wish to consider an alternative design that may be more likely to garner support from the Board. The applicant stated they wished to table the request.

Motion by McCoy, seconded by Ahlvin, to table the request for a future meeting, per the applicant's direction. Motion carried by the following vote: Aye – Ahlvin, Kosel, Stierman, and McCoy; Nay – None.

DOCKET – 41-25: Application of Valerie and Brian Durr, 95 Gandolfo Street, to install a 6' high fence in the front yard where 4' high maximum is permitted in an R-1 Single Family Residential zoning district.

Valeria Durr, 95 Gandolfo Street, spoke in favor of the request. She explained they are seeking to keep the existing fence so it can keep basketballs and other items from entering the neighbor's property. She noted that the fence had been in place for at least six years and was installed before they bought the property, and that they didn't realize the height did not meet code.

Chris Raker, East Dubuque, legal counsel representing the property at 93 Gandolfo Street, spoke in opposition to the request. He noted that there was pending litigation regarding the property line and noted concerns regarding visibility and safety with vehicle egress.

The applicant stated that the fence has not caused any issues with visibility.

Staff Member Moon detailed the staff report noting that the existing 6' fence encroaches 5' into the required front yard where 4' maximum height is allowed. She defined the visibility triangle and noted that one- and two-family residential properties are exempt from the requirement, but safety is considered by the Board and staff as part of a request's review. She clarified that the fence is outside of the visibility triangle and 15' from the front property line. She shared an exhibit to identify the portion of fence that is non-conforming to code.

The Board sought clarification of the request asking if a new fence was proposed. The applicant noted that it was just the existing. The Board then discussed the visibility triangle and asked if the neighboring property had a 6' fence set back the same distance from the front property line. Staff noted that 93 Gandolfo Street had received a special exception to have a 6' fence located 15' from the front property line.

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

DOCKET – 42-25: Application of Stephen Wilson, 1475 S. Grandview, to construct a 336 square foot shed 3' from the side property line for a total of 1,416 sq. ft. of accessory structures where a 6' minimum setback and a maximum of 1,000 square feet of detached accessory structures is permitted in an R-1 Single Family Residential zoning district.

Stephen Wilson, 1475 South Grandview Avenue, spoke in favor of the request. He said he wasn't aware that the building that didn't have a foundation required a permit. He said he spoke with neighbors, and they didn't have any concerns. He noted the shed was for a garden and flower business and they conduct the sale of their products at locations like the farmers market and for weddings.

Staff Member Moon detailed the staff report noting the applicant is proposing to construct a 336 square foot shed 3' from the side property line for a total of 1,416 sq. ft. of accessory structures where a 6' minimum setback and a maximum of 1,000 square feet of detached accessory structures is permitted in an R-1 Single Family Residential zoning district. Staff

stated the applicant has indicated the shed would store yard and garden equipment, and tools. Staff stated that a hard surface driveway to the shed would be required if vehicles were going to be accessing the shed regularly.

The Board sought clarification regarding the rules and regulations for home-based. Staff Member Moon described the state law noting that it supersedes city code and allows for no-impact homebased businesses. The Board pointed out that this business appears to be a no-impact business. They found no concerns with the building size or location.

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

1. If/When the shed is utilized for vehicles and is accessed regularly, a hard surfaced driveway is required.
- 2.

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

ITEMS FROM PUBLIC: None.

ITEMS FROM BOARD: The Board questioned what types of structures are considered fences versus those that are structures. Staff noted that fences are technically structures but are regulated different than accessory structures in the UDC.

ITEMS FROM STAFF: None.

ADJOURNMENT: Motion by McCoy, seconded by Ahlvin, to adjourn the November 5, 2025, Zoning Board of Adjustment meeting. Motion carried by the following vote: Aye – Ahlvin, Kosel, Stierman and McCoy; Nay – None.

The meeting adjourned at 6:43 p.m.

Respectfully submitted,



Shena Moon, Associate Planner

November 20, 2025

Adopted

STATE OF IOWA
DUBUQUE COUNTY

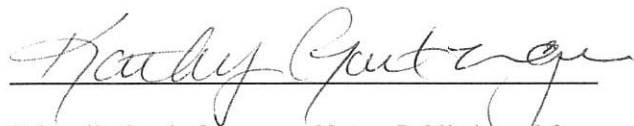
SS:

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:

11/12/2025

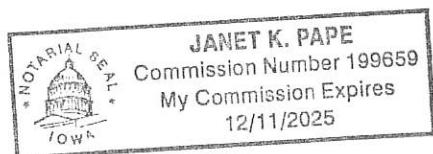
and for which the charge is 331.71



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

this 12th day of November, 2025


Notary Public in and for Dubuque County, Iowa.



CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
REGULAR SESSION

The Dubuque City Council met in regular session at 6:30 p.m. on November 3, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

Breitbart announced that Action Item No. 2 was removed from the meeting.

PRESENTATIONS

1. Dubuque NAACP Thomas Determan S.C.O.P.E. Award Presentation to the Jule: RRS Stewart and Anthony Allen of the Dubuque NAACP presented Transportation Services staff with the Thomas Determan Standout Community Organization Pursuing Equity (S.C.O.P.E.) Award, which was awarded to the Jule. Transportation Services Director Ryan Knuckey made brief remarks.

2. Iowa Society of Solid Waste Operations 2025 Innovative Project Award to DMASWA: Solid Waste Agency Administrator Ken Miller recognized the Dubuque Metropolitan Area Solid Waste Agency (DMASWA) for receiving the 2025 Innovative Project Award for its battery recycling program.

PROCLAMATIONS

1. Hospice and Palliative Care Month (November 2025) was accepted by Carole Carroll on behalf of Hospice of Dubuque.

2. Pancreatic Cancer Awareness Day (November 20, 2025) was accepted by Diane Oglesby on behalf of the Michael W. Oglesby Foundation.

CONSENT ITEMS

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

1. Minutes and Reports Submitted: City Council Proceedings of October 20, 2025; Airport Commission of August 12, 2025; Arts and Cultural Affairs Advisory Commission of August 26, 2025; Building Code Advisory and Appeals Board of September 11, 2025; Historic Preservation Commission of September 18, 2025; Parks and Recreation Advisory Commission of September 9, 2025; Zoning Board of Adjustment of September 25, 2025. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Tyendra Glover for vehicle damage; Braden Lechtenberg for vehicle damage; Duane Pitcher for loss of revenue. 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: Tyendra Glover for vehicle damage; Braden Lechtenberg for vehicle damage; Duane Pitcher for loss of revenue. 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. 349-25 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. Authorized Depository Institutions: Upon motion the documents were received and filed, and Resolution No. 350-25 Naming Depository Institutions And Setting Limits For Deposits was adopted.

6. Acceptance of Public Improvements in South Pointe Phase 2 Subdivision: Upon motion the documents were received and filed, and Resolution No. 351-25 Accepting Public Improvements In South Pointe #2 In The City Of Dubuque, Iowa was adopted.

7. North Schmitt Island Collection System Project Contract #1: Public Improvement Contract Project Acceptance: Upon motion the documents were received and filed, and Resolution No. 352-25 Accepting The North Schmitt Island Collection System Project Contract #1 Project And Authorizing The Payment To The Contractor was adopted.

8. Stormwater Management Program Consulting Engineering Services: City Manager recommended City Council approval to release a request for qualifications (RFQ) for the Stormwater Management Program. Upon motion the documents were received, filed, and approved.

9. DuTrac Community Credit Union - Request to Alter the Washington Neighborhood Conservation District Boundary: Motion by Roussell to refer to the Historic Preservation Commission (HPC) for a recommendation. Seconded by Farber. Roussell amended the motion to include receive and file. The amendment was seconded by Farber. Planning Services Director Wally Wernimont stated that the HPC discussed this item at its September meeting and determined that the building at 1305 Elm Street is historically significant. The building is located within the Washington Street Neighborhood Conservation District. By a vote of 26, the HPC denied a demolition permit to the property owner, DuTrac Community Credit Union. Wernimont stated that if the City Council referred the request back to the HPC, staff would provide additional information on the establishment of the conservation district, and the item would appear on the HPCs November 20, 2025, agenda. He explained that City Code provides the City Council with four options upon receipt of a written request to establish, expand, or alter a conservation district. Wernimont confirmed that the HPCs determination of architectural significance was based solely on the buildings historical attributes, and that the commission does not consider external factors such as the proposed 14th Street overpass, which are factors that the City Council may take into account. In response to a question about why the item appeared on the consent agenda, Wernimont explained that, per City Code, the request was required to be placed on this agenda. Because the request was received on short notice, staff recommended deferring discussion to the November 17, 2025, meeting to allow sufficient time to compile all necessary information and ensure the City Council could make a fully informed decision. He confirmed that the City Council could still refer the request back to the HPC at a future meeting. Brumwell noted that while the four options will remain available at a future City Council meeting, the Councils decision may affect the items next steps. For example, if the item appears on the consent agenda but the

Council wants it considered as an action item, it would need to be placed on a future meeting agenda as an action item. Motion amended by Roussell to receive and file the documents, refer to the City Manager, and place on the November 17, 2025, agenda. Seconded by Farber. Motion carried 7-0.

10. Signed Contract(s): 563 Design, PLLC for the Fire Station #5 Interior Stair Replacement; 563 Design, PLLC for the Station 5 Emergency Repairs; Communication Engineering Company (CEC) Proposal and Agreement for the IT-Wireless Network Refresh; Cottingham & Butler Insurance Services, LLC for Employer Mandate Reporting Services Contract; Dave Hinz for the Lime Silo Piping Repair; DocuPet for the Pet Licensing Services Agreement; Eastern Iowa Excavating and Concrete, LLC for Street patches for water main repairs; Eastern Iowa Excavating and Concrete, LLC for Regrading of Ditch Over Water Main on Old Davenport Road; Environmental Management Services of Iowa, Inc. for Asbestos Inspection Eagle Point Park (Veranda, Bridge, and Indian rooms); Eocene Environmental Group, Inc. for the Master Service Agreement for Blum Site Assessment Report; Fowler Public Sector Consulting LLC for Addendum to Independent Contractor Agreement; GRTD Investments, LLC First Amendment to Lease Agreement; Jason Schueller- Schueller Restoration/Xtreme Clean & Coatings for Building Maintenance at Station 3; Jonathan R. Brown for Independent Contractor Agreement; Loucks & Schwartz for Section 8 Housing Choice Voucher Year End closing for June 30, 2024 including successful REAC submission in electronic format as required by HUD (both unaudited & audited); MGT Impact Solutions, LLC for the Executive Recruitment Statement of Work; MRI Software LLC for renewal of recurring software and services for the New Housing Pro System; Pigott, Inc. for Fire Administration Office Update; R&W Restoration LLC for the 3rd & Main St. Chamber Exterior Patio Stone Veneer Remove & Replace; Tschiggfrie Excavating for Primary Clarifier Cleaning. Upon motion the documents were received and filed.

11. Improvement Contracts with Performance, Payment, and Maintenance Bonds Iseler Demolition Inc. for the 500,000 Gallon Double Ellipse Demolition; Top Grade Excavating, Inc. for the Water Systems Improvements 2024 North English Road Water Main Extension. Upon motion the documents were received, filed, and approved.

12. Retail Alcohol License Refund - Gary Dolphin's Iron Bar and Grill: Request from Gary Dolphin's Iron Bar and Grill located at 3333 East 10th St. Suite 104 for a refund of Retail Alcohol License No. LC0046785 in the amount of \$406.25 due to change in ownership. Upon motion the documents were received, filed, and approved.

13. 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. 353-25 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 hearing for November 17, 2025. Seconded by Sprank. Motion carried 7-0.

1. Set Public Hearing on Comiskey Park Phase 2 Redevelopment Project and Initiate Public Improvement Bidding Process: Upon

motion the documents were received and filed and Resolution No. 354-25 Comiskey Park Phase 2 Redevelopment 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 November 17, 2025, in the Historic Federal Building.

BOARDS/COMMISSIONS

Appointments were made to the following boards/commissions.

1. 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. Motion by Jones to appoint Ruden to the term. Seconded by Wethal. Motion carried 7-0.

PUBLIC HEARINGS

1. Resolution Approving an Assignment of Development Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC: Motion by Sprank to receive and file the documents and adopt Resolution No. 355-25 Approving An Assignment Of The Development Agreement By And Between The City Of Dubuque And Franklin Investments, LLC To Franklin Apartments, LLC. Seconded by Wethal. When asked if this item and the two following items are standard for such a sale, Van Milligen confirmed that all rights and responsibilities, including the assumption of the current loan, will be assigned to the new developer. Brumwell confirmed that the Development Agreement remains unchanged. Motion carried 7-0.

2. Resolution Approving an Assignment and Assumption Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC: Motion by Jones to receive and file the documents and adopt Resolution No. 356-25 Approving 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. Seconded by Wethal. Motion carried 7-0.

3. Resolution Approving a Subordination Agreement by and among the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank: Motion by Sprank to receive and file the documents and adopt Resolution No. 357-25 Approving 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. Seconded by Farber. Brumwell confirmed that the City previously held the second secured position and did not need to subordinate. The public hearing seeks approval to subordinate the remaining balance owed. Motion carried 7-0.

4. Ambassador Court Storm Sewer Reconstruction Project Public Hearing: Motion by Roussell to receive and file the documents and adopt Resolution No. 358-25 Ambassador Court Storm Sewer Replacement Project: Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost. Seconded by Wethal. City Council thanked Engineering staff for their work on this project and emphasized the need for the reconstruction. Motion carried 7-0.

5. Resolution Approving an Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and Pier Pressure Marine IA, Inc.: Motion by Wethal to receive and file

the documents and adopt Resolution No. 359-25 Approving An 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. Seconded by Sprank. Breitfelder announced receipt of written input from Steve Launspach. City Council Members praised the agreement as an example of a public-private partnership. Van Milligen read a portion of Launspachs letter, emphasizing the Citys positive involvement in amending the lease. Motion carried 7-0.

ACTION ITEMS

1. Award contract for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades Project: Motion by Jones to receive and file the documents and adopt Resolution No. 360-25 Awarding contract for the 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project. Seconded by Wethal. Water and Resource Recovery Center (WRRRC) Director Deron Muehring described the programmable logic controllers (PLCs) as compact computers that monitor, operate, and collect data from equipment. He noted that the WRRRC has faced difficulties sourcing support and replacement parts for its aging PLC models, making system upgrades necessary. Muehring added that the contract limits equipment downtime to four hours for the upgrades and that the WRRRC does not require upgrades to occur at a specific time of day. City Council Members noted ongoing discussions on the project and welcomed the prioritization of the largest buildings and components. Motion carried 7-0.

2. Eagle Point Water Treatment Plant Roof Rehabilitation Project - Award Construction Contract: This item was removed from the meeting.

3. Eagle Valley, Westbrook and English Ridge Subdivision Parks Development Projects: Motion by Roussell to receive and file the documents and adopt Resolution No. 362-25 Accepting The Eagle Valley, Westbrook, And English Ridge Subdivision Parks Development Project And Authorizing The Payment Of The Contract Amount To The Contractor. Seconded by Resnick. Motion carried 7-0.

4. Invitation to the Dubuque County 911 Emergency Communications Center Ribbon Cutting: Motion by Farber to receive and file the documents. Seconded by Sprank. Van Milligen provided an overview of the City and Dubuque County partnership on emergency communications and the new 911 Emergency Communications Center Project, with the ribbon cutting scheduled for November 6, 2025, at 4:30 p.m. Motion carried 7-0.

COUNCIL MEMBER REPORTS

Farber reported on meetings to discuss the planned expansion of the Field of Dreams and the upcoming election.

Roussell reported on Dubuque Main Streets State of Main Awards Dinner, a Dubuque Trees Forever tree planting event, Oakview Groups ribbon cutting at Five Flags, and the Dubuque Museum of Arts groundbreaking event.

Jones reported on meetings with the Black Mens Coalition, Oakview Groups ribbon cutting, the State of Main Awards Dinner, the NAACP Freedom Fund banquet, the Sons of American Legion breakfast, the Cancer in Iowa informational event, a DRA board meeting, the Dubuque Museum of Arts groundbreaking, visiting Slater Appliances new facility, and the upcoming election.

Wethal reported on attending a Dubuque County Early

Childhood Board meeting.

Sprank reported on the North End Neighborhood Associations trick or treat event, a DRA board meeting, meeting with representatives from the federal government, a Fly by Night production, and the upcoming election.

Resnick reported on Loras Colleges inauguration of President Michael Doyle.

Cavanagh referenced his attendance at many of the events that Council Members reported on.

CLOSED SESSION

Motion by Jones to convene in closed session at 7:52 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 8:09 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:09 p.m.

/s/Adrienne N. Breitfelder, CMC

City Clerk

1t 11/12

STATE OF IOWA
DUBUQUE COUNTY

SS:

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:

11/12/2025

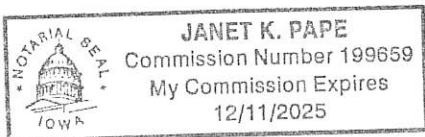
and for which the charge is 485.89



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

this 12th day of November, 2025


Notary Public in and for Dubuque County, Iowa.



COUNCIL APPROVAL

PAYDATE 11-05-2025

VENDOR NAME NET AMOUNT INVOICE DESCRIPTION

1800TShirts \$ 238.00 Parking Employee Uniforms; 1800TShirts
154.00 Parking Employee Uniforms; 1800TShirts 30.00 Parking
Employee Uniforms; 1800TShirts 142.50 Transit Employee
Uniforms; 1800TShirts 55.00 Transit Employee Uniforms;
1800TShirts 88.00 Transit Employee Uniforms; A & G ELECTRIC
COMPANY 689.70 Intermodal Facility - Repairs to Control Box;
ADDOCO INC 1,700.00 MULCH FOR GREENHOUSE AREAS; Advanced Turf
Solutions, Inc. 77.20 TDR MOISTER METER; AIR VACUUM
CORPORATION 1,316.00 ST5-Air Vac Filters for Apparatus Floor;
AIRGAS USA LLC 3,439.87 Liquid Oxygen for the WRRRC - FY26;
AIRGAS USA LLC 2,504.12 Liquid Oxygen for the WRRRC - FY26;
AIRGAS USA LLC 3,411.57 Liquid Oxygen for the WRRRC - FY26;
AIRGAS USA LLC 3,488.91 Liquid Oxygen for the WRRRC - FY26;
AIRGAS USA LLC 3,024.83 Liquid Oxygen for the WRRRC - FY26;
AIRGAS USA LLC 26.74 Medical Oxygen for Ambulances; AIRGAS USA
LLC 3,413.63 Liquid Oxygen for the WRRRC - FY26; AIRGAS USA LLC
19.75 Medical Oxygen for Ambulances; AIRGAS USA LLC 2,993.75
Liquid Oxygen for the WRRRC - FY26; AIRGAS USA LLC 3,374.97
Liquid Oxygen for the WRRRC - FY26; AIRGAS USA LLC 3,315.57
Liquid Oxygen for the WRRRC - FY26; AIRGAS USA LLC 3,444.02
Liquid Oxygen for the WRRRC - FY26; AIRGAS USA LLC 2,635.34
Liquid Oxygen for the WRRRC - FY26; AIRGAS USA LLC 2,311.44
Liquid Oxygen for the WRRRC - FY26; ALL SEASONS TRUCKING INC
7,300.00 Terminal Street Lift Station Bypass Pumping; ALL STAR
ENVIRONMENTAL LLC 150.00 Removal & Disposal of 3 Mud Joint
Fittings; ALLIANT ENERGY 1,725.89 Electricity for Intermodal
Oct 25; ALLIANT ENERGY 628.62 ELECTRIC BILLS FOR FY26; ALLIANT
ENERGY 3,489.09 ELECTRIC BILLS FOR FY26; ALLIANT ENERGY
2,149.79 Electricity for JOTC Oct 25; ALLIANT ENERGY 87.77
ELECTRIC BILLS FOR FY26; ALLIANT ENERGY 194.28 ELECTRIC BILLS
FOR FY26; ALLIANT ENERGY 1,952.90 ST3-Underground Service
Cable for Generator; ALLIANT ENERGY 79.65 ELECTRIC BILLS FOR
FY26; ALLIANT ENERGY 605.04 ELECTRIC BILLS FOR FY26; ALLIANT
ENERGY 10,234.17 Electrical Service for Building; ALLIANT
ENERGY 103.22 FY26 Electric Traffic & Street Lights; ALLIANT
ENERGY 89.63 ELECTRIC BILLS FOR FY26; ALLIANT ENERGY 1,957.31
FY26-UTILITY EXPENSE - ELECTRICITY FOR 6 STATIONS; ALLIANT
ENERGY 14,545.14 WRRRC Electrical Expense - FY26; ALLIANT
ENERGY 1.71 FY26 Electric Traffic & Street Lights; ALLIANT
ENERGY 2,733.88 ELECTRIC BILLS FOR FY26; ALLIANT ENERGY
3,757.62 ELECTRIC BILLS FOR FY26; ALLIANT ENERGY 18,823.53
WRRRC Lift Stations - Electricity Expense FY26; ALLIANT ENERGY
306.89 FY26 Electrical Service for 300 Main, Suite 330;
ALLIANT ENERGY 259.62 FY26 Electrical Service for 300 Main,
Suite 330; Amazon Capital Services, Inc. 313.59 Supplies for
programs, patrons, and maintenance; Amazon Capital Services,
Inc. 79.03 Supplies for programs, patrons, and maintenance;
Amazon Capital Services, Inc. 219.98 Supplies for programs,
patrons, and maintenance; Amazon Capital Services, Inc. 27.98
Supplies for programs, patrons, and maintenance; Amazon
Capital Services, Inc. 361.62 Supplies for programs, patrons,
and maintenance; Amazon Capital Services, Inc. 33.49 Supplies
for programs, patrons, and maintenance; Amazon Capital
Services, Inc. 5.88 Supplies for programs, patrons, and
maintenance; Amazon Capital Services, Inc. 13.19 Supplies for

programs, patrons, and maintenance; Aquatic Informatics Inc.
 4,573.20 TOKAY WEBTEST IMPLEMENTATION FEE; ARTLIST LTD
 5,000.00 ArtList_Motion Array Everything Business Plan;
 Ascendance Trucks LLC 390.00 Unit #3411 - Replacement part;
 COUNCIL APPROVAL; 1 of 7; VENDOR NAME NET AMOUNT INVOICE
 DESCRIPTION; Ascendance Trucks LLC 2,835.15 Unit #3405 - Gear,
 Steering, Reman; Ascendance Trucks LLC 129.28 Unit #3405 -
 Tank; Ascendance Trucks LLC 168.74 Unit #3405 - KINGPIN KIT,
 BUSHING, WATER PUMP; AT&T Mobility National Accounts, LLC
 6,106.94 FY26 First Net Charges for iPhone/Tech Services; AT&T
 Mobility National Accounts, LLC 3,710.70 Cellular Service for
 Department; AT&T Mobility National Accounts, LLC 1,228.41 AT&T
 FirstNet - 08/29/25-09/28/25; Atlas Copco North America Inc
 28,795.00 Portable Boiler Rent - Sept/Oct & Delivery Charge;
 Atlas Copco North America Inc 30,795.00 Portable Boiler Rent -
 Sept/Oct & Delivery Charge; B L MURRAY COMPANY INC 88.90
 Cleaning Supplies; Bauer Built Inc 198.00 Bus Tire Repairs
 Gillig #2683, 2501, 2500; Bauer Built Inc 392.40 Bus Tire
 Repairs Gillig #2683, 2501, 2500; Bauer Built Inc 392.40 Bus
 Tire Repairs Gillig #2683, 2501, 2500; Bauer Built Inc 392.40
 Bus Tire Repairs Gillig #2681, 2502; Bauer Built Inc 392.40
 Bus Tire Repairs Gillig #2681, 2502; BENJAMIN J GINTER 75.99
 Shop Supplies - GLOVES FOR SANDBLASTER; BILL MILLER LOGGING
 INC 1,062.00 MULCH FOR ORANGE PARK; BLACK HILLS/IOWA GAS
 UTILITY CO 44.39 FY26 1805 Central Ste 2; BLACK HILLS/IOWA GAS
 UTILITY CO 63.77 FY26 1157 Central Colts and MFC Bldg; BLACK
 HILLS/IOWA GAS UTILITY CO 43.09 NATURAL GAS FOR FY26; BLACK
 HILLS/IOWA GAS UTILITY CO 43.09 FY2026 BLANKET PO - GAS COSTS;
 BLACK HILLS/IOWA GAS UTILITY CO 66.36 FY26 1101 Central Colts
 and MFC Bldg Natural Gas; BLACK HILLS/IOWA GAS UTILITY CO
 152.76 FY26 350 W 6th St Federal Bldg Natural Gas; BLACK
 HILLS/IOWA GAS UTILITY CO 53.33 FY26 1310 Main St Annex
 Natural Gas; BLACK HILLS/IOWA GAS UTILITY CO 68.53 FY26 350 W
 6th St Federal Bldg Natural Gas; Boomerang Corp 32,145.77
 Granger Creek Lift Station Improvements; BRANDON J NOEL 350.00
 DJ FOR SPECIAL POPULATIONS HALLOWEEN DANCE; BUTT'S FLORIST &
 GREENHOUSE 55.00 FY26 WEEKLY FLOWER ARRANGEMENTS; BUTT'S
 FLORIST & GREENHOUSE 55.00 FY26 WEEKLY FLOWER ARRANGEMENTS;
 CALLAWAY GOLF SALES COMPANY 368.94 PRO SHOP ITEMS; CALLAWAY
 GOLF SALES COMPANY 129.00 PRO SHOP ITEMS; CALLAWAY GOLF SALES
 COMPANY 765.54 PRO SHOP ITEMS; CARLISLE RYAN DIGITAL SERVICES
 97.51 invoice from planning dept 100053552; CEDAR RAPIDS
 HOUSING SERVICES 289.27 FSS#001550 ESCROW TRANSFER; CINTAS
 CORP 80.26 Floor Mat Service; CINTAS CORP 60.00 Cleaning
 Supplies / Mats - Intermodal - FY26; CINTAS CORP 35.00
 JANITORIAL SUPPLIES- BHGC; CINTAS CORP 179.80 Mats, Cloths,
 shop towels JOTC FY26; CINTAS CORP 193.87 FY2026 BLANKET PO -
 UNIFORMS; CINTAS CORP 90.30 Floor Mat Service; CINTAS CORP
 45.06 Floor Mat Service; CINTAS CORP 35.00 JANITORIAL
 SUPPLIES- BHGC; CINTAS CORP 52.43 Various Maintenance - FY26;
 CINTAS CORP 19.45 Various Maintenance - FY26; CINTAS CORP
 54.48 Floor Mat Service; CINTAS CORP 179.80 Mats, Cloths, shop
 towels JOTC FY26; CINTAS CORP 272.29 Various Maintenance -
 FY26; CINTAS CORP 203.92 FY2026 BLANKET PO - UNIFORMS; CINTAS
 CORP 131.36 Cintas Ramp Rugs FY26; CINTAS CORP 60.00 Cleaning
 Supplies / Mats - Intermodal - FY26; CINTAS CORP 35.00
 JANITORIAL SUPPLIES- BHGC; CINTAS CORP 220.66 FY2026 BLANKET
 PO - UNIFORMS; CINTAS CORP 692.84 Rugs/Towels for the
 WRRF-FY26; CINTAS FIRST AID & SAFETY 17.79 Replenish Safety
 Supplies Garage; CINTAS FIRST AID & SAFETY 113.87 FY2026

BLANKET PO - FIRST AID SUPPLIES; CINTAS FIRST AID & SAFETY
 109.03 FIRST AIDE CABINET RESTOCKED; CINTAS FIRST AID & SAFETY
 18.78 FIRST AIDE CABINET RESTOCKED- POD MARINA; CITY OF CEDAR
 RAPIDS 6,750.00 Cedar Rapids Academy; City of Dubuque
 14,955.00 OCTOBER SUBSIDY; CITY OF DUBUQUE - UB 787.95
 COMMUNITY IMPACT SERVICE PROGRAM FR 9/1/25-9/14/25; CivicPlus
 LLC 31,414.18 CivicPlus license and service agreement; 2 of 7;
 VENDOR NAME NET AMOUNT INVOICE DESCRIPTION; CLEAN SWEEP OF I &
 I LLC 38.00 Car Wash; CLOCKWORK PARTNERS LLC 45.46 VIEWING
 TOWERS -EPP; COLONIAL TERRACE ANIMAL HOSPITAL 284.00 Prof Vet
 services potential neglect; COLONIAL TERRACE ANIMAL HOSPITAL
 775.50 Prof Vet services stray dog hit by car; COMMAND
 SECURITY SOLUTIONS 30.89 ALARM MONITORING FY26; COMMAND
 SECURITY SOLUTIONS 38.99 ALARM MONITORING FY26; COMMAND
 SECURITY SOLUTIONS 38.99 ALARM MONITORING FY26; COMMUNICATIONS
 ENGINEERING CO 218.00 SEMI-ANNUAL FIRE PROTECTION INSPECTION;
 COMMUNICATIONS ENGINEERING CO 10,554.33 Ruckus- Watchdog
 Support 2025-2026; COMMUNITY FOUNDATION OF GREATER DBQ
 18,750.00 FY26 Envision Dbq-comm f cos; COMMUNITY FOUNDATION
 OF GREATER DBQ 21,250.00 FY26 Project HOPE comm f COS;
 COMMUNITY FOUNDATION OF GREATER DBQ 18,750.00 FY26 Envision
 Dbq-comm f cos; COMMUNITY FOUNDATION OF GREATER DBQ 21,250.00
 FY26 Project HOPE comm f COS; CONFLUENCE, INC. 20,080.00
 Historic Millwork District Community Space Design;
 CONSTELLATION NEW ENERGY GAS DIV 156.60 Natural Gas City Hall;
 CONSTELLATION NEW ENERGY GAS DIV 2,304.37 Natural Gas - FY26 -
 Constellation; DANIEL SCHUSTER 85.00 Travel Reimbursement;
 DAVE HINZ CONSTRUCTION INC 20,535.95 Bee Branch Baffle Box;
 DEMMER OIL COMPANY 2,688.73 UNLEADED FUEL- POD MARINA;
 Digitech Computer LLC 10,255.96 Ambulance Billing Cash
 Receipts; Dinges Partners Group 1,350.00 Flashlights and Glove
 Straps; Dinges Partners Group 1,118.06 Cleaning & repair of
 turnout gear; Dinges Partners Group 161.06 Flashlights and
 Glove Straps; DreamSeats, LLC 6,415.00 ST3-Conference
 Table/Chairs & Recliners; DUBUQUE AREA CHAMBER OF COMMERCE
 1,570.00 2025-26 Leadership Dubuque Program; DUBUQUE COMMUNITY
 SCHOOL DIST 450.00 DCSD GYM RENTAL; DUBUQUE COMMUNITY SCHOOL
 DIST 5,068.41 Franchise Fee FY26; DUBUQUE COUNTY ABSTRACT &
 TITLE 145.00 Dubuque County Abstract & Title Company - IFA;
 DUBUQUE COUNTY AUDITOR 39,982.35 Elections; DUBUQUE COUNTY
 RECORDER 409.00 ACE CONSTRUCTION CONDEMNATION RECORD FEE;
 DUBUQUE COUNTY SHERIFF 8,277.89 DDTF Aug & Sept 25 Shared Exp
 Reports; DUBUQUE COUNTY SHERIFF 5,781.39 DDTF Aug & Sept 25
 Shared Exp Reports; DUBUQUE COUNTY SHERIFF 22,180.42 Dubuque
 County Sheriff Sept25; DUBUQUE HOSE & HYDRAULICS 154.28 Shop
 Supplies 10/16/25; DUBUQUE HOSE & HYDRAULICS 71.08 Shop Tools
 10/17/25; DUBUQUE HOSE & HYDRAULICS 419.56 UNIT #3471 - HOSE
 ASSEMBLY; DUBUQUE SIGN COMPANY 155.00 LID FOR BOX AT POD
 MARINA; DUBUQUE VISITING NURSE ASSOCIATION 2,805.20 Dubuque
 VNA Lead HH 10.9.2025; DYNAMIC LIFECYCLE INNOVATIONS INC
 12,268.75 LF-Recycling services; EASTERN IOWA EXCAV & CONCRETE
 LLC 65,929.06 Iowa Amphitheater Schmitt Island Bid Pkg 1; Ed
 Stivers Ford Inc 49,713.00 VEHICLE 4907 REPLACEMENT; ETALYC,
 Inc. 5,000.00 Hyperflow Program - STIC; ETHAN J LEMBKE 400.00
 Per Diem ILEA Instructor Joint Firearms; ETHAN J LEMBKE 400.00
 Per Diem ILEA Instructor Joint Firearms; Evora Energy LLC
 15,320.86 Fuel Island Demo & Construction; Evora Energy LLC
 5,569.75 Fuel Island Demo & Construction; EVORA ENERGY, LTD
 2,799.50 TRI ANNUAL FUEL INSPECTIONS; EXPRESS EMPLOYMENT
 PROFESSIONALS 676.39 Dispatcher Temp Services; EXPRESS

EMPLOYMENT PROFESSIONALS 845.73 Dispatcher Temp Services;
 EXPRESS EMPLOYMENT PROFESSIONALS 271.09 Dispatcher Temp
 Services; EXPRESS EMPLOYMENT PROFESSIONALS 627.34 Dispatcher
 Temp Services; EXPRESS EMPLOYMENT PROFESSIONALS 744.60
 Temporary Administrative Assistant for HR; EXPRESS EMPLOYMENT
 PROFESSIONALS 770.00 Express Employee 10122025; EXPRESS
 EMPLOYMENT PROFESSIONALS 709.20 Dispatcher Temp Services;
 EXPRESS EMPLOYMENT PROFESSIONALS 770.00 Express Employee
 10192025; EXPRESS EMPLOYMENT PROFESSIONALS 315.00 Charge for
 Custodian - Phyllis Arensdorf; FERGUSON WATER WORKS SUPPLY
 #2516 3,187.50 SUPPLIES FOR METER STOCK; FOUR MOUNDS
 FOUNDATION 15,000.00 FY26 COS WINTER FARMERS MARKET MGMT;
 FRANSYL EQUIPMENT INC 620.00 REPAIRS ON #4425; FRIENDS OF ST
 MARY 1,000.00 Steeple Square Community Fest; 3 of 7; VENDOR
 NAME NET AMOUNT INVOICE DESCRIPTION; GENUINE PARTS COMPANY INC
 8.54 UNIT #3450 - MDL 30 OPEN BCK GRMT; GENUINE PARTS COMPANY
 INC 324.30 Stock Filters 10/17/25; GENUINE PARTS COMPANY INC
 6.26 UNIT #3451 - GROMMET; GENUINE PARTS COMPANY INC 207.08
 STOCK FILTERS; GENUINE PARTS COMPANY INC 35.38 Shop Supplies;
 GENUINE PARTS COMPANY INC 10.38 Stock Filters 10/23/25;
 GENUINE PARTS COMPANY INC 73.01 Stock Filters; GENUINE PARTS
 COMPANY INC 275.32 STOCK FILTERS 10/27/25; GENUINE PARTS
 COMPANY INC 23.74 Shop Supplies 10/27/25; GENUINE PARTS
 COMPANY INC 157.08 UNIT #1702 - AFT, OIL; GIERKE ROBINSON
 COMPANY INC 263.28 Unit #2702 - Gaskets, Carb. Assy, Spring,
 Filters; GILLIG LLC 8.90 Stock; GILLIG LLC 580.81 Stock -
 GILLIG 10/13/25; GILLIG LLC 342.18 UNIT #2683 - VALVES; GILLIG
 LLC 227.64 STOCK GILLIG 10/24/2025; GOODYEAR TIRE & RUBBER
 2,599.05 Goodyear Tires August 25; GRAYMONT WESTERN LIME INC
 5,505.64 FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME; GRAYMONT
 WESTERN LIME INC 5,537.44 FY2026 BLANKET PO - HIGH CALCIUM
 QUICKLIME; GRAYMONT WESTERN LIME INC 5,467.48 FY2026 BLANKET
 PO - HIGH CALCIUM QUICKLIME; GRAYMONT WESTERN LIME INC
 5,571.36 FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME; HAUSERS
 WATER SYSTEMS INC 141.00 9" Mixed Bed Exch Tank - 10/10/25;
 HERBST UPHOLSTERY 540.00 UNIT #3241 - 3 TRUCK SEATS
 UPHOLSTERED; HILLS & DALES CHILD DEVELOPMENT 63.37 Franchise
 Fee FY26; HILLS & DALES CHILD DEVELOPMENT 923.95 Franchise Fee
 FY26; HILLS & DALES CHILD DEVELOPMENT 933.99 Franchise Fee
 FY26; HILLS & DALES CHILD DEVELOPMENT 63.38 Franchise Fee
 FY26; HILLS & DALES CHILD DEVELOPMENT 65.84 Franchise Fee
 FY26; HILLS & DALES CHILD DEVELOPMENT 750.13 Franchise Fee
 FY26; HM Life Insurance Company 95,095.31 Stop Loss Insurance
 premium for October 2025; HODGE COMPANY 11,684.98 Oct Data
 Center Rent and Expenses; HTC ENTERPRISES LC 977.71 UNIT #4002
 Replacement Parts; IMON COMMUNICATIONS LLC 10,938.50 Bor 7 way
 Conduit NWA Penn to Chavenelle; INTERSTATE POWER SYSTEMS INC
 869.00 UNIT# 3471 - Belts, Pulley; INTERSTATE POWER SYSTEMS
 INC 295.98 UNIT# 3471 - Oil pressure pipe; IOWA COMMUNITIES
 ASSURANCE POOL 6,521.45 FY26 Damage Claims; IOWA DEPARTMENT OF
 PUBLIC SAFETY 50.00 Certification Fees; IOWA DEPARTMENT OF
 PUBLIC SAFETY 50.00 Certification Fees; IOWA DEPT OF
 INSPECTIONS & APPEALS 40.00 Boiler Inspection - 10/08/25; IOWA
 KENWORTH INC 117.76 Stock - Engine; IOWA KENWORTH INC 3,520.00
 Stock 10/27/2025; Iron Creek Group LLC 2,279.17 FY26 Rent for
 300 Main, Suite 330; J & R SUPPLY COMPANY 1,116.50 HI-VIZ
 COATS FOR WATER DISTRIBUTION STAFF; JAMES J GRAVES 75.00 UNIT#
 170003 - Animal Control vehicle decals; JAMES J GRAVES 55.00
 UNIT# 430006 - WRRC door decals; JEFFREY W ZASADA 6.99
 Reimbursement for No Trespass sign - 980 Thomas Pl; JILL M

CONNORS 29.00 reimbursement request jc; KENNETH M MILLER
 580.80 40th Annual Hazardous Mat Management Conf 07/11/25;
 KILBURG EQUIPMENT LLC 317.29 Unit #3411 - TAG REGULATOR
 PRESSURE; KILBURG EQUIPMENT LLC 1,504.58 Unit #3411 - MODULES;
 KMDE LLC 1,938.48 MSC Solar Production- July 2025; KMDE LLC
 1,996.56 MSC Solar Production- Aug 2025; KMDE LLC 1,996.56 MSC
 Solar Production- Sept 2025; KNOWBE4, INC 35,761.67 KnowBe4
 Security Awareness Training & Subscription; KRUSER SEPTIC
 SERVICE INC 405.00 FY26 WRRC As Needed Maintenance; LESLEIN
 TRUCKING 23,569.65 FY2026 BLANKET PO - SLUDGE HAULING
 SERVICES; LINK HYDRAULIC & SUPPLY 108.66 Unit #1906 - Drawer
 slide; LINWOOD CEMETERY ASSOCIATION 174.20 MONTHLY
 SUPPORT-SEPTEMBER 2025; LOGAN CONTRACTORS SUPPLY INC 2,637.36
 3/4x18x3.5-12CD ST TECTYL; Logan Splinter 7,237.41
 HDQ-Painting of Fire Headquarters; LYLE SUMEK ASSOCIATES INC
 24,481.15 August (Sept) 2025 Goal Setting - Lyle Sumek; 4 of
 7; VENDOR NAME NET AMOUNT INVOICE DESCRIPTION; MACQUEEN
 EQUIPMENT GROUP 1,729.68 UNIT #2704 - JOYSTICK; MACQUEEN
 EQUIPMENT GROUP 2,739.95 UNIT #4007 - BELT; MACQUEEN EQUIPMENT
 GROUP 224.52 UNIT #4007 - Strap, Dirt Shoe Ext Spring; MARK J
 PORTZ 453.60 Per Diem ILEA Instructor Joint Firearms; MARK J
 PORTZ 400.00 Per Diem ILEA Instructor Joint Firearms; Martin E
 Benda 100.00 Per Diem APCO Fall 2025 Conference; MARY R
 CORRIGAN 40.00 Corrigan per diem 10/13/25-10/14/25 Ankeny, IA;
 MEDIACOM 236.90 FY26 INTERNET FOR POD MARINA; MEDICAL
 ASSOCIATES CLINIC PC 1,679.02 MMPI & Physical for New officer;
 MEGAN CARBONELLI 750.00 3rd and final Art En Route bus stop m;
 MERCY MEDICAL CENTER 525.00 EMS Pharmacy Fees; MICHAEL W
 WEIKERT JR 1,584.00 LF- Recycling Services; MIDLAND SCIENTIFIC
 INC 18,979.96 Midi Vap Ammonia Analyzer; MIKE FINNIN FORD LLC
 215.34 Unit# 2618 - END ASY, GASKET, PAN ASY, CAP, OIL; MIKE
 FINNIN FORD LLC 10.68 Unit# 2618 - CAP-FILLER; MIKE FINNIN
 FORD LLC 821.73 Unit# 2615 - OIL, SCREEN, GASKET, ROTERS,
 BRAKE KI; Mint Green Group USA 98.45 PRO SHOP SPECIALTY ITEM;
 MODERN PIPING INC 4,327.50 Periodic Inspection of Auxiliary
 Boiler; MODERN PIPING INC 950.50 Periodic Inspection of
 Auxiliary Boiler; MULGREW OIL COMPANY 616.75 UNLEADED AND
 DIESEL FUEL- BHGC; MULGREW OIL COMPANY 433.72 UNLEADED AND
 DIESEL FUEL- BHGC; MULGREW OIL COMPANY 358.35 UNLEADED AND
 DIESEL FUEL- BHGC; MULGREW OIL COMPANY 392.22 UNLEADED AND
 DIESEL FUEL- BHGC; MULGREW OIL COMPANY 2,413.57 LF-# 2 PRM
 DYED WNTR DSL ULS15PPM 10/14/25; MULGREW OIL COMPANY 1,691.13
 LF-# 2 PRM DYED WNTR DSL ULS15PPM 10/16/25; MULGREW OIL
 COMPANY 521.66 Winter Blend #2 - WRRRC Use; MULGREW OIL COMPANY
 165.86 Winter Blend #1 - WRRRC Use; MUNICIPAL PIPE TOOL CO LLC
 1,265.55 UNIT#2711 - PARTS; MUNICIPAL PIPE TOOL CO LLC
 1,958.23 UNIT#2711 - Repair; MUNICIPAL PIPE TOOL CO LLC 151.59
 UNIT#2704 - Parts; MUNICIPAL PIPE TOOL CO LLC 3,866.03
 UNIT#2703 - Repair labor and parts; NATHAN M STEFFEN 80.00
 Steffen Travel Reimbursement APWA Fall Conference; NICHOLAS
 EDWARDS, MD 3,333.33 EMS Director Yearly Salary for EMS
 Support FY26; NIELAND REFRIGERATION 6,392.23 WALK IN COOLER
 REPAIRS; O'REILLY AUTOMOTIVE INC 222.54 UNIT #130004 - FAN
 ASSEMBLY; O'REILLY AUTOMOTIVE INC 99.90 Stock Fluids 10/20/25;
 O'REILLY AUTOMOTIVE INC 179.80 Stock Blades 10/20/25; O'REILLY
 AUTOMOTIVE INC 144.80 UNIT #110025 - LUG NUTS; Otocast, LLC
 1,375.00 "2025 AOTR Otocast"; OVERDRIVE INC 27.99 Downloadable
 Materials for Children's Collection; OVERHEAD DOOR COMPANY
 491.50 JOTC garage door repairs; PALS 2,483.32 SD Grant-Lions
 Walk & Roll to School Week-PALS; PARK PLANET 570.00 MIRACLE

LEAGUE PLAYGROUND PARTS; PATRICIA L GLEASON 446.30 Travel
 Reimbursement - Gleason for IMFOA Conferenc; PEGGY S ABIDI
 159.30 MILEAGE REIMBURSEMENT-ABIDI; PENDLETON TURF SUPPLY
 690.50 TURF CHEMICALS; PHELPS THE UNIFORM SPECIALISTS 48.19
 Blanket Purchase Order - Weekly Uniform Cleaning; PIGOTT INC.
 11,652.86 Furniture for Bureau Chief of EMS & Training; PITNEY
 BOWES GLOBAL FINANCIAL 824.94 Lease for Postage Meter
 2025-09-06 to 2025-12-05; PRAIRIE FARMS 3,635.81 Franchise Fee
 FY26; PRAIRIE FARMS 491.63 Franchise Fee FY26; RACOM
 CORPORATION 223.93 HEADSET REPLACEMENT PARTS; RACOM
 CORPORATION 103,892.71 FY26-Portable Radios for Fire
 Department; RAPIDS REPRODUCTION INC 187.00 Ink and paper
 supplies for the plotter; RDG PLANNING & DESIGN 43,461.02 Q
 Casino Amphitheater Planning-New PO w/New Coding; RDG PLANNING
 & DESIGN 1,551.25 Q Casino Amphitheater Planning-New PO w/New
 Coding; RDG PLANNING & DESIGN 1,223.75 Q Casino Amphitheater
 Planning-New PO w/New Coding; RDG PLANNING & DESIGN 703.75 Q
 Casino Amphitheater Planning-New PO w/New Coding; RICHARD F
 BIECHLER 145.39 ST6-Changed Breaker in Panel; RILCO, Inc
 376.25 Def Bulk; 5 of 7; VENDOR NAME NET AMOUNT INVOICE
 DESCRIPTION; RILCO, Inc 358.75 Def Bulk; RILCO, Inc 4,427.25
 Stock Fluids 10/22/25; RIVER CITY STONE 118.39 FY2026 BLANKET
 PO - ROCK/STONE FILL FOR WATER MAIN; RIVER CITY STONE 246.32
 FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN; ROBERT D
 SCHIESL 80.00 Schiesl Travel Reimbursement Iowa APWA Fall
 Conf; ROEDER OUTDOOR POWER EQUIPMENT 449.85 Stock Filters
 10/23/25; ROWELL CHEMICAL CORP 8,122.69 FY25-26 SODIUM
 HYPOCHLORITE BLANKET ORDER FOR WATE; SADLER POWER TRAIN INC
 735.71 Stock Filters 10/23/25; Schadl Incorporated 1,344.36
 Landfill General Plumbing- Pump Out Mudpits; SCHIMBERG COMPANY
 2,385.00 PARTS FOR METER STOCK; SEDONA STAFFING 609.00 Hours
 Worked - Admin Support - 10/19/25; SELCO INC 7,500.00 W 32nd
 Street Pavement Markings; SIMON FIRE EQUIPMENT & REPAIR INC
 34.50 Unit #1916 - Utility Light; SIMON FIRE EQUIPMENT &
 REPAIR INC 468.21 Stock Fire - 8/26/25; SIMON FIRE EQUIPMENT &
 REPAIR INC 363.50 Unit #1905 - VALVE KITS, OUTLET SEAL; SIMON
 FIRE EQUIPMENT & REPAIR INC 1,320.09 Unit #1916 - Flow meter
 sensor, Cable; SKYLINE TRUCKING & STORAGE INC 200.00 TOP SOIL;
 SKYLINE TRUCKING & STORAGE INC 550.00 TOP SOIL; SPRING GREEN
 LAWN CARE 305.25 WEED CONTROL; ST LUKES HEALTH - UNITYPOINT
 CLINIC 588.00 Random drug and alcohol tests - Aug & Sept 2025;
 Steven Puls 82.35 July - Sept 2025 Mileage - SP; SUSTAINABLE
 STRATEGIES DC 7,500.00 Strategic Funding Services - Grant
 Writing; Taylor Moch 138.88 Lunch for drone demo; THE FISCHER
 COMPANIES 80.00 Nov Parking for Human Rights 2 Spots at MFC
 Lot; THE FISCHER COMPANIES 80.00 Parking for IT - 2 spaces at
 Annex October; THE LOCKSMITH EXPRESS 198.50 DOGGING KIT &
 REMOVAL PANEL HARDWARE; THE LOCKSMITH EXPRESS 460.00 SERVICING
 LOCKS AT POD MARINA; THE LOCKSMITH EXPRESS 135.00 SERVICING
 LOCKS AT POD MARINA; THE LOCKSMITH EXPRESS 287.00 SERVICING
 LOCKS AT POD MARINA; THE LOCKSMITH EXPRESS 70.00 SERVICING
 LOCKS AT POD MARINA; THEISENS INC 80.00 Transit Uniform shoes;
 THOMPSON TIRE & RETREAD 1,007.64 UNIT# 1999 - REPLACE TIRES,
 ALNMNT, STRGHT WHEEL; THOMPSON TIRE & RETREAD 1,032.00 UNIT#
 2562 - TIRE MOUNT 10/14/25; THOMPSON TIRE & RETREAD 75.00
 UNIT# 2680 - TIRE EXCHANGE; THOMPSON TIRE & RETREAD 75.00
 UNIT# 2682 - REPLACE TIRE; THOMPSON TIRE & RETREAD 383.00
 UNIT# 2616 - MOUNTING, ALIGNMENT; THOMPSON TIRE & RETREAD
 1,956.15 UNIT# 3204 - REPLACE TIRE; THOMPSON TIRE & RETREAD
 1,092.88 UNIT# 540010 - PARTS; THOMPSON TIRE & RETREAD 195.00

UNIT# 2618 - ALIGNMENT; THREE RIVERS FS INC 424.65 LP GAS
 -MILLER RIVERVIEW; THREE RIVERS FS INC 43.65 MSC- LP Gas 33#
 Cylinder; TOP GRADE EXCAVATING INC 1,430,087.16 Old Mill LS
 and FM Project Phase 2; TOTAL ENERGY SYSTEMS LLC 2,384.88 Port
 Ramp Service Call; TRICON CONSTRUCTION GROUP 361,373.75 Old
 Mill Lift Station and Force Main; TRUCK EQUIPMENT INC 425.30
 UNIT #4008 - LED LIGHT; TRUCK EQUIPMENT INC 1,025.10 UNIT
 #4008 - PARTS; TRUGREEN LIMITED PARTNERSHIP 168.10 FY26 Fed
 Bldg Lawn; TSCHIGGFRIE EXCAVATING 47,374.21 Primary Clarifier
 Cleaning - due to rainstorm; TSCHIGGFRIE EXCAVATING 242,854.90
 N Schmitt Island Collection System Project Phase 1; TURPIN
 DODGE OF DUBUQUE LLC 374.00 UNIT #1915 - SENSOR; TURPIN DODGE
 OF DUBUQUE LLC 96.19 UNIT #1702 - FILTERS; TURPIN DODGE OF
 DUBUQUE LLC 42.74 Stock; Tyler McDonald 291.67 Stipend for
 Western Iowa Tech Academy; UNITED WAY SERVICES INC 1,000.00
 United Way_FY26 Purchase of Services Agreement; US Foods
 489.59 MISC FOOD ITEMS- BHGC; US Foods 47.28 FOOD STORAGE BAG
 FOR BHGC SNACK BAR; VAN-WALL EQUIPMENT CO 145.88 PARTS FOR
 GOLF MAINTENANCE SHOP; VAN-WALL EQUIPMENT CO 65.80 PARTS FOR
 GOLF MAINTENANCE SHOP; VERIZON WIRELESS SERVICES LLC 100.16
 Fixed Route Signs Data; VERIZON WIRELESS SERVICES LLC 255.62
 Fixed Route Rangers Data; 6 of 7; VENDOR NAME NET AMOUNT
 INVOICE DESCRIPTION; VERIZON WIRELESS SERVICES LLC 240.24
 Fixed Route Rangers Data; Vestis Group Inc (f/k/a Aramark)
 131.94 Linens, tablecloths, cleaning cloths; Waterloo Tent &
 Tarp Company, Inc 7,790.00 POOL CANOPIES; WELTER STORAGE
 EQUIPMENT CO INC 2,550.00 NEW CHAIRS FOR WTP-REPLACING BROKEN
 ONES; WELU PRINTING COMPANY 312.80 STAFF BUSINESS CARDS; WELU
 PRINTING COMPANY 43.13 BUSINESS CARDS-LAURANA SNYDER; WENZEL
 TOWING SERVICE 187.50 Unit #2616 - CITY BUS TOWING; Western
 Iowa Tech Community College 6,681.29 Tuition Cost for New
 Officer Academy; WESTPHAL & COMPANY, INC 7,760.00 Ruby Sutton
 Bldg - Access Control System; WESTPHAL & COMPANY, INC 9,150.00
 Boiler Room E-Stops, Gas Meters/Lighting; WESTPHAL & COMPANY,
 INC 254.38 Building Electrical Services; William Yeo 25.00 Gas
 for Ankeny Lab; Wincie Doffing 100.00 Per Diem APCO Fall 2025
 Conference; WK CONSTRUCTION CO INC 17,130.96 (B)- Asphalt
 Milling Profile Services; WK CONSTRUCTION CO INC 18,395.16
 (B)- Asphalt Milling Profile Services; WK CONSTRUCTION CO INC
 27,497.40 (B)- Asphalt Milling Profile Services; ZOOBEAN INC
 1,545.00 Beanstack subscription Sep. 2025 to Sep. 2026;
 Zynnovation LLC 6,605.76 TREE DIAPERS FOR TREE PLANTING \$
 3,462,595.23
 1t 11/12

STATE OF IOWA
DUBUQUE COUNTY

SS:

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:

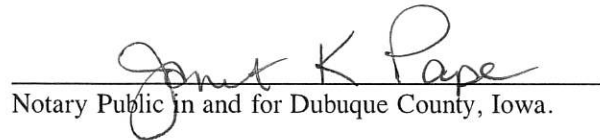
11/12/2025

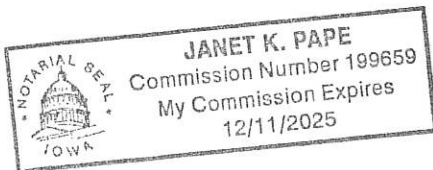
and for which the charge is 106.87



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

this 12th day of November, 2025


Notary Public in and for Dubuque County, Iowa.



CITY OF DUBUQUE
PERIOD ENDING JULY 31, 2025
FINALIZED 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
FINALIZED 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 finalized. All revenues have been reconciled and posted.

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

Revenue Type Amount

Charge for services 9,404,582.50; 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 \$ 18,663,733.95

CITY OF DUBUQUE
PERIOD ENDING AUGUST 31, 2025
FINALIZED 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 407,059.22; DMASWA 1,052,810.28; Total \$ 18,663,733.95

*Please note that the financial information presented is finalized. All revenues have been reconciled and posted.

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

General 1,910,919.52; Special Revenue 664,603.93; Capital Projects 2,015,837.22; Water 525,682.50; Sanitary Sewer 285,900.60; Stormwater 29,370.55; Parking 80,001.31; Refuse 45,921.79; Transit 38,987.22; Internal Service 4,022.52; DMASWA 274,594.90; GRAND TOTAL \$ 5,875,842.06

*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 7,447,619.90; Grants/Contributions 3,360,947.59; Property Taxes 2,841,926.37; TIF 2,009,543.25; LOST 1,100,968.65; Hotel/Motel Tax 324,018.54; Utility Franchise Fees 629,064.30; Gaming 52,421.88; Investment Earnings 148,077.15; Gain on Disposal 28,446.01; Miscellaneous 142,265.00; Total \$ 18,085,298.64

CITY OF DUBUQUE

PERIOD ENDING SEPTEMBER 30, 2025 INTERIM REVENUES BY FUND

Fund Amount

General Fund 7,909,837.96; Special Revenue 4,244,978.81; Debt Service 28,498.05; Capital Projects 741,338.39; Water 1,014,494.97; Sanitary 1,136,022.96; Stormwater 536,491.01; Parking 240,666.82; Refuse 354,824.43; Transit 172,968.65; Internal Service 685,822.22; DMASWA 1,019,354.37; Total \$ 18,085,298.64

*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 1,459,434.73; Special Revenue 91,386.40; Capital Projects 1,412,557.20; Water 106,035.73; Sanitary Sewer 695,861.27; Stormwater 274,881.01; Parking 28,777.92; Refuse 4,034.53; Transit 16,891.43; Internal Service 7,306.27; DMASWA 1,279,493.20; GRAND TOTAL \$ 5,376,659.69

*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 OCTOBER 31, 2025 INTERIM REVENUES BY TYPE

Revenue Type Amount

Charge for services 7,613,346.14; Grants/Contributions 1,716,918.36; LOST 1,191,929.51; Hotel/Motel Tax 378,459.51; Utility Franchise Fees 131,754.00; Gaming 34,458.20; Investment Earnings 125,934.18; Gain on Disposal 17,823.04; Miscellaneous 2,561,221.41; Total \$ 13,771,844.35

CITY OF DUBUQUE

PERIOD ENDING OCTOBER 31, 2025 INTERIM REVENUES BY FUND

Fund Amount

General Fund 3,245,431.55; Special Revenue 1,610,791.25; Capital Projects 598,520.48; Water 1,753,857.10; Sanitary 4,088,072.70; Stormwater 846,634.48; Parking 173,966.72; Refuse 552,955.02; Transit 70,060.91; Internal Service 10,079.22; DMASWA 821,474.92; Total \$ 13,771,844.35

*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.

lt 11/12

STATE OF IOWA
DUBUQUE COUNTY

SS:

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:

11/12/2025

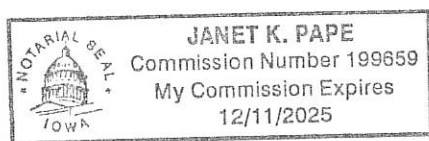
and for which the charge is 458.44



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

this 12th day of November, 2025


Notary Public in and for Dubuque County, Iowa.



EXCEPTIONS TO COUNCIL APPROVAL

CHECK # CHECK/PAYMENT DATE VENDOR NAME INVOICE AMOUNT
INVOICE DESCRIPTION

260400013 10/30/2025 3C PAYMENT USA CORP \$ 124.63 FY26 PARK
ACH FEES; 1016409 10/29/2025 AAAE 700.00 US Contract Tower
Association Membership; 519390 10/29/2025 Abigale David 120.00
2025 FALL AFTER SCHOOL BASKETBALL PROGRAM; 1016417 10/29/2025
AECOM TECHNICAL SERVICES INC 73,717.82 B2E2 (705) RAISE
Planning Grant Design Services; 1016453 10/29/2025 AFFINITECH
INC 37,435.04 SSA Quantum Server Support 2025; 519359
10/29/2025 ALLIANT ENERGY 2,047.81 FY26 Electric Traffic &
Street Lights; 519359 10/29/2025 ALLIANT ENERGY 154.72 FY26
Electric Traffic & Street Lights; 519359 10/29/2025 ALLIANT
ENERGY 279.46 FY26 Electric Traffic & Street Lights; 519359
10/29/2025 ALLIANT ENERGY 7,881.95 ALLIANT 4392701000
Ramps/Lots FY26; 519359 10/29/2025 ALLIANT ENERGY 69.97
Blanket Purchase Order - Monthly Electric Service; 519359
10/29/2025 ALLIANT ENERGY 14.85 Blanket Purchase Order -
Monthly Electric Service; 519359 10/29/2025 ALLIANT ENERGY
141.18 Blanket Purchase Order - Monthly Electric Service;
519359 10/29/2025 ALLIANT ENERGY 36.92 Blanket Purchase Order
- Monthly Electric Service; 519359 10/29/2025 ALLIANT ENERGY
27.72 Blanket Purchase Order - Monthly Electric Service;
519359 10/29/2025 ALLIANT ENERGY 146.04 Blanket Purchase Order
- Monthly Electric Service; 519359 10/29/2025 ALLIANT ENERGY
42.28 Blanket Purchase Order - Monthly Electric Service;
519359 10/29/2025 ALLIANT ENERGY 1,009.05 Blanket Purchase
Order - Monthly Electric Service; 519359 10/29/2025 ALLIANT
ENERGY 24.20 Blanket Purchase Order - Monthly Electric
Service; 519359 10/29/2025 ALLIANT ENERGY 1,363.95 Blanket
Purchase Order - Monthly Electric Service; 519359 10/29/2025
ALLIANT ENERGY 50.98 Blanket Purchase Order - Monthly Electric
Service; 519359 10/29/2025 ALLIANT ENERGY 263.56 Blanket
Purchase Order - Monthly Electric Service; 519359 10/29/2025
ALLIANT ENERGY 443.19 Blanket Purchase Order - Monthly
Electric Service; 519359 10/29/2025 ALLIANT ENERGY 77.44
Blanket Purchase Order - Monthly Electric Service; 519359
10/29/2025 ALLIANT ENERGY 178.85 Blanket Purchase Order -
Monthly Electric Service; 519359 10/29/2025 ALLIANT ENERGY
30.53 ELECTRIC BILLS FOR FY26; 519359 10/29/2025 ALLIANT
ENERGY 10,040.92 FY26 Electric Traffic & Street Lights; 519359
10/29/2025 ALLIANT ENERGY 1,748.50 FY26 535 E 16th; 519359
10/29/2025 ALLIANT ENERGY 100.80 FY26 Electric Traffic &
Street Lights; 1016462 10/29/2025 Amanda Scheller 85.00 Travel
Reimbursement; 1016472 10/29/2025 Amano McGann Inc 2,101.00
Amano McGann Amano One Elite Software Package; 1016455
10/29/2025 AMERICA LEARNS LLC 9,026.00 AMERICA LEARNS
SUBSCRIPTION; 519378 10/29/2025 AREA RESIDENTIAL CARE 71.23
Franchise Fee FY26; 519378 10/29/2025 AREA RESIDENTIAL CARE
23.30 Franchise Fee FY26; 519378 10/29/2025 AREA RESIDENTIAL
CARE 54.15 Franchise Fee FY26; 519378 10/29/2025 AREA
RESIDENTIAL CARE 51.18 Franchise Fee FY26; 519378 10/29/2025
AREA RESIDENTIAL CARE 59.31 Franchise Fee FY26; 519378
10/29/2025 AREA RESIDENTIAL CARE 32.39 Franchise Fee FY26;
1016420 10/29/2025 AssuredPartners Capital Inc 277.00
Endorsement added to general policy; 519387 10/29/2025 AT&T
Mobility National Accounts, LLC 1,575.63 FY2026 BLANKET PO -
MONTHLY PHONE & IPAD COSTS; 1016411 10/29/2025 AV FUEL 35.00

Blanket Purchase Order - Aviation Fuel; 1016411 10/29/2025 AV FUEL 20,934.07 Blanket Purchase Order - Aviation Fuel; 1016411 10/29/2025 AV FUEL 20,816.12 Blanket Purchase Order - Aviation Fuel; 1016411 10/29/2025 AV FUEL 19,791.64 Blanket Purchase Order - Aviation Fuel; 1016403 10/22/2025 B G BRECKE INC 3,864.51 Central Storage 2401 Central Ave- Boiler Inspectio; 1016402 10/22/2025 BARD MATERIALS CENTRAL 583.15 CONCRETE FOR EMERGENCY WATER MAIN BREAK; 1016402 10/22/2025 BARD MATERIALS CENTRAL 2,487.53 Various Concrete Products; 1016402 10/22/2025 BARD MATERIALS CENTRAL 4,670.45 Various Concrete Products; 1016402 10/22/2025 BARD MATERIALS CENTRAL 3,059.95 Various Concrete Products; 1016402 10/22/2025 BARD MATERIALS CENTRAL 1,046.83 Various Concrete Products; 1016402 10/22/2025 BARD MATERIALS CENTRAL 7,971.99 Various Concrete Products; 1016402 10/22/2025 BARD MATERIALS CENTRAL 1,006.56 Various Concrete Products; 1016402 10/22/2025 BARD MATERIALS CENTRAL 583.15 Various Concrete Products; 1016402 10/22/2025 BARD MATERIALS CENTRAL 663.68 Various Concrete Products; 1016402 10/22/2025 BARD MATERIALS CENTRAL 507.63 Various Concrete Products; 1016402 10/22/2025 BARD MATERIALS CENTRAL 1,811.81 Various Concrete Products; 1016402 10/22/2025 BARD MATERIALS CENTRAL 646.40 Various Concrete Products; 1016402 10/22/2025 BARD MATERIALS CENTRAL 261.05 Various Concrete Products; 1016402 10/22/2025 BARD MATERIALS CENTRAL 583.15 Various Concrete Products; 1016402 10/22/2025 BARD MATERIALS CENTRAL 422.10 Various Concrete Products; 1016402 10/22/2025 BARD MATERIALS CENTRAL 966.30 Various Concrete Products; 1016402 10/22/2025 BARD MATERIALS CENTRAL 1,032.53 Various Concrete Products; 1016402 10/22/2025 BARD MATERIALS CENTRAL 1,307.88 Various Concrete Products; 1016480 10/29/2025 BARD MATERIALS CENTRAL 502.63 CONCRETE FOR EPP-SHIRAS SIDEWALK; 1016480 10/29/2025 BARD MATERIALS CENTRAL 502.63 CONCRETE DUE TO EMERGENCY WATER MAIN VALVE REPAIR; 1016410 10/29/2025 BLACK HILLS/IOWA GAS UTILITY CO 117.79 NATURAL GAS FOR FY26; 1016410 10/29/2025 BLACK HILLS/IOWA GAS UTILITY CO 49.59 NATURAL GAS FOR FY26; 1016410 10/29/2025 BLACK HILLS/IOWA GAS UTILITY CO 44.39 NATURAL GAS FOR FY26; 1016410 10/29/2025 BLACK HILLS/IOWA GAS UTILITY CO 43.73 NATURAL GAS FOR FY26; 1016410 10/29/2025 BLACK HILLS/IOWA GAS UTILITY CO 101.24 FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS; 1016410 10/29/2025 BLACK HILLS/IOWA GAS UTILITY CO 74.28 FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS; 1016410 10/29/2025 BLACK HILLS/IOWA GAS UTILITY CO 95.06 FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS; 1016410 10/29/2025 BLACK HILLS/IOWA GAS UTILITY CO 43.73 FY2026 BLANKET PO - GAS COSTS; 1016410 10/29/2025 BLACK HILLS/IOWA GAS UTILITY CO 48.25 FY2026 BLANKET PO - GAS COSTS; 1016410 10/29/2025 BLACK HILLS/IOWA GAS UTILITY CO 43.09 FY2026 BLANKET PO - GAS COSTS; 1016410 10/29/2025 BLACK HILLS/IOWA GAS UTILITY CO 45.02 FY2026 BLANKET PO - GAS COSTS; EXCEPTIONS TO COUNCIL APPROVAL; 1 of 4; CHECK # CHECK/PAYMENT DATE VENDOR NAME INVOICE AMOUNT INVOICE DESCRIPTION; 1016410 10/29/2025 BLACK HILLS/IOWA GAS UTILITY CO 43.09 Locust Ramp Electricity FY26; 1016410 10/29/2025 BLACK HILLS/IOWA GAS UTILITY CO 48.25 Blanket Purchase Order - Monthly Gas Service; 1016410 10/29/2025 BLACK HILLS/IOWA GAS UTILITY CO 45.02 Blanket Purchase Order - Monthly Gas Service; 1016410 10/29/2025 BLACK HILLS/IOWA GAS UTILITY CO 43.73 Blanket Purchase Order - Monthly Gas Service; 1016410 10/29/2025 BLACK HILLS/IOWA GAS UTILITY CO 51.49 Blanket Purchase Order - Monthly Gas Service; 1016410 10/29/2025 BLACK HILLS/IOWA GAS UTILITY CO 43.73 Blanket

Purchase Order - Monthly Gas Service; 1016410 10/29/2025 BLACK HILLS/IOWA GAS UTILITY CO 46.97 Blanket Purchase Order - Monthly Gas Service; 1016410 10/29/2025 BLACK HILLS/IOWA GAS UTILITY CO 43.09 Blanket Purchase Order - Monthly Gas Service; 1016410 10/29/2025 BLACK HILLS/IOWA GAS UTILITY CO 79.31 Blanket Purchase Order - Monthly Gas Service; 1016406 10/22/2025 BOUND TO STAY BOUND BOOKS INC 182.21 Children's books for collection; 1016481 10/29/2025 BOUND TO STAY BOUND BOOKS INC 310.81 Children's books for collection; 1016481 10/29/2025 BOUND TO STAY BOUND BOOKS INC 4,347.03 Children's books for Outreach - Bright Beginnings; 1016408 10/22/2025 CAPITAL SANITARY 187.97 Janitorial Supplies; 1016408 10/22/2025 CAPITAL SANITARY 320.09 Janitorial Supplies; 1016408 10/22/2025 CAPITAL SANITARY 61.80 Janitorial Supplies; 1016408 10/22/2025 CAPITAL SANITARY 1,383.53 JANITORIAL SUPPLIES FOR PARKS; 1016421 10/29/2025 CENGAGE LEARNING INC 32.79 Large Print books for circulating collection; 519379 10/29/2025 CENTER POINT INC 25.77 Large print books for circulating collection; 519379 10/29/2025 CENTER POINT INC 22.77 Large print books for circulating collection; 519379 10/29/2025 CENTER POINT INC 50.94 Large print books for circulating collection; 1016464 10/29/2025 Christopher F Harrison 741.91 Fenelon Hill Annual Block Party; 1016412 10/29/2025 CINTAS CORP 124.79 Cintas Ramp Rugs FY26; 1016412 10/29/2025 CINTAS CORP 164.21 Cintas Ramp Rugs FY26; 1016412 10/29/2025 CINTAS CORP 168.74 Cintas Ramp Rugs FY26; 1016413 10/29/2025 COMMUNICATIONS ENGINEERING CO 2,479.26 Ruckus One Co-Term for City of Dubuque 2025-26; 1016413 10/29/2025 COMMUNICATIONS ENGINEERING CO 10,300.50 Sophos Central Mobile Advanced Renewal; 1016442 10/29/2025 CONSTELLATION NEW ENERGY GAS DIV 520.16 COD-Dubuque City Garage: Kerper Aug 2025; 1016470 10/29/2025 CR Signs & Lighting, Inc 2,000.00 DBQ Billboard Advertising; 1016446 10/29/2025 CRAWFORD HEATING AND COOLING CO INC 692.58 REBUILD BACKFLOWS; 1016446 10/29/2025 CRAWFORD HEATING AND COOLING CO INC 402.56 REBUILD BACKFLOWS; 1016446 10/29/2025 CRAWFORD HEATING AND COOLING CO INC 235.00 Annual Fire Backflow Prevention Testing; 1016474 10/29/2025 CRESCENT ELECTRIC 117.37 5th St Ramp Gel Lamps; 1016474 10/29/2025 CRESCENT ELECTRIC 64.05 5th St Ramp Gel Lamps; 1016466 10/29/2025 David Grass 85.00 Travel Reimbursement; 1016414 10/29/2025 DELTA DENTAL OF IOWA 26,075.38 FY26 Delta Dental - November 2025; 1016415 10/29/2025 DEMCO INC 60.90 Office supplies for Adult Services; 1016436 10/29/2025 DEMMER OIL COMPANY 2,500.00 Gasohol and Diesel; 1016436 10/29/2025 DEMMER OIL COMPANY 1,000.60 Gasohol and Diesel; 1016436 10/29/2025 DEMMER OIL COMPANY 21,394.89 Diesel; 1016473 10/29/2025 DEMOND GEORGE 245.00 2025 FALL AFTER SCHOOL BASKETBALL PROGRAM; 519385 10/29/2025 DIETZ ENTERPRISES LLC 7,325.00 3178 Sheridan HHP Work; 519385 10/29/2025 DIETZ ENTERPRISES LLC 14,195.00 3178 Sheridan HHP Work; 1016457 10/29/2025 Dubuque and Jackson County Habitat for; Humanity; 3,229.00 Habitat for Humanity_FY26 Purchase of Serv Agreeme; 519361 10/29/2025 DUBUQUE AREA CHAMBER OF COMMERCE 799.00 DC Fly In 2025 - Dalsing; 519362 10/29/2025 DUBUQUE COMMUNITY SCHOOL DIST 1,019.19 Franchise Fee FY26; 519362 10/29/2025 DUBUQUE COMMUNITY SCHOOL DIST 889.81 Franchise Fee FY26; 1016416 10/29/2025 DUBUQUE COUNTY HISTORICAL SOCIETY 166.10 Franchise Fee FY26; 1016416 10/29/2025 DUBUQUE COUNTY HISTORICAL SOCIETY 1,886.52 Franchise Fee FY26; 519363 10/29/2025 DUBUQUE COUNTY

RECORDER 27.00 2025-00008421/27.00/8901/Theisens; 519358
 10/23/2025 DUBUQUE COUNTY TREASURER 14,814.00 Property Taxes -
 Parcel #1118276902; 519358 10/23/2025 DUBUQUE COUNTY TREASURER
 2,732.00 Parcel #1527201004 - 10965 Aviation Rd; 519358
 10/23/2025 DUBUQUE COUNTY TREASURER 457.00 Parcel #1013437012
 980 Thomas PL Property Taxes; 1016394 10/22/2025 DUBUQUE FIRE
 EQUIPMENT INC 1,060.50 Yearly Fire Extinguisher Maintenance;
 1016475 10/29/2025 DUBUQUE FIRE EQUIPMENT INC 42.00 VEHICLE
 4901 FIRE EXTINGUISHER RECHARGE; 1016437 10/29/2025 DUBUQUE
 SIGN COMPANY 75.00 Laminated Vinyl Decals; 1016418 10/29/2025
 EAST CENTRAL INTERGOVERN ASSOC 1,031.50 16th St Detention
 Basin Culvert & Pumping Station; 1016444 10/29/2025 EASTERN
 IOWA EXCAV & CONCRETE LLC 54,938.87 Auburn & Custer Utility &
 Roadway Project; 1016456 10/29/2025 ECI SOFTWARE SOLUTION
 12,598.85 Print Audit License Renewal; 1016433 10/29/2025 FOTH
 INFRASTRUCTURE & ENVIRO LLC 5,760.50 Airfield Pavement
 Management Program Update - 08/2; 1016450 10/29/2025 FOUNTAIN
 OF YOUTH PROGRAM 5,000.00 Fountain of Youth_FY26 Purchase of
 Serv Agreement; 1016419 10/29/2025 FOUR MOUNDS FOUNDATION
 5,000.00 1461 Atlantic OAHMP Work; 1016419 10/29/2025 FOUR
 MOUNDS FOUNDATION 4,800.00 2272 Pasadena #7 Peggy Gibson -
 Four Mounds Found.; 519364 10/29/2025 GIESE SHEET METAL CO INC
 127,346.66 Fire HQ HVAC Replacement Project; 1016463
 10/29/2025 Global Flight Solutions, LLC 4,000.00 Blanket
 Purchase Order - Monthly Air Serv. Consult; 1016404 10/22/2025
 GUMDROP BOOKS 4,850.00 Children's books for collection;
 1016422 10/29/2025 HDR ENGINEERING INC 2,864.91 E/W Corridor
 Capacity Improv-University Overlap; 519365 10/29/2025 HOLY
 FAMILY CATHOLIC SCHOOLS 68.93 Franchise Fee FY26; 519365
 10/29/2025 HOLY FAMILY CATHOLIC SCHOOLS 1,909.58 Franchise Fee
 FY26; 1016451 10/29/2025 IAN C HATCH 244.80 Iowa 2025 downtown
 Conference/Reimbursement items; 1016452 10/29/2025 ID
 WHOLESALER 372.97 Proximity ID Supplies; 1016454 10/29/2025
 IMWCA 6,178.98 TPA 411 Payments for September 2025; 1016454
 10/29/2025 IMWCA 17,025.70 TPA Payments - September 2025;
 1016440 10/29/2025 INGRAM LIBRARY SERVICES INC. 665.89
 Children's books for collection; 1016440 10/29/2025 INGRAM
 LIBRARY SERVICES INC. 89.32 Teen/Young Adult Materials for
 Collection; 1016440 10/29/2025 INGRAM LIBRARY SERVICES INC.
 1,009.23 Children's books for collection; 2 of 4; CHECK #
 CHECK/PAYMENT DATE VENDOR NAME INVOICE AMOUNT INVOICE
 DESCRIPTION; 1016440 10/29/2025 INGRAM LIBRARY SERVICES INC.
 56.40 Teen/Young Adult Materials for Collection; 1016440
 10/29/2025 INGRAM LIBRARY SERVICES INC. 2,522.26 Circulating
 materials for Adult library collection; 1016440 10/29/2025
 INGRAM LIBRARY SERVICES INC. 2,169.68 Circulating materials
 for Adult library collection; 1016440 10/29/2025 INGRAM
 LIBRARY SERVICES INC. 414.17 Children's books for collection;
 1016440 10/29/2025 INGRAM LIBRARY SERVICES INC. 2,388.52
 Circulating materials for Adult library collection; 1016468
 10/29/2025 IPS Group Inc 72.60 Lcstrp/Intrmp Kiosk CC
 Transaction and Gateway Fee; 1016461 10/29/2025 Joshua C
 Knepper 85.00 Travel Reimbursement; 519391 10/29/2025 JQ
 Construction LLC 450,248.21 LEAD SERVICE LINE REPL. PROJ-PHASE
 1 CONSTRUCTION; 1016432 10/29/2025 KEVIN C ESSER 85.00 Travel
 Reimbursement; 1016395 10/22/2025 KONE INC 200.00 Elevator
 Maintenance - FY26; 519383 10/29/2025 LBC FRAMING & ELECTRICAL
 LLC 841.00 ST2-Replace emergency ballast; 519366 10/29/2025
 LIME ROCK SPRINGS CO 103.95 BEVERAGES THROUGH JUNE 2026;
 519366 10/29/2025 LIME ROCK SPRINGS CO 236.34 BEVERAGES

THROUGH JUNE 2026; 519367 10/29/2025 LORAS COLLEGE 5,063.31
 Franchise Fee FY26; 519367 10/29/2025 LORAS COLLEGE 121.17
 Franchise Fee FY26; 519368 10/29/2025 LORAS COLLEGE 2,400.00
 2025 FALL AFTER SCHOOL BASKETBALL PROGRAM; 1016396 10/22/2025
 MAQUOKETA VALLEY ELECTRIC COOP 500.28 FY2026 BLANKET PO -
 ELECTRICITY COSTS; 1016396 10/22/2025 MAQUOKETA VALLEY
 ELECTRIC COOP 249.47 FY2026 BLANKET PO - ELECTRICITY COSTS;
 1016396 10/22/2025 MAQUOKETA VALLEY ELECTRIC COOP 460.48
 FY2026 BLANKET PO - ELECTRICITY COSTS; 1016396 10/22/2025
 MAQUOKETA VALLEY ELECTRIC COOP 1,691.23 Energy Costs; 1016396
 10/22/2025 MAQUOKETA VALLEY ELECTRIC COOP 80.00 Energy Costs;
 1016396 10/22/2025 MAQUOKETA VALLEY ELECTRIC COOP 88.76 Energy
 Costs; 1016476 10/29/2025 MAQUOKETA VALLEY ELECTRIC COOP 74.18
 FY26 Electric Traffic & Street Lights; 1016476 10/29/2025
 MAQUOKETA VALLEY ELECTRIC COOP 53.75 FY26 Electric Traffic &
 Street Lights; 1016476 10/29/2025 MAQUOKETA VALLEY ELECTRIC
 COOP 42.00 Blanket Purchase Order - Monthly Electric Service;
 1016476 10/29/2025 MAQUOKETA VALLEY ELECTRIC COOP 42.35
 Blanket Purchase Order - Monthly Electric Service; 1016476
 10/29/2025 MAQUOKETA VALLEY ELECTRIC COOP 435.43 Blanket
 Purchase Order - Monthly Electric Service; 1016476 10/29/2025
 MAQUOKETA VALLEY ELECTRIC COOP 89.22 Blanket Purchase Order -
 Monthly Electric Service; 1016476 10/29/2025 MAQUOKETA VALLEY
 ELECTRIC COOP 2,186.91 Blanket Purchase Order - Monthly
 Electric Service; 1016476 10/29/2025 MAQUOKETA VALLEY ELECTRIC
 COOP 315.59 FY26 Electric Traffic & Street Lights; 1016476
 10/29/2025 MAQUOKETA VALLEY ELECTRIC COOP 50.80 FY26 Electric
 Traffic & Street Lights; 1016476 10/29/2025 MAQUOKETA VALLEY
 ELECTRIC COOP 55.15 FY26 Electric Traffic & Street Lights;
 1016467 10/29/2025 Martin Fitzpatrick 85.00 Travel
 Reimbursement; 1016469 10/29/2025 Matthew Dressler 750.00 2310
 Mineral Final Invoice; 1016469 10/29/2025 Matthew Dressler
 20,750.00 2310 Mineral HHP Work; 519393 10/29/2025 Matthew
 Norwood 109.95 refund of app and background fee for solicitor;
 1016424 10/29/2025 MCDERMOTT EXCAVATING 5,559.40 CONSTRUCTION
 OF 3 MINI PARKS; 519369 10/29/2025 MEDICAL ASSOCIATES CLINIC
 PC 1,992.00 pre-employ screening, phys, vaccine, drug/alcohol;
 1016429 10/29/2025 MICS CONSTRUCTION 5,150.00 942 Southern
 Ave. - Homeowner Rehabilitation; 1016435 10/29/2025 MIDWEST
 TAPE LLC 679.98 Adult DVDs, BluRays, CDs for Collection;
 1016435 10/29/2025 MIDWEST TAPE LLC 691.73 Adult DVDs,
 BluRays, CDs for Collection; 1016435 10/29/2025 MIDWEST TAPE
 LLC 702.32 Adult DVDs, BluRays, CDs for Collection; 519388
 10/29/2025 Miranda Onofre 1.68 MILEAGE REIMBURSEMENT; 1016438
 10/29/2025 NETWORK COMPUTER SOLUTIONS 2,625.00 Service on 9/3,
 9/18, 9/23, 9/30, and 10/2; 519392 10/29/2025 NEZTROP, LLC
 1,000.00 Lease w/ Neztrop LLC for Bee Branch Material Stora;
 519392 10/29/2025 NEZTROP, LLC 1,000.00 Lease w/ Neztrop LLC
 for Bee Branch Material Stora; 1016441 10/29/2025 NICHOLAS A
 ESCH 85.00 Travel Reimbursement; 1016471 10/29/2025 Online
 Solutions LLC 80,400.00 53 Citizenserve User Subscriptions & 2
 Read Only; 519394 10/29/2025 OUGLAS JORDAN OR MISTI CORKERY
 40.00 AMBULANCE REFUND; 1016439 10/29/2025 OVERDRIVE INC
 914.32 Downloadable Materials for Children's Collection;
 1016439 10/29/2025 OVERDRIVE INC 1,033.86 Downloadable Ebooks
 and EAudio for Adult Collectio; 1016439 10/29/2025 OVERDRIVE
 INC 1,159.52 Downloadable Materials for Children's Collection;
 1016439 10/29/2025 OVERDRIVE INC 810.74 Downloadable Materials
 for Teen/YA Collection; 519370 10/29/2025 OVERHEAD DOOR
 COMPANY 3,999.90 New Hangar Door for Crescent Hangar; 1016482

10/29/2025 PARKING INC 175.00 Iowa/Five Flags Ramp Server
 Maintenance; 1016459 10/29/2025 Parsons Transportation Group
 Inc 6,764.22 STREETS Project; 1016445 10/29/2025 PASSPORT LABS
 INC 1,844.50 Passport Parking Meter App FY26; 1016443
 10/29/2025 PETDATA 3,738.40 September PetData Fees; 1016449
 10/29/2025 PHELPS THE UNIFORM SPECIALISTS 48.19 Blanket
 Purchase Order - Weekly Uniform Cleaning; 1016460 10/29/2025
 Presentation Lantern 3,854.00 Presentation Lantern_FY26
 Purchase of Serv Agreeme; 519384 10/29/2025 PUCK CUSTOM
 ENTERPRISES, INC 14,413.54 Parts for pump at Old Flexsteel
 Site; 519371 10/29/2025 RADIO DUBUQUE INC 400.00 Denver Air
 Conn Marketing - New service ORD-DBQ; 519371 10/29/2025 RADIO
 DUBUQUE INC 400.00 Denver Air Conn Marketing - New service
 ORD-DBQ; 1016407 10/22/2025 RAVE WIRELESS INC 7,854.00 Rave
 Mobile Safety - Smart 911; 1016407 10/22/2025 RAVE WIRELESS
 INC 1,836.00 RAVE Panic Button 10/01/25-09/30/25; 1016431
 10/29/2025 RAYMOND L GOEDERT 25.00 SOFTBALL UMPIRE; 1016397
 10/22/2025 RIVER CITY PAVING 87,828.77 2025:: JUL-DEC Hot &
 Cold Mix Asphalt; 1016477 10/29/2025 RIVER CITY PAVING
 4,491.11 2025:: JUL-DEC Hot & Cold Mix Asphalt; 1016425
 10/29/2025 ROBERT D SCHIESL 51.00 Schiesl Travel Reimbursement
 ASCE Conference; 1016448 10/29/2025 ROBERT G WRIGHT JR
 7,700.00 806 Lowell Construction HH22; 260400014 10/24/2025
 RXBENEFITS INC 100,855.93 FY26 Prescription Admin &
 Claims-8/16 to 10/10/25; 1016465 10/29/2025 Ryan S Neuhaus
 418.61 Travel Reimbursement; 519372 10/29/2025 SAINT MARK
 YOUTH ENRICHMENT 10,672.40 Saint Marks_FY26 Purchase of
 Services Agreement; 1016447 10/29/2025 SAMUEL J JANECKE 85.00
 Travel Reimbursement; 1016458 10/29/2025 Save On SP, LLC
 2,415.02 Savings on specialty drugs - September 2025; 1016478
 10/29/2025 SCOTT PRINTING 798.00 DOG PARK ENVELOPES; 3 of 4;
 CHECK # CHECK/PAYMENT DATE VENDOR NAME INVOICE AMOUNT INVOICE
 DESCRIPTION; 519386 10/29/2025 STEFFEN LAWN & SNOW 1,374.00
 Lawn Mowing - City Owned Properties for 2024-2025; 1016430
 10/29/2025 STEPHEN J FEHSAL 140.00 TRAVEL
 REIMBURSEMENTS-FEHSAL; 1016426 10/29/2025 STRAND ASSOCIATES
 INC 1,992.30 Fire Station 2, 3, 4, 5, and 6 Masonry Repair;
 1016426 10/29/2025 STRAND ASSOCIATES INC 737.67 42-Inch Force
 Main Stabilization Proj; 1016398 10/22/2025 TELEGRAPH HERALD
 900.53 Publication Expenses; 1016398
 10/22/2025 TELEGRAPH HERALD 193.30 Publication Expenses;
 1016399 10/22/2025 TERMINAL SUPPLY 444.24 SHOP - Bin Supplies;
 519360 10/29/2025 THE DUBUQUE ADVERTISER 967.00 Blanket
 Purchase Order - Marketing; 1016423 10/29/2025 THE LOCKSMITH
 EXPRESS 90.00 900 1/2 Merz St. - City Owned Property - Re-Key;
 1016423 10/29/2025 THE LOCKSMITH EXPRESS 203.00 980 Thomas
 Place - City Owned Property- Re-Key; 1016423 10/29/2025 THE
 LOCKSMITH EXPRESS 30.00 parking Ramps Keys Cut; 519380
 10/29/2025 THE METRIX COMPANY 247.73 Franchise Fee FY26;
 519377 10/29/2025 TIMOTHY P GOTTSCHALK 75.00 SOFTBALL UMPIRE;
 519373 10/29/2025 TOTAL MAINTENANCE INC 20,580.00 HVAC Full
 Maintenance Coverage Agreement; 519381 10/29/2025 TOWNSQUARE
 MEDIA LLC 4,500.00 September 2025 Advertising; 1016483
 10/30/2025 TRICON CONSTRUCTION GROUP 49,161.03 MSC Reception
 Renovation; 519382 10/29/2025 TRISTA M DAVID 120.00 2025 FALL
 AFTER SCHOOL BASKETBALL PROGRAM; 1016405 10/22/2025 TRI-STATE
 PORTA POTTY INC 495.00 Rental of units for Landfill and
 Streets; 1016405 10/22/2025 TRI-STATE PORTA POTTY INC 1,035.00
 PORT A POTTIES OCT 2025; 1016400 10/22/2025 TRUCK COUNTRY OF
 IOWA INC 584.36 Stock Batteries 10/10/25; 1016400 10/22/2025

TRUCK COUNTRY OF IOWA INC 91.59 Unit # 4004- Housing Breather;
1016400 10/22/2025 TRUCK COUNTRY OF IOWA INC 51,783.38 Unit
#Gillig Bus Parts/ Diagnose and Advise; 1016400 10/22/2025
TRUCK COUNTRY OF IOWA INC 845.41 Unit # 2501- Sensor, Nitrogen
Oxide; 1016400 10/22/2025 TRUCK COUNTRY OF IOWA INC 688.32
Stock- Air Suspension Bellows; 519374 10/29/2025 UNION
HOERMANN PRESS 1,745.00 AOTR Brochures Invoice-bs; 519395
10/29/2025 UNITED HEALTHCARE INSURANCE CO 156.35 AMBULANCE
REFUND; 519375 10/29/2025 UNIVERSITY OF DUBUQUE 2,000.00 2025
FALL AFTER SCHOOL BASKETBALL PROGRAM; 519376 10/29/2025
VERIZON WIRELESS SERVICES LLC 387.86 Blanket Purchase Order -
Monthly Data Charges; 1016434 10/29/2025 Vestis Group Inc
(f/k/a Aramark) 112.79 Linens, tablecloths, cleaning cloths;
1016427 10/29/2025 WARTBURG THEOLOGICAL SEMINARY 586.81
Franchise Fee FY26; 1016427 10/29/2025 WARTBURG THEOLOGICAL
SEMINARY 58.51 Franchise Fee FY26; 519396 10/29/2025 WELLMARK
BLUE CROSS & BLUE SHIELD OF; IOWA; 642.80 AMBULANCE REFUND;
519389 10/29/2025 Westbluff, LLC 864.53 USDA Contractor
Agreement_Westbluff LLC; 1016428 10/29/2025 WHKS AND COMPANY
2,154.56 Auburn and Custer Bidding and Construction Assista;
1016401 10/22/2025 ZARNOTH BRUSH WORKS INC 119.70 STOCK -
Street Sweeper Brushes; 1016479 10/29/2025 ZOLL MEDICAL
CORPORATION 1,489.60 Various Medical Supplies; \$ 1,636,840.23
lt 11/12

**City of Dubuque
City Council**

CONSENT ITEMS # 2.

ITEM TITLE:	Notice of Claims and Suits
SUMMARY:	Julio Ricardo Vega Chacon for vehicle damage.
SUGGESTED DISPOSITION:	Receive and File; Refer to City Attorney

ATTACHMENTS:

1. Claim by Julio Ricardo Vega Chacon

Confidential

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

Confidential information may include the following:

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

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

I, Julio Ricardo Vega Chacon, hereby certify that the attached documents include the following protected information:

- | | |
|---|---|
| ☐ Social Security Number(s) | ☐ Bank Account Information |
| ☐ Medical/Health Information | ☐ Financial Information |
| ☐ Personnel/Disciplinary Information | ☐ Credit Card Number(s) |

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



Signature

11/20/2025

Date

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

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

The Claim must be filed with the City Clerk at City Hall, 50 W. 13th St., Dubuque, IA 52001. It will then be referred by the City Clerk 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.

1. Name of Claimant: _____

2. Address: _____ 50 W 13TH ST _____

3. Telephone Number: _____ 259-308-3130 _____

4. Date of Incident: _____ 09/15/2025 _____

5. Time of Incident: _____ 17:15 _____

6. Location of Incident (Be specific): _____ On 50 W 13TH ST across from my house on the street _____

7. DESCRIBE ACCIDENT OR OCCURRENCE THAT CAUSED INJURY OR DAMAGE. (Give full details upon which you base your claim. If a City employee was involved, give the employee's name.)

Shelly Ewert employee at the city of dubuque, hit my car parked on the street.

8. What were weather conditions like? _____ Normal _____

9. Give name and address of any witnesses: _____ No witnesses besides bus driver and police officer _____

10. Did police investigate? (If so, give names of officers.)

Yes, Officer Britany Neyer

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.)

No

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

Nothing besides the car damages

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?_____

The amount to fix and repair damages

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

Because they hit and caused damage to 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?

No

Dated at Dubuque, Iowa this 20____ day of November____, 2025.


(Signature)

Julio Ricardo Vega Chacon

(Print Name)

RECEIVED

11/20/2025, 2:21:36 PM

City Clerk's Office
Dubuque, IA

**City of Dubuque
City Council**

CONSENT ITEMS # 3.

ITEM TITLE:	Disposition of Claims
SUMMARY:	Johnny Hill for vehicle damage; Mark Stender for vehicle damage.
SUGGESTED DISPOSITION:	Receive and File; Concur
ATTACHMENTS:	
	1. ICAP Referral

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 11/18/2025

RE: Claim Against the City of Dubuque by American Family Insurance a/s/o
Johnny Hill

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Johnny Hill	11/13/2025	10/15/2025	Vehicle Damage

This is a claim in which Claimant alleges Claimant's vehicle struck by a City of Dubuque Police Department vehicle.

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

cc: Michael C. Van Milligen, City Manager
Jeremy Jensen, Chief of Police
American Family Insurance a/s/o Johnny Hill

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 11/18/2025

RE: Claim Against the City of Dubuque by Mark Stender

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Mark Stender	11/6/2025	10/30/2025	Vehicle Damage

This is a claim in which Claimant alleges Claimant's vehicle and bike rack were damaged after being struck by a City bus

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

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

**City of Dubuque
City Council**

CONSENT ITEMS # 4.

ITEM TITLE: Approval of City Expenditures

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

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

ATTACHMENTS:

1. Memo Council for 2025_12_01
2. Approving Expenditures Resolution 2025_11_17
3. Expenditure Report - Approvals
4. Expenditure Report - Exceptions
5. 12.01.25_August Interim Expenditures by Fund
6. 12.01.25_September Interim Expenditures by Fund
7. 12.01.25_September Interim Revenues
8. 12.01.25_October Interim Expenditures by Fund
9. 12.01.25_October Interim Revenues
10. 12.01.25_November Interim Expenditures by Fund
11. 12.01.25_November Interim Revenues



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Expenses Submitted for City Council Approval

DATE: November 19, 2025

Finance is submitting the following expenses to City Council for approval at the December 1, 2025 meeting. Payments on these expenses will be made December 3, 2025.

In addition, Finance is submitting expenses paid since November 19, 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.

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 12-03-2025

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
1ST AYD CORP	\$ 229.67	Janitorial Supplies - JOTC Garage
A-1 CRANE RENTAL & MACHINERY MOVING	920.00	Crane Svc for the WRRC - FY26
ADDOCO INC	320.00	MULCH FOR GREENHOUSE AREAS
ADDOCO INC	1,280.00	MULCH FOR GREENHOUSE AREAS
Addy Schober	177.60	FY26 RECREATION CLASS INSTRUCTOR
ADVANCE DESIGNS	503.22	Garage uniforms 11/17/25
AECOM TECHNICAL SERVICES INC	45,190.26	B2E2 (705) RAISE Planning Grant Design Services
AIRGAS USA LLC	2.79	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	2,509.64	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,515.16	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	2,599.90	Tank & Vaporizer Rental - FY26
AIRGAS USA LLC	3,066.26	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,303.83	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	1,811.44	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,382.56	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	6.38	Medical Oxygen for Ambulances
AIRGAS USA LLC	3,255.48	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	2,024.84	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,453.69	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,266.54	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	13.37	Medical Oxygen for Ambulances
AIRGAS USA LLC	3,155.35	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,329.38	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	1,843.91	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	2,816.96	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	2,874.62	FY2026 BLANKET PO - CO2 FOR WATER TREATMENT PROCES
AIRGAS USA LLC	40.72	Medical Oxygen for Ambulances
AIRGAS USA LLC	3,440.57	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,245.13	Liquid Oxygen for the WRRC - FY26
ALAN J STOLTZ	90.00	BASKETBALL REFEREE
Alex Air Apparatus 2 LLC	3,650.00	EV Response Training
ALLIANT ENERGY	188.92	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	3,291.40	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	149.88	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	87.68	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	5,258.58	FY26 350 W 6th Electricity
ALLIANT ENERGY	30.01	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	198.08	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	1,195.07	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	74.06	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	568.40	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	500.18	FY26 1805 Central LB Electric
ALLIANT ENERGY	855.60	FY26 535 E 16th
ALLIANT ENERGY	88.27	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	1,680.70	FY26 1157 Central MFC Electricity
ALLIANT ENERGY	3,576.46	FY 26 City Hall Electricity
ALLIANT ENERGY	10,716.83	WRRC Electrical Expense - FY26
ALLIANT ENERGY	101.18	FY26 W 5th Restroom Electricity
ALLIANT ENERGY	68.28	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	175.09	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	46,128.22	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	1,336.99	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	2,725.14	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	17,345.72	WRRC Lift Stations - Electricity Expense FY26
ALTORFER INC	516.00	EQUIPMENT RENTAL
Amazon Capital Services, Inc.	98.87	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	22.58	Supplies for programs, patrons, and maintenance

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
Amazon Capital Services, Inc.	105.04	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	85.49	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	282.75	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	29.97	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	109.51	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	13.47	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	93.15	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	161.61	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	65.98	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	26.63	Supplies for programs, patrons, and maintenance
Amazon Capital Services, Inc.	11.96	Supplies for programs, patrons, and maintenance
ANDERSON WELDING & REPAIR LLC	645.00	As needed Welding & Repair Svc - FY26
Angela M Kelley	104.30	Travel reimbursement for conference
Ascendance Trucks LLC	890.53	Unit #3451-SH42767733-REPAIR INOP LIGHTS
Ascendance Trucks LLC	2,147.77	Unit #2504 - WO6600 - BLTPRF EGR Cooler, Gasket Se
Ascendance Trucks LLC	1,115.62	Unit #1906 - VALVE KITS & THERMOSTAT
Ascendance Trucks LLC	65.10	STOCK - DUMP TRUCK 11/14/25
Ascendance Trucks LLC	32.55	Unit #4911 - Air Tank Cable Mounting
Ascendance Trucks LLC	17.23	Unit #540002 - WO8164 - Switch, Rocker, w/Indicato
Ascendance Trucks LLC	22.76	Unit #4911 - WO8182 - DOOR ACTUATOR
AT&T Mobility National Accounts, LLC	123.66	AT&T First Net 3 phone lines 123.66
AT&T Mobility National Accounts, LLC	1,252.69	AT&T FirstNet - 09/29/25-10/28/25
Axon Enterprise, Inc.	19,222.44	Annual Interview Software
Axon Enterprise, Inc.	5,481.61	Annual Interview Software
B L MURRAY COMPANY INC	120.60	Dishwasher tabs for Admin Bld
BALL HORTICULTURAL COMPANY	1,872.08	PEONIES FOR GRANDVIEW
Bauer Built Inc	392.40	Bus Tire Repairs Gillig #2504, 2503
Bauer Built Inc	392.40	Bus Tire Repairs Gillig #2504, 2503
Bauer Built Inc	202.00	Bus Tire Repairs Gillig #2691
BLACK HILLS/IOWA GAS UTILITY CO	44.43	FY26 1805 Central Ste 2
BLACK HILLS/IOWA GAS UTILITY CO	160.43	FY26 1157 Central Colts and MFC Bldg
BLACK HILLS/IOWA GAS UTILITY CO	58.17	FY26 LF BLANKET PO- GAS COSTS
BLACK HILLS/IOWA GAS UTILITY CO	51.13	FY2026 BLANKET PO - GAS COSTS
BLACK HILLS/IOWA GAS UTILITY CO	143.76	FY26 1101 Central Colts and MFC Bldg Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	1,576.30	FY26 350 W 6th St Federal Bldg Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	100.67	FY26 350 W 6th St Federal Bldg Natural Gas
BLACKHAWK AUTOMATIC SPRINKLERS INC	283.00	ANNUAL SPRINKLER INSPECTION
BLACKSTONE AUDIO BOOKS	179.11	CD Audio Books for Library Collection
BLACKSTONE AUDIO BOOKS	94.10	CD Audio Books for Library Collection
BLACKSTONE AUDIO BOOKS	34.44	CD Audio Books for Library Collection
BUTT'S FLORIST & GREENHOUSE	55.00	FY26 WEEKLY FLOWER ARRANGEMENTS
BUTT'S FLORIST & GREENHOUSE	55.00	FY26 WEEKLY FLOWER ARRANGEMENTS
BUTT'S FLORIST & GREENHOUSE	55.00	FY26 WEEKLY FLOWER ARRANGEMENTS
CALL2RECYCLE STEWARDSHIP, INC.	559.60	LF- Bulk Battery Collection 01/03/2024
CARMAC MANAGEMENT INC	8,524.04	2025TIF Fall/FY26
CELLEBRITE USA INC	20,600.00	Software PURchase for CID/County
CHEMSEARCH	289.45	LF Inside Out, 2x2.5GL,NAC FE 11/05/25
CHURCH OF THE RESURRECTION	300.00	RESURRECTION FESTIVAL DEP REFUND
CINTAS CORP	10.03	Various Maintenance - FY26
CINTAS CORP	54.48	Floor Mat Service
CINTAS CORP	55.96	Floor Mat Service
CINTAS CORP	266.90	Rugs/Towels for the WRRc-FY26
CINTAS CORP	53.86	Various Maintenance - FY26
CINTAS CORP	226.36	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	184.17	Mats, Cloths, shop towels JOTC FY26
CINTAS CORP	496.49	Rugs/Towels for the WRRc-FY26
CINTAS CORP	426.00	Various Maintenance - FY26
CINTAS CORP	209.79	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	46.27	Floor Mat Service
CINTAS CORP	92.74	Floor Mat Service

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
CINTAS CORP	20.01	Various Maintenance - FY26
CINTAS CORP	53.86	Various Maintenance - FY26
CINTAS CORP	207.85	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	55.96	Floor Mat Service
CINTAS CORP	262.48	Various Maintenance - FY26
CINTAS CORP	226.36	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	209.79	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	705.36	Rugs/Towels for the WRRC-FY26
CINTAS FIRST AID & SAFETY	20.01	FY2026 First Aid Supplies
CINTAS FIRST AID & SAFETY	23.32	Replenish Safety Supplies Garage
CINTAS FIRST AID & SAFETY	141.36	First Aid Supplies-WRRC - FY26
CINTAS FIRST AID & SAFETY	177.37	FY2026 First Aid Supplies
CINTAS FIRST AID & SAFETY	53.25	FY2026 BLANKET PO - FIRST AID SUPPLIES
CINTAS FIRST AID & SAFETY	124.50	FIRST AIDE CABINET RESTOCKED
CLARKE UNIVERSITY	336.70	Franchise Fee FY26
CLARKE UNIVERSITY	2,632.71	Franchise Fee FY26
CLEVELAND GOLF	1,016.40	PRO SHOP ITEMS
CLEVELAND GOLF	681.30	PRO SHOP ITEMS
CLEVELAND GOLF	713.88	PRO SHOP ITEMS
CLEVELAND GOLF	101.64	PRO SHOP ITEMS
COHESIVE KNOWLEDGE SOLUTIONS	12,500.00	Microsoft 365 Tech training
COLTS YOUTH ORGANIZATION	50.00	COLTS MUSIC DEP REDUND
COMMAND SECURITY SOLUTIONS	168.25	LF- Alarm Monitoring 09/17/25
COMMAND SECURITY SOLUTIONS	299.45	LF- Alarm Monitoring 09/17/25
COMMUNICATIONS ENGINEERING CO	47,684.84	Switches replacement for WRRC
COMMUNITY FOUNDATION OF GREATER DUBUQUE	300.00	GREAT GIVE DAY DEPOSIT REFUND
COMMUNITY FOUNDATION OF GREATER DUBUQUE	300.00	ENVISION 2030 DEP REFUND
CONSTELLATION NEW ENERGY GAS DIV	454.10	COD-Dubuque City Garage: Kerper SEPT 2025
CONSTELLATION NEW ENERGY GAS DIV	164.35	City Of Dubuque - C&I 2401Central Ave 09/2025
CONSTELLATION NEW ENERGY GAS DIV	69.58	Natural Gas City Hall
Cornerstone Nursery	2,700.00	TREE PLANTING
Cottingham & Butler Inc	2,917.00	Ongoing consulting 10-1-2025 to 10-1-2026
CRESCENT COMMUNITY HEALTH CENTER	300.00	CCHC STEPPIN IT UP DEP REFUND
DATA AXLE	692.00	Polk City Directory - Dubuque Area
DEERE & COMPANY	18,800.91	NEW GATOR FOR PARKS W/TRADE IN
Derrick Johnson	180.00	BASKETBALL REFEREE
DIAMOND JO CASINO	300.00	DJO COMPANY PICNIC DEP REFUND
DITTMER RECYCLING INC	476.46	Landfill Fees - 20 yrd/2 yrd - FY26
DUANE F ROLING	105.00	BASKETBALL REFEREE
DUBUQUE ARBORETUM AND BOTANICAL GARDENS	300.00	BACK TO SCHOOL PICNIC
DUBUQUE ARBORETUM AND BOTANICAL GARDENS	300.00	MUSIC IN GARDENS DEP REFUND
DUBUQUE AREA CHAMBER OF COMMERCE	25.00	Tri-State Mayors Breakfast
DUBUQUE COMMUNITY SCHOOL DIST	4,224.06	Franchise Fee FY26
DUBUQUE COUNTY ABSTRACT & TITLE	135.00	Dubuque County Abstract & Title
DUBUQUE COUNTY ABSTRACT & TITLE	500.00	Dubuque County Abstract & Title
DUBUQUE COUNTY ABSTRACT & TITLE	600.00	Dubuque County Abstract & Title
DUBUQUE COUNTY E911 BOARD	187.02	EDAS Access Fees - 2nd Qtr FY26
DUBUQUE COUNTY E911 BOARD	3,459.87	Access Fees E911 Transit Q2 FY26
DUBUQUE COUNTY HISTORICAL SOCIETY	230.92	Franchise Fee FY26
DUBUQUE COUNTY RECORDER	17.00	2022 Recorder Fee - Four Mounds
DUBUQUE COUNTY RECORDER	29.00	Outstanding Recording Fees
DUBUQUE COUNTY RECORDER	77.00	BRIARWOOD HOMEOWNERS ASSOC-RESOLUTION
DUBUQUE COUNTY RECORDER	5.00	ACE CONSTRUCTION EASEMENT FEE
DUBUQUE COUNTY SHERIFF	4,846.11	DDTF Oct25 Shared Expenses
DUBUQUE COUNTY SHERIFF	222.48	Dubuque County Sheriff MediaCom Jul-Sept25
DUBUQUE COUNTY SHERIFF	22,900.39	Oct2025 Monthly Expenses
DUBUQUE HOSE & HYDRAULICS	18.72	Unit #3207 - Hose Splicer
DUBUQUE HOSE & HYDRAULICS	88.13	Unit #2703 - Heater Hose
DUBUQUE HOSE & HYDRAULICS	0.68	Unit #4009 - O-Ring
DUBUQUE HOSE & HYDRAULICS	51.23	Unit #2697 - Bit

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
DUBUQUE HOSE & HYDRAULICS	52.06	Shop Use/Building
DUBUQUE HOSE & HYDRAULICS	93.53	Shop Use/Building 11/17/25
DUBUQUE HOSE & HYDRAULICS	373.26	STOCK - 11/18/25
DUBUQUE MAIN STREET	300.00	ALL THAT JAZZ DEP REFUND
DUBUQUE MAIN STREET	300.00	FOOD FESTIVAL FRIDAY DEP REFUND
DUBUQUE MULCH COMPANY	320.00	TOP SOIL FOR STUMP BACKFILL
DUBUQUE RACING ASSOCIATION LTD	9.90	DRA Board Mtg Luncheons-October 2025
DUBUQUE SIGN COMPANY	90.00	PAVILION RULES SIGNS
DUBUQUE VISITING NURSE ASSOCIATION	116.62	Visiting Nurse Assoc. Healthy Homes Grant Oct. 202
ELLA ROSE LINK	45.00	Gas from Academy for new officers
ELLIOTT EQUIPMENT COMPANY	1,733.55	UNIT# 4002 - Shaft Tensioner
EMPHASYS COMPUTER SOLUTIONS INC	4,066.53	Emphasys S3D - Maintenance & Tech support
ENVIRONMENTAL MANAGMNT SERV OF IOWA	1,265.00	EAGLE POINT WATER TOWER ASBESTOS REMOVAL
ETALYC, Inc.	5,000.00	Hyperflow Program - STIC
EUROFINS ENV TESTING NORTH CENTRAL	289.64	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	2,844.80	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	3,727.55	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	148.40	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	212.60	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	148.40	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	620.60	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	212.60	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	212.60	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	169.80	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	330.30	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	212.60	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	298.20	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	212.60	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	212.60	Lab Fees for FY26 (remainder)
Evora Energy LLC	290,571.35	Fuel Island Demo & Construction
Evora Energy LLC	204,348.25	Fuel Island Demo & Construction
EXPRESS EMPLOYMENT PROFESSIONALS	613.09	Dispatcher Temp Services
EXPRESS EMPLOYMENT PROFESSIONALS	566.69	Dispatcher Temp Services
EXPRESS EMPLOYMENT PROFESSIONALS	315.00	Charge for Custodian - Phyllis Arensdorf
FEDEX	25.56	Fed X Shipping Fee-Water Bottle Sample - Lead
FEDEX	19.35	Fed X Shipping Fee-Water Bottle Sample - Lead
FERGUSON WATER WORKS SUPPLY #2516	11,755.80	METERS FOR METER STOCK
FUNDERS NETWORK	2,500.00	TFN Membership Renewal 2026
Gavin Sarvis	90.00	BASKETBALL REFEREE
GEISLER BROTHERS COMPANY	4,070.00	3rd and Main Chamber Patio Exterior Waterproofing
GENUINE PARTS COMPANY INC	215.00	LF-Jump Starter Pack
GENUINE PARTS COMPANY INC	12.34	LF-Mechanics Wire
GENUINE PARTS COMPANY INC	248.86	Stock Filters 11/12/25
GENUINE PARTS COMPANY INC	86.02	Stock Filters 11/12/25
GENUINE PARTS COMPANY INC	243.03	UNIT #3410 - WO8129 - SENSOR
GENUINE PARTS COMPANY INC	228.96	STOCK FILTERS 11/17/25
GENUINE PARTS COMPANY INC	60.45	LF-Air Filter (repair parts)
GENUINE PARTS COMPANY INC	196.19	Stock Filters 11/18/25
GENUINE PARTS COMPANY INC	178.34	STOCK FILTERS 11/20/25
GILLIG LLC	441.25	STOCK GILLIG 11/12/2025
GOODYEAR TIRE & RUBBER	2,607.24	Goodyear Tires September 25
GOODYEAR TIRE & RUBBER	949.91	Goodyear Tires Damaged Tires
GRAYMONT WESTERN LIME INC	5,503.52	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,535.32	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,620.12	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,484.44	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRP & ASSOCIATES INC	133.00	LF- Large Medical Waste Boxes 11/17/25
HANLEY AUTO BODY INC	1,659.00	UNIT#2619 - REPAIR ROOF
Hawkeye Area Community Action Program Inc.	4,957.37	FY2026 HACAP Agreement
HAYLEIGH CULBERTSON	280.00	2025 FALL AFTER SCHOOL BASKETBALL COACH

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
HD SUPPLY FACILITIES MAINT LTD	3,705.47	Pump Tubing for Chemical Feed Pumps
HDR ENGINEERING INC	44,850.25	LF- Customer Convenience Care Center Project
HDR ENGINEERING INC	41,794.03	LF- Customer Convenience Care Center Project
HDR ENGINEERING INC	40,233.96	LF- Customer Convenience Care Center Project
HDR ENGINEERING INC	51,069.24	LF- Customer Convenience Care Center Project
HDR ENGINEERING INC	22,492.50	Sanitary Sewer Asset Mgmt Plan
HDR ENGINEERING INC	3,342.50	Sanitary Sewer Asset Mgmt Plan
HDR ENGINEERING INC	16,956.12	LF- Annual Engineering Services FY25
HDR ENGINEERING INC	36,214.67	C9AAP2 Engineering
HDR ENGINEERING INC	8,099.93	DMASWA TO 20 - Horiz Exp Permitting
HDR ENGINEERING INC	24,769.70	LF- Customer Convenience Care Center Project
HERBST UPHOLSTERY	80.00	SEAT COVER FOR #4431
HG APT LLC	180,000.00	2901 Central - HG APT
HILLS & DALES CHILD DEVELOPMENT	83.37	Franchise Fee FY26
HILLS & DALES CHILD DEVELOPMENT	589.93	Franchise Fee FY26
HOLY FAMILY CATHOLIC SCHOOLS	1,764.18	Franchise Fee FY26
Howmedica Osteonics Corp	3,308.87	LifePak 15 Cardiac Monitor
INGRAM LIBRARY SERVICES INC.	(34.50)	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	(32.73)	Children's books for collection
INGRAM LIBRARY SERVICES INC.	1,365.55	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	914.44	Children's books for collection
INGRAM LIBRARY SERVICES INC.	91.76	Teen/Young Adult Materials for Collection
INGRAM LIBRARY SERVICES INC.	2,323.62	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	902.57	Children's books for collection
INGRAM LIBRARY SERVICES INC.	505.15	Teen/Young Adult Materials for Collection
INTERSTATE POWER SYSTEMS INC	5,503.01	UNIT# 3471 - Replace relay & starter
INTERSTATE POWER SYSTEMS INC	7,664.87	UNIT# 3471-SH42458668-Repair (broken dosing valve)
IOWA DEPARTMENT OF HUMAN SERVICES	48,511.28	GEMT Claims for December 2025
IOWA DEPARTMENT OF PUBLIC SAFETY	50.00	Certification Fees
IOWA DEPARTMENT OF PUBLIC SAFETY	50.00	Certification Fees
IOWA KENWORTH INC	382.02	Unit #2697 - WO 8095 - ELBOW, CONNECTORS, SEAL
IOWA KENWORTH INC	14.62	Unit #1921 - WO
IOWA NAHRO	300.00	Iowa Chapter of NAHRO 2026 Membership
IRISH HOOLEY	300.00	HOOLEY DEP REFUND
J & R SUPPLY COMPANY	70.00	PVC Pipe-repair polymer skid-Centrifuge-Bld 75
J & R SUPPLY COMPANY	990.00	Refuse- Luminator Gloves (M,Lg, XL) 11/13/25
J & R SUPPLY COMPANY	134.77	Refuse- Orange Band/Orange Pods 11/13/25
J & R SUPPLY COMPANY	1,700.00	Sani Sewer- R-1916-F Bolt Down Ring and Cover 11/1
J & R SUPPLY COMPANY	395.00	Test Plug in the Centrate Line in Bld #75
J & R SUPPLY COMPANY	195.00	Caps for 10 inch centrate line
JAMES J GRAVES	90.00	Quote Only for Design Work on Ambulances
Jeffrey R Cayler	13,934.63	2025 Assessments for Promotions
JEREMY R JENSEN	400.00	Per Diem 2025 ICMA Conference
JQ Construction LLC	443.84	Reimbursement for water service permits not needed
JQ Construction LLC	354,379.14	LEAD SERVICE LINE REPO. PROJ-PHASE 1 CONSTRUCTION
KANE, NORBY AND REDDICK, PC	420.00	Legal Fees - Cleaver Brooks Boiler Issue
KANE, NORBY AND REDDICK, PC	2,066.50	103587 - Platinum Holdings
Kathryn Arnold	2,500.00	Engine 5 Sliding Steps
KEELEY RESTORATION SERVICES LLC	193,941.00	2025 Repair and Maintenance Iowa Street Parking Ra
KENNETH J MEYER	500.00	STOCK 11/18/25
KEY WEST FIRE/EMS	50.00	KEY WEST FIRE - PARADE DEP REFUND
KIMBERLY A HOOVER	44.80	Women Rising Together employee resource group meet
Kimley-Horn and Associates	102,387.02	LEISURE SERVICES MASTER PLAN FY25
KMDE LLC	1,830.18	MSC Solar Production- OCT 2025
KRUSER SEPTIC SERVICE INC	405.00	FY26 WRRR As Needed Maintenance
KRUSER SEPTIC SERVICE INC	215.00	FY26 WRRR As Needed Maintenance
LEEP LEX LLC	5,562.40	Unit #2602 - WO 7061 - REMAN AUTOMATIC, CORE AUTOM
LEEP LEX LLC	1,467.00	Unit #2602 - WO 7061 - Reman Torque, Core Torque
LEEP LEX LLC	4,692.00	Unit #2602 - WO 7061 - Transmission
LEEP LEX LLC	236.20	Unit #2602 - WO 7061 - Transmission Oil

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
LIME ROCK SPRINGS CO	63.15	BEVERAGES THROUGH JUNE 2026
Logan Splinter	14,256.07	HDQ-Painting of Fire Headquarters
Luke Meadows	80.00	SHL Symposium - reimbursement for per diem
MACQUEEN EQUIPMENT GROUP	0.56	STOCK - RUBBISH 11/4/25
MACQUEEN EQUIPMENT GROUP	25.57	STOCK - RUBBISH 11/7/25
MACQUEEN EQUIPMENT GROUP	205.89	UNIT#540006 - WO 8027 - VARIOUS PARTS
MARK P MURPHY	220.00	Murphy M per diem Louisville, KY 11/16/25-11/19/25
MARTIN EQUIPMENT OF IL INC	142.08	UNIT#3453 - WO42456722 - HOSE SLEEVE, HOSE, FITTING
MARTIN EQUIPMENT OF IL INC	308.00	UNIT#3453 - WO42518505 - PULLEYS, BELT TENSIONER
MARTIN EQUIPMENT OF IL INC	352.81	UNIT#3455 - SH#42685855 - CAP SCREWS, WSHR, CAP
Matthew V O'Brien	120.00	PerDiem for Matt O'Brien lowACE 11-5 to 11-7-25
MEDICAL ASSOCIATES CLINIC PC	1,980.98	Physicals New Officers
METALCRAFT INC	1,136.13	MSC-Signage IDs w/barcodes
MICHAEL C VAN MILLIGEN	301.40	9/10 MVM_TR_C&B CEO Summit_Chicago
MICHAEL W WEIKERT JR	702.00	LF- Recycling Services
MIDWEST ALARM SERVICES INC	438.34	JOTC Pull Station x2
Midwest Injection	96,327.00	Centrate Tank Cleaning
MIDWEST TAPE LLC	481.18	Adult DVDs, BluRays, CDs for Collection
MIDWEST TAPE LLC	258.67	Adult DVDs, BluRays, CDs for Collection
Mikaela Tully	80.00	Lab Symposium - 09/24/25-9/25/25
MIKE FINNIN FORD LLC	589.10	UNIT #1712 - Air Bag
MIKE FINNIN FORD LLC	43.50	UNIT #1712 - Switch Asy - Stop
MIKE FINNIN FORD LLC	147.78	UNIT #11039 - REPAIR & WARRANTY WORK
Mint Green Group USA	40.00	PRO SHOP MERCHANDISE
MIRACLE RECREATION EQUIP COMPANY	1,076.64	PLAYGROUND PARTS
MI-T-M EQUIPMENT SALES & SERVICE	24.00	LF- Sharpen Mower Blade
MI-T-M EQUIPMENT SALES & SERVICE	11.20	LF- Nozzles Q/C 00035
MI-T-M EQUIPMENT SALES & SERVICE	76.49	LF- Repair parts High flow plug 1/4 body
MOLO OIL COMPANY	25.01	Molo Oil- Finance Charges
MOLO OIL COMPANY	4,165.42	Diesel for WRRG Generators
MOLO PETROLEUM LLC	76.12	Molo Petroleum- Finance Charges
MONKS KAFFEE PUB	300.00	MONKS MARKET DEP REFUND
Morris Newspaper Corporation of Wisconsin	303.00	Advertising
MORRISON BROTHERS CO	62.01	UNIT #3467 - SH42620792 - TUBING
MULGREW OIL COMPANY	385.47	UNLEADED & DIESEL FUEL- BHGC
MULGREW OIL COMPANY	512.08	UNLEADED & DIESEL FUEL- BHGC
MULGREW OIL COMPANY	2,445.75	LF-# 2 PRM DYED WNTR DSL ULS15PPM 11/11/25
MULGREW OIL COMPANY	1,864.89	LF-# 2 PRM DYED WNTR DSL ULS15PPM 11/13/25
MULGREW OIL COMPANY	2,510.06	LF-# 2 PRM DYED WNTR DSL ULS15PPM
MULGREW OIL COMPANY	51,675.75	LF-# 2 PRM CLR DIESEL ULS15PPM 11/19/25
MULGREW OIL COMPANY	22,156.60	LF-# 1 CLEAR DIESEL ULS15PPM 11/19/25
Musco Corporation	950.00	CONTROL LINK SERVICE FEES-COMISKEY 2 UNITS
National Organization of Black Law Enforcement Ex	125.00	NOBLE Memberships
National Organization of Black Law Enforcement Ex	175.00	NOBLE Memberships
National Organization of Black Law Enforcement Ex	125.00	NOBLE Memberships
NAVIANT INC	972.41	Preventative Maintenance for microfilm reader
NICHOLAS EDWARDS, MD	3,333.33	EMS Director Yearly Salary for EMS Support FY26
Nolan Czako	90.00	BASKETBALL REFEREE
NORTH END NEIGHBORHOOD ASSOCIATION	370.34	FY26 PNA GRANT- NENA TRUNK OR TREAT
O'REILLY AUTOMOTIVE INC	46.60	UNIT #110043 - WO 8083 - WASHER FLUID
O'REILLY AUTOMOTIVE INC	223.12	UNIT #110034 - WO 8114 - BATTERY
O'REILLY AUTOMOTIVE INC	42.02	STOCK SEALED BEAMS 11/18/25
O'REILLY AUTOMOTIVE INC	94.99	UNIT #4901 - WO8190 - INT DR HNDL
O'REILLY AUTOMOTIVE INC	77.70	UNIT #3419 - WO8198 - SPARK PLUGS
O'REILLY AUTOMOTIVE INC	1.16	Unit: Fire Equip. - WO8217 - VAC TUBING
ORIGIN DESIGN CO	1,166.25	ENGR. SVCS-PRIVATE LEAD LINE REPL.PROG PHASE 2&3
ORIGIN DESIGN CO	577.50	FY2026 CITY OF DUBUQUE WATER SYSTEM MODELING
O'TOOLE OFFICE SUPPLY COMPANY	149.10	Office Supplies
O'TOOLE OFFICE SUPPLY COMPANY	240.00	Emergency Signs for 6 fire stations
OVERDRIVE INC	262.50	Downloadable Materials for Children's Collection

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
OVERDRIVE INC	114.99	Downloadable Materials for Children's Collection
OVERHEAD DOOR COMPANY	745.91	DOOR REPAIRS AT TREE CREW
OVERHEAD DOOR COMPANY	165.74	ST4-Overhead Door Maintenance/HDQ-Transmitter
PALS	2,487.16	FY26 PNA GRANT- PALS Lincoln School Carnival
PALS	562.68	FY26 PNA GRANT- PALS PLAYGROUND NIGHT
Parsons Transportation Group Inc	6,380.00	STREETS Project
Patrick Quarnstrom	120.00	BASKETBALL REFEREE
PETDATA	3,064.34	October 25 Fees Petdata
PETMED OF KEY WEST VETERINARY CLINIC	300.00	DOG EXPO DEP REFUND
Platteville Regional Chamber	150.00	2026 Membership
PORTZEN CONSTRUCTION INC	103,787.50	Ruby Sutton Bldg Second Floor Remodel Project
PRECISE MRM LLC	860.00	2025-08 Subscription
PRECISE MRM LLC	360.00	Precise Data Plan
PRECISE MRM LLC	860.00	2025-09 Subscription
PRECISE MRM LLC	360.00	Precise data plan 11/19
PRECISE MRM LLC	860.00	2025-10 Subscription
Q CASINO	300.00	BACKWATER STAGE DEP REFUND
QUAD OPTICAL SERVICES LLC	5,720.00	Fiber Builds - Ancillary Services
R & J Window Cleaning LLC	925.00	CLEANING SERVICE TO ALLISON-HENDERSON BUILDING
RACOM CORPORATION	1,193.49	Pole mounts for axis cameras
RACOM CORPORATION	89,830.00	FY25-Portable Radios for Fire Department
RACOM CORPORATION	780.00	RADIO INSTALLATION FOR NEW VEHICLE 4907
Randy J Harter	90.00	PUMP GREASE TRAP
RELAY IOWA	300.00	RELAY IOWA DEP REFUND
RILCO, Inc	346.50	Def Bulk
RILCO, Inc	2,470.25	Bulk Fluids 11/18/25
RITE ENVIRONMENTAL INC	255.00	LF- Recycle Oil
RIVER CITY STONE	24.50	3/4" STONE FOR BERGFELD
RIVER CITY STONE	143.76	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	285.51	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
ROBERT G WRIGHT JR	6,650.00	390 Glen Oak-LHH24
ROUSSELOT INC	712.27	Franchise Fee FY26
RTN Publishing Company	556.00	Denver Air Conn Marketing - New service ORD-DBQ
SADLER POWER TRAIN INC	70.30	STOCK 11/7/2025
SADLER POWER TRAIN INC	24.64	UNIT #1910 - WO 8178 - D2AIR GOV HIGH TEMP
Schadl Incorporated	1,389.12	Landfill General Plumbing- Pump Out Mudpits
SCHMALZ PRECAST CONCRETE MFG	1,066.00	Street- Manhole Risers 08/28/25
SCHMALZ PRECAST CONCRETE MFG	1,088.00	Street- Manhole Risers 10/31/25
Schmitt Island Development Corp.	106,398.60	2026 ICE ARENA MANAGEMENT FEE
Schmitt Island Development Corp.	134,181.00	SHORTFALL AND SUBSIDY FOR FY26
SEDONA STAFFING	609.00	Hours Worked - Admin Support - 09/28/25
SEDONA STAFFING	609.00	Hours Worked - Admin Support - 10/26/25
SEDONA STAFFING	609.00	Hours Worked - Admin Support - 11/09/25
SEDONA STAFFING	365.40	Hours Worked - Admin Support - 11/23/25
Sewer AI Corporation	20.00	Auto Code Services Sewer AI
Sewer AI Corporation	15.00	Auto Code Services Sewer AI
Sewer AI Corporation	230.00	Auto Code Services Sewer AI
SHAMROCK JEWELERS	125.00	Chaplain Badge & Holder
SHERRILL INC	(84.68)	SUPPLIES FOR FORESTRY
SHERRILL INC	(23.75)	SUPPLIES FOR FORESTRY
SHERRILL INC	504.46	SUPPLIES FOR FORESTRY
Sinclair Television Group, Inc.	1,000.00	Cedar Rapids Advertisements
ST LUKES HEALTH - UNITYPOINT CLINIC	168.00	pre-employ screening, phys, vaccine, drug/alcohol
STEEL MART	52.06	UNIT#3299 - SH#42457285 - METAL
STONE CLIFF WINERY	900.00	WEDDINGS 2025 DEP REFUNDS
STRAND ASSOCIATES INC	1,120.00	Terminal St Pumping Station
STRAND ASSOCIATES INC	5,000.00	Terminal St Pumping Station
STRAND ASSOCIATES INC	1,558.31	Fire Station 2, 3, 4, 5, and 6 Masonry Repair
STRAND ASSOCIATES INC	14,395.49	WRRR Misc Service - FY21-Tsk 20-09-#1154-085
STRAND ASSOCIATES INC	1,216.14	Masonry Repairs - City Hall, MFC, Old Engine House

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
STRAND ASSOCIATES INC	1,888.41	WELL NO. 11 SOURCE WATER-CONSULTANT SVCS
STRAND ASSOCIATES INC	305.01	WRRC Assistance - Post 12/4/24 Event
STRAND ASSOCIATES INC	3,125.13	Fire Station 2, 3, 4, 5, and 6 Masonry Repair
STRAND ASSOCIATES INC	5,948.76	Fire Station 5 & 6
STRAND ASSOCIATES INC	469.48	Ruby Sutton Second Floor Structural Engineering
SUSAN L MARIMAN	103.88	Mileage for 2025 WLC Conference
T & W GRINDING	30,866.15	Composting contract 1 July- 30 Sept 2025
THE FISCHER COMPANIES	80.00	Parking for IT - 2 spaces at Annex
THE LIFT DUBUQUE	200.00	11.13 25 Creative's Cafe
THE LOCKSMITH EXPRESS	15.00	KEYS FOR PARKS
THEISENS INC	9.99	GLOVES FOR STAFF
THERESE H GOODMAN	3,333.33	Strategic partnerships with federal agencies 2025
THOMAS J KIEFER	180.00	BASKETBALL REFEREE
THOMAS J WARNER	290.56	Per Diem Rifle Challenge/Chemical Spray Instructor
THOMAS J WARNER	114.71	Per Diem Rifle Challenge/Chemical Spray Instructor
THREE RIVERS FS INC	423.00	LF- Spectra Lube Red 2 30TB CS
THREE RIVERS FS INC	43.65	Propane Tank for Fork Truck
TIMOTHY L SPECHT	16,100.00	3030 White St. - Homeowner Rehabilitation
TINA WAGNER	50.00	SIDS WALK DEP REFUND
TOYS DONE RIGHT	12,820.23	UNIT #0921 -SH42769650 -ACCIDENT REPAIR (LEFT SIDE
TRACY ADAMS	300.00	WALLEYE CLUB KIDS DAY DEP REFUND
Tracy Schadle	1,750.00	Tuition Reimbursement for fall semester 2025
TRICON CONSTRUCTION GROUP	22,555.31	Granger Creek Lift Station Improvements
TSCHIGGFRIE EXCAVATING	40,509.78	Terminal Street LS Bypass Pumping
TSCHIGGFRIE EXCAVATING	163,153.81	Kerper Blvd Lift Station Replacement
TSCHIGGFRIE EXCAVATING	7,510.98	N Schmitt Island Collection System Project Phase 1
UNION HOERMANN PRESS	2,594.60	City Council Goals & Priorities Insert
UNION HOERMANN PRESS	1,733.61	\$100 Rebate Insert
UNISON SOLUTIONS INC	275.00	Monthly Analysis Kit for H2S Testing
UNIVERSITY OF DUBUQUE	50.00	US STUDENT MOVEIN DEP REFUND
US CONFERENCE OF MAYORS	1,750.00	1/28 BC_US Conference of Mayors Registration_DC
US Peroxide LLC	25,917.23	Chemical Dosing at the WRRC - FY25-26
US Peroxide LLC	25,412.48	Chemical Dosing at the WRRC - FY25-26
US Peroxide LLC	26,704.64	Chemical Dosing at the WRRC - FY25-26
US Peroxide LLC	6,380.04	Chemical Dosing at the WRRC - FY25-26
US Peroxide LLC	16,031.70	Chemical Dosing at the WRRC - FY25-26
VAN-WALL EQUIPMENT CO	37,800.00	REPLACEMENT OF MOWING EQUIPMENT
VAN-WALL EQUIPMENT CO	89.42	ORIFICE KIT
Vestis Group Inc (f/k/a Aramark)	131.97	Linens, tablecloths, cleaning cloths
Vestis Group Inc (f/k/a Aramark)	131.97	Linens, tablecloths, cleaning cloths
WARTBURG THEOLOGICAL SEMINARY	465.86	Franchise Fee FY26
WARTBURG THEOLOGICAL SEMINARY	64.45	Franchise Fee FY26
WATER SOLUTIONS UNLIMITED INC	11,550.11	FY2026 BLANKET PO - PHOSPHATE FOR WATER TREATMENT
WAYNE R SCHNIER	180.00	BASKETBALL REFEREE
WB McCloud & Co, Inc.	61.80	FY26 1805 Central Pest Control
WELU PRINTING COMPANY	43.13	FY26 Welu Printing-Business Cards
WENZEL TOWING SERVICE	187.50	Unit #2682- SH42336307 - CITY BUS TOWING
WENZEL TOWING SERVICE	59.50	Unit #0912 - SH42336394 - TOWING (ENGINEERING)
WENZEL TOWING SERVICE	125.00	Unit #2682 - SH42685774 - HEAVY DUTY TOWING (BUS)
WESTPHAL & COMPANY, INC	8,970.00	Install Elec. Svc-HVAC Improv-Phase 3&4
WHKS AND COMPANY	1,665.67	WHKS Task Order22 Blum Structural
WHKS AND COMPANY	2,618.60	WHKS Task Order22 Blum Structural
WILMING INVESTMENT COMPANY	37,884.27	TIF Fall 2025/FY26
ZIMMER & FRANCESCON INC	11,690.00	Replacement Dew Pumps
ZIMMER & FRANCESCON INC	11,690.00	Replacement Dew Pumps
	<u>\$ 3,481,229.28</u>	

EXCEPTIONS TO COUNCIL APPROVAL

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1016823	11/26/2025	ACCURATE ANALYTICAL TESTING	\$	592.00 Blanket PO - Lead Analysis Dust Wipes-LHH21
1016823	11/26/2025	ACCURATE ANALYTICAL TESTING		65.00 AAT Dust Wipes Testing 10.31.2025
1016848	11/26/2025	ADVANTAGE SHEET METAL INC		2,174.00 SERVICE TO BUNKER -HEATING ISSUE
1016812	11/26/2025	AIRGAS USA LLC		2.79 Medical Oxygen for Ambulances
1016812	11/26/2025	AIRGAS USA LLC		8.37 Medical Oxygen for Ambulances
1016812	11/26/2025	AIRGAS USA LLC		16.74 LF-Rent Cyl Large Acetylene, Argon, Oxygen 10/31/2
1016849	11/26/2025	A-L-L EQUIPMENT		653.20 SERVICE AIR COMPRESSORS
519667	11/26/2025	ALL STAR ENVIRONMENTAL LLC		387.50 621 Garfield Nuisance Clean Up
1016844	11/26/2025	Allen Media Broadcasting Evansville, Inc.		750.00 Advertising
1016844	11/26/2025	Allen Media Broadcasting Evansville, Inc.		270.00 Advertising
519618	11/26/2025	ALLIANT ENERGY		1,372.35 FY26 Electric Traffic & Street Lights
519618	11/26/2025	ALLIANT ENERGY		402.36 FY 2026 Energy Costs for Various Locations
519618	11/26/2025	ALLIANT ENERGY		3,071.90 FY 2026 Energy Costs for Various Locations
519618	11/26/2025	ALLIANT ENERGY		74.89 FY26 Electric Traffic & Street Lights
519618	11/26/2025	ALLIANT ENERGY		106.14 FY26 Electric Traffic & Street Lights
519618	11/26/2025	ALLIANT ENERGY		36.99 FY26 Electric Traffic & Street Lights
519618	11/26/2025	ALLIANT ENERGY		22.04 2820 Brunswick St.-Alliant Energy (City Owned)
519618	11/26/2025	ALLIANT ENERGY		399.52 FY26 Electric Traffic & Street Lights
519618	11/26/2025	ALLIANT ENERGY		153.46 FY26 Electric Traffic & Street Lights
519618	11/26/2025	ALLIANT ENERGY		99.10 FY26 Electric Traffic & Street Lights
519618	11/26/2025	ALLIANT ENERGY		27.15 FY26 Electric Traffic & Street Lights
519618	11/26/2025	ALLIANT ENERGY		68.18 FY26 Electric Traffic & Street Lights
519618	11/26/2025	ALLIANT ENERGY		25.06 FY26 Electric Traffic & Street Lights
519618	11/26/2025	ALLIANT ENERGY		269.24 FY26 Electric Traffic & Street Lights
519618	11/26/2025	ALLIANT ENERGY		161.53 FY26 Electric Traffic & Street Lights
519618	11/26/2025	ALLIANT ENERGY		26.19 ELECTRIC BILLS FOR FY26
519618	11/26/2025	ALLIANT ENERGY		13,399.76 WRRRC Electrical Expense - FY26
519618	11/26/2025	ALLIANT ENERGY		336.46 FY26 1805 Central LA Electric
1016773	11/26/2025	ALTORFER INC		1,391.00 UNIT #3510 - ENGINE SERVICE, INSPECTION, PARTS
519672	11/26/2025	AT&T Mobility National Accounts, LLC		1,407.88 IPHONES AND IPADS PARKS--SEPT 29-OCT 28, 2025
519650	11/26/2025	ATHENS TECHNICAL SPECIALISTS INC		1,451.78 Calibration Service
1016776	11/26/2025	AV FUEL		21,692.85 Blanket Purchase Order - Aviation Fuel
1016776	11/26/2025	AV FUEL		8,731.02 Blanket Purchase Order - Aviation Fuel
1016768	11/19/2025	BARD MATERIALS CENTRAL		1,950.55 CONCRETE- EPP PROJECT WITH PUBLIC WORKS
1016768	11/19/2025	BARD MATERIALS CENTRAL		1,162.35 CONCRETE WORK FOR EMERGENCY WM BREAK REPAIR
1016768	11/19/2025	BARD MATERIALS CENTRAL		598.15 CONCRETE WORK DUE TO HYDRANT REPLACEMENT
1016856	11/26/2025	BARD MATERIALS CENTRAL		598.15 Various Concrete Products
1016856	11/26/2025	BARD MATERIALS CENTRAL		865.23 Various Concrete Products
1016856	11/26/2025	BARD MATERIALS CENTRAL		764.20 Various Concrete Products
1016856	11/26/2025	BARD MATERIALS CENTRAL		805.71 Various Concrete Products
1016856	11/26/2025	BARD MATERIALS CENTRAL		587.05 CONCRETE FOR BERGFELD POND TRAIL
1016817	11/26/2025	BARKER FINANCIAL LLC		8,591.79 TIF Fall 2025/FY26
1016769	11/19/2025	BEST BEST & KRIEGER LLP		164.00 Cell Tower Legal Services
1016769	11/19/2025	BEST BEST & KRIEGER LLP		570.50 Cell Tower Legal Services
1016774	11/26/2025	BLACK HILLS/IOWA GAS UTILITY CO		310.04 FY25 JOTC GAS UTILITIES
1016774	11/26/2025	BLACK HILLS/IOWA GAS UTILITY CO		222.60 FY26 INTERMODAL GAS UTILITIES
1016774	11/26/2025	BLACK HILLS/IOWA GAS UTILITY CO		53.06 FY26 Gas Service for 300 Main, Suite 330
1016774	11/26/2025	BLACK HILLS/IOWA GAS UTILITY CO		203.10 FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
1016774	11/26/2025	BLACK HILLS/IOWA GAS UTILITY CO		36.15 821 Garfield Ave. - Black Hills Energy (City Owned)
1016775	11/26/2025	BLACK HILLS/IOWA GAS UTILITY CO		24.64 2820 Brunswick St.-Black Hills Energy (City Owned)
1016775	11/26/2025	BLACK HILLS/IOWA GAS UTILITY CO		22.49 2527 Washington St (City Owned) Black Hills Energ
1016774	11/26/2025	BLACK HILLS/IOWA GAS UTILITY CO		110.53 NATURAL GAS FOR FY26
1016774	11/26/2025	BLACK HILLS/IOWA GAS UTILITY CO		88.49 NATURAL GAS FOR FY26
1016774	11/26/2025	BLACK HILLS/IOWA GAS UTILITY CO		80.47 NATURAL GAS FOR FY26
1016774	11/26/2025	BLACK HILLS/IOWA GAS UTILITY CO		43.09 NATURAL GAS FOR FY26
1016774	11/26/2025	BLACK HILLS/IOWA GAS UTILITY CO		300.13 NATURAL GAS FOR FY26
1016774	11/26/2025	BLACK HILLS/IOWA GAS UTILITY CO		49.76 Blanket Purchase Order - Monthly Gas Service
1016774	11/26/2025	BLACK HILLS/IOWA GAS UTILITY CO		85.11 Blanket Purchase Order - Monthly Gas Service
1016774	11/26/2025	BLACK HILLS/IOWA GAS UTILITY CO		117.77 Blanket Purchase Order - Monthly Gas Service
1016774	11/26/2025	BLACK HILLS/IOWA GAS UTILITY CO		91.79 Blanket Purchase Order - Monthly Gas Service
1016774	11/26/2025	BLACK HILLS/IOWA GAS UTILITY CO		78.42 Blanket Purchase Order - Monthly Gas Service
1016774	11/26/2025	BLACK HILLS/IOWA GAS UTILITY CO		138.43 Blanket Purchase Order - Monthly Gas Service
1016774	11/26/2025	BLACK HILLS/IOWA GAS UTILITY CO		147.10 Blanket Purchase Order - Monthly Gas Service
1016774	11/26/2025	BLACK HILLS/IOWA GAS UTILITY CO		93.76 Blanket Purchase Order - Monthly Gas Service
1016774	11/26/2025	BLACK HILLS/IOWA GAS UTILITY CO		51.09 FY2026 BLANKET PO - GAS COSTS
1016774	11/26/2025	BLACK HILLS/IOWA GAS UTILITY CO		76.44 FY2026 BLANKET PO - GAS COSTS
1016774	11/26/2025	BLACK HILLS/IOWA GAS UTILITY CO		43.09 FY2026 BLANKET PO - GAS COSTS
1016774	11/26/2025	BLACK HILLS/IOWA GAS UTILITY CO		76.44 FY2026 BLANKET PO - GAS COSTS
1016774	11/26/2025	BLACK HILLS/IOWA GAS UTILITY CO		77.28 514 Angella St - (City Owned) Black Hills Energy
1016774	11/26/2025	BLACK HILLS/IOWA GAS UTILITY CO		219.34 FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
1016774	11/26/2025	BLACK HILLS/IOWA GAS UTILITY CO		116.53 FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
1016836	11/26/2025	BluePath Finance FC IV LLC		1,385.84 UTILITY EXPENSE - ELECTRICITY
1016771	11/19/2025	BOUND TO STAY BOUND BOOKS INC		862.16 Children's books for Outreach - Bright Beginnings
1016815	11/26/2025	BRIAN S FELDOTT		149.80 MILEAGE REIMBURSEMENT
1016772	11/19/2025	CAPITAL SANITARY		106.95 Janitorial Supplies - JOTC building
1016772	11/19/2025	CAPITAL SANITARY		37.34 Janitorial supplies for Water Plant-BROWN TOWEL RO
1016772	11/19/2025	CAPITAL SANITARY		114.77 Janitorial Supplies
1016858	11/26/2025	CAPITAL SANITARY		878.93 Bathroom toiletries for library restrooms
519630	11/26/2025	CARADCO LANDLORD LLC		65,312.22 TIF Fall 2025/FY26

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1016842	11/26/2025	Catalis Public Works & Citizen Engagement, LLC	37,100.00	Catalis Subscription and Professional Services_FY2
260500010	11/17/2025	CENTURY LINK	86.14	FY26 CL Phone Charges
260500011	11/19/2025	CENTURY LINK	205.90	FY26 CL Phone Charges
1016811	11/26/2025	CHARLES M MILLER	102.00	PerDiem for Charlie Miller lowACE 11-5 to 11-7-25
1016811	11/26/2025	CHARLES M MILLER	58.80	Mileage Reimbursement Charlie Miller 10-22-10-24-2
1016833	11/26/2025	City of Dubuque	1,206.72	SD Grant-Edible Garden-Grand River Center/OVG
1016850	11/26/2025	CLAREY'S SAFETY EQUIPMENT INC	236.63	Various Haz Mat Equipment (Flow Regulator, tubing)
519679	11/26/2025	Coast to Coast Personal Transportation	359.00	Blanket Purchase Order - Lost Baggage Return
1016839	11/26/2025	Connor Mosele	90.00	BASKETBALL REFEREE
1016809	11/26/2025	CONSTELLATION NEW ENERGY GAS DIV	157.16	COD-Dubuque City Garage: Kerper OCT 2025
1016841	11/26/2025	Cooper Grams	180.00	BASKETBALL REFEREE
1016777	11/26/2025	Cottingham & Butler Inc	2,913.00	Ongoing consulting 10-1-2025 to 10-1-2026
1016777	11/26/2025	Cottingham & Butler Inc	1,000.00	Job Evaluation Retainer - Installment 7 of 11
1016838	11/26/2025	CR Signs & Lighting, Inc	2,000.00	DBQ Billboard Advertising
519663	11/26/2025	CURT'S SIGNATURE SIGN	1,600.00	Vinyl and installation
1016792	11/26/2025	DEBRA A SEARLES	42.00	SEPT - OCTOBER MILEAGE FOR DEB SEARLES
1016778	11/26/2025	DELTA DENTAL OF IOWA	26,218.84	FY26 Delta Dental - December 2025
1016840	11/26/2025	Derrick Johnson	90.00	BASKETBALL REFEREE
519619	11/26/2025	DESMAN, INC	6,777.87	Iowa St. Parking Ramp Major Maintenance Repairs
1016827	11/26/2025	DEVIN M SWEENEY	115.00	WEFTEC - Chicago - 9/30/25-10/01/25
519665	11/26/2025	DIETZ ENTERPRISES LLC	5,822.64	2025 concrete work in right of way
519644	11/26/2025	DUANE F ROLING	105.00	BASKETBALL REFEREE
519620	11/26/2025	DUBUQUE COMMUNITY SCHOOL DIST	738.32	Franchise Fee FY26
519620	11/26/2025	DUBUQUE COMMUNITY SCHOOL DIST	885.25	Franchise Fee FY26
519621	11/26/2025	DUBUQUE COUNTY ABSTRACT & TITLE	550.00	Dubuque County Abstract & Title
519621	11/26/2025	DUBUQUE COUNTY ABSTRACT & TITLE	400.00	Dubuque County Abstract & Title
519621	11/26/2025	DUBUQUE COUNTY ABSTRACT & TITLE	600.00	Dubuque County Abstract & Title
519621	11/26/2025	DUBUQUE COUNTY ABSTRACT & TITLE	500.00	Dubuque County Abstract & Title
519621	11/26/2025	DUBUQUE COUNTY ABSTRACT & TITLE	600.00	Dubuque County Abstract & Title
519621	11/26/2025	DUBUQUE COUNTY ABSTRACT & TITLE	600.00	Dubuque County Abstract & Title
519621	11/26/2025	DUBUQUE COUNTY ABSTRACT & TITLE	575.00	Dubuque County Abstract & Title
519621	11/26/2025	DUBUQUE COUNTY ABSTRACT & TITLE	225.00	Dubuque County Abstract & Title
519621	11/26/2025	DUBUQUE COUNTY ABSTRACT & TITLE	135.00	Dubuque County Abstract & Title
519646	11/26/2025	DUBUQUE COUNTY E911 BOARD	93.51	FY26 Radio System Fee
519646	11/26/2025	DUBUQUE COUNTY E911 BOARD	93.51	1st Qtr AC 911 Access Fee
519646	11/26/2025	DUBUQUE COUNTY E911 BOARD	93.51	1st Qtr AC 911 Access Fee
519622	11/26/2025	DUBUQUE COUNTY RECORDER	22.00	Dubuque County Recorder-CDBG (Blanket PO)
519686	11/26/2025	DUBUQUE DRAGON BOAT ASSOCIATION	300.00	DRAGON BOAT DEP REFUND
1016763	11/19/2025	DUBUQUE FIRE EQUIPMENT INC	1,507.50	ANNUAL FIRE EXTINGUISHERS CERTIFICATION
519687	11/26/2025	DUBUQUE FOOD PANTRY	300.00	LAUNCH INTO SUMMER REFUND (17)
1016779	11/26/2025	DUBUQUE HOSE & HYDRAULICS	34.36	UNIT #3237 - WO 8061 - HOSE & CRIMP SOCKET
1016779	11/26/2025	DUBUQUE HOSE & HYDRAULICS	96.00	LF- Gloves Cut 2 Nitrile Gloves -XL
519689	11/26/2025	DUBUQUE JAYCEES	300.00	TOUR DE GIVE DEP REFUND
519688	11/26/2025	DUBUQUE JAYCEES	300.00	FIREWORKS/AIRSHOW DEP REF
1016780	11/26/2025	DUBUQUE MAIN STREET LIMITED	5,000.00	Dubuque Main Street Ltd__SWAP\City Funding to SWA
519690	11/26/2025	DUBUQUE PRIDE, INC.	300.00	PRIDE FESTIVAL DEP REFUND
519651	11/26/2025	DUBUQUE SCREW PRODUCTS INC	9,943.56	TIF Fall 2025/FY26
519659	11/26/2025	DUPACO COMMUNITY CREDIT UNION	123,441.00	TIF Fall 2025/FY26
1016805	11/26/2025	EXPRESS EMPLOYMENT PROFESSIONALS	770.00	Express employee
1016805	11/26/2025	EXPRESS EMPLOYMENT PROFESSIONALS	153.30	Temporary Administrative Assistant for HR
519662	11/26/2025	FACTUAL DATA	102.35	Factual Data- Blanket PO
1016781	11/26/2025	FARONICS TECHNOLOGIES USA INC	1,221.15	Deep Freeze for public PCs
1016813	11/26/2025	FEHR-GRAHAM & ASSOCIATES LLC	1,221.00	Tamarack Sanitary Sewer Extension
1016813	11/26/2025	FEHR-GRAHAM & ASSOCIATES LLC	1,429.50	Tamarack Sanitary Sewer Extension
1016813	11/26/2025	FEHR-GRAHAM & ASSOCIATES LLC	250.00	Tamarack Sanitary Sewer Extension
519623	11/26/2025	FINLEY HOSPITAL	7,728.83	Franchise Fee FY26
1016802	11/26/2025	FOTH INFRASTRUCTURE & ENVIRO LLC	57,792.69	Relocate Taxiway A
1016802	11/26/2025	FOTH INFRASTRUCTURE & ENVIRO LLC	63,351.67	Relocate Taxiway A
1016802	11/26/2025	FOTH INFRASTRUCTURE & ENVIRO LLC	1,846.61	Relocate Taxiway A
1016802	11/26/2025	FOTH INFRASTRUCTURE & ENVIRO LLC	47,491.55	Relocate Taxiway A
1016802	11/26/2025	FOTH INFRASTRUCTURE & ENVIRO LLC	2,277.26	Relocate Taxiway A
1016802	11/26/2025	FOTH INFRASTRUCTURE & ENVIRO LLC	11,521.00	Airfield Pavement Management Program Update
1016782	11/26/2025	FOUR MOUNDS FOUNDATION	5,900.00	821 Garfield Ave. - Four Mounds Foundation- HEART
1016810	11/26/2025	FRANKLIN INVESTMENTS LLC	10,528.12	TIF Fall 2025/FY26
519629	11/26/2025	FRED JACKSON TUCKPOINTING CO	641.00	Bluff Street Modillion Inspection
519674	11/26/2025	Gardens of Dubuque LLC	16,598.60	TIF Fall 2025/FY26
519691	11/26/2025	GARY J DUSTER	50.00	GRAFFITI NIGHTS DEP REFUND
1016834	11/26/2025	Gavin Sarvis	270.00	BASKETBALL REFEREE
519624	11/26/2025	GEISLER BROTHERS COMPANY	651.04	TIF Fall 2025/FY26
519625	11/26/2025	GIESE MANUFACTURING CO INC	27,336.33	TIF Fall 2025/FY26
519692	11/26/2025	GRANDVIEW GALLOP, INC	300.00	GRANDVIEW GALLOP DEP REFUND
519666	11/26/2025	GRAY MEDIA GROUP, INC	700.00	Advertising
519666	11/26/2025	GRAY MEDIA GROUP, INC	1,750.00	Advertising
519641	11/26/2025	GREEN INDUSTRIAL PROPERTIES LLC	78,801.51	TIF Fall 2025/FY26
519681	11/26/2025	GT Novelty LLC	100,149.00	TIF Fall 2025/FY26
1016790	11/26/2025	GUS N PSIHOS	1,840.29	GPSihoyos Travel Reimbursement Weftec
1016783	11/26/2025	HDR ENGINEERING INC	2,795.00	Sanitary Sewer Asset Mgmt Plan
1016783	11/26/2025	HDR ENGINEERING INC	21,593.03	Sanitary Sewer Asset Mgmt Plan
1016783	11/26/2025	HDR ENGINEERING INC	11,202.50	Sanitary Sewer Asset Mgmt Plan
1016852	11/26/2025	HEIAR BROTHERS FENCING INC	2.39	GATE LATCH FOR PICKLEBALL COURTS
1016857	11/26/2025	HEIMAN INC	3,198.19	Engine Pump Intake & Nozzle

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
519652	11/26/2025	HJD LANDLORD LLC	133,148.97	TIF Fall 2025/FY26
1016784	11/26/2025	HODGE COMPANY	9,556.06	FY26 Data Center Rent and Expenses Nov
519627	11/26/2025	HOLY FAMILY CATHOLIC SCHOOLS	90.61	Franchise Fee FY26
519634	11/26/2025	HORMEL FOODS CORPORATION	130,701.51	TIF Fall 2025/FY26
519693	11/26/2025	HOSPICE OF DUBUQUE	50.00	TREE OF LIFE REFUND
519649	11/26/2025	HOYNE LANDSCAPING & SNOW PLOWING	1,685.00	Pulverized Soil- Picked up 10/17-11/03
519669	11/26/2025	INFOSEND INC	18,572.98	October Charges
260500020	11/14/2025	IOWA BEVERAGE SYSTEMS INC	125.75	Alcohol Purchases - Recreation
519637	11/26/2025	IOWA COMMUNITIES ASSURANCE POOL	750.00	FY26 Damage Claims
519628	11/26/2025	IOWA ONE CALL	54.40	Iowa One Call Utility Locates
519680	11/26/2025	Iron Creek Group LLC	2,279.17	FY26 Rent for 300 Main, Suite 330
519680	11/26/2025	Iron Creek Group LLC	5,390.83	FY26 Taxes/Insurance for 300 Main, Suite 330
1016786	11/26/2025	J & R SUPPLY COMPANY	2,186.14	Street- Cones 11/05/25
1016786	11/26/2025	J & R SUPPLY COMPANY	1,344.00	4x4 Scourstop Mat
1016822	11/26/2025	JASON D DUBA	170.00	PerDiem for Jason Duba Iowa Cycling Instructor Sem
1016831	11/26/2025	Jason D Lehman	39.01	JDL Mileage 7/1/2025-9/30/2025
1016837	11/26/2025	Jeffrey R Manders	39,966.34	TIF Fall 2025/FY26
519660	11/26/2025	JHTD PLAZA LLC	4,834.97	TIF Fall 2025/FY26
1016845	11/26/2025	KEELEY RESTORATION SERVICES LLC	213,337.13	2025 Repair and Maintenance Iowa Street Parking Ra
1016818	11/26/2025	KEN SAIKI DESIGN INC	36,013.75	COMISKEY PARK -PHASE 2
519645	11/26/2025	KENNETH J WELTER	90.00	BASKETBALL REFEREE
1016801	11/26/2025	KEVIN C ESSER	102.00	Travel Reimbursement
519626	11/26/2025	KIM A HERRIG	412.00	FY26 Custodial Services for 300 Main, Suite 330
519694	11/26/2025	KIWANIS CLUB OF DUBUQUE FOUNDATION	300.00	KIWANIS KIDS DAY DEP REFUND
519656	11/26/2025	KLAUER MANUFACTURING COMPANY	53,511.83	TIF Fall 2025/FY26
519676	11/26/2025	Korrin Schriver	20,060.16	FY2026 USDA Contractor Agreement_ReEvolution Farms
519695	11/26/2025	KRONK DISC GOLF, LLC	50.00	KRONK GOLF DEP REFUND
519685	11/26/2025	LA LEONA	400.00	DUPLICATE PAYMENT REFUND FOR FOOD LICENSE
519631	11/26/2025	LORAS COLLEGE	3,761.49	Franchise Fee FY26
519631	11/26/2025	LORAS COLLEGE	101.64	Franchise Fee FY26
1016820	11/26/2025	MACQUEEN EQUIPMENT GROUP	(17.66)	UNIT #2704 Plate 6" Vacuum
1016820	11/26/2025	MACQUEEN EQUIPMENT GROUP	1,408.59	STOCK - RUBBISH
1016764	11/19/2025	MAQUOKETA VALLEY ELECTRIC COOP	514.29	FY2026 BLANKET PO - ELECTRICITY COSTS
1016764	11/19/2025	MAQUOKETA VALLEY ELECTRIC COOP	255.14	FY2026 BLANKET PO - ELECTRICITY COSTS
1016851	11/26/2025	MAQUOKETA VALLEY ELECTRIC COOP	1,876.12	Energy Costs
1016851	11/26/2025	MAQUOKETA VALLEY ELECTRIC COOP	80.00	Energy Costs
1016851	11/26/2025	MAQUOKETA VALLEY ELECTRIC COOP	87.70	Energy Costs
1016851	11/26/2025	MAQUOKETA VALLEY ELECTRIC COOP	95.62	Energy Costs
1016764	11/19/2025	MAQUOKETA VALLEY ELECTRIC COOP	42.45	Blanket Purchase Order - Monthly Electric Service
1016764	11/19/2025	MAQUOKETA VALLEY ELECTRIC COOP	42.18	Blanket Purchase Order - Monthly Electric Service
1016764	11/19/2025	MAQUOKETA VALLEY ELECTRIC COOP	548.99	Blanket Purchase Order - Monthly Electric Service
1016764	11/19/2025	MAQUOKETA VALLEY ELECTRIC COOP	97.10	Blanket Purchase Order - Monthly Electric Service
1016851	11/26/2025	MAQUOKETA VALLEY ELECTRIC COOP	540.33	FY2026 BLANKET PO - ELECTRICITY COSTS
1016851	11/26/2025	MAQUOKETA VALLEY ELECTRIC COOP	2,439.12	Blanket Purchase Order - Monthly Electric Service
1016851	11/26/2025	MAQUOKETA VALLEY ELECTRIC COOP	101.40	Electrical Svc - Airport Lift Station - FY26
1016851	11/26/2025	MAQUOKETA VALLEY ELECTRIC COOP	62.60	FY26 Electric Traffic & Street Lights
1016851	11/26/2025	MAQUOKETA VALLEY ELECTRIC COOP	75.37	FY26 Electric Traffic & Street Lights
1016851	11/26/2025	MAQUOKETA VALLEY ELECTRIC COOP	44.68	FY26 Electric Traffic & Street Lights
1016851	11/26/2025	MAQUOKETA VALLEY ELECTRIC COOP	48.59	FY26 Electric Traffic & Street Lights
1016851	11/26/2025	MAQUOKETA VALLEY ELECTRIC COOP	61.09	FY26 Electric Traffic & Street Lights
1016851	11/26/2025	MAQUOKETA VALLEY ELECTRIC COOP	57.60	FY26 Electric Traffic & Street Lights
1016851	11/26/2025	MAQUOKETA VALLEY ELECTRIC COOP	53.50	FY26 Electric Traffic & Street Lights
1016851	11/26/2025	MAQUOKETA VALLEY ELECTRIC COOP	370.05	FY26 Electric Traffic & Street Lights
1016851	11/26/2025	MAQUOKETA VALLEY ELECTRIC COOP	57.16	FY26 Electric Traffic & Street Lights
1016851	11/26/2025	MAQUOKETA VALLEY ELECTRIC COOP	94.43	FY26 Electric Traffic & Street Lights
519661	11/26/2025	MARQUETTE HALL LLC	4,548.48	TIF Fall 2025/FY26
519683	11/26/2025	Matthew Kalcevich	109.55	MILEAGE REIMBURSEMENT
519633	11/26/2025	MEDICAL ASSOCIATES CLINIC PC	1,272.00	pre-employ screening, phys, vaccine, drug/alcohol
1016825	11/26/2025	MEDLINE INDUSTRIES, LP	182,157.19	TIF Fall 2025/FY26
519671	11/26/2025	MET X LLC	89,796.06	TIF Fall 2025/FY26
1016798	11/26/2025	MICHAEL C VAN MILLIGEN	415.80	9/17 MVM_TR_ILC Annual Conf_Des Moines
1016816	11/26/2025	MICHAEL J REINERT	112.00	MILEAGE FOR MIKE REINERT
519654	11/26/2025	MICHAEL K SCHMIDT	50,000.00	Yearly Debt Payment for Bowling & Beyond
519696	11/26/2025	MICHAEL W OGLESBY FOUNDATION INC	300.00	FAJ DEPOSIT REFUND (52)
1016826	11/26/2025	MILLER COMPANIES LLC	15,668.09	TIF Fall 2025/FY26
1016846	11/26/2025	MK PROPERTIES LLC	1,350.00	1430 1/2 Iowa St. - TBRA - M. Blok App #2530
519658	11/26/2025	MOLO PETROLEUM LLC	304.10	Landfill fluids- Mobil SHC 629 5 gal 06/19/25
519658	11/26/2025	MOLO PETROLEUM LLC	1,692.30	Landfill fluids- Guardol Bulk and Megaflow AW HVI
519658	11/26/2025	MOLO PETROLEUM LLC	25.38	Landfill fluids-Service Charge
519658	11/26/2025	MOLO PETROLEUM LLC	898.15	Fuel Charges City of DBQ-Fire
1016789	11/26/2025	MORRISON BROTHERS CO	10.04	LF- Materials for Hoop Building
519635	11/26/2025	MULGREW OIL COMPANY	1,642.21	LF-# 2 PRM DYED WNTR DSL ULS15PPM 10/30/25
519635	11/26/2025	MULGREW OIL COMPANY	2,106.70	LF-# 2 PRM DYED WNTR DSL ULS15PPM 11/06/25
519635	11/26/2025	MULGREW OIL COMPANY	2,893.02	LF-# 2 PRM DYED WNTR DSL ULS15PPM 11/04/25
519697	11/26/2025	MUSIC N MORE	300.00	KICKOFF TO SUMMER/SLB REFUND
519677	11/26/2025	Ned Oberbroeckling	1,554.42	TIF Fall 2025/FY26
1016806	11/26/2025	NETWORK COMPUTER SOLUTIONS	2,006.25	October 30th Service
1016847	11/26/2025	Nolan Czado	180.00	BASKETBALL REFEREE
1016853	11/26/2025	NORTHEAST IOWA COMMUNITY COLLEGE	30.95	Franchise Fee FY26
1016853	11/26/2025	NORTHEAST IOWA COMMUNITY COLLEGE	582.42	Franchise Fee FY26
519698	11/26/2025	NORTHEAST IOWA COUNCIL	300.00	SCOUTS MOMS DAY BREAKFAST REFUND

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1016785	11/26/2025	ORIGIN DESIGN CO	6,988.50	Task order 35-1
1016785	11/26/2025	ORIGIN DESIGN CO	10,229.70	Task order 35-1
519636	11/26/2025	ORKIN LLC	300.00	PEST CONTROL JOTC - Odd Job
1016807	11/26/2025	OVERDRIVE INC	137.98	Downloadable Ebooks and EAudio for Adult Collectio
1016807	11/26/2025	OVERDRIVE INC	482.78	Downloadable Ebooks and EAudio for Adult Collectio
1016807	11/26/2025	OVERDRIVE INC	1,444.19	Downloadable Ebooks and EAudio for Adult Collectio
1016799	11/26/2025	PATRICIA L GLEASON	327.00	IMFOA BOARD MTG 8/8/25
1016835	11/26/2025	Patrick Quarnstrom	120.00	BASKETBALL REFEREE
1016832	11/26/2025	Pitney Bowes Bank Inc Reserve Account	254.43	Postage Meter Rental October through December 2025
519639	11/26/2025	PRAIRIE FARMS	11,065.71	TIF Fall 2025/FY26
519648	11/26/2025	QUEEN B RADIO WISCONSIN INC	306.00	Advertising
519648	11/26/2025	QUEEN B RADIO WISCONSIN INC	300.00	Advertising
1016791	11/26/2025	RACOM CORPORATION	780.00	RADIO FOR NEW CHIPPER TRUCK
1016830	11/26/2025	RaDD Network Solutions, Inc.	4,869.05	Splice Capsules for fiber vaults
519670	11/26/2025	RAM SERVICES LLC	1,045.00	2085 Sunnyview Radon Mitigation
519657	11/26/2025	RITE HITE	70,879.43	TIF Fall 2025/FY26
519632	11/26/2025	ROASTING SOLUTIONS LLC	35,072.62	TIF Fall 2025/FY26
1016819	11/26/2025	ROBERT G WRIGHT JR	5,600.00	806 Lowell Construction HH22 11.17.2025
519699	11/26/2025	ROBYN KAPPAROS	50.00	cars and coffee deposit refund (22)
1016824	11/26/2025	ROSHEK PROPERTY LLC	195,602.85	TIF Fall 2025/FY26
260500018	11/21/2025	RXBENEFITS INC	99,513.73	FY26 Prescription Admin & Claims-9/13 to 11/7/25
519647	11/26/2025	SAFEGUARD BUSINESS SYSTEMS INC	1,160.00	CSP-L T-shirts
519647	11/26/2025	SAFEGUARD BUSINESS SYSTEMS INC	365.05	Art Postcards FY 26
519647	11/26/2025	SAFEGUARD BUSINESS SYSTEMS INC	348.35	Art Postcards FY 26
519682	11/26/2025	Sandra Fowler	15,000.00	Dept Mgr for Housing-Fowler Consulting
1016828	11/26/2025	Save On SP, LLC	2,752.71	Savings on specialty drugs - October 2025
519638	11/26/2025	SCHMALZ PRECAST CONCRETE MFG	685.00	Storm Sewer- City Squares
519684	11/26/2025	Scott Brachman	360.00	Travel Reimbursement
519673	11/26/2025	Shawn Stoffel	102.00	Travel Reimbursement
260500021	11/19/2025	SID'S	164.00	Bunker Hill Alcohol
519668	11/26/2025	SIMMONS PET FOOD INC	240,090.31	TIF Fall 2025/FY26
260500022	11/24/2025	SISCO	240.00	FY26 Short Term Disability Insurance Premium
1016793	11/26/2025	SPAHN & ROSE LUMBER	64,075.96	TIF Fall 2025/FY26
1016829	11/26/2025	SPECIAL MARKETS INSURANCE CONSULTAN	1,201.78	AMERICORPS MEMBER HEALTH INSURANCE- OCTOBER
519678	11/26/2025	Springshare LLC	303.45	SMS fees for library notices
519675	11/26/2025	State of Iowa Dept of Inspections and Appeals	40.00	ANNUAL BOILER INSPECTION- POD MARINA
1016794	11/26/2025	STRAND ASSOCIATES INC	11,849.56	Schmitt Island Sanitary Project
1016794	11/26/2025	STRAND ASSOCIATES INC	15,243.40	Granger Creek Pumping Station Design
1016794	11/26/2025	STRAND ASSOCIATES INC	14,322.27	Granger Creek Pumping Station Design
1016794	11/26/2025	STRAND ASSOCIATES INC	64,342.98	Old Mill Rd Pumping Station
1016794	11/26/2025	STRAND ASSOCIATES INC	51,777.88	Old Mill Rd Pumping Station
1016794	11/26/2025	STRAND ASSOCIATES INC	52,913.37	Old Mill Rd Pumping Station
1016854	11/26/2025	SWANK MOTION PICTURES INC	1,267.00	Movie Licensing for Youth
1016843	11/26/2025	Switch Development, LLC	12,599.53	TIF Fall 2025/FY26
1016765	11/19/2025	TELEGRAPH HERALD	447.81	Publication Expenses
1016855	11/26/2025	TELEGRAPH HERALD	1,983.51	Publication Expenses
1016855	11/26/2025	TELEGRAPH HERALD	3,041.48	Publication Expenses
1016855	11/26/2025	TELEGRAPH HERALD	102.20	Publication Expenses
1016766	11/19/2025	TERMINAL SUPPLY	515.67	SHOP - Bin Supplies 10/28/2025
1016795	11/26/2025	TERRACON CONSULTANTS INC	6,033.75	Catfish Creek Interceptor Middle Fork Phase 3
1016795	11/26/2025	TERRACON CONSULTANTS INC	9,812.50	Terracon BB Pump Consulting Services
1016795	11/26/2025	TERRACON CONSULTANTS INC	45,930.00	Catfish Creek Interceptor South Fork Phase 4
519700	11/26/2025	TERRY L MOZENA	300.00	DANCE YOUR BLUFF OFF DEP REF
1016804	11/26/2025	THE FISCHER COMPANIES	4,745.58	TIF Fall 2025/FY26
1016788	11/26/2025	THE LOCKSMITH EXPRESS	200.00	MSC Floodwall- keys for Floodwall
519655	11/26/2025	THE METRIX COMPANY	195.24	Franchise Fee FY26
1016800	11/26/2025	THOMAS J KIEFER	90.00	BASKETBALL REFEREE
519664	11/26/2025	THREE AMIGOS LLC	6,190.89	TIF Fall 2025/FY26
1016787	11/26/2025	TIMOTHY A LINK	337.35	T Link per diem for CPO conf Cedar Rapids 11/4/25
1016821	11/26/2025	TIMOTHY J LAWLER	85.00	TLawler Travel APWA IL Traffic Tech II Cert
1016808	11/26/2025	TODD M. SIEVERDING	102.00	Travel Reimbursement
1016814	11/26/2025	TRAVIS F SMITH	8,118.50	FY26 Lawn Mowing Services
260500026	11/21/2025	TREASURER STATE OF IOWA	25,011.16	Metro Sales Tax FY26
260500023	11/21/2025	TREASURER STATE OF IOWA	60,897.43	Utility Billing Sales Tax FY26
260500024	11/21/2025	TREASURER STATE OF IOWA	67,331.92	Utility Billing Sales Tax FY26
260500025	11/21/2025	TREASURER STATE OF IOWA	1,999.99	Parks and Recreation & Library Sales Tax FY26
1016796	11/26/2025	TRICON CONSTRUCTION GROUP	253,478.80	Granger Creek Lift Station Improvements
1016770	11/19/2025	TRI-STATE PORTA POTTY INC	990.00	Rental of units for Landfill and Streets (Balance)
1016770	11/19/2025	TRI-STATE PORTA POTTY INC	1,565.00	PORT-A-POTTIES OCT-NOV 2025
1016767	11/19/2025	TRUCK COUNTRY OF IOWA INC	465.43	UNIT #3411 - SPEEDOMETER SERVICE
1016767	11/19/2025	TRUCK COUNTRY OF IOWA INC	38.87	UNIT #3451 - SENDER/SENSOR-FLUID LEVEL, COOL
519653	11/26/2025	TRUGREEN LIMITED PARTNERSHIP	51.81	FY26 Fed Bldg Lawn
1016797	11/26/2025	TURPIN DODGE OF DUBUQUE LLC	497.25	UNIT #1702 - WO 7931 - MUFFLER
519701	11/26/2025	UNITED WAY OF DUBUQUE AREA TRI-STATES	300.00	OVER THE EDGE DEP. REFUND
519640	11/26/2025	UNIVERSITY OF DUBUQUE	434.67	Franchise Fee FY26
519640	11/26/2025	UNIVERSITY OF DUBUQUE	7,904.44	Franchise Fee FY26
519642	11/26/2025	VERIZON WIRELESS SERVICES LLC	324.26	Fixed Route Rangers Data
519642	11/26/2025	VERIZON WIRELESS SERVICES LLC	111.55	Fixed Route Signs Data
1016803	11/26/2025	Vestis Group Inc (f/k/a Aramark)	131.97	Linens, tablecloths, cleaning cloths
519702	11/26/2025	VETERANS FREEDOM CENTER, INC	300.00	MEMORIAL DAY PARADE DEP REFUND
519643	11/26/2025	WALTER DEVELOPMENT LLC	164,543.49	TIF Fall 2025/FY26

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
			\$ 3,583,233.79	

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

General	1,910,919.52
Special Revenue	665,495.43
Capital Projects	2,015,837.22
Water	525,682.50
Sanitary Sewer	285,900.60
Stormwater	29,370.55
Parking	80,001.31
Refuse	45,921.79
Transit	38,987.22
Internal Service	4,022.52
DMAWA	274,594.90
GRAND TOTAL	<u><u>\$ 5,876,733.56</u></u>

***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 EXPENDITURES BY FUND

General	1,461,056.43
Special Revenue	91,406.40
Capital Projects	1,412,557.20
Water	106,035.73
Sanitary Sewer	696,056.71
Stormwater	274,881.01
Parking	28,777.92
Refuse	4,034.53
Transit	16,891.43
Internal Service	7,306.27
DMASWA	1,279,493.20
GRAND TOTAL	<u>\$ 5,378,496.83</u>

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

<u>Revenue Type</u>	<u>Amount</u>
Charge for services	7,716,997.43
Grants/Contributions	3,360,947.59
Property Taxes	2,841,926.37
TIF	2,009,543.25
LOST	1,100,968.65
Hotel/Motel Tax	324,018.54
Utility Franchise Fees	629,064.30
Gaming	52,421.88
Investment Earnings	341,011.04
Gain on Disposal	28,446.01
Miscellaneous	142,265.00
Total	<u><u>\$ 18,547,610.06</u></u>

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

<u>Fund</u>	<u>Amount</u>
General Fund	8,364,803.08
Special Revenue	4,244,994.24
Debt Service	28,498.05
Capital Projects	741,613.91
Water	1,014,570.24
Sanitary	1,136,145.48
Stormwater	536,491.01
Parking	240,657.82
Refuse	354,824.43
Transit	172,968.65
Internal Service	665,386.18
DMASWA	1,046,656.97
Total	<u><u>\$ 18,547,610.06</u></u>

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posted. Final figures will be shared once all data has been validated.**

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

General	1,518,590.99
Special Revenue	642,279.07
Capital Projects	2,013,717.45
Water	82,109.28
Sanitary Sewer	323,457.02
Stormwater	370,924.20
Parking	21,303.26
Refuse	7,058.37
Transit	8,846.28
Internal Service	21,230.49
DMAWA	761,396.43
GRAND TOTAL	<u><u>\$ 5,770,912.84</u></u>

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

<u>Revenue Type</u>	<u>Amount</u>
Charge for services	8,586,490.94
Grants/Contributions	1,916,071.80
Property Taxes	10,777,907.88
TIF	5,719,840.04
LOST	1,191,929.51
Hotel/Motel Tax	378,459.51
Utility Franchise Fees	675,993.21
Gaming	46,830.52
Investment Earnings	961,536.26
Gain on Disposal	17,823.04
Miscellaneous	2,618,124.50
Total	<u><u>\$ 32,891,007.21</u></u>

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

<u>Fund</u>	<u>Amount</u>
General Fund	14,395,961.34
Special Revenue	8,489,390.85
Debt Service	102,654.72
Capital Projects	767,446.75
Water	1,853,910.48
Sanitary	4,222,878.47
Stormwater	891,706.36
Parking	221,483.96
Refuse	618,235.09
Transit	79,104.99
Internal Service	304,772.15
DMASWA	943,462.05
Total	<u><u>\$ 32,891,007.21</u></u>

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posted. Final figures will be shared once all data has been validated.**

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

General	913,614.13
Special Revenue	257,656.65
Debt Service	50,000.00
Capital Projects	478,666.11
Water	255,479.89
Sanitary Sewer	259,876.38
Stormwater	51,284.65
Parking	79,836.28
Refuse	3,580.08
Transit	8,975.34
Internal Service	12,206.33
DMA SWA	143,166.51
GRAND TOTAL	<u>\$ 2,514,342.35</u>

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

<u>Revenue Type</u>	<u>Amount</u>
Charge for services	5,720,444.23
Grants/Contributions	1,862,385.78
Utility Franchise Fees	542,872.24
Gaming	41,003.03
Investment Earnings	2,684.95
Gain on Disposal	13,770.00
Miscellaneous	718.98
Total	<u>\$ 8,183,879.21</u>

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

<u>Fund</u>	<u>Amount</u>
General Fund	2,431,945.39
Special Revenue	1,539,368.80
Capital Projects	5,555.77
Water	968,393.25
Sanitary	1,433,951.85
Stormwater	462,487.67
Parking	118,140.15
Refuse	416,400.34
Transit	200,669.56
Internal Service	6,889.42
DMASWA	600,077.01
Total	<u>\$ 8,183,879.21</u>

***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
City Council**

CONSENT ITEMS # 5.

ITEM TITLE:	Fiscal Year 2025 City Street Financing Report
SUMMARY:	City Manager transmitting the annual City Street financing report that has been filed with the Iowa Department of Transportation.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. FY25 State of Iowa Street Financing Report_MVM Memo
2. FY25 State of Iowa Street Financing Report_Staff Memo (1)
3. Dubuque2025 Street Finc Report

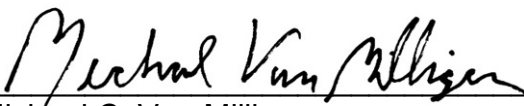
TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Fiscal Year 2025 City Street Financing Report.

DATE: November 20, 2025

Chief Financial Officer Jennifer Larson is transmitting the annual City Street financing report that has been filed with the Iowa Department of Transportation.


Michael C. Van Milligen

MCVM/bd
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Jennifer Larson, Chief Financial Officer
Brian DeMoss, Finance Manager



TO: Mike Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer, Brian DeMoss, Finance Manger

SUBJECT: Fiscal Year 2025 City Street Financing Report.

DATE: November 20, 2025

The annual City Street Financing Report has been filed with the Iowa Department of transportation pursuant to the Code of Iowa, Chapter 312, Section 14. This report includes all fiscal year 2025 activity related to the City's Street related expenses and revenues.

Should you have questions on the attached report, please feel free to contact me.

Thank you.

cc: Brian DeMoss, Finance Manager
Gus Psihoyos, City Engineer



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2025

Dubuque

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Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets	\$535,123	\$1,120,655			\$556,461		\$2,212,239
Benefits - Roads/Streets	\$177,348	\$517,067			\$177,370		\$871,785
Training & Dues	\$5,963	\$15,239			\$1,585		\$22,787
Building & Grounds Maint. & Repair		\$86,175					\$86,175
Vehicle & Office Equip Operation and Repair	\$968	\$108,050					\$109,018
Other Utilities	\$34,857	\$21,290					\$56,147
Engineering	\$4,250				\$989,587		\$993,837
Insurance	\$6,816	\$57,574					\$64,390
Janitorial		\$459					\$459
Legal		\$42,519			\$26,176		\$68,695
Printing	\$679						\$679
Rents & Leases		\$4,644					\$4,644
Street Maintenance Expense	\$172,049						\$172,049
Technology Expense	\$9,115	\$113,745					\$122,860
Other Professional Services	\$3,376				\$410,924		\$414,300
Other Contract Services	\$25,430	\$213,205			\$101,634		\$340,269
Minor Equipment Purchases	\$6,375	\$137,785					\$144,160



City Street Finance Report

Fiscal Year 2025

Bureau of Local Systems

Dubuque

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	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Other Equipment					\$177,115		\$177,115
Office Supplies	\$1,303	\$15,357			\$1,248		\$17,908
Operating Supplies		\$12,871					\$12,871
Postage & Safety	\$1,857	\$500			\$589		\$2,946
Vehicles		\$111,002					\$111,002
Furniture & Fixtures	\$1,546						\$1,546
Heavy Equipment		\$163,103			\$520,150		\$683,253
Other Capital Equipment		\$372,033					\$372,033
Land Purchase					\$1,000		\$1,000
Right-of-Way					\$6,357		\$6,357
Street - Preservation		\$1,247,261					\$1,247,261
Other Capital Outlay	\$18,361	\$63,136			\$2,290,565	\$92,093	\$2,464,155
Principal Payment				\$259,124			\$259,124
Interest Payment				\$51,916			\$51,916
Transfer Out		\$423,548			\$234,153		\$657,701
Street Lighting		\$711,481					\$711,481
Traffic Control/Safety	\$1,007,646	\$12,943					\$1,020,589
Snow Removal		\$757,891					\$757,891
Depreciation & Building Utilities		\$77,003					\$77,003
Street Cleaning		\$665,216					\$665,216



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City Street Finance Report

Fiscal Year 2025

Dubuque

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	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Snow Removal Salaries		\$388,645					\$388,645
Snow Removal Benefits		\$179,284					\$179,284
Total	\$2,013,062	\$7,639,681		\$311,040	\$5,494,914	\$92,093	\$15,550,790



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City Street Finance Report

Fiscal Year 2025

Dubuque

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Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	\$2,013,062		\$0	\$0			\$2,013,062
Other Taxes (Hotel, LOST)					\$3,739,788		\$3,739,788
Rents & Leases					\$13,785		\$13,785
Federal Grants		\$9,500			\$432,458		\$441,958
State Revenues - Road Use Taxes		\$8,473,864					\$8,473,864
Other State Grants - IDOT					\$816,128		\$816,128
Charges/fees						\$0	\$0
Contributions		\$85,748					\$85,748
Sale of Assests		\$7,734					\$7,734
Transfer In		\$3,314		\$311,040	\$343,347		\$657,701
Total	\$2,013,062	\$8,580,160	\$0	\$311,040	\$5,345,506	\$0	\$16,249,768



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City Street Finance Report

Fiscal Year 2025

Dubuque

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Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
2021A-Streets Only	\$1,353,857	\$132,487	\$27,076	\$132,487	\$27,076	\$1,221,370
2017A - Streets Only	\$284,484	\$57,700	\$9,807	\$57,700	\$9,807	\$226,784
2018A - Streets Only	\$504,538	\$68,937	\$15,033	\$68,937	\$15,033	\$435,601
Total	\$2,142,879	\$259,124	\$51,916	\$259,124	\$51,916	\$1,883,755



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City Street Finance Report

Fiscal Year 2025

Dubuque

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Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
Freightliner Single Axle Dump Truck	2016	Purchased	\$124,039	No Change
MIKASA MVC-82VH - VIBRATOR PLATE	2012	Purchased	\$1,750	No Change
MULTI-QUIP MTX60HD - RAMMER	2013	Purchased	\$2,265	No Change
MULTI-QUIP MTX60HD - TAMPING RAMMER	2017	Purchased	\$2,265	No Change
PALADIN X4575 - CUTTER	2018	Purchased	\$23,500	No Change
STIHL MS170 - CHAIN SAW	2019	Purchased	\$180	No Change
STIHL MVS-TS420-14 - SAW	2017	Purchased	\$909	No Change
Freightliner Dump Truck with Combo Box	2016	Purchased	\$136,215	Traded
Freightliner Single Axle Dump Truck	2016	Purchased	\$124,039	No Change
John Deere Wheel Loader - 644K	2012	Purchased	\$220,000	No Change
Atlas Copco Air Compressor	2009	Purchased	\$10,351	No Change
Huszvarna 30" Pavement Saw	2009	Purchased	\$21,970	No Change
John Deere Motor Grader	2010	Purchased	\$194,335	No Change
John Deere Gator	2019	Purchased	\$7,532	No Change
Dynapac CC122 12 Series	2005	Purchased	\$25,842	No Change
Dynapac Vibratory Asphalt Roller	2019	Purchased	\$23,390	Sold
WACKER NEUSON VP1340 - VIBRATOR PLATE	2008	Purchased	\$1,750	No Change
H&H Trailer GT20	2014	Purchased	\$6,175	No Change
John Deere Backhoe /Loader	2010	Purchased	\$82,318	No Change
Freightliner Tandem Dump Truck w/combo Box	2016	Purchased	\$136,215	Traded
John Deere Wheel Loader Forks Attachment	2010	Purchased	\$5,433	No Change



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City Street Finance Report

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Description	Model Year	Usage Type	Cost	Purchased Status
Ver-mac Sign Board	2019	Purchased	\$13,150	No Change
Reversible Plate Compactor	2016	Purchased	\$7,600	No Change
Freightliner Dump Truck	2017	Purchased	\$166,764	No Change
John Deere 323E Skid-Steer	2014	Purchased	\$63,327	No Change
Freightliner Dump Truck	2017	Purchased	\$166,558	No Change
John Deere 410L	2020	Purchased	\$72,500	No Change
Ford Pickup Truck	2017	Purchased	\$34,280	No Change
INTERNATIONAL HV607 SBA	2020	Purchased	\$164,773	No Change
INTERNATIONAL HV607 SBA	2020	Purchased	\$190,773	No Change
Honda TRASH PUMP - 2" PUMP	2016	Purchased	\$998	No Change
Utility Compactor	2023	Purchased	\$62,062	No Change
DumpTruck	2023	Purchased	\$199,654	No Change
DumpTruck	2023	Purchased	\$199,654	No Change
Street Sweeper	2023	Purchased	\$569,217	No Change
Ford F550 4WD	2020	Purchased	\$59,765	No Change
Chevrolet 3500 Sewer Rodder Silverado	2009	Purchased	\$76,593	No Change
CH&S - 6" Trash Pump	1999	Purchased	\$13,846	No Change
PECO Manhole Cutter	1998	Purchased	\$13,260	No Change
Ford Hi-Cube Van 2/ CCTV Equip	2007	Purchased	\$99,000	No Change
Godwin 4" Trash Pump	2006	Purchased	\$18,782	No Change
Gorman Rupp 6" Trash Pump	1985	Purchased	\$11,595	No Change
Portable Jet/Root Cutter	2000	Purchased	\$8,595	No Change
Ingersoll Rand Roller	1991	Purchased	\$3,210	No Change



City Street Finance Report

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Description	Model Year	Usage Type	Cost	Purchased Status
Trailer King Trailer	1985	Purchased	\$2,836	No Change
Ford F550 Crew Cab	2019	Purchased	\$126,316	No Change
International HV607 SBA w/ Vactor	2020	Purchased	\$344,080	No Change
Freightliner 213,500 GVW	2017	Purchased	\$90,634	No Change
Chevrolet 4WD 12,000 GVW Dump	2013	Purchased	\$58,695	Sold
Townmaster Trailer	1993	Purchased	\$5,481	No Change
Tsrumi-6" trash pump	2014	Purchased	\$15,794	No Change
Target Pro 65 III Concrete Saw	1998	Purchased	\$8,927	No Change
Freightliner Single Axle Dump Truck	2016	Purchased	\$124,039	No Change
STIHL TS400 - CONCRETE SAW	2004	Purchased	\$1,203	No Change
STIHL TS500i - CONCRETE SAW	2019	Purchased	\$1,203	No Change
Morrison Speed Screed	2018	Purchased	\$8,991	No Change
JD Skid loader	2019	Purchased	\$63,650	No Change
John Deere 625i Gator	2014	Purchased	\$10,671	No Change
Jet Flusher Truck / Pipe Cleaner	2014	Purchased	\$207,490	No Change
3500 HD Dodge Ram	2019	Purchased	\$28,500	No Change
Caterpillar Asphalt Roller	2010	Purchased	\$48,575	No Change
3250 - Endloader Grapple Bucket	2023	Purchased	\$24,300	No Change
Cimline Crack Sealer Unit	2022	Purchased	\$48,095	No Change
Vacuum Sweeper	2023	Purchased	\$302,093	No Change
John Deere 85G Backhoe Loader	2023	Purchased	\$129,500	No Change
John Deere Lawn Tractor	2016	Purchased	\$27,100	No Change
B&B Tilt Trailer	2023	Purchased	\$11,090	No Change



City Street Finance Report

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Bureau of Local Systems

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Description	Model Year	Usage Type	Cost	Purchased Status
Sewer Easement Machine	2009	Purchased	\$38,783	No Change
cobra curber including dump bucket	2022	Purchased	\$18,955	No Change
Freightliner Dump Truck	2017	Purchased	\$166,764	No Change
Ford F350	2017	Purchased	\$58,757	No Change
Silverado 4WD 12,000 GVW Dump w/snow Equipment	2013	Purchased	\$58,695	Sold
B-B UTILITY TILT BED TRAILER F - TRAILER	2018	Purchased	\$17,970	No Change
B-B UTILITY TILT BED TRAILER T - TRAILER B&B	2016	Purchased	\$5,500	No Change
CYCLONE CY5000 - SWEEPER	2020	Purchased	\$156,540	No Change
FIVE D INDUSTRIES HOT PATCH BE - HOT PATCH BOX	2020	Purchased	\$20,005	No Change
H & H TRAILER UT20 - Trailer	2015	Purchased	\$4,978	No Change
Honda - TRASH PUMP 3 IN	2014	Purchased	\$1,179	No Change
International HV607EX type Distributor	2020	Purchased	\$154,707	No Change
Honda HND-WT-30 - 3 " PUMP	2017	Purchased	\$1,220	No Change
Honda HND-WT-30 - TRASH PUMP 3 IN	2015	Purchased	\$1,216	No Change
H10252 Plate Compactor	2023	Purchased	\$10,592	No Change
Elgin Pelican P Dual Sweeper	2013	Purchased	\$189,459	No Change
John Deere Tractor	2010	Purchased	\$79,360	No Change
Freightliner Tandem Dump Truck with Henderson Combo Dump Box	2017	Purchased	\$203,122	No Change
STIHL TS500i - CONCRETE SAW	2019	Purchased	\$1,203	No Change
STIHL TS500i - SAW	2016	Purchased	\$999	No Change
TSURUMI 2" 2/3 HP - PUMP	2016	Purchased	\$328	No Change
VER-MAC PCMS-548/HYD - Message Board	2021	Purchased	\$14,450	No Change
WACKER NEUSON VP 1340AW - VIBROPLATE	2016	Purchased	\$1,750	No Change



City Street Finance Report

Fiscal Year 2025

Bureau of Local Systems

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Description	Model Year	Usage Type	Cost	Purchased Status
John Deere Wheel Loader 624K	2015	Purchased	\$214,000	No Change
John Deere 6247 Endloader	2007	Purchased	\$136,108	No Change
John Deere Wheel Loader	2000	Purchased	\$118,750	No Change
John Deere 85G Excavator	2018	Purchased	\$125,900	No Change
Ingersoll Rand Roller	2002	Purchased	\$5,356	No Change
Sullivan D185PJD Air Compressor	2014	Purchased	\$9,517	No Change
Freightliner w/Henderson Combo Dump Box	2020	Purchased	\$115,909	No Change
Atlas Copco Air Compressor	2003	Purchased	\$7,819	No Change
HOMEL HOMELITE - TRASH PUMP 3 IN	1996	Purchased	\$1,179	No Change
John Deere endloader 624K	2009	Purchased	\$129,292	No Change
Cimline Crack Saw	1990	Purchased	\$2,381	No Change
Freightliner 108 SD	2020	Purchased	\$141,470	No Change
Honda 3" Trash Pump	2003	Purchased	\$1,197	No Change
Global 6" Trash Pump	2021	Purchased	\$50,138	No Change
John Deere Lawn Tractor X758	2017	Purchased	\$10,850	No Change
B&B Trailer	2017	Purchased	\$8,050	No Change
B&B Trailer	2017	Purchased	\$6,400	No Change
Catepillar	2008	Purchased	\$277,632	No Change
B&B Trailer	2008	Purchased	\$5,585	No Change
Gorman Rupp 10" Trash Pump	2004	Purchased	\$35,720	No Change
M2106 Freightliner with Schwarze Sweeper	2015	Purchased	\$190,315	No Change
International Vac/Flusher Unit	1998	Purchased	\$124,756	No Change
INTERNATIONAL HV607 SBA	2020	Purchased	\$164,773	No Change



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City Street Finance Report

Fiscal Year 2025

Dubuque

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Description	Model Year	Usage Type	Cost	Purchased Status
#540004 2025 Freightliner 108SD	2025	Purchased	\$296,064	New
#540005 2025 Freightliner 108SD	2025	Purchased	\$296,064	New
Retroreflectometer GRX-7	2025	Purchased	\$15,760	New
Retroreflectometer GRX-7	2025	Purchased	\$15,760	New



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City Street Finance Report

Fiscal Year 2025

Dubuque

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Street Projects

Project Description	Contract Price	Final Price	Contractor Name
N Grandview Estates Rd Imp	\$182,920	\$182,920	Erlich Properties LLC
JFK & 32nd Intersection Recon	\$416,192	\$454,327	Eastern Iowa Excavating & Concrete, LLC
N Grandview Rehab	\$354,756	\$382,450	Eastern Iowa Excavating & Concrete, LLC



Bureau of Local Systems
Ames, IA 50010

City Street Finance Report

Fiscal Year 2025

Dubuque

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Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capital Projects (300)	Utilities (600 & U0)	Grand Total
Begining Balance	\$0	\$7,875,073	\$0	\$4,874	\$3,727,413	\$92,093	\$11,699,453
SubTotal Expenses (-)	\$2,013,062	\$7,216,133		\$311,040	\$5,260,761	\$92,093	\$14,893,089
Transfers Out (-)		\$423,548			\$234,153		\$657,701
Subtotal Revenues (+)	\$2,013,062	\$8,576,846	\$0	\$0	\$5,002,159	\$0	\$15,592,067
Transfers In (+)		\$3,314		\$311,040	\$343,347		\$657,701
Ending Balance	\$0	\$8,815,552	\$0	\$4,874	\$3,578,005	\$0	\$12,398,431

Resolution Number:

Execution Date: Monday, December 1, 2025

Signature: Brian DeMoss

**City of Dubuque
City Council**

CONSENT ITEMS # 6.

ITEM TITLE: Fiscal Year 2025 Iowa Urban Renewal Annual Report
SUMMARY: City Manager recommending approval of the Fiscal Year 2025 Iowa Urban Renewal Report for the City of Dubuque.
RESOLUTION Approving The Fiscal Year 2025 Urban Renewal Report For The City Of Dubuque
SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. FY25 URR Report_MVM Memo_2025_11_21
2. FY 2025 State Urban renewal report staff memo_2025_11_21
3. 2025_State Urban renewal report resolution
4. FY25 State Urban Renewal Report_2025_11_21

TO: The Honorable Mayor and City Council Members
FROM: Michael C. Van Milligen, City Manager
SUBJECT: Fiscal Year 2025 Iowa Urban Renewal Annual Report
DATE: November 21, 2025

Chief Financial Officer Jennifer Larson is recommending approval of the Fiscal Year 2025 Iowa Urban Renewal Report for the City of Dubuque.

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



Michael C. Van Milligen

MCVM/jml
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer
Jill Connors, Economic Development Director
Joe Link, Economic Development Financial Specialist

TO: Michael Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Fiscal Year 2025 Iowa Urban Renewal Annual Report

DATE: November 21, 2025

INTRODUCTION

This memorandum transmits for City Council consideration and action a resolution approving the annual urban renewal report required by the Iowa Urban Renewal Reporting Act of 2012 for all cities and counties using tax increment financing (TIF). The resolution and report are attached to this memo.

BACKGROUND

In the 2012 state legislative session, lawmakers adopted HF 2460, otherwise known as the Urban Renewal Reporting Act of 2012. The Act amended urban renewal legislation in several key areas, with a primary focus of increasing transparency in the utilization of tax increment financing.

One of the most significant requirements is for a local government to submit an annual report to the Department of Management (DOM) by December 1, following the previous fiscal year. The report must be approved by a majority of the local governing body or the DOM will not certify the incremental taxes back to the city or county. This is the second year the City of Dubuque has submitted the report.

DISCUSSION

The FY 2025 Annual Report identifies urban renewal projects, in every urban renewal district and subarea that utilized tax increment financing. Previously approved projects included in the FY2025 report are listed, as well as new projects that have been authorized from July 1, 2024 to June 30, 2025. Other significant portions of the report include the following:

- Submission of ordinances, plans and maps for all urban renewal districts;
- Amounts of loans, advances, and indebtedness incurred and the unpaid balance of TIF debt;
- Assessed value of the urban renewal areas, portion of the assessed value used to calculate incremental taxes, and portions related to other taxing entities;
- Number of jobs created utilizing TIF and private capital investment associated with a project;
- Public building analysis for projects utilizing TIF, with an explanation as to why TIF is the preferred funding source.

RECOMMENDATION

I respectfully recommend approval of the resolution authorizing approval of the Fiscal Year 2025 Iowa Urban Renewal Report for the City of Dubuque.

ACTION STEP

The action step is for the City Council to approve the attached resolution and report.

cc: Jill Connors, Economic Development Director
Joe Link, Economic Development Financial Specialist

Attachments

RESOLUTION NO.

A RESOLUTION APPROVING THE FISCAL YEAR 2025 URBAN RENEWAL REPORT FOR THE CITY OF DUBUQUE.

Whereas, the Iowa Legislature approved HF 2460 in the 2012 Legislative Session, amending the current law pertaining to urban renewal districts; and

Whereas, HF 2460, otherwise known as the Urban Renewal Reporting Act of 2012, aims to increase transparency in the utilization of tax increment financing; and

Whereas, HF 2460 requires an annual urban renewal report be approved by the majority of a local governing body that had an active urban renewal plan anytime during the most recently ended fiscal year; and

Whereas, City staff have fulfilled the requirements outlined in the Act through a web-based reporting tool hosted by the Iowa Department of Management.

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

Section 1. That the Fiscal Year 2025 Urban Renewal Report for the City of Dubuque, be approved.

Section 2. That the Chief Financial Officer of the City of Dubuque, Iowa is hereby authorized and directed to submit the Report, with a record of this approval, to the Iowa Department of Management.

Passed, approved and adopted this 1st day of December, 2025.

Brad M. Cavanagh
Mayor

Attest:

Adrienne Breitfelder
City Clerk

Annual Urban Renewal Report, Fiscal Year 2024 - 2025

Levy Authority Summary

Local Government Name: DUBUQUE
Local Government Number: 31G288

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
DUBUQUE CITY INDUST CNTR URBAN RENEWAL	31002	32
DUBUQUE CITY INDUST CNTR SOUTH URBAN RENEWAL	31018	3
DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL	31033	33
DUBUQUE CITY LAKE RIDGE URBAN RENEWAL	31046	1
DUBUQUE CITY NORTH CASCADE ROAD URBAN RENEWAL	31047	3
DUBUQUE CITY ENGLISH RIDGE URBAN RENEWAL	31048	2
DUBUQUE CITY SOUTH POINTE HOUSING	31050	7
DUBUQUE CITY DERBY GRANGE HOUSING URBAN RENEWAL	31051	7
DUBUQUE - PERU ROAD (FLEXSTEEL)	31054	1
SKY BLUE HOUSING URBAN RENEWAL	31057	1
RADFORD ROAD ECONOMIC DEVELOPMENT	31058	1
NORTH GRANDVIEW ESTATES HOUSING URBAN RENEWAL	31060	1
SWITCH HOMES HOUSING URBAN RENEWAL AREA	31061	2
JOHN F. KENNEDY ROAD URBAN RENEWAL	31062	1
TWIN VALLEY URBAN RENEWAL	31063	1
MOUNT PLEASANT PLACE HOUSING URBAN RENEWAL	31064	0
EMRI URBAN RENEWAL	31066	0

TIF Debt Outstanding: 99,814,500

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024:		Amount of 07-01-2024 Cash Balance Restricted for LMI	
	17,393,985	1,504,001	
TIF Revenue:	17,551,607		
TIF Sp. Revenue Fund Interest:	808,984		
Property Tax Replacement Claims	145,342		
Asset Sales & Loan Repayments:	573,332		
Total Revenue:	19,079,265		
Rebate Expenditures:	3,764,346		
Non-Rebate Expenditures:	4,571,096		
Returned to County Treasurer:	0		
Total Expenditures:	8,335,442		

TIF Sp. Rev. Fund Cash Balance as of 06-30-2025:	28,137,808	1,362,578	Amount of 06-30-2025 Cash Balance Restricted for LMI
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**Year-End Outstanding TIF
Obligations, Net of TIF Special
Revenue Fund Balance: 63,341,250**

Urban Renewal Area Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL
 UR Area Number: 31002

UR Area Creation Date: 05/1988

UR Area Purpose: To develop and redevelop the Dubuque Industrial Center for economic development activities, primarily industrial park development, through the provision of development sites, public infrastructure, amenities and financial incentives.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
DUBUQUE CITY/DBQ COMM SCH/UR 5 INCREM	310079	310078	31,798,986
DUBUQUE CITY/DBQ COMM SCH/UR 6 INCREM	310081	310080	0
DUBUQUE CITY/DBQ COMM SCH/UR 32 INCREM	310166	310167	6,575,000
DUBUQUE CITY AG/DBQ COMM SCH/UR 32 INCREM	310168	310169	0
DUBUQUE CITY AG/DBQ COMM SCH/UR 5 INCREMENT	310189	310191	0
DUBUQUE CITY/DBQ COMM SCH/UR 78 INCREMENT	310395	310396	20,568,422
DUBUQUE CITY AG/DBQ COMM SCH/UR 78 INCREMENT	310397	310398	0
CENTER TWP/DBQ COMM SCH/DUBUQUE UR 78 INCREMENT	310399	310400	0
DUBUQUE TWP/DBQ COMM SCH/ASBURY FIRE/DUBUQUE UR 78 INCREMENT	310401	310402	0
DUBUQUE CITY/DBQ COMM SCH/UR 101 INCREMENT	310497	310498	18,354,742
DUBUQUE CITY/DBQ COMM SCH/UR 102 INCREMENT	310499	310500	23,751,394
CENTER TWP/DBQ COMM SCH/UR 104 INCREMENT	310507	310508	0
DUBUQUE CITY/DBQ COMM SCH/UR 105 INCREMENT	310509	310510	12,057,984
DUBUQUE CITY AG/DBQ COMM SCH/UR 105 INCREMENT	310511	310512	0
DUBUQUE CITY/DBQ COMM SCH/UR 108 INCREMENT	310521	310522	0
CENTER TWP/DBQ COMM SCH/UR 109 INCREMENT	310523	310524	0
DUBUQUE TWP/DBQ COMM SCH/UR 110 INCREMENT	310525	310526	0
DUBUQUE CITY/DBQ COMM SCH/UR 104 INCREMENT	310541	310542	0
DUBUQUE CITY/DBQ COMM SCH/UR 133 INCREMENT	310603	310604	14,556,814
DUBUQUE CITY/DBQ COMM SCH UR 134 (SUBAREA L) INCREMENT	310605	310606	0
DUBUQUE CITY AG/DBQ COMM SCH UR 134 (SUBAREA L) INCREMENT	310607	310608	0
DUBUQUE CITY/DBQ COMM SCH UR 135 (SUBAREA M) INCREMENT	310609	310610	0
DUBUQUE CITY/DBQ COMM SCH/UR 147 (SUBAREA N) INCREMENT	310649	310650	2,019,814
DUBUQUE CITY/DBQ COMM SCH/UR 148 (SUBAREA O) INCREMENT	310651	310652	0
DUBUQUE CITY/DBQ COMM SCH/UR 149 (SUBAREA P) INCREMENT	310653	310654	0
DUBUQUE CITY AG/DBQ COMM SCH/UR 149 (SUBAREA P) INCREMENT	310655	310656	0
TABLE MOUND TWP/DBQ COMM SCH/UR 149 (SUBAREA P) - INCREMENT	310657	310658	0
DUBUQUE TWP/DBQ COMM SCH/UR 149 (SUBAREA P) INCREMENT	310659	310660	0
DUBUQUE CITY/DBQ COMM SCH/UR 158 (SUBAREA Q) INCREMENT	310685	310686	938,390
DUBUQUE CITY/DBQ COMM SCH/UR 159 (SUBAREA R) INCREMENT	310687	310688	3,897,682
DUBUQUE CITY/DBQ COMM SCH/UR 161 (SUBAREA S) INCREMENT	310691	310692	700,684
DUBUQUE CITY/DBQ COMM SCH/UR 162 (SUBAREA T) INCREMENT	310693	310694	71,320

Urban Renewal Area Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	315,200	90,846,300	78,031,400	0	-4,000	169,188,900	0	169,188,900
Taxable	0	146,073	80,552,371	69,302,159	0	-4,000	149,996,603	0	149,996,603
Homestead Credits									1

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024:

3,404,734

0

Amount of 07-01-2024 Cash Balance Restricted for LMI

TIF Revenue: 3,691,380
 TIF Sp. Revenue Fund Interest: 175,998
 Property Tax Replacement Claims 69,891

Asset Sales & Loan Repayments:	0		
Total Revenue:	3,937,269		
Rebate Expenditures:	1,846,986		
Non-Rebate Expenditures:	1,351,724		
Returned to County Treasurer:	0		
Total Expenditures:	3,198,710		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2025:	4,143,293	0	Amount of 06-30-2025 Cash Balance Restricted for LMI

Projects For DUBUQUE CITY INDUST CNTR URBAN RENEWAL

Green Industrial Supply

Description:	Rebate associated with Green Industrial Supply building
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	Yes

IWI Motor Parts

Description:	Rebate associated with IWI Motor Parts office and distribution building
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	Yes

Hormel

Description:	Rebate associated with construction of Hormel facility
Classification:	Agribusiness
Physically Complete:	Yes
Payments Complete:	No

Medline

Description:	Rebate associated with construction of Medline office space
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Dubuque Industrial Center Expansion

Description:	Bergfeld Recreation Area/Trail/Synergy Court Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	Yes
Payments Complete:	No

North Siegert Farm Expansion

Description:	Expansion of Dubuque Industrial Center for business development, including engineering, grading, paving, and utilities
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

South Siegert Farm Expansion

Description:	110 acre Expansion of Dubuque Industrial Center for business development, including engineering, grading, paving, and utilities
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

County Farm Industrial Site Development

Description:	Engineering, roads, grading, consulting
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Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Greater Dubuque Development Corporation contract

Description:	Contract for service to promote business retention, expansion, recruitment and workforce development
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

Tri State Quality Metals

Description:	Rebate associated with construction of TSQM's new facility
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Graf Farm Expansion

Description:	166 Acre Expansion for future business development
Classification:	Acquisition of property
Physically Complete:	No
Payments Complete:	No

Roasting Solutions

Description:	Cul de Sac and sanitary sewer
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Roasting Solutions

Description:	Rebate associated with construction of Roasting Solutions facility
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Rite Hite

Description:	Rebate association with expansion of Rite Hite
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Economic Development

Description:	Expenses associated with the promotion economic development in DICW
Classification:	Industrial/manufacturing property
Physically Complete:	No
Payments Complete:	No

Flexsteel

Description:	Escrow related to environmental clean up
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

English Ridge, LLC

Description:	Fiber Optic Installation
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

Medline Industries, Inc

Description:	Land Acquisition Grant
Classification:	Acquisition of property
Physically Complete:	Yes
Payments Complete:	No

Hodge

Description:	Land Acquisition Grant, and tax rebate
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Unison

Description:	Land acquisition grant
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	Yes

Simmons

Description:	Land acquisition grant, rebate associated with facility improvements
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Giese

Description:	Land acquisition grant, rebate associated with construction of new facility
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Duluth Trading Company

Description:	Rebate associated with Duluth Trading Company office and distribution building
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Crossroads Improvements

Description:	Development of 156 acres for development-ready industrial site
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	No
Payments Complete:	No

Dubuque Screw Products

Description:	Rebate associated with facility expansion
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Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Seippel Warehouse, LLC

Description:	Rebate associated with warehouse expansion
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Vanguard Industries

Description:	rebated associated with facility expansion and job creation
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	No
Payments Complete:	No

Data Center

Description:	City Data Center
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

Universal Tank

Description:	Rebate associated with facility expansion
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	No
Payments Complete:	No

Outfly Development

Description:	Land acquisition grant and rebate associated with new facilities
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For DUBUQUE CITY INDUST CNTR URBAN RENEWAL

Hormel

Debt/Obligation Type:	Rebates
Principal:	538,567
Interest:	0
Total:	538,567
Annual Appropriation?:	No
Date Incurred:	01/01/2007
FY of Last Payment:	2027

South Siegert Development

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	01/01/2012
FY of Last Payment:	2045

Tri State Quality Metals (Wilming)

Debt/Obligation Type:	Rebates
Principal:	141,088
Interest:	0
Total:	141,088
Annual Appropriation?:	Yes
Date Incurred:	03/17/2014
FY of Last Payment:	2026

Green Industrial Supply II

Debt/Obligation Type:	Rebates
Principal:	1,017,590
Interest:	0
Total:	1,017,590
Annual Appropriation?:	Yes
Date Incurred:	08/15/2011
FY of Last Payment:	2035

County Farm Development

Debt/Obligation Type:	Internal Loans
Principal:	-1,522,547
Interest:	0
Total:	-1,522,547
Annual Appropriation?:	Yes
Date Incurred:	01/01/1997
FY of Last Payment:	2045

Series 2016B - Seigert

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	04/04/2016
FY of Last Payment:	2023

Greater Dubuque Dev Corp Contract

Debt/Obligation Type:	Internal Loans
Principal:	4,594,260
Interest:	0
Total:	4,594,260
Annual Appropriation?:	Yes
Date Incurred:	01/01/2015
FY of Last Payment:	2045

Series 2017B - North Siegert Expansion 2009B Refunding

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	595,000
Interest:	54,600
Total:	649,600
Annual Appropriation?:	No
Date Incurred:	04/17/2017
FY of Last Payment:	2030

Series 2018B - South Siegert Expansion

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	66,801
Interest:	3,120
Total:	69,921
Annual Appropriation?:	No
Date Incurred:	04/25/2018
FY of Last Payment:	2026

McFadden Farm Dev.

Debt/Obligation Type:	Internal Loans
Principal:	82,020
Interest:	0
Total:	82,020
Annual Appropriation?:	Yes
Date Incurred:	07/01/2017
FY of Last Payment:	2037

Roasting Solutions

Debt/Obligation Type:	Rebates
Principal:	278,168
Interest:	0
Total:	278,168
Annual Appropriation?:	Yes
Date Incurred:	01/14/2016
FY of Last Payment:	2028

Chavenelle Trail/Road Improvements

Debt/Obligation Type:	Internal Loans
Principal:	1,088,880
Interest:	0
Total:	1,088,880
Annual Appropriation?:	Yes
Date Incurred:	07/01/2017
FY of Last Payment:	2045

Seippel/Chavenelle Landscaping

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0

Total:	0
Annual Appropriation?:	Yes
Date Incurred:	07/01/2018
FY of Last Payment:	2045

Series 2019C - Refunds 2012D

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	179,119
Interest:	22,642
Total:	201,761
Annual Appropriation?:	No
Date Incurred:	07/03/2019
FY of Last Payment:	2032

Rite Hite

Debt/Obligation Type:	Rebates
Principal:	684,955
Interest:	0
Total:	684,955
Annual Appropriation?:	Yes
Date Incurred:	07/01/2019
FY of Last Payment:	2029

North Siegert Farm

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	07/01/2019
FY of Last Payment:	2045

Series 2021A - Refunds 2012H

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	71,508
Interest:	6,606
Total:	78,114
Annual Appropriation?:	No
Date Incurred:	06/02/2021
FY of Last Payment:	2032

Series 2021B - Refunds 2014C&2012C

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	2,787,375
Interest:	272,688
Total:	3,060,063
Annual Appropriation?:	No
Date Incurred:	06/02/2021
FY of Last Payment:	2034

Simmons Pet Food

Debt/Obligation Type:	Rebates
Principal:	2,079,410
Interest:	0
Total:	2,079,410
Annual Appropriation?:	Yes
Date Incurred:	07/01/2020
FY of Last Payment:	2030

Series 2021A Chavenelle Road Rehab

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,155,000
Interest:	219,000
Total:	1,374,000
Annual Appropriation?:	No
Date Incurred:	06/02/2021
FY of Last Payment:	2041

Duluth Trading Company

Debt/Obligation Type:	Rebates
Principal:	163,210
Interest:	0
Total:	163,210
Annual Appropriation?:	Yes
Date Incurred:	08/03/2020
FY of Last Payment:	2035

Medline Industries

Debt/Obligation Type:	Rebates
Principal:	2,596,020
Interest:	0
Total:	2,596,020
Annual Appropriation?:	Yes
Date Incurred:	06/05/2018
FY of Last Payment:	2031

Series 2022B - Crossroads Improvements

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	5,500,000
Interest:	2,684,033
Total:	8,184,033
Annual Appropriation?:	No
Date Incurred:	06/29/2022
FY of Last Payment:	2042

Data Center

Debt/Obligation Type:	Internal Loans
Principal:	132,868
Interest:	0
Total:	132,868
Annual Appropriation?:	Yes
Date Incurred:	07/01/2024
FY of Last Payment:	2045

Walter Development

Debt/Obligation Type:	Rebates
Principal:	3,100,990
Interest:	0
Total:	3,100,990
Annual Appropriation?:	Yes
Date Incurred:	07/01/2024
FY of Last Payment:	2035

Giese III

Debt/Obligation Type:	Rebates
Principal:	861,147
Interest:	0

Total:	861,147
Annual Appropriation?:	Yes
Date Incurred:	07/01/2024
FY of Last Payment:	2035

Non-Rebates For DUBUQUE CITY INDUST CNTR URBAN RENEWAL

TIF Expenditure Amount:	0
Tied To Debt:	South Siegert Development
Tied To Project:	South Siegert Farm Expansion
TIF Expenditure Amount:	0
Tied To Debt:	County Farm Development
Tied To Project:	County Farm Industrial Site Development
TIF Expenditure Amount:	0
Tied To Debt:	County Farm Development
Tied To Project:	South Siegert Farm Expansion
TIF Expenditure Amount:	371,500
Tied To Debt:	Greater Dubuque Dev Corp Contract
Tied To Project:	Greater Dubuque Development Corporation contract
TIF Expenditure Amount:	132,850
Tied To Debt:	Series 2017B - North Siegert Expansion 2009B Refunding
Tied To Project:	North Siegert Farm Expansion
TIF Expenditure Amount:	0
Tied To Debt:	South Siegert Development
Tied To Project:	South Siegert Farm Expansion
TIF Expenditure Amount:	34,246
Tied To Debt:	Series 2018B - South Siegert Expansion
Tied To Project:	South Siegert Farm Expansion
TIF Expenditure Amount:	0
Tied To Debt:	Chavenelle Trail/Road Improvements
Tied To Project:	County Farm Industrial Site Development
TIF Expenditure Amount:	0
Tied To Debt:	McFadden Farm Dev.
Tied To Project:	South Siegert Farm Expansion
TIF Expenditure Amount:	31,695
Tied To Debt:	Series 2019C - Refunds 2012D
Tied To Project:	Dubuque Industrial Center Expansion
TIF Expenditure Amount:	92,672
Tied To Debt:	Series 2021A - Refunds 2012H
Tied To Project:	Dubuque Industrial Center Expansion
TIF Expenditure Amount:	359,248
Tied To Debt:	Series 2021B - Refunds 2014C&2012C
Tied To Project:	Dubuque Industrial Center Expansion
TIF Expenditure Amount:	329,513

Tied To Debt:	Series 2022B - Crossroads Improvements
Tied To Project:	Crossroads Improvements
TIF Expenditure Amount:	0
Tied To Debt:	Data Center
Tied To Project:	Data Center

Rebates For DUBUQUE CITY INDUST CNTR URBAN RENEWAL

Hormel Foods

TIF Expenditure Amount:	259,302
Rebate Paid To:	Hormel Foods
Tied To Debt:	Hormel
Tied To Project:	Hormel
Projected Final FY of Rebate:	2027

Tri-State Quality metal

TIF Expenditure Amount:	70,544
Rebate Paid To:	Wilming Investments
Tied To Debt:	Tri State Quality Metals (Wilming)
Tied To Project:	Tri State Quality Metals
Projected Final FY of Rebate:	2026

Roasting Solutions

TIF Expenditure Amount:	69,542
Rebate Paid To:	Roasting Solutions
Tied To Debt:	Roasting Solutions
Tied To Project:	Roasting Solutions
Projected Final FY of Rebate:	2028

Rite Hite

TIF Expenditure Amount:	136,991
Rebate Paid To:	Rite Hite
Tied To Debt:	Rite Hite
Tied To Project:	Rite Hite
Projected Final FY of Rebate:	2029

Simmons Pet Food

TIF Expenditure Amount:	415,882
Rebate Paid To:	Simmons Pet Food
Tied To Debt:	Simmons Pet Food
Tied To Project:	Simmons
Projected Final FY of Rebate:	2030

Duluth Trading Company

TIF Expenditure Amount:	163,210
Rebate Paid To:	Duluth Trading Company
Tied To Debt:	Duluth Trading Company
Tied To Project:	Duluth Trading Company
Projected Final FY of Rebate:	2025

Medline Industries

TIF Expenditure Amount:	370,863
Rebate Paid To:	Medline Industries
Tied To Debt:	Medline Industries
Tied To Project:	Medline Industries, Inc
Projected Final FY of Rebate:	2031

Giese Manufacturing

TIF Expenditure Amount:	95,683
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Rebate Paid To:	Giese Manufacturing
Tied To Debt:	Giese III
Tied To Project:	Giese
Projected Final FY of Rebate:	2034

Green Industrial

TIF Expenditure Amount:	101,759
Rebate Paid To:	Green Industrial
Tied To Debt:	Green Industrial Supply II
Tied To Project:	Green Industrial Supply
Projected Final FY of Rebate:	2035

Walter Development

TIF Expenditure Amount:	163,210
Rebate Paid To:	Walter Development
Tied To Debt:	Walter Development
Tied To Project:	Hodge
Projected Final FY of Rebate:	2035

Jobs For DUBUQUE CITY INDUST CNTR URBAN RENEWAL

Project:	Green Industrial Supply
Company Name:	Green Industrial Supply
Date Agreement Began:	08/15/2011
Date Agreement Ends:	05/01/2024
Number of Jobs Created or Retained:	68
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	11,133,880
Total Estimated Cost of Public Infrastructure:	0

Project:	Hormel
Company Name:	Progressive Packaging LLC
Date Agreement Began:	04/21/2008
Date Agreement Ends:	05/01/2021
Number of Jobs Created or Retained:	381
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	92,955,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Medline
Company Name:	Medline Industries, Inc.
Date Agreement Began:	11/19/2007
Date Agreement Ends:	05/01/2018
Number of Jobs Created or Retained:	555
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	7,751,600
Total Estimated Cost of Public Infrastructure:	0

Project:	IWI Motor Parts
Company Name:	Faley Properties, L.L.C. and Faley Enterprises, Inc.
Date Agreement Began:	02/07/2011
Date Agreement Ends:	05/01/2022
Number of Jobs Created or Retained:	52
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	3,002,140
Total Estimated Cost of Public Infrastructure:	0

Project:	Roasting Solutions
Company Name:	Roasting Solutions
Date Agreement Began:	01/14/2016
Date Agreement Ends:	05/01/2028
Number of Jobs Created or Retained:	19
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	3,292,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Tri State Quality Metals
Company Name:	Tri State Quality Metals
Date Agreement Began:	03/17/2014
Date Agreement Ends:	05/01/2026
Number of Jobs Created or Retained:	37
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	3,430,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Hodge
Company Name:	Duluth Holdings, Inc
Date Agreement Began:	11/04/2019
Date Agreement Ends:	06/01/2035
Number of Jobs Created or Retained:	76
Total Annual Wages of Required Jobs:	0

Total Estimated Private Capital Investment:	9,000,000
Total Estimated Cost of Public Infrastructure:	0
Project:	Unison
Company Name:	Unison Solutions, Inc
Date Agreement Began:	11/04/2019
Date Agreement Ends:	10/31/2021
Number of Jobs Created or Retained:	10
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	1,400,000
Total Estimated Cost of Public Infrastructure:	0
Project:	Simmons
Company Name:	Simmons Pet Food, Inc
Date Agreement Began:	12/09/2020
Date Agreement Ends:	06/01/2033
Number of Jobs Created or Retained:	344
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	71,000,000
Total Estimated Cost of Public Infrastructure:	0
Project:	Giese
Company Name:	Giese Manufacturing Company, Inc
Date Agreement Began:	04/19/2021
Date Agreement Ends:	06/01/2033
Number of Jobs Created or Retained:	59
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	5,500,000
Total Estimated Cost of Public Infrastructure:	0
Project:	Rite Hite
Company Name:	Rite-Hite/AB(MC)2
Date Agreement Began:	06/06/2016
Date Agreement Ends:	05/01/2029
Number of Jobs Created or Retained:	416
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	8,266,721
Total Estimated Cost of Public Infrastructure:	0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 5 INCREM
 TIF Taxing District Inc. Number: 310078
 TIF Taxing District Base Year: 1987
 FY TIF Revenue First Received: 1991
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	05/1988

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	31,419,300	4,846,500	0	0	36,265,800	0	36,265,800
Taxable	0	0	27,699,382	4,099,604	0	0	31,798,986	0	31,798,986
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	54,310	31,798,986	31,798,986	0	0

FY 2025 TIF Revenue Received: 3,691,380

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 6 INCREM
 TIF Taxing District Inc. Number: 310080
 TIF Taxing District Base Year: 1996
 FY TIF Revenue First Received: 1998
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2019

UR Designation	
Slum	No
Blighted	No
Economic Development	10/1997

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	100,089	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 32 INCREM
 TIF Taxing District Inc. Number: 310167
 TIF Taxing District Base Year: 1990
 FY TIF Revenue First Received: 1991
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	05/1988

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	3,639,400	18,811,500	0	0	22,450,900	0	22,450,900
Taxable	0	0	3,122,705	16,734,195	0	0	19,856,900	0	19,856,900
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	15,875,900	6,575,000	6,575,000	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY AG/DBQ COMM SCH/UR 32 INCREM
 TIF Taxing District Inc. Number: 310169
 TIF Taxing District Base Year: 1990
 FY TIF Revenue First Received: 1991
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	05/1988

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	24,420	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY AG/DBQ COMM SCH/UR 5 INCREMENT
 TIF Taxing District Inc. Number: 310191
 TIF Taxing District Base Year: 1987
 FY TIF Revenue First Received: 1991
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	05/1988

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 78 INCREMENT
 TIF Taxing District Inc. Number: 310396
 TIF Taxing District Base Year: 2010
 FY TIF Revenue First Received: 2016
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	06/2013

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	25,600	23,142,000	0	0	23,167,600	0	23,167,600
Taxable	0	0	11,864	20,556,558	0	0	20,568,422	0	20,568,422
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	66,322	20,568,422	20,568,422	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY AG/DBQ COMM SCH/UR 78 INCREMENT
 TIF Taxing District Inc. Number: 310398
 TIF Taxing District Base Year: 2010
 FY TIF Revenue First Received: 2013
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	06/2013

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	220,910	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: CENTER TWP/DBQ COMM SCH/DUBUQUE UR 78 INCREMENT
 TIF Taxing District Inc. Number: 310400
 TIF Taxing District Base Year: 2010
 FY TIF Revenue First Received: 2016
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	06/2013

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
TIF Taxing District Name:	DUBUQUE TWP/DBQ COMM SCH/ASBURY FIRE/DUBUQUE UR 78 INCREMENT
TIF Taxing District Inc. Number:	310402
TIF Taxing District Base Year:	2010
FY TIF Revenue First Received:	2016
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	06/2013

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 101 INCREMENT
TIF Taxing District Inc. Number:	310498
TIF Taxing District Base Year:	2007
FY TIF Revenue First Received:	2010
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2029

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2008

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	20,590,800	0	0	0	20,590,800	0	20,590,800
Taxable	0	0	18,354,742	0	0	0	18,354,742	0	18,354,742
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	472,448	18,354,742	18,354,742	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 102 INCREMENT
 TIF Taxing District Inc. Number: 310500
 TIF Taxing District Base Year: 2007
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	26,463,200	0	0	26,463,200	0	26,463,200
Taxable	0	0	0	23,751,394	0	0	23,751,394	0	23,751,394
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	23,751,394	23,751,394	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: CENTER TWP/DBQ COMM SCH/UR 104 INCREMENT
 TIF Taxing District Inc. Number: 310508
 TIF Taxing District Base Year: 2014
 FY TIF Revenue First Received: 2017
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2037

UR Designation	
Slum	No
Blighted	No
Economic Development	06/2015

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	305,413	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 105 INCREMENT
 TIF Taxing District Inc. Number: 310510
 TIF Taxing District Base Year: 2014
 FY TIF Revenue First Received: 2017
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2037

UR Designation	
Slum	No
Blighted	No
Economic Development	09/2015

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	13,480,500	0	0	0	13,480,500	0	13,480,500
Taxable	0	0	12,057,984	0	0	0	12,057,984	0	12,057,984
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	354,838	12,057,984	12,057,984	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY AG/DBQ COMM SCH/UR 105 INCREMENT
 TIF Taxing District Inc. Number: 310512
 TIF Taxing District Base Year: 2014
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	354,838	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 108 INCREMENT
 TIF Taxing District Inc. Number: 310522
 TIF Taxing District Base Year: 2015
 FY TIF Revenue First Received: 2018
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2038

UR Designation	
Slum	No
Blighted	No
Economic Development	09/2016

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	192,580	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: CENTER TWP/DBQ COMM SCH/UR 109 INCREMENT
 TIF Taxing District Inc. Number: 310524
 TIF Taxing District Base Year: 2015
 FY TIF Revenue First Received: 2017
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2037

UR Designation	
Slum	No
Blighted	No
Economic Development	09/2016

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE TWP/DBQ COMM SCH/UR 110 INCREMENT
 TIF Taxing District Inc. Number: 310526
 TIF Taxing District Base Year: 2015
 FY TIF Revenue First Received: 2017
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2037

UR Designation	
Slum	No
Blighted	No
Economic Development	09/2016

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 104 INCREMENT
 TIF Taxing District Inc. Number: 310542
 TIF Taxing District Base Year: 2014
 FY TIF Revenue First Received: 2017
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2037

UR Designation	
Slum	No
Blighted	No
Economic Development	06/2015

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	48,289	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 133 INCREMENT
 TIF Taxing District Inc. Number: 310604
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2020
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2040

UR Designation	
Slum	No
Blighted	No
Economic Development	05/2018

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	16,247,000	0	0	0	16,247,000	0	16,247,000
Taxable	0	0	14,556,814	0	0	0	14,556,814	0	14,556,814
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	14,556,814	14,556,814	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH UR 134 (SUBAREA L) INCREMENT
 TIF Taxing District Inc. Number: 310606
 TIF Taxing District Base Year: 2018
 FY TIF Revenue First Received: 2021
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2039

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2018

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	121,224	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY AG/DBQ COMM SCH UR 134 (SUBAREA L) INCREMENT
 TIF Taxing District Inc. Number: 310608
 TIF Taxing District Base Year: 2018
 FY TIF Revenue First Received: 2021
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2039

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2018

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	2,274	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH UR 135 (SUBAREA M) INCREMENT
 TIF Taxing District Inc. Number: 310610
 TIF Taxing District Base Year: 2018
 FY TIF Revenue First Received: 2021
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2039

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2028

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	189,410	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 147 (SUBAREA N) INCREMENT
 TIF Taxing District Inc. Number: 310650
 TIF Taxing District Base Year: 2020
 FY TIF Revenue First Received: 2023
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2041

UR Designation	
Slum	No
Blighted	No
Economic Development	04/2021

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	2,317,000	0	0	2,317,000	0	2,317,000
Taxable	0	0	0	2,019,814	0	0	2,019,814	0	2,019,814
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	2,019,814	2,019,814	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 148 (SUBAREA O) INCREMENT
 TIF Taxing District Inc. Number: 310652
 TIF Taxing District Base Year: 2020
 FY TIF Revenue First Received: 2023
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2041

UR Designation	
Slum	No
Blighted	No
Economic Development	09/2021

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 149 (SUBAREA P) INCREMENT
 TIF Taxing District Inc. Number: 310654
 TIF Taxing District Base Year: 2021
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY AG/DBQ COMM SCH/UR 149 (SUBAREA P) INCREMENT
 TIF Taxing District Inc. Number: 310656
 TIF Taxing District Base Year: 2021
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	153,950	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: TABLE MOUND TWP/DBQ COMM SCH/UR 149 (SUBAREA P) - INCREMENT
 TIF Taxing District Inc. Number: 310658
 TIF Taxing District Base Year: 2021
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE TWP/DBQ COMM SCH/UR 149 (SUBAREA P) INCREMENT
 TIF Taxing District Inc. Number: 310660
 TIF Taxing District Base Year: 2021
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 158 (SUBAREA Q) INCREMENT
 TIF Taxing District Inc. Number: 310686
 TIF Taxing District Base Year: 2021
 FY TIF Revenue First Received: 2023
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2043

UR Designation	
Slum	No
Blighted	No
Economic Development	05/2022

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	2,451,200	0	0	2,451,200	0	2,451,200
Taxable	0	0	0	2,140,594	0	0	2,140,594	0	2,140,594
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	1,512,810	938,390	938,390	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 159 (SUBAREA R) INCREMENT
 TIF Taxing District Inc. Number: 310688
 TIF Taxing District Base Year: 2021
 FY TIF Revenue First Received: 2024
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2041

UR Designation	
Slum	No
Blighted	No
Economic Development	09/2022

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	4,352,400	0	0	0	4,352,400	0	4,352,400
Taxable	0	0	3,897,682	0	0	0	3,897,682	0	3,897,682
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	84,680	3,897,682	3,897,682	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 161 (SUBAREA S) INCREMENT
 TIF Taxing District Inc. Number: 310692
 TIF Taxing District Base Year: 0
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	851,300	0	0	0	851,300	0	851,300
Taxable	0	0	700,684	0	0	0	700,684	0	700,684
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	700,684	700,684	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR URBAN RENEWAL (31002)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 162 (SUBAREA T) INCREMENT
 TIF Taxing District Inc. Number: 310694
 TIF Taxing District Base Year: 0
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	315,200	240,000	0	0	-4,000	551,200	0	551,200
Taxable	0	146,073	150,514	0	0	-4,000	292,587	0	292,587
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	483,880	71,320	71,320	0	0

FY 2025 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR SOUTH URBAN RENEWAL
 UR Area Number: 31018

UR Area Creation Date: 04/1997

UR Area Purpose: To develop and redevelop the Dubuque Industrial Center South for economic development activities, primarily industrial park development, through the provision of development sites, public infrastructure, amenities and financial incentives.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
DUBUQUE CITY/DBQ COMM SCH/UR 26 INCREM	310124	310123	0
DUBUQUE CITY/DBQ COMM SCH/UR 97 INCREMENT	310489	310490	0
DUBUQUE CITY/DBQ COMM SCH/UR 98 INCREMENT	310491	310492	1,802,014

Urban Renewal Area Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	2,075,000	0	0	0	2,075,000	0	2,075,000
Taxable	0	0	1,802,014	0	0	0	1,802,014	0	1,802,014
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024:	135,536	0	Amount of 07-01-2024 Cash Balance Restricted for LMI
TIF Revenue:	49,194		
TIF Sp. Revenue Fund Interest:	6,541		
Property Tax Replacement Claims	1,439		
Asset Sales & Loan Repayments:	0		
Total Revenue:	57,174		
Rebate Expenditures:	0		
Non-Rebate Expenditures:	0		
Returned to County Treasurer:	0		
Total Expenditures:	0		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2025:	192,710	0	Amount of 06-30-2025 Cash Balance Restricted for LMI

Projects For DUBUQUE CITY INDUST CNTR SOUTH URBAN RENEWAL

Technology Park Development

Description:	Development of Dubuque Technology Park, including engineering, grading, paving, and utilities
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Greater Dubuque Development Corporation contract

Description:	Contract for service to promote business retention, expansion, recruitment and workforce development
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

Water/Sewer Utility Extension

Description:	Water/Sewer Utility Extension
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Rockfarm Holdings

Description:	Rebate for construction of commercial office
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Conlon Johnson

Description:	Rebate for construction of commercial office
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	Yes

Debts/Obligations For DUBUQUE CITY INDUST CNTR SOUTH URBAN RENEWAL**Internal Loan - General Fund**

Debt/Obligation Type:	Internal Loans
Principal:	3,078,387
Interest:	0
Total:	3,078,387
Annual Appropriation?:	Yes
Date Incurred:	07/01/1997
FY of Last Payment:	2045

Rockfarm Rebate

Debt/Obligation Type:	Rebates
Principal:	72,928
Interest:	0
Total:	72,928
Annual Appropriation?:	Yes
Date Incurred:	10/07/2014
FY of Last Payment:	2027

Non-Rebates For DUBUQUE CITY INDUST CNTR SOUTH URBAN RENEWAL

TIF Expenditure Amount:	0
Tied To Debt:	Internal Loan - General Fund
Tied To Project:	Technology Park Development

Rebates For DUBUQUE CITY INDUST CNTR SOUTH URBAN RENEWAL

ROCKFARM

TIF Expenditure Amount:	0
Rebate Paid To:	ROCKFARM
Tied To Debt:	Rockfarm Rebate
Tied To Project:	Rockfarm Holdings
Projected Final FY of Rebate:	2027

Jobs For DUBUQUE CITY INDUST CNTR SOUTH URBAN RENEWAL

Project:	Rockfarm Holdings
Company Name:	Rockfarm Holdings
Date Agreement Began:	10/07/2014
Date Agreement Ends:	05/01/2027
Number of Jobs Created or Retained:	71
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	1,750,000
Total Estimated Cost of Public Infrastructure:	0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR SOUTH URBAN RENEWAL (31018)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 26 INCREM
 TIF Taxing District Inc. Number: 310123
 TIF Taxing District Base Year: 1996
 FY TIF Revenue First Received: 2002
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2018

UR Designation	
Slum	No
Blighted	No
Economic Development	04/1997

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	28,593	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR SOUTH URBAN RENEWAL (31018)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 97 INCREMENT
 TIF Taxing District Inc. Number: 310490
 TIF Taxing District Base Year: 2013
 FY TIF Revenue First Received: 2016
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2036

UR Designation	
Slum	No
Blighted	No
Economic Development	06/2014

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY INDUST CNTR SOUTH URBAN RENEWAL (31018)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 98 INCREMENT
 TIF Taxing District Inc. Number: 310492
 TIF Taxing District Base Year: 2013
 FY TIF Revenue First Received: 2016
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2036

UR Designation	
Slum	No
Blighted	No
Economic Development	09/2014

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	2,075,000	0	0	0	2,075,000	0	2,075,000
Taxable	0	0	1,802,014	0	0	0	1,802,014	0	1,802,014
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	1,802,014	1,802,014	0	0

FY 2025 TIF Revenue Received: 49,194

Urban Renewal Area Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL
 UR Area Number: 31033

UR Area Creation Date: 05/1967

To stimulate, through public actions, private investment within the Downtown area leading to the creation of thriving business districts, high-quality employment opportunities, the development of additional housing units, and the conservation and restoration of historic buildings.

UR Area Purpose:

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
DUBUQUE CITY/DBQ COMM SCH/UR 1 INCREM	310071	310070	56,833,757
DUBUQUE CITY/DBQ COMM SCH/UR 2 INCREM	310073	310072	29,825,480
DUBUQUE CITY/DBQ COMM SCH/UR 3 INCREM	310075	310074	353,690
DUBUQUE CITY/DBQ COMM SCH/UR 4 INCREM	310077	310076	0
DUBUQUE CITY/DBQ COMM SCH/UR 7 INCREM	310084	310083	2,593,840
DUBUQUE CITY/DBQ COMM SCH/UR 35 INCREM	310179	310180	93,938,505
DUBUQUE CITY/DBQ COMM SCH/UR 37 INCREMENT	310185	310186	1,613,540
DUBUQUE CITY/DBQ COMM SCH/UR 38 INCREMENT	310187	310188	19,447,370
DUBUQUE CITY/DBQ COMM SCH/UR 53 INCREMENT	310295	310296	2,917,519
DUBUQUE CITY/DBQ COMM SCH/UR55 INCREMENT	310327	310328	49,201,568
DUBUQUE CITY/DBQ COMM SCH/UR56 INCREMENT	310329	310330	4,870,507
DUBUQUE CITY/DBQ COMM SCH/UR57 INCREMENT	310331	310332	1,187,400
DUBUQUE CITY/DBQ COMM SCH/UR58 INCREMENT	310333	310334	448,800
DUBUQUE CITY/DBQ COMM SCH/UR 62 INCREMENT	310353	310354	8,567,540
DUBUQUE CITY/DBQ COMM SCH/UR 63 INCREMENT	310355	310356	2,741,701
DUBUQUE CITY/DBQ COMM SCH/UR 69 INCREMENT	310375	310376	1,809,412
DUBUQUE CITY/DBQ COMM SCH/UR 70 INCREMENT	310377	310378	11,697,577
DUBUQUE CITY/DBQ COMM SCH/UR 71 INCREMENT	310379	310380	51,032,790
DUBUQUE CITY/DBQ COMM SCH/UR 72 INCREMENT	310381	310382	16,215,962
DUBUQUE CITY/DBQ COMM SCH/UR 73 INCREMENT	310383	310384	2,453,270
DUBUQUE CITY/DBQ COMM SCH/UR 74 INCREMENT	310385	310386	0
DUBUQUE CITY/DBQ COMM SCH/UR 91 INCREMENT	310467	310468	5,850,880
DUBUQUE CITY/DBQ COMM SCH/UR 93 INCREMENT	310479	310480	6,046,130
DUBUQUE CITY/DBQ COMM SCH/UR 99 INCREMENT	310493	310494	386,591
DUBUQUE CITY/DBQ COMM SCH/UR 100 INCREMENT	310495	310496	953,577
DUBUQUE CITY/DBQ COMM SCH/UR 112 INCREMENT	310529	310530	22,031,348
DUBUQUE CITY/DBQ COMM SCH/UR 113 INCREMENT	310531	310532	412,726
DUBUQUE CITY/DBQ COMM SCH/UR 114 INCREMENT	310533	310534	3,131,689
DUBUQUE CITY/DBQ COMM SCH/UR 116 INCREMENT	310543	310544	0
DUBUQUE CITY/DBQ COMM SCH/UR 121 INCREMENT	310567	310568	6,030,357
DUBUQUE CITY/DBQ COMM SCH/UR 141 INCREMENT	310635	310636	13,840
DUBUQUE CITY/DBQ COMM SCH/UR 145 INCREMENT	310643	310644	0
DUBUQUE CITY/DBQ COMM SCH/UR 157 ROOSEVELT STREET INCREMENT	310683	310684	3,507,480

Urban Renewal Area Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	255,858,107	425,023,632	55,227,630	705,130	-444,000	735,967,499	0	735,967,499
Taxable	0	118,571,731	353,183,681	47,782,399	569,131	-444,000	519,259,942	0	519,259,942
Homestead Credits									768

**TIF Sp. Rev. Fund Cash Balance
as of 07-01-2024:**

11,194,030

0

**Amount of 07-01-2024 Cash Balance
Restricted for LMI**

TIF Revenue:

11,046,417

TIF Sp. Revenue Fund Interest:	585,269		
Property Tax Replacement Claims	73,851		
Asset Sales & Loan Repayments:	573,332		
Total Revenue:	12,278,869		
Rebate Expenditures:	1,856,748		
Non-Rebate Expenditures:	3,055,491		
Returned to County Treasurer:	0		
Total Expenditures:	4,912,239		
TIF Sp. Rev. Fund Cash Balance as of 06-30-2025:	18,560,660	0	Amount of 06-30-2025 Cash Balance Restricted for LMI

Projects For DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL

Bonson Block

Description:	Rebate, housing incentive for 3 story rehabilitation
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Spahn and Rose lease

Description:	Rebate on property tax for lease of old City garage
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Flexsteel

Description:	Tax rebate for construction of new headquarters
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Franklin School

Description:	Rebate and Downtown housing incentive for rehabilitation of Franklin School
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	Yes
Payments Complete:	No

CARADCO

Description:	Rebate, housing incentive, rehab loan, facade, design and financial consultant grants for rehabilitation of CARADCO building
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Nottingham properties

Description:	Rebate, housing incentive and facade grant for redevelopment of building
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Betty Jane Block

Description:	Rebate, housing incentive, rehabilitaiton loan and facade grant for redevelopment of building
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

40 Main

Description:	TIF revenue bond, housing incentive, and economic development grants for rehabilitation of a 24-unit apartment complex and commercial space
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Crust

Description:	Rebate, housing incentive for rehabilitation of a mixed use facility including 21 apartments
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

WS Live

Description:	Property tax rebate for rehabilitation of Interstate Building
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Hotel Julien

Description:	Rebate, rehab loan, facade and design grants for the rehabilitation of the hotel
Classification:	Commercial - hotels and conference centers
Physically Complete:	Yes
Payments Complete:	No

Cottingham and Butler

Description:	Rebate, rehab loan, facade and design grant for rehabilitation of the Cottingham and Bulter office
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

German Bank

Description:	Rebate, rehab loan, facade and design grant for rehabilitation of former German Bank building
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Durrant

Description:	Rebate for rehabilitation of of Durrant office building
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Port of Dubuque Ramp

Description:	Construction of parking ramp within the Port of Dubuque
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Hartig

Description:	Rebate, rehab loan and design grant for rehabilitation of office building
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Star Brewery

Description:	Rebate for rehabilitation of mixed use facility
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Heartland Financial

Description:	Rebate for the rehabilitation of former Walsh Store
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

McGraw Hill II

Description:	Rebate for construction of new facility in Port of Dubuque
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Roshek Building

Description:	Rebate for renovation of former Dubuque Building
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Historic Federal Building

Description:	Previously approved renovation of Historic Federal Building for City office and leased space
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Weber Building

Description:	TIF bond for the rehabilitation of the mixed use Weber Building
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Ice Harbor Development

Description:	Previously approved property acquisition, parking lots, clean-up and clearance, relocations
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Port of Dubuque Parking Ramp

Description:	Internal Loan for legal notices, engineering division service and consultant fees
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Port of Dubuque Parking Lot

Description:	Construction of Parking Lot in Port of Dubuque for parking and festivals
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Kephart's Building

Description:	Renovation of Kephart's Building for Multicultural Family Center and City offices
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Downtown Workforce Recruitment

Description:	Downtown Workforce Recruitment
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	No

Main Street Streetscape

Description:	Renovation Street Streetscape
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Millwork Street Reconstruction

Description:	Reconstruction of Streets in the Millwork District
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Downtown Rehab Consultant

Description:	Matching fund grants to hire financial consultants for downtown rehabilitation projects
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

IDOT Building Purchase

Description:	Previously approved purchase of Former ABC Building from IDOT
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Kerper Industrial Park Development

Description:	Environmental/Dredging/Construction/Grading
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes

Payments Complete:	No
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5th and 3rd Street Parking Ramps

Description:	Construction and Repair of 3rd Street Parking Ramps
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Library Renovation

Description:	Previously approved renovation Carnegie Stout Library
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

America's River Project

Description:	Previously approved Conference Center/Riverwalk/Parking Lots/Landscaping/Five Flags Renovation/ Art on the River
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Opening of Main Street - 5th to 9th Street

Description:	Opening of Main Street - Street Improvements/Streetscape/Landscaping/Sidewalk/Utilities
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Downtown Housing Incentives

Description:	\$10,000 per unit for development of Rental Units in Downtown, or \$15,000 for owner-occupied units Downtown
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

Lower Main Development

Description:	Renovation of Lower Main Buildings
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Central Parking Ramp

Description:	Previously approved construction of Parking Ramp on 10th and Central Avenue
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Intermodal Facility

Description:	Construction of Intermodal Facility in Millwork District as well as surrounding parking
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes

Payments Complete:	No
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7th Street Improvements and One-Way to Two-Way

Description:	Street Improvements related to Intermodal Facility
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Washington Neighborhood Subarea Rehab Loan Pool

Description:	Rehab Loans to Washington Neighborhood Subarea
	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Classification:	
Physically Complete:	No
Payments Complete:	No

Morrison Brothers

Description:	Rebate for renovation of building
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Planning and Design Grants

	Matching funds to hire architects, engineers, and other professional services for the rehabilitation of buildings downtown
Description:	
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

Downtown rehabilitation loans

	Low interest loans with forgiveness for housing units or jobs created for downtown rehabilitation projects
Description:	
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

Facade grants

	Matching funds for building facade improvements on downtown rehabilitation projects
Description:	
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

Mystique Ice Center improvements

	Installation of new air conditioning, electrical improvements, the purchase of a generator, ice decking and a power factor correction device at the Ice Center
Description:	
	Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	Yes
Payments Complete:	No

Bell Street extension

	Design, engineering, land and right of way acquisition and construction of the Bell Street extension and associated landscaping and streetscapes
Description:	

Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Historic Shot Tower restoration

Description:	Previously approved design, engineering, architectural, and construction fees associated with the restoration of the historic shot tower
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

McAllece Park and Recreation Complex

Description:	Design, engineering, and construction of sidewalks at the McAllece Park and Recreation complex Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	Yes
Payments Complete:	No

White and Central street resurfacing

Description:	Design, engineering and construction for the resurfacing of White Street
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Passenger Rail Platform

Description:	Design, Engineering, and construction of passenger rail platform
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

Bluff Street restroom

Description:	Design, engineering, and construction of an ADA restroom near the intersection of 5th and Bluff Street
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Retaining wall at 18th and Central

Description:	Reconstruction of a retaining wall near the intersection of 18th and Central
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

Street light replacement

Description:	Replacement of street lights downtown
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Bowling and Beyond Acquisition

Description:	Buyout of a leasehold interest for the Bowling and Beyond site at 1860 Hawthorne Street
Classification:	Acquisition of property
Physically Complete:	Yes
Payments Complete:	No

Eagle Window and Door

Description:	Development expenses associated with the relocation of Eagle Window and Door
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

Downtown Shuttle Service

Description:	Shuttle service from the Downtown Parking Ramp
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

Bee Branch landscaping

Description:	General landscaping and maintenance expenses associated with the Bee Branch Creek Restoration Project
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	No
Payments Complete:	No

ADA grants

Description:	Matching grants for property owners to make buildings compliant with Americans with Disabilities Act
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

GDDC

Description:	Contract for service with the Greater Dubuque Development Corporation to promote business retention and expansion, workforce development, new business recruitment and retail expansion
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

Rousselot

Description:	Tax rebate for expansion to existing manufacturing facility
Classification:	Industrial/manufacturing property
Physically Complete:	No
Payments Complete:	No

Linseed Oil Paintworks Company Building

Description:	Tax rebate, housing incentive, facade, planning and design, and financial consult grants for rehabilitation of building into loft apartments
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

Novelty Ironworks

Description:	Rebate, housing incentive, facade, planning and design, and financial consultant grant for rehabilitation of former factory into mixed-use development
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	No
Payments Complete:	No

Morrison Brothers

Description:	Tax rebate for expansion to manufacturing facility (formerly East 7th Street ED District)
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	No

44 Main

Description:	Tif rebate, downtown rehabloans for rehabilitation of 18-unit apartment complex and retail space
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

756 Main

Description:	Tax rebate for renovation of building
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Engine House #1

Description:	Tax rebate for renovation of building
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

Millwork District Parking

Description:	Acquisition and Construction of Parking Lots
Classification:	Acquisition of property
Physically Complete:	No
Payments Complete:	No

Plastic Center

Description:	Tax rebate for renovation of building
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	No
Payments Complete:	No

Construction of Bus Garage

Description:	Contruction of new bus garage
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

Downtown Security Cameras

Description:	Purchase and Installation of Downtown Security Cameras
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Community Housing Initiative

Description:	Housing initiative for Washington Neighborhood
Classification:	Acquisition of property
Physically Complete:	No
Payments Complete:	No

Central Ave. Corridor Initiative

Description:	Target Community Engagement opportunities in Central Corridor
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Riverfront Leasehold Improvements

Description:	Mitigation, demolition & related property improvement studies
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Legal Fees

Description:	Legal Fees in Relation to TIF District Expenses
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	No

Trolley Operations

Description:	Funding of Trolley Operations to promote downtown employment
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

True North Initiative

Description:	Funding of the True North Initiative Project
Classification:	Low and Moderate Income Housing
Physically Complete:	No
Payments Complete:	No

253 Main St

Description:	TIF Rebate for rehab of 253 Main St
Classification:	Commercial - office properties
Physically Complete:	No
Payments Complete:	No

H&W Building 3000 Jackson

Description:	Deconstruction Grant
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Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	No
Payments Complete:	No

653 White Properties, LLC

Description:	Planning and design grant and tax rebate
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

Dimensional Brewing Company

Description:	Tax rebate
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

Metx, LLC

Description:	Facade grant, planning and design grant, and financial planning grant
Classification:	Commercial - office properties
Physically Complete:	No
Payments Complete:	No

Dupaco Voices, LLC

Description:	Tax rebate, rehab grant, facade grant, design grant, and financial consultant grant
Classification:	Commercial - office properties
Physically Complete:	No
Payments Complete:	No

Tbill's Properties, LLC

Description:	Rehab grant, facade grant, design grant, and financial consultant grant
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	Yes

Three Amigos

Description:	Design grant and financial consulting grant
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	No

Marquette Hall

Description:	tax rebate for housing incentive, facade grant, design grant, and financial consultant grant
Classification:	Residential property (classified residential)
Physically Complete:	Yes
Payments Complete:	No

Hitzler Rental, LLC

Description:	Facade Grant and Planning & Design Grant
Classification:	Residential property (classified residential)
Physically Complete:	Yes

Payments Complete:	Yes
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Roshek

Description:	Tax rebate
Classification:	Commercial - office properties
Physically Complete:	Yes
Payments Complete:	No

84 Main, LLC

Description:	Housing incentive grant and facade grant
Classification:	Residential property (classified residential)
Physically Complete:	No
Payments Complete:	No

278 W 17th Street

Description:	Housing incentive grant and rehabilitation loan
Classification:	Residential property (classified residential)
Physically Complete:	No
Payments Complete:	No

1838 Central - CSB Consulting

Description:	Housing incentive grant
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	Yes

Dream Center

Description:	Planning & design grant
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	Yes
Payments Complete:	No

1555 Central

Description:	Facade grant
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

United Brotherhood of Carpenters

Description:	Facade grant
Classification:	Commercial - office properties
Physically Complete:	No
Payments Complete:	No

Montana House, LLC

Description:	Facade grant, planning & design grant, and financial consultant grant
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	No
Payments Complete:	No

Friends of Paradise Church

Description:	Facade grant
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	Yes
Payments Complete:	No

Jeld Wen

Description:	Forgivable Loan
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	Yes

1501 Jackson - Steeple Square

Description:	Tax Rebate, housing grant, facade, plan/desing, financial consult grants
Classification:	Residential property (classified residential)
Physically Complete:	Yes
Payments Complete:	No

Dubuque Stamp

Description:	Dubuque Stamping & Manufacturing
Classification:	Industrial/manufacturing property
Physically Complete:	Yes
Payments Complete:	Yes

Comiskey Park

Description:	Improvements to Park
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

Prairie Farms Dairy, Inc.

Description:	Tax rebate
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Merge

Description:	Tax rebate and land acquisition grant
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	No
Payments Complete:	No

River Dock Expansion

Description:	Construction of Main Channel Docks
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Parking Ramp Emergency Repairs and Deficit

Description:	Parking Ramp Emergency Repairs and Deficit
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

210 Jones LLC

Description:	Tax rebate for renovation of building
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	Yes
Payments Complete:	No

ERP System Implementation

Description:	New financial system
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

SMART Parking System

Description:	SMART Parking Equipment
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

South Port Redevelopment

Description:	South Port Redevelopment Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	No
Payments Complete:	No

Municipal Parking Lots

Description:	Repaving of Municipal Parking Lots
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

Parking Ramp OCC Certification

Description:	Parking Ramp OCC Certification
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

Downtown Weatherization Non-Profits

Description:	Downtown Weatherization Non-Profits
Classification:	Commercial - office properties
Physically Complete:	No
Payments Complete:	No

ADA Restrooms/Multicultural Family Center

Description:	ADA Restrooms/Multicultural Family Center
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Transit Roof/Loan pool/ADA Assistance

Description:	Transit Roof/Loan pool/ADA Assistance
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Jackson Park and Clock Tower

Description:	Jackson Park and Clock Tower
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

Downtown Ramp

Description:	Downtown Ramp
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

Krestchmer Lofts

Description:	Housing creation, facade, design, financial consultant grants
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	Yes
Payments Complete:	No

CARich Properties

Description:	Housing creation, forgivable loan, design, financial consultant grants
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

The Fischer Companies

Description:	Housing Creation
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	Yes
Payments Complete:	Yes

HG APT

Description:	Housing Creation
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	Yes
Payments Complete:	Yes

Real Property Investments

Description:	Housing creation, facade
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	Yes

JTM Properties

Description:	Housing creation, facade, design grants
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	Yes

Dub Jones

Description:	Facade, design grants
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

TKWJ Estates

Description:	Housing creation
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	Yes
Payments Complete:	Yes

Unitarian Church

Description:	Facade, design, financial consultant grants
Classification:	Commercial - retail
Physically Complete:	Yes
Payments Complete:	Yes

Klauer Manufacturing

Description:	Rebate associated with facility expansion
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	Yes
Payments Complete:	No

Dubuque Screw

Description:	Rebate associated with facility expansion
Classification:	Commercial - warehouses and distribution facilities
Physically Complete:	No
Payments Complete:	No

MVO, LLC

Description:	facade and design grants
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	Yes

Virtual Velocity, LLC

Description:	Housing creation, facade, design, financial consultant grants, DRLP Loan
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

The Hotel Dubuque

Description:	Rebate
Classification:	Commercial - hotels and conference centers
Physically Complete:	No
Payments Complete:	No

McCoy Group, Inc.

Description:	Rebate associated with facility expansion
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Classification:	Commercial - office properties
Physically Complete:	No
Payments Complete:	No

799 Main, LLC

Description:	Rebate, housing creation, facade, design, and financial consultant grants
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	No
Payments Complete:	No

Nia Neighborhoods, LLC

Description:	Rebate, housing, facade, design, and financial consultant grants
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	No
Payments Complete:	No

Forward Investments, LLC

Description:	Rebate, housing, facade, design, and financial consultant grants
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

Farley & Loetscher, LLC

Description:	Rebate, housing, facade, design, and financial consultant grants
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

Chadwick Block, LLC

Description:	Rebate, housing, facade, design, and financial consultant grants
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	No
Payments Complete:	No

HG APT LLC

Description:	Rebate, housing, facade, design, and financial consultant grants
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

Union at the Marina, LP

Description:	Rebate associated with housing creation
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

400 Ice Harbor Drive

Description:	Rebate associated with job creation and facility remodel
Classification:	Commercial - office properties
Physically Complete:	No
Payments Complete:	No

CBDC, LLC

Description:	Rebate associated with construction of childcare center
Classification:	Commercial-Medical
Physically Complete:	No
Payments Complete:	No

Woodward Communications

Description:	Rebate associated with job creation and facility remodel
Classification:	Commercial - office properties
Physically Complete:	No
Payments Complete:	No

Wilson House Apts, LLC

Description:	Rebate, housing, facade, design, and financial consultant grants
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	No
Payments Complete:	No

Millwork Flats, L.L.C.

Description:	Rebate associated with housing creation
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

Grand River Center

Description:	Internal Loan for Building Improvements
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Five Flags Renovations

Description:	Renovations of Five Flags Civic Center
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	No
Payments Complete:	No

East West Corridor Capacity

Description:	Improvements to Downtown Traffic Flow
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

14th Street Overpass

Description:	Pedestrian Overpass Over 14th Street
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes

Payments Complete:	No
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Blum Site Utilization

Description:	Reutilization of Downtown Junkyard
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Millwork Master Planning

Description:	Master Plan for Millwork District
Classification:	Mixed use property (ie: a significant portion is residential and significant portion is commercial)
Physically Complete:	Yes
Payments Complete:	No

Limestone Legacy, LLC

Description:	Rebate associated with housing creation, grants for facade renovation and housing creation
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

1400 Central, LLC

Description:	Rebate associated with housing creation, grants for facade renovation and housing creation
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

Nia Neighborhoods

Description:	Rebate associated with housing creation, grants for facade renovation and housing creation
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

744 Main, LLC

Description:	Rebate associated with housing creation, grants for facade renovation and housing creation
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

FEH Realty, LLC

Description:	Rebate associated with job creation
Classification:	Commercial - office properties
Physically Complete:	No
Payments Complete:	No

Kinseth Hospitality

Description:	Rebate associated with hotel development
Classification:	Commercial - hotels and conference centers

Physically Complete:	No
Payments Complete:	No

DRA

Description:	Rebate associated with hotel development
Classification:	Commercial - hotels and conference centers
Physically Complete:	No
Payments Complete:	No

Gronen Development, Inc.

Description:	Rebate associated with new housing creation
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

FitzGerald EnterpriZes, LLC

Description:	Rebate associated with housing creation, grants for facade renovation and housing creation
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

1301 Central, LLC

Description:	Rebate associated with housing creation, grants for facade renovation and housing creation
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

Plastic Center, Inc.

Description:	Rebate associated with housing creation, grants for facade renovation and housing creation
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

Adam Vogel Building, LLC

Description:	Rebate associated with housing creation, grants for facade renovation and housing creation
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

Dubuque Initiaitves 1700, LLC

Description:	Rebate associated with housing creation, grants for facade renovation and housing creation
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

ASJS Properties, LLC

Description:	Rebates associated with housing creation and grant for housing creation
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

Greater Dubuque Impact Investment Fund

Description:	Rebates associated with development of a medical facility
Classification:	Commercial-Medical
Physically Complete:	No
Payments Complete:	No

Hitzler Rental, LLC

Description:	Rebate associated with housing creation, grants for facade renovation and housing creation
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

1248 Iowa St, LLC

Description:	Rebate associated with housing creation, grants for facade renovation and housing creation
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

Ned Oberbroeckling

Description:	Rebate associated with housing creation, grants for facade renovation and housing creation
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

Public Electric Chargers

Description:	Internal loan for public electric charges in parking ramps
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Small Business Grant Admin

Description:	Internal Loan for Small Business Grant Administration
Classification:	Commercial - office properties
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL

2007B - Port of Dubuque Ramp

Debt/Obligation Type:	TIF Revenue Bonds/Notes
Principal:	16,350,000
Interest:	9,805,500
Total:	26,155,500
Annual Appropriation?:	No
Date Incurred:	10/16/2007
FY of Last Payment:	2037

Roshek Building Rebate

Debt/Obligation Type:	Rebates
Principal:	2,947,676
Interest:	0
Total:	2,947,676
Annual Appropriation?:	No
Date Incurred:	01/01/2006
FY of Last Payment:	2021

Julien Hotel Rebate

Debt/Obligation Type:	Rebates
Principal:	528,263
Interest:	0
Total:	528,263
Annual Appropriation?:	No
Date Incurred:	01/01/2007
FY of Last Payment:	2026

Ice Harbor Development

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	01/01/1991
FY of Last Payment:	2045

Historic Federal Building Renovation

Debt/Obligation Type:	Internal Loans
Principal:	649,897
Interest:	0
Total:	649,897
Annual Appropriation?:	No
Date Incurred:	01/01/2007
FY of Last Payment:	2045

Port of Dubuque Parking Lot

Debt/Obligation Type:	Internal Loans
Principal:	-572,376
Interest:	0
Total:	-572,376
Annual Appropriation?:	Yes
Date Incurred:	01/01/2007

FY of Last Payment: 2045

Kerper Development

Debt/Obligation Type: Internal Loans
Principal: 0
Interest: 0
Total: 0
Annual Appropriation?: No
Date Incurred: 01/01/1997
FY of Last Payment: 2032

Bowling & Beyond Acquisition

Debt/Obligation Type: Other Debt
Principal: 400,000
Interest: 0
Total: 400,000
Annual Appropriation?: No
Date Incurred: 01/01/2013
FY of Last Payment: 2023

Bonson Block

Debt/Obligation Type: Rebates
Principal: 46,885
Interest: 0
Total: 46,885
Annual Appropriation?: No
Date Incurred: 02/07/2011
FY of Last Payment: 2028

Nottingham Properties

Debt/Obligation Type: Rebates
Principal: 426
Interest: 0
Total: 426
Annual Appropriation?: No
Date Incurred: 03/15/2011
FY of Last Payment: 2028

Franklin Investments

Debt/Obligation Type: Rebates
Principal: 81,179
Interest: 0
Total: 81,179
Annual Appropriation?: No
Date Incurred: 04/04/2011
FY of Last Payment: 2028

Plastic Center

Debt/Obligation Type: Rebates
Principal: 36,003
Interest: 0
Total: 36,003
Annual Appropriation?: No
Date Incurred: 03/15/2011
FY of Last Payment: 2028

Flexsteel

Debt/Obligation Type: Rebates

Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	04/04/2011
FY of Last Payment:	2024

Caradco

Debt/Obligation Type:	Rebates
Principal:	512,177
Interest:	0
Total:	512,177
Annual Appropriation?:	No
Date Incurred:	03/15/2011
FY of Last Payment:	2028

Kephart Building

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	01/01/2009
FY of Last Payment:	2045

Port of Dubuque Ramp

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	01/01/2009
FY of Last Payment:	2045

Linseed Oil

Debt/Obligation Type:	Rebates
Principal:	32,948
Interest:	0
Total:	32,948
Annual Appropriation?:	No
Date Incurred:	03/07/2013
FY of Last Payment:	2025

Rousselot

Debt/Obligation Type:	Rebates
Principal:	14,985
Interest:	0
Total:	14,985
Annual Appropriation?:	No
Date Incurred:	01/22/2013
FY of Last Payment:	2025

Novelty Iron Works

Debt/Obligation Type:	Rebates
Principal:	1,376,997
Interest:	0
Total:	1,376,997
Annual Appropriation?:	No
Date Incurred:	06/17/2013

FY of Last Payment: 2031

253 Main St-Oberbroeckling

Debt/Obligation Type: Rebates
Principal: 8,852
Interest: 0
Total: 8,852
Annual Appropriation?: No
Date Incurred: 04/06/2015
FY of Last Payment: 2027

1501 Jackson Steeple Square

Debt/Obligation Type: Rebates
Principal: 22,775
Interest: 0
Total: 22,775
Annual Appropriation?: No
Date Incurred: 05/02/2016
FY of Last Payment: 2030

METX, LLC - Lamar building

Debt/Obligation Type: Rebates
Principal: 1,221,006
Interest: 0
Total: 1,221,006
Annual Appropriation?: No
Date Incurred: 10/12/2017
FY of Last Payment: 2031

Steeple Square Event Center

Debt/Obligation Type: Rebates
Principal: 0
Interest: 0
Total: 0
Annual Appropriation?: No
Date Incurred: 10/12/2017
FY of Last Payment: 2031

2017B Refunding Millwork Dist Parking

Debt/Obligation Type: Gen. Obligation Bonds/Notes
Principal: 1,075,000
Interest: 116,100
Total: 1,191,100
Annual Appropriation?: No
Date Incurred: 04/17/2017
FY of Last Payment: 2030

2017C Refunding DT Housing Incentive

Debt/Obligation Type: Gen. Obligation Bonds/Notes
Principal: 1,140,000
Interest: 136,647
Total: 1,276,647
Annual Appropriation?: No
Date Incurred: 04/17/2017
FY of Last Payment: 2030

Bus Storage Facility

Debt/Obligation Type: Internal Loans

Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	06/20/2017
FY of Last Payment:	2045

Community Housing Development

Debt/Obligation Type:	Internal Loans
Principal:	305,000
Interest:	0
Total:	305,000
Annual Appropriation?:	Yes
Date Incurred:	06/02/2017
FY of Last Payment:	2045

DT Security Cameras

Debt/Obligation Type:	Internal Loans
Principal:	273,802
Interest:	0
Total:	273,802
Annual Appropriation?:	Yes
Date Incurred:	06/02/2017
FY of Last Payment:	2045

Central Ave Corridor

Debt/Obligation Type:	Internal Loans
Principal:	247,097
Interest:	0
Total:	247,097
Annual Appropriation?:	Yes
Date Incurred:	06/02/2017
FY of Last Payment:	2045

Downtown Urban Renewal ADA

Debt/Obligation Type:	Internal Loans
Principal:	5,000
Interest:	0
Total:	5,000
Annual Appropriation?:	Yes
Date Incurred:	06/02/2017
FY of Last Payment:	2045

Riverfront Leasehold Improv

Debt/Obligation Type:	Internal Loans
Principal:	65,068
Interest:	0
Total:	65,068
Annual Appropriation?:	Yes
Date Incurred:	06/02/2017
FY of Last Payment:	2045

Legal Expenses

Debt/Obligation Type:	Internal Loans
Principal:	157,391
Interest:	0
Total:	157,391
Annual Appropriation?:	Yes
Date Incurred:	06/05/2017

FY of Last Payment: 2045

Spahn and Rose

Debt/Obligation Type: Rebates
Principal: 381,259
Interest: 0
Total: 381,259
Annual Appropriation?: No
Date Incurred: 07/01/2017
FY of Last Payment: 2027

Downtown Street Lights

Debt/Obligation Type: Internal Loans
Principal: 186,826
Interest: 0
Total: 186,826
Annual Appropriation?: No
Date Incurred: 07/01/2017
FY of Last Payment: 2045

Demo of 3000 Jackson-Dbq Malt

Debt/Obligation Type: Internal Loans
Principal: 0
Interest: 0
Total: 0
Annual Appropriation?: No
Date Incurred: 07/01/2017
FY of Last Payment: 2045

Various Downtown Projects

Debt/Obligation Type: Internal Loans
Principal: 0
Interest: 0
Total: 0
Annual Appropriation?: No
Date Incurred: 07/01/2017
FY of Last Payment: 2045

2017B Central Ave Ramp

Debt/Obligation Type: Gen. Obligation Bonds/Notes
Principal: 856,150
Interest: 291,300
Total: 1,147,450
Annual Appropriation?: No
Date Incurred: 07/01/2019
FY of Last Payment: 2029

DT Bulding Facades

Debt/Obligation Type: Internal Loans
Principal: 70,403
Interest: 0
Total: 70,403
Annual Appropriation?: Yes
Date Incurred: 07/01/2000
FY of Last Payment: 2045

Smokestack

Debt/Obligation Type: Rebates

Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	07/01/2018
FY of Last Payment:	2030

Series 2019 A MFC Addition Remodel

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,370,000
Interest:	350,850
Total:	1,720,850
Annual Appropriation?:	No
Date Incurred:	06/20/2019
FY of Last Payment:	2039

Barker Financial

Debt/Obligation Type:	Rebates
Principal:	49,786
Interest:	0
Total:	49,786
Annual Appropriation?:	Yes
Date Incurred:	12/01/2015
FY of Last Payment:	2027

2021A (2012H) ADA Restrooms

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	938,492
Interest:	88,831
Total:	1,027,323
Annual Appropriation?:	No
Date Incurred:	06/02/2021
FY of Last Payment:	2032

2021B (2012C) Wash Businesses

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	370,904
Interest:	34,206
Total:	405,110
Annual Appropriation?:	No
Date Incurred:	06/02/2021
FY of Last Payment:	2032

2021B Refunded 2012F

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	06/02/2021
FY of Last Payment:	2022

2021B (2014C) DT Improv

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	4,275,000
Interest:	484,800
Total:	4,759,800
Annual Appropriation?:	No
Date Incurred:	06/02/2021

FY of Last Payment: 2034

2021B Ramp and Docks

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,204,999
Interest:	163,900
Total:	1,368,899
Annual Appropriation?:	No
Date Incurred:	06/02/2021
FY of Last Payment:	2036

2021A (2014B) DT Improv

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	125,000
Interest:	14,500
Total:	139,500
Annual Appropriation?:	No
Date Incurred:	06/02/2021
FY of Last Payment:	2034

2021A (2012B) 7th St Imprv

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	2,329,252
Interest:	191,013
Total:	2,520,265
Annual Appropriation?:	No
Date Incurred:	06/02/2021
FY of Last Payment:	2031

2021A (2012A) Intermodal

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	1,845,000
Interest:	151,700
Total:	1,996,700
Annual Appropriation?:	No
Date Incurred:	06/02/2021
FY of Last Payment:	2031

2021A Parks

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	535,000
Interest:	106,200
Total:	641,200
Annual Appropriation?:	No
Date Incurred:	06/02/2021
FY of Last Payment:	2041

River Dock Expansion

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	07/01/2020
FY of Last Payment:	2045

Parking Ramp Emergency Repairs and Deficit

Debt/Obligation Type:	Internal Loans
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Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	07/01/2020
FY of Last Payment:	2045

Downtown Business Transit Shuttle

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	07/01/2020
FY of Last Payment:	2045

Comiskey Park

Debt/Obligation Type:	Internal Loans
Principal:	162,724
Interest:	0
Total:	162,724
Annual Appropriation?:	Yes
Date Incurred:	07/01/2020
FY of Last Payment:	2045

Corridor Alternatives

Debt/Obligation Type:	Internal Loans
Principal:	46,335
Interest:	0
Total:	46,335
Annual Appropriation?:	Yes
Date Incurred:	07/01/2020
FY of Last Payment:	2045

IFA Trust Match

Debt/Obligation Type:	Internal Loans
Principal:	62,583
Interest:	0
Total:	62,583
Annual Appropriation?:	Yes
Date Incurred:	07/01/2020
FY of Last Payment:	2045

210 Jones LLC

Debt/Obligation Type:	Rebates
Principal:	174,084
Interest:	0
Total:	174,084
Annual Appropriation?:	Yes
Date Incurred:	06/19/2017
FY of Last Payment:	2030

Marquette Hall

Debt/Obligation Type:	Rebates
Principal:	62,860
Interest:	0
Total:	62,860
Annual Appropriation?:	Yes
Date Incurred:	05/20/2019

FY of Last Payment: 2031

898 Jackson Three Amigos

Debt/Obligation Type: Rebates
Principal: 85,670
Interest: 0
Total: 85,670
Annual Appropriation?: Yes
Date Incurred: 04/15/2019
FY of Last Payment: 2031

Victory Cafe

Debt/Obligation Type: Rebates
Principal: 0
Interest: 0
Total: 0
Annual Appropriation?: No
Date Incurred: 06/21/2010
FY of Last Payment: 2022

ERP Financial System

Debt/Obligation Type: Internal Loans
Principal: 58,351
Interest: 0
Total: 58,351
Annual Appropriation?: No
Date Incurred: 06/16/2022
FY of Last Payment: 2025

Municipal Parking Lots

Debt/Obligation Type: Internal Loans
Principal: 23,682
Interest: 0
Total: 23,682
Annual Appropriation?: No
Date Incurred: 08/02/2022
FY of Last Payment: 2030

Parking Ramp OCC Certified

Debt/Obligation Type: Internal Loans
Principal: 30,413
Interest: 0
Total: 30,413
Annual Appropriation?: No
Date Incurred: 08/02/2022
FY of Last Payment: 2030

Washington Business Incentives

Debt/Obligation Type: Internal Loans
Principal: 251,043
Interest: 0
Total: 251,043
Annual Appropriation?: No
Date Incurred: 08/02/2022
FY of Last Payment: 2030

Non-Profit Weatherization

Debt/Obligation Type: Internal Loans

Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	08/02/2022
FY of Last Payment:	2030

South Port Redevelopment

Debt/Obligation Type:	Internal Loans
Principal:	2,423
Interest:	0
Total:	2,423
Annual Appropriation?:	No
Date Incurred:	08/02/2022
FY of Last Payment:	2030

SMART Parking System

Debt/Obligation Type:	Internal Loans
Principal:	495,120
Interest:	0
Total:	495,120
Annual Appropriation?:	No
Date Incurred:	08/02/2022
FY of Last Payment:	2030

2022B Downtown Ramp

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	975,000
Interest:	454,613
Total:	1,429,613
Annual Appropriation?:	No
Date Incurred:	06/29/2022
FY of Last Payment:	2042

2022B Five Flags and Dock

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	745,000
Interest:	347,167
Total:	1,092,167
Annual Appropriation?:	No
Date Incurred:	06/29/2022
FY of Last Payment:	2042

True North

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	No
Date Incurred:	06/01/2018
FY of Last Payment:	2045

Grand River Center

Debt/Obligation Type:	Internal Loans
Principal:	91,195
Interest:	0
Total:	91,195
Annual Appropriation?:	No
Date Incurred:	06/01/2020

FY of Last Payment: 2045

Prairie Farms

Debt/Obligation Type: Rebates
Principal: 113,955
Interest: 0
Total: 113,955
Annual Appropriation?: Yes
Date Incurred: 03/18/2019
FY of Last Payment: 2031

Dupaco Credit Union

Debt/Obligation Type: Rebates
Principal: 3,311,663
Interest: 0
Total: 3,311,663
Annual Appropriation?: Yes
Date Incurred: 07/01/2024
FY of Last Payment: 2034

Miller Companies LLC

Debt/Obligation Type: Rebates
Principal: 234,446
Interest: 0
Total: 234,446
Annual Appropriation?: Yes
Date Incurred: 07/01/2024
FY of Last Payment: 2034

2023A Five Flags and Ramps

Debt/Obligation Type: Gen. Obligation Bonds/Notes
Principal: 1,080,000
Interest: 580,127
Total: 1,660,127
Annual Appropriation?: No
Date Incurred: 08/01/2023
FY of Last Payment: 2043

Jackson Park Amenities

Debt/Obligation Type: Internal Loans
Principal: 22,743
Interest: 0
Total: 22,743
Annual Appropriation?: Yes
Date Incurred: 07/01/2023
FY of Last Payment: 2045

14th St Overpass

Debt/Obligation Type: Internal Loans
Principal: 100,000
Interest: 0
Total: 100,000
Annual Appropriation?: Yes
Date Incurred: 07/01/2023
FY of Last Payment: 2045

Blum Site Utilization

Debt/Obligation Type: Internal Loans

Principal:	2,764
Interest:	0
Total:	2,764
Annual Appropriation?:	Yes
Date Incurred:	07/01/2023
FY of Last Payment:	2045

Millwork Master Planning

Debt/Obligation Type:	Internal Loans
Principal:	50,000
Interest:	0
Total:	50,000
Annual Appropriation?:	Yes
Date Incurred:	07/01/2023
FY of Last Payment:	2045

Green House Gas

Debt/Obligation Type:	Internal Loans
Principal:	22,500
Interest:	0
Total:	22,500
Annual Appropriation?:	Yes
Date Incurred:	07/01/2023
FY of Last Payment:	2045

Major Parking Ramp Maint

Debt/Obligation Type:	Internal Loans
Principal:	495,336
Interest:	0
Total:	495,336
Annual Appropriation?:	Yes
Date Incurred:	07/01/2023
FY of Last Payment:	2045

Public Electric Chargers

Debt/Obligation Type:	Internal Loans
Principal:	15,024
Interest:	0
Total:	15,024
Annual Appropriation?:	Yes
Date Incurred:	07/01/2023
FY of Last Payment:	2045

Multicultural Family Center Renovation

Debt/Obligation Type:	Internal Loans
Principal:	3,960
Interest:	0
Total:	3,960
Annual Appropriation?:	Yes
Date Incurred:	07/01/2023
FY of Last Payment:	2045

Small Business Grant Admin

Debt/Obligation Type:	Internal Loans
Principal:	12,000
Interest:	0
Total:	12,000
Annual Appropriation?:	Yes
Date Incurred:	07/01/2023

FY of Last Payment: 2045

Downtown Incentives

Debt/Obligation Type: Internal Loans

Principal: 40,000

Interest: 0

Total: 40,000

Annual Appropriation?: Yes

Date Incurred: 07/01/2023

FY of Last Payment: 2045

Non-Rebates For DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL

TIF Expenditure Amount:	0
Tied To Debt:	2007B - Port of Dubuque Ramp
Tied To Project:	Port of Dubuque Parking Ramp
TIF Expenditure Amount:	50,000
Tied To Debt:	Bowling & Beyond Acquisition
Tied To Project:	Bowling and Beyond Acquisition
TIF Expenditure Amount:	0
Tied To Debt:	2017B Central Ave Ramp
Tied To Project:	Central Parking Ramp
TIF Expenditure Amount:	176,856
Tied To Debt:	Central Ave Corridor
Tied To Project:	Central Ave. Corridor Initiative
TIF Expenditure Amount:	65,069
Tied To Debt:	Riverfront Leasehold Improv
Tied To Project:	Riverfront Leasehold Improvements
TIF Expenditure Amount:	0
Tied To Debt:	Downtown Business Transit Shuttle
Tied To Project:	Downtown Shuttle Service
TIF Expenditure Amount:	62,583
Tied To Debt:	IFA Trust Match
Tied To Project:	Downtown Housing Incentives
TIF Expenditure Amount:	0
Tied To Debt:	Legal Expenses
Tied To Project:	Legal Fees
TIF Expenditure Amount:	197,250
Tied To Debt:	2017B Refunding Millwork Dist Parking
Tied To Project:	Millwork Street Reconstruction
TIF Expenditure Amount:	206,805
Tied To Debt:	2017C Refunding DT Housing Incentive
Tied To Project:	Downtown Housing Incentives
TIF Expenditure Amount:	116,100
Tied To Debt:	Series 2019 A MFC Addition Remodel
Tied To Project:	Kephart's Building
TIF Expenditure Amount:	0
Tied To Debt:	Comiskey Park
Tied To Project:	Comiskey Park
TIF Expenditure Amount:	0
Tied To Debt:	ERP Financial System
Tied To Project:	ERP System Implementation
TIF Expenditure Amount:	30,413
Tied To Debt:	Parking Ramp OCC Certified
Tied To Project:	Parking Ramp OCC Certification

TIF Expenditure Amount:	0
Tied To Debt:	Washington Business Incentives
Tied To Project:	Washington Neighborhood Subarea Rehab Loan Pool
TIF Expenditure Amount:	0
Tied To Debt:	Non-Profit Weatherization
Tied To Project:	Downtown Weatherization Non- Profits
TIF Expenditure Amount:	278
Tied To Debt:	South Port Redevelopment
Tied To Project:	South Port Redevelopment
TIF Expenditure Amount:	0
Tied To Debt:	SMART Parking System
Tied To Project:	SMART Parking System
TIF Expenditure Amount:	125,628
Tied To Debt:	2021A (2012H) ADA Restrooms
Tied To Project:	ADA Restrooms/Multicultural Family Center
TIF Expenditure Amount:	12,500
Tied To Debt:	2021A (2014B) DT Improv
Tied To Project:	Transit Roof/Loan pool/ADA Assistance
TIF Expenditure Amount:	354,432
Tied To Debt:	2021A (2012B) 7th St Imprv
Tied To Project:	7th Street Improvements and One- Way to Two-Way
TIF Expenditure Amount:	10,700
Tied To Debt:	2021A Parks
Tied To Project:	Jackson Park and Clock Tower
TIF Expenditure Amount:	475,500
Tied To Debt:	2021B (2014C) DT Improv
Tied To Project:	White and Central street resurfacing
TIF Expenditure Amount:	50,586
Tied To Debt:	2021B (2012C) Wash Businesses
Tied To Project:	Washington Neighborhood Subarea Rehab Loan Pool
TIF Expenditure Amount:	114,100
Tied To Debt:	2021B Ramp and Docks
Tied To Project:	River Dock Expansion
TIF Expenditure Amount:	0
Tied To Debt:	2021A (2012A) Intermodal
Tied To Project:	Intermodal Facility
TIF Expenditure Amount:	0
Tied To Debt:	DT Bulding Facades
Tied To Project:	Downtown rehabilitation loans
TIF Expenditure Amount:	81,452
Tied To Debt:	2022B Downtown Ramp
Tied To Project:	Downtown Ramp
TIF Expenditure Amount:	61,667
Tied To Debt:	2022B Five Flags and Dock
Tied To Project:	River Dock Expansion

TIF Expenditure Amount:	6,235
Tied To Debt:	Grand River Center
Tied To Project:	Grand River Center
TIF Expenditure Amount:	86,683
Tied To Debt:	2023A Five Flags and Ramps
Tied To Project:	Five Flags Renovations
TIF Expenditure Amount:	0
Tied To Debt:	Corridor Alternatives
Tied To Project:	East West Corridor Capacity
TIF Expenditure Amount:	0
Tied To Debt:	Jackson Park Amenities
Tied To Project:	Jackson Park and Clock Tower
TIF Expenditure Amount:	0
Tied To Debt:	14th St Overpass
Tied To Project:	14th Street Overpass
TIF Expenditure Amount:	1,595
Tied To Debt:	Blum Site Utilization
Tied To Project:	Blum Site Utilization
TIF Expenditure Amount:	0
Tied To Debt:	Millwork Master Planning
Tied To Project:	Millwork Master Planning
TIF Expenditure Amount:	110,403
Tied To Debt:	Downtown Incentives
Tied To Project:	Downtown Housing Incentives
TIF Expenditure Amount:	17,543
Tied To Debt:	Historic Federal Building Renovation
Tied To Project:	Historic Federal Building
TIF Expenditure Amount:	5,000
Tied To Debt:	Downtown Urban Renewal ADA
Tied To Project:	ADA grants
TIF Expenditure Amount:	86,097
Tied To Debt:	Downtown Street Lights
Tied To Project:	Street light replacement
TIF Expenditure Amount:	23,682
Tied To Debt:	Municipal Parking Lots
Tied To Project:	Municipal Parking Lots
TIF Expenditure Amount:	495,336
Tied To Debt:	Major Parking Ramp Maint
Tied To Project:	Parking Ramp Emergency Repairs and Deficit
TIF Expenditure Amount:	15,023
Tied To Debt:	Public Electric Chargers
Tied To Project:	Public Electric Chargers
TIF Expenditure Amount:	3,960
Tied To Debt:	Multicultural Family Center Renovation
Tied To Project:	Kephart's Building
TIF Expenditure Amount:	12,000
Tied To Debt:	Small Business Grant Admin
Tied To Project:	Small Business Grant Admin

TIF Expenditure Amount:	15
Tied To Debt:	Green House Gas
Tied To Project:	Downtown Weatherization Non-Profits

Rebates For DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL

Hotel Julien

TIF Expenditure Amount:	264,132
Rebate Paid To:	HJD Landlord LLC
Tied To Debt:	Julien Hotel Rebate
Tied To Project:	Hotel Julien
Projected Final FY of Rebate:	2026

Roshek Building

TIF Expenditure Amount:	491,279
Rebate Paid To:	Roshek Property LLC
Tied To Debt:	Roshek Building Rebate
Tied To Project:	Roshek Building
Projected Final FY of Rebate:	2030

Barker Financial

TIF Expenditure Amount:	16,595
Rebate Paid To:	Barker Financial
Tied To Debt:	Roshek Building Rebate
Tied To Project:	Crust
Projected Final FY of Rebate:	2024

Betty Jane Block

TIF Expenditure Amount:	9,000
Rebate Paid To:	Fischer Company/Plastic Center
Tied To Debt:	Bonson Block
Tied To Project:	Betty Jane Block
Projected Final FY of Rebate:	2028

Spahn and Rose

TIF Expenditure Amount:	127,086
Rebate Paid To:	Spahn and Rose
Tied To Debt:	Spahn and Rose
Tied To Project:	Spahn and Rose lease
Projected Final FY of Rebate:	2027

Nottingham Properties

TIF Expenditure Amount:	0
Rebate Paid To:	Nottingham Properties
Tied To Debt:	Nottingham Properties
Tied To Project:	Nottingham properties
Projected Final FY of Rebate:	2028

Franklin School

TIF Expenditure Amount:	20,295
Rebate Paid To:	Franklin Investments LLC
Tied To Debt:	Franklin Investments
Tied To Project:	Franklin School
Projected Final FY of Rebate:	2028

Caradco

TIF Expenditure Amount:	128,044
Rebate Paid To:	Caradco Landlord LLC
Tied To Debt:	Caradco
Tied To Project:	CARADCO
Projected Final FY of Rebate:	2028

Flexsteel

TIF Expenditure Amount:	0
Rebate Paid To:	Flexsteel Industries
Tied To Debt:	Flexsteel
Tied To Project:	Flexsteel
Projected Final FY of Rebate:	2024

Bonson

TIF Expenditure Amount:	9,377
Rebate Paid To:	JHTD Plaza LLC
Tied To Debt:	Bonson Block
Tied To Project:	Bonson Block
Projected Final FY of Rebate:	2029

Linseed Oil-Betty Building

TIF Expenditure Amount:	16,474
Rebate Paid To:	Carmac Management
Tied To Debt:	Linseed Oil
Tied To Project:	Linseed Oil Paintworks Company Building
Projected Final FY of Rebate:	2025

Rousselot

TIF Expenditure Amount:	14,985
Rebate Paid To:	Rousselot
Tied To Debt:	Rousselot
Tied To Project:	Rousselot
Projected Final FY of Rebate:	2025

Novelty Iron Works

TIF Expenditure Amount:	196,714
Rebate Paid To:	Novelty Iron Works
Tied To Debt:	Novelty Iron Works
Tied To Project:	Novelty Ironworks
Projected Final FY of Rebate:	2031

253 Main Oberbroeckling

TIF Expenditure Amount:	2,951
Rebate Paid To:	Oberbroeckling
Tied To Debt:	253 Main St-Oberbroeckkling
Tied To Project:	253 Main St
Projected Final FY of Rebate:	2027

210 Jones

TIF Expenditure Amount:	24,869
Rebate Paid To:	210 Jones LLC
Tied To Debt:	210 Jones LLC
Tied To Project:	210 Jones LLC
Projected Final FY of Rebate:	2031

Marquette Hall

TIF Expenditure Amount:	8,980
Rebate Paid To:	Marquette Hall LLC
Tied To Debt:	Marquette Hall
Tied To Project:	Marquette Hall
Projected Final FY of Rebate:	2031

898 Jackson

TIF Expenditure Amount:	12,239
Rebate Paid To:	Three Amigos
Tied To Debt:	898 Jackson Three Amigos
Tied To Project:	Three Amigos
Projected Final FY of Rebate:	2031

Met X LLC

TIF Expenditure Amount:	174,430
Rebate Paid To:	Met X LLC
Tied To Debt:	METX, LLC - Lamar building
Tied To Project:	Metx, LLC
Projected Final FY of Rebate:	2031

Prairie Farms

TIF Expenditure Amount:	16,279
Rebate Paid To:	Prairie Farms
Tied To Debt:	Prairie Farms
Tied To Project:	Prairie Farms Dairy, Inc.
Projected Final FY of Rebate:	2031

Dupaco Community Credit Union

TIF Expenditure Amount:	244,870
Rebate Paid To:	Dupaco Community Credit Union
Tied To Debt:	Dupaco Credit Union
Tied To Project:	Dupaco Voices, LLC
Projected Final FY of Rebate:	2034

Miller Companies LLC

TIF Expenditure Amount:	0
Rebate Paid To:	Miller Companies LLC
Tied To Debt:	Miller Companies LLC
Tied To Project:	799 Main, LLC
Projected Final FY of Rebate:	2034

44 Main Street LLC

TIF Expenditure Amount:	78,149
Rebate Paid To:	44 Main Street LLC
Tied To Debt:	Miller Companies LLC
Tied To Project:	44 Main
Projected Final FY of Rebate:	2031

Jobs For DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL

Project:	Jeld Wen
Company Name:	Jeld-Wen, Inc.
Date Agreement Began:	08/01/2011
Date Agreement Ends:	09/01/2016
Number of Jobs Created or Retained:	0
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	150,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Flexsteel
Company Name:	Flexsteel Industries, Inc
Date Agreement Began:	04/18/2011
Date Agreement Ends:	05/02/2024
Number of Jobs Created or Retained:	97
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	9,331,662
Total Estimated Cost of Public Infrastructure:	0

Project:	WS Live
Company Name:	Interstate Building, LLLP and WS Live, LLC
Date Agreement Began:	11/03/2008
Date Agreement Ends:	06/01/2017
Number of Jobs Created or Retained:	110
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	2,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Hotel Julien
Company Name:	HJD Landlord, LLC and HJD Manager, LLC
Date Agreement Began:	04/21/2008
Date Agreement Ends:	05/01/2026
Number of Jobs Created or Retained:	87
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	30,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Cottingham and Butler
Company Name:	Cottingham & Bulter, Inc.
Date Agreement Began:	07/20/2007
Date Agreement Ends:	05/01/2019
Number of Jobs Created or Retained:	706
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	4,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Heartland Financial
Company Name:	Heartland Financial USA, Inc.
Date Agreement Began:	05/19/2003
Date Agreement Ends:	06/01/2016
Number of Jobs Created or Retained:	438
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	4,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Hartig
Company Name:	Hartig Realty IV LC
Date Agreement Began:	09/21/2006
Date Agreement Ends:	05/01/2019
Number of Jobs Created or Retained:	41

Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	735,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Roshek Building
Company Name:	International Business Machines Corporation
Date Agreement Began:	02/13/2009
Date Agreement Ends:	05/02/2030
Number of Jobs Created or Retained:	355
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	40,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	McGraw Hill II
Company Name:	McGraw Hill
Date Agreement Began:	06/19/2006
Date Agreement Ends:	05/02/2018
Number of Jobs Created or Retained:	324
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	18,438,867
Total Estimated Cost of Public Infrastructure:	0

Project:	Morrison Brothers
Company Name:	Morrison Bros. Company
Date Agreement Began:	10/06/2008
Date Agreement Ends:	05/01/2018
Number of Jobs Created or Retained:	94
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	3,825,000
Total Estimated Cost of Public Infrastructure:	0

Project:	756 Main
Company Name:	Vicotry Cafe
Date Agreement Began:	05/19/2003
Date Agreement Ends:	05/19/2023
Number of Jobs Created or Retained:	0
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	24,000,000
Total Estimated Cost of Public Infrastructure:	0

Project:	Rousselot
Company Name:	Rousselot, Inc.
Date Agreement Began:	01/22/2013
Date Agreement Ends:	05/01/2025
Number of Jobs Created or Retained:	89
Total Annual Wages of Required Jobs:	0
Total Estimated Private Capital Investment:	16,300,000
Total Estimated Cost of Public Infrastructure:	0

▲ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 1 INCREM
 TIF Taxing District Inc. Number: 310070
 TIF Taxing District Base Year: 1966
 FY TIF Revenue First Received: 1984
 Subject to a Statutory end date? No

	UR Designation
Slum	05/1967
Blighted	05/1967
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	583,015	64,975,485	0	0	0	65,558,500	0	65,558,500
Taxable	0	270,186	56,563,571	0	0	0	56,833,757	0	56,833,757
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	6,036,891	56,833,757	56,833,757	0	0

FY 2025 TIF Revenue Received: 11,046,417

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 2 INCREM
 TIF Taxing District Inc. Number: 310072
 TIF Taxing District Base Year: 1993
 FY TIF Revenue First Received: 1995
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	05/1998

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	6,819,812	33,189,961	0	0	0	40,009,773	0	40,009,773
Taxable	0	3,160,493	26,664,987	0	0	0	29,825,480	0	29,825,480
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	4,499,150	29,825,480	29,825,480	0	0

FY 2025 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 3 INCREM
 TIF Taxing District Inc. Number: 310074
 TIF Taxing District Base Year: 1996
 FY TIF Revenue First Received: 1998
 Subject to a Statutory end date? No

UR Designation	
Slum	12/1989
Blighted	12/1989
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	517,500	0	0	0	517,500	0	517,500
Taxable	0	0	393,890	0	0	0	393,890	0	393,890
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	163,810	353,690	353,690	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 4 INCREM
 TIF Taxing District Inc. Number: 310076
 TIF Taxing District Base Year: 1997
 FY TIF Revenue First Received: 1999
 Subject to a Statutory end date? No

UR Designation	
Slum	05/1998
Blighted	05/1988
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	898,320	0	0	0	0

FY 2025 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 7 INCREM
 TIF Taxing District Inc. Number: 310083
 TIF Taxing District Base Year: 1988
 FY TIF Revenue First Received: 1990
 Subject to a Statutory end date? No

UR Designation	
Slum	05/1987
Blighted	05/1987
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	3,036,620	880	0	0	3,037,500	0	3,037,500
Taxable	0	0	2,665,527	408	0	0	2,665,935	0	2,665,935
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	443,660	2,593,840	2,593,840	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 35 INCREM
 TIF Taxing District Inc. Number: 310180
 TIF Taxing District Base Year: 1997
 FY TIF Revenue First Received: 1999
 Subject to a Statutory end date? No

UR Designation	
Slum	05/1998
Blighted	05/1998
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	104,941,694	0	0	0	104,941,694	0	104,941,694
Taxable	0	0	93,938,505	0	0	0	93,938,505	0	93,938,505
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	2,566,000	93,938,505	93,938,505	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 37 INCREMENT
 TIF Taxing District Inc. Number: 310186
 TIF Taxing District Base Year: 2002
 FY TIF Revenue First Received: 2005
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2024

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2003

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	9,295,500	0	0	0	9,295,500	0	9,295,500
Taxable	0	0	8,213,237	0	0	0	8,213,237	0	8,213,237
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	7,681,960	1,613,540	1,613,540	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 38 INCREMENT
 TIF Taxing District Inc. Number: 310188
 TIF Taxing District Base Year: 2002
 FY TIF Revenue First Received: 2004
 Subject to a Statutory end date? No

UR Designation	
Slum	05/2003
Blighted	05/2003
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	10,458,056	20,721,174	0	0	-4,000	31,175,230	0	31,175,230
Taxable	0	4,846,554	15,767,653	0	0	-4,000	20,610,207	0	20,610,207
Homestead Credits									9

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	11,731,860	19,447,370	19,447,370	0	0

FY 2025 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 53 INCREMENT
 TIF Taxing District Inc. Number: 310296
 TIF Taxing District Base Year: 2006
 FY TIF Revenue First Received: 2008
 Subject to a Statutory end date? No

	UR Designation
Slum	05/2007
Blighted	05/2007
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	3,387,212	0	0	0	3,387,212	0	3,387,212
Taxable	0	0	2,917,519	0	0	0	2,917,519	0	2,917,519
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	2,917,519	2,917,519	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR55 INCREMENT
 TIF Taxing District Inc. Number: 310328
 TIF Taxing District Base Year: 2007
 FY TIF Revenue First Received: 2009
 Subject to a Statutory end date? No

	UR Designation
Slum	05/2008
Blighted	05/2008
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	20,871,443	47,957,097	184,500	0	0	69,013,040	0	69,013,040
Taxable	0	9,672,413	39,433,218	95,937	0	0	49,201,568	0	49,201,568
Homestead Credits									4

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	15,042,850	49,201,568	49,201,568	0	0

FY 2025 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR56 INCREMENT
 TIF Taxing District Inc. Number: 310330
 TIF Taxing District Base Year: 2007
 FY TIF Revenue First Received: 2009
 Subject to a Statutory end date? No

UR Designation	
Slum	05/2008
Blighted	05/2008
Economic Development	05/2008

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	4,012,076	3,636,824	0	0	0	7,648,900	0	7,648,900
Taxable	0	1,859,309	3,011,198	0	0	0	4,870,507	0	4,870,507
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	1,787,500	4,870,507	4,870,507	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR57 INCREMENT
 TIF Taxing District Inc. Number: 310332
 TIF Taxing District Base Year: 2007
 FY TIF Revenue First Received: 2009
 Subject to a Statutory end date? No

UR Designation	
Slum	05/2008
Blighted	05/2008
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	3,339,100	0	0	0	3,339,100	0	3,339,100
Taxable	0	0	2,325,366	0	0	0	2,325,366	0	2,325,366
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	2,151,700	1,187,400	1,187,400	0	0

FY 2025 TIF Revenue Received: 0

▲ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR58 INCREMENT
 TIF Taxing District Inc. Number: 310334
 TIF Taxing District Base Year: 2007
 FY TIF Revenue First Received: 2011
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2029

UR Designation	
Slum	No
Blighted	No
Economic Development	07/2009

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	493,900	2,960,400	0	0	3,454,300	0	3,454,300
Taxable	0	0	313,537	2,402,420	0	0	2,715,957	0	2,715,957
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	3,005,500	448,800	448,800	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 62 INCREMENT
 TIF Taxing District Inc. Number: 310354
 TIF Taxing District Base Year: 2009
 FY TIF Revenue First Received: 2012
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2031

UR Designation	
Slum	No
Blighted	No
Economic Development	10/2010

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	12,916,216	6,129,184	0	0	0	19,035,650	0	19,035,650
Taxable	0	5,985,733	3,510,885	0	0	0	9,486,868	0	9,486,868
Homestead Credits									4

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	10,477,860	8,557,790	8,567,540	-9,750	-266

FY 2025 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 63 INCREMENT
 TIF Taxing District Inc. Number: 310356
 TIF Taxing District Base Year: 2009
 FY TIF Revenue First Received: 2012
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2031

UR Designation	
Slum	No
Blighted	No
Economic Development	10/2010

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	7,508,198	1,856,937	1,184,600	0	0	10,549,735	0	10,549,735
Taxable	0	3,479,511	1,135,132	1,000,655	0	0	5,615,298	0	5,615,298
Homestead Credits									5

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	7,808,034	2,741,701	2,741,701	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 69 INCREMENT
 TIF Taxing District Inc. Number: 310376
 TIF Taxing District Base Year: 2010
 FY TIF Revenue First Received: 2013
 Subject to a Statutory end date? No

UR Designation	
Slum	03/2011
Blighted	03/2011
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	3,443,800	395,200	0	0	-8,000	3,827,750	0	3,827,750
Taxable	0	1,595,954	224,708	0	0	-8,000	1,809,412	0	1,809,412
Homestead Credits									2

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	996,580	1,809,412	1,809,412	0	0

FY 2025 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 70 INCREMENT
 TIF Taxing District Inc. Number: 310378
 TIF Taxing District Base Year: 2010
 FY TIF Revenue First Received: 2013
 Subject to a Statutory end date? No

UR Designation	
Slum	05/2011
Blighted	05/2011
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	13,142,830	0	0	13,142,830	0	13,142,830
Taxable	0	0	0	11,697,577	0	0	11,697,577	0	11,697,577
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	339,860	11,697,577	11,697,577	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 71 INCREMENT
 TIF Taxing District Inc. Number: 310380
 TIF Taxing District Base Year: 2010
 FY TIF Revenue First Received: 2013
 Subject to a Statutory end date? No

UR Designation	
Slum	05/2011
Blighted	05/2011
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	93,520,686	45,125,214	690,920	0	-180,000	139,023,570	0	139,023,570
Taxable	0	43,340,071	33,180,418	490,855	0	-180,000	76,698,094	0	76,698,094
Homestead Credits									330

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	88,304,030	50,899,540	51,032,790	-133,250	-3,638

FY 2025 TIF Revenue Received: 0

▲ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 72 INCREMENT
 TIF Taxing District Inc. Number: 310382
 TIF Taxing District Base Year: 2010
 FY TIF Revenue First Received: 2015
 Subject to a Statutory end date? No

UR Designation	
Slum	05/2011
Blighted	05/2011
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	1,439,450	31,859,992	10,601,270	705,130	0	44,599,342	0	44,599,342
Taxable	0	667,078	26,455,834	9,148,230	569,131	0	36,833,773	0	36,833,773
Homestead Credits									5

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	28,389,880	16,209,462	16,215,962	-6,500	-177

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 73 INCREMENT
 TIF Taxing District Inc. Number: 310384
 TIF Taxing District Base Year: 2010
 FY TIF Revenue First Received: 2013
 Subject to a Statutory end date? No

UR Designation	
Slum	05/2011
Blighted	05/2011
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	3,149,700	0	0	3,149,700	0	3,149,700
Taxable	0	0	0	2,769,245	0	0	2,769,245	0	2,769,245
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	696,430	2,453,270	2,453,270	0	0

FY 2025 TIF Revenue Received: 0

▲ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 74 INCREMENT
 TIF Taxing District Inc. Number: 310386
 TIF Taxing District Base Year: 2010
 FY TIF Revenue First Received: 2015
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	06/2013

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	10,014,293	0	0	0	10,014,293	0	10,014,293
Taxable	0	0	8,750,920	0	0	0	8,750,920	0	8,750,920
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	11,628,500	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 91 INCREMENT
 TIF Taxing District Inc. Number: 310468
 TIF Taxing District Base Year: 2011
 FY TIF Revenue First Received: 2014
 Subject to a Statutory end date? No

	UR Designation
Slum	10/2012
Blighted	10/2012
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	22,445,600	15,526,030	0	0	37,971,630	0	37,971,630
Taxable	0	0	18,644,621	13,318,573	0	0	31,963,194	0	31,963,194
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	32,120,750	5,850,880	5,850,880	0	0

FY 2025 TIF Revenue Received: 0

▲ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 93 INCREMENT
 TIF Taxing District Inc. Number: 310480
 TIF Taxing District Base Year: 2013
 FY TIF Revenue First Received: 2015
 Subject to a Statutory end date? No

UR Designation	
Slum	06/2013
Blighted	06/2013
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	7,379,300	0	0	0	7,379,300	0	7,379,300
Taxable	0	0	6,474,424	0	0	0	6,474,424	0	6,474,424
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	1,333,170	6,046,130	6,046,130	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 99 INCREMENT
 TIF Taxing District Inc. Number: 310494
 TIF Taxing District Base Year: 2013
 FY TIF Revenue First Received: 2016
 Subject to a Statutory end date? No

UR Designation	
Slum	06/2014
Blighted	06/2014
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	834,200	0	0	0	0	834,200	0	834,200
Taxable	0	386,591	0	0	0	0	386,591	0	386,591
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	274,158	386,591	386,591	0	0

FY 2025 TIF Revenue Received: 0

▲ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 100 INCREMENT
 TIF Taxing District Inc. Number: 310496
 TIF Taxing District Base Year: 2013
 FY TIF Revenue First Received: 2016
 Subject to a Statutory end date? No

UR Designation	
Slum	06/2014
Blighted	06/2014
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	3,554,200	0	0	0	-16,000	3,531,700	0	3,531,700
Taxable	0	1,647,116	0	0	0	-16,000	1,624,616	0	1,624,616
Homestead Credits									14

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	2,600,623	947,077	953,577	-6,500	-177

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 112 INCREMENT
 TIF Taxing District Inc. Number: 310530
 TIF Taxing District Base Year: 2015
 FY TIF Revenue First Received: 2018
 Subject to a Statutory end date? No

UR Designation	
Slum	11/2016
Blighted	11/2016
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	62,351,508	2,544,492	1,301,400	0	-184,000	65,844,400	0	65,844,400
Taxable	0	28,895,400	1,426,714	1,087,394	0	-184,000	31,056,508	0	31,056,508
Homestead Credits									286

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	44,166,052	21,862,348	22,031,348	-169,000	-4,614

FY 2025 TIF Revenue Received: 0

▲ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 113 INCREMENT
 TIF Taxing District Inc. Number: 310532
 TIF Taxing District Base Year: 2015
 FY TIF Revenue First Received: 2018
 Subject to a Statutory end date? No

UR Designation	
Slum	11/2016
Blighted	11/2016
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	2,112,400	298,000	0	0	-4,000	2,406,400	0	2,406,400
Taxable	0	978,943	202,321	0	0	-4,000	1,177,264	0	1,177,264
Homestead Credits									5

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	1,997,674	412,726	412,726	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 114 INCREMENT
 TIF Taxing District Inc. Number: 310534
 TIF Taxing District Base Year: 2015
 FY TIF Revenue First Received: 2018
 Subject to a Statutory end date? No

UR Designation	
Slum	11/2016
Blighted	11/2016
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	8,457,100	946,200	0	0	-12,000	9,371,800	0	9,371,800
Taxable	0	3,919,254	630,500	0	0	-12,000	4,518,254	0	4,518,254
Homestead Credits									31

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	6,271,611	3,112,189	3,131,689	-19,500	-532

FY 2025 TIF Revenue Received: 0

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TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 116 INCREMENT
 TIF Taxing District Inc. Number: 310544
 TIF Taxing District Base Year: 2016
 FY TIF Revenue First Received: 2019
 Subject to a Statutory end date? No

UR Designation	
Slum	03/2017
Blighted	03/2017
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	245,820	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 121 INCREMENT
 TIF Taxing District Inc. Number: 310568
 TIF Taxing District Base Year: 2016
 FY TIF Revenue First Received: 2019
 Subject to a Statutory end date? No

UR Designation	
Slum	06/2017
Blighted	06/2017
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	16,975,947	93,853	0	0	-36,000	16,978,550	0	16,978,550
Taxable	0	7,867,125	43,494	0	0	-36,000	7,819,369	0	7,819,369
Homestead Credits									72

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	11,039,443	5,975,107	6,030,357	-55,250	-1,508

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 141 INCREMENT
 TIF Taxing District Inc. Number: 310636
 TIF Taxing District Base Year: 2019
 FY TIF Revenue First Received: 2021
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2041

UR Designation	
Slum	No
Blighted	No
Economic Development	11/2020

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	87,000	0	0	0	87,000	0	87,000
Taxable	0	0	40,318	0	0	0	40,318	0	40,318
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	73,160	13,840	13,840	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 145 INCREMENT
 TIF Taxing District Inc. Number: 310644
 TIF Taxing District Base Year: 2019
 FY TIF Revenue First Received: 2021
 Subject to a Statutory end date? No

UR Designation	
Slum	05/2020
Blighted	05/2020
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	DUBUQUE CITY GREATER DOWNTOWN URBAN RENEWAL (31033)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH/UR 157 ROOSEVELT STREET INCREMENT
TIF Taxing District Inc. Number:	310684
TIF Taxing District Base Year:	2021
FY TIF Revenue First Received:	2024
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2041

UR Designation	
Slum	No
Blighted	No
Economic Development	02/2022

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	356,300	6,485,100	0	0	6,841,400	0	6,841,400
Taxable	0	0	255,184	5,771,105	0	0	6,026,289	0	6,026,289
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	3,333,920	3,507,480	3,507,480	0	0

FY 2025 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY LAKE RIDGE URBAN RENEWAL
 UR Area Number: 31046

UR Area Creation Date: 08/2011

UR Area Purpose: To Support the development of affordable, assisted senior living within the District through public actions such as the improvement of public infrastructure, use of tax increment financing and other financial incentives.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
DUBUQUE CITY/DBQ COMM SCH/UR 76 INCREMENT	310389	310390	0

Urban Renewal Area Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024:	546	0	Amount of 07-01-2024 Cash Balance Restricted for LMI
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TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	0

Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2025:	546	0	Amount of 06-30-2025 Cash Balance Restricted for LMI
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Projects For DUBUQUE CITY LAKE RIDGE URBAN RENEWAL

Rose of Dubuque

Description:	Rebate agreement with the Rose of Dubuque, L.P.
Classification:	Low and Moderate Income Housing
Physically Complete:	Yes
Payments Complete:	Yes

Debts/Obligations For DUBUQUE CITY LAKE RIDGE URBAN RENEWAL

The Rose Rebate

Debt/Obligation Type:	Rebates
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	06/01/2013
FY of Last Payment:	2024

Rebates For DUBUQUE CITY LAKE RIDGE URBAN RENEWAL

The Rose of Dubuque

TIF Expenditure Amount:	0
Rebate Paid To:	The Rose of Dubuque
Tied To Debt:	The Rose Rebate
Tied To Project:	Rose of Dubuque
Projected Final FY of Rebate:	2024

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY LAKE RIDGE URBAN RENEWAL (31046)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 76 INCREMENT
 TIF Taxing District Inc. Number: 310390
 TIF Taxing District Base Year: 2010
 FY TIF Revenue First Received: 2015
 Subject to a Statutory end date? No

	UR Designation
Slum	No
Blighted	No
Economic Development	08/2011

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	335,000	0	0	0	0

FY 2025 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY NORTH CASCADE ROAD URBAN RENEWAL
 UR Area Number: 31047

UR Area Creation Date: 12/2014

The primary objective for the North Cascade Road Housing Urban Renewal Area is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined by Iowa Code Section 403.17(12).

UR Area Purpose:

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
DUBUQUE CITY/DBQ COMM SCH/UR 103 INCREMENT	310501	310502	53,433,797
DUBUQUE CITY AG/DBQ COMM SCH/UR 103 INCREMENT	310503	310504	0
TABLE MOUND TWP/DBQ COMM SCH/UR 103 INCREMENT	310505	310506	0

Urban Renewal Area Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	121,425,750	0	0	0	-20,000	121,344,000	0	121,344,000
Taxable	0	56,272,098	0	0	0	-20,000	56,190,348	0	56,190,348
Homestead Credits									116

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024:	1,460,207	36,815	Amount of 07-01-2024 Cash Balance Restricted for LMI
TIF Revenue:	1,458,695		
TIF Sp. Revenue Fund Interest:	22,680		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	1,481,375		
Rebate Expenditures:	0		
Non-Rebate Expenditures:	15,917		
Returned to County Treasurer:	0		
Total Expenditures:	15,917		

TIF Sp. Rev. Fund Cash Balance as of 06-30-2025:	2,925,665	20,898	Amount of 06-30-2025 Cash Balance Restricted for LMI
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Projects For DUBUQUE CITY NORTH CASCADE ROAD URBAN RENEWAL

Stormwater and Fiber Conduit

Description:	Developer Improvements to Timber Hyrst Subdivision
Classification:	Residential property (classified residential)
Physically Complete:	Yes
Payments Complete:	Yes

LMI

Description:	Acquisition and Resale of properties for low and moderate income eligible participants
Classification:	Low and Moderate Income Housing
Physically Complete:	No
Payments Complete:	No

Enhanced Neighborhood Park

Description:	Playground Equipment for TimberHyrst Subdivision Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	Yes
Payments Complete:	No

TimberHyrst

Description:	Rebate associated with residential housing Recreational facilities (lake development, parks, ball fields, trails)
Classification:	
Physically Complete:	Yes
Payments Complete:	Yes

Sanitary Extension

Description:	Extension of Sanitary to subdivision
Classification:	Residential property (classified residential)
Physically Complete:	No
Payments Complete:	No

English Ridge Pump Station

Description:	Purchase/Extension of water services
Classification:	Residential property (classified residential)
Physically Complete:	Yes
Payments Complete:	No

Central Iowa Water Assoc-CIWA

Description:	Purchase/Extension of water services
Classification:	Residential property (classified residential)
Physically Complete:	Yes
Payments Complete:	No

North Cascade Road Reconstruction

Description:	Reconstruction of road
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes

Payments Complete:	No
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Old Mill Lift Station and Force Main Project

Description:	Construction of water infrastructure to serve the area
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For DUBUQUE CITY NORTH CASCADE ROAD URBAN RENEWAL

Outstanding LMI Housing Obligations

Debt/Obligation Type:	Outstanding LMI Housing Obligations
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	04/01/2015
FY of Last Payment:	2045

North Cascade Road Reconstruction

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	06/02/2021
FY of Last Payment:	2045

CIWA/English Pump

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	06/01/2018
FY of Last Payment:	2022

Non-Rebates For DUBUQUE CITY NORTH CASCADE ROAD URBAN RENEWAL

TIF Expenditure Amount:	15,917
Tied To Debt:	Outstanding LMI Housing Obligations
Tied To Project:	LMI
TIF Expenditure Amount:	0
Tied To Debt:	North Cascade Road Reconstruction
Tied To Project:	Central Iowa Water Assoc-CIWA

Income Housing For DUBUQUE CITY NORTH CASCADE ROAD URBAN RENEWAL

Amount of FY 2025 expenditures that provide or aid in the provision of public improvements related to housing and residential development:	0
Lots for low and moderate income housing:	0
Construction of low and moderate income housing:	0
Grants, credits or other direct assistance to low and moderate income families:	0
Payments to a low and moderate income housing fund established by the municipality, including matching funds for any state or federal moneys used for such purposes:	0
Other low and moderate income housing assistance:	15,917

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY NORTH CASCADE ROAD URBAN RENEWAL (31047)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 103 INCREMENT
 TIF Taxing District Inc. Number: 310502
 TIF Taxing District Base Year: 2013
 FY TIF Revenue First Received: 2016
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2026

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2014

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	121,425,750	0	0	0	-20,000	121,344,000	0	121,344,000
Taxable	0	56,272,098	0	0	0	-20,000	56,190,348	0	56,190,348
Homestead Credits									116

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	15,837,960	56,190,348	53,433,797	2,756,551	75,251

FY 2025 TIF Revenue Received: 1,458,695

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY NORTH CASCADE ROAD URBAN RENEWAL (31047)
 TIF Taxing District Name: DUBUQUE CITY AG/DBQ COMM SCH/UR 103 INCREMENT
 TIF Taxing District Inc. Number: 310504
 TIF Taxing District Base Year: 2013
 FY TIF Revenue First Received: 2016
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2026

UR Designation	
Slum	No
Blighted	No
Economic Development	05/2015

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	313,628	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY NORTH CASCADE ROAD URBAN RENEWAL (31047)
 TIF Taxing District Name: TABLE MOUND TWP/DBQ COMM SCH/UR 103 INCREMENT
 TIF Taxing District Inc. Number: 310506
 TIF Taxing District Base Year: 2013
 FY TIF Revenue First Received: 2016
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2026

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2014

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	2,232,917	0	0	0	0

FY 2025 TIF Revenue Received: 0

▲ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

Urban Renewal Area Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY ENGLISH RIDGE URBAN RENEWAL
 UR Area Number: 31048

UR Area Creation Date: 11/2015

UR Area Purpose: The primary objective for the English Ridge Housing Urban Renewal Area is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined by Iowa Code Section 403.17(12).

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
DUBUQUE CITY/DBQ COMM SCH/UR 106 INCREMENT	310513	310514	21,749,633
DUBUQUE CITY AG/DBQ COMM SCH/UR 106 INCREMENT	310515	310516	0

Urban Renewal Area Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	50,800	47,077,500	22,035	0	0	-36,000	47,068,835	0	47,068,835
Taxable	36,493	21,817,029	14,104	0	0	-36,000	21,786,126	0	21,786,126
Homestead Credits									101

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024:	749,070	628,226	Amount of 07-01-2024 Cash Balance Restricted for LMI
TIF Revenue:	593,835		
TIF Sp. Revenue Fund Interest:	8,271		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	602,106		
Rebate Expenditures:	0		
Non-Rebate Expenditures:	147,964		
Returned to County Treasurer:	0		
Total Expenditures:	147,964		

TIF Sp. Rev. Fund Cash Balance as of 06-30-2025:	1,203,212	480,262	Amount of 06-30-2025 Cash Balance Restricted for LMI
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Projects For DUBUQUE CITY ENGLISH RIDGE URBAN RENEWAL

English Mill Park

Description:	Playground Equipment for English Mill Subdivision
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	No
Payments Complete:	No

Fiber Conduit & Vaults

Description:	Run Fiber Conduit and Vaults
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Westside Water Improv

Description:	Improvements to water system
Classification:	Water treatment plants, waste treatment plants & lagoons
Physically Complete:	Yes
Payments Complete:	No

LMI

Description:	LMI Projects
Classification:	Low and Moderate Income Housing
Physically Complete:	No
Payments Complete:	No

Central Iowa Water Assoc-CIWA

Description:	Purchase of Water System to extend Water Services
Classification:	Water treatment plants, waste treatment plants & lagoons
Physically Complete:	Yes
Payments Complete:	No

English Ridge Improvements

Description:	Improvements to English Ridge Water System
Classification:	Water treatment plants, waste treatment plants & lagoons
Physically Complete:	Yes
Payments Complete:	No

English Ridge Pump Station

Description:	Improvements to English Ridge Pump Station
Classification:	Water treatment plants, waste treatment plants & lagoons
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For DUBUQUE CITY ENGLISH RIDGE URBAN RENEWAL

LMI Obligation

Debt/Obligation Type:	Outstanding LMI Housing Obligations
Principal:	628,226
Interest:	0
Total:	628,226
Annual Appropriation?:	Yes
Date Incurred:	07/01/2017
FY of Last Payment:	2027

CIWA

Debt/Obligation Type:	Other Debt
Principal:	16,568
Interest:	0
Total:	16,568
Annual Appropriation?:	Yes
Date Incurred:	12/22/2016
FY of Last Payment:	2026

Non-Rebates For DUBUQUE CITY ENGLISH RIDGE URBAN RENEWAL

TIF Expenditure Amount:	147,964
Tied To Debt:	LMI Obligation
Tied To Project:	LMI
TIF Expenditure Amount:	0
Tied To Debt:	CIWA
Tied To Project:	Central Iowa Water Assoc-CIWA

Rebates For DUBUQUE CITY ENGLISH RIDGE URBAN RENEWAL

English Ridge LLC

TIF Expenditure Amount:	0
Rebate Paid To:	English Ridge LLC
Tied To Debt:	LMI Obligation
Tied To Project:	Fiber Conduit & Vaults
Projected Final FY of Rebate:	2025

Income Housing For DUBUQUE CITY ENGLISH RIDGE URBAN RENEWAL

Amount of FY 2025 expenditures that provide or aid in the provision of public improvements related to housing and residential development:	0
Lots for low and moderate income housing:	0
Construction of low and moderate income housing:	147,964
Grants, credits or other direct assistance to low and moderate income families:	0
Payments to a low and moderate income housing fund established by the municipality, including matching funds for any state or federal moneys used for such purposes:	0
Other low and moderate income housing assistance:	0

▲ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY ENGLISH RIDGE URBAN RENEWAL (31048)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 106 INCREMENT
 TIF Taxing District Inc. Number: 310514
 TIF Taxing District Base Year: 2014
 FY TIF Revenue First Received: 2018
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2028

UR Designation	
Slum	No
Blighted	No
Economic Development	11/2015

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	47,077,500	22,035	0	0	-36,000	47,018,035	0	47,018,035
Taxable	0	21,817,029	14,104	0	0	-36,000	21,749,633	0	21,749,633
Homestead Credits									101

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	15,001,975	21,749,633	21,749,633	0	0

FY 2025 TIF Revenue Received: 593,835

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY ENGLISH RIDGE URBAN RENEWAL (31048)
 TIF Taxing District Name: DUBUQUE CITY AG/DBQ COMM SCH/UR 106 INCREMENT
 TIF Taxing District Inc. Number: 310516
 TIF Taxing District Base Year: 2014
 FY TIF Revenue First Received: 2016
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2026

UR Designation	
Slum	No
Blighted	No
Economic Development	11/2015

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	50,800	0	0	0	0	0	50,800	0	50,800
Taxable	36,493	0	0	0	0	0	36,493	0	36,493
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	76,623	0	0	0	0

FY 2025 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY SOUTH POINTE HOUSING
 UR Area Number: 31050

UR Area Creation Date: 04/2017

The primary objective for the South
 Pointe Housing Urban Renewal
 Area is to stimulate, through public
 involvement and commitment,
 private investment in new housing
 and residential development as
 defined by Iowa Code Section

UR Area Purpose: 403.17(12).

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
DUBUQUE CITY/DBQ COMM SCH/UR 117 INCREMENT	310545	310546	12,370,934
DUBUQUE CITY AG/DBQ COMM SCH/UR 117 INCREMENT	310547	310548	0
DUBUQUE TWP/DBQ COMM SCH/UR 117 INCREMENT	310549	310550	0
TABLE MOUND TWP/DBQ COMM SCH/UR 117 INCREMENT	310551	310552	0
VERNON TWP/DBQ COMM SCH/UR 117 INCREMENT	310553	310554	29,570
DUBUQUE CITY/DBQ COMM SCH/UR 120 INCREMENT	310563	310564	6,787
DUBUQUE CITY AG/DBQ COMM SCH/UR 120 INCREMENT	310565	310566	0

Urban Renewal Area Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	152	26,721,833	230,115	0	0	-8,000	26,911,600	0	26,911,600
Taxable	109	12,383,644	137,359	0	0	-8,000	12,480,612	0	12,480,612
Homestead Credits									34

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024:	319,146	379,853	Amount of 07-01-2024 Cash Balance Restricted for LMI
TIF Revenue:	340,267		
TIF Sp. Revenue Fund Interest:	5,675		
Property Tax Replacement Claims	161		
Asset Sales & Loan Repayments:	0		
Total Revenue:	346,103		
Rebate Expenditures:	12,809		
Non-Rebate Expenditures:	0		
Returned to County Treasurer:	0		
Total Expenditures:	12,809		

TIF Sp. Rev. Fund Cash Balance as of 06-30-2025:	652,440	379,853	Amount of 06-30-2025 Cash Balance Restricted for LMI
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Projects For DUBUQUE CITY SOUTH POINTE HOUSING

CIWA Purchase/Improvements

Description:	Water System Purchase/Improve
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

South Pointe Admin Expense

Description:	Legal Expense, etc.
Classification:	Administrative expenses
Physically Complete:	Yes
Payments Complete:	No

Developer Subdivision Improvements

Description:	Developer Fiber Conduits and Vaults
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For DUBUQUE CITY SOUTH POINTE HOUSING

Internal Legal Expense

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	06/05/2017
FY of Last Payment:	2030

CIWA Purchase/Improvements

Debt/Obligation Type:	Other Debt
Principal:	92,483
Interest:	0
Total:	92,483
Annual Appropriation?:	Yes
Date Incurred:	06/05/2017
FY of Last Payment:	2030

LMI TBD

Debt/Obligation Type:	Outstanding LMI Housing Obligations
Principal:	379,853
Interest:	0
Total:	379,853
Annual Appropriation?:	Yes
Date Incurred:	06/05/2017
FY of Last Payment:	2030

Developer Improvements

Debt/Obligation Type:	TIF Revenue Bonds/Notes
Principal:	47,546
Interest:	0
Total:	47,546
Annual Appropriation?:	Yes
Date Incurred:	06/05/2017
FY of Last Payment:	2030

Non-Rebates For DUBUQUE CITY SOUTH POINTE HOUSING

TIF Expenditure Amount:	0
Tied To Debt:	CIWA Purchase/Improvements
Tied To Project:	CIWA Purchase/Improvements

Rebates For DUBUQUE CITY SOUTH POINTE HOUSING

South Pointe Developer

TIF Expenditure Amount:	12,809
Rebate Paid To:	Dubuque South Pointe
Tied To Debt:	Developer Improvements
Tied To Project:	Developer Subdivision Improvements
Projected Final FY of Rebate:	2030

Income Housing For DUBUQUE CITY SOUTH POINTE HOUSING

Amount of FY 2025 expenditures that provide or aid in the provision of public improvements related to housing and residential development:	0
Lots for low and moderate income housing:	0
Construction of low and moderate income housing:	0
Grants, credits or other direct assistance to low and moderate income families:	0
Payments to a low and moderate income housing fund established by the municipality, including matching funds for any state or federal moneys used for such purposes:	0
Other low and moderate income housing assistance:	0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY SOUTH POINTE HOUSING (31050)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 117 INCREMENT
 TIF Taxing District Inc. Number: 310546
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2020
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2030

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2017

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	26,700,000	81,800	0	0	-8,000	26,741,300	0	26,741,300
Taxable	0	12,373,526	37,908	0	0	-8,000	12,370,934	0	12,370,934
Homestead Credits									34

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	1,087,259	12,370,934	12,370,934	0	0

FY 2025 TIF Revenue Received: 340,267

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY SOUTH POINTE HOUSING (31050)
 TIF Taxing District Name: DUBUQUE CITY AG/DBQ COMM SCH/UR 117 INCREMENT
 TIF Taxing District Inc. Number: 310548
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2020
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2030

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2017

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	146,529	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY SOUTH POINTE HOUSING (31050)
 TIF Taxing District Name: DUBUQUE TWP/DBQ COMM SCH/UR 117 INCREMENT
 TIF Taxing District Inc. Number: 310550
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2020
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2030

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2017

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY SOUTH POINTE HOUSING (31050)
 TIF Taxing District Name: TABLE MOUND TWP/DBQ COMM SCH/UR 117 INCREMENT
 TIF Taxing District Inc. Number: 310552
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2020
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2030

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2017

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY SOUTH POINTE HOUSING (31050)
 TIF Taxing District Name: VERNON TWP/DBQ COMM SCH/UR 117 INCREMENT
 TIF Taxing District Inc. Number: 310554
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2020
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2030

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2020

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	133,600	0	0	0	133,600	0	133,600
Taxable	0	0	88,263	0	0	0	88,263	0	88,263
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	104,030	29,570	29,570	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY SOUTH POINTE HOUSING (31050)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 120 INCREMENT
 TIF Taxing District Inc. Number: 310564
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2020
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2030

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2017

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	21,833	14,715	0	0	0	36,548	0	36,548
Taxable	0	10,118	11,188	0	0	0	21,306	0	21,306
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	29,756	6,792	6,787	5	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY SOUTH POINTE HOUSING (31050)
 TIF Taxing District Name: DUBUQUE CITY AG/DBQ COMM SCH/UR 120 INCREMENT
 TIF Taxing District Inc. Number: 310566
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2020
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2030

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2017

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	152	0	0	0	0	0	152	0	152
Taxable	109	0	0	0	0	0	109	0	109
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	180	0	0	0	0

FY 2025 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY DERBY GRANGE HOUSING URBAN RENEWAL
 UR Area Number: 31051

UR Area Creation Date: 02/2017

The primary objective for the Derby Grange Housing Urban Renewal Area is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined by Iowa Code Section 403.17(12).

UR Area Purpose:

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
DUBUQUE CITY/DBQ COMM SCH/UR 118 INCREMENT	310555	310556	0
DUBUQUE TWP/DBQ COMM SCH/UR 118 INCREMENT	310557	310558	1,760,983
DUBUQUE CITY AG/DBQ COMM SCH/UR 118 INCREMENT	310583	310584	0
DUBUQUE CITY/DBQ COMM SCH/UR 127 INCREMENT	310589	310590	7,703,882
DUBUQUE CITY AG/DBQ COMM SCH/UR 127 INCREMENT	310591	310592	0
DUBUQUE CITY/DBQ COMM SCH/UR 152 DERBY GRANGE (DUE6)	310667	310668	3,301,672
DUBUQUE CITY AG/DBQ COMM SCH UR 152 DERBY GRANGE (DUE6A)	310669	310670	0

Urban Renewal Area Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	27,737,894	0	0	0	-36,000	27,649,894	0	27,649,894
Taxable	0	12,854,537	0	0	0	-36,000	12,766,537	0	12,766,537
Homestead Credits									44

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024:	135,519	459,107	Amount of 07-01-2024 Cash Balance Restricted for LMI
TIF Revenue:	304,398		
TIF Sp. Revenue Fund Interest:	4,550		
Property Tax Replacement Claims	0		
Asset Sales & Loan Repayments:	0		
Total Revenue:	308,948		
Rebate Expenditures:	14,915		
Non-Rebate Expenditures:	0		
Returned to County Treasurer:	0		
Total Expenditures:	14,915		

TIF Sp. Rev. Fund Cash Balance as of 06-30-2025:	429,552	459,107	Amount of 06-30-2025 Cash Balance Restricted for LMI
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Projects For DUBUQUE CITY DERBY GRANGE HOUSING URBAN RENEWAL

Timberhyrst Water Main

Description:	Water Main for Derby
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Internal Expense

Description:	Legal Expenses
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

Developer Improvements

Description:	Fiber Conduit and VAults
Classification:	Residential property (classified residential)
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For DUBUQUE CITY DERBY GRANGE HOUSING URBAN RENEWAL

Internal Legal Expense

Debt/Obligation Type:	Internal Loans
Principal:	0
Interest:	0
Total:	0
Annual Appropriation?:	Yes
Date Incurred:	07/01/2017
FY of Last Payment:	2030

LMI Project TBD

Debt/Obligation Type:	Outstanding LMI Housing Obligations
Principal:	459,107
Interest:	0
Total:	459,107
Annual Appropriation?:	Yes
Date Incurred:	07/01/2018
FY of Last Payment:	2045

Series 2014B Timber Ridge Water

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	398,231
Interest:	0
Total:	398,231
Annual Appropriation?:	Yes
Date Incurred:	01/24/2017
FY of Last Payment:	2034

Internal Water Main

Debt/Obligation Type:	Internal Loans
Principal:	374,562
Interest:	0
Total:	374,562
Annual Appropriation?:	Yes
Date Incurred:	07/01/2016
FY of Last Payment:	2030

Developer Improvements

Debt/Obligation Type:	Internal Loans
Principal:	69,718
Interest:	0
Total:	69,718
Annual Appropriation?:	No
Date Incurred:	06/01/2019
FY of Last Payment:	2030

Non-Rebates For DUBUQUE CITY DERBY GRANGE HOUSING URBAN RENEWAL

TIF Expenditure Amount:	0
Tied To Debt:	Internal Water Main
Tied To Project:	Timberhyrst Water Main

Rebates For DUBUQUE CITY DERBY GRANGE HOUSING URBAN RENEWAL

Derby Grange LLC

TIF Expenditure Amount:	14,915
Rebate Paid To:	Derby Grange LLC
Tied To Debt:	Developer Improvements
Tied To Project:	Developer Improvements
Projected Final FY of Rebate:	2030

Income Housing For DUBUQUE CITY DERBY GRANGE HOUSING URBAN RENEWAL

Amount of FY 2025 expenditures that provide or aid in the provision of public improvements related to housing and residential development:	0
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Lots for low and moderate income housing:	0
Construction of low and moderate income housing:	0
Grants, credits or other direct assistance to low and moderate income families:	0
Payments to a low and moderate income housing fund established by the municipality, including matching funds for any state or federal moneys used for such purposes:	0
Other low and moderate income housing assistance:	0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY DERBY GRANGE HOUSING URBAN RENEWAL (31051)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 118 INCREMENT
 TIF Taxing District Inc. Number: 310556
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2020
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2030

UR Designation	
Slum	No
Blighted	No
Economic Development	04/2017

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY DERBY GRANGE HOUSING URBAN RENEWAL (31051)
 TIF Taxing District Name: DUBUQUE TWP/DBQ COMM SCH/UR 118 INCREMENT
 TIF Taxing District Inc. Number: 310558
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2020
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2030

UR Designation	
Slum	No
Blighted	No
Economic Development	04/2017

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	3,799,900	0	0	0	0	3,799,900	0	3,799,900
Taxable	0	1,760,983	0	0	0	0	1,760,983	0	1,760,983
Homestead Credits									6

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	42,656	1,760,983	1,760,983	0	0

FY 2025 TIF Revenue Received: 304,398

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY DERBY GRANGE HOUSING URBAN RENEWAL (31051)
 TIF Taxing District Name: DUBUQUE CITY AG/DBQ COMM SCH/UR 118 INCREMENT
 TIF Taxing District Inc. Number: 310584
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2020
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2030

UR Designation	
Slum	No
Blighted	No
Economic Development	04/2017

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY DERBY GRANGE HOUSING URBAN RENEWAL (31051)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 127 INCREMENT
 TIF Taxing District Inc. Number: 310590
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2020
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2030

UR Designation	
Slum	No
Blighted	No
Economic Development	04/2017

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	16,756,595	0	0	0	-25,200	16,694,995	0	16,694,995
Taxable	0	7,765,482	0	0	0	-25,200	7,703,882	0	7,703,882
Homestead Credits									38

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	95,454	7,703,882	7,703,882	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY DERBY GRANGE HOUSING URBAN RENEWAL (31051)
 TIF Taxing District Name: DUBUQUE CITY AG/DBQ COMM SCH/UR 127 INCREMENT
 TIF Taxing District Inc. Number: 310592
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2020
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2030

UR Designation	
Slum	No
Blighted	No
Economic Development	04/2017

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY DERBY GRANGE HOUSING URBAN RENEWAL (31051)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 152 DERBY GRANGE (DUE6)
 TIF Taxing District Inc. Number: 310668
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2020
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2030

UR Designation	
Slum	No
Blighted	No
Economic Development	04/2017

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	7,181,399	0	0	0	-10,800	7,154,999	0	7,154,999
Taxable	0	3,328,072	0	0	0	-10,800	3,301,672	0	3,301,672
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	78,098	3,301,672	3,301,672	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE CITY DERBY GRANGE HOUSING URBAN RENEWAL (31051)
 TIF Taxing District Name: DUBUQUE CITY AG/DBQ COMM SCH UR 152 DERBY GRANGE (DUE6A)
 TIF Taxing District Inc. Number: 310670
 TIF Taxing District Base Year: 2017
 FY TIF Revenue First Received: 2020
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2030

UR Designation	
Slum	No
Blighted	No
Economic Development	04/2017

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	0	0	0	0

FY 2025 TIF Revenue Received: 0

▲ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

Urban Renewal Area Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE - PERU ROAD (FLEXSTEEL)
 UR Area Number: 31054

UR Area Creation Date: 12/2017

UR Area Purpose:

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
DUBUQUE CITY/DBQ COMM SCH/UR132 INCREMENT	310601	310602	0

Urban Renewal Area Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024: 0 0 **Amount of 07-01-2024 Cash Balance Restricted for LMI**

TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	0

Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2025: 0 0 **Amount of 06-30-2025 Cash Balance Restricted for LMI**

▲ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

This URA is not in effect and has been repealed.

256 Characters Left

Sum of Private Investment Made Within This Urban Renewal Area
during FY 2025

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: DUBUQUE - PERU ROAD (FLEXSTEEL) (31054)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR132 INCREMENT
 TIF Taxing District Inc. Number: 310602
 TIF Taxing District Base Year: 2018
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	0	0	0	0

FY 2025 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: SKY BLUE HOUSING URBAN RENEWAL
 UR Area Number: 31057

UR Area Creation Date: 08/2019

UR Area Purpose: The primary objective for the Sky Blue Housing Urban Renewal Area is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined by Iowa Code Section 403.17(12).

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
DUBUQUE CITY/DUBUQUE SCH/UR 140 INCREMENT	310633	310634	0

Urban Renewal Area Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024: 0 0 **Amount of 07-01-2024 Cash Balance Restricted for LMI**

TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	0

Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2025: 0 0 **Amount of 06-30-2025 Cash Balance Restricted for LMI**

Projects For SKY BLUE HOUSING URBAN RENEWAL

Public Improvements

Description:	Fiber conduit, water tower, street extension and repair, public park
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: SKY BLUE HOUSING URBAN RENEWAL (31057)
 TIF Taxing District Name: DUBUQUE CITY/DUBUQUE SCH/UR 140 INCREMENT
 TIF Taxing District Inc. Number: 310634
 TIF Taxing District Base Year: 2019
 FY TIF Revenue First Received: 2021
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2031

UR Designation	
Slum	No
Blighted	No
Economic Development	08/2019

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	0	0	0	0

FY 2025 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: RADFORD ROAD ECONOMIC DEVELOPMENT
 UR Area Number: 31058

UR Area Creation Date: 09/2020

UR Area Purpose: The primary objective for the Radford Road Housing Urban Renewal Area is to stimulate, through public involvement and commitment, private investment in new low-income and mixed-housing and residential development.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
DUBUQUE CITY/DBQ COMM SCH/UR 144 INCREMENT	310641	310642	2,703,060

Urban Renewal Area Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	7,787,600	0	0	0	0	7,787,600	0	7,787,600
Taxable	0	3,608,991	0	0	0	0	3,608,991	0	3,608,991
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024: 0 0 **Amount of 07-01-2024 Cash Balance Restricted for LMI**

TIF Revenue:	32,162
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	32,162

Rebate Expenditures:	32,888
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	32,888

TIF Sp. Rev. Fund Cash Balance as of 06-30-2025: -726 0 **Amount of 06-30-2025 Cash Balance Restricted for LMI**

Projects For RADFORD ROAD ECONOMIC DEVELOPMENT

Gardens of Dubuque

Description:	rebates associated with housing creation
Classification:	Low and Moderate Income Housing
Physically Complete:	Yes
Payments Complete:	No

Debts/Obligations For RADFORD ROAD ECONOMIC DEVELOPMENT

Gardens of Dubuque LLC

Debt/Obligation Type:	Rebates
Principal:	495,029
Interest:	0
Total:	495,029
Annual Appropriation?:	Yes
Date Incurred:	09/28/2020
FY of Last Payment:	2039

Rebates For RADFORD ROAD ECONOMIC DEVELOPMENT

Gardens of Dubuque LLC

TIF Expenditure Amount:	32,888
Rebate Paid To:	Gardens of Dubuque LLC
Tied To Debt:	Gardens of Dubuque LLC
Tied To Project:	Gardens of Dubuque
Projected Final FY of Rebate:	2039

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: RADFORD ROAD ECONOMIC DEVELOPMENT (31058)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 144 INCREMENT
 TIF Taxing District Inc. Number: 310642
 TIF Taxing District Base Year: 2019
 FY TIF Revenue First Received: 2024
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2044

UR Designation	
Slum	No
Blighted	No
Economic Development	09/2020

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	7,787,600	0	0	0	0	7,787,600	0	7,787,600
Taxable	0	3,608,991	0	0	0	0	3,608,991	0	3,608,991
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	5,084,540	2,703,060	2,703,060	0	0

FY 2025 TIF Revenue Received: 32,162

▲ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

Urban Renewal Area Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: NORTH GRANDVIEW ESTATES HOUSING URBAN RENEWAL
 UR Area Number: 31060

UR Area Creation Date: 02/2021

The primary objective for the North Grandview Estates Housing Urban Renewal Area is to stimulate, through public involvement and commitment, private investment in new housing and residential development as defined by Iowa Code Section 403.17(12).

UR Area Purpose:

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
DUBUQUE CITY/DBQ COMM SCH/UR 160 NORTH GRANDVIEW ESTATES INCREMENT	310689	310690	1,334,598

Urban Renewal Area Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	2,904,100	0	0	0	-8,000	2,892,850	0	2,892,850
Taxable	0	1,345,848	0	0	0	-8,000	1,334,598	0	1,334,598
Homestead Credits									6

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024:	-4,803	0	Amount of 07-01-2024 Cash Balance Restricted for LMI
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TIF Revenue:	35,259
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	35,259

Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2025:	30,456	22,458	Amount of 06-30-2025 Cash Balance Restricted for LMI
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Projects For NORTH GRANDVIEW ESTATES HOUSING URBAN RENEWAL

Public Improvements

Description:	Fiber conduit, retaining wall, curb underdrain
Classification:	Residential property (classified residential)
Physically Complete:	No
Payments Complete:	No

Public Improvements

Description:	multipurpose trail construction
Classification:	Recreational facilities (lake development, parks, ball fields, trails)
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For NORTH GRANDVIEW ESTATES HOUSING URBAN RENEWAL

Developer Improvements

Debt/Obligation Type:	Rebates
Principal:	26,553
Interest:	0
Total:	26,553
Annual Appropriation?:	Yes
Date Incurred:	07/01/2021
FY of Last Payment:	2032

LMI Project TBD

Debt/Obligation Type:	Outstanding LMI Housing Obligations
Principal:	22,458
Interest:	0
Total:	22,458
Annual Appropriation?:	No
Date Incurred:	07/01/2024
FY of Last Payment:	2033

Income Housing For NORTH GRANDVIEW ESTATES HOUSING URBAN RENEWAL

Amount of FY 2025 expenditures that provide or aid in the provision of public improvements related to housing and residential development:	0
Lots for low and moderate income housing:	0
Construction of low and moderate income housing:	0
Grants, credits or other direct assistance to low and moderate income families:	0
Payments to a low and moderate income housing fund established by the municipality, including matching funds for any state or federal moneys used for such purposes:	0
Other low and moderate income housing assistance:	0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: NORTH GRANDVIEW ESTATES HOUSING URBAN RENEWAL (31060)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH/UR 160 NORTH GRANDVIEW ESTATES INCREMENT
 TIF Taxing District Inc. Number: 310690
 TIF Taxing District Base Year: 2021
 FY TIF Revenue First Received: 2024
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2034

UR Designation	
Slum	No
Blighted	No
Economic Development	02/2021

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	2,904,100	0	0	0	-8,000	2,892,850	0	2,892,850
Taxable	0	1,345,848	0	0	0	-8,000	1,334,598	0	1,334,598
Homestead Credits									6

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	1,525,120	1,334,598	1,334,598	0	0

FY 2025 TIF Revenue Received: 35,259

Urban Renewal Area Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: SWITCH HOMES HOUSING URBAN RENEWAL AREA
 UR Area Number: 31061

UR Area Creation Date:

UR Area Purpose:

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
DUBUQUE CITY/DBQ COMM SCH UR 163 (SWITCH HOMES HOUSING) INCREMENT	310695	310696	0
DUBUQUE CITY AG/DBQ COMM SCH UR 163 (SWITCH HOMES HOUSING) INCREMENT	310697	310698	0

Urban Renewal Area Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024:	0	0	Amount of 07-01-2024 Cash Balance Restricted for LMI						
TIF Revenue:	0								
TIF Sp. Revenue Fund Interest:	0								
Property Tax Replacement Claims	0								
Asset Sales & Loan Repayments:	0								
Total Revenue:	0								
Rebate Expenditures:	0								
Non-Rebate Expenditures:	0								
Returned to County Treasurer:	0								
Total Expenditures:	0								
TIF Sp. Rev. Fund Cash Balance as of 06-30-2025:	0	0	Amount of 06-30-2025 Cash Balance Restricted for LMI						

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: SWITCH HOMES HOUSING URBAN RENEWAL AREA (31061)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH UR 163 (SWITCH HOMES HOUSING)
 INCREMENT

TIF Taxing District Inc. Number: 310696

TIF Taxing District Base Year: 0

FY TIF Revenue First Received:

Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	0	0	0	0

FY 2025 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: SWITCH HOMES HOUSING URBAN RENEWAL AREA (31061)
 TIF Taxing District Name: DUBUQUE CITY AG/DBQ COMM SCH UR 163 (SWITCH HOMES HOUSING)
 INCREMENT

TIF Taxing District Inc. Number: 310698

TIF Taxing District Base Year: 0

FY TIF Revenue First Received:

Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	0	0	0	0

FY 2025 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: JOHN F. KENNEDY ROAD URBAN RENEWAL
 UR Area Number: 31062

UR Area Creation Date: 12/2022

UR Area Purpose: The primary goal of the Plan is to stimulate, through public involvement and commitment, private investment in new commercial development.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
DUBUQUE CITY/DBQ COMM SCH UR 164 (JOHN F KENNEDY) INCREMENT	310699	310700	0

Urban Renewal Area Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024: 0 0 **Amount of 07-01-2024 Cash Balance Restricted for LMI**

TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	0

Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2025: 0 0 **Amount of 06-30-2025 Cash Balance Restricted for LMI**

Projects For JOHN F. KENNEDY ROAD URBAN RENEWAL

Traffic Improvements at 32nd Street and JFK Road

Description:	Lane widening and installation of a traffic signal will improve traffic movements to support economic development projects.
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	No

Switch Development LLC

Description:	Commercial Development
Classification:	Commercial - office properties
Physically Complete:	No
Payments Complete:	No

Debts/Obligations For JOHN F. KENNEDY ROAD URBAN RENEWAL**JFK & 32nd St Intersection Improvements**

Debt/Obligation Type:	Internal Loans
Principal:	520,283
Interest:	0
Total:	520,283
Annual Appropriation?:	Yes
Date Incurred:	07/01/2023
FY of Last Payment:	2043

Switch Development LLC

Debt/Obligation Type:	Rebates
Principal:	126,000
Interest:	0
Total:	126,000
Annual Appropriation?:	Yes
Date Incurred:	02/07/2023
FY of Last Payment:	2035

◆ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

TIF Taxing District Data Collection

Local Government Name:	DUBUQUE (31G288)
Urban Renewal Area:	JOHN F. KENNEDY ROAD URBAN RENEWAL (31062)
TIF Taxing District Name:	DUBUQUE CITY/DBQ COMM SCH UR 164 (JOHN F KENNEDY) INCREMENT
TIF Taxing District Inc. Number:	310700
TIF Taxing District Base Year:	0
FY TIF Revenue First Received:	
Subject to a Statutory end date?	No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	0	0	0	0

FY 2025 TIF Revenue Received: 0

▲ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

Urban Renewal Area Data Collection

Local Government Name: DUBUQUE (31G288)
Urban Renewal Area: TWIN VALLEY URBAN RENEWAL
UR Area Number: 31063

UR Area Creation Date:

UR Area Purpose:

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
DUBUQUE CITY/DBQ COMM SCH UR 165 (TWIN VALLEY) INCREMENT	310701	310702	0

Urban Renewal Area Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024:	0	0	Amount of 07-01-2024 Cash Balance Restricted for LMI
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TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	0

Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2025:	0	0	Amount of 06-30-2025 Cash Balance Restricted for LMI
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TIF Taxing District Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: TWIN VALLEY URBAN RENEWAL (31063)
 TIF Taxing District Name: DUBUQUE CITY/DBQ COMM SCH UR 165 (TWIN VALLEY) INCREMENT
 TIF Taxing District Inc. Number: 310702

TIF Taxing District Base Year:	0	UR Designation	
FY TIF Revenue First Received:		Slum	No
Subject to a Statutory end date?	No	Blighted	No
		Economic Development	No

TIF Taxing District Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2025	0	0	0	0	0

FY 2025 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: MOUNT PLEASANT PLACE HOUSING URBAN RENEWAL
 UR Area Number: 31064

UR Area Creation Date: 08/2024

UR Area Purpose: The primary goal of the Area is to stimulate, through public involvement and commitment, private investment in new low and moderate income (LMI) housing and residential development as defined by the Iowa Code Section 403.17(12).

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
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Urban Renewal Area Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024:	0	0	Amount of 07-01-2024 Cash Balance Restricted for LMI
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TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	0

Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2025:	0	0	Amount of 06-30-2025 Cash Balance Restricted for LMI
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Projects For MOUNT PLEASANT PLACE HOUSING URBAN RENEWAL

Habitat for Humanity

Description:	Rebate associated with construction of 16 LMI single family homes
Classification:	Residential property (classified residential)
Physically Complete:	No
Payments Complete:	No

◆ Annual Urban Renewal Report, Fiscal Year 2024 - 2025

Urban Renewal Area Data Collection

Local Government Name: DUBUQUE (31G288)
 Urban Renewal Area: EMRI URBAN RENEWAL
 UR Area Number: 31066

UR Area Creation Date: 11/2023

UR Area Purpose: The purpose of this area is to create affordable and mixed-income housing within the community to enhance economic development activities.

Tax Districts within this Urban Renewal Area

	Base No.	Increment No.	Increment Value Used
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Urban Renewal Area Value by Class - 1/1/2023 for FY 2025

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2024:	0	0	Amount of 07-01-2024 Cash Balance Restricted for LMI
---	----------	----------	---

TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	0

Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2025:	0	0	Amount of 06-30-2025 Cash Balance Restricted for LMI
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Projects For EMRI URBAN RENEWAL

Emri Apartments

Description:	Rebate associated with construction of 48 LMI housing units
Classification:	Commercial - apartment/condos (residential use, classified commercial)
Physically Complete:	No
Payments Complete:	No

**City of Dubuque
City Council**

CONSENT ITEMS # 7.

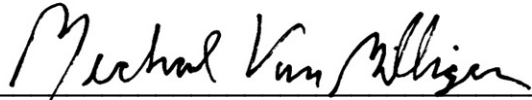
ITEM TITLE:	FY 2027 Annual Tax Increment Financing Report
SUMMARY:	City Manager transmitting the Annual Tax Increment Financing Report that has been filed with the Dubuque County Auditor.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. FY27_County_TIF_Report_-_MVM_Memo_2025_11_21
2. FY27 County TIF Staff Memo_2025_11_21
3. FY 2027 County TIF Report

TO: The Honorable Mayor and City Council Members
FROM: Michael C. Van Milligen, City Manager
SUBJECT: FY 2027 Annual Tax Increment Financing Report
DATE: November 21, 2025

Chief Financial Officer Jennifer Larson is transmitting the Annual Tax Increment Financing Report that has been filed with the Dubuque County Auditor.



Michael C. Van Milligen

MCVM/jml
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer
Jill Connors, Economic Development Director
Joe Link, Economic Development Financial Specialist



TO: Michael C. Van Milligen, City Manager
FROM: Jennifer Larson, Chief Financial Officer
SUBJECT: FY 2027 Annual Tax Increment Financing Report
DATE: November 21, 2025

The Annual Tax Increment Financing Report for FY 2027 has been filed with the Dubuque County Auditor pursuant to the Code of Iowa, Section 403.19(2). This report includes all cumulative expenditures eligible for tax increment reimbursement for each TIF district.

Should you have questions on the attached report, please feel free to contact me.

Thank you.

JML
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director
Joe Link, Economic Development Financial Specialist

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Revenue Is Requested
Use One Certification Per Urban Renewal Area

City: Dubuque County: Dubuque

Urban Renewal Area Name: Derby Grange Rustic Point Urban Renewal Area

Urban Renewal Area Number: 31051 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which will qualify for payment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 322,152

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax revenue in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the special TIF fund of City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax revenue by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax revenue is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax revenue received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax revenue received from the County Treasurer.)

Notes/Additional Information:

Dated this 21 day of November, 2025


Signature of Authorized Official 563-589-4322
Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Dubuque County: Dubuque

Urban Renewal Area Name: Derby Grange Rustic Point Urban Renewal Area

Urban Renewal Area Number: 31051 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. FY25 Low and Moderate Income TIF requirement	07/01/2024	322,152
Project TBD		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
2.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
3.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
4.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
5.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 322,152

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

Provide sufficient detail so that the County Auditor will know how to specially administer your request. For example, you could have multiple indebtedness certifications in the Urban Renewal Area, and the County Auditor would need to know which particular indebtedness certification(s) to reduce. If rebate agreements are involved with a reduction, and the County has segregated the rebate property into separate TIF Increment taxing districts, provide the five-digit county increment taxing district numbers for reference.

Page 300 of 1214

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Revenue Is Requested
Use One Certification Per Urban Renewal Area

City: Dubuque County: Dubuque

Urban Renewal Area Name: Dubuque Industrial Center Economic Development District

Urban Renewal Area Number: 31002 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which will qualify for payment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 5,920,002

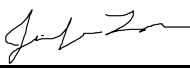
*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax revenue in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the special TIF fund of City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax revenue by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax revenue is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax revenue received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax revenue received from the County Treasurer.)

Notes/Additional Information:

Dated this 21 day of November, 2025

 563-589-4322
Signature of Authorized Official Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Dubuque County: Dubuque

Urban Renewal Area Name: Dubuque Industrial Center Economic Development District

Urban Renewal Area Number: 31002 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. Internal Loan - County Farm Legal/Stormwater/Consulting	07/01/2024	3,265
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
2. Economic Development - Tri-State Quality Metal Wilming Investments Increased Assessed Value	07/01/2024	17,422
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
3. Internal Loan - Greater Dubuque Development Corporation FY25	07/01/2024	371,500
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
4. Economic Development - Roasting Solutions Increased Assessed Value	07/01/2024	7,408
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
5. Economic Development - Roasting Solutions Increased Assessed Value	07/01/2024	93,060
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 492,655

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Dubuque County: Dubuque

Urban Renewal Area Name: Dubuque Industrial Center Economic Development District

Urban Renewal Area Number: 31002 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
6. <u>Economic Development Agreement - Simmons Pet Food</u> <u>Increases Assessed Value</u> ☒ 'X' this box if a rebate agreement. List administrative details on lines above.	<u>07/01/2024</u>	<u>27,130</u>
7. <u>Economic Development Agreement - Medline</u> <u>Increases Assessed Value</u> ☒ 'X' this box if a rebate agreement. List administrative details on lines above.	<u>07/01/2024</u>	<u>420,490</u>
8. <u>Economic Development Agreement - Giese III</u> <u>Increases Assessed Value</u> ☒ 'X' this box if a rebate agreement. List administrative details on lines above.	<u>07/01/2024</u>	<u>861,147</u>
9. <u>Economic Development Agreement - Green Industrial Supply II</u> <u>Increases Assessed Value</u> ☒ 'X' this box if a rebate agreement. List administrative details on lines above.	<u>07/01/2024</u>	<u>1,017,590</u>
10. <u>Economic Development Agreement - Walter Development</u> <u>Increases Assessed Value</u> ☐ 'X' this box if a rebate agreement. List administrative details on lines above.	<u>07/01/2024</u>	<u>3,100,990</u>

If more indebtedness entry lines are needed continue to Form 1.1 Page 3.

Total For City TIF Form 1.1 Page 2: 5,427,347

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

Provide sufficient detail so that the County Auditor will know how to specially administer your request. For example, you could have multiple indebtedness certifications in the Urban Renewal Area, and the County Auditor would need to know which particular indebtedness certification(s) to reduce. If rebate agreements are involved with a reduction, and the County has segregated the rebate property into separate TIF Increment taxing districts, provide the five-digit county increment taxing district numbers for reference.

Signature of Authorized Official

Telephone

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Revenue Is Requested
Use One Certification Per Urban Renewal Area

City: Dubuque County: Dubuque

Urban Renewal Area Name: Dubuque Industrial Center/South Economic Development District (Tech Park)

Urban Renewal Area Number: 31018 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which will qualify for payment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 0

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax revenue in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the special TIF fund of City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax revenue by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax revenue is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax revenue received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax revenue received from the County Treasurer.)

Notes/Additional Information:

Dated this 21 day of November, 2025

Signature of Authorized Official Telephone 563-589-4322

City: Dubuque County: Dubuque

Urban Renewal Area Name: Dubuque Industrial Center/South Economic Development District (Tech Park)

Urban Renewal Area Number: 31018 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above, the City has reduced previously certified indebtedness, by reason other than application of TIF increment tax revenue received from the County Treasurer, by the total amount as shown below.

Provide sufficient detail so that the County Auditor will know how to specially administer your request. For example, you could have multiple indebtedness certifications in the Urban Renewal Area, and the County Auditor would need to know which particular indebtedness certification(s) to reduce. If rebate agreements are involved with a reduction, and the County has segregated the rebate property into separate TIF Increment taxing districts, provide the five-digit county increment taxing district numbers for reference.

Individual TIF Indebtedness Type/Description/Details:	Amount Reduced:
Interest earnings	6,542
Economic Development Grant - Rockfarm Holdings - Assessment Decrease	57,824
Total Reduction In Indebtedness For This Urban Renewal Area:	64,366

Dated this 21 day of November, 2025

	563-589-4322
Signature of Authorized Official	Telephone

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Revenue Is Requested
Use One Certification Per Urban Renewal Area

City: Dubuque County: Dubuque

Urban Renewal Area Name: English Ridge Urban Renewal Area

Urban Renewal Area Number: 31048 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which will qualify for payment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 1,109

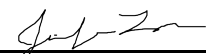
*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax revenue in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the special TIF fund of City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax revenue by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax revenue is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax revenue received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax revenue received from the County Treasurer.)

Notes/Additional Information:

Dated this 21 day of November, 2025

 563-589-4322
Signature of Authorized Official Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Dubuque County: Dubuque

Urban Renewal Area Name: English Ridge Urban Renewal Area

Urban Renewal Area Number: 31048 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. Internal Loan - CIWA /English Pump	07/01/2024	1,109
Adjust to actual		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
2.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
3.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
4.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
5.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 1,109

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

Provide sufficient detail so that the County Auditor will know how to specially administer your request. For example, you could have multiple indebtedness certifications in the Urban Renewal Area, and the County Auditor would need to know which particular indebtedness certification(s) to reduce. If rebate agreements are involved with a reduction, and the County has segregated the rebate property into separate TIF Increment taxing districts, provide the five-digit county increment taxing district numbers for reference.


563-589-4322

 Signature of Authorized Official Telephone

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Revenue Is Requested
Use One Certification Per Urban Renewal Area

City: Dubuque County: Dubuque

Urban Renewal Area Name: Greater Downtown Urban Renewal Project

Urban Renewal Area Number: 31033 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which will qualify for payment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ **6,832,811**

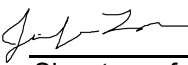
*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax revenue in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the special TIF fund of City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax revenue by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax revenue is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax revenue received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax revenue received from the County Treasurer.)

Notes/Additional Information:

Dated this 21 day of November, 2025

 563-589-4322
Signature of Authorized Official Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Dubuque County: Dubuque

Urban Renewal Area Name: Greater Downtown Urban Renewal Project

Urban Renewal Area Number: 31033 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. Internal Loan - Downtown Loan Pool - Building Facades	07/01/2024	70,403
Additional Funding		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
2. Internal Loan - Miscellaneous	07/01/2024	33,038
Legal Fees		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
3. Internal Loan - Federal Building Renovation	07/01/2024	17,542
Renovation		
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
4. Economic Development Agreement - 44 Main LLC	07/01/2024	176,322
Increased assessment		
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
5. Economic Development Agreement - Roshek Building	07/01/2024	1,202,158
Increased assessment		
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 1,499,463

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Dubuque County: Dubuque

Urban Renewal Area Name: Greater Downtown Urban Renewal Project

Urban Renewal Area Number: 31033 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
6. Internal Loan - Julien Hotel	07/01/2024	89,166
Additional Funding		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
7. Internal Loan - Downtown Housing Incentives	07/01/2024	40,000
Downtown Housing Grants		
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
8. Economic Development Agreement -Caradco	07/01/2024	93,471
Increased Assessment		
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
9. Economic Development Agreement -Bonson Block	07/01/2024	11,987
Increased Assessment		
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
10. Economic Development Agreement - Plastic Center	07/01/2024	8,296
Increased Assessment		
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 3.

Total For City TIF Form 1.1 Page 2: 242,920

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Dubuque County: Dubuque

Urban Renewal Area Name: Greater Downtown Urban Renewal Project

Urban Renewal Area Number: 31033 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
11. <u>Economic Development Agreement - Linseed Oil - Betty Building</u> <u>Increased Assessment</u> ☐ 'X' this box if a rebate agreement. List administrative details on lines above.	<u>07/01/2024</u>	<u>18,126</u>
12. <u>Economic Development Agreement - Novelty Ironworks</u> <u>Increased Assessment</u> ☒ 'X' this box if a rebate agreement. List administrative details on lines above.	<u>07/01/2024</u>	<u>320,034</u>
13. <u>Internal Loan - Multicultural Family Center</u> <u>Small Buisness Grant Administration \$12,000</u> ☒ 'X' this box if a rebate agreement. List administrative details on lines above.	<u>07/01/2024</u>	<u>15,960</u>
14. <u>Internal Loan - IFA Trust Match</u> <u>Additional Funding</u> ☐ 'X' this box if a rebate agreement. List administrative details on lines above.	<u>07/01/2024</u>	<u>62,583</u>
15. <u>Economic Development Agreement - Barker Financial</u> <u>Increased Assessment</u> ☐ 'X' this box if a rebate agreement. List administrative details on lines above.	<u>07/01/2024</u>	<u>15,375</u>

If more indebtedness entry lines are needed continue to Form 1.1 Page 4.

Total For City TIF Form 1.1 Page 3: 432,078

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Dubuque County: Dubuque

Urban Renewal Area Name: Greater Downtown Urban Renewal Project

Urban Renewal Area Number: 31033 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
16. Internal Loan - Riverfront Leasehold Improvements	07/01/2024	65,068
Additional Funding		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
17. Economic Development Agreement - Downtown ADA Assistance	07/01/2024	5,000
Increased Assessment		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
18. Internal Loan -Central Ave Corridor Initiatives	07/01/2024	176,856
Additional Funding		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
19. Internal Loan -Downtown Street Lights	07/01/2024	86,097
Additional Funding		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
20. Economic Development Agreement - Spahn & Rose	07/01/2024	67,582
Increased Assessment		
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		

Total For City TIF Form 1.1 Page 4: 400,603

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Dubuque County: Dubuque

Urban Renewal Area Name: Greater Downtown Urban Renewal Project

Urban Renewal Area Number: 31033 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:		Date Approved*:	Total Amount:
21	Internal Loan -Grand River Center Additional Funding ☐ 'X' this box if a rebate agreement. List administrative details on lines above.	07/01/2024	6,235
22	Internal Loan - Jackson Park Amenities Additional Funding ☐ 'X' this box if a rebate agreement. List administrative details on lines above.	07/01/2024	22,743
23	Economic Development Agreement - Marquette Hall LLC Increased assessment ☒ 'X' this box if a rebate agreement. List administrative details on lines above.	07/01/2024	3,098
24	Economic Development Agreement - METX LLC Increased assessment ☒ 'X' this box if a rebate agreement. List administrative details on lines above.	07/01/2024	283,362
25	Economic Development Agreement - Three Amigos LLC Increased Assessment ☐ 'X' this box if a rebate agreement. List administrative details on lines above.	07/01/2024	31,487

Total For City TIF Form 1.1 Page 5: 346,925

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEARCity: Dubuque County: DubuqueUrban Renewal Area Name: Greater Downtown Urban Renewal ProjectUrban Renewal Area Number: 31033 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
26 Internal Loan -Municipal Parking Lots	<u>07/01/2024</u>	<u>23,682</u>
Additional Funding		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
27 Internal Loan -Parking Ramp OCC	<u>07/01/2024</u>	<u>30,413</u>
Additional Funding		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
28 Internal Loan -South Port Development	<u>07/01/2024</u>	<u>277</u>
Additional Funding		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
29 Economic Development Agreement - Prairie Farms	<u>07/01/2024</u>	<u>32,816</u>
Increased assessment		
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
30 Blum Site \$1596	<u>07/01/2023</u>	<u>3,823,634</u>
Green House Gas \$15		
Dupaco Rebate \$3,311,663		
Major Ramp Maint \$495,336		
Public Electric Chargers \$15,023		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

Total For City TIF Form 1.1 Page 6: 3,910,822

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Revenue Is Requested
Use One Certification Per Urban Renewal Area

City: Dubuque County: Dubuque

Urban Renewal Area Name: John F. Kennedy Road

Urban Renewal Area Number: 310700 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which will qualify for payment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 126,000

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax revenue in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the special TIF fund of City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax revenue by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax revenue is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax revenue received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax revenue received from the County Treasurer.)

Notes/Additional Information:

Dated this 21 day of November, 2025

 563-589-4322
Signature of Authorized Official Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Dubuque

County: Dubuque

Urban Renewal Area Name: John F. Kennedy Road

Urban Renewal Area Number: 310700 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. <u>Economic Development Rebate - Switch Development LLC</u> <u>10 Year Rebate</u>	<u>07/01/2024</u>	<u>126,000</u>
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
2. _____		

☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
3. _____		

☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____		

☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____		

☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1:

126,000

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

Provide sufficient detail so that the County Auditor will know how to specially administer your request. For example, you could have multiple indebtedness certifications in the Urban Renewal Area, and the County Auditor would need to know which particular indebtedness certification(s) to reduce. If rebate agreements are involved with a reduction, and the County has segregated the rebate property into separate TIF Increment taxing districts, provide the five-digit county increment taxing district numbers for reference.


Signature of Authorized Official

563-589-4322
Telephone

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Revenue Is Requested
Use One Certification Per Urban Renewal Area

City: Dubuque County: Dubuque

Urban Renewal Area Name: Lake Ridge

Urban Renewal Area Number: 31046 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which will qualify for payment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 0

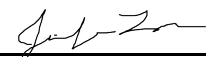
*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax revenue in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the special TIF fund of City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax revenue by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax revenue is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax revenue received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax revenue received from the County Treasurer.)

Notes/Additional Information:

Dated this 21 day of November, 2025

 563-589-4322
Signature of Authorized Official Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Dubuque County: Dubuque

Urban Renewal Area Name: Lake Ridge

Urban Renewal Area Number: 31046 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. _____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
2. _____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
3. _____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 0

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

SPECIFIC DOLLAR REQUEST FOR AVAILABLE TIF INCREMENT TAX REVENUE FOR NEXT FISCAL YEAR
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year
Where Less Than The Maximum TIF Increment Revenue Is Requested
Use One Certification Per Urban Renewal Area

City: Dubuque County: Dubuque

Urban Renewal Area Name: Lake Ridge

Urban Renewal Area Number: 31046 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the next fiscal year and for the Urban Renewal Area within the City and County named above, the City requests less than the maximum available TIF increment tax revenue as detailed below.

Provide sufficient detail so that the County Auditor will know how to specifically administer your request. For example you may have multiple indebtedness certifications in an Urban Renewal Area, and want the maximum revenue for rebate agreement property that the County has segregated into separate taxing districts, but only want a portion of the available increment from the remainder of the taxing districts in the Area.

Specific Instructions To County Auditor For Administering The Request That This Urban Renewal Area Generate Less Than The Maximum Available TIF Increment Revenue:	Amount Requested:
<u>Rebate completed in 2024. No Revenue in FY 2027.</u>	<u>0</u>
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Dated this 21 day of November, 2025

 563-589-4322
Signature of Authorized Official Telephone

Provide sufficient detail so that the County Auditor will know how to specially administer your request. For example, you could have multiple indebtedness certifications in the Urban Renewal Area, and the County Auditor would need to know which particular indebtedness certification(s) to reduce. If rebate agreements are involved with a reduction, and the County has segregated the rebate property into separate TIF Increment taxing districts, provide the five-digit county increment taxing district numbers for reference.


Signature of Authorized Official

563-589-4322
Telephone

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Revenue Is Requested
Use One Certification Per Urban Renewal Area

City: Dubuque County: Dubuque

Urban Renewal Area Name: North Cascade Road Housing Urban Renewal Area

Urban Renewal Area Number: 31047 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which will qualify for payment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 0

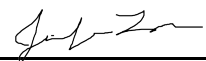
*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax revenue in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the special TIF fund of City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax revenue by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax revenue is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax revenue received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax revenue received from the County Treasurer.)

Notes/Additional Information:

Dated this 21 day of November, 2025

 563-589-4322
Signature of Authorized Official Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Dubuque County: Dubuque

Urban Renewal Area Name: North Cascade Road Housing Urban Renewal Area

Urban Renewal Area Number: 31047 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. _____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
2. _____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
3. _____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 0

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

Provide sufficient detail so that the County Auditor will know how to specially administer your request. For example, you could have multiple indebtedness certifications in the Urban Renewal Area, and the County Auditor would need to know which particular indebtedness certification(s) to reduce. If rebate agreements are involved with a reduction, and the County has segregated the rebate property into separate TIF Increment taxing districts, provide the five-digit county increment taxing district numbers for reference.

John Z... 563-589-4322
Signature of Authorized Official Telephone

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Revenue Is Requested
Use One Certification Per Urban Renewal Area

City: Dubuque County: Dubuque

Urban Renewal Area Name: North Grandview Urban Renewal Area

Urban Renewal Area Number: 31060 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which will qualify for payment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 22,458

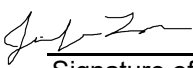
*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

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A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax revenue received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax revenue received from the County Treasurer.)

Notes/Additional Information:

Dated this 21 day of November, 2025

 563-589-4322
Signature of Authorized Official Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Dubuque County: Dubuque

Urban Renewal Area Name: North Grandview Urban Renewal Area

Urban Renewal Area Number: 31060 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. <u>LMI - Projects TBD</u>	<u>07/01/2024</u>	<u>22,458</u>
<u></u>		
<u></u>		
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☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 22,458

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

Provide sufficient detail so that the County Auditor will know how to specially administer your request. For example, you could have multiple indebtedness certifications in the Urban Renewal Area, and the County Auditor would need to know which particular indebtedness certification(s) to reduce. If rebate agreements are involved with a reduction, and the County has segregated the rebate property into separate TIF Increment taxing districts, provide the five-digit county increment taxing district numbers for reference.

J. L. Z.

Signature of Authorized Official

Telephone 563-589-4322

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Revenue Is Requested
Use One Certification Per Urban Renewal Area

City: Dubuque County: Dubuque

Urban Renewal Area Name: Radford Road Economic Development

Urban Renewal Area Number: 31058 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which will qualify for payment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 0

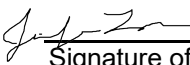
*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax revenue in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the special TIF fund of City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax revenue by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax revenue is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax revenue received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax revenue received from the County Treasurer.)

Notes/Additional Information:

Dated this 11th day of November, 2024

 563-589-4322
Signature of Authorized Official Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Dubuque County: Dubuque

Urban Renewal Area Name: Radford Road Economic Development

Urban Renewal Area Number: 31058 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. <u>Economic Development Gardens of Dubuque LLC</u>		
<u>15 Year Development Agreement</u>		
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
2. _____		

☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
3. _____		

☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____		

☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____		

☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 0

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

Provide sufficient detail so that the County Auditor will know how to specially administer your request. For example, you could have multiple indebtedness certifications in the Urban Renewal Area, and the County Auditor would need to know which particular indebtedness certification(s) to reduce. If rebate agreements are involved with a reduction, and the County has segregated the rebate property into separate TIF Increment taxing districts, provide the five-digit county increment taxing district numbers for reference.

John Doe 563-589-4322

Signature of Authorized Official Telephone

CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Revenue Is Requested
Use One Certification Per Urban Renewal Area

City: Dubuque County: Dubuque

Urban Renewal Area Name: South Pointe Urban Renewal Area

Urban Renewal Area Number: 31050 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which will qualify for payment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ 59,166

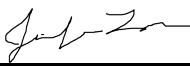
*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax revenue in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the special TIF fund of City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax revenue by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax revenue is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax revenue received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax revenue received from the County Treasurer.)

Notes/Additional Information:

Dated this 21 day of November, 2025


Signature of Authorized Official 563-589-4322
Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: Dubuque County: Dubuque

Urban Renewal Area Name: South Pointe Urban Renewal Area

Urban Renewal Area Number: 31050 (Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. _____ _____ _____ _____	_____	_____
☒ 'X' this box if a rebate agreement. List administrative details on lines above.		
2. <u>LMI</u> <u>Projects TBD</u> _____ _____ _____	<u>07/01/2024</u>	<u>59,166</u>
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
3. _____ _____ _____ _____	_____	_____
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
4. _____ _____ _____ _____	_____	_____
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
5. _____ _____ _____ _____	_____	_____
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 59,166

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

**City of Dubuque
City Council**

CONSENT ITEMS # 8.

ITEM TITLE:	bizTimes.biz Article on Building Permits
SUMMARY:	City Manager providing a copy of a bizTimes.biz article highlighting the increase in building permits issued.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. Dubuque sees uptick in number

BUSINESS

FINANCE

HEALTH

HUMAN RESOURCES

PEOPLE

EVENTS

GALLERIES

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6,745.2

Nasdaq 100

24,907.2

Alliant Energy

67.93 ^D

Black Hills Corp

71.64 ^D

TradingView

82.61 ^D

HOME

FEATURED STORY

LATEST ISSUE

Dubuque sees uptick in number, value of building permits



November 2025

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Construction continues on the new hangars and parking lot at the Edward Babka Center at Dubuque Regional Airport on 11000 Airport Road.

POSTED BY: BY DANIEL BETHERS DANIEL.BETHERS@THMEDIA.COM JULY 17, 2025

The number of Dubuque construction projects is trending upward so far this year, representing a significant private investment in the community.

In the first six months of 2025, the city of Dubuque issued a total of 872 building permits, up from 803 in the first half of 2024. Their construction value was roughly \$89.8 million, compared to \$81.7 million this time last year.

“(Our office) has had a really good 12-month period,” said Ben Pothoff, a city deputy code official. “We’ve just wrapped up our fiscal year and I know, based on our (fee) revenue numbers, we’ve far exceeded our budget. Some years are up, some years are down. It’s hard to guess where we’ll be each year, but we’ve had large projects coming through that have boosted that value. This past year has been no different.”

City-issued building permits are required for a variety of private, public and commercial projects. The majority of permits issued are usually for minor residential projects, and 2025 is no exception. However, Pothoff noted that anecdotally, he’s seen an increase in larger residential projects with the City Council’s new pro-incentive philosophy.

Other large permits are usually commercial.

The largest permit awarded so far this year was for \$9.92 million worth of construction at 11000 Airport Road. The project will construct a new 43,000-square-foot hangar building and parking lot for University of Dubuque’s Edward Babka Aviation Learning Center.

ATEST CHAMBER
QUARTERLY



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AP WIRE



NOVEMBER 25, 2025

US retail sales
rose slightly in
close close

The project is just another piece in the university's quest to teach more aviation students during a national shortage of pilots.

"As a result (of this shortage), the University of Dubuque, like most flight schools across the country, is growing rapidly," University of Dubuque Director of Aviation Randy Warm said. "We've almost doubled our student population since 2022."

As part of the upgrade, which has multiple funding sources, a new learning space will be added to Babka Aviation Learning Center featuring more office space; areas for student-instructor briefings; and advanced simulators, including virtual reality and jet aircraft training.

With the change, the university is increasing its faculty and staff to occupy the new space. A new parking lot by the learning center and the hangar will remove the need to shuttle students and staff across the airport.

The next largest permit is an \$8.3 million expansion of an Alliant Energy power substation at 1853 Finley St.

"As the community's energy needs have grown over the years, Alliant Energy has explored various options to safely and reliably meet load growth," the company said in a statement. "We performed a comprehensive review to discover how to provide the greatest benefits and keep costs as low as possible for customers. It was determined that a larger substation is needed. We decided to rebuild the substation in place to expand capacity and capability. This will enable us to meet customer needs today and help us build a strong, resilient energy future."

Alliant expects to complete the substation in mid-late 2026, if equipment deliveries remain on schedule.

Another large permit is a \$5.78 million mechanical upgrade at Irving Elementary School. It will ensure the entire school has access to air-conditioning and will

September, adding to months of big gains

WASHINGTON (AP) — Sales at U.S. retailers and restaurants increased modestly in September as resilient consumers moderated their spending after splurging over the summer. Sales...

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NOVEMBER
25, 2025

Most US stocks rise with hopes for lower interest rates, but a drop for Nvidia holds the market back



NOVEMBER
25, 2025

Best Buy ups sales outlook heading into holiday

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modernize the building's plumbing services, saving money in the long term.

"Having air conditioning in classrooms will be more conducive to a good learning environment for students and teachers," said Rob Powers, building and grounds manager for Dubuque Community Schools.

Overall, Greater Dubuque Development Corp. officials say they are pleased with the direction of the city's development so far this year.

"We have a much more diversified economy now than we have had in the last 40 years," said Rick Dickinson, president and CEO of GDDC "That bodes well for continued growth. ... There are a lot of communities up and down the Mississippi River, and none of them are doing better than Dubuque. I think the difference has got to be that we have such a high concentration of higher education in our market."

Dickinson said higher education makes Dubuque's workforce adaptable to the needs of large employers with intensive STEM needs, such as the production and design arm of John Deere's construction and forestry division, and drives migration to the region from surrounding areas.

"(Education is) a major force multiplier segment of our market," he said. "If we're able to make sure educated people have a job that's desirable and a place to live ... higher education gives us a number of bangs for our buck, both as an employer and as a cultural amenity."

GDDC has a goal for Dubuque County to achieve \$1 billion in cumulative commercial and residential construction over five years.

As of May, the area was at \$358 million in residential construction and \$517 million commercial in the past three years — a total of \$875 million with two years left.

shopping sea



NOVEMBER
24, 2025

Wall Street
points
higher to
kick off
holiday-
shortened
trading
week



NOVEMBER
24, 2025

Stores keep
prices down
in a tough
year for
turkeys.
Other
Thanksgivin
g foods may
cost more

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US retail sales rose slightly in
September, adding to months of big
gains

Most US stocks rise with hopes for
lower interest rates, but a drop for
Nvidia holds the market back

Best Buy ups sales outlook heading
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Efforts to bring children's museum to Dubuque in early stages

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Socks!**

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Bus'**

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Selling Animal
Socks**

Glosritystore

**Walgreens Hides
This \$1 Generic
Viagra - Here's
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**Seniors Born 1939-
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Benefits This
Month If They Ask**

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SEPTEMBER 4, 2025

**ModelOp new podcast about human
decision making in the age of AI**

AUGUST 7, 2025

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**City of Dubuque
City Council**

CONSENT ITEMS # 9.

ITEM TITLE:	Recommendation to Approve the Arts & Cultural Affairs Advisory Commission Grants Modification
SUMMARY:	City Manager recommending City Council approve the FY27 modifications as recommended by the Arts & Cultural Affairs Advisory Commission and the Arts & Cultural Affairs Advisory Commission Grants Committee.
SUGGESTED DISPOSITION:	Receive and File; Approve
ATTACHMENTS:	
	1. MVM Memo
	2. Staff Memo
	3. Grant Modifications

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Recommendation to Approve the Arts & Cultural Affairs Advisory Commission Grants Modification

DATE: November 21, 2025

Arts & Cultural Affairs Manager Bonnie Spurling is recommending City Council approve the FY27 modifications as recommended by the Arts & Cultural Affairs Advisory Commission and the Arts & Cultural Affairs Advisory Commission Grants Committee.

The following changes reflect the recommendations of the Arts & Culture Advisory Commission:

FY27 Modifications for Operating Support Grant Guidelines

- Funding modifications were added as an incentive for organizations to complete final reports in a timely manner.
New funding schedule:
 - Organizations who have completed their previous FY final report prior to Aug. 1, 2026
 - Funding will be processed August 1, 2026
 - Organizations who submit their previous FY final report August 2-31, 2026
 - Funding will be processed September 1, 2026

FY27 Modifications for Capacity Building Grant Guidelines

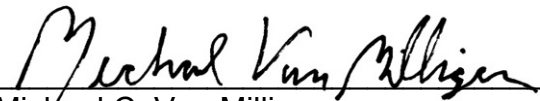
- The cash match requirement was adjusted from a 1:1 ratio to a 50% match to increase eligibility and participation among organizations and align with the Special Projects grant.
- The minimum grant request amount was reduced from \$4,000 to \$1,000 to allow for a broader pool of eligible applicants and to align more closely with the Special Projects grant.
- Funding modifications were added as an incentive for organizations to complete final reports in a timely manner.
New funding schedule:
 - Organizations who have completed their previous FY final report prior to Aug. 1, 2026
 - Funding will be processed August 1, 2026

- Organizations who submit their previous FY final report August 2-31, 2026
- Funding will be processed September 1, 2026

FY27 Modifications for Capacity Building Grant Application

- The Operating Support Eligibility Form was added to the application, which includes the National Taxonomy of Exempt Entities - Core Codes (NTEE-CC) Classification System, ensuring that funding is directed exclusively to qualifying arts organizations.

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
Bonnie Spurling, Arts & Cultural Affairs Manager
Jill Connors, Economic Development Director



Economic Development Department
Office of Arts & Cultural Affairs
1300 Main St
Dubuque, IA 52001
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Bonnie Spurling, Arts & Cultural Affairs Manager

SUBJECT: Recommendation to Approve the Arts & Cultural Affairs Advisory Commission Grants Modification

DATE: November 19, 2025

INTRODUCTION

The purpose of this memorandum is to provide notification that the Arts & Cultural Affairs Advisory Commission Grants Committee has proposed changes to the grant application and eligibility guidelines.

BACKGROUND

The Grants Committee of the Arts & Cultural Affairs Advisory Commission is engaged in activities that align with the Commission's Strategic Plan Priority 3 to "Continually strengthen and evaluate Arts & Culture Grant programs to maximize community impact." In 2024, a survey was selected as a data collection tool to inform the evaluation, re-envisioning, and potential revisions for the FY25 Arts & Culture annual grant program(s). The intention of which was to receive constructive feedback from invited arts and culture sector organizations within the city limits of Dubuque. The results of the survey revealed that the majority of applicants desire a simpler application and reporting process as well as increased clarity of instruction on the process. The collected feedback was strategically used to guide the Grants Committee in advising on courses of action to refine and/or revise the annual Arts & Culture grant programs to prioritize relevant funding needs and support the future growth of the local arts and culture sector.

DISCUSSION

The Arts & Cultural Affairs Commission Grants Committee determined that some adjustments were necessary to better align the Operating Support and Capacity Building Grant programs with the current needs and priorities of the arts and culture community. These adjustments were made with the goal of ensuring that the Operating Support and

Capacity Building Grant programs are responsive to the evolving needs of the arts and culture community, while also fostering a more welcoming and vibrant cultural landscape in our city.

The following changes reflect the recommendations of the Arts & Culture Advisory Commission:

FY27 Modifications for Operating Support Grant Guidelines

- Funding modifications were added as an incentive for organizations to complete final reports in a timely manner. Some organizations submit their final reports early, while others wait until the last minute or submit up to a week late. Because funding cannot be processed until all final reports are received, late submissions delay payments for everyone, including those who met the deadline. Introducing an incentive for early or on-time submission will allow funding to be processed more efficiently for organizations that fulfill their reporting requirements promptly.

New Funding Schedule:

- Organizations that complete their previous FY final report on or before August 1, 2026: Funding will be processed August 1, 2026.
- Organizations that submit their previous FY final report between August 2–31, 2026: Funding will be processed September 1, 2026.

FY27 Modifications for Capacity Building Grant Guidelines

- The cash match requirement was adjusted from a 1:1 ratio to a 50% match to increase eligibility and participation among organizations and align with the Special Projects grant.
- The minimum grant request amount was reduced from \$4,000 to \$1,000 to allow for a broader pool of eligible applicants and to align more closely with the Special Projects grant.
- Funding modifications were added as an incentive for organizations to complete final reports in a timely manner. Some organizations submit their final reports early, while others wait until the last minute or submit up to a week late. Because funding cannot be processed until all final reports are received, late submissions delay payments for everyone, including those who met the deadline. Introducing an incentive for early or on-time submission will allow funding to be processed more efficiently for organizations that fulfill their reporting requirements promptly.

New Funding Schedule:

- Organizations that complete their previous FY final report on or before August 1, 2026: Funding will be processed August 1, 2026.
- Organizations that submit their previous FY final report between August 2–31, 2026: Funding will be processed September 1, 2026.

FY27 Modifications for Capacity Building Grant Application

- The Operating Support Eligibility Form was added to the application and now includes the National Taxonomy of Exempt Entities, Core Codes (NTEE-CC) Classification System. This addition ensures that funding is directed exclusively to qualifying arts organizations and aligns with the criteria used for Operating Support grants.

BUDGET IMPACT

There are no budget impacts.

RECOMMENDATION/ACTION STEP

I respectfully submit this notification to the City Council to approve the FY27 modifications as recommended by the Arts & Cultural Affairs Advisory Commission and the Arts & Cultural Affairs Advisory Commission Grants Committee.

Cc: Jill Connors, Economic Development Director

FY27 Arts & Culture Grant Modifications

FY27 Capacity Building Application:

- The Operating Support Eligibility Form was added to the application, which includes the NTEE code, ensuring that funding is directed exclusively to qualifying arts organizations.

FY27 Capacity Building Guidelines:

- The match requirement was adjusted from a 1:1 ratio to a 50% match to increase eligibility and participation among organizations.
- The minimum grant request amount was reduced from \$4,000 to \$1,000 to allow for a broader pool of eligible applicants and to align more closely with the Special Projects grant.
- Funding modifications were implemented as an incentive for organizations to complete final reports in a timely manner.

New funding schedule:

Organizations who have completed their previous FY final report prior to Aug. 1, 2026 -

Funding will be processed August 1, 2026

Organizations who submit their previous FY final report August 2-31, 2026 - Funding will be processed September 1, 2026

FY27 Operating Support Guidelines:

- Funding modifications were implemented as an incentive for organizations to complete final reports in a timely manner.

New funding schedule:

Organizations who have completed their previous FY final report prior to Aug. 1, 2026 -

Funding will be processed August 1, 2026

Organizations who submit their previous FY final report August 2-31, 2026 - Funding will be processed September 1, 2026

**City of Dubuque
City Council**

CONSENT ITEMS # 10.

ITEM TITLE:	Community Development Block Grant (CDBG) FY26 Annual Action Plan Amendment #1
SUMMARY:	City Manager recommending City Council approve the FY2026 Annual Action Plan Amendment #1 as recommended by the Community Development Advisory Commission. RESOLUTION Adopting The Fiscal Year 2026 (Program Year 2025) Community Development Block Grant (CDBG) Annual Action Plan Amendment #1
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	
	1. MVM Memo
	2. Staff Memo
	3. Resolution
	4. FY26 CDBG Annual Action Plan-Amendment 1

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Community Development Block Grant (CDBG) FY26 Annual Action Plan Amendment #1

DATE: November 21, 2025

Interim Housing & Community Development Director Sandi Fowler is recommending City Council approve the FY2026 Annual Action Plan Amendment #1 as recommended by the Community Development Advisory Commission.

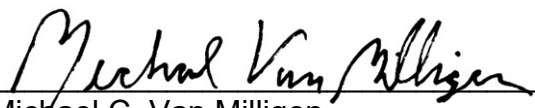
The Community Development Advisory Commission reviewed and unanimously approved this amendment at their September 3, 2025, meeting and recommends City Council adoption of the amended changes.

The federal FY2026 Annual Action Plan Amendment #1 includes carryover funds from projects that were completed in FY2025 and have remaining, unexpended funds. These funds will be reallocated to our CDBG Revolving Application Fund. We expect to allocate these funds in the FY2026 Annual Action Plan Amendment #2.

The Amendment also includes carryover funds from projects that were not completed in FY25 and will be completed in FY26. Activities include:

- Lead and Healthy Homes Grant Match (2021): \$79,222
- Purchase, Rehab, Resale: \$350,509.79
- ZTM Sober Living: \$9,400
- Comiskey Park Phase 2 Planning Cost: \$20,588.12

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Sandi Fowler, Interim Housing & Community Development Director

TO: Michael C. Van Milligen, City Manager

FROM: Sandi Fowler, Interim Housing and Community Development Director

SUBJECT: Community Development Block Grant (CDBG) FY26 Annual Action Plan Amendment #1

DATE: November 20, 2025

Introduction

The memorandum transmits information on the Community Development Block Grant (CDBG) Annual Action Plan Amendment #1.

Discussion

The City of Dubuque received its CDBG FY2026 Grant Agreement Transmittal letter from Housing and Urban Development (HUD) on September 10, 2025. HUD accepted the City of Dubuque's FY26-FY30 Consolidated Plan on September 13, 2025. On Tuesday, September 16, 2025, the City of Dubuque received the fully executed FY2026 Grant Agreement.

We are typically informed in the spring, prior to the start of the October 1 federal fiscal year, regarding our annual allocation. However, due to the administration transition, we were informed in September that our Consolidated Plan was accepted, and the city received its Grant Agreement. To meet the City's fiscal year budget amendment deadline of August 8, staff anticipated receiving the CDBG annual allocation to best prepare for the fiscal year budget.

Therefore, the federal FY2026 Annual Action Plan Amendment #1 includes carryover funds from projects that were completed in FY2025 and have remaining, unexpended funds. These funds will be reallocated to our CDBG Revolving Application Fund. We expect to allocate these funds in the FY2026 Annual Action Plan Amendment #2.

The Amendment also includes carryover funds from projects that were not completed in FY25 and will be completed in FY26. Activities include:

- Lead and Healthy Homes Grant Match (2021): \$79,222
- Purchase, Rehab, Resale: \$350,509.79
- ZTM Sober Living: \$9,400
- Comiskey Park Phase 2 Planning Cost: \$20,588.12

Per our Citizen Participation Plan, the reallocation of dollars is considered a Substantial Amendment. Substantial Amendments are required to be adopted by Resolution of the City Council after the review and recommendation of the Community Development Advisory Commission.

The Community Development Advisory Commission reviewed and unanimously approved this amendment at their September 3, 2025, meeting and recommends City Council adoption of the amended changes.

Recommendation

I respectfully request the City Council approve the FY2026 Annual Action Plan Amendment #1 as recommended by the Community Development Advisory Commission.

Prepared by: Mary Bridget Corken-Deutsch, Community Development Specialist

RESOLUTION NO. ____-2025

A RESOLUTION ADOPTING THE FISCAL YEAR 2026 (PROGRAM YEAR 2025) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN AMENDMENT #1.

Whereas, the City of Dubuque, through a series of public meetings and hearings, proposed a Fiscal Year 2026 (Program Year 2025) Community Development Block Grant Annual Action Plan for inclusion in the City Budget addressing housing and non-housing needs in the community; and

Whereas, the Community Development Advisory Commission held a public meeting and public hearing on September 3rd, 2025 to receive community input on the First Amendment to the Fiscal Year 2026 (Program Year 2025) Community Development Block Grant Annual Action Plan; and

Whereas, the Community Development Advisory Commission unanimously recommended the City Council approve Amendment #1 to the Fiscal Year 2026 (Program Year 2025) Community Development Block Grant Annual Action Plan on September 3, 2025.

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

Section 1. That the Community Development Block Grant Fiscal Year 2026 (Program Year 2025) Annual Action Plan Amendment #1, attached hereto and by this reference made a part hereof, is hereby approved.

Section 2. The City Manager or his designee of the City of Dubuque is hereby authorized to direct staff to prepare and submit to the United States Department of Housing and Urban Development the Fiscal Year 2026 (Program Year 2025) Annual Action Plan Amendment #1 with all related documents, for the use of Community Development Block Grant funds based on this adopted budget and execute standard contracts and agreements.

Passed, approved, and adopted this 1st day of December 2025.

Attest

Brad M. Cavanagh, Mayor

Adrienne Breitsfelder, City Clerk



Amendment #1
FY 26 ANNUAL PLAN
Actual Allocation

FOR USE OF PROGRAM YEAR 2025

COMMUNITY DEVELOPMENT BLOCK GRANT

(CDBG) FUNDS

For Inclusion in the Fiscal Year 2026 City Budget.

PREPARED BY THE CITY OF DUBUQUE HOUSING & COMMUNITY DEVELOPMENT
DEPARTMENT

CITY OF DUBUQUE, IOWA

FY 2026 ANNUAL ACTION PLAN

FOR THE USE OF PROGRAM YEAR 2025

COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

The City of Dubuque distinguishes between four different but complementary areas of program development in its overall CDBG program: Administration, Housing Development, Neighborhood Development, and Public Facilities. The following description of activities summarizes the projects to be completed in the FY 2026 Annual Action Plan with the use of CDBG funds.

RESOURCES

CDBG Entitlement FY 2026	\$1,037,080
CDBG Entitlement Unexpended Funds	\$764,116

Program Income	\$94,868
Program income projections are based on forecast for loan repayments based on the loan portfolio and program income generated from CDBG funded programs.	

<u>TOTAL RESOURCES</u>	<u>\$1,896,063</u>
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ADMINISTRATION

CDBG regulations limit expenditure on planning and administrative funds to 20% of the current year program income plus the current entitlement. The proposed resources for administration support the plan's current requirements.

CDBG Planning, Monitoring, & Budgeting	\$115,000
Staff support for general management. Oversight and coordination of the Community Development Block Grant program; assures compliance with federal regulations and reporting requirements.	

Housing & Community Development Administration	\$111,118
On-going staff support for general management, oversight, and coordination of the Community Development Block Grant housing programs.	

Priority:	High	
Objective/Outcome:	Provide Decent Affordable Housing/Affordability	

HOUSING DEVELOPMENT

Housing Activities	\$250,000
This project includes residential repair and rehab for low- and moderate-income homeowners and renters. Potential Activities include homeowner rehab, roof replacement, and accessibility improvements.	

National Objective:	Low- and Moderate-Income Housing	
Location:	City wide	
Proposed Accomplishments:	20 Housing Units	
Priority:	High	
Objective/Outcome:	Decent Housing/Affordability	

Lead & Healthy Homes Grant Match (2021)	\$79,222
Provides activities in support of efforts to reduce lead paint hazards in housing, including assessment and lead paint reduction or abatement, with forgivable loans to low- and moderate- income residents. This assistance is for the Lead and Healthy Homes grant awarded in 2021.	

National Objective:	Low- and Moderate-Income Housing	
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Location:	Citywide
Proposed Accomplishments:	20 Housing units
Priority:	High
Objective/Outcome:	Decent Housing/Affordability (DH3)

Lead & Healthy Homes Grant Match (2024) \$100,000

This project includes residential repair and rehab for low- and moderate-income homeowners and renters. Potential activities include lead assessment and lead paint reduction of abatement with forgivable loans to low- and moderate-income residents. This activity is match funding for the Lead and Healthy Homes Grant awarded in FY25.

National Objective:	Low- and Moderate-Income Housing
Location:	City wide
Proposed Accomplishments:	20 Housing units
Priority:	High
Objective/Outcome:	Decent Housing/Affordability

Healthy Homes Grant Match (2024) \$100,000

This project includes residential repair and rehab for low- and moderate-income homeowners and renters. Potential activities include roof replacement with forgivable loans to low- and moderate-income residents. This activity is match funding for the Healthy Homes Grant awarded in FY25.

National Objective:	Low- and Moderate-Income Housing
Location:	City wide
Proposed Accomplishments:	20 Housing units
Priority:	High
Objective/Outcome:	Decent Housing/Affordability

Housing Rehabilitation Services and Staff \$150,000

This project includes staff support for program management activities, technical assistance, and loan packaging for the city's Community Development programs.

Priority:	High
Objective/Outcome:	Decent Housing/Affordability

Purchase/Rehab/Resale \$350,509

Provides funding to address the redevelopment of sub-standard and vacant/abandoned city-owned properties. Properties acquired, rehabbed, and sold to low- and moderate-income homebuyers or to property owners maintaining affordable rents.

National Objective:	Low and Moderate-Income Housing
Location:	Citywide
Proposed Accomplishments:	3 Housing Units
Priority:	High
Objective/Outcome:	Decent Housing/Affordability (DH2)

NEIGHBORHOOD DEVELOPMENT \$115,230

Public Services activities are restricted to 15% of the previous year program income and the current year entitlement. Public Service activities in this plan represent 15% of the proposed expenditures.

Neighborhood Recreation Programs- Public Services \$97,120

This project includes enhanced recreation programming offered in low- and moderate-income areas and to low and moderate income residents. Potential activities include expanded after-school programs, community partnerships, and scholarships.

National Objective:	Low- and Moderate-Income Benefit
Location:	City wide
Proposed Accomplishments:	300 Persons
Priority:	High
Objective/Outcome:	Suitable Living/Accessibility

Zoning Enforcement**\$8,710**

This project provides funding for inspection/enforcement staff services to low/mod income areas for zoning ordinance infractions and to provide support for neighborhood clean-up efforts. Potential activities include staff enforcement for zoning ordinance infractions, and/or housing inspection staff.

National Objective:	Low- and Moderate-Income Benefit
Location:	City wide, Low and Mod Area
Proposed Accomplishments:	100 Housing Units
Objective/Outcome:	Suitable Living/Sustainability

ZTM Sober Living**\$9,400**

This project provides funding for operation and maintenance of the public service facility serving low and moderate income.

National Objective:	Low and Moderate-Income Benefit
Location:	Citywide
Proposed Accomplishments:	36 People
Priority:	High
Objective/Outcome:	Suitable Living Environment/Accessibility (SL1)

PUBLIC FACILITIES**\$20,588****Low-Mod Area Park Updates****\$20,588**

New playground equipment at low- and moderate- income area parks based on community input.

National Objective:	Low- and Moderate-Income Benefit
Location:	Low- and Moderate Residential Areas
Proposed Accomplishments:	Park Design/Community Input
Priority:	High
Objective/Outcome:	Suitable Living Environment/Accessibility (SL1)

CDBG Revolving Application Fund**\$504,395**

This fund is available for local nonprofits and organizations to apply for assistance to expand or increase their services or reach to benefit low-and moderate-income people, households, or businesses.

National Objective:	Low and Moderate-Income Benefit
Location:	Citywide

Grand Total: CDBG Funding Proposed for FY 2026**\$1,896,063**

**City of Dubuque
City Council**

CONSENT ITEMS # 11.

ITEM TITLE: Lead Poisoning Prevention and Healthy Homes Funding and Agreement with the Visiting Nurse Association (VNA)

SUMMARY: City Manager recommending City Council approval for a renewed agreement with the Dubuque Visiting Nurse Association for services related to the Childhood Lead Poisoning Prevention Program and Healthy Homes Program and to authorize the City Manager to sign the agreement.

SUGGESTED DISPOSITION: Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Staff Memo IHHS CLPP & HH Agreement w VNA FY 26
3. 2025-2026 IHHS Lead Subcontract with VNA for the HH CLPPP
4. FY26 BOH DBQ - Childhood Lead Poisoning Prevention Program_Non-Federal_FINAL FULLY SIGNED

TO: The Honorable Mayor and City Council Members

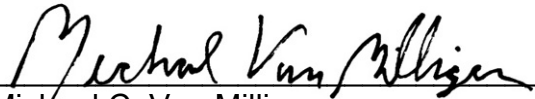
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Lead Poisoning Prevention and Healthy Homes Funding and Agreement with the Visiting Nurse Association (VNA)

DATE: November 24, 2025

Public Health Director Mary Rose Corrigan is recommending City Council approval for a renewed agreement with the Dubuque Visiting Nurse Association for services related to the Childhood Lead Poisoning Prevention Program and Healthy Homes Program and to authorize the City Manager to sign the agreement.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Mary Rose Corrigan, Public Health Director

TO: Michael C. Van Milligen, City Manager

FROM: Mary Rose Corrigan, Public Health Director

SUBJECT: Lead Poisoning Prevention and Healthy Homes Funding and Agreement with the Visiting Nurse Association (VNA)

DATE: November 20, 2025

INTRODUCTION

This memorandum provides information regarding a renewed agreement with the VNA for services related to the Childhood Lead Poisoning Prevention Program and Healthy Homes Program.

BACKGROUND

Since 1994, the City Council has approved grant agreements authorizing the Health Services Department to contract with the Iowa Health and Human Services (HHS) via subcontract with the Dubuque County Health Department for environmental follow-up and medical case management for children with lead poisoning according to the HHS guidelines. The contract between HHS and the Dubuque County Board of Health has been renewed for FY26.

DISCUSSION

The Dubuque County Board of Health subcontract with the city will allow the Health Services and Housing and Community Development Departments to provide additional follow-up of lead poisoned children through contracted nursing services provided by the Dubuque Visiting Nurse Association, education for employees, and monies to do outreach and education in targeted neighborhoods regarding lead poisoning and healthy homes activities.

The contract also includes program performance standards, which we currently strive to achieve through our existing protocols and outreach programs. The grant funds will be reimbursed based on the specific activities outlined in the budget.

BUDGET IMPACT

The FY26 budget anticipated the sub-contract funding of \$10,000. The sub-agreement with the VNA will be paid utilizing funds from the Iowa Health and Human Services grant.

RECOMMENDATION

It is recommended that the City Manager sign the attached agreement with the Dubuque Visiting Nurse Association on behalf of the City of Dubuque.

MRC/cm

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

This Subcontract by and between the City of Dubuque, Iowa and The Visiting Nurse Association is dated for reference purposes the 1st day of July 2025.

WHEREAS, Dubuque County, Iowa (Contractor) has entered into Contract 5884LP03 with the Iowa Health and Human Services (the Department) for the Healthy Homes (HH) and Childhood Lead Poisoning Prevention Program (CLPPP) (the Contract), a copy of which is attached hereto, pursuant to which Contractor will provide the work and services described in the Contract in accordance with the Special Conditions therein, and the General Conditions, a copy of which is attached hereto; and

WHEREAS, the City of Dubuque, Iowa (City) is the Contract Administrator of the Contract between Contractor and the Department; and

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

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

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

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

1.1. City's Responsibilities. City agrees that it will provide the following Work and Services for the HH & CLPPP:

- (1) Submit reports/vouchers and other reporting requirements as required by the Iowa Health and Human Services (Iowa HHS), the Centers for Disease Control and Prevention (CDC), and the Department of Housing and Urban Development (HUD).
- (2) Provide for environmental investigations and environmental case management for lead abatement\lead hazard reduction and healthy homes interventions in housing units in the city of Dubuque, Iowa, and Dubuque County as referenced in the Contract.

(3) Provide compensation to the VNA during the term of this Subcontract not to exceed Ten Thousand Dollars (\$10,000.00) for the performances of VNA's responsibilities as set forth herein.

(4) Oversee and direct medical case management and educational/outreach activities through verbal and written direction.

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

(1) Provide written quarterly reports and billing on lead and healthy homes activities utilizing the Iowa Quarterly Report Narrative Outline and the billing form approved by City.

(2) Provide electronic documentation of medical case management and related activities into City's lead and healthy homes database systems, Healthy Homes and Lead Poisoning Surveillance System (HHLPPS), and of educational activities performed for each month by the 10th of the following month.

(3) Provide for blood lead testing, medical case management, data management, and community education outreach as referenced in the attached Contract, dated July 1, 2025-June 30, 2026, using a form agreed to by City and VNA.

(4) Enroll as a Medicaid provider so that elevated blood level (EBL) inspection services provided by City can be recovered under Medicaid as reimbursement and used as program income reimbursed to City.

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

a. The opportunity to be active and engaged participants in Inclusive Dubuque peer learning opportunities and strategic efforts;

b. The opportunity to attend intercultural and equity workshops offered by City, including workshops that focus on developing an intercultural team with a strategic plan for advancing equity and inclusion within VNA and through VNA's work; and

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

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

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

SECTION 4. COSTS TO BE REIMBURSED. Cost reimbursed will be based on performance measures and outcomes as outlined in the Contract using a form agreed to by City and VNA.

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

SECTION 6. PERIOD OF PERFORMANCE. Unless terminated as provided herein, the Period of Performance for the Work and Services shall be from the 1st day of July 2025, through the 30th day of June 2026.

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

SECTION 8 INDEMNIFICATION.

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

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

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

CITY OF DUBUQUE, IOWA

VISITING NURSE ASSOCIATION

By: _____
Michael C. Van Milligen
City Manager

By: *Stacey Killian* _____
Stacey Killian
Administrative Director

EXHIBIT A

City of Dubuque Insurance Requirements for Professional Services

INSURANCE SCHEDULE J (Updated September 2024)

1. Visiting Nurse Assoc. shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project # _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub- subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.
- 6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
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Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

D) UMBRELLA/EXCESS LIABILITY \$1,000,000

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non- contributory in favor of the City.

E) PROFESSIONAL LIABILITY \$2,000,000

If the required policy provides claims-made coverage:

- 1) The Retroactive Date must be shown and must be before the date of the agreement.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
- 3) If coverage is canceled or non-renewed and not replaced with another claims- made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

F) CYBER LIABILITY/BREACH \$1,000,000

☒ Yes ☐ No

Coverage for First and Third Party breach liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

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)**



SUBAWARD AGREEMENT

Awarding Agency: Iowa Department of Health and Human Services

Award Number: 5884LP03

Assistance Listing (CFDA): 93.898

Award Date: 7/1/25

Subaward Number: DBQ-31-26-CLPPP

Pass-Through Entity (PTE):	Subrecipient:
The Dubuque County Board of Health	City of Dubuque Health Department
UEI #: J6LXFF4ZKYJ3	UEI #: TLJMHPVMMUD3
Subaward Budget Period Start date: 7/1/2025 End date: 6/30/2026	
Period of Performance Start date: 7/1/2025 End date: 6/30/2026	
Amount of funds obligated by this action: \$10,000	
Total amount of funds obligated to the subrecipient: \$10,000	
Total amount of funds committed to the subrecipient: \$10,000	
Project Title: Childhood Lead Poisoning Prevention Program	
Is Project for Research & Development? ☐ Yes ☒ No	

1. Purpose.

The purpose of this Agreement is to set forth the terms and conditions under which Dubuque County Board of Health ("County") will provide FY26 Childhood Lead Poisoning Prevention Program Grant funding ("Subaward") to The City of Dubuque Health Department ("Subrecipient") for provision of services described in the contract for the FY26 Childhood Lead Poisoning Prevention Program.

This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa and federal regulations. Subrecipient's performance under this Agreement is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Title 2 of the United States Code of Federal Regulations (C.F.R.) part 200 hereinafter referred to as the "Uniform Guidance."

2. Term of Agreement.

This Agreement shall be effective upon full execution by the Parties (the "Effective Date") and shall terminate upon 1) completion of the project, 2) exhaustion of subaward funds, 3) termination, or 4) 6/30/26.

3. Grant Funding.

The Subrecipient shall use the Subaward only for the Childhood Lead Poisoning Prevention Program in the community. The County agrees to provide up to \$10,000 and will reimburse the Subrecipient for eligible expenses. All funds must be spent by 6/30/2026. Because final reports from the HHS Lead Program are

expected in July or August 2026, the final reimbursement request must be submitted to the County by 9/30/2026 to allow time for the State claim and County reimbursement.

4. Reporting and Invoicing.

The Subrecipient is required to meet all reporting requirements as set forth in the contract terms of the grant listed above. Requests for the supporting documentation for these reports may be requested by Dubuque County. Due dates for reports are found within the grant contract. Invoices and reports shall be submitted to:

State of Iowa Department of Health and Human Services

Consistent with Uniform Guidance (2 C.F.R. §200.328), the Subrecipient shall provide the County with quarterly reports and a close-out report. These reports shall include the status and progress by the Subrecipient and all subcontractors in completing the work and the expenditure of funds under this Agreement, in addition to any other information requested by the County. The County may request additional information from the Subrecipient, as needed, to meet any additional guidelines regarding the use of federal funds that may be established by the awarding agency during the scope of this Agreement. As required by Uniform Guidance (2 C.F.R. §200.415(a)), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

5. Monitoring.

Subrecipient shall permit the County to monitor the Subrecipient, including:

- a. Reviewing financial and progress reports required by the County.
- b. Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Subaward provided to the Subrecipient from County detected through audits, on-site reviews, and other means.
- c. Issuing a management decision for audit findings pertaining to the Subaward provided to the Subrecipient from the County as required by 2 C.F.R. §200.521 Management decision.

Subrecipient shall monitor its performance under this Agreement, as well as that of its lower level subrecipients, contractors, consultants, etc. who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the scope of work is being accomplished within the specified time periods, and other performance goals are being achieved.

6. Maintenance of and Access to Records

The Subrecipients shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the County or its designees, the State, and the Federal Awarding Agency for a period of 5 years beyond the end date of the Agreement, whichever is later. If it is determined during the audit that the Subrecipients were reimbursed for unallowable costs under this Agreement or any, the Subrecipients agree to promptly reimburse the County for such payments upon request. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered

by the records. In these instances, the records shall be retained until the litigation, audit or claim has been fully resolved.

7. Pre-award Costs

Pre-award costs, as defined in 2 CFR 200.458, may not be paid with funding from this award.

8. Closeout.

The close-out report is due ninety (90) days after termination of this Agreement or ninety (90) days after completion of the activities contained in this Agreement, whichever first occurs. Each party's obligation to the other shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets, (including the return of unused materials and equipment as required herein, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. The terms of this Agreement shall remain in effect during any period that the Subrecipient has control over federal funds. The County will close out the award when it determines that all applicable administrative actions and all required work of the Agreement have been completed.

9. Events of Default.

The occurrence of any one or more of the following events shall constitute cause for either party to declare the other in default of its obligations under this Agreement:

- a. A breach of any term of this Agreement.
- b. A material failure of the Subrecipient to make substantial and timely progress toward performance of the Agreement.
- c. Failure to comply with applicable federal, state, and local laws, rules, ordinances, regulations, guidance, and orders when performing with the scope of this Agreement.
- d. Any report required by this Agreement have not been submitted to the County or have been submitted with incorrect, incomplete, or insufficient information.
- e. Engaging in conduct that has or may expose the other Party to liability.

10. Notice of Default.

The County shall issue a written notice of default providing therein a thirty (30) day period in which the Subrecipient shall have an opportunity to cure, provided a cure is possible and feasible. If, after opportunity to cure, the default remains, the County may exercise any one or more of the following remedies outlined in section 11, either concurrently or consecutively.

11. Remedies.

If an Event of Default occurs, the County may:

- a. Exercise any corrective or remedial actions, to include but not be limited to:
 - i. Request additional information from Subrecipient to determine the reasons for the extent of non-compliance or lack of performance.
 - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected.
 - iii. Advise the Subrecipient to suspend, discontinue or refrain from incurring costs for any activity in question.
- b. Temporarily withhold cash payment pending correction of the deficiencies.

- c. Disallow all or part of the cost of the activity or action not in compliance.
- d. Require that the Subrecipient refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Recommend suspension or debarment proceedings by U.S. Treasury.
- f. Terminate this agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination.

12. Termination.

The County may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material. The County may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar day prior written notice. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

13. Procurement.

The Subrecipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards") of the Uniform Guidance.

14. Conflicts of Interest.

The subrecipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. §200.318 (c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to the U.S. Treasury or through the County as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. §200.112. Subrecipient agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

15. Modification.

Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, discharged, or terminated, except in writing with the consent of both parties.

16. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

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Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be in writing, enclosed in an envelope, addressed to the party, and mailed via US mail. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The County will relay the mailing and email addresses of the Subrecipient as set forth heretofore, as modified from time to time.

18. Defense and Indemnification.

Subrecipient agrees to defend, indemnify, and hold the County, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Subrecipient, its officers, directors, employees, and/or agents relating to the Subrecipient's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

19. Severability.

The parties acknowledge and agree that if any paragraph, provision, or term of this agreement is deemed illegal or void by any court or any other appropriate authority, the remaining provisions of this agreement shall remain in full force and effect.

20. Status of Subrecipient.

Nothing in this contract constitutes an employment relationship between the Subrecipient staff and the County. Subrecipient staff are not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan offered to employees of the County. Nothing in this contract prevents Subrecipient staff from working with others during the length of this Agreement. Subrecipient shall determine the method, details, and means of performing the work and services to be provided by Subrecipient under this Agreement. Subrecipient shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Subrecipient in fulfillment of this Agreement. Subrecipient has control over the manner and means of performing the services under this Agreement. Subrecipient is permitted to provide services to others during the same period service is provided to County under this Agreement.

21. Assignment.

Subrecipient agrees that this Agreement nor any of the rights, interest, or obligations in it shall be assigned by Subrecipient either whole or in part without the prior written consent of the County.

22. Entire Agreement.

This agreement constitutes the entire agreement between the parties and shall be binding upon true successors and assignees of the parties to this agreement.

23. Compliance with Applicable Laws and Regulations.

The Subrecipient declares that to its best knowledge, it has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement. The Subrecipient and its employees shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing the services under this Agreement, including but not limited to all of the following:

- a. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- b. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

- c. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- d. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- e. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- f. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- g. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- h. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C §§ 4601-4655) and implementing regulations.
- i. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- j. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance.
 - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability.
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance.
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

24. Publications.

Subrecipient agrees that any publications produced with funds from this award must display the following language:

"This project is being supported, in whole or in part, by federal award number 5884TS40 awarded to Dubuque County by the Iowa Department of Health and Human Services." (awarding agency)

25. Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes:

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court of grand jury; or
- g. A management official or other employee of Dubuque County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

26. Seat Belt Use.

Dubuque County encourages the Subrecipient to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company owned, rented, or personally owned vehicles.

27. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Dubuque County encourages the Subrecipient to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

28. Certification Regarding Government-Wide Restrictions on Lobbying.

The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

29. Eligibility.

Subrecipient certifies that neither it nor its principals is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or Contractor.

30. Acknowledgements.

The parties acknowledge and agree that they have carefully read and have had an opportunity to review with legal counsel all the provision of this Agreement, that they completely understand the terms and conditions as set forth in the Agreement, and that they have voluntarily executed this Agreement of their own free will, act, and deed. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below:

Dated this 6th day of October, 2025.

BOARD OF HEALTH

DUBUQUE COUNTY, IOWA

Allie White

Authorized Representative

SUBRECIPIENT:

The City of Dubuque

Mary Rose Cunniff

Authorized Representative

**City of Dubuque
City Council**

CONSENT ITEMS # 12.

ITEM TITLE: Interagency Agreement between the City of Dubuque and the Dubuque County Board of Health for Inspection of Pools, Spas and Tattoo Parlor Facilities in Dubuque County

SUMMARY: City Manager recommending City Council approve the sub-contract between the City of Dubuque and the Dubuque County Board of Health for the inspection and enforcement of swimming pools and spas, and tattoo parlors to be effective July 1, 2025, through June 30, 2028 and authorize the City Manager to sign the agreement.

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

ATTACHMENTS:

1. MVM Memo
2. Staff Memo 2025.11.10 City Sub Agreement with DBQ CO BOH for Pools Tattoo Inspection
3. FY26 BOH DBQ - Inspection and Enforcement of Swimming Pool and Spa Facilities and Tattoo Establishments_Allie signed need MVM
4. Contract BCD-ENV-Dubuque-0017 25-28 between State and DBQ CO BOH SIGNED

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

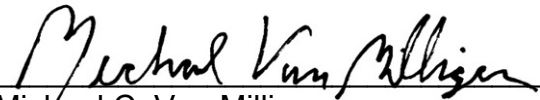
SUBJECT: Interagency Agreement between the City of Dubuque and the Dubuque County Board of Health for Inspection of Pools, Spas and Tattoo Parlor Facilities in Dubuque County

DATE: November 24, 2025

Public Health Director Mary Rose Corrigan is recommending City Council approve the sub-contract between the City of Dubuque and the Dubuque County Board of Health for the inspection and enforcement of swimming pools and spas, and tattoo parlors to be effective July 1, 2025, through June 30, 2028 and authorizes the City Manager to sign the agreement.

This activity is budgeted for \$13,656 per year in revenue for inspections and fees collected.

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
Mary Rose Corrigan, Public Health Director

TO: Michael C. Van Milligen, City Manager

FROM: Mary Rose Corrigan, MSN, RN, Public Health Director

SUBJECT: Interagency Agreement between the City of Dubuque and the Dubuque County Board of Health for Inspection of Pools, Spas and Tattoo Parlor Facilities in Dubuque County

DATE: November 20, 2025

INTRODUCTION

This memorandum provides a recommendation for continuing the City's contract for the inspection of swimming pools and spas and tattoo parlors in Dubuque County.

BACKGROUND

Since 1991, the City of Dubuque Health Services Department has enforced the State swimming pool and spa inspection program consistent with the provisions in the Iowa Administrative Code. We have maintained this agreement by performing the necessary duties to uphold it and by participating in annual audits by the Iowa Department of Inspections, Appeals, & Licensing (IDIAL). The City inspects public pools, spas, and tattoo parlors within the city limits, and also in Dubuque County. We currently have three certified pool operators on staff, who have undergone specific training required for inspectors. The current agreement expired June 30, 2025.

DISCUSSION

Previously, the City contracted directly with Iowa Department of Inspections and Appeals, however, now contract with the local board of health, who in turn contracts with the City.

Currently, the following number of facilities are inspected:

	<u>City</u>	<u>County</u>
Pools/spa	24	6
Tattoo parlors	14	1

Attached are the agreements between Iowa Department of Inspections, Appeals, & Licensing (IDIAL) and the Dubuque County Board of Health, and the sub-contract with the City of Dubuque, and the Dubuque County Board of Health for

Swimming Pool, Spa and Tattoo Inspections which are effective July 1, 2025, through June 30, 2028.

BUDGET IMPACT

This activity is budgeted for \$13,656 per year in revenue for inspections and fees collected.

RECOMMENDATION

It is recommended that the City Council approve the sub-contract between the City of Dubuque and the Dubuque County Board of Health for the inspection and enforcement of swimming pools and spas, and tattoo parlors.

CITY COUNCIL ACTION

Authorize the City Manager to sign the attached agreement with the Dubuque County Board of Health.

Attachments:

IDIAL and Dubuque County Board of Health Agreement

Dubuque Board of Health and City of Dubuque Agreement



SUBCONTRACT AGREEMENT

Contracting Agency: Iowa Department of Inspections, Appeals, and Licensing

Contract Number: BCD-ENV-Dubuque-0017

Contract Date: 10/28/2025

Pass-Through Entity (PTE):	Subrecipient:
The Dubuque County Board of Health	City of Dubuque
Period of Performance Start date: 7/1/2025 End date: 6/30/2028	
Amount of funds obligated by this action: \$0	
Total amount of funds obligated to the subrecipient: \$0	
Total amount of funds committed to the subrecipient: \$0	
Project Title: Inspection and Enforcement of Swimming Pool and Spa Facilities and Tattoo Establishments	
Is Project for Research & Development? ☐ Yes ☒ No	

1. Purpose.

The purpose of this Agreement is to set forth the terms and conditions under which Dubuque County Board of Health ("County") will subcontract Swimming Pool and Spa Facilities and Tattoo Establishments inspection and enforcement to The City of Dubuque ("Subrecipient") for provision of services described in the contract listed above.

This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa and federal regulations. Subrecipient's performance under this Agreement is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Title 2 of the United States Code of Federal Regulations (C.F.R.) part 200 hereinafter referred to as the "Uniform Guidance."

2. Term of Agreement.

This Agreement shall be effective upon full execution by the Parties (the "Effective Date") and shall terminate upon 1) completion of the project, 2) exhaustion of subaward funds, 3) termination, or 4) 6/30/28.

3. Reporting.

The Subrecipient is required to meet all reporting requirements as set forth in the contract terms of the grant listed above. Requests for the supporting documentation for these reports may be requested by Dubuque County. Due dates for reports are found within the grant contract. Reports shall be submitted to:

Iowa Department of Inspections, Appeals, and Licensing

Consistent with Uniform Guidance (2 C.F.R. §200.328), the Subrecipient shall provide the County with quarterly reports and a close-out report. These reports shall include the status and progress by the Subrecipient and all subcontractors in completing the work and the expenditure of funds under this Agreement, in addition to any other information requested by the County. The County may request

additional information from the Subrecipient, as needed, to meet any additional guidelines regarding the use of federal funds that may be established by the awarding agency during the scope of this Agreement. As required by Uniform Guidance (2 C.F.R. §200.415(a)), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

4. Monitoring.

Subrecipient shall permit the County to monitor the Subrecipient, including:

- a. Reviewing financial and progress reports required by the County.
- b. Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the subcontract provided to the Subrecipient from County detected through audits, on-site reviews, and other means.
- c. Issuing a management decision for audit findings pertaining to the Subaward provided to the Subrecipient from the County as required by 2 C.F.R. §200.521 Management decision.

Subrecipient shall monitor its performance under this Agreement, as well as that of its lower level subrecipients, contractors, consultants, etc. who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the scope of work is being accomplished within the specified time periods, and other performance goals are being achieved.

5. Maintenance of and Access to Records

The Subrecipients shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the County or its designees, the State, and the Federal Awarding Agency for a period of 5 years beyond the end date of the Agreement, whichever is later. If it is determined during the audit that the Subrecipients were reimbursed for unallowable costs under this Agreement or any, the Subrecipients agree to promptly reimburse the County for such payments upon request. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been fully resolved.

6. Pre-award Costs

Pre-award costs, as defined in 2 CFR 200.458, may not be paid with funding from this award.

7. Closeout.

The close-out report is due ninety (90) days after termination of this Agreement or ninety (90) days after completion of the activities contained in this Agreement, whichever first occurs. Each party's obligation to the other shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making final payments, disposing of program assets, (including the return of unused materials and equipment as required herein, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. The terms of this Agreement shall remain in effect during any period that the Subrecipient has control over federal funds. The County will close out the award when it determines that all applicable administrative actions and all required work of the Agreement have been completed.

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The occurrence of any one or more of the following events shall constitute cause for either party to declare the other in default of its obligations under this Agreement:

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- c. Failure to comply with applicable federal, state, and local laws, rules, ordinances, regulations, guidance, and orders when performing with the scope of this Agreement.
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- e. Recommend suspension or debarment proceedings by U.S. Treasury.
- f. Terminate this agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination.

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Subrecipient agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

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Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, discharged, or terminated, except in writing with the consent of both parties.

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Subrecipient agrees to defend, indemnify, and hold the County, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Subrecipient, its officers, directors, employees, and/or agents relating to the Subrecipient's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

18. Severability.

The parties acknowledge and agree that if any paragraph, provision, or term of this agreement is deemed illegal or void by any court or any other appropriate authority, the remaining provisions of this agreement shall remain in full force and effect.

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21. Entire Agreement.

This agreement constitutes the entire agreement between the parties and shall be binding upon true successors and assignees of the parties to this agreement.

22. Compliance with Applicable Laws and Regulations.

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- a. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
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- d. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- e. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- f. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- g. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- h. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C §§ 4601-4655) and implementing regulations.
- i. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- j. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance.

- ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability.
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance.
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

23. Publications.

Subrecipient agrees that any publications produced with funds from this award must display the following language:

"This project is being supported, in whole or in part, by federal award number 5884TS40 awarded to Dubuque County by the Iowa Department of Health and Human Services." (awarding agency)

24. Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes:

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court of grand jury; or
- g. A management official or other employee of Dubuque County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

25. Seat Belt Use.

Dubuque County encourages the Subrecipient to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company owned, rented, or personally owned vehicles.

26. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Dubuque County encourages the Subrecipient to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

27. Certification Regarding Government-Wide Restrictions on Lobbying.

The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

28. Eligibility.

Subrecipient certifies that neither it nor its principals is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or Contractor.

29. Acknowledgements.

The parties acknowledge and agree that they have carefully read and have had an opportunity to review with legal counsel all the provision of this Agreement, that they completely understand the terms and conditions as set forth in the Agreement, and that they have voluntarily executed this Agreement of their own free will, act, and deed. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below:

Dated this ____ day of December, 2025.

BOARD OF HEALTH

DUBUQUE COUNTY, IOWA

SUBRECIPIENT:

The City of Dubuque

11/20/25

Allie White

Authorized Representative

Authorized Representative



BCD-ENV-Dubuque-0017

BETWEEN THE

IOWA DEPARTMENT OF INSPECTIONS, APPEALS & LICENSING

AND

Dubuque County Public Health Department

This Agreement is made and entered into by and between Dubuque County Public Health, hereinafter called the BOARD, and the Iowa Department of Inspections, Appeals, & Licensing, hereinafter called DEPARTMENT pursuant to Iowa Code Sections 10A.531(7) and 135I.4(6).

PURPOSE: It is the mutual desire of the BOARD and the DEPARTMENT to assure the health and safety of the public by providing effective environmental health services. This Agreement delegates the DEPARTMENT'S inspection and enforcement authority with respect to swimming pool and spa facilities and tattoo establishments to the BOARD.

- I. The term of this Agreement shall be from July 1, 2025, to June 30, 2028.
- II. The BOARD certifies that it is a local board of health pursuant to Iowa Code Chapter 135. The requirement that the BOARD is a local board of health pursuant to Iowa Code Chapter 135 is a material term of this Agreement.
- III. Agreement Administrators

Joe Mullen, Division Administrator, Building and Construction Division, is the Authorized State Official for this agreement. The Authorized State Official must approve any changes in the terms, conditions, or amounts specified in this Agreement. Questions regarding the implementation of this Agreement should be referred to Kane Young at telephone (515) 724-3216 or Kane.Young@dia.iowa.gov.

Pursuant to Section III.B.IX, and as newly emphasized by DIAL, the responsibility for initiating enforcement actions shall rest primarily with the BOARD. While this obligation was previously acknowledged, it is now formally underscored and mandatory. The BOARD is hereby required to execute all enforcement measures in accordance with the provisions set forth. Notwithstanding the foregoing, the Department retains exclusive authority to issue, approve, suspend, or revoke permits as deemed appropriate.

The current Pool and Spa rules are located in IAC 641 Chapter 15. It is understood between the DEPARTMENT and the BOARD that during this Agreement cycle the Pool and Spa rules will be moved to IAC 481, and chapter to be determined. The Department will email the BOARD a copy of the new Pool and Spa rules when they are made available.



Allie White has been designated by the BOARD to act as the Agreement Administrator. This individual is responsible for financial and administrative matters of this Agreement.

Name	Allie White
Business Name	Dubuque County Public Health Department
Street Address	1225 Seippel Rd
City, State, Zip	Dubuque, IA 52002
Telephone Number	563-557-7396
Email	allie.white@dubuquecountyiowa.gov

IV. General Provisions

A. The DEPARTMENT agrees to:

- I. Provide technical assistance, rule interpretation and clarifications, engineering support, notice of new facility inspections, and registration, permitting, and licensing information to the BOARD on matters related to the swimming pool and spa program and the tattoo program.
- II. Provide and maintain a standard inspection form for inspection programs to be used by the BOARD.
- III. Provide and maintain an annual report form to be completed by the BOARD.
- IV. Develop and provide at a minimum one annual training for new and existing inspectors regarding the swimming pool, spa, and tattoo programs.
- V. Coordinate training for new inspectors.
- VI. **Delegate enforcement activities to the BOARD** unless:
 1. The BOARD specifically requests the DEPARTMENT'S involvement after the BOARD has completed the steps outlined in IAC 641 Chapter 15.6(2) a & b or IAC 481 Chapter 492.16(2).
 2. The BOARD actions are determined by the DEPARTMENT to be inappropriate, untimely, or inadequate.
 3. The statute or rules require enforcement action to be taken by the DEPARTMENT.
- VII. Provide confidentiality training for BOARD staff.

B. The BOARD agrees to:

- I. Provide the services outlined in this agreement in the following geographic area(s):
Dubuque County
- II. Provide consultation and information to the swimming pool and spa facilities and tattoo facilities & artists to eliminate or minimize potential health and safety problems.



- III. Employ adequate personnel to perform inspection services outlined in this Agreement. Adequate personnel is defined by:
 - 1. Registered Environmental Health Specialist/Registered Sanitarian (REHS/RS) in good standing with the National Environmental Health Association, or
 - 2. Education consistent with the requirements of the REHS/RS, or
 - 3. Graduated from a recognized two year college program in an environmental health field, or
 - 4. Graduated from a standard four-year high school, and has a minimum of two years' work experience in one or more of the fields of environmental health.Provide documentation of meeting this requirement upon request from the DEPARTMENT.
- IV. Provide a list of employees and their contact information providing inspection services under this Agreement. The BOARD will notify the DEPARTMENT within 30 days of personnel changes or changes to their contact information.
- V. Ensure employees providing inspection services outlined in this Agreement obtain a minimum of twelve (12) hours of continuing education per year. The continuing education must be training that has been approved for credit by the Iowa Environmental Health Association's Environmental Health Registry. The BOARD shall provide evidence of meeting this requirement upon request from the DEPARTMENT.
- VI. Verify that all inspectors review the applicable Iowa Codes, Administrative Codes, and this Agreement on an annual basis.
- VII. Use an inspection form provided by the DEPARTMENT in conducting all inspections pursuant to this Agreement. The BOARD may use an alternative form; however, the alternative form shall at a minimum contain the items included on the DEPARTMENT'S form. The DEPARTMENT may request to review the alternative form and may require revisions to be made.
- VIII. Ensure that inspected facilities are currently registered or permitted.
 - 1. Facilities must have permits visible on the premises, and confirmation through the public portal must also be completed to avoid forgeries. Please note that the DEPARTMENT will be moving to a new licensing system in the middle of this Agreement. Updates will be given when available.
 - 2. <https://amanda-portal.idph.state.ia.us/adpereh/portal/#/public/public-search>
- IX. Conduct all enforcement actions prior to requesting the DEPARTMENT to carry out final action. Enforcement activities may include but are not limited to, activities outlined in IAC 641 Chapter 15.6(2) and IAC 481 Chapter 492.16(2), requiring facilities to order necessary Cease & Desist orders, shut down facilities for health violations, complete Corrective Action Plans, following up on Corrective Action Plans, special inspections, adopting local ordinances, requesting city or county attorney's assistance, testifying at enforcement hearings, preparing a timeline or communication log of activities that have occurred between the inspection agency and the facility.
- X. Submit requests for waivers that the BOARD receives from the facilities to the DEPARTMENT within 15 days of its receipt. The submission shall also include the BOARD or inspector's written recommendations with the request for waiver for consideration by the DEPARTMENT.
- XI. At the request of the DEPARTMENT, the BOARD will submit an annual report on a form provided by the DEPARTMENT. At a minimum, the report will include:



1. The total number of routine inspections, special inspections, and reasons for closure of swimming pools and tattoo establishments.
 2. Latitude and longitude location information for each swimming pool in the jurisdiction on a form provided by the DEPARTMENT.
 3. Copies of minutes showing annual reports made during local board of health meetings
- XII. Link with the local board of health for each jurisdiction where services are provided to assist the local board of health in performing its roles and responsibilities as defined in 641 IAC-77.3. The BOARD shall provide a report to each local board of health in each county outlined in IV. B. I at least annually.
- XIII. Maintain accurate, current, and complete records of all activities related to this agreement for a period of five years.
- XIV. Allow the DEPARTMENT to monitor the BOARD's performance through site visits, reports, or other means deemed necessary by the Department. The BOARD agrees that the DEPARTMENT may conduct site visits to review Agreement compliance, assess management controls, assess relevant services and activities, and provide technical assistance. The BOARD agrees to ensure the cooperation of the BOARD's employees, agents, and board members in such efforts and provide all requested information to the DEPARTMENT in the manner determined by the DEPARTMENT. Following each site visit or review of the requested information, the DEPARTMENT may submit a written report to the BOARD which identifies the findings. A Corrective Action Plan with a timetable to address any deficiencies or problems noted in the report may be requested. The Corrective Action Plan shall be submitted to the DEPARTMENT for approval within the timelines outlined in the written report. The BOARD agrees to implement the plan after it is approved by the DEPARTMENT. Failure to do so may result in suspension or termination of the Agreement.
- XV. Comply with the confidentiality requirements provided by the DEPARTMENT and contained within Iowa Code Chapter 492, 139A, 141A, and other relevant provisions of state law.
- XVI. Ensure that all staff who interact with inspections or investigations files pertaining to this agreement participate in confidentiality training as provided by the DEPARTMENT.
- XVII. Pursuant to IAC 481 Ch 492, the BOARD will retain tattoo inspection reports for at least 3 years.

V. For the Swimming Pool and Spa Program

A. The DEPARTMENT agrees to:

- I. Register swimming pools and spas pursuant to Iowa Code Chapter 135I and 641 IAC Chapter 15, maintain a registration database, and distribute to the BOARD information on currently registered swimming pools, water slides, and spas.
- II. Conduct plan review and perform on-site inspections of new construction or substantial reconstruction. The DEPARTMENT will attempt to notify the BOARD when on-site inspections are conducted in an attempt to include the local agency on the inspection.
- III. Provide facility status updates to local inspectors.

B. The BOARD agrees to:

- I. Employ adequate personnel to perform swimming pool and spa program services outlined in Section (B)III, in this Agreement. In addition, the personnel performing



swimming pool and spa program services must have a current Certified Pool Operator (CPO), AFO, PPSO, or LAFT certificate and meet the education requirements of 641 IAC 15.

- II. Provide personnel with the following minimum equipment necessary to perform inspections:
 1. Test kit meeting the requirements of 641 IAC 15.
 2. Measuring Tape
 3. GFCI Receptacle Tester
 4. Digital Camera
 5. Digital Thermometer
 6. Screwdrivers- Phillips and Flat Head
- III. Conduct a minimum of one routine, annual inspection and for-cause special inspections of all registered swimming pools and spas within the coverage area outlined in this agreement to determine compliance with 641 IAC Chapter 15. Inspections or follow-up may be required for facilities found to be unregistered.
- IV. Conduct an initial inspection for new facilities 30-60 days after they initially open.
- V. Conduct special inspections in accordance to *Procedures Regarding Inspection Frequencies* found at <https://dial.iowa.gov/licenses/swimming-pools-spas/resources/facility-toolbox>.
- VI. Conduct special inspections resulting from complaints or incidents within 5 business days of the DEPARTMENT'S request. If the BOARD cannot conduct the special inspection within 5 business days, the BOARD will notify the DEPARTMENT immediately with a justification of why the expectation cannot be met.
- VII. Forward reportable incidents received by the BOARD to the DEPARTMENT within one day of receipt.
- VIII. The BOARD is authorized to collect reportable incident data pursuant to 641 IAC 15.4(7) and the DEPARTMENT is authorized to collect this information pursuant to Iowa Code sections 135I.4 and 135.40 and 641 IAC Chapter 15. The parties are authorized to transfer reportable incident data between and within the parties pursuant to 641 IAC 175.10(2) as necessary to conduct an investigation into the reportable incident. The BOARD shall not re-release confidential reportable incident data.
- IX. The BOARD can issue an order to close a swimming pool or spa if the facility does not have an active registration or any other health violations written in the code. The request shall be in writing and list the violations. The written order will be sent to the facility and the DEPARTMENT. Only the DEPARTMENT holds the right to revoke or withhold a facilities registration.

VI. For the Tattoo Establishment Program

- a. The DEPARTMENT agrees to:
 - i. Permit tattoo artists, permanent color technologists, tattoo establishments, mobile units, and temporary establishments in accordance with Iowa Code Section 135.37 and 481 IAC Chapter 492.
 - ii. Provide artist and establishment status updates to local inspectors.

- b. The BOARD agrees to:



- i. Employ adequate personnel to perform tattoo program services outlined in Section III(B)III, in this agreement. In addition, the personnel performing tattoo program services shall have successfully completed a blood-borne pathogen certification from the American Red Cross or an equivalent nationally recognized organization.
- ii. Ensure that a new inspector has obtained a blood-borne pathogen certification prior to performing inspections.
- iii. Conduct a minimum of one routine, annual inspection and for-cause inspections of all permitted tattoo establishments, temporary establishments, and mobile units, within the coverage area outlined in this agreement to determine compliance with 481 IAC – Chapter 492. Inspections or follow-up may be required for facilities found to be unregistered.
- iv. Conduct an initial inspection for new establishments within 2 weeks of notification by the DEPARTMENT. Upon completion of the inspection, the BOARD will report back to the DEPARTMENT via email with the outcome of the inspection within two days. If unable to meet expectation, the BOARD will notify the DEPARTMENT immediately with a justification of why the expectation cannot be met.
- v. Conduct special inspections resulting from complaints or incidents within 5 business days of the DEPARTMENT’S request. If the BOARD cannot conduct the special inspection within 5 business days, the BOARD will notify the DEPARTMENT immediately with a justification of why the expectation cannot be met.

VII. Manner of financing

- A. The DEPARTMENT shall not be financially responsible for any of the functions to be performed by the BOARD under the provisions of this agreement. The BOARD shall charge, collect, and retain inspection fees for the respective programs in accordance with the following rules:
 1. For the Swimming Pool and Spa program, pursuant to Iowa Code Chapter 135I and 641 IAC – 15.
 2. For the Tattoo Establishment program, pursuant to Iowa Code sections 10A.531 through 535 and 481 IAC – 492.

VIII. It is mutually understood and agreed that:

- A. This Agreement can be amended by the mutual written consent of both parties only.
- B. Any use of the DEPARTMENT'S name, logo, or other identifier must have prior written approval from the DEPARTMENT.
- C. The terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this Agreement shall be brought in Des Moines, Iowa, in the Iowa District Court in and for Polk County, Iowa. If, however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, provided that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the DEPARTMENT or the State of Iowa.



D. Subcontracting. None of the work or services relating to this Agreement shall be subcontracted to another organization or individual without specific prior written approval by the DEPARTMENT except for subcontracts under \$2000. To obtain approval, the BOARD shall submit to the DEPARTMENT the proposed contract or written agreement between the parties. The proposed contract or agreement shall contain:

- (1) A list of the work and services to be performed by the subcontractor.
 - (2) The contract policies and requirements.
 - (3) Provision for the DEPARTMENT, the BOARD, and any of their duly authorized representatives to have access, for the purpose of audit and examination, to any documents, papers, and records of the subcontractor pertinent to the subcontract.
 - (4) The amount of the subcontract.
 - (5) A line item budget of specific costs to be reimbursed under the subcontract or agreement or other cost basis for determining the amount of the subcontract as appropriate.
 - (6) A statement that all provisions of this Agreement are included in the subcontract including audit requirements.
 - (7) Period of performance.
 - (8) Any additional subcontract conditions.
- a. Any subcontract or other written agreement shall not affect the BOARD'S overall responsibility and accountability to the DEPARTMENT for the overall direction of the project.
 - b. If during the course of the subcontract period the BOARD or subcontractor wishes to change or revise the subcontract, prior written approval from the DEPARTMENT is required.
 - c. The BOARD shall maintain a contract administration system which ensures that subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
 - d. The BOARD shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of any subcontract. No employee, officer or agent of the BOARD or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists.

E. Termination

- a. This Agreement may be terminated by the BOARD upon thirty (30) working days advance written notice for the failure of the DEPARTMENT to comply with any term, condition, or provision of this Agreement. In this event, the BOARD shall deliver to the DEPARTMENT written notice specifying the nature of the DEPARTMENT'S default. The DEPARTMENT shall have a thirty-day notice period to correct the problem that resulted in the default notice.
- b. This Agreement may be terminated by the BOARD upon thirty (30) working days advance written notice if circumstances beyond the control of the BOARD make continuation of this Agreement impossible.
- c. This Agreement may be terminated by the DEPARTMENT for any of the following reasons:



- i. Default by the BOARD. The failure of the BOARD to comply with any term, condition, or provision of this Agreement shall constitute a default by the BOARD. In this event, the DEPARTMENT shall deliver to the BOARD written notice specifying the nature of the BOARD'S default. The DEPARTMENT may make termination of the Agreement effective immediately. If the notice of default does not indicate that the Agreement shall be terminated immediately, the BOARD shall have a thirty-day notice period to correct the problem that resulted in the default notice.
- ii. The Convenience of the DEPARTMENT. The DEPARTMENT may terminate this Agreement in whole or in part without the payment of any penalty or incurring any further obligation to the BOARD whenever, for any reason, the DEPARTMENT shall determine that such termination is in the best interest of the State. In this event, the DEPARTMENT shall issue a termination notice to the BOARD at least ten (10) days prior to the effective termination date.
- iii. Change in Law. The DEPARTMENT shall have the right to terminate this Agreement without penalty by providing ten (10) days written notice to the BOARD if any of the following conditions exist:
 1. The DEPARTMENT'S authorization to operate is withdrawn or there is a material alteration in the programs administered by the DEPARTMENT;
 2. The DEPARTMENT'S duties are substantially modified.

IN WITNESS WHEREOF, the parties have signed their names effective the day and year first above written.

Iowa Dept. of Inspections, Appeals, & Licensing

BY: Joseph L. Mullen
Joe Mullen, Division Administrator
Building and Construction Division

Digitally signed by Joseph L.
Mullen
Date: 2025.10.28 14:15:05
-05'00'

Dubuque County Public Health

Allie M. White MSN, RN
Allie White, Public Health Director
Dubuque county Public Health Department

Date: 2025.10.28
10:48:59 -05'00'

**City of Dubuque
City Council**

CONSENT ITEMS # 13.

ITEM TITLE: 2026 DollarWise Innovation Grant Application

SUMMARY: City Attorney recommending City Council ratification of the submitted application for the 2026 DollarWise Innovation Grant.
RESOLUTION Retroactively Authorizing The Filing Of An Application For The 2026 Dollarwise Innovation Grant With The United States Conference Of Mayors

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

ATTACHMENTS:

1. 2026 DollarWise Grant Applicatin_Requested ratification_Draft_11-24-25
2. The United States Conference of Mayors 2026 DollarWise Innovation Grant Application FINAL 11.19.25
3. Dubuque County Childcare Solutions Fund Brochure
4. Resolution



TO: The Honorable Mayor and City Council Members

FROM: Crenna Brumwell, City Attorney

SUBJECT: 2026 DollarWise Innovation Grant Application

DATE: November 24, 2025

DollarWise is an initiative of the United States Conference of Mayors focusing on economic mobility. An annual grant program provides the opportunity to compete for funds which support city programs working to remove barriers and create opportunities for underserved residents.

A grant application was submitted to meet the November 21, 2025 deadline for the 2026 grant cycle and I am seeking City Council ratification of the submitted application.

The application was prepared in partnership with the Community Foundation of Greater Dubuque and seeks grant funding to support the Dubuque County Childcare Solutions Fund. The target of the fund is to increase recruitment and retention of childcare workers through wage enhancement, thus increasing the capacity and availability of childcare for working families.

I respectfully request Mayor and City Council approval.

Attachments

cc: Cori Burbach, Assistant City Manager

2026 DollarWise Innovation Grant Application

The United States Conference of Mayors

Due Friday, November 21, 2025

Link to online application form: [2026 DollarWise Innovation Grant Application](#)

Application

Who is filling out this survey?

- ☐ I am the Mayor
- ☒ I am filling out on behalf of the Mayor

Mayor Information

Mayors Name: Brad Cavanagh

City: Dubuque

State: Iowa

Contact Information

Contact Name: Nancy Van Milligen

Contact Title: President & CEO

Contact Organization: Community Foundation of Greater Dubuque

Contact Email: nancy@dbqfoundation.org

1. Is your city a member of the United States Conference of Mayor? (Cities must be a current member of the USCM to be eligible for Dollarwise awards. To inquire about your membership, please contact USCM Staff Luther Roberts at lroberts@usmayors.org).

Check ☒ Yes

2. Program Description

Provide a description of your city's existing or proposed economic mobility project and how your program is unique or innovative to your city. Consider key components, target audience/demographics, number of residents your program serves or will serve, etc. (800 words max)

The Dubuque County Childcare Solutions Fund (DCCSF) represents an innovative approach to economic mobility that addresses “the fundamental mismatch between the cost of providing high-quality childcare and what working families can actually afford to pay” (Ramm, 2023). The DCCSF program provides wage enhancements to childcare centers within the City of Dubuque to support the recruitment and retention of qualified staff, thereby increasing childcare capacity and availability for working families in the community. This public-private partnership has been established through collaboration between the City of Dubuque, the Community Foundation of Greater Dubuque along with

two local economic development organizations – Dubuque Initiatives and Greater Dubuque Development Corporation. This partnership recognizes that before addressing childcare issues facing the workforce, the workforce issues within the childcare sector must be resolved.

Traditional approaches to childcare access create a zero-sum tradeoff between availability and affordability. Increasing childcare worker compensation to address staffing shortages typically requires passing costs to families already struggling with affordability. The Dubuque County Child Care Solutions Fund represents an innovative departure from this traditional approach by injecting additional funding into the system through employer partnerships and strategic public investment. This coordinated, multi-sector funding model is the first of its kind in Dubuque and is enabling progress on both availability and affordability without forcing families to bear the full burden.

This program provides wage enhancements to childcare centers, directly supporting employee recruitment and retention. This increases childcare capacity by stabilizing the workforce that makes expanded services possible, while preventing cost increases that would further limit access for working families.

In 2024, the program's first full year, the DCCSF assisted 18 childcare centers representing approximately 60 percent of Dubuque County's childcare capacity. 29 centers located in the City of Dubuque are eligible for support in 2026.

The program serves Dubuque's working families, particularly those facing barriers to economic advancement due to childcare limitations. With unemployment below 4 percent and employers consistently identifying workforce availability as a critical need, childcare accessibility has emerged as a primary constraint on economic growth. According to Iowa Child Care Connect, Dubuque County currently needs over 1,400 additional childcare spots for children aged 0-5, representing significant unmet demand.

Workforce surveys and employer feedback consistently revealed that insufficient childcare capacity was creating significant barriers to economic advancement, preventing working families from pursuing higher-wage employment opportunities and limiting employers' ability to attract and retain qualified talent. Many residents reported forgoing work entirely or accepting lower-compensated positions to accommodate childcare constraints.

The Dubuque County Childcare Solutions Fund directly addresses this barrier, complementing the City of Dubuque's existing economic mobility initiatives like Opportunity Dubuque and Project HOPE, which provide training and support for family-sustaining careers. Without accessible childcare, these workforce development investments cannot achieve their full potential, as parents, especially mothers, remain unable to participate in training programs or accept employment requiring inflexible schedules.

The Community Foundation of Greater Dubuque's involvement leverages over a decade of collaboration with the City on economic mobility initiatives, including recent participation in the Urban Institute Mobility Action Learning Network (2024) and CFLeads Economic Mobility Action Network (2025). This established partnership ensures sophisticated program design, accountability, and long-term sustainability.

By treating childcare as essential economic infrastructure rather than purely a social service, Dubuque's approach uniquely positions childcare investment as an economic development strategy, creating pathways for families to pursue education, accept promotions, and build long-term financial security.

3. Innovation Grant

How will the grant contribute to the further development of your program? What activities will the \$10,000 grant be used for? (800 words max)

The \$10,000 grant will directly support the 2026 Dubuque County Child Care Solutions Fund, specifically focusing on childcare workforce retention strategies. These funds will enable wage support programs that help childcare centers retain qualified staff, addressing the labor shortage that constrains capacity expansion. Wage supplements are distributed to qualifying childcare centers who allocate funds at their discretion to support employee retention through bonuses, certification incentives, or other compensation options that align with their specific staffing needs. In addition, the funds will also help cover the Health and Human Services (HHS) required costs for childcare professionals including background checks, CPR/First Aid training, and physical examinations as well as HHS approved professional development activities.

Workforce retention in the childcare sector is essential for economic stability in Dubuque County. When childcare programs close or reduce capacity due to staffing issues, working families lose access to dependable care, directly impacting their ability to maintain employment or pursue higher-wage opportunities. This creates a cascading effect that diminishes overall workforce participation and economic health throughout the community.

By investing in childcare worker retention through enhanced compensation, the grant advances economic mobility for both childcare workers and working families. Childcare workers gain access to more sustainable, family-supporting wages in their profession, while working families secure reliable, stable childcare services that remove barriers to pursuing higher-wage employment opportunities. This targeted investment amplifies the Dubuque County Childcare Solutions Fund's proven model of treating childcare as essential economic infrastructure, creating pathways to economic advancement for both childcare providers and the families they serve while expanding capacity and maintaining affordability.

4.Evaluation

How will you evaluate the effectiveness of the Innovation Grant in your economic mobility program? (300 words max)

The Dubuque County Child Care Solutions Fund uses comprehensive evaluation methods to assess the impact of the program on economic mobility outcomes. The program tracks multiple quantitative metrics that correlate to workforce participation and economic opportunity, including the number of childcare centers supported through this program, staff hired or retained due to wage enhancement funding, and centers participating in technical assistance programs.

These metrics provide direct insight into the grant's effectiveness in stabilizing the childcare workforce, which is a limiting factor in Dubuque families' ability to pursue economic advancement. By monitoring retention and recruitment outcomes, program staff can measure whether the investment successfully addresses the labor shortage that forces program closures and capacity reductions.

Beyond center-level data, the program tracks overall childcare supply and demand throughout the city to gauge whether interventions are meaningfully closing the gap between the current shortage and community needs.

The Community Foundation of Greater Dubuque regularly solicits qualitative feedback from participating childcare centers through surveys and interviews, capturing insights on program effectiveness and opportunities for improvement. This feedback ensures the program remains responsive to provider needs and market conditions.

Findings are shared with community stakeholders through regular Child Care Coalition meetings hosted by City staff, ensuring transparency and collaborative problem-solving. This forum enables partners, including employers, workforce development organizations, and childcare providers, to assess whether improved childcare availability is translating to measurable workforce participation gains and reduced employment barriers for families.

Together, these quantitative and qualitative evaluation methods will provide a comprehensive picture of how additional support of an Innovation Grant contributes to economic mobility by removing childcare as a barrier to family-sustaining employment opportunities.

5. Mayoral Involvement

Please describe your mayor's role in supporting programs that promote economic mobility in your city and their role in your specific program. (300 words max)

Mayor Brad Cavanagh has consistently championed economic mobility as a cornerstone of Dubuque's vision to be an inclusive and equitable community where all residents can thrive. With his support, the city has seen successful efforts on numerous factors that drive economic mobility, including securing \$30 million in federal grant funds for major infrastructure and community betterment projects and increasing available housing by 2,600 units, all while keeping property taxes at the lowest rate of the eleven largest cities in Iowa.

Under Mayor Cavanagh's direction, Dubuque has cultivated a collaborative approach to economic development that recognizes childcare accessibility as fundamental infrastructure for workforce participation. The mayor understands that without reliable, affordable childcare, parents, especially mothers, face insurmountable obstacles to employment, education, and career advancement. This recognition has positioned childcare not as a social service issue alone, but as an essential economic development strategy.

Workforce surveys and employer feedback consistently revealed that insufficient childcare capacity was creating significant barriers to economic advancement in Dubuque, preventing working families from pursuing higher-wage employment opportunities and limiting employers' ability to attract and retain qualified talent. Mayor Cavanagh worked with economic development organizations to create the Dubuque County Childcare Solutions Fund. Now led by the Community Foundation of Greater Dubuque, this fund has created hundreds of childcare openings in the city and implemented a wage enhancement program to pay childcare workers better. By providing financial support to childcare providers for facility improvements, staff recruitment and retention, and operational sustainability, the program removes barriers that prevent providers from expanding capacity.

6.CBO

If your city receives an Innovation Grant, will the money be allocated to a Community-Based Organization (CBO) for implementation?

Check **Yes**

Community Foundation of Greater Dubuque, 700 Locust Street, STE 195, Dubuque, IA 52001

7. Attachements

If you would like to upload any files in support of your application, please upload up to 3 documents here.

Include the Childcare Solutions Fund Brochure

8. Grant Obligations

In order to receive a Dollarwise Grant, your city must adhere to the DollarWise Grant terms and conditions. Is your city willing and able to fulfill the following Dollarwise Grant Obligations? (1) Coordinating with your mayor to have him or her accept the DollarWise award during the U.S. Conference of Mayors Winter Meeting in Washington, DC; (2) Participating in a webinar to discuss your program with other cities; (3) Keeping the Dollarwise Campaign updated on the progress of your program by submitting mid-year and year-end summaries; and (4) Promoting your program or the Innovation Grant through social media.

GRANT DETAILS:

The Application Period for the United States Conference of Mayors "DollarWise" Economic Mobility Grants is now open. The program will award six \$10,000 grants to cities or their designated nonprofits to promote innovation in advancing economic mobility in their city.

Every year we welcome applications from a broad variety of economic mobility programs. This year we are particularly interested in the following categories:

- Programs for returning citizens
- Programs to expand childcare services
- Programs that remove specific barriers to mobility (e.g.: driver's license restoration, record expungement, transportation costs)
- Programs that promote small business development

The purpose of the **DollarWise Innovation Grant program** is to promote replicable innovation in any of the above categories.

We anticipate that the application process should only take 30 minutes to complete. We encourage answers to be informative but concise. Winners will be announced at the US Conference of Mayors Winter meeting, January 28-30, 2026, in Washington, DC. The application deadline is **Friday, November 21st, 2025, at 5 pm ET.**

THE BOTTOM LINE

Investing in child care is an investment in workforce retention, talent attraction, and economic growth. By supporting child care expansion, employers ensure their workforce has the stability needed to thrive. Join us in building a stronger Greater Dubuque region.

Thank you to current Business Champions for Child Care

- John Deere Foundation
- Alliant Energy
- City of Dubuque
- Dubuque Bank & Trust, a division of UMB Bank, n.a.
- Diamond Jo Casino
- Dupaco Community Credit Union
- HODGE
- Medline Industries, Inc.
- Progressive Processing/Hormel Foods
- Q Casino + Resort
- Rite-Hite
- Theisen Supply, Inc.
- UnityPoint Health-Finley Hospital
- Woodward Communications, Inc.
- Anonymous Corporate Donor

Here for you.



Nancy Van Milligen
President & CEO | Community Foundation of Greater Dubuque
563-588-2700 | nancy@dbqfoundation.org



Rick Dickinson
President & CEO | Greater Dubuque Development Corporation
563-557-9049 | rickd@greaterdubuque.org

YOU can be part of the solution

Become a business champion for child care



ADDRESSING A CRITICAL WORKFORCE CHALLENGE

The Community Foundation of Greater Dubuque is now administering the Business Champions for Child Care fund, continuing the work Dubuque Initiatives started in December 2023 in partnership with Greater Dubuque Development Corp.

This fund is an opportunity for collaboration and investment in solutions that improve access to quality, affordable child care for all families in Dubuque County. It's also a way to address the workforce challenges child care centers face and to break down barriers that put care out of reach for local families.



YOUR BUSINESS can be great here *because of world-class child care*

2024

By the Numbers



Child care centers assisted, covering 60% of the county's child care capacity

\$829,810

Direct investment in child care centers to support workforce creation and retention



New child care slots created



Newly trained and hired child care professionals

2024 EXPANSIONS TO CHILD CARE CAPACITY

Bright Minds Campus: Phase I

- Through the Dubuque Childcare Collaborative (DCC) and Dubuque Initiatives, in partnership with Greater Dubuque Development and others, secured a \$2,154,800 Child Care Business Incentive Grant from the State of Iowa to develop Bright Minds Campus, a multi-employer-supported child care center located in the Dubuque Industrial Center West.

- Opened in January 2024, Bright Minds initially offered 119 child care slots.

- It is co-located with Dubuque Community School District's Seedlings Preschool, enhancing early learning access, leveraging shared staffing, and providing wrap-around care.

Business Champions for Child Care Fund Established

Greater Dubuque Development and Dubuque Initiatives launched Business Champions for Child Care in December 2023, securing \$560,000 in additional state funding and leveraging \$819,000 in local investment. Fourteen of the region's top employers stepped up to launch this multi-year fund to invest in child care, supporting workforce stability and economic growth.

2025

By the Numbers



Child care centers applied and funded, including 3 providers who had not applied in 2024

\$497,243

Total funding requests based on applicant's potential new capacity

\$214,220

Total funding awarded to create, recruit and retain child care professionals

BUILDING MOMENTUM IN 2025

Bright Minds Campus: Phase II

- Due to overwhelming demand, an additional \$845,200 has been secured from the State of Iowa to invest in Phase II of the Bright Minds Campus build-out.
- This dedicated funding will create 100 new child care slots and establish a child care training center, scheduled to open in fall 2025.

Business Champions for Child Care: Future Growth

As we move into year two, the Business Champions for Child Care program has aligned operations to focus on child care workforce attraction to increase child care capacity. By focusing investments in attraction activities, we will recruit more qualified professionals into the field, expand the number of children served, and ensure sustainable growth in our community's child care infrastructure.

Continued private investment from regional employers is crucial to grow and sustain this effort.

By becoming a Business Champion for Child Care today with your multi-year pledge, we can continue to bolster child care capacity throughout Dubuque County for years to come.

RESOLUTION NO. _____ - 25

RETROACTIVELY AUTHORIZING THE FILING OF AN APPLICATION FOR THE 2026 DOLLARWISE INNOVATION GRANT WITH THE UNITED STATES CONFERENCE OF MAYORS

WHEREAS, applications for certifications, funding, and grants are set by outside entities and outside the control of the City; and

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

WHEREAS, the City applied for the 2026 DollarWise Innovation Grant from the United States Conference of Mayors with an application deadline of November 21, 2025; and

WHEREAS, the Mayor signed the application and seeks retroactive approval of the grant application from the City Council.

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

Section 1. The application to the United States Conference of Mayors is approved retroactive to November 21, 2025.

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breittfelder, City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 14.

ITEM TITLE: Urban Sustainability Directors Network (USDN) Grant Application

SUMMARY: City Manager recommending City Council approve the submittal of the grant proposal to the USDN Catalyst Fund.
RESOLUTION Retroactively Authorizing The Filing Of An Application For The Catalyst Fund With Urban Sustainability Directors Network (USDN)

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

ATTACHMENTS:

1. MVM Memo
2. Staff Memo_USDN Catalyst grant application_11.12.2025
3. USDN_2025_Catalyst_Proposal_Budget
4. 2-2025-USDN-Catalyst-Fund-Q4-Proposal-Form_DubuqueIA_final
5. Retroactive Authorization of Application Resolution_2-2025 USDN Catalyst Fund Q4 Proposal
6. Public Input_Uploaded 12.1.25

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Urban Sustainability Directors Network (USDN) Grant Application

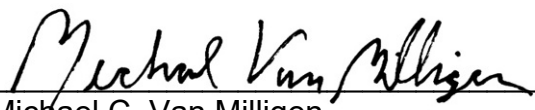
DATE: November 24, 2025

Sustainability Director Gina Bell is recommending City Council approve the submittal of the grant proposal to the USDN Catalyst Fund.

The project will address barriers to food access in the absence of consistent Supplemental Nutrition Assistance Program funding, access to locally grown and produced, highly nutritious food while making a connection to climate action through local food. It will build relationships and neighborhood resiliency.

The total grant request is \$9,400.00. No match is required. The project will require minimal staff time but has no additional budget impact. We will not move forward with the project if it is not funded.

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


Michael C. Van Milligen

MCVM:sv

Attachment

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

TO: Mike Van Milligen, City Manager
FROM: Gina Bell, Sustainability Director
DATE: November 13, 2025
RE: Urban Sustainability Directors Network (USDN) Grant Application

INTRODUCTION

The purpose of this memo is to request Council approval of a grant application and funding request to the USDN Catalyst grant program.

BACKGROUND

In 2011, Dubuque became a member of the Urban Sustainability Directors Network (USDN). USDN connects local government practitioners to accelerate urban sustainability in US and Canadian communities. The Catalyst Fund works to enhance local capacity to build capacity for sustainable communities. The fund does this by requiring local government and local nonprofit and/or business partnerships to move a short-term project forward.

DISCUSSION

USDN member communities were invited to apply for grant project funding and sustainability staff determined that food access was an immediate need and project timeline would support the early stages of this work. Food transportation and waste make up significant greenhouse gas (GHG) emissions for the city, and this project seeks to feed hungry people, support local farmers and producers while reducing GHG emissions. The project will address barriers to food access in the absence of consistent Supplemental Nutrition Assistance Program funding, access to locally grown and produced, highly nutritious food while making a connection to climate action through local food. It will build relationships and neighborhood resiliency.

DISCUSSION

This work directly supports our 50% by 2030 Community Climate Action and Resiliency Plan, while also meeting an immediate need and building partnerships with local nonprofits and farmers.

BUDGET IMPACT

The total grant request is \$9,400.00. No match is required. The project will require minimal staff time but has no additional budget impact. We will not move forward with the project if it is not funded.

REQUESTED ACTION

Due to time constraints, the application was submitted to meet the deadline. I respectfully request City Council approve the submittal of the grant proposal to the USDN Catalyst Fund.

USDN Proposal Budget Template

Proposal Title: Addressing Immediate Food Insecurity while Building Long Term Relationships

Lead Member Community: Dubuque, IA

Budget Notes:

Proposal budgets should be capped at \$10,000 USD and ideally a little bit less than this amount. Proposers are encouraged to seek other funding sources. If partnering with a CBO, at least 20% of the budget must be allocated to the CBO(s) in this proposal’s budget. Costs must be provided by the CBO or paid out to providers / community members by the CBO. Proposal budgets are expected to minimize expenses as much as possible while also being realistic. Budget for what USDN will pay the full amount of the award upfront at the time of the award to either a member community or a community partner. If there are any unused funds in hand at the conclusion of the project, these should be repurposed to further support future awards.

Itemized Cost	Requested Amount	Other Funding Sources*	TOTAL in USD
List Each Cost Against the Requested Amount Below			
Farmer outreach, food collection, logistical support, transportation	\$2,400.00	\$1,700.00	\$4,100.00
Local food for CSA boxes through Opening Doors	\$3,500.00	\$600.00	\$4,100.00
Local food for prepared hot meals through The Rescue Mission	\$3,500.00	\$600.00	\$4,100.00
Educational materials to put inside CSA boxes		\$325.00	\$325.00
Round table facilitator		\$200.00	\$200.00
			\$0.00
			\$0.00
TOTAL	\$9,400.00	\$3,425.00	\$12,825.00

*Please describe in notes section. Examples of other sources are matching funds from a local partner, in-kind time provided by community members. The Review Committee looks favorably at variables like this as they deliberate, and the fund tracks this type of leverage as an outcome.

uraged to ground-truth costs from possible partners prior to the proposal due date.
like participation stipends and equity consultant facilitation qualify in this % range. They can
t is needed, especially for compensating community member engagement.
ommunity partner they designate with receipt of an invoice.
ort the work. If USDN is holding these funds, they will return to the fund budget to support

Notes
Discounted hourly rate 72 hours worked is equivalent to \$1700 in-kind donation.
Leveraging existing relationships, food will be deeply discounted and in kind donation of approximately 240 lbs. of free local produce per week
Leveraging existing relationships, food will be deeply discounted and in kind donation of approximately 240 lbs. of free local produce per week
Sustainability outreach budget and local printer discount
In-kind facilitator

provided by a facilitator, or donated materials. While this is not required, the Selection
outcome of awards.

The Catalyst Fund Proposal Form

1. **Project title.** Addressing Immediate Food Insecurity while Building Long Term Relationships
2. **Amount requested.** \$9,400 (USD)
3. **Primary project focus.** Developmental work.
4. **Priority category.** Advances engagement around greenhouse gas (GHG) reduction/climate resilience
5. **Lead USDN member.** Gina Bell, Director of Sustainability, gbell@cityofdubuque.org, 563-845, 8591
6. **Other participants.** The City of Dubuque's Sustainability Office will convene a roundtable of suppliers, CBOs, and city staff to review project goals and determine next steps to move work forward. Additionally, we commit to working with the following partners:

[Opening Doors](#) (CBO) which uplifts and empowers women and children experiencing homelessness and poverty through comprehensive services and shelter. They commit to:

- Assist in identifying and distributing food to households impacted by the pause in SNAP benefits,
- Provide logistical support and outreach to community members experiencing food insecurity,
- Assist in building resilience through highlighting the importance and accessibility of local farmers and food, and supporting an educational campaign about local GHG reduction efforts related to food.

[The Dubuque Rescue Mission](#) (CBO) serves the needs of the poor and homeless in Dubuque by offering overnight housing for men, free meals, and wrap around services. They commit to:

- Prepping and distributing hot meals to community members experiencing food insecurity,
- Provide logistical support and outreach to community members experiencing food insecurity,
- Support resiliency building through highlighting the importance and accessibility of local farmers and food and supporting an educational campaign about local GHG reduction efforts related to food.

[Westbluff Market](#) (Private Partner) is a local startup business by community leaders dedicated to reinvigorating the local food supply chain. They commit to:

- Assist with farmer connections through the Winter Farmers Market, Iowa Food Hub, and Jo Daviess Local Food to ensure a variety of produce, protein, and dairy products during the winter months while maintaining a focus on local food,
- Provide retail support and coordination assistance for food purchasing and transporting food to our partner CBOs.

6b. Have you confirmed that each one has the capacity to do this work? Yes.

6c. State if any partner is missing that this work will seek to onboard. Additional local farmers and producers who can supply winter produce, meat, and dairy. We aim to identify and onboard these partners to build long-term relationships for future collaborative efforts.

7. **Statement of intent.** Building on the Office of Sustainability’s strong presence at the Dubuque Farmers Market throughout the summer, where we engaged community members around local foods and climate action, we propose this project to further reduce GHG emissions and strengthen community climate resilience by supporting Dubuque’s local food system. This effort will focus on the winter months, when local farms experience slower sales and when many families in the Midwest face difficult choices between paying for heat and purchasing food. By distributing locally sourced food through CBO’s located in neighborhoods experiencing need, this project will also reduce vehicle miles travelled (VMT) for residents, increasing both food access and GHG reduction. This project connects local farmers with CBO’s and the Office of Sustainability to purchase and distribute locally grown food to households affected by the recent pause in SNAP benefits. Additionally, it builds a stronger network of local food providers that support Dubuque’s long-term climate and resilience goals. In short, our goal is to fill an immediate gap for those experiencing food insecurity in our community while also supporting local farmers and building connections to keep local food at the forefront of our climate justice and resiliency work.

By shortening food supply chains, this initiative will:

- Reduce emissions from long-distance food transportation and retail distribution
 - Reduce emissions associated with refrigeration and long-term food storage
 - Prevent food waste by purchasing surplus produce at reduced rates
 - Increase community climate resilience by supporting local farmers and ensuring equitable access to fresh and nutritious food for vulnerable residents
 - Keep dollars circulating locally to strengthen the regional economy
 - Build community capacity for future climate and food security collaborations
 - Strengthen relationships with local food providers for connection to climate action work and to provide educational materials to partners regarding connection to climate action – food waste, transportation of food and GHG reductions.
8. **Root cause design / the “why”.** Iowa’s centralized, emissions-intensive food system, driven by monopoly agriculture, separates producers from consumers and prioritizes profits over people, land, and even health. In Iowa, “big agriculture” dominates, yet the commodities grown here rarely nourish our own residents. Over 99% of Iowa’s corn is field corn, used primarily for livestock feed and ethanol production. In 2024, Iowa produced 16.22 billion gallons of ethanol, a scale of production that contributes heavily to both GHG emissions and local ecological and community degradation. Centuries ago, Iowa was a landscape of prairies and wetlands; today, it is a grid of over-cultivated land facing severe water quality issues. Agricultural runoff has led to nitrate- contaminated water, increasing treatment costs and public health risks. Iowa consistently ranks among the highest rates in the nation for cancer incidence, a likely outcome of the state’s chemically intensive agriculture economy. This ethanol based economic model, with its chemical runoff, manure pollution, and displacement of small farms, has fueled a public health crisis, ruined ecosystems, and created an economy that undervalues nutritious, locally grown food. This broken system results in increased food insecurity, methane emissions from food waste, transportation and refrigerant related emissions, and weakened local food networks. Climate vulnerability and food insecurity are deeply intertwined. When food systems are disrupted by economic changes or unnatural disasters driven by climate change, low-income

households are disproportionately affected. At the same time, local farmers struggle with inconsistent demand, unstable market channels during the off- season, and the widespread perceptions that local food is a luxury that is more expensive and inaccessible to most families. It is also important to note that as a local government in Iowa, we are limited in how we can conduct programming to address disparate impacts due to state laws prohibiting the use of funding for any effort to promote this as the official position of the public entity. This grant therefore represents a critical opportunity to fill that gap and support those most in need in a way that aligns with our Climate Action and Resiliency Plan and follows state law.

We believe, if we strengthen local supply chains, by connecting the Office of Sustainability with local farmers, community organizations and, in turn, families in need, we can simultaneously reduce transportation and refrigerant emissions, divert food from waste streams, build long-term local resilience to economic and unnatural disasters fueled by climate change, and bolster relationships between communities and local, small scale farmers.

This work addresses not only the symptoms of food insecurity but also the systemic barriers that prevent Iowa communities from building sustainable, equitable, and climate-resilient food systems. This work comes directly from Dubuque's 50% by 2030 Climate Action and Resiliency Plan which calls to reduce food's contribution to climate change and improve local food resilience and availability. By shifting just 20% of food purchases in the City of Dubuque to local food sources it would add 260 local jobs and add \$15 million dollars to the local economy. This grant provides some of the necessary building blocks to achieve these goals.

9. **Methodology / the "how".** We will build and formalize partnerships between the City of Dubuque's Office of Sustainability, local farmers, and CBOs to purchase local food and provide it to SNAP beneficiaries and households experiencing food insecurity. The goal is to offer immediate relief while also strengthening long-term community resilience. This project will prioritize purchasing surplus or unsold produce from local farms at reduced rates to stretch grant dollars further, supporting local farmers during slower seasons, and divert food from the landfill. With these goods, our community partner Opening Doors, will create community supported agriculture (CSA)-style relief boxes for families on waitlists and who have been affected by the pause of SNAP benefits. The Rescue Mission will use the local food to prepare and distribute hot, ready-to-eat meals, meeting a variety of community needs and reaching residents where they already seek support. Between August and October alone, The Rescue Mission served over 13,000 meals, demonstrating a clear and trusted avenue for building community resilience by supporting local farmers and feeding local families. Staff from the Office of Sustainability will be engaged at every step of the process, from coordinating farmers with Westbluff Market to assisting with packaging, distribution, and evaluation. Our office's involvement ensures strong, consistent relationships across all partners and reinforces the City's leadership in advancing food system resilience and GHG reduction goals. Local farmers participating in this initiative will also be invited to Opening Doors and The Rescue Mission to share meals and conversations with community members, fostering personal connections between those who grow the food and those who eat it, strengthening trust, understanding, and long-term community resilience.

By shortening food supply chains and keeping dollars circulating locally, this work will reduce transportation-related emissions, prevent food waste, and build a stronger, more climate-resilient local food network that directly supports Dubuque's 50% by 2030 GHG reduction and resiliency goals.

10. Direct outputs from this work. With this funding, we will:

- Distribute CSA-style food boxes of locally grown food with educational material about the importance of local food to Dubuque households experiencing food insecurity through already established and trusted networks.
- Provide nutritious hot meals to any community members experiencing food insecurity
- Support local farmers by purchasing food and keeping our dollars in the local economy, which will in turn stay local and offer a multiplier effect.
- Establish partnerships between the Office of Sustainability, local CBOs/food security networks, local farmers, and members from our community.
- Build direct relationships between local food producers and community members, breaking down the perception that local food is exclusive.
- Educate the community on the climate benefits of eating locally, the GHG reduction, circular economy, and food waste prevention.

11. Measuring success

Hunger Relief

- Pounds of local food purchased and distributed; Number of households served; Number of local farmers participating; Number of hot meals served

GHG reduction

- Estimated VMT avoided through local food procurement; Estimated VMT avoided through distribution of food in areas without easy access to grocery stores; Estimated GHG emissions avoided from reduced refrigeration needs associated with transporting and storing non-local foods. Pounds of food diverted from landfills – reducing methane emissions

Community Resilience

- Shift in perception of local food accessibility through qualitative feedback; Number of new or strengthened partnerships between the Office of Sustainability, CBOs, private partners, and farmers; Feedback from community members and partners on overall program effectiveness.

12. Scalability. This project will serve as a replicable model for how small cities can integrate food access initiatives with climate resilience goals. By leveraging local partnerships and small sustainability offices, this approach demonstrates how municipal governments can center access, emissions reduction, and local economic health through local food systems.

13. Project timeline. Yes. December 2025 – April 2026

14. **Project plan.** December 2025 – April 2026

#	Activity	Deliverable	Due Date
1	The Office of Sustainability will coordinate with local farmers and community partners to establish formal partnership agreements, determine available surplus, and finalize procurement and distribution details	Summary of confirmed partners, signed partnership agreements, and finalized procurement plan submitted to USDN.	December 21, 2025
2.	The Office of Sustainability with the Westbluff Market will facilitate purchasing surplus from local farmers and coordinate distribution logistics with CBO.	Summary of initial food purchases, outreach materials, and logistics plan submitted to USDN.	January 31, 2026
3.	Opening Doors will assemble and distribute CSA-style relief boxes. The Rescue Mission will prepare and distribute hot, ready-to-eat meals using locally sourced food. The Office of Sustainability will be present throughout to support coordination, collect feedback, and facilitate farmer participation in distribution efforts.	Mid-project progress report summarizing number of boxes/meals distributed, number of farmers engaged, and qualitative feedback from partners and recipients.	February 28. 2026
4.	The Office of Sustainability and Westbluff Market will track pounds of food distributed, farmers supported, families served, VMT avoided to estimate GHG reductions. Our team will also document lessons learned and opportunities for scaling and replication.	Final impact summary and report to USDN detailed quantitative metrics (GHG reductions, local spending, number of people served) and qualitative outcomes (community relationships, resilience impacts).	April 30, 2026

15. **Budget.** Attached.

RESOLUTION NO. _____ - 25

RETROACTIVELY AUTHORIZING THE FILING OF AN APPLICATION FOR THE CATALYST FUND WITH URBAN SUSTAINABILITY DIRECTORS NETWORK (USDN)

WHEREAS, applications for certifications, funding, and grants are set by outside entities and outside the control of the City; and

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

WHEREAS, the City applied for the Catalyst Fund opportunity from USDN with an application deadline of 11/12/2025

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

Section 1. The application to USDN is approved retroactive to November 12, 2025.

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Monday, December 1, 2025 3:18 PM
To: Adrienne Breitfelder
Subject: A new Service Request has been created [Request ID #228417] (Contact City Council) - Dubuque, IA

Caution! This message was sent from outside your organization. Never give your login information and password over email!

[Allow sender](#) | [Block sender](#) | [Report](#)

Dubuque, IA

A new service request has been filed.

Service Request Details

ID 228417

Date/Time 12/1/2025 3:18 PM

Type Contact City Council

Address Dubuque

Origin Website

Comments I request the city council NOT approve the submittal of the grant proposal to the USDN Catalyst Fund as Item 14 of tonight's consent agenda.

The project's goals are laudable: "address barriers to food access", "access to locally grown...food", "making a connection to climate action" and "build relationships and neighborhood resiliency".

However, the grant application needlessly criticizes the Iowa agricultural sector.

For example, the agricultural sector is characterized as a "centralized, emissions-intensive food system, driven by monopoly agriculture, [that] separates producers from consumers and **PRIORITIZES PROFITS OVER PEOPLE, LAND, AND EVEN HEALTH** [emphasis added]."

Ethanol production is blamed for contributing to “local ecological and community degradation”.

Finally, “this ethanol based economic model, with its chemical runoff, manure pollution, and displacement of small farms, HAS FUELED A PUBLIC HEALTH CRISIS, RUINED ECOSYSTEMS [emphasis added], and created an economy that undervalues nutritious, locally grown food.”

For easy reference, I think the city council should NOT support this portion of the grant application.

8. Root cause design / the “why”. Iowa’s centralized, emissions-intensive food system, driven by monopoly agriculture, separates producers from consumers and prioritizes profits over people, land, and even health. In Iowa, “big agriculture” dominates, yet the commodities grown here rarely nourish our own residents. Over 99% of Iowa’s corn is field corn, used primarily for livestock feed and ethanol production. In 2024, Iowa produced 16.22 billion gallons of ethanol, a scale of production that contributes heavily to both GHG emissions and local ecological and community degradation. Centuries ago, Iowa was a landscape of prairies and wetlands; today, it is a grid of over-cultivated land facing severe water quality issues. Agricultural runoff has led to nitrate- contaminated water, increasing treatment costs and public health risks. Iowa consistently ranks among the highest rates in the nation for cancer incidence, a likely outcome of the state’s chemically intensive agriculture economy. This ethanol based economic model, with its chemical runoff, manure pollution, and displacement of small farms, has fueled a public health crisis, ruined ecosystems, and created an economy that undervalues nutritious, locally grown food. This broken system results in increased food insecurity, methane emissions from food waste, transportation and refrigerant related emissions, and weakened local food networks. Climate vulnerability and food insecurity are deeply intertwined. When food systems are disrupted by economic changes or unnatural disasters driven by climate change, low-income households are disproportionately affected. At the same time, local farmers struggle with inconsistent demand, unstable market channels during the off- season, and the widespread perceptions that local food is

a luxury that is more expensive and inaccessible to most families. It is also important to note that as a local government in Iowa, we are limited in how we can conduct programming to address disparate impacts due to state laws prohibiting the use of funding for any effort to promote this as the official position of the public entity. This grant therefore represents a critical opportunity to fill that gap and support those most in need in a way that aligns with our Climate Action and Resiliency Plan and follows state law.

Submitter Boles, Dean
563-845-7041
dkb@mediacombb.net

[View in QAlert](#)

Dubuque, IA

**City of Dubuque
City Council**

CONSENT ITEMS # 15.

ITEM TITLE:	Intent to Apply for City of Dubuque AmeriCorps Program
SUMMARY:	City Manager recommending City Council approval to submit the City of Dubuque's AmeriCorps grant application by the State of Iowa's deadline of December 8.
SUGGESTED DISPOSITION:	Receive and File; Approve
ATTACHMENTS:	
	1. MVM Memo
	2. Staff Memo

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Intent to apply for City of Dubuque AmeriCorps Program

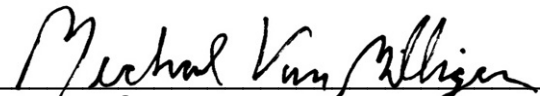
DATE: November 25, 2025

Community Impact Director Antonio Mouzon is recommending City Council approval to submit the City of Dubuque's AmeriCorps grant application by the State of Iowa's deadline of December 8.

Details of the Grant:

- Total Grant Amount: \$407,076
- Anticipated Federal Request: \$240,483
- Match Required: Yes
- Total Match: \$166,593
- Application Due Date: 12/8/25
- Anticipated Notification Date: 5/2026
- Anticipated Receipt of Money: 9/1/2026
- Match Sources:
 - City of Dubuque (proposed)– \$96,593
 - Dubuque Community School District (proposed)– \$45,000
 - Centrally Rooted (proposed) - \$8,000
 - Youth Mental Health Corps (proposed) - \$12,000
 - Bluff Strokes (proposed) - \$5,000

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


Michael C. Van Milligen

MCVM:sv
Attachment

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

TO: Michael C. Van Milligen, City Manager
FROM: Antonio Mouzon, Community Impact Director
SUBJECT: Intent to apply for City of Dubuque AmeriCorps Program
DATE: 11/25/25

INTRODUCTION

The purpose of this memorandum is to request City Council authorization to submit the City of Dubuque's AmeriCorps grant application to the Iowa Commission on Volunteer Service and the federal AmeriCorps Agency. This application continues a long-standing and impactful program supporting Dubuque youth, local partners, and community well-being.

DISCUSSION

For more than 26 years, 18 of which have been operated under the City of Dubuque, the AmeriCorps Partners in Learning program has delivered strong, measurable outcomes for the Dubuque community. Over 1,000 AmeriCorps members have contributed more than 500,000 hours of service, supporting academic success, social-emotional development, mentoring, and community engagement.

AmeriCorps members receive a modest living allowance and an education award funded through the grant. These dollars circulate back into the local economy through housing, groceries, tuition, childcare, and other essential expenses. Members of varying ages and backgrounds, including retirees, college students, and grandparents, participate each year, with some transferring their earned education awards to eligible dependents or grandchildren.

Program Focus and Community Need

This year's application enhances the previous competitive focus on social and emotional competencies, while addressing workforce skill development. This combined effort allows the program to better address the significant and growing economic and social-emotional needs of Dubuque youth. Community partners and schools report continued increases in:

- Behavioral and crisis intervention needs
- Attendance challenges
- Graduation rate concerns
- Mental health and social-emotional health concerns
- Risk-taking and law-breaking behaviors
- Disproportionate impacts on community members.

Since COVID-19, schools and out-of-school partners have documented a heightened need for structured social-emotional interventions. Because local organizations face

limited staffing and budget constraints, the AmeriCorps program fills a critical gap in services. The program uses a **two-pronged approach**:

1. **School-Based SEL Support:**

AmeriCorps members provide one-on-one social-emotional interventions using the evidence-based Check-In, Check-Out (CICO) model. This support helps stabilize students, build resilience, strengthen coping skills, and enhance academic readiness.

2. **Out-of-School Mentoring & Enrichment:**

Members design and implement after-school and summer programming that fosters community connection, mentorship, enrichment, and positive peer relationships. These programs promote social-emotional growth and reduce disengagement.

Long-standing program partners include:

- Dubuque Community School District
- Multicultural Family Center
- City Departments (Carnegie-Stout Public Library and Parks and Rec)

New program partners include:

- Centrally Rooted
- Bluff Strokes Art Center

Alignment with Federal and State Priorities

The proposed program strongly aligns with AmeriCorps Agency funding priorities, including:

- Service in communities experiencing concentrated poverty
- Program provides job readiness skills and development opportunities
- Programs providing data-driven, evidence-based interventions
- Initiatives offering meaningful benefits and development opportunities for members

It also aligns with the Iowa Commission on Volunteer Service (ICVS) State Service Plan priorities, including:

1. Developing New Service Opportunities
2. Improving Existing Services and Program
3. Building a Culture and Climate of Service
4. Expanding Iowa's Volunteer Base
5. Building Iowa's Volunteer Infrastructure
6. Governor's priority areas—including Future Ready Iowa, supporting Iowa's energy plan, childcare and enrichment, digital literacy and education
7. Participation in the AmeriCorps Disaster Response Team (A-DRT)
8. State Service Plan priorities including Summer Youth Corps through the Multicultural Family Center STEP Program and engagement in the Iowa National Service Corps and maintain strong performance in percentage of program performance measure met.

GRANT DETAIL

- Total Grant Amount: \$407,076
- Anticipated Federal Request: \$240,483
- Match Required: Yes
- Total Match: \$166,593
- Application Due Date: 12/8/25
- Anticipated Notification Date: 5/2026
- Anticipated Receipt of Money: 9/1/2026
- Match Sources:
 - City of Dubuque (proposed)– \$96,593
 - The City currently has \$90,450 allocated within the budget for this initiative. The department is actively securing the remaining \$6,143 required to meet the proposed match requirement.
 - Dubuque Community School District (proposed)– \$45,000
 - Centrally Rooted (proposed) - \$8,000
 - Youth Mental Health Corps (proposed) - \$12,000
 - Bluff Strokes (proposed) - \$5,000

Program Objective:

Deploy 27 AmeriCorps members who will deliver social-emotional learning (SEL) interventions for K–12 students in both school-day and out-of-school settings. Impact will be measured using the Devereux Student Strengths Assessment (DESSA). Members will also recruit and support 100 community volunteers engaged in mentoring and youth programming.

ALIGNMENT WITH CITY COUNCIL GOALS

Comprehensive Plan

- **Economic Prosperity**
 - Supports workforce readiness and long-term economic resilience
- **Social & Cultural Vibrancy**
 - Promotes healthy youth development and community well-being

Council Goal

- **Diverse Arts, Culture, Parks & Recreation**
 - Expands access to enrichment and community-building activities
- **Financially Responsible, High-Performance City Organization**
 - External funds to expand service capacity
 - Supports development of a diverse, skills-oriented local workforce
- **Robust Local Economy**
 - Prepares the future workforce through SEL, mentoring, and skill development
 - Supports upward mobility and empowerment
- **Vibrant Community: Healthy & Safe**
 - Ensures improved access to supportive services
 - Enhances youth well-being and community safety

Future Funding:

Pending performance and federal funding availability, the City will have the opportunity to reapply for continued AmeriCorps funding.

ACTION REQUESTED

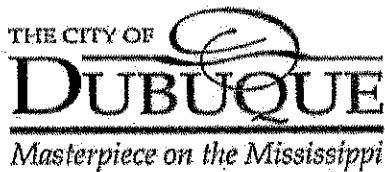
I respectfully request City Council approval to submit the City of Dubuque's AmeriCorps grant application by the State of Iowa's deadline of December 8.

**City of Dubuque
City Council**

CONSENT ITEMS # 16.

ITEM TITLE:	Signed Contracts
SUMMARY:	563 Design, PLLC for the Fire Station Headquarters – Interior Remodel; A-L-L Equipment for Service and/or repairs; Business Telephone Supply for Maintenance to Iowa Street Parking Ramp – Elevator Phone Issue; Eastern Iowa Asphalt Maintenance Inc. for the Restripe Parking Ramps; Ellis Appliance for the Emergency Appliance Repairs for Transportation Services; Ehrlich Concrete & Excavating for the June Drive Storm Sewer and Intake Improvements; Evora Energy for the Fuel System Upgrade; Get Control for Get Control Academy Webinars; Knights of Columbus, Dubuque Council No. 510 for display in Washington Park; Musco Corporation DBQ Musco Sports Lighting, LLC for Services and fees for remote control links; Oak View Group for the Legislative Dinner; OPW Fuel Management Systems, Inc. for the Kerper Court Fuel Island EMV Service and Subscription; Origin Design Co. for the FY2025 City of Dubuque Water System Modeling; Overhead Door Company of Dubuque for Labor and/or installation; The Jetter Guy LLC to Provide inspections and service – Fats, oil and grease removal of great trap; Snow Removal Agreements with Adobos Mexican Grill, Cottingham and Butler, Department of Corrections, Fischer Companies, Graham Brothers, Grand Opera House, Hartig, Midwest One Bank, Miller Companies, Northeast Iowa Community College, Premier Bank, and United Way of Dubuque; Sunflower Enterprises, Inc. for the lease of Barge #23, 175x32x5; Valentine Construction Co. for Concrete Work in Port Ramp; Tschiggfrie Excavating for Terminal Street Lift Station Bypass Pumping; WHKS & Co. for the Track Line Sanitary Sewer Relocation Project – Phase One; Wiss, Janney, Elstner Associates, Inc. (WJE) for Proposal structural assessment and material studies for three Caldwell-era buildings at Eagle Point Park.
SUGGESTED DISPOSITION:	Receive and File
ATTACHMENTS:	

1. Ellis Appliance
2. Eastern Iowa Asphalt
3. Business Telephone Supply
4. EPP Contract Signature request WJE (10)
5. Overhead Door Company of Dubuque
6. A-L-L Equipment for Service and/or repairs
7. Musco Corporation DBQ Musco Sports Lighting, LLC
8. OPW Fuel Management Systems, Inc.
9. Origin Design
10. Evora Energy
11. 563 Design PLLC
12. Valentine Construction
13. WHKS
14. Contract Approval and Signature for 563 Design PLLC
15. The Jetter Guy LLC
16. Tschiggfrie Excavating
17. Get Control
18. Knights of Columbus
19. Sunflower Enterprises, Inc.
20. Oak View Group
21. Downtown Snow Removal Agreements
22. Ehrlich Concrete & Excavating



City of Dubuque
53 _____ Department
949 Kerper Blvd _____
(address)
Dubuque, IA 52001
Phone # 563-690-6463 _____

**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 Ellis Appliance

(Vendor Name)

235 W 2nd Street, Dubuque, IA 52001

(Vendor Address - City and State)

PROJECT TITLE: Emergency Appliance Repairs for Transportation Services

(Project)

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

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

Emergency Appliance Repairs for Transportation Services

The work described above shall be completed at the following location(s):

949 Kerper Blvd, 950 Elm Street

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
6/30/2026 (date)

7. Indemnification; Liability for City Damage

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
 - B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
- 8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule 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 \$ 500.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 11/12/2025
Michael C. Van Milligen
City Manager Date

VENDOR:

Ellis Appliance
Company Name
By: [Signature] 10/28/25
Signature Date
Dave Ellis
Printed Name
owner
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.
2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.
3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.
4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.
5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.
6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.
7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.
8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.
9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.
11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.
12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.
14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B
INSURANCE SCHEDULE F

Class A:

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

Class B:

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

Class C:

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

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project # _____ Project name: _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate required shall be furnished to the _____ Department of the City of Dubuque.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
- 9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

All Class A contractors with contract values in excess of \$10,000,000 must have umbrella/excess liability coverage of \$10,000,000.

All Class A and Class B contractors with contract values between \$500,000 and \$10,000,000 must have umbrella/excess liability coverage of \$3,000,000.

All Class A and B contractors with contract values less than \$500,000 must have umbrella/excess liability coverage of \$1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of \$3,000,000 umbrella regardless of the contract value.

E) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.
- 7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ☐ Yes ☐ No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

\$_____ each occurrence (per limits required by Railroad)

\$_____ policy aggregate (per limits required by Railroad)

AND

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

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.

INSURANCE SCHEDULE G (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others endorsement.
- 7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Vendor is not required to purchase Workers' Compensation Insurance, the Vendor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution product and completed operations coverage shall also be covered.

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed 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. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project # _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.
- 6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
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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)



City of Dubuque
46/53 Department
949 Kerper Blvd
(address)
Dubuque, IA 52001
Phone # 563-690-6463

**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 Eastern Iowa Asphalt Maintenance Inc.

(Vendor Name)

105 Rose Ct, PO Box 181, Farley, IA 52046

(Vendor Address - City and State)

PROJECT TITLE: Restripe Parking Ramps

(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:

Restripe Parking Ramps / Lots for Transportation Services

The work described above shall be completed at the following location(s):

Parking Ramps, Lots

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
6/30/2026 (date)

7. Indemnification; Liability for City Damage

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
 - B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule 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 \$ 33,000.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 11/12/2025
Michael C. Van Milligen
City Manager Date

VENDOR:

Eastern Iowa Asphalt Inc
Company Name
By: Steve Kilgus 11-6-25
Signature Date
Steve Kilgus
Printed Name
President
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.
2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.
3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.
4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.
5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.
6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.
7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.
8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.
9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.
11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.
12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.
14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE F

Class A:

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

Class B:

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

Class C:

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

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project # _____ Project name: _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate required shall be furnished to the _____ Department of the City of Dubuque.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
- 9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit

\$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

All Class A contractors with contract values in excess of \$10,000,000 must have umbrella/excess liability coverage of \$10,000,000.

All Class A and Class B contractors with contract values between \$500,000 and \$10,000,000 must have umbrella/excess liability coverage of \$3,000,000.

All Class A and B contractors with contract values less than \$500,000 must have umbrella/excess liability coverage of \$1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of \$3,000,000 umbrella regardless of the contract value.

E) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.
- 7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ☐ Yes ☐ No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

\$_____ each occurrence (per limits required by Railroad)

\$_____ policy aggregate (per limits required by Railroad)

AND

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

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.

INSURANCE SCHEDULE G (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others endorsement.
- 7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Vendor is not required to purchase Workers' Compensation Insurance, the Vendor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution product and completed operations coverage shall also be covered.

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed 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. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project # _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.
- 6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
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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.

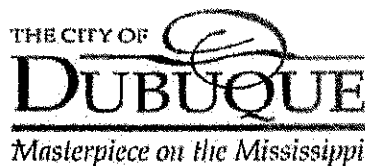
Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you 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)



City of Dubuque
46 _____ Department
950 Elm Street
(address)
Dubuque, IA 52001
Phone # 690-6463

**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 780 Cedar Cross Rd.

(Vendor Name)
Business Telephone Supply

(Vendor Address - City and State)

PROJECT TITLE: Maintenance to Iowa Street Parking Ramp - Elevator Phone issue

(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:

Elevator Phone at 601 Iowa Street Parking Ramp

The work described above shall be completed at the following location(s):

601 Iowa Street Parking Ramp

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa

and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following **WHERE APPLICABLE**:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal;**
- **Plans and Specifications;**
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A);** and
- **INSURANCE – 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

6/30/2028

(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 \$ 5194.91

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 11/12/2025
Michael C. Van Milligen
City Manager Date

VENDOR:

Business Telephone Supply
Company Name
By: [Signature] 11-16-25
Signature Date
Law Feller
Printed Name
[Signature]
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	Fiber Optics	Sanitary Sewers
Asphalt Paving	Fire Protection	Sheet Metal
Concrete	Fireproofing	Site Utilities
Construction Managers	General Contractors	Shoring
Cranes	HVAC	Special construction
Culverts	Mechanical	Steel
Decking	Paving & Surfacing	Storm sewers
Demolition	Piles & Caissons	Structural Steel
Deconstruction	Plumbing	Trails
Earthwork	Retaining Walls	Tunneling
Electrical	Reinforcement	Water main
Elevators	Roofing	

Class B:

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

Class C:

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

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project # _____ Project name: _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate required shall be furnished to the _____ Department of the City of Dubuque.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
- 9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit

\$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

All Class A contractors with contract values in excess of \$10,000,000 must have umbrella/excess liability coverage of \$10,000,000.

All Class A and Class B contractors with contract values between \$500,000 and \$10,000,000 must have umbrella/excess liability coverage of \$3,000,000.

All Class A and B contractors with contract values less than \$500,000 must have umbrella/excess liability coverage of \$1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of \$3,000,000 umbrella regardless of the contract value.

E) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.
- 7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ☐ Yes ☐ No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

\$_____ each occurrence (per limits required by Railroad)

\$_____ policy aggregate (per limits required by Railroad)

AND

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

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.

INSURANCE SCHEDULE G (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others endorsement.
- 7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Vendor is not required to purchase Workers' Compensation Insurance, the Vendor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution product and completed operations coverage shall also be covered.

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed 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. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project # _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.
- 6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
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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)



City of Dubuque
Parks & Recreation Department Steve
Fehsal, Parks Division Mgr.
2200 Bunker Hill
Dubuque, IA 52001
Phone # 563-589-4260

**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

Wiss, Janney, Elstner Associates, Inc. (WJE)

330 Pfingsten Rd., Northbrook, IL 60062; 847-272-7400, www.wje.com

PROJECT TITLE: Proposal structural assessment and material studies for three
Caldwell-era buildings at Eagle Point Park.

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:

*Please see attached proposal by WJE dated 9/4/2025

Modifications to the original short term contract include 1) items in italics as modifications
or additions and 2) items with strike-throughs as removed, as requested by WJE
and agreed upon by the City.

The work described above shall be completed at the following location(s):

Bridge Complex, Veranda Rooms, and Indian Room at Eagle Point Park in Dubuque

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa

and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following **WHERE APPLICABLE:**

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal;**
- **Plans and Specifications;**
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A);** and
- **INSURANCE – 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
March 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.

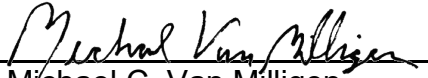
THE CITY AGREES:

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 \$ 40,000 (forty thousand dollars)

CITY OF DUBUQUE, IOWA

VENDOR:

By:  11/13/2025
Michael C. Van Milligen
City Manager Date

Wiss, Janney, Elstner Associates, Inc. (WJE)
Company Name
By:  11/12/2025
Signature Date
Michael Ford
Printed Name
Senior Associate
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 D

INSURANCE SCHEDULE J

1. WJE, Inc. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project # _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. ~~If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.~~
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require ~~complete, certified~~ copies of all required insurance policies, including endorsements, required by this Schedule ~~at any time.~~
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26, *or ISO FORM CG 2010 and CG 2037.*
- 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
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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 - *each occurrence and policy aggregate*

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 - *per claim and in aggregate*

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 *three (3) years* after completion of the work or services.
- 3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of *three (3) years* after completion of the work or services.

F) CYBER LIABILITY/BREACH \$1,000,000

☐ 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 Governmental 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
PARKS & RECREATION Department
2200 BUNKER HILL RD
(address)
Dubuque, IA 52001
Phone # 563-589-4317

**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 OVERHEAD DOOR COMPANY OF DUBUQUE

(Vendor Name)

1040 CEDAR CROSS RD, DUBUQUE, IOWA 52003

(Vendor Address - City and State)

PROJECT TITLE: LABOR AND/OR INSTALLATION

(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:

INSTALLATION AND/OR LABOR

The work described above shall be completed at the following location(s):

VARIOUS CITY OF DUBUQUE PARKS AND RECREATION LOCATIONS

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.

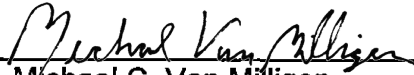
THE CITY AGREES:

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 \$ 1800.00

CITY OF DUBUQUE, IOWA

VENDOR:

By:  11/17/2025
Michael C. Van Milligen
City Manager Date

OVERHEAD DOOR COMPANY OF DUBUQUE
Company Name

By: Ashley Weber Digitally signed by Ashley Weber
Date: 2025.11.17 11:09:42 -06'00' 11/17/2025
Signature Date

Ashley Weber
Printed Name

Office Manager
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.
2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.
3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.
4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.
5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.
6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.
7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.
8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.
9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.
11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.
12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.
14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE F

Class A:

Asbestos Removal
Asphalt Paving
Concrete
Construction Managers
Cranes
Culverts
Decking
Demolition
Deconstruction
Earthwork
Electrical
Elevators

Fiber Optics
Fire Protection
Fireproofing
General Contractors
HVAC
Mechanical
Paving & Surfacing
Piles & Caissons
Plumbing
Retaining Walls
Reinforcement
Roofing

Sanitary Sewers
Sheet Metal
Site Utilities
Shoring
Special construction
Steel
Storm sewers
Structural Steel
Trails
Tunneling
Water main

Class B:

Chemical Spraying
Doors, Window &
Glazing
Drywall Systems
Fertilizer Application
Geotech Boring
Insulation
Finish Carpentry

Landscaping
Masonry
Vehicular Snow Removal
Painting & Wall Covering
Pest Control
Scaffolding
Sidewalks
Plastering

Rough Carpentry
Stump Grinding
Tank Coating
Tree Removal
Tree Trimming
Tuckpointing
Waterproofing
Well Drilling

Class C:

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

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project # _____ Project name: _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate required shall be furnished to the _____ Department of the City of Dubuque.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
- 9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

All Class A contractors with contract values in excess of \$10,000,000 must have umbrella/excess liability coverage of \$10,000,000.

All Class A and Class B contractors with contract values between \$500,000 and \$10,000,000 must have umbrella/excess liability coverage of \$3,000,000.

All Class A and B contractors with contract values less than \$500,000 must have umbrella/excess liability coverage of \$1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of \$3,000,000 umbrella regardless of the contract value.

E) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.
- 7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ☐ Yes ☐ No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

\$_____ each occurrence (per limits required by Railroad)

\$_____ policy aggregate (per limits required by Railroad)

AND

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

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)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/13/2025

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 AssuredPartners Great Plains, LLC PO Box 759 Dubuque IA 52004-0759		CONTACT NAME: Jena Wilwert PHONE (A/C, No, Ext): 563-556-0272 FAX (A/C, No): 563-556-4425 E-MAIL: jena.wilwert@assuredpartners.com ADDRESS:		
INSURED Pregler Overhead Door Co., Inc. dba Cedar Cross Overhead Door Co. dba Overhead Door Company of Dubuque 1040 Cedar Cross Rd. Dubuque IA 52003		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: SECURA Insurance, A Mutual Company		22543
		INSURER B: Dakota Truck Underwriters		34924
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1971390678 **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	CP3407462	3/31/2025	3/31/2025 EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		Y	A3407451	3/31/2025	3/31/2025 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTIONS 0		Y	CU3407453	3/31/2025	3/31/2025 EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	WC010-0074245-2025A	3/31/2025	3/31/2025 ☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required)
RE: Various City of Dubuque Parks and Recreation Locations.
General Liability is written with form CG0001 04/13. The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are listed as Additional Insured on a primary & non-contributory basis including ongoing and completed operations. Governmental Immunities in favor of the City of Dubuque is included. Waiver of Subrogation is included on the General Liability, Auto Liability and Workers Compensation in favor of the City of Dubuque. Umbrella is following form. A 30-Day Notice of Cancellation is included on the above policies for the City of Dubuque. The above is included per forms CGE1037, ILE1401, CAE0131 and WC000313.

CERTIFICATE HOLDER City of Dubuque Parks & Recreation Dept 2200 Bunker Hill Rd Dubuque IA 52001	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

ELITE ADDITIONAL INSURED WRAP

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

SCHEDULE

Optional Coverages	
Additional Insured When Required by Written Agreement – Other Parties	
Information required to complete this Schedule, if not shown above, will be shown on the Declarations.	

A. Additional Insured When Required By Written Agreement – Ongoing Operations

1. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in a written agreement prior to a loss, that such person or organization be added as an additional insured on your policy.

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this provision ends when your operations under the written agreement are completed.

2. The insurance afforded to any additional insured is subject to the terms and conditions of this policy. Coverage for any additional insured will not be broader than that which is provided by this policy and afforded to any Named Insured.
3. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
 - a. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.
 - b. This insurance does not apply to "bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- c. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

B. Additional Insured When Required By Written Agreement – Completed Operations

1. SECTION II - WHO IS AN INSURED is amended to include as an additional insured any person or organization for whom you have performed operations when you and such person or organization have agreed in a written agreement prior to a loss, that such person or organization be added as an additional insured on your policy.

Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

A person or organization's status as an insured under this provision will end at the period of time required by the written agreement. If no time period is required by the written agreement, a person or organization's status as an additional insured under this provision will end at the expiration of any applicable statute of repose.

2. The insurance afforded to any additional insured is subject to the terms and conditions of this policy. Coverage for any additional insured will not be broader than that which is provided by this policy and afforded to any Named Insured.
3. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
 - a. This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.
 - b. This insurance does not apply if the person or organization required to be added as an additional insured is specifically named as an additional insured under any other provision of, or endorsement added to this policy.

C. Additional Insured When Required by Written Agreement – Other Parties

1. If optional coverage Additional Insured When Required By Written Agreement – Other Parties is shown as included in the schedule of this endorsement, Paragraph A. and Paragraph B. of this endorsement are amended to add as additional insured any other person or organization you are required to add as an additional insured under the written agreement described in Paragraph A. and Paragraph B. of this endorsement.
2. Coverage for any additional insured described in Paragraph C.1. of this endorsement will not be broader than that which is provided by this policy and afforded to any Named Insured and any additional insured described in paragraphs A. and B. of this endorsement.
3. If optional coverage Additional Insured When Required By Written Agreement – Other Parties is shown as excluded in the schedule of this endorsement, this endorsement only applies to such person or organization described in Paragraph A. and Paragraph B. of this endorsement.

D. Primary And Noncontributory

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS; 4. Other Insurance; b. Excess Insurance is amended to add:

This insurance is excess over any other insurance available to an additional insured whether primary, excess, contingent or on any other basis, unless you have agreed in a written agreement prior to the loss that specifically requires that this insurance be either primary or primary and noncontributory. Then this

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

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in a written agreement prior to the loss that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Other insurance means a policy of insurance providing coverage for any portion of liability alleged against an additional insured for a claim that this policy also covers. Other insurance includes any type of self-insurance or other mechanisms by which an Insured arranges for funding of legal liabilities.

E. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS; 8. Transfer Of Rights Of Recovery Against Others To Us Condition is amended to add:

We waive any right of recovery against any person or organization for all or part of any payment we have made under this Coverage Part, to whom the insured has waived its right of recovery in a written agreement. However, our rights may only be waived prior to the "occurrence" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

F. Amendments – Limits of Insurance

With respect only to the coverage provided by this endorsement, SECTION III – LIMITS OF INSURANCE is amended to add:

1. Aggregate Limits Of Insurance – Per Project

Under LIMITS OF INSURANCE shown on the Declarations, the General Aggregate Limit applies separately to each of your projects away from the premises owned by you or rented to you. This extension does not apply to the "products-completed operations hazard".

2. Applicable Limits of Insurance

The Limits of Insurance applicable to the additional insured are those specified in the written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations. If other insurance available to you and written by us is applicable to this additional insured, the maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit under any one coverage form or policy providing coverage on either a primary or excess basis.

G. Additional Conditions

With respect only to the coverage provided by this endorsement, SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to add:

Additional Insured Duty To Notify

The additional insured described in A.1., B.1., or C.1. of this endorsement must give written notice of loss, including a demand for defense and indemnity, to any other insurer which covers the additional insured for the loss we cover under this endorsement. Such notice must demand full coverage available and the additional insured shall not waive or limit such other available coverage after the loss occurs.

This additional condition does not apply to the insurance available to the additional insured which covers that person or organization as a named insured.

All other terms and conditions of this policy not in conflict with the terms and conditions of this endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

AUTO ADDITIONAL INSURED WRAP

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

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

A. AUTOMATIC ADDITIONAL INSURED – PRIMARY AND NONCONTRIBUTORY

SECTION II – COVERED AUTOS LIABILITY COVERAGE, subsection A. Coverage, paragraph 1. Who Is An Insured is amended to add:

d. (1) Automatic Additional Insured – Primary And Noncontributory

Any person or organization is an additional insured when you and such person or organization have agreed in writing prior to a loss that such person or organization be added as additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto", provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. This insurance is primary and is not contributing with any other insurance carried by the additional insured.

(2) Blanket Lessor Additional Insured Provisions

If the additional Insured is a lessor of a "leased auto";

(a) Coverage

- i. Any "leased auto" that is a covered "auto" will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.

For a covered "auto" that is a "leased auto" Who Is An Insured is changed to include as an "Insured" the lessor.

- ii. The coverages provided under this endorsement apply to any "leased auto" until the policy expiration date, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

(b) Loss Payable Clause

- i. We will pay, as interest may appear, you and the lessor for "loss" to a "leased auto".
- ii. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- iii. If we make any payment to the lessor, we will obtain his or her rights against any other party.

(c) The lessor is not liable for payment of your premiums.

(d) Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that required you to provide direct primary insurance for the lessor.

B. WAIVER – TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV – BUSINESS AUTO CONDITIONS, subsection A. Loss Conditions, paragraph 5. Transfer Of Rights Of Recovery Against Others To Us is amended to add:

We waive any right of recovery we may have against any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be waived from recovery because of payments we make for injury or damage arising out of an "accident" and resulting from the ownership, maintenance or use of a covered "auto". However, our rights may only be waived prior to the "accident" for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

Effective	Expiration	Persons	Organization
3/31/2025	3/31/2026	Per signed contract on file on the insured premises	Blanket Waiver of Subrogation

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	3/31/2025 12:00:00 AM	Policy No.	WC010-0074245-2025A	Endorsement No.	0
Insured	Pregler Overhead Door Co Inc			Premium	

Insurance Company
Dakota Truck Underwriters

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION ENDORSEMENT

This Endorsement modifies insurance provided under the following:

BUSINESSOWNERS POLICY

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

SCHEDULE

Name and address/contact information of Person(s) or Organization(s):

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following Condition is added:

Notice Of Cancellation – Scheduled Person(s) or Organization(s)

- a. If we do not renew or cancel this policy, we will send advance written notice to the person(s) or organization(s) as shown in the SCHEDULE. The notice will be delivered by any method we choose, in the applicable timeframe specified in the policy's Cancellation Condition, any amendment to that Condition, or any other statutory timeframe requirements.
- b. Notice provided on this policy shall also apply as notice for any other Commercial Lines insurance policy or coverage part issued to the Named Insured by us.
- c. The notice is intended only to inform the person(s) or organization(s) named in the SCHEDULE in the event of a pending cancellation or non-renewal of coverage. Our failure to provide such advance notification will not:
 - (1) Change any policy cancellation or non-renewal effective date;
 - (2) Negate any cancellation or non-renewal of the policy; or
 - (e) Grant, alter, or extend any rights or obligations under any policy issued by us.

All other terms and conditions of this policy not in conflict with the terms and conditions of this Endorsement shall continue to apply.

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.
IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT

This Endorsement modifies Insurance provided under the following:

BUSINESS AUTO COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
GARAGE COVERAGE PART
MOTOR CARRIER COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

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

SCHEDULE

Governmental Entity: City of Dubuque

Governmental Entity Address: 50 W 13th Street
Dubuque, Iowa 52001

Project: Various Parks & Recreation Locations

(If no entry appears above, information required to complete this Endorsement will be shown in the Endorsement Schedule of the Declarations as applicable to this Endorsement.)

The following Conditions are added with respects to the Governmental Entity and Project shown in the Schedule:

Non-waiver of Government Immunity

We expressly agree and state that the purchase of this policy and the including of the Governmental Entity shown in the Schedule as an Additional Insured do not waive any of the defenses of governmental immunity available to the Governmental Entity shown in the Schedule under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

Claims Coverage

We further agree 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.

Assertion of Government Immunity

The Governmental Entity shown in the Schedule shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request by us. Nothing contained in this endorsement shall prevent us from asserting the defense of governmental immunity on behalf of the Governmental Entity shown in the Schedule.

Non-Denial of Coverage

We shall not deny coverage under this policy and we shall not deny any of the rights and benefits accruing to the Governmental Entity shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Governmental Entity shown in the Schedule.

No Other Change in Policy

We and the Governmental Entity shown in the Schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

All other terms and conditions of this policy not in conflict with the terms and conditions of this endorsement shall continue to apply.



2007-2012-2013
2017-2019

City of Dubuque
PARKS & RECREATION Department
2200 BUNKER HILL RD
(address)
Dubuque, IA 52001
Phone # 563-589-4317

**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 A-L-L EQUIPMENT

(Vendor Name)

PO BOX 909, MOLINE, IL 61266

(Vendor Address - City and State)

PROJECT TITLE: SERVICE AND/OR REPAIRS

(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:

SERVICE AND/OR REPAIRS

The work described above shall be completed at the following location(s):

VARIOUS CITY OF DUBUQUE PARKS AND RECREATION LOCATIONS

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 \$ 1050.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 11/14/2025
Michael C. Van Milligen Date
City Manager

VENDOR:

A-L-L EQUIPMENT
Company Name
By: [Signature] 11/13/25
Signature Date
RON WELSER
Printed Name
PRESIDENT
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.
2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.
3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.
4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.
5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the Invoice or from the date of the receipt of the goods, whichever is later.
6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.
7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.
8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.
9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.
11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.
12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.
14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B
INSURANCE SCHEDULE F

Class A:

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

Class B:

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

Class C:

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

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of Insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project # _____ Project name: _____ or Project Location at _____ or construction of _____.
2. All policies of Insurance required hereunder shall be with an Insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate required shall be furnished to the _____ Department of the City of Dubuque.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work Insurance for the coverages described in this Insurance Schedule and shall obtain certificates of Insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the Insurance policies required below.
10. All certificates of Insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to 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 Nondetention of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

All Class A contractors with contract values in excess of \$10,000,000 must have umbrella/excess liability coverage of \$10,000,000.

All Class A and Class B contractors with contract values between \$500,000 and \$10,000,000 must have umbrella/excess liability coverage of \$3,000,000.

All Class A and B contractors with contract values less than \$500,000 must have umbrella/excess liability coverage of \$1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of \$3,000,000 umbrella regardless of the contract value.

E) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.
- 7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ☐ Yes ☐ No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

\$_____ each occurrence (per limits required by Railroad)

\$_____ policy aggregate (per limits required by Railroad)

AND

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability- Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

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)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/8/2025

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 HUB International Midwest Limited dba Ruhl & Ruhl Insurance 212 Brady St Suite 4B Davenport IA 52801		CONTACT NAME: Joyce Briggs PHONE (A/C, No, Ext): 563-823-6724 FAX (A/C, No): 563-324-3410 E-MAIL ADDRESS: joyce.briggs@hubinternational.com	
INSURED A-L-L Equipment Inc.; Quality Pumps & Compressors; TH Pumps LLC; Freshwater Properties LLC 204-38th St; PO Box 809 Moline IL 61266-0909		INSURER(S) AFFORDING COVERAGE INSURER A: United Fire & Casualty Company INSURER B: Travelers Casualty & Surety Company of America INSURER C: INSURER D: INSURER E: INSURER F:	
		NAICS 13021 31194	

COVERAGES

CERTIFICATE NUMBER: 1775780055

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 LTD	TYPE OF INSURANCE	ADDITIONAL INSURED	WV	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:	Y	Y	80544414	3/30/2025	3/30/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	80544414	3/30/2025	3/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	60544414	3/30/2025	3/30/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	60544414	3/30/2025	3/30/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A B	Leased/Rentd Empt Empl Theft/Crime			60544414 105581393	3/30/2025 3/30/2024	3/30/2026 3/30/2027	Leased/Rentd Empt Empl Theft of Client Property \$100,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Travelers Crime policy includes \$1,000,000 coverage for employee theft of client property
City of Dubuque is included as additional insured under General Liability, on a primary and non-contributory basis, when agreed in a written contract, subject to policy terms, conditions and exclusions. A waiver of subrogation applies under General Liability and Workers Compensation in favor of the additional insureds listed, when agreed in a written contract, subject to policy terms, conditions and exclusions. The policy has been endorsed to give a 30 day notice of cancellation and add the Governmental Immunities Endorsement.

CERTIFICATE HOLDER

City of Dubuque
Water & Resource Recovery Center
795 Julien Dubuque Dr
Dubuque IA 52003

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

B. C. M.



City of Dubuque
Parks & Recreation Department
2200 Bunker Hill Rd
(address)
Dubuque, IA 52001
Phone # 563-589-4317

**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 Musco Corporation DBA Musco Sports Lighting, LLC

(Vendor Name)

PO Box 200692 Dallas, TX 75320-0692

(Vendor Address - City and State)

PROJECT TITLE: SERVICE & FEES FOR REMOTE CONTROL LINKS

(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:

CONTROL LINK SERVICE & FEES

The work described above shall be completed at the following location(s):

COMISKEY

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 \$ 950.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 11/17/2025
Michael C. Van Milligen
City Manager Date

VENDOR:

Musco Sports Lighting, LLC
Company Name
By: [Signature] November 17, 2025
Signature Date
James M. Hansen
Printed Name
Secretary
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 D

INSURANCE SCHEDULE J

1. Musco Lighting 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 Comiskey Park or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.
- 6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
-----------------------	-------------

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- 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)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 4201 Westown Parkway, Suite 120 West Des Moines IA 50266		CONTACT NAME: Francisco Honzura PHONE (A/C No. Ext): 515-309-6220 E-MAIL ADDRESS: Francisco.Honzura@ajg.com FAX (A/C No):		
INSURED Musco Sports Lighting, LLC 211 2nd Ave W Oskaloosa, IA 52577		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Sentry Insurance Company		24988
		INSURER B: Indian Harbor Insurance Company		36940
		INSURER C: Travelers Property Casualty Company of America		25674
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 474178643

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y	Y	9016877004	7/1/2025	7/1/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 PRODUCTS - \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	9016877003	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PROPERTY DAMAGE \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			CUP9X03061125NF	7/1/2025	7/1/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 AGGREGATE \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	9016877001 9016877002	7/1/2025 7/1/2025	7/1/2026 7/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Architects & Engineers Professional Liability & Pollution Liability			CEO742113905	7/1/2025	7/1/2026	Each Claim Aggregate Retention \$5,000,000 \$5,000,000 \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Vendor Service Agreement

City of Dubuque as an Additional Insured with respect to General Liability and Auto Liability coverages as evidenced herein on a Primary/Non-Contributory basis as required by written contract with respect to work performed by the Named Insured. A Waiver of Subrogation in favor of additional insureds is included under the General Liability, Auto Liability and Workers compensation coverages as evidenced herein as required by written contract. 30 Days' Notice of Cancellation applies in favor of Certificate Holder as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

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

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

Scott Schindler

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

Name:

Address: AL, AR, CO, CT, FL, GA, IA, ID, IL, IN, KS, LA, MD, MI, MN, MO, MS, NC, NY, OK, OR,
PA, RI, SC, TN, VA

Description of Waiver: Any person or organization for whom the Named Insured has agreed by written contract executed prior to loss.

JobID:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. 9016877001

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13

(Ed. 4-84)

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9016877001
Sentry Casualty Company

1 00002 000000000 21179 0 N

85847514-b51d-454c-a68e-be75ff5ffc32

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

Name:

Address: AZ, WI

Description of Waiver: Any person or organization for whom the Named Insured has agreed by written contract executed prior to loss.

JobID:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No. 9016877002

Endorsement No.
Premium

Insurance Company

Countersigned by _____

WC 00 03 13

(Ed. 4-84)

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9016877002
Sentry Casualty Company

1 00001 0000000000 23174 0 N

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06/23/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - AUTOMATIC STATUS WHEN
REQUIRED BY CONTRACT OR AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

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

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

- A. The Who Is An Insured provision of Covered Autos Liability Coverage** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

The status of an additional insured under this endorsement ends when your operations for that additional insured are completed.

- B. The most we will pay on behalf of the additional insured is the lesser of the amount payable under the Limit of Insurance for Covered Autos Liability Coverage or the amount of insurance required by the contract or agreement.**
- C. Notwithstanding any requirement, term or condition of any contract or agreement with respect to which this endorsement may pertain, the insurance afforded to the additional insured is subject to all the terms, exclusions and conditions of the COMMERCIAL AUTO COVERAGE FORM to which this endorsement is attached.**

POLICY NUMBER: 9016877003

COMMERCIAL AUTO
CA 76 01 06 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED - PRIMARY AND
NONCONTRIBUTORY - COVERED AUTOS
LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

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

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

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

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

Named Insured:

Endorsement Effective Date: 07/01/2025

SCHEDULE

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

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

A. Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in:

- (1) Paragraph A.1. of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or
- (2) Paragraph D.2. of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

B. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

- (1) The person or organization is a Named Insured under such other insurance; and
- (2) Prior to the "accident" you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

POLICY NUMBER: 9016877003

COMMERCIAL AUTO
CA 76 16 06 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured: Musco Corporation

Endorsement Effective Date: 07/01/2025

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
NOTICE OF CANCELLATION - CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM
COMMERCIAL AUTOMOBILE COVERAGE PARTS
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PARTS
COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE FORM
EMPLOYMENT RELATED PRACTICES LIABILITY
POLLUTION LIABILITY COVERAGE
ERRORS AND OMISSIONS COVERAGE FORM

In the event we cancel this policy, we shall endeavor to also mail to the person(s) or organization(s) listed in the Schedule for this endorsement advance written notice of cancellation.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule below to any benefit, rights or protection under this policy.

Failure by us to provide this notice of cancellation to the person(s) or organization(s) listed or described in the Schedule below will not impose liability of any kind upon us.

Any of these provisions that conflict with a law that controls the notice of cancellation of the insurance in this endorsement is changed by this statement to comply with the law.

Schedule

Person(s) or Organization(s) including mailing address:

Per the listing of certificate holders provided by the Broker upon our request. 30 day notice of cancellation applies.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

As required by written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: 9016877004

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: As required by written contract
Location And Description of Completed Operations: As required by written contract
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED, PRIMARY & NONCONTRIBUTORY, WAIVER OF SUBROGATION

This endorsement modifies the coverage provided under the following Coverage Form(s):

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage enhancements are listed below. For details of each coverage, please read the corresponding policy provisions in the body of this endorsement.

- 1. Additional Insureds - Automatic Status for 12 Additional Insured Types**
 - A. Automatic Status When Required In Written Contract Or Agreement (for Acts or Omissions In The Performance of Your Operations)
 - B. Lessor of Leased Equipment
 - C. Owners or Other Interests From Whom Land Has Been Leased
 - D. Manager or Lessor of Premise
 - E. Mortgagee, Assignee, or Receiver
 - F. Controlling Interest
 - G. Co-owner Of Insured Premises
 - H. Executors, Administrators, Trustees Or Beneficiaries
 - I. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
 - J. Any Person Or Organization You Are Performing Work For
 - K. Vendors
 - L. Grantor of Franchise
- 2. Primary and Noncontributory - Other Insurance Condition**
- 3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic**

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

1. Additional Insureds - Automatic Status for 12 Additional Insured Types

Section II - Who Is An Insured is amended to include the following as additional insureds when you have agreed to add that person or organization as an Additional Insured on your policy in a written contract or written agreement with that person or organization, or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit and while the contract, agreement or permit remains in effect.

A. Automatic Status When Required In Written Contract Or Agreement (for Acts or Omissions In The Performance of Your Operations)

- 1) A person or organization with respect to liability for:
 - a. "Bodily injury" or "property damage" not included in the "products-completed operations hazard"; or
 - b. "Personal and advertising injury";caused by, in whole or in part, your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your operations.

- 2) With respect to insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to rendering of or failure to render any professional service. This includes but is not limited to:

- a. Legal, accounting or advertising services;
- b. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- c. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- d. Engineering services, including related supervisory or inspection services;
- e. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- f. Any health or therapeutic service treatment, advice or instruction;
- g. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- h. Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
- i. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- j. Body piercing services;
- k. Services in the practice of pharmacy;
- l. Law enforcement or firefighting services; and
- m. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

B. Lessor of Leased Equipment

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. Owners or Other Interests From Whom Land Has Been Leased

- 1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you by the additional insured person(s) or organization(s).
- 2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

 - a. Any "occurrence" which takes place after you cease to lease that land;
 - b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).

D. Manager or Lessor of Premise

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you by the additional insured person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

E. Mortgagee, Assignee, or Receiver

Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured person(s) or organization(s).

F. Controlling Interest

- 1) Any person(s) or organization(s) with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease or occupy these premises.
- 2) This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

G. Co-owner Of Insured Premises

Any person(s) or organization(s) with respect to their liability as co-owner of a premises coowned by you and covered under this insurance.

H. Executors, Administrators, Trustees Or Beneficiaries

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

I. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- 2) The construction, erection or removal of elevators; or
- 3) The ownership, maintenance or use of any elevators covered by this insurance.

J. Any Person Or Organization You Are Performing Work For

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1) In the performance of your ongoing operations; or
- 2) In connection with your premises owned by or rented to you.

K. Vendors

- 1) Any person(s) or organization(s) (referred to throughout this endorsement as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

- a. The insurance afforded to such vendor only applies to the extent permitted by law; and

- b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- 2) With respect to the insurance afforded to these vendors, the following additional exclusions apply:
- a. The insurance afforded the vendor does not apply to:
- 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - 2) Any express warranty unauthorized by you;
 - 3) Any physical or chemical change in the product made intentionally by the vendor;
 - 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - 6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - 7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- 8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- L. Grantor of Franchise**
- Any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.
- However:
1. The insurance afforded to such additional insureds only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.
- This endorsement shall not increase the applicable limits of insurance.
- If there is any difference in coverage afforded to an additional insured in this endorsement and

that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

2. Primary And Noncontributory Insurance

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

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

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from

any other insurance available to the additional insured.

3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
NOTICE OF CANCELLATION - CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM
COMMERCIAL AUTOMOBILE COVERAGE PARTS
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PARTS
COMMERCIAL EXCESS/UMBRELLA LIABILITY COVERAGE FORM
EMPLOYMENT RELATED PRACTICES LIABILITY
POLLUTION LIABILITY COVERAGE
ERRORS AND OMISSIONS COVERAGE FORM

In the event we cancel this policy, we shall endeavor to also mail to the person(s) or organization(s) listed in the Schedule for this endorsement advance written notice of cancellation.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule below to any benefit, rights or protection under this policy.

Failure by us to provide this notice of cancellation to the person(s) or organization(s) listed or described in the Schedule below will not impose liability of any kind upon us.

Any of these provisions that conflict with a law that controls the notice of cancellation of the insurance in this endorsement is changed by this statement to comply with the law.

Schedule

Person(s) or Organization(s) including mailing address:

Per the listing of certificate holders provided by the Broker upon our request. 30 day notice of cancellation applies.

All other terms and conditions of this policy remain unchanged.

	FMS EMV Processing Agreement For any questions about your subscription agreement, contact your local commercial district manager at fmssales@doverfs.com. For any questions about payment and billing contact fmsorders@doverfs.com. Thank you.
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The DFS Fleet EMV Terminal solution utilizes the Online Authorization & Switching Environment (OASE) cloud service by DFS to securely route encrypted EMV bankcard transaction packets from the payment terminal to the bankcard host. The site subscription agreement provides for access from 1-12 terminals per site (tied to one FSC3000 fuel site controller). Transaction logs are kept for possible diagnostic use and assistance, accessible by DFS support technicians. The system also keeps the terminal software updated to the latest released version.

Subscriber Billing Address & Billing Contact Info:

Note: This section is to gather end user / Subscriber billing information only. The site details of where the EMV Fleet Terminal will be installed/deployed is captured in the separate Site Activation form.

Legal Entity Name: <u>City of Dubuque</u>	Billing Contact Name: <u>Arielle Swift</u>
Company Name: <u>Public Works Department</u>	Email: <u>aswift@cityofdubuque.org</u>
Street: <u>925 Kerper Court</u>	Phone: <u>563-589-4344</u>
City: <u>Dubuque</u>	EIN/Tax ID No.: <u>42-6004596</u>
State: <u>Iowa</u>	Dun & Bradstreet No.: _____
Zip: <u>52001</u>	_____
Country: <u>United States of America</u>	_____

Please provide contact information for personnel that may need to work with our setup and support teams

Subscriber Site Information (complete one form per site)			
Site Name: <u>Kerper Court Fuel Island</u>		Marketer's name: _____	
Site Address (physical location): <u>925 Kerper Court</u>			
City: <u>Dubuque</u>		State: <u>Iowa</u>	Zip Code: <u>52001</u>
Subscription Contact Information (list employees who will need access to the DX Fleet cloud support services.)			
First name	Last name	Email address	Phone
<u>Ryan</u>	<u>Fagan</u>	<u>rfagan@cityofdubuque.org</u>	<u>563-589-4245</u>
<u>Nusrat</u>	<u>Nawshin</u>	<u>nnawshin@cityofdubuque.org</u>	<u>563-589-4348</u>

This "Subscription Agreement" is a legal document between OPW Fuel Management Systems Inc. part of the Dover Fueling Solutions family of companies and the Subscriber, as defined above. OPW Fuel Management Systems Inc. means "DFS", "we" or "our" and Subscriber means "you", "your" or "I". Subscription terms, if any follow the ordering grids below.

Installation Services (One-Time)			
Service	List Price	Selection	Part Number
EMV Network Onboarding Fee	\$315.00	☒	65-0010

Subscription Service						
Subscription	Annual Rate	Annual Renewal Charges	Period	Minimum Term	Selection	Part Number
FMS EMV Processing Fee	\$1071/site	\$1071/site	1 (Annual)	1 Year	☒	65-0009

Total Annual Charges for Subscription(s)	\$ 1,071.00
Total One-Time Fees	\$ 315.00
Grand Total (Before Taxes)	\$ 1,386.00
Effective Date (Today's Date)	11/17/2025
Projected Subscription Start Date (same as site installation/activation date)	12/01/2025

"Expected Subscription Start Date" is for scheduling purposes only. The actual Subscription Start date to begin on the 1st day of the month following the 1st EMV transaction processed.

This "Subscription Agreement" is a legal document between OPW Fuel Management Systems Inc. part of the Dover Fueling Solutions family of companies and the Subscriber, as defined above. OPW Fuel Management Systems Inc. means "DFS", "we" or "our" and Subscriber means "you", "your" or "I". Subscription terms, if any follow the ordering grids below.

Defined Terms

As used in this Subscription Agreement, capitalized terms herein shall have the following meanings set forth in the tables above or as defined individually herein.

“Excluded Charges” means charges that are not included as a part of your standard Subscription Service plan, which include but are not limited to any, hardware purchases, professional services, non-recurring expense, non-standard customizations, network configurations or modifications.

“Intermediary Provider” means the DFS authorized third party Distributor / Sales Agent as listed above.

“Set-Up Fees” means fees associated to the software installation and on-boarding process to enable the Subscription Service.

“Periodic Charges” means the total amount owed for the Subscription Service in a calendar year divided by the number of Period(s) set forth in the Subscription Service table above.

Minimum Term and Renewal

Subscription Services. All Subscription Services will be governed by the terms of this Subscription Agreement beginning on the Effective Date. The prices, features and options of the Subscription Services depend on the plan selected as well as any changes instigated by you. We reserve the right to change our subscription plans or adjust pricing for our Subscription Services or any components thereof in any manner and at any time in our sole discretion. Except as otherwise expressly provided for in this Subscription Agreement, any price changes or changes to your Subscription Services will take effect following 30 days written notice to you. Your Periodic Charges will begin on the Subscription Start Date. You are also responsible for all Excluded Charges. Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length (“Automatic Renewal Term”). Should you desire to increase the number of Units to your Subscription Service, you will request those additional Units by providing in writing an amended Exhibit A. The Periodic Charges for such additional Units will be pro-rated for the remainder of the current Subscription Period after the install date of such additional Units.

Payment Terms

Recurring Charges. You agree to pay all Periodic Charges in full within 30 days of the date of invoice. You are responsible for but not limited to any applicable sales, use and value added tax (VAT), unless you are tax exempt. If you are a non-government Subscriber and fail to pay your invoice charges, you are responsible for collection costs including attorneys’ fees. When you purchase a Subscription Service, you must provide accurate and complete information for a valid payment method that you are authorized to use. You will be billed for your Subscription Service either through the payment method you provide, such as a credit card, or through an Intermediary Provider. You must promptly notify DFS of any change in its invoicing address and must update its account with any changes related to its payment method. BY PURCHASING A SUBSCRIPTION SERVICE, YOU AUTHORIZE DFS OR ITS AGENT TO CHARGE ITS PAYMENT METHOD ON A RECURRING (E.G. MONTHLY, QUARTELY OR YEARLY) BASIS (“AUTHORIZATION”) FOR: (a) THE APPLICABLE SUBSCRIPTION SERVICE CHARGES; (b) ANY AND ALL APPLICABLE TAXES; AND (c) ANY OTHER CHARGES INCURRED IN CONNECTION WITH YOUR USE OF THE SUBSCRIPTION SERVICES. The Authorization continues through the applicable Minimum Term and any Automatic Renewal Term until you cancel, as set forth in the Cancellation Section.

No Refunds. You will timely pay DFS all fees associated with your Subscription Service or account. YOUR PAYMENTS ARE NON-REFUNDABLE EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS. Charges for

pre-paid Subscription Services will be billed to you in advance. Charges for standard Subscription Services will be billed in arrears in accordance with the number of Periods noted in the Subscription Service table above.

Late Fees and Collection Cost. If DFS does not receive payment from your payment method, you agree to pay all amounts due upon demand. For each calendar month, or fraction thereof, that payment is late; you shall pay a late payment charge computed at the rate of 1.5% per month on the overdue balance, or the maximum rate permitted by law, whichever is less. You will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DFS to collect any amount that is not paid when due. Payments marked 'paid in full', or with any other restrictive language will not operate as an accord and satisfaction without our prior written approval.

Invoices. DFS will provide billing information in a format we choose, which may change from time to time in our sole discretion. DFS reserves the right to correct any errors or mistakes that it identifies even if it has already issued an invoice or received payment. You agree to notify us about any billing problems or discrepancies in writing within thirty (30) days after they first appear on your invoice. Written notice shall be sent by email to Dbs_na_ar_inquiries@dovercorp.com. If you do not bring such problems or discrepancies to our attention within thirty (30) days, you agree to waive your rights to dispute such problems or discrepancies. Any Excluded Charges will be detailed and issued to you in a separate statement of work between DFS and you.

Intermediary Provider Billing. If your Subscription Service is based on intermediary provider billing, your intermediary provider will invoice you at the renewal anniversary date for the cost of the Subscription Service and any applicable taxes. If you are not current with your Subscription Service payments, we reserve the right to suspend access to your Subscription Service or terminate your Subscription Service. You will be responsible for paying all past due amounts.

Cancellation. You can cancel your Subscription Service at any time with 90 days prior written notice to DFS. We do not provide refunds for partially rendered Subscription Services. If you choose to cancel your Subscription Service before the end of the Minimum Term, you will be charged an Early Cancellation Fee to your current payment method on file. The Early Cancellation Fee will be equal to the remaining duration of the current contract, up to one (1) year of Periodic Charges. We reserve the right to cancel your Subscription Service for failure to fulfill your obligations under this agreement, including timely payment. Send your email notice of cancellation to FMS Sales at fmsorders@doverfs.com.

Miscellaneous

Applicable Law. This Subscription Agreement will be interpreted and construed in accordance with the laws of (a) the State of Texas if Buyer's invoiced place of business is in the U.S., Canada or Mexico; or (b) England and Wales if the Buyer's invoiced place of business is outside the U.S., Canada or Mexico in either case without giving effect to any choice of law rules that would cause the application of laws of any other jurisdiction.

Content (only relevant to DX Promote agreements). If you elect to provide your own media content, you shall be solely responsible for your own media content and the consequences of submitting and publishing your media content through the Subscription Service. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish media content you submit.

You further agree that any media content you submit to the Subscription Service will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material.

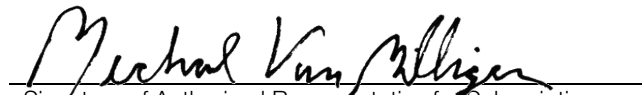
Dover Fueling Solutions Terms and Conditions. At any time, the most current version of our Terms and Conditions of Sale, End User License Addendum and Services Addendum ("Terms"), can be found at

www.doverfuelingsolutions.com/terms, as may be modified by DFS from time to time in its sole discretion. DFS Terms apply to all Subscription Services ordered. This Subscription Agreement will be interpreted by the then-current version in accordance with the Effective Date of this Subscription Agreement. In the event that there is a conflict of terms between the Terms and Conditions of sale and this Subscription Agreement, the terms of this Subscription Agreement control. This Subscription Agreement is subject to our approval. Except as otherwise provided in this Subscription Agreement, any hardware provided by DFS pursuant to this Subscription Agreement is provided subject to a parts-only warranty and otherwise under the conditions set forth under the Terms. Onsite labor support is not included in the Subscription Services. DFS will retain ownership of any hardware device(s) included as a part of the Subscription Service(s) and will upgrade such hardware device(s) only as it deems necessary to enable the technological functionality of the Subscription Service(s).

Product Specifications. Certain Subscription Services have specific terms and minimum technical requirements which are incorporated by reference and made a part of this Subscription Agreement if they apply to your order. In order for Subscription Services to be rendered you must meet our minimum product specifications which can be found at www.doverfuelingsolutions.com/terms. We reserve the right to update or modify the minimum specifications at any time without notice. If the product is not part of your order, the product specific terms do not apply. If there is any conflict between minimum product specifications terms and the Subscription Agreement, the minimum product specifications terms control. Failure to maintain these specifications will not result in suspension of Periodic Charges. We are not responsible for any of your malfunctioning equipment not covered under warranty.

Prior Subscription Agreement. This Subscription Agreement shall supersede and replace all prior Subscription Agreements, orders and understandings, oral or written, between DFS and Subscriber in its entirety.

Acknowledgement:

A handwritten signature in black ink, reading "Michael C Van Milligen", written over a horizontal line.

Signature of Authorized Representative for Subscription

Michael C Van Milligen

Printed Name

City Manager

Title



City of Dubuque
Water _____ Department
1902 Hawthorne Stree _____
(address)
Dubuque, IA 52001
Phone # 563.589.4291 _____

**CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

(Vendor) at Origin Design Co.

(Vendor Name)

137 Main St Suite 100, Dubuque, IA 52001

(Vendor Address - City and State)

PROJECT TITLE: FY2026 City of Dubuque Water System Modeling

(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:

Maintenance and operation of the current Water Distribution System Model used to simulate system performance under various conditions, predicting pressure, flow, and demand throughout the network. Services for operation of model will be rendered upon request from Water Department as needed.

Hourly Rate for Origin Staff:

Bryson Winsky, PE2: \$210/hour (Primary)

Chris Becklin, PE3: \$233/hour

Marc Ruden, PE4: \$255/hour

The work described above shall be completed at the following location(s):

Origin Design Co, 137 Main St Suite 100, 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
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.

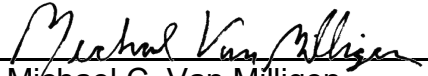
THE CITY AGREES:

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 \$ 10,000

CITY OF DUBUQUE, IOWA

VENDOR:

By:  11/17/2025
Michael C. Van Milligen Date
City Manager

Origin Design Co
Company Name

By:  11/13/2025
Signature Date

Lauren Ray, PE, SE
Printed Name

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

Class B:

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

Class C:

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

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project # _____ Project name: _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate required shall be furnished to the _____ Department of the City of Dubuque.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
- 9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

All Class A contractors with contract values in excess of \$10,000,000 must have umbrella/excess liability coverage of \$10,000,000.

All Class A and Class B contractors with contract values between \$500,000 and \$10,000,000 must have umbrella/excess liability coverage of \$3,000,000.

All Class A and B contractors with contract values less than \$500,000 must have umbrella/excess liability coverage of \$1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of \$3,000,000 umbrella regardless of the contract value.

E) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.
- 7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ☐ Yes ☐ No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

\$_____ each occurrence (per limits required by Railroad)

\$_____ policy aggregate (per limits required by Railroad)

AND

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

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.

INSURANCE SCHEDULE G (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others endorsement.
- 7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Vendor is not required to purchase Workers' Compensation Insurance, the Vendor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution product and completed operations coverage shall also be covered.

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed 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. Origin Design Co shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project # _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.
- 6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
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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 Governmental 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)



EVORA ENERGY

Project No.: 109945 C/O No.: Effective Date: 7/31/2025
Client Name: City of Dubuque Client Reference No.:
Site Address: 925 Kerper Ct, Dubuque, IA 52001
Original Scope: Fuel System Upgrade

Scope Change: Remove engine hour and mileage kits as Samsara will be used for data collection. Provide 750 vehicle tags.

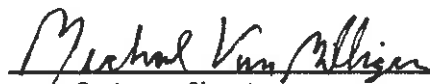
REVISIONS:

Original Bid Amount \$ 1,092,116.00
Revised Total Amount \$ 924,147.00

Project Activity	Units	Estimated	Unit Price (\$)	Estimated Extension (\$)
Adjustment for equipment	1	1	\$ (167,969.00)	\$ (167,969.00)

				Tax \$
			Total Adjustment: \$	-167,969.00


Jared Burton


Customer Signature

Date: July 31, 2025

Date: 09/18/2025



EVORA ENERGY

Project No.: 109945 C/O No.: 2 Effective Date: 9/5/2025
Client Name: City of Dubuque Client Reference No.:
Site Address: 925 Kerper Ct, Dubuque, IA 52001
Original Scope: Fuel System Upgrade

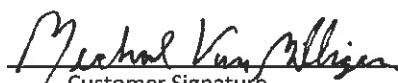
Scope Change: Removal and disposal of remaining fuel in old tanks before tank removal. Additional paving removal and installation per relocation of canopy. Frac tank/water pump rental, water sampling, water disposal, and frac tank cleaning. Provide additional concrete deadmen, (3) OPW poly sumps and tank adapters due to high ground water and approved shallow burial. Installation of (2) 2" conduits to card readers. Extended barricading rental. Additional subgrade prep, subbase, and paving removal

REVISIONS:

Original Bid Amount \$ 924,147.00
Revised Total Amount \$ 1,003,098.00

Project Activity	Units	Estimated	Unit Price (\$)	Estimated Extension (\$)
Labor & Travel	1	\$	7,024.00	\$ 7,024.00
Fuel Removal & Disposal	1	\$	4,725.00	\$ 4,725.00
Water Sampling	1	\$	176.00	\$ 176.00
Frac Tank/Pump Rental & Water Disposal	1	\$	34,952.00	\$ 34,952.00
Concrete Deadmen	1	\$	6,750.00	\$ 6,750.00
Tank Sumps and Adapters	1	\$	5,832.00	\$ 5,832.00
Conduit Addition	1	\$	6,095.00	\$ 6,095.00
Additional Concrete	1	\$	4,025.00	\$ 4,025.00
Additional HMA	1	\$	8,122.00	\$ 8,122.00
Extended Barricade Rental	1	\$	1,250.00	\$ 1,250.00
Additional Subgrade Prep	1	\$	-	\$ -
Additional Subbase	1	\$	-	\$ -
Additional Paving Removal	1	\$	-	\$ -
Tax \$				
Total Adjustment: \$				78,951.00


Jared Burton


Customer Signature

Date: September 5, 2025

Date: 09/18/2025



EVORA ENERGY

Project No.: 109945 C/O No.: 3 Effective Date: 9/11/2025
Client Name: City of Dubuque Client Reference No.:
Site Address: 925 Kerper Ct, Dubuque, IA 52001
Original Scope: Fuel System Upgrade

Scope Change: Relocation of STP sump and installation of corrugated pipe and 42" manway to allow future access to tank manway.

REVISIONS:

Original Bid Amount	\$	1,003,098.00
Revised Total Amount	\$	1,007,998.00

Project Activity	Units	Estimated	Unit Price (\$)	Estimated Extension (\$)
Labor & Travel	1	\$	4,900.00	\$ 4,900.00

	Tax \$
Total Adjustment: \$	4,900.00


Jared Burton


Customer Signature

Date: September 11, 2025

Date: 09/18/2025



1268 Locust Street
Dubuque, Iowa 52001
563design.com

Task Order No. 05

563 Design, PLLC (CONSULTANT)

Project Name: **Fire Station Headquarters – Interior Remodel**

Pursuant to Master Services Agreement dated **May 1, 2025**

Task Information

Task Name: Fire Station Headquarters – Interior Remodel

Task Description: Provide Architectural Services for Schematic Design of the Fire Station's first floor (administration offices) and second floor (Fire Fighters sleeping/shower/living quarters) and basement level (Exercise/living/bathrooms)

Scope of Services

Concept Design

- Prepare conceptual plan layouts for modifications to the basement level, first floor and second floor. Layouts to address new sleeping rooms, common bath/shower rooms, and shared common spaces for the fire fighters on the basement and second floor levels. Concept layouts to address administration remodel with increase in office space, efficiencies and public access/safety on the first floor. This phase will include the following scope items and deliverables:
 - Create existing conditions plans to utilize for this project (includes recent remodel).
 - Multiple Concept plan layouts for each floor.
 - Concepts will be modified/adjusted to feedback from Owner and developed into one, final Concept for approval.
 - Phasing of potential projects based on scope and budgets.
 - Cost Opinion for different scopes of work and phases.
- Improvements to meet current code requirements where applicable to scope of work.
- Design to meet ADA requirements where applicable to scope of work.

Once Concept Design is approved, it is anticipated that a phased project creating sleeping rooms and administration remodel will be the next step. Once that define scope of work is approved, a new (or amended) Task Order will be created to produce Bid/Construction Documents and Construction Administrations services. That task order would include scope, schedule, compensation and required additional consultants.

Schedule

- Concept Design: 4-6 weeks

Compensation

CLIENT shall compensate CONSULTANT for Services under this Task Order as follows:

Twelve thousand and Five-hundred dollars (**\$12,500.00**)

CONSULTANT: **563 Design, PLLC**

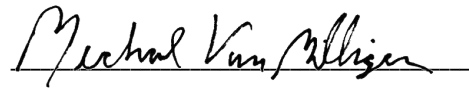
A handwritten signature in blue ink, reading "Andrew McCready", is written over a horizontal line.

Andrew McCready, Architect

President

Date: November 14, 2025

CLIENT: **City of Dubuque, Iowa**

A handwritten signature in black ink, reading "Michael C. Van Milligen", is written over a horizontal line.

Insert Name: Michael C. Van Milligen

Insert Title: City Manager

Date: 11/19/2025



City of Dubuque
46 _____ Department
950 Elm Street _____
(address)
Dubuque, IA 52001
Phone # 563-690-6463 _____

**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 Valentine Construction Co.

(Vendor Name)

15153 Lore Oaks Ct, Dubuque, Iowa 52002

(Vendor Address - City and State)

PROJECT TITLE: Concrete Work in Port Ramp

(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:

Concrete work at the Port Ramp

The work described above shall be completed at the following location(s):

Port Ramp

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa

and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following **WHERE APPLICABLE:**

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal;**
- **Plans and Specifications;**
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A);** and
- **INSURANCE – 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
6/30/2025 (date)

7. Indemnification; Liability for City Damage

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
 - B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule 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.

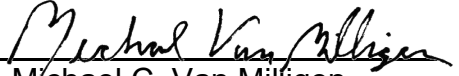
THE CITY AGREES:

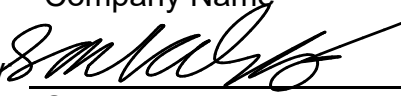
The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT \$ 6361.19

CITY OF DUBUQUE, IOWA

VENDOR:

By:  11/19/2025
Michael C. Van Milligen Date
City Manager

Valentine construction company
Company Name
By:  11/19/25
Signature Date

Sam Valentine
Printed Name

Owner
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.
2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.
3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.
4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.
5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.
6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.
7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.
8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.
9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.
11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.
12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.
14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE F

Class A:

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

Class B:

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

Class C:

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

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project # _____ Project name: _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate required shall be furnished to the _____ Department of the City of Dubuque.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
- 9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

All Class A contractors with contract values in excess of \$10,000,000 must have umbrella/excess liability coverage of \$10,000,000.

All Class A and Class B contractors with contract values between \$500,000 and \$10,000,000 must have umbrella/excess liability coverage of \$3,000,000.

All Class A and B contractors with contract values less than \$500,000 must have umbrella/excess liability coverage of \$1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of \$3,000,000 umbrella regardless of the contract value.

E) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.
- 7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ☐ Yes ☐ No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

\$_____ each occurrence (per limits required by Railroad)

\$_____ policy aggregate (per limits required by Railroad)

AND

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

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.

INSURANCE SCHEDULE G (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others endorsement.
- 7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Vendor is not required to purchase Workers' Compensation Insurance, the Vendor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution product and completed operations coverage shall also be covered.

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed 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. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project # _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.
- 6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
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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 Governmental 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)



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **City of Dubuque** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **Track Line Sanitary Sewer Relocation Project - Phase One.**

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project,

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

Scope of Services

WHKS shall perform the following described services for the Client:

Design Engineering services as described on the attached Scope of Services included in Exhibit A.

Basis of Compensation

For the services described above, the Client shall remunerate WHKS as follows:

Items 1-3 & 5-8 - Billed Hourly with a Not-to-Exceed Fee of \$458,000.00 including Expenses. External expenses include an administrative charge of 10 percent.

Item 4 - Lump Sum Fee of \$28,490.00 including Expenses.

Permit and plan distribution fees to be paid by the client.

Executed this 19th day of November, 2025

City of Dubuque

By:

Printed Name: Michael C. Van Milligen

Title:

City Manager

WHKS & CO.

By:

Printed Name: Derek J. Thomas, P.E.

Title:

Vice President

Exhibit A to Professional Services Agreement

A. Project Description:

The existing Track Line Sanitary Sewer located between Hawthorne Street and Roosevelt Street in Dubuque, Iowa, runs within the Canadian Pacific Kansas City (CPKC) railroad right-of-way which creates access challenges for inspection, maintenance, and repair (see Figure 1). The approximately 2,000 foot long existing line is vitrified clay pipe in poor condition, hydraulically undersized, and structurally compromised. Key project components include relocation of the existing line onto City right-of-way with potential lift stations, abandonment of the existing line, redirection of private laterals, and up to two utility crossings of the railroad tracks. Proposed work includes topographic survey, investigation of existing utility conditions, Phase 1 environmental and archaeological review, conceptual design and alternative analysis, geotechnical investigation, railroad coordination, facility plan submittal, stakeholder meetings, and final design/bidding assistance as described in the Track Line Sanitary Sewer Relocation RFQ (dated August 8, 2025). The proposed fee is based on the design of two (2) lift stations of similar size and configuration with adjacent railroad crossings.

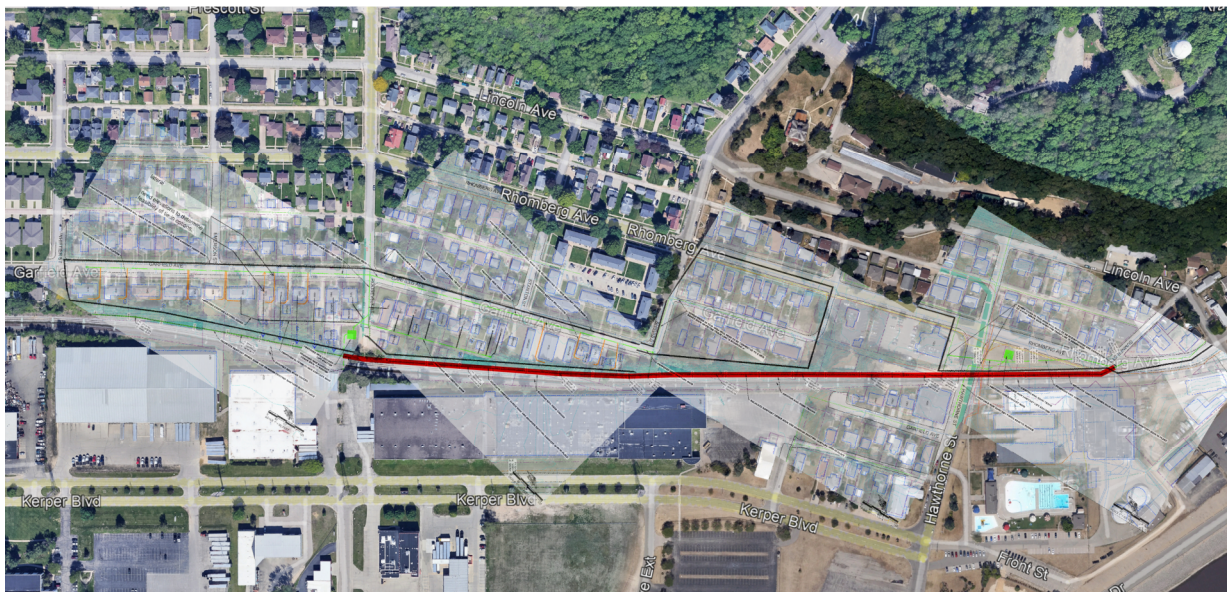


Figure 1 - Existing Track Line Sanitary Sewer to be Relocated (in red)

State Revolving Fund (SRF) loans will be used for planning, design, and construction of the rehabilitation projects. WHKS will coordinate with Terracon (subconsultant) to perform geotechnical exploration and Tallgrass Archaeology (subconsultant) to perform a Phase 1 intensive archaeological investigation. Environmental and Archaeological work beyond the Phase 1 assessment, as well as any historical resources evaluation, will be provided by the Iowa Department of Natural Resources (IDNR) as part of the State Revolving Fund approval process. This agreement is based on a finding of Categorical Exclusion for the project, and any additional cultural resource work will require additional fees.

Client will be responsible for acquisition of all access permissions, temporary and permanent easements needed for the project as well as the cost of railroad flaggers, permit fees, or permit review fees (including third party review).

B. Scope of Services Provided Under This Agreement:

1. Project Management and Meetings

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- Hold kick-off meeting with Client to discuss the project and review the scope.
- Advise the Client of the necessity of obtaining Special Engineering Services as described in Paragraph C., and act as the Client's representative in connection with any such services not actually performed by WHKS.
- Attend meetings for the project. It is anticipated that meetings will include but are not limited to:
 - i. Two (2) Public Information Meetings and up to 100 hours of meetings with individual property owners.
 - ii. Planning and coordination meetings with various City departments and regulatory agencies.
 - iii. General project meetings throughout the course of the project.

2. Topographic Survey and Research of Existing Conditions

- Client will be responsible for performing all boundary survey work and establishing project control network.
- Perform site topographical surveys to support new facilities, exclusive of boundary surveys for land and easement acquisition.
- Develop base map for the project.
- Locate the existing underground utilities as located by the Iowa One Call locate system.
- Collect, obtain, and review relevant information from the Client.

3. Geotechnical Investigation (Terracon)

- Perform soil borings and laboratory testing including:
 - i. 2 borings at proposed lift station locations (35 foot depth)
 - ii. 9 borings along proposed alignment (20 foot depth)
 - iii. 4 borings at railroad crossing locations (40 foot depth)
 - iv. 2 borings along existing sewer alignment on railroad right-of-way (20 foot depth)
- Provide geotechnical reports with design information for the proposed sanitary sewer, lift station, and utility crossing of railroad.
- Specification review for the in-place abandonment of the existing Track Line sanitary sewer.

4. Historical/Archaeological (Tallgrass Archaeology)

- Perform Phase 1 intensive archaeological survey including subsurface testing at 15-meter intervals across project area with a report summarizing the results of the investigation.

- 5. Public Engagement and Property-specific Data Collection**
 - Coordinate with the Client to create a public engagement plan.
 - Schedule and attend meetings with individual property owners to collect property-specific information.
 - Develop public engagement meeting materials
- 6. Conceptual Design and Alternative Analysis**
 - Assist the Client in gathering and evaluating proposals from Contractors to televise the existing Track Line sanitary sewer. The cost of televising existing lines is not included in this proposal.
 - Review available information, document project constraints, and prepare summary of relocation alternatives.
- 7. SRF Application Assistance**
 - Prepare and submit Facility Plan for the project (target submittal date of June 1, 2026)
 - i. Water and/or sanitary sewer rate studies are not included
 - Coordinate with IDNR on environmental/archaeological review of work in accordance with SRF requirements.
 - Assist Client with preparation of SRF related documentation and applications for the project.
- 8. Preliminary and Final Design**
 - Prepare preliminary and final plans and specifications to show the character and scope of work to be performed by contractors on the project. Plans will follow SUDAS standards.
 - Design of electrical and control components in lift stations will be performed by a subconsultant (TBD).
 - Prepare bid documents using the City of Dubuque standard template.
 - Prepare opinion of probable construction cost on completed plans and specifications.
 - Furnish digital signed copies of the plans, specifications, and other contract documents as required to the Client.
 - Furnish plans and specifications to bidders utilizing a web-based plan room.
 - Answer contractor's questions during the bidding phase.
 - Prepare addendums to the contract documents prior to bid letting, if necessary.
 - Assist in the receiving and tabulation of Contractors' proposals and assist in awarding construction contract.
 - A Storm Water Pollution Prevention Plan (SWPPP) will be prepared.
 - Prepare and submit applicable construction permit application package to Iowa Department of Natural Resources, Iowa Department of Transportation, US Army Corps of Engineers.

C. Special Engineering Services:

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

1. Land surveying and platting
2. Easement research, plats or descriptions
3. Negotiation for easements or land acquisition
4. Special assessment assistance
5. Permits other than those identified above
6. Funding assistance, including grant and/or loan applications
7. Wetland Delineations or mitigation plans
8. Floodplain and hydraulic/hydrologic modeling
9. Attendance at additional meetings (other than those listed above)
10. Construction phase engineering services, including construction administration, staking, construction observation, preparation of record drawings, and project close-out services



STANDARD TERMS AND CONDITIONS
FOR
CITY OF DUBUQUE PROJECTS

1. Scope of Services

Client and WHKS have agreed to a list of services WHKS will provide to Client as listed on a specific task order.

2. Governing Law

The laws of the State of Iowa will govern this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the Iowa District Court for Dubuque County.

3. Standard of Care

Services provided by WHKS under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

4. Integration

This Agreement comprises the final and complete agreement between Client and WHKS. It supersedes all prior communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly. Amendments to this Agreement shall not be binding unless made in writing and signed by both Client and WHKS.

5. Guarantees and Warranties

WHKS shall not be required to sign any documents, no matter by whom requested, that would result in WHKS having to guarantee or warrant the existence of conditions whose existence WHKS cannot ascertain. Client also agrees not to make resolution of any dispute with WHKS or payment of any amount due to WHKS in any way contingent upon WHKS signing any such guarantee or warranty.

6. Indemnification

WHKS agrees, to the extent permitted by law, to indemnify and hold Client, its officers and employees harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by WHKS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom WHKS is legally liable.

Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligent acts, errors or omissions and those of Client's contractors, subcontractors or consultants or anyone for whom Client is legally liable.

Neither WHKS nor Client shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

7. Billing and Payment Provisions

Invoices shall be submitted by WHKS monthly and are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date.

If payment is not received by WHKS within thirty (30) calendar days of the invoice date, Client shall pay as interest an additional charge of one and one-quarter percent (1.25%) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

If Client fails to make payments within sixty (60) days from the date of an invoice or otherwise is in breach of this Agreement, WHKS may, at its option, suspend performance of services upon five (5) calendar days' notice to Client. WHKS shall have no liability whatsoever to Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by Client. If Client fails to make payment to WHKS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by WHKS.

In the event legal action is necessary to enforce the payment provisions of this Agreement, WHKS shall be entitled to collect from Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by WHKS in connection therewith and, in addition, the reasonable value of WHKS personnel time and expenses spent in connection with such collection action, computed at WHKS current fee schedule and expense policies.

Payment of invoices is in no case subject to unilateral discounting or set-offs by Client, and payment is due regardless of suspension or termination of this Agreement by either party.

8. Ownership of Records

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WHKS as instruments of service shall remain the property of WHKS.

Client shall be permitted to retain copies, including reproducible copies, of the plans and specifications for information and reference in connection with Client's use of the completed project. The plans and specifications shall not be used by Client or by others on other similar projects except by agreement in writing by WHKS.

9. Delivery of Electronic Files

In accepting and utilizing any drawings, reports and data on any form of electronic media generated and provided by WHKS, Client covenants and agrees that all such electronic files are instruments of service of WHKS, who shall be deemed the author, and who shall retain all rights under common and statutory laws, and other rights, including copyrights.

Client is aware that differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by WHKS and electronic files, the signed construction documents shall govern.

Client and WHKS agree that the electronic files prepared by WHKS shall conform to the current CADD software in use by WHKS or to other mutually agreeable CADD specifications defined in the Agreement. Any changes to the CADD specifications by either Client or WHKS are subject to review and acceptance by the other party. Additional efforts by WHKS made necessary by a change to the CADD specifications or other software shall be compensated for as Additional Services.

The electronic files provided by WHKS to Client are submitted for an acceptance period of 60 days. Any defects Client discovers during this period will be reported to WHKS and will be corrected as part of the Scope of Services. Correction of defects detected and reported after the acceptance period will be compensated for as Additional Services.

Client agrees not to reuse the electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to transfer the electronic files to others without the prior written consent of WHKS, except as required by law. In addition, Client agrees, to the extent permitted by law, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than WHKS or from any reuse of the electronic files without the prior written consent of WHKS.

Under no circumstance shall delivery of the electronic files for use by Client be deemed a sale by WHKS and WHKS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WHKS be liable for any loss of profit or any consequential damages.

10. Changed Conditions

Client shall rely on the judgment of WHKS as to the continued adequacy of this agreement in light of occurrences or discoveries that were not originally contemplated by or known to WHKS. Should WHKS call for contract renegotiation, WHKS shall identify the changed conditions necessitating renegotiation and WHKS and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

11. Permits and Approvals

WHKS shall assist Client in applying for those permits and approvals typically required by law for projects similar to the one for which WHKS services are being engaged. This assistance consists of completing and submitting forms as to the results of certain work included in the Scope of Services.

12. Suspension of Services

If the project is suspended for more than thirty (30) calendar days in the aggregate, WHKS shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the project is suspended for more than ninety (90) calendar days in the aggregate, WHKS may, at its option, terminate this Agreement upon giving notice in writing to Client.

13. Termination

Either Client or WHKS may terminate this Agreement at any time with or without cause upon delivering to the other party not less than seven (7) calendar days prior written notice. Client shall within thirty (30) calendar days of termination pay WHKS for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of the Agreement.

14. Unauthorized Changes

In the event Client, Client's contractors or subcontractors or anyone for whom Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other contract documents prepared by WHKS without obtaining WHKS' prior written consent, Client shall assume full responsibility for the results of such changes. Therefore, Client agrees to waive any claim against WHKS and to release WHKS from any liability arising directly or indirectly from such changes.

Client also agrees, to the extent permitted by laws, to indemnify and hold WHKS harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from such changes.

15. Jobsite Safety

Neither the professional activities of WHKS nor the presence of WHKS or its employees and subconsultants at a construction site, shall relieve a contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. WHKS and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

16. Additional Services

Services which are requested by Client or are required as part of the specific task order, but are not included in the specific task order, are considered Additional Services.

WHKS will notify Client in writing when Additional Services will be needed. WHKS and Client will agree on the extent of the Additional Service(s) required and will agree on the

method and amount of the compensation for performance of said agreed upon Additional Services.

WHKS will not perform Additional Services which will result in additional cost to Client without prior written authority of Client.

In the event WHKS is requested or required to participate in any dispute resolution procedure which involves any aspect of the specific task order, Client agrees to compensate WHKS for the reasonable value of WHKS' personnel time and expenses spent in connection with such procedures computed at WHKS' then current fee schedule and expense policies.

17. Dispute Resolution

In an effort to resolve any conflicts that arise, Client and WHKS agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

18. Third Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Client or WHKS. WHKS' services under this Agreement are being performed solely for Client's benefit, and no other entity shall have any claim against WHKS because of this Agreement or the performance or nonperformance of services hereunder.

19. Extension of Protection

Client agrees to extend any and all liability limitations and indemnifications provided by Client to WHKS to those individuals and entities WHKS retains for performance of the services under this Agreement, including but not limited to WHKS officers and employees and their heirs and assigns, as well as WHKS subconsultants and their officers, employees, heirs and assigns.

20. Timeliness of Performance

WHKS will perform the services described in the Scope of Services with due and reasonable diligence consistent with sound professional practices.

21. Delays

WHKS is not responsible for delays caused by factors beyond WHKS' reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of Client to furnish timely information or approve or disapprove of WHKS' services or work product promptly, or delays caused by faulty performance by Client or by contractors of any level. When such delays beyond WHKS' reasonable control occur, Client agrees WHKS is not responsible for damages, nor shall WHKS be deemed to be in default of this Agreement.

22. Right to Retain Subconsultants

WHKS may use the services of subconsultants when, in the sole opinion of WHKS, it is appropriate and customary to do so. Such persons and entities include, but are not limited to, aerial mapping specialists, geotechnical consultants and testing laboratories. WHKS' use of other consultants for additional services shall not be unreasonably restricted by Client provided WHKS notifies Client in advance.

23. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

24. Severability and Survival

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

25. Hazardous Materials

It is acknowledged by both parties that WHKS' Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event WHKS or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of WHKS services, WHKS may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations.

26. Joint Participation

The parties have participated jointly in the negotiation and preparation of all agreements between the parties. Each party has had an opportunity to obtain the advice of legal counsel and to review and comment upon this instrument. Accordingly, no rule of construction shall apply against any party or in favor of any party. This instrument shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against one party and in favor of another.

27. Record Documents

If required in the Professional Services Agreement, WHKS shall, upon completion of the Work, compile for and deliver to the Client a reproducible set of Record Documents that are based upon the marked-up record drawings, addenda, change orders and other data furnished by the contractor or other third parties. These Record Documents may show certain significant changes from the original design made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Consultant is entitled to assume as reliable, the Consultant does not warrant their accuracy.

28. Insurance

WHKS shall at all times during the performance of services pursuant to this Agreement provide insurance as described in the attached Insurance Schedule as such schedule may from time to time be revised by Client.

City of Dubuque Insurance Requirements for Professional Services

INSURANCE SCHEDULE J

1. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project # _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to 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.

City of Dubuque Insurance Requirements for Professional Services

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.
- 6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
-----------------------	-------------

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

City of Dubuque Insurance Requirements for Professional Services

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.

City of Dubuque Insurance Requirements for Professional Services

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

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it 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
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 563 Design PLLC

(Vendor Name)

1268 Locust Street, Dubuque, Iowa 52001

(Vendor Address - City and State)

PROJECT TITLE: Fire Station Headquarters-Interior Remodel

(Project)

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

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

Provide architectural services for Schematic Design of the Fire Stations first floor (administration offices) and second floor (fire fighters sleeping/shower/living quarters) and basement level (exercise/living/bathrooms)

The work described above shall be completed at the following location(s):

Fire Headquarters, 11 West 9th Street, Dubuque, Iowa 52001

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa

and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following **WHERE APPLICABLE:**

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal;**
- **Plans and Specifications;**
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A);** and
- **INSURANCE – 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.

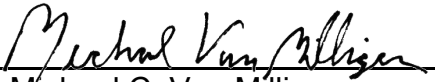
THE CITY AGREES:

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 \$ 12,500.00

CITY OF DUBUQUE, IOWA

VENDOR:

By:  11/19/2025
Michael C. Van Milligen
City Manager
Date

563 Design, PLLC
Company Name

By: Andrew McCready  11/18/2025
Signature Date

Andrew McCready
Printed Name

President
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.
2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.
3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.
4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.
5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.
6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.
7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.
8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.
9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.
11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.
12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.
14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT D

INSURANCE SCHEDULE J

1. 563 Design PLLC 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 # 1315000025 or Project Location at 11 W 9th St or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.
- 6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
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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)



City of Dubuque
Parks & Recreation Department
2200 Bunker Hill Road
(address)
Dubuque, IA 52001
Phone # 563.556.3057 ext 6048

**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 The Jetter Guy LLC

(Vendor Name)

3205 Iowa 3 New Vienna, IA 52065

(Vendor Address - City and State)

PROJECT TITLE: Provide inspections and service- Fats, oil and grease removal of grease trap. Inspections include
visual and sludge judge. (Project)

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

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

Provide inspections, and/or service

Removing fats, oils, and grease from food establishment grease trap

The work described above shall be completed at the following location(s):

Various city properties managed by the Parks & Recreation Department

Bunker Hill Golf Course

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 \$ 180.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 11/19/2025
Michael C. Van Milligen Date
City Manager

VENDOR:

The Jetter Guy LLC
Company Name
By: Randy Harter 11-19-25
Signature Date
Randy Harter
Printed Name
owner
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.
2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.
3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.
4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.
5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.
6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.
7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.
8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.
9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.
11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.
12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.
14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE F

Class A:

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

Class B:

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

Class C:

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

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project # _____ Project name: _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate required shall be furnished to the _____ Department of the City of Dubuque.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
- 9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

All Class A contractors with contract values in excess of \$10,000,000 must have umbrella/excess liability coverage of \$10,000,000.

All Class A and Class B contractors with contract values between \$500,000 and \$10,000,000 must have umbrella/excess liability coverage of \$3,000,000.

All Class A and B contractors with contract values less than \$500,000 must have umbrella/excess liability coverage of \$1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of \$3,000,000 umbrella regardless of the contract value.

E) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.
- 7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ☐ Yes ☐ No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

\$_____ each occurrence (per limits required by Railroad)

\$_____ policy aggregate (per limits required by Railroad)

AND

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

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.

INSURANCE SCHEDULE G (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others endorsement.
- 7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Vendor is not required to purchase Workers' Compensation Insurance, the Vendor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution product and completed operations coverage shall also be covered.

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37(competed operations).
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.

D) PROFESSIONAL LIABILITY \$1,000,000

Coverage required: ☐ Yes ☐ No

If the required policy provides claims-made coverage:

- 1) The Retroactive Date must be shown and must be before the date of the agreement.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
- 3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

E) CYBER LIABILITY/BREACH \$1,000,000

Coverage required: ☐ Yes ☐ No

Coverage for First and Third Party breach liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

F) UMBRELLA/EXCESS \$1,000,000

Coverage required: ☐ Yes ☐ No

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

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. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project # _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.
- 6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
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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)



City of Dubuque
WRRC Department
795 Julien Dubuque Dr
(address)
Dubuque, IA 52003
Phone # 563.589.4176

**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

Tschiggfrie Excavating (Vendor) at

(Vendor Name)

425 Julien Dubuque Drive, Dubuque, IA 52003

(Vendor Address - City and State)

PROJECT TITLE:

Terminal Street Lift Station Bypass Pumping

(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:
operating/staffing WRRC bypass pump at Terminal Street Lift Station 24 hours per day.
Cleaning Terminal Street LS wet well so City WRRC maintenance staff could access
and repair pump #1.

The work described above shall be completed at the following location(s):

Terminal Street Lift Station

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
September 30, 2025 (date)

7. Indemnification; Liability for City Damage

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
 - B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule 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 \$ 43,000

CITY OF DUBUQUE, IOWA

VENDOR:

By: Michael Van Milligen 11/19/2025
Michael C. Van Milligen
City Manager Date

Tschiggfrie Excavating
Company Name
By: Erin Rogers 10/27/2025
Signature Date
Erin Rogers
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	Fiber Optics	Sanitary Sewers
Asphalt Paving	Fire Protection	Sheet Metal
Concrete	Fireproofing	Site Utilities
Construction Managers	General Contractors	Shoring
Cranes	HVAC	Special construction
Culverts	Mechanical	Steel
Decking	Paving & Surfacing	Storm sewers
Demolition	Piles & Caissons	Structural Steel
Deconstruction	Plumbing	Trails
Earthwork	Retaining Walls	Tunneling
Electrical	Reinforcement	Water main
Elevators	Roofing	

Class B:

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

Class C:

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

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project # _____ Project name: _____ or Project Location at 795 Julien Dubuque Dr 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 WRRC Department of the City of Dubuque.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
- 9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

All Class A contractors with contract values in excess of \$10,000,000 must have umbrella/excess liability coverage of \$10,000,000.

All Class A and Class B contractors with contract values between \$500,000 and \$10,000,000 must have umbrella/excess liability coverage of \$3,000,000.

All Class A and B contractors with contract values less than \$500,000 must have umbrella/excess liability coverage of \$1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of \$3,000,000 umbrella regardless of the contract value.

E) POLLUTION LIABILITY

Coverage required: ☐ Yes ☒ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.
- 7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ☐ Yes ☒ No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

\$_____ each occurrence (per limits required by Railroad)

\$_____ policy aggregate (per limits required by Railroad)

AND

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

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 C prior to the contract commencement. Each certificate shall be prepared on the most current A.C.O.R.D. form approved by the City of Dubuque. der
 2. All policies shall be issued by a licensed insurer. and all
 3. Each certificate shall include the following information: w or other
 4. The seller shall be responsible for obtaining and maintaining the required insurance coverage. The seller shall be responsible for obtaining and maintaining the required insurance coverage. waiver of
- This Page

NOT APPLICABLE
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	\$3,000,000
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NOT APPLICABLE

- 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
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	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Vendor is not required to purchase Workers' Compensation Insurance, the Vendor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☒ No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution petroleum coverage

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NOT APPLICABLE

ees and

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 and the inclusion of governmental immunities may be amended.
- 2. Claims to the defense amended from conditions of the

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- 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.

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EXHIBIT D

INSURANCE SCHEDULE J

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4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit \$2,000,000

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- 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

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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 and the inclusion of governmental immunity may be amended.
- 2. Claims to the defense amended from conditions of the

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- 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)

Get Control!![®]

Proposal



Get Control!![®]
academy ▶▶

PRESENTED BY:
MIKE SONG | CEO 10/8/25

PREPARED FOR:
CITY OF DUBUQUE

138 DEEPWOOD DRIVE
GUILFORD CT, 06437 USA

WWW.GETCONTROL.NET
20 YEARS OF EXCELLENCE!



EXECUTIVE SUMMARY

The City of Dubuque is a forward-thinking, community-driven municipality along the Mississippi River — known for innovation, sustainability, and exceptional citizen service. As technology evolves, City of Dubuque employees face growing challenges managing digital overload: endless emails, meetings, and hard-to-find documents make it difficult to stay organized, efficient, and responsive to residents.

Get Control helps City employees streamline their workday and maximize their investment in Microsoft 365 and Copilot. Our digital-skills training equips staff with practical, time-saving strategies for managing email, meetings, and AI-powered tools. The result is a more connected, productive workforce that communicates clearly and delivers better service to the community.

Together, the City of Dubuque and Get Control can build a smarter, more productive digital workplace that empowers every employee to serve with excellence in today's fast-changing technology environment.

THE GET CONTROL DIFFERENCE

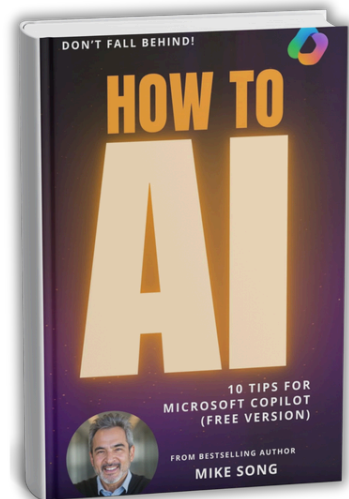
With over 1 million professionals trained—including 30,000+ on Microsoft Copilot—Get Control is the trusted choice for AI transformation. We literally wrote the book: **How to AI**. Backed by 20 years of experience and partnerships with 20% of the Fortune 500, we know how to ignite change, energize teams, and deliver measurable results. We work closely with both HR and IT to ensure a program that exceeds goals while remaining compliant with all the goals of all stakeholders.

Get Control![®]
academy ▶▶

GCA Unlimited Training Option

All Our Content - One Low Price

Learn with
Bestselling Author,
Mike Song



1

3 Custom Webinars

Get Control Academy includes three free, custom webinars designed to spark excitement and engagement across your organization. Built around your specific needs, these sessions drive learners to explore your LMS content and join our Open Webinar Series—maximizing participation, learning, and ROI from day one. **These can be 2 hour Train the Trainer Sessions.**

2

24 Open Webinars

Get Control Monthly Webinar Series delivers two high-energy sessions every month on Outlook, Excel, Teams, AI, and more. Led by bestselling author Mike Song, these fast-paced, interactive webinars give every department instant, practical tips—live or on-demand—creating an ongoing culture of digital excellence.

3

5n5 Quick Hit Videos

Our 5n5 videos deliver five amazing tips in just five minutes—perfect for busy or short-attention-span colleagues. Topics include AI, Outlook, Excel, Teams, and more, all presented in a fast, engaging style by bestselling author Mike Song. Once your team gets fired up from the webinar series, they'll want more—and 5n5 delivers.

4

Tech Quotient Assessment

Tech Quotient Assessment Tool (TQAT) is like DISC for digital skills—revealing each participant's Tech Type and sparking conversations that lead to real, lasting change. It's the perfect starting point for digital transformation, building a culture of tech sharing and peer coaching.

BENEFITS

For less than the cost of six standalone webinars, you get unlimited access, a massive library of content, and the tools to create lasting behavior change across your organization.

Protect your Peace
Save Time | Have Fun
Get More Done

Click for Full
Description

03

PRICING

The Perfect Training Package for Your Team

Get Control Academy –

\$12,500 if paid by 12/31/25 OR \$13,750 if paid in 2026

- Three custom webinars with unlimited attendance
- Private and open webinar recordings
- 24 Open Webinars
- 5-in-5 Quick Hit series
- Tech Quotient Assessment Tool to boost digital adoption and team synergy



SIGNATURE PAGE

We agree to the terms and content described in this proposal.
We understand that Get Control Academy has a no-questions asked refund policy.

Select Package(s):

- ☒ Get Control Academy - \$12,500 (payment by 12/31/25)
- ☐ Get Control Academy - \$13,750 (payment in 2026)

CLIENT

Signature Michael Van Milligen

Name Michael C. Van Milligen

Title City Manager

Date November 20, 2025

GET CONTROL ACADEMY

Liza Rivera

Liza Rivera | VP of Training | Get Control

Date: 10/10/25

TERMS

1. Intellectual Property: GetControl.net retains all IP rights, including content, methods, and materials. No distribution or reuse without written permission.
2. Guarantee: 100% satisfaction guaranteed. We will repeat any course that does not meet industry standards.
3. Travel & Expenses: If applicable, travel costs, shipping, and applicable taxes are billed separately.
4. Invoicing & Cancellations: Payment for the subscription service is due within 30 days of signing this agreement. Either party may cancel this subscription with a 30-day prior written notification. Such cancellation will be effective on the date stated within the notification and refunds will be prorated and calculated from the annual subscription fee. Any cancellation within 90 days prior to the end of the annual subscription period will not be eligible for refunds. Scheduled trainings outside of the subscription service will be charged at 50% of the agreed upon cost if cancelled within four weeks of the scheduled training date. This charge will be eliminated if the training is rescheduled a minimum of two weeks prior to the original cancelled training date. Scheduled trainings outside of the subscription service will be charged at 80% of the agreed upon cost if cancelled within three weeks of the date of the training.
5. Get Control Academy is an annual subscription. The subscription covered by this agreement runs from January 1, 2026-December 31, 2026. In the event of cancellation or non-renewal, all Get Control content must be removed from the City of Dubuque's LMS. If, for any reason, content remains on the LMS, Get Control will invoice the City of Dubuque a prorated amount for the content based on the number of days the content remains active. The prorated amount will be calculated from the annual subscription fee.
6. Privacy: GetControl.net will not provide client information submitted on our website or registration forms to third parties. Under no circumstances will names, emails, phone numbers, or addresses be sold to or given to any other third parties. In addition, Get Control Training agrees to maintain confidentiality with respect to any proprietary information provided by City of Dubuque. All materials created for custom webinars will be the property of City of Dubuque for internal use only.

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CONTACT US



+203-915-4391
info@getcontrol.net

www.getcontrol.net
138 Deepwood Drive Guilford CT

**AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
KNIGHTS OF COLUMBUS, DUBUQUE COUNCIL, NO. 510**

This Agreement, dated for reference purposes the 14 day of November, 2025, is made and executed between the City of Dubuque, Iowa, (City), a municipal corporation, and Knights of Columbus, Dubuque Council No.510, (KoC 510), an Iowa corporation with its principal office in Dubuque, Iowa.

WHEREAS, City is the owner of Washington Park (the Park); and

WHEREAS, City and KoC 510 desire to enter into an Agreement whereby City grants permission to KoC 510 to place a display in the Park, upon the terms and conditions hereinafter stated;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the City and KoC 510, each to the other, it is agreed as follows:

SECTION 1. PREMISES. City hereby grants to KoC 510 the right to use the Park as set forth herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement is November 24, 2025, through January 9, 2026.

SECTION 3. RENTAL. KoC 510 must pay to City on or before December 1, 2025 rent of \$1.00.

SECTION 4. USE OF PROPERTY.

4.1. KoC 510 agrees that the Park will be used only for a single holiday display

4.2. The location of the display must be approved by City's Parks and Recreation Director prior to installation. A written plan outlining the above-mentioned items must be submitted to the Parks and Recreation Director prior to December 1, 2025.

4.3 The display must have an 8.5 X11 inch sign indicating it is sponsored by Knights of Columbus, Dubuque Council No. 510 visible to the general public and indicate the display is not sponsored by the City.

SECTIONS. GROUNDS AND MAINTENANCE. KoC 510 is responsible for the following:

- (1) Snow removal from the display.

- (2) All electrical connections for the display and the cost of electricity; KoC 510 agrees to reimburse the City for all costs during the term of this Agreement within thirty (30) days of billing by the City.
- (3) Erection and maintenance of the display.
- (4) Return of all grounds to their original condition after removal of the display.
- (5) Prompt trash and litter pickup and removal relative to the display throughout the term of the Agreement.
- (6) Compliance with all applicable City ordinances, including building and electrical codes.

SECTION 6. MANAGEMENT AND CONTROL OF THE PARK. The City will continue to have sole management authority and control of the Park, except that KoC 510 is solely responsible for its display.

SECTION 7. INSURANCE. KoC 510 shall provide insurance as required by the attached Insurance Schedule A.

SECTION 8. INDEMNITY. KoC 510 agrees to save, defend, indemnify and hold harmless City, its officers, agents and employees, against any and all loss, damage, claims, causes of action, judgments, costs and expenses that City may hereafter suffer, incur, be put to, pay or lay out by reason of the performance or lack of performance by KoC 510 and/or its agents and employees of the conditions of this Agreement.

SECTION 9. ASSIGNABILITY. KoC 510 shall not assign or transfer any interest in this Agreement.

SECTION 10. TERMINATION. In the event KoC 510 fails to keep, perform and observe in a timely and proper manner any of its covenants or obligations under this Agreement, City may, at its option, terminate this Agreement by giving twenty-four hours' notice to KoC 510, in which event KoC 510 shall immediately remove its display or other equipment from the Park and restore the Park to its original condition.

CITY OF DUBUQUE, IOWA

**KNIGHTS OF COLUMBUS, DUBUQUE
COUNCIL No. 510**

By: Michael Van Milligen
Michael C. Van Milligen
City Manager

By: Craig A. Forbes
Printed Name

CHARTER AGREEMENT

This Charter Agreement ("Agreement") is made and entered into by and between Sunflower Enterprises, Inc. ("Owner") and the City of Dubuque ("Charterer") for the lease of Barge #24, 175x32x5, hereinafter (barge/equipment), to be used for Project # _____, Purchase Order # _____, in Dubuque, IA under the following conditions:

1. **Term:** The effective date of this Agreement is July 21, 2025. Billing will commence upon shipment of the barge/equipment. This Agreement shall remain in effect until the barge/equipment is returned to the Owner at its facility in East Dubuque, IL. Estimated charter duration: 3 months.
2. **Duty to Inspect:** Owner appointed third party charter surveys will be performed of the barge/equipment before and after charter. Charterer agrees to return barge/equipment to Owner in the same condition as it was when initially received, with normal wear and tear accepted. If barge/equipment is damaged beyond normal wear and tear or needs to be cleaned it will remain on charter at the monthly rate until repairs/cleaning is complete or insurance claim is settled. It is the responsibility of the Charterer to warrant that the barge/equipment is suitable for the intended use and to maintain applicable laws, regulations, and safety standards while in their care, custody, and control.
3. **Payment:** Billing for this project will be sent to Charterer on a monthly basis. Finance charges on delinquent payments shall accrue at a rate of 1.5% per month. The amount payable for the barge/equipment is as follows:

Equipment:
 - Barge 24 (75x32x5) \$5,000.00/month
Mob/Demob
 - IEI Harbor to Rivers Edge \$605.00/hour
Sales tax is not included in the monthly rental rate. Please supply exempt certificate if sales tax does not apply.
4. **Maintenance & Repair:** Charterer agrees to be responsible for, and to replace and /or repair any damage to the said leased barge/equipment while in Charterers care, custody and control, normal wear and tear accepted. Damaged barge/equipment will remain on charter at same rate per day until returned in the same condition as departure.
5. **Survey:** On/off charter surveys will be performed of the barges/attachments at the Dubuque Barge & Fleeting Service facility in East Dubuque, IL. Charterer agrees to return equipment to Owner in the same condition as they were leased, normal wear and tear excluded. If equipment is damaged by Charterer it will remain on charter at the stated rate until repairs are complete. On and off charter survey costs will be paid by Charterer.
6. **Loss of the Vessel:** In the event of a total loss of barge/equipment (actual or constructive) Charter rental shall cease as of the date of determination of such total loss. Payment as required by #9 herewith shall be paid to Owner within 30 days of referenced determination or weekly rental cost will be reinstated as of the date of loss.
7. **Sub charter:** Charterer is not authorized to sub-charter the barges/equipment listed within, unless authorized by Owner in written form.

8. **Arbitration:**

- A. Charterer and Owner shall exercise their best efforts to settle any claim, controversy or dispute concerning questions of fact of law arising out of or relating to this Agreement, or to performance of either Party hereunder, or to the threatened, alleged or actual breach thereof by either Party.
- B. If the Parties are unable to resolve a dispute with thirty (30) calendar days from the date that either Party is informed in writing by the other Party that a dispute exists, the dispute shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the Award rendered by the arbitrator may be entered in any court that has jurisdiction thereof.

- C. Either Party may initiate arbitration proceedings by the filing of a Demand for Arbitration with the American Arbitration Association. A sole arbitrator shall be selected by the Parties following the procedures set forth in the then current Commercial Arbitration Rules of the American Arbitration Association: provided, however, that if either Party fails to select an arbitrator within thirty (30) days after the arbitration is initiated, the American Arbitration Association shall select an arbitrator on behalf of such party. Any arbitrator appointed by a Party to this Teaming Agreement shall not be an officer or employee of, consultant for, or otherwise associated with, the Party appointing him.
- D. Unless both Parties waive an oral hearing in writing, the arbitrator shall hold a hearing on the dispute to be arbitrated. Such hearings shall be held in a neutral location, at such time and place as the arbitrator shall determine. The arbitrator shall have the authority to require the presence of any current officer or employee of either party as a witness at the Arbitration proceeding. The arbitrator shall provide an opportunity to each party to be present, to be fully heard, by counsel or otherwise, and to cross-examine.
- E. The Parties expressly agree that any arbitration hereunder may proceed in the absence of any Party who, after due notice, fails to be represented at such arbitration or to obtain an adjournment thereof, and that, in such event, an award may be made based solely upon the evidence submitted by the Party who is present.
- F. The authority of the arbitrator shall be to make a decision with respect to the dispute in accordance with the provisions of the Agreement. The arbitrator shall not have the power to add to or modify any of the provisions of this Agreement provided, however, that this provision shall not prevent, in any appropriate case, the interpretation and construction by the arbitrator of the applicable provision(s) of this Agreement to the extent necessary to apply such provision(s) to the dispute. All costs and expenses of the arbitration proceedings, including the fees and expenses of the arbitrator and the cost of transcripts, shall be equally shared by the Parties hereto. Each Party, however, is solely responsible for paying its own attorney fees, expert witness fees and costs associated with its own case. The arbitrator shall not be empowered to issue any award for punitive or consequential damages.
- G. The written decision rendered by the arbitrator shall be final, binding and conclusive upon the Parties unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, so grossly erroneous as a matter of law as necessarily to imply bad faith, or determined by such court to not be supported by substantial evidence. Judgment upon an award rendered by the arbitrator may be entered in any court of competent jurisdiction.

9. **Insurance:** Charterer agrees to adequately insure the barge, which are the subject of this Agreement. The property (hull) coverage shall be in an amount at least equal to the stated value of the vessel as shown below:

- Barge #24 \$250,000

The Charterer shall also provide general liability insurance protection /indemnity (P&I) in a minimum amount of one million dollars (\$1,000,000.00). The Charterer shall also provide pollution liability and equipment (Inland Marine) insurance. The Owner shall be added as additional insured on all of the insurance policies listed above. Charterer shall provide proof of Workman Compensation including USL&H with a Waiver of Subrogation in favor of Owner. The Charterer shall provide the Owner with certificates of insurance prior to delivery of the property which is the subject of this Agreement.

HOLD HARMLESS: To the fullest extent permitted by law, City of Dubuque shall protect, defend, indemnify and hold Dubuque Barge & Fleeting Service, Inc., its servants, employees, agents, officers, directors, parent, subsidiary and affiliated companies harmless from and against any and all suits, actions, legal or administrative proceedings, claims causes of actions, demands, damages of every kind whatsoever, including but not limited to liabilities, fines, penalties, losses, costs and expenses of every kind and character including without limitation , claims based on any bodily injury, personal injury, death, or property damage of any nature whatsoever which may arise or may be claimed to have arisen, directly or indirectly, out of or in connection Project # _____, Purchase Order _____, in Dubuque, IA for the duration of project.

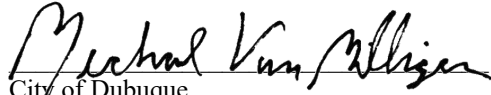
10. **Delivery & Return:** The barge/equipment listed within this agreement shall be returned to Dubuque Barge & Fleeting Service Inc., in East Dubuque, IL. Efforts will be made to complete inspections of the barge/equipment within 5 business days of return. A report will be shared with both Parties detailing any damage or required repairs.

11. **Liens**: Charterer shall not incur any liens or other encumbrances on the barge/equipment and shall not remove or deface any notice that may be posted on vessel by the Owner as evidence of the Owners interest therein.

Dated this 21 day of July 2025.



Sunflower Enterprises, Inc.
5 Jones St.
Dubuque, Iowa 52001
Justin Heinzen
563-231-6381
jheinzen@newtmarine.com



City of Dubuque
50 W 13th St.
Dubuque, IA 52001
Michael Van Milligen

Friday, November 7, 2025

City of Dubuque
Legislative Dinner
Mia Burbach
City Hall, 50 W 13th Street
Dubuque, Iowa
52001

Dear Mia Burbach,

Thank you for choosing the Grand River Center to host Legislative Dinner! We are looking forward to assisting you with the details to make your event a memorable experience for you and your attendees.

Please review this agreement carefully, sign, and return. Once signed, we will counter-sign and send you a copy for your records.

Upon completion of the booking process, we will work with you on the details of your event, including scheduling, setups, catering, audio/visual services, and much more.

If you have any additional questions, please do not hesitate to reach out to me.

Thanks again,

Sincerely,
Rachel Clisch
Director of Sales and Marketing
Grand River Center- proudly managed by Oak View Group
Email: rachel.clisch@oakviewgroup.com
Phone: 563.239.9301

EVENT TIMELINE

Date	Time	Function	Space	Setup	AGR
Tue, 12/16/2025	5:00 PM-5:45 PM	Cocktails	River Room		50
	5:45 PM-7:00 PM	Dinner & Meeting	River Room		50

VENUE RENTAL

Date	Time	Room	Price	Discount	Total
12/16/2025	3:00 PM - 9:00 PM	River Room	\$1,500.00	\$1,200.00	\$300.00
Subtotal					\$1,500.00
Less Discounts					\$1,200.00
				Flat Discount	\$1,200.00
Rental Total					\$300.00

EVENT SUMMARY

Event Charges		\$1,500.00
Less Discounts		\$1,200.00
	Flat Discount	\$1,200.00
Subtotal		\$300.00
EVENT TOTAL		\$300.00

This License Agreement (the "**Agreement**") is between (i) Oak View Group ("**Operator**") as agent on behalf of the City of Dubuque, Iowa ("**Owner**"), and (ii) the Licensee set forth above.

Background

Owner is the owner of the Facility and has engaged Operator to manage and operate the Facility. Operator is authorized by Owner to license the use of the Facility to others for the purpose of holding certain events. The purpose of this Agreement is to set forth the terms and conditions on which Operator is granting Licensee a license to use the Facility for the purpose of holding the Event. By signing below, the parties acknowledge receipt and understanding of all the terms and conditions herein, including the below Standard Terms and Conditions.

STANDARD TERMS AND CONDITIONS

1. **Grant of License; Licensed Premises.** Subject to the terms and conditions of this Agreement, Operator grants to Licensee a license to use the Licensed Premises during the Term, for the limited purpose of holding the Event (and for associated load in, set up, and load out of the Event, if applicable) and not for any other purpose. Licensee shall not have access rights or privileges in or to any other part of the Facility besides the Licensed Premises, except for the privilege of ingress and egress through the public corridors at the Facility, on a non-exclusive basis, as necessary to utilize the Licensed Premises. Unless agreed otherwise in writing by Operator, the Event shall be by "invitation only" and will not be open to the public. Licensee shall use the Licensed Premises to hold and present the Event in accordance with the terms and conditions of this Agreement and all rules and regulations of Operator or Owner pertaining to the Facility (the "**Facility Rules**"), as modified from time to time upon notice to Licensee.
2. **Term.** The Term shall be as set forth above. If the Term is extended (which may occur only with the prior written consent of Operator) Licensee shall be solely responsible for all costs and expenses incurred or required in connection with such extension. In addition, if the Event (or any session thereof) runs beyond the agreed end time on any of the Event nights, or if load-out runs beyond the proscribed time, Licensee shall be liable for any additional expenses incurred by Operator, including but not limited to payments to union labor, if applicable.
3. **Duties of Operator.** Operator, at the cost and expense of Licensee except or as otherwise provided hereunder, shall provide (or cause to be provided) the following in connection with the Event (the cost of which shall collectively constitute "**Costs**"):
 - (a) **Staffing.** Any and all personnel as may be required by Operator (in its sole discretion) to properly staff the Facility for the Event and for the proper and safe presentation of the Event, including, without limitation, personnel to set up and take down the Event (including all riggers), security personnel, ushers, crowd control, first aid (EMT), fire personnel, supervisors, electricians, janitorial staff, audio visual technicians, telecommunications staff, concession and catering staff, and other necessary support services customarily provided by Operator for a like event, as applicable; and
 - (b) **Additional Requested Items and Services.** Additional items, personnel, and services, which Licensee requests to be provided in connection with the Event and which Operator is reasonably able to provide, such as stagehands for set-up, take down and productions, additional production requirements, and lighting and/or sound equipment other than the current sound or lighting system in the Facility, all of which shall be subject to the approval of Operator.

It is understood by Licensee that services, labor, and equipment will be provided only to the extent of existing available inventory and in consideration of other Facility events and activities.

4. **Food and Beverage.** The F&B Provider shall have the exclusive right to provide food and beverage services in connection with the Event. The "**F&B Provider**" shall be the Operator or, if applicable, any third party the Facility has contracted with to be the exclusive food and beverage provider for the Facility. No other individual or organization is permitted to bring food or beverage products into the Facility, without the express written consent of Operator.
 - (a) **Food & Beverage Fee.** Licensee shall pay the F&B Provider for all food and beverage services provided at the Event (the "**F&B Fee**"). Licensee acknowledges that the F&B Fee has been established based on Licensee's representation that the F&B Fee hereunder will be no less than the F&B Minimum. In the event the actual F&B Fee is less than the F&B Minimum, Operator shall have the right to increase the F&B Fee to the F&B Minimum.
 - (b) **Banquet Event Order.** No later than 21 days prior to the Event, Licensee and F&B Provider shall enter into a banquet event order form including the specific menu items and estimate of number of people attending the Event for whom such items will be provided (the "**BEO**"). Such BEO shall include an estimate of the F&B Fee and additional terms and conditions as may be required by the F&B Provider. No later than 5 business days prior to the Event, the BEO shall be revised to reflect any changes to the guaranteed number of people attending the Event. Once such BEO is entered into, Licensee shall be required to pay, at a minimum, the F&B Fee specified therein, regardless of any subsequent changes requested to the menu or attendance number. Unless otherwise agreed by Operator, the remaining balance of the F&B Fee not previously paid to the F&B Provider shall be paid by Licensee by money order, wire transfer, or certified check on the day of the Event.
 - (c) **All catered events are subject to a Management Charge that will be assessed at the rate in effect at the time of any event. While that rate is currently set at 22% of the goods and services provided, it is subject to increase by up to an additional 2% (to 24%) upon notice to Licensee. This Management Charge is the sole property of the food/beverage service company or the venue owner/operator, as applicable, and is used to cover costs and expenses in connection with the catered event and administration of the event (excluding employee tips, gratuities, and wages), and is not charged in lieu of a tip or gratuity. For avoidance of doubt, the Management Charge is not a tip or gratuity,**

nor is it purported to be a tip or gratuity for any employee who provides services to guests (e.g., wait staff employee, service employee, service bartender, and the like), and no part of the Management Charge will be distributed (as a tip, gratuity, or otherwise) to any employee who provides service to guests.

5. **Fees; Deposits.**

(a) License Fee. Licensee shall pay Operator the following amounts (collectively, the "Fee"), and unless otherwise set forth above, the entire Fee shall be paid to Operator in advance of the Event:

1. Base License Fee; *plus*
2. F&B Fee; *plus*
3. Costs as set forth above, and any and other expenses that Licensee is obligated to reimburse Operator for under this Agreement.

(b) Non-Refundable Deposit. A non-refundable Deposit in the amount set forth above is payable to Operator upon execution of this Agreement. Such Deposit shall be credited to the Fee at settlement. Licensee shall not be entitled to the payment of any interest whatsoever on the Deposit. If the Deposit (or any portion thereof) is not paid on or before the due date(s) specified above, Operator may terminate this Agreement, in its sole discretion, by providing written notice of termination to Licensee. Any such termination shall be in addition to any other rights or remedies available to Operator at law or in equity arising out of such breach by Licensee, including Operator's right to recover damages. Any additional Costs relating to changes in the Event requirements shall, unless otherwise agreed by Operator, be paid by Licensee by money order, wire transfer, or certified check on the day of the Event, unless otherwise agreed by Operator in advance.

(c) Interest Payment. In the event Licensee fails to remit payment when due of any amounts due, interest shall accrue on such overdue amounts at the rate of 1.5 % per month (18% per annum), or the maximum rate permitted by law, whichever is less. Unless otherwise agreed by Operator, all payments hereunder shall be made by money order, wire transfer, or certified check.

6. **Event Requirements.** Licensee shall provide to Operator all necessary set-up instructions (personnel, equipment, utilities, layout, etc.) for the Event no later than 30 days prior to the Event (or, if this Agreement is executed less than 30 days prior to the Event, then immediately upon execution hereof) which shall include a copy of a full and complete floor plan for the Event (the "Event Plan"). If such Event Plan is not provided to Operator by such date, or if changes are made to the Event Plan after they have been provided to Operator, and Operator incurs additional costs or expenses as a result of such changes, Licensee shall be solely responsible for such additional costs and expenses at Operator's prevailing rates. No set-up of any exhibits may begin without proof of approval of the Event Plan by the local Fire Department/Fire Marshal for the town or city in which the Facility is located (the "Fire Department"), as applicable, and by the Operator.

7. **Advertising and Promotion.** Licensee shall not publicize, or permit to be publicized, the Event prior to the execution of this Agreement by Operator. Licensee represents and warrants that (i) it has all necessary rights, title, and license in and to any advertising or promotion of the Event, and (ii) that all advertising of the Event will be accurate, truthful, and will include accurate information of the Event times and ticket prices (if applicable). All Event-related advertising will be subject to the prior written approval of Operator, not to be unreasonably withheld. All print and broadcast materials associated with the Event shall use the official Facility name/logo as provided by Operator. Operator has no responsibility whatsoever to advertise or market the Event. Operator reserves the right to display or sell, without limitation, advertising, and promotions within and around the Facility, and to retain all income from such display or sale. Licensee shall not interfere with, block, remove, or otherwise disturb advertising or promotions within or around the Facility without the prior written consent of Operator. Signs containing commercial or sponsored advertising messages must be approved in advance in writing by Operator.

8. **Permits and Licenses.** Prior to the Event, Licensee shall procure, at its expense (i) all licenses, permits, and approvals required under applicable laws in connection with its use of the Licensed Premises for the Event, including, without limitation, any licenses, permits, or approvals required by the Fire Department, and (ii) all licenses required by any performance rights organizations, such as ASCAP, BMI, GMR, SESAC and SOCAN, for music or other works to be utilized or displayed in connection with the Event. Copies of such licenses and proof of payment therefor shall be provided to Operator upon request. Notwithstanding anything contained herein to the contrary, Licensee shall not be required to secure any permits for the general day-to-day occupancy of the Facility, or any music licenses which have previously been secured by Operator or Owner, as communicated in writing to Licensee.

9. **Indemnification; Limitation on Liability; No Warranties; Risk of Loss.**

(a) Indemnification. Licensee hereby agrees to indemnify and defend Operator, Owner, any and all Facility vendors, and any other present or future lender providing financing to, or in connection with, the construction or operation of, the Facility, and each of their respective successors and assigns, and all past, current, and future agents, representatives, servants, officials, regents, officers, directors or supervisors, consultants, and employees of the foregoing (collectively, the "Facility Parties") from and against any and all claims, suits, losses, injuries, damages, liabilities, and expenses, including, without limitation,

reasonable attorneys' fees and expenses (collectively, "**Claims or Costs**"), occasioned in connection with, arising or alleged to arise, wholly or in part, from (i) any breach of this Agreement by Licensee, (ii) the exercise by Licensee of the privileges herein granted, or (iii) the acts or omissions, or violation of any applicable law, rule, regulation, or order, of or by Licensee or any of its agents, owners, officers, directors, members, managers, representatives, contractors, exhibitors, employees, guests, or invitees (collectively, the "**Licensee Parties**").

- (b) **Limitation on Liability.** Operator shall not be liable under any circumstances to Licensee for any indirect, special, punitive, or consequential damages, or loss of revenue or profits arising in connection with this Agreement, even if Licensee has been advised of the possibility of such damages.
- (c) **Condition of Facility.** Operator makes no warranty or representation to Licensee of any kind (express or implied) regarding the suitability of or compliance with applicable laws, of the Facility, the Licensed Premises, or any portion thereof, as built, for any aspect of the use Licensee expects or intends to make of the Facility. Licensee further agrees that the Facility and specifically the Licensed Premises are being provided "AS IS", "WHERE IS" and "WITH ANY AND ALL FAULTS" and without warranty, express or implied, as to the merchantability or fitness for the use thereof for any particular purpose.
- (d) **Risk of Loss.** None of the Facility Parties shall be responsible or liable for any injury or death to any person or loss or damage to the personal property sustained by any Licensee Party resulting from any condition, accident, or occurrence in or upon the Licensed Premises, unless such injury, loss, or damage is due to the gross negligence or willful misconduct of a Facility Party. Licensee acknowledges and agrees that all of its property or property of others in the Facility shall be used and/or stored in the Facility at the sole risk of Licensee, and Licensee on behalf of itself and each Licensee Party hereby waives and releases the Facility Parties from any and all Claims or Costs related thereto to the fullest extent permitted by law.
- (e) **Survival.** The provisions of this Section 9 shall survive any expiration or termination of this Agreement.

10. Insurance.

- (a) **Required Coverage / Required Terms.** Licensee shall, at its sole cost and expense, acquire and maintain throughout the Term, insurance as required on Exhibit A, attached hereto, and comply with all terms contained therein.
- (b) **Failure to Obtain Insurance.** Operator shall also have the right to prohibit Licensee or any of the Licensee Parties from entering the Facility until such certificates or other evidence that insurance has been obtained in complete compliance with this Agreement is received by Operator. Licensee's failure to maintain the insurance required herein shall be a material breach of this Agreement by Licensee and shall entitle Operator to terminate this Agreement upon notice to Licensee. **IN THE EVENT OF SUCH TERMINATION BY OPERATOR, THERE SHALL BE NO FURTHER LIABILITY OF ANY KIND OR NATURE WHATSOEVER BY OPERATOR TO LICENSEE, AND OPERATOR SHALL RETAIN THE RIGHT TO PROCEED WITH A LEGAL ACTION AGAINST LICENSEE TO RECOVER ANY AND ALL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS) SUSTAINED BY OPERATOR BY REASON OF LICENSEE'S DEFAULT HEREUNDER.**
- (c) **Non-Compliance.** In the event that Licensee fails to procure and present the required insurance, Operator shall have the right, but not the obligation, to do so on Licensee's behalf and at Licensee's expense and shall be entitled to reimbursement for the costs thereof as part of the Fee.

11. Use of the Licensed Premises.

- (a) **Duty of Care; Return of Facility.** Licensee shall use the Licensed Premises in a safe and careful manner. Licensee shall not (and shall ensure that all Licensee Parties do not) mar, deface, or injure any part of the Facility. Upon conclusion of the Term, Licensee shall deliver the Licensed Premises in as good condition and repair and in the condition received at the beginning of the Term, normal wear and tear excepted.
- (b) **Return of Property.** Immediately following the Event but no later than conclusion of the Term, Licensee shall immediately remove from the Licensed Premises any and all property, goods, or other effects belonging to, or brought into the Facility by, any Licensee Party. If Licensee fails to do so, Operator may store or cause to be stored any such property at Licensee's expense. Alternatively, Operator may deem such property to be abandoned and sell such property in such a manner and to such an extent as is permitted by applicable law and apply the proceeds of such sale(s) in a manner determined by Operator in its sole discretion.
- (c) **Operator Access and Control.** In licensing the use of the Licensed Premises to Licensee, it is understood that Operator does not relinquish the right to control the management thereof and to enforce all necessary rules and regulations. Operator shall at all times have the right to limit the number of people attending the Event, for the purpose of ensuring the safety of people and property at the Facility.
- (d) **Disorderly Conduct.** Operator reserves the right at all times to refuse admission to or to cause to be removed from the Event, the Licensed Premises, and/or the Facility any disorderly person, including Licensee's employees, agents, contractors, exhibitors, guests, and invitees, as determined by Operator in its sole discretion, and in the event of the exercise of such authority, Licensee hereby waives any and all claims for damages against Facility Parties on account

thereof.

- (e) Other Events. Licensee acknowledges that other events or activities may be scheduled within the Facility during the Term in areas other than the Licensed Premises. Licensee acknowledges that the public parking areas surrounding the Facility are not exclusive to or for the Event. Licensee agrees to adhere to a "good neighbor" policy and will not permit or allow to be permitted, any activity in the Licensed Premises that will disturb use of other areas of the Facility by any other individual, entity, organization, or event.
- (f) Broadcasting. Licensee shall not televise or broadcast the Event or any part thereof without the prior written approval of Operator, which may be withheld in Operator's sole discretion, and may further be conditioned on Licensee (or an applicable third party) paying an additional fee for the privilege to broadcast the Event, and/or Licensee procuring additional insurance to cover such broadcasting activities.
- (g) Coat Check. Unless otherwise agreed by Operator in writing, Operator reserves the exclusive right to operate, or contract for the operation of, a coat checkroom, and to retain all revenue in connection therewith.

12. **Non-Discrimination / Americans With Disability Act.** Licensee agrees not to discriminate against any employee or applicant for employment to be employed in the performance of or in relation to this Agreement, with respect to the hire, tenure, terms, conditions, or privileges of employment, or any other matter directly or indirectly related to such employment, whether on account of race, creed, marital status, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, disability, or handicap, except where based on a bona-fide occupational qualification. With respect to the Event, Licensee recognizes that it is subject to the provisions of Title III of the Americans With Disabilities Act, as amended ("ADA"). To the extent that Licensee reconfigures, modifies, alters, rearranges, or otherwise prepares or "sets up" the Licensed Premises or any other portion of the Facility in order to accommodate the Event, Licensee shall be responsible for ensuring that such areas comply (and continue to comply throughout the Term) in all respects with the ADA, including without limitation with regard to accessibility, usability, and configuration. Licensee shall be solely responsible for providing auxiliary aids or any modification of the Licensed Premises or other portions of the Facility that may be required in order to accommodate the Event, and for ensuring that the policies, practices, and procedures it applies in connection with the Event are in full compliance with the ADA.
13. **Termination.** Either party may terminate this Agreement in the event the other party fails to perform any of its material obligations under this Agreement, and such failure has not been cured within 15 days (or 5 days in the event of a payment default) after the date on which the breaching party receives written notice describing such breach in reasonable detail. Notwithstanding the foregoing, in the event Licensee fails to provide the insurance certificate(s) required herein by the date due hereunder, or if Operator or Owner may suffer irreparable harm as a result of the breach by Licensee, Operator shall not be required to wait any period of time before terminating this Agreement or pursuing any remedies hereunder or under applicable law. Any termination of this Agreement shall not prejudice any other right or remedy available to the non-breaching party at law or in equity. In the event Operator terminates this Agreement due to a breach or default by Licensee, Operator may retain as damages any fees paid by Licensee under this Agreement (including the Deposit), without prejudice to any other legal rights or remedies Operator may have.
14. **Loss of Use of Facility; Force Majeure.**
- (a) "Event of Force Majeure" Defined. "Event of Force Majeure" means any occurrence or condition beyond the reasonable control of the party asserting it that prevents such party from performing its obligations under this Agreement and may include, without limitation, fire, earthquake, flood, pandemic, epidemic, act of God, strike, lockout, or other labor dispute; provided, however, that under no circumstances shall the monetary inability of a party to perform be considered an Event of Force Majeure.
 - (b) Loss Affecting the Facility or Event of Force Majeure Affecting Operator. Should the Facility or any material part thereof be destroyed or damaged by fire or by any other cause, or if any other Event of Force Majeure shall render the fulfillment of this Agreement by Operator impractical, this Agreement shall terminate, and Operator shall not be liable or responsible to Licensee for any damage or loss caused thereby. In such event, and provided that such casualty loss of Event of Force Majeure was not caused by an act or omission of Licensee or its employees, agents, representatives, or affiliated parties, Operator shall return the Deposit to Licensee, less any out-of-pocket costs incurred by Operator in connection with the Event (for which Licensee shall remain liable).
 - (c) Event of Force Majeure Affecting Licensee. Should Licensee be unable to take possession of the Facility or present the Event due to an Event of Force Majeure, without limiting the terms of subsection (b) above, neither Operator nor Licensee shall have any liability under this Agreement and Licensee, as its sole remedy and relief, shall receive a refund of any uncommitted or cancelable advance payments, with the exception of the Deposit, which is nonrefundable.
15. **Cancellation of Event by Licensee.** In the event of a cancellation by Licensee of the Event no Deposit refund shall be made. Additionally, and unless otherwise indicated by Section 14 above, Licensee shall be obligated to pay the full amount of the Fee contemplated to be due hereunder had the Event actually occurred, including without limitation the F&B Fee. The parties agree that Operator will be damaged by any such cancellation, and that the exact amount of such damages would be either impossible or inconvenient to prove, and that the amounts set forth in the preceding sentence are a reasonable estimate of the amount of such damages. The parties further agree that such amount shall constitute liquidated damages, and not a penalty of any kind. The remedies set forth in this section are in addition to, and not in lieu of, any other rights or remedies Operator may have, at law or in

equity, in the event of a breach or cancellation of this Agreement by Licensee.

16. **Miscellaneous.**

- (a) Compliance with Laws; Facility Rules, Taxes. Licensee shall comply with and shall cause all of the Licensee Parties to comply with all laws, regulations, and ordinances applicable to it in connection with its performance under this Agreement as well as all Facility Rules ("**Compliance Obligations**"). These Compliance Obligations include, without limitation, compliance with all national, state, and local laws, regulations, and ordinances, as well as all Facility Rules implemented to reduce the risk of transmission of COVID-19. Unless otherwise expressly stated herein, any items or services provided by Operator to Licensee to assist Licensee in performing its Compliance Obligations shall be the sole responsibility of Licensee and reimbursable to Operator as Costs. Licensee agrees to pay promptly all taxes assessed on its activities at the Facility hereunder, including any sales tax on the payment of the Fee hereunder (which shall be in addition to the amounts due hereunder).
- (b) Governing Law; Consent to Exclusive Jurisdiction. This Agreement shall be governed by the internal laws of the state or commonwealth in which the Facility is located, without regard to conflict of laws principles. Any action arising out of or in connection with this Agreement, or the conduct, acts, omissions, or activities of the parties hereunder, shall be brought in the federal or state courts located in the state or commonwealth in which the Facility is located, and the parties hereby submit to the exclusive jurisdiction of, and venue in, those courts.
- (c) Management Agreement. Licensee recognizes Operator is entering into this Agreement pursuant to its specific authority in the management agreement between Owner and Operator ("**Management Agreement**") and to the extent such Management Agreement expires or is terminated, or Operator ceases for any reason to be the manager of the Facility, Operator shall have no independent liability under this Agreement and this Agreement shall remain in full force and effect and all performance by Operator shall be rendered by Owner or the Facility's successor manager. If the Facility closes or becomes non-operational, Operator or Owner may terminate this Agreement without liability.
- (d) Assignment. This Agreement shall not be assigned nor shall Licensee's right to use the Licensed Premises be sublicensed by Licensee without the prior written consent of Operator in each instance, which may be withheld in Operator's sole discretion. Operator may assign this Agreement at any time to any party including, without limitation, any successor owner or operator of the Facility.
- (e) Waivers. No waiver shall be effective unless it is in writing and is signed by the party to be charged. No delay or failure to exercise any right or remedy accruing to any party shall impair any such right or remedy, nor shall it be construed as a waiver of any future right or remedy.
- (f) Relationship of the Parties. The parties are independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship.
- (g) Notices. All notices shall be in writing and shall be deemed delivered 3 days after deposit in the U.S. mail, certified, return receipt requested, to Licensee and Operator at the address set forth above (Attn: General Manager), with a courtesy copy sent via electronic mail. A copy of all notices to Operator to be sent to OVG360, 150 Rouse Blvd., Philadelphia, PA 19112, Attn: Legal Department, Email: OVG360Legal@oakviewgroup.com.
- (h) Severability. If any provision of this Agreement is declared invalid or unenforceable by an arbitrator or court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which shall remain in full force and effect.
- (i) Attorneys' Fees. In case any suit or action is instituted by Operator to enforce compliance with this Agreement, including all appeals, Operator shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorneys' fees, and all other related expenses, from Licensee, in addition to the costs and disbursements provided under applicable laws.
- (j) No Third-Party Beneficiaries Entire Agreement. No other party shall be or be deemed to be a third-party beneficiary of this Agreement, except for Owner, who is an intended third-party beneficiary of the obligations of Licensee under this Agreement, entitled to enforce this Agreement directly against the Licensee as if Owner was a party hereto. This Agreement constitutes the entire agreement and understanding of the parties regarding its subject matter, and supersedes any and all prior agreements, understandings, or communications between the parties, whether oral or written. This Agreement may not be amended except by a writing signed by an authorized representative of each party. In the event of a conflict between the terms of this Agreement and the terms set forth in any exhibits or addenda attached hereto, the terms of this Agreement shall govern. This Agreement shall be binding upon and inure to the benefit of all successors and permitted assigns.

ACCEPTED AND AGREED:

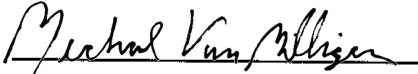
City of Dubuque		Oak View Group as agent on behalf of City of Dubuque, Iowa	
By: <u></u>	By: <u></u>		
Print Name: <u>Michael C. Van Milligen</u>	General Manager		
Title: <u>City Manager</u>	Date: <u>11.14.25</u>		
Date: <u>11/13/2025</u>			

Exhibit A
Insurance Obligations

Licensee shall obtain, at its own cost and expense, the following insurance:

- (a) **CGL Coverage.** Licensee shall obtain commercial general liability insurance in the name of Licensee which insures all operations of Licensee (including operations of Licensee as contemplated by this Agreement), and Licensee's contractual undertaking of liability of another and Licensee's assumption of liability, as set forth in this Agreement. Such insurance shall be written with a limit of at least One Million Dollars (\$1,000,000.00) for bodily injury, property damage and personal injury, with a Two Million Dollars (\$2,000,000) General Aggregate.
- (b) **Workers' Compensation Coverage.** Licensee shall maintain, at its own cost and expense, workers' compensation insurance in respect of all employees, players, performers and any borrowed, leased or other person to whom such compensation may be payable by Licensee.
- (c) **Automobile Liability Coverage.** If Licensee is operating or causing the operation of vehicles on the premises of the Facility, Licensee shall maintain commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles, in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) per accident, combined single limit for personal injury and property damage.

Additional Terms:

- Other than in connection with workers' compensation policies, all such insurance shall name **Oak View Group** and **City of Dubuque, Iowa** as additional insureds. The naming of City of Dubuque, Iowa as an additional insured shall not constitute a waiver of the defenses available to City of Dubuque, under Chapter 670 of the Code of Iowa.
- **Certificates of Insurance.** At least 30 days prior to the Event (or immediately upon execution hereof, if less than 30 days remain before the Event), the Licensee shall provide to the Operator certificate(s) of insurance evidencing the coverages set forth above.
- Insurance policies shall be issued by insurance companies authorized to do business by the State of Iowa and have an A.M. Best rating of at least A-VIII or better for the duration of the Agreement, include a waiver of subrogation in favor of the Facility Parties and be primary and non-contributory with any available insurance policies and programs of self-insurance of the Facility Parties.
- Licensee shall not cancel or otherwise modify policies set forth above without 30 business days' prior written notice to Operator and in the event of a non-payment of premium by Licensee, shall issue 10 days' prior written notice to Operator.
- Insurance effected or procured by Licensee hereunder will not reduce or limit Licensee's contractual obligation to indemnify and defend the Facility Parties hereunder.
- All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.

SNOW REMOVAL AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND

NOV - 6 REGD

ADOBOS MEXICAN GRILL
Property Owner

(Winter 2025-2026)

☒ YES

I request that the City of Dubuque, Park Division, remove snow from the walkway next to my property at 756 Main Street as outlined on the attached Downtown Maintenance Plan. The annual fee for this service will be \$111.14 (to be billed in April 2026).

☐ NO

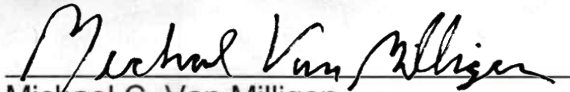
I do not request City snow removal services.

INDEMNIFICATION. To the fullest extent permitted by law, Property Owner shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this Agreement, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of City, its officers and employees or Property Owner, its officers and employees, or anyone directly or indirectly employed by City, its officers and employees, or Property Owner, its officers and employees, or anyone for whose acts City, its officers and employees or Property Owner, its officers and employees, may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

FOR CITY:

11/21/2025

Date


Michael C. Van Milligen
City Manager

PROPERTY OWNER:

11-03-25

Date

JAIME SAAZAR

Name (please print)

ADOBOS MEXICAN GRILL

Company

756 MAIN ST Dubuque IA

Address

Signature 

Paid \$111.14
CK #4120
11-6-25

**SNOW REMOVAL AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND**

**Cottingham and Butler
Property Owner**

(Winter 2025-2026)

☒ **YES**

I request that the City of Dubuque, Park Division, remove snow from the walkway next to my property at **800 Main Street and 8th Street** as outlined on the attached Downtown Maintenance Plan. The annual fee for this service will be \$996.30 and \$991.94

Total: \$1,988.24 (to be billed in April 2026).

☐ **NO**

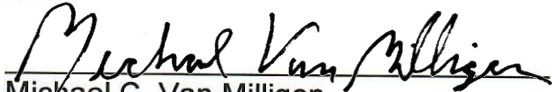
I do not request City snow removal services.

INDEMNIFICATION. To the fullest extent permitted by law, Property Owner shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this Agreement, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of City, its officers and employees or Property Owner, its officers and employees, or anyone directly or indirectly employed by City, its officers and employees, or Property Owner, its officers and employees, or anyone for whose acts City, its officers and employees or Property Owner, its officers and employees, may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

FOR CITY:

11/21/2025

Date


Michael C. Van Milligen
City Manager

PROPERTY OWNER:

10.13.25

Date


Name (please print)

COTTINGHAM & BUTLER
Company

800 MAIN STREET
Address


Signature

**SNOW REMOVAL AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND**

**Department of Corrections
Property Owner**

(Winter 2025-2026)

☒ **YES**

I request that the City of Dubuque, Park Division, remove snow from the walkway next to my property at **745 Main Street** as outlined on the attached Downtown Maintenance Plan. The annual fee for this service will be \$202.43 (to be billed in April 2026).

☐ **NO**

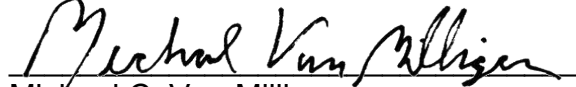
I do not request City snow removal services.

INDEMNIFICATION. To the fullest extent permitted by law, Property Owner shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this Agreement, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of City, its officers and employees or Property Owner, its officers and employees, or anyone directly or indirectly employed by City, its officers and employees, or Property Owner, its officers and employees, or anyone for whose acts City, its officers and employees or Property Owner, its officers and employees, may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

FOR CITY:

11/21/2025

Date



Michael C. Van Milligen
City Manager

PROPERTY OWNER:

10/20/2025

Date

Denise Cooper

Name (please print)

1st District - Department of Corrections

Company

314 E 6th Street, Waterloo Iowa 50703

Address



Signature

**SNOW REMOVAL AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND**

**Fischer Companies
Property Owner**

(Winter 2025-2026)

☒ **YES**

I request that the City of Dubuque, Park Division, remove snow from the walkway next to my property on **8th Street** as outlined on the attached Downtown Maintenance Plan. The annual fee for this service will be \$498.55 (to be billed in April 2026).

☐ **NO**

I do not request City snow removal services.

INDEMNIFICATION. To the fullest extent permitted by law, Property Owner shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this Agreement, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of City, its officers and employees or Property Owner, its officers and employees, or anyone directly or indirectly employed by City, its officers and employees, or Property Owner, its officers and employees, or anyone for whose acts City, its officers and employees or Property Owner, its officers and employees, may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

FOR CITY:

11/21/2025

Date

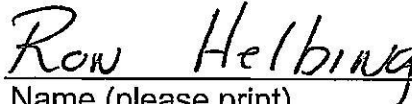


Michael C. Van Milligen
City Manager

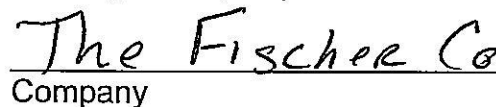
PROPERTY OWNER:

10/14/25

Date



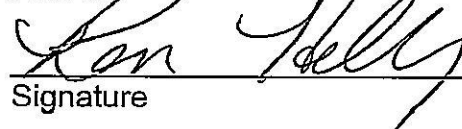
Name (please print)



Company



Address



Signature

**SNOW REMOVAL AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND**

**Graham Brothers
Property Owner**

(Winter 2025-2026)

☒ **YES**

I request that the City of Dubuque, Park Division, remove snow from the walkway next to my property on 890 Main Street as outlined on the attached Downtown Maintenance Plan. The annual fee for this service will be \$362.94 (to be billed in April 2026).

☐ **NO**

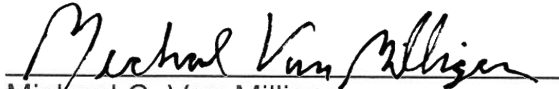
I do not request City snow removal services.

INDEMNIFICATION. To the fullest extent permitted by law, Property Owner shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this Agreement, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of City, its officers and employees or Property Owner, its officers and employees, or anyone directly or indirectly employed by City, its officers and employees, or Property Owner, its officers and employees, or anyone for whose acts City, its officers and employees or Property Owner, its officers and employees, may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

FOR CITY:

11/21/2025

Date

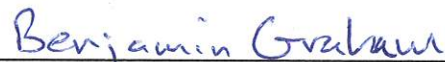


Michael C. Van Milligen
City Manager

PROPERTY OWNER:

10/14/25

Date



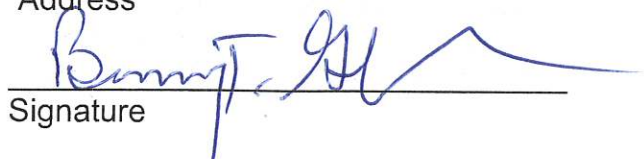
Name (please print)



Company

890 Main Street

Address



Signature

**SNOW REMOVAL AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND**

**Grand Opera House
Property Owner**

(Winter 2025-2026)

☒ **YES**

I request that the City of Dubuque, Park Division, remove snow from the walkway next to my property on **135 W. 8th Street** as outlined on the attached Downtown Maintenance Plan. The annual fee for this service will be \$306.45 (to be billed in April 2026).

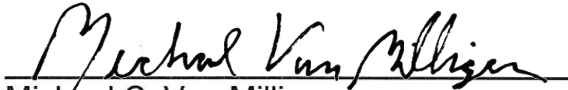
☐ **NO**

I do not request City snow removal services.

INDEMNIFICATION. To the fullest extent permitted by law, Property Owner shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this Agreement, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of City, its officers and employees or Property Owner, its officers and employees, or anyone directly or indirectly employed by City, its officers and employees, or Property Owner, its officers and employees, or anyone for whose acts City, its officers and employees or Property Owner, its officers and employees, may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

FOR CITY:

11/21/2025

Date


Michael C. Van Milligen
City Manager

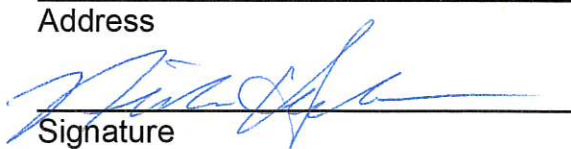
PROPERTY OWNER:

10/16/2025

Date
Nick Halder

Name (please print)
The Grand Opera House

Company
135 W 8th Street

Address


Signature

**SNOW REMOVAL AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND**

**Hartig
Property Owner**

(Winter 2025-2026)

☒ **YES**

I request that the City of Dubuque, Park Division, remove snow from the walkway next to my property on **703 Main Street** as outlined on the attached Downtown Maintenance Plan. The annual fee for this service will be \$377.09 (to be billed in April 2026).

☐ **NO**

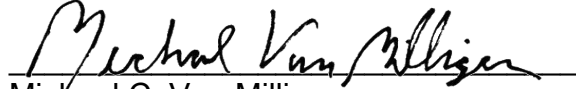
I do not request City snow removal services.

INDEMNIFICATION. To the fullest extent permitted by law, Property Owner shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this Agreement, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of City, its officers and employees or Property Owner, its officers and employees, or anyone directly or indirectly employed by City, its officers and employees, or Property Owner, its officers and employees, or anyone for whose acts City, its officers and employees or Property Owner, its officers and employees, may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

FOR CITY:

11/21/2025

Date



Michael C. Van Milligen
City Manager

PROPERTY OWNER:

10/14/25

Date

Charles Hartig

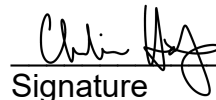
Name (please print)

Hartig Drug Company

Company

703 Main Street

Address



Signature

**SNOW REMOVAL AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND**

**MIDWEST ONE BANK
Property Owner**

(Winter 2025-2026)

☒ **YES**

I request that the City of Dubuque, Park Division, remove snow from the walkway next to my property on Main Street as outlined on the attached Downtown Maintenance Plan. The annual fee for this service will be \$607.30 and \$1,071.73 (to be billed in April 2026).

☐ **NO**

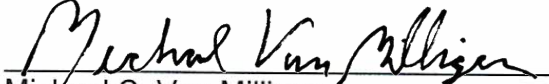
I do not request City snow removal services.

INDEMNIFICATION. To the fullest extent permitted by law, Property Owner shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this Agreement, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of City, its officers and employees or Property Owner, its officers and employees, or anyone directly or indirectly employed by City, its officers and employees, or Property Owner, its officers and employees, or anyone for whose acts City, its officers and employees or Property Owner, its officers and employees, may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

FOR CITY:

11/21/2025

Date



Michael C. Van Milligen
City Manager

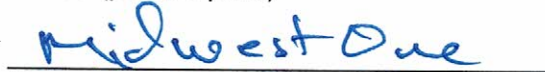
PROPERTY OWNER:

10/14/25

Date



Name (please print)



Company



Address



Signature

SNOW REMOVAL AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND

Miller Companies
Property Owner

(Winter 2025-2026)

☒ YES

I request that the City of Dubuque, Park Division, remove snow from the walkway next to my property at **790 Main Street and 8th Street**, as outlined on the attached Downtown Maintenance Plan. The annual fee for this service will be \$476.31 and \$518.08. (to be billed in April 2026).

☐ NO

I do not request City snow removal services.

INDEMNIFICATION. To the fullest extent permitted by law, Property Owner shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this Agreement, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of City, its officers and employees or Property Owner, its officers and employees, or anyone directly or indirectly employed by City, its officers and employees, or Property Owner, its officers and employees, or anyone for whose acts City, its officers and employees or Property Owner, its officers and employees, may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

FOR CITY:

11/21/2025

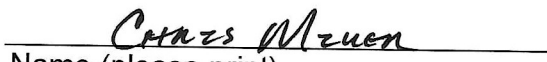
Date


Michael C. Van Milligen
City Manager

PROPERTY OWNER:

10/15/25

Date


Name (please print)


Company

790 MAIN STREET
Address


Signature

SNOW REMOVAL AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND

Miller Companies
Property Owner

(Winter 2025-2026)

☒ YES

I request that the City of Dubuque, Park Division, remove snow from the walkway next to my property at **799 Main Street and 8TH Street**, as outlined on the attached Downtown Maintenance Plan. The annual fee for this service will be \$607.31 and \$498.55 (to be billed in April 2026).

☐ NO

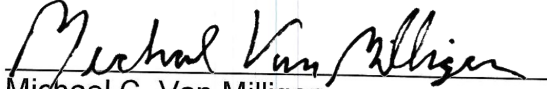
I do not request City snow removal services.

INDEMNIFICATION. To the fullest extent permitted by law, Property Owner shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this Agreement, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of City, its officers and employees or Property Owner, its officers and employees, or anyone directly or indirectly employed by City, its officers and employees, or Property Owner, its officers and employees, or anyone for whose acts City, its officers and employees or Property Owner, its officers and employees, may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

FOR CITY:

11/21/2025

Date


Michael C. Van Milligen
City Manager

PROPERTY OWNER:

10/15/25

Date


Name (please print)

799 MAZN, LLC
Company

799 MAZN ST.
Address


Signature

**SNOW REMOVAL AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND**

**Miller Companies
Property Owner**

(Winter 2025-2026)

☒ **YES**

I request that the City of Dubuque, Park Division, remove snow from the walkway next to my property at **744 Main Street** as outlined on the attached Downtown Maintenance Plan. The annual fee for this service will be \$142.90. (to be billed in April 2026).

☐ **NO**

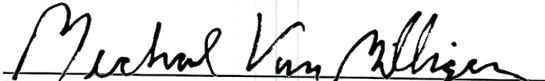
I do not request City snow removal services.

INDEMNIFICATION. To the fullest extent permitted by law, Property Owner shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this Agreement, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of City, its officers and employees or Property Owner, its officers and employees, or anyone directly or indirectly employed by City, its officers and employees, or Property Owner, its officers and employees, or anyone for whose acts City, its officers and employees or Property Owner, its officers and employees, may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

FOR CITY:

11/21/2025

Date


Michael C. Van Milligen
City Manager

PROPERTY OWNER:

10/15/25

Date


Name (please print)


Company

744 MAIN STREET
Address


Signature

**SNOW REMOVAL AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND**

**Miller Companies
Property Owner**

(Winter 2025-2026)

☒ **YES**

I request that the City of Dubuque, Park Division, remove snow from the walkway next to my property on **730 Main Street** as outlined on the attached Downtown Maintenance Plan. The annual fee for this service will be \$155.42 (to be billed in April 2026).

☐ **NO**

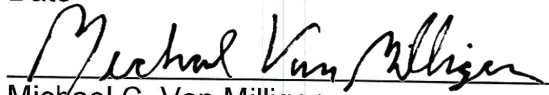
I do not request City snow removal services.

INDEMNIFICATION. To the fullest extent permitted by law, Property Owner shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this Agreement, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of City, its officers and employees or Property Owner, its officers and employees, or anyone directly or indirectly employed by City, its officers and employees, or Property Owner, its officers and employees, or anyone for whose acts City, its officers and employees or Property Owner, its officers and employees, may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

FOR CITY:

11/21/2025

Date


Michael C. Van Milligen
City Manager

PROPERTY OWNER:

10/21/25
Date

Chris Miller
Name (please print)

Miller Companies
Company

730 Main St.
Address


Signature

**SNOW REMOVAL AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND**

**Northeast Iowa Community College
Property Owner**

(Winter 2025-2026)

☒ **YES**

I request that the City of Dubuque, Park Division, remove snow from the walkway next to my property on Main Street as outlined on the attached Downtown Maintenance Plan. The annual fee for this service will be \$1,428.97 (to be billed in April 2026).

☐ **NO**

I do not request City snow removal services.

INDEMNIFICATION. To the fullest extent permitted by law, Property Owner shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this Agreement, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of City, its officers and employees or Property Owner, its officers and employees, or anyone directly or indirectly employed by City, its officers and employees, or Property Owner, its officers and employees, or anyone for whose acts City, its officers and employees or Property Owner, its officers and employees, may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

FOR CITY:

11/21/2025

Date

Michael Van Milligen

Michael C. Van Milligen
City Manager

PROPERTY OWNER:

10/22/2025

Date

Jeffrey S. Murphy

Name (please print)

Northeast Iowa Community College
Company

680 and 700 Main St., Dubuque, IA
Address

Jeffrey S. Murphy
Signature

Mailing Address:

1625 Hwy 150 South
PO Box 400
Calmar, Iowa 52132

**SNOW REMOVAL AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND**

**Premier Bank
Property Owner**

(Winter 2025-2026)

☒ **YES**

I request that the City of Dubuque, Park Division, remove snow from the walkway next to my property on 8th Street as outlined on the attached Downtown Maintenance Plan. The annual fee for this service will be \$188.56 (to be billed in April 2026).

☐ **NO**

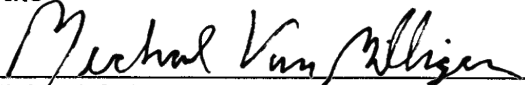
I do not request City snow removal services.

INDEMNIFICATION. To the fullest extent permitted by law, Property Owner shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this Agreement, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of City, its officers and employees or Property Owner, its officers and employees, or anyone directly or indirectly employed by City, its officers and employees, or Property Owner, its officers and employees, or anyone for whose acts City, its officers and employees or Property Owner, its officers and employees, may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

FOR CITY:

11/21/2025

Date

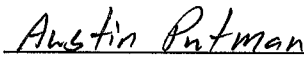


Michael C. Van Milligen
City Manager

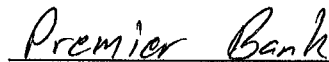
PROPERTY OWNER:

10-14-2025

Date



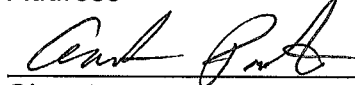
Name (please print)



Company

140 W. 8th St.

Address



Signature

Signature
**SNOW REMOVAL AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND**

**United Way of Dubuque
Property Owner**

(Winter 2025-2026)

☒ **YES**

I request that the City of Dubuque, Park Division, remove snow from the walkway next to my property at **215 W. 6th Street** as outlined on the attached Downtown Maintenance Plan. The annual fee for this service will be \$801.80 (to be billed in April 2026).

☐ **NO**

I do not request City snow removal services.

INDEMNIFICATION. To the fullest extent permitted by law, Property Owner shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of this Agreement, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of City, its officers and employees or Property Owner, its officers and employees, or anyone directly or indirectly employed by City, its officers and employees, or Property Owner, its officers and employees, or anyone for whose acts City, its officers and employees or Property Owner, its officers and employees, may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

FOR CITY:

Date

10/14/2025
Michael C. Van Milligen
Michael C. Van Milligen
City Manager

PROPERTY OWNER:

Date

10/14/2025
Danielle Leibfried
Name (please print)

Company

United Way of Dubuque
Area Tri-States
215 W 6th St, Dubuque IA 52001
Address

Signature

[Signature]

City of Dubuque
Engineering Department
50 W 13th Street
(address)
Dubuque, IA 52001
Phone # 563-589-4270

**CITY OF DUBUQUE, IOWA
SHORT FORM
PUBLIC IMPROVEMENT CONTRACT
PROJECTS ESTIMATED AT LESS THAN \$100,000.00**

Check Appropriate Box

- ☒ Estimate under \$25,000.00
☐ Estimate between \$25,000.00 and \$99,999.99

THIS PUBLIC IMPROVEMENT CONTRACT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

Ehrlich Concrete & Excavating (Contractor) at

(Contractor Name)

10605 RT3 Dubuque, IA 52001

(Contractor's Address - City and State)

PROJECT TITLE: June Drive Storm Sewer and Intake Improvements

(Project)

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

CONTRACTOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

Install two new single grate intakes and associated storm sewer to control drainage and erosion issues. This includes an estimated 70 feet of new curb, and 73.6 SY of new asphalt for street improvements.

The work described above shall be completed at the following location(s).

Near 998 June Dr. Dubuque

The Project shall be constructed to the meet the requirements as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Bid or procurement documentation;**
- This Contract;
- All ordinances and resolutions heretofore adopted by the City Council having to do with the Project;
- **The Contractor's Bid or procurement documentation;**
- **Consent Decree Certification Form, if applicable (Exhibit A);**
- **Bond Form, if applicable (Exhibit B);**
- **Plans and Specifications;**
- SUDAS Standard Specifications (Current Edition) including but not limited to Division 1: General Provisions and Covenants and the City of Dubuque Supplemental Specifications – Division 1 (Current Edition);
- General Requirements as adopted by the City Council for the Project;
- **Insurance Schedule F (Exhibit C);** and
- Other N/A.

Is the project over \$25,000.00?

☐ Yes ☒ No

If yes, Bond Form is required, see Exhibit B.

3. All materials used by the Contractor in the Project shall be the best of their several kinds and shall be put in place to the satisfaction of the City Manager.
4. The Contractor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Contractor.
5. Three (3%) of the Contract price may be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Manager to pay any claim that may be filed within said time for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that time, as provided in Iowa Code Chapter 573. The City shall also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work, and such sums shall be held by the City until such claims have been settled, adjudicated or otherwise disposed of.
6. The Contractor has read and understands the Contract and the project description described in Section 1 and the Contract Documents outlined in Section 2 and agrees not to plead misunderstanding or deception.
7. The Contractor shall guarantee for a period of two years and make good any other defect in any part of the Project due to improper construction or material performance notwithstanding the fact that said Project may have been accepted and fully paid for by the City. The guarantee shall commence on the date that the City pays full compensation for the complete performance of this contract.
8. The Contractor shall fully complete the Project under this Contract on or before
December 3, 2025
(DATE)
9. Indemnification from Third Party Claims; Liability for City Damage.

- A. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
 - B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
- 10. Prior to the commencement of any work on the Project and at all times during the performance of this Contract, the Contractor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule F attached to this Contract as Exhibit C.
 - 11. Contractor will comply with all federal, state, and local laws and regulations in the performance of this Contract.
 - 12. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Contractor.
 - 13. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County
 - 14. The City is exempt from federal excise tax and Iowa sales tax.
 - 15. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the Contractor will indemnify and save harmless the City from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of any patent, copyright, or application.
 - 16. The Contractor agrees not to release any advertising copy mentioning the City or quoting the opinion of any City employee without prior written authorization from the City of Dubuque.
 - 17. Current Safety Data Sheets (SDS), when applicable to the order, will be provided by the Contractor in accordance with all regulations.

19. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the Contractor's proposal, and are not subject to change by reason of any written or verbal statements by the Contractor or by and terms stated in the Contractor's acknowledgment unless same be accepted in writing by the City.
18. The City of Dubuque, State of Iowa and Department of Justice have entered into a Consent Decree requiring the City to complete certain capital improvements pursuant to an established schedule and to comply with certain capital improvements pursuant to an established schedule and to comply with certain reporting and recordkeeping requirements. One of the terms of the Consent Order is for the City to advise contractors whose duties might reasonably include compliance with any provision of the Consent Decree with a copy of the Consent Decree. The City expects its contractors to comply with the Consent Decree and to assist the City in complying with the Consent Decree. As a requirement of this Contract, the Contractor shall execute and return to City Exhibit the Certification Form attached this this Contract as Exhibit A.

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

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

THE CITY AGREES:

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT: \$ 19,840.00

CITY OF DUBUQUE, IOWA

CONTRACTOR:

By: Michael Van Milligen 11/24/2025
Michael C. Van Milligen
City Manager Date

Ehrlich Concrete & Excavating
Company Name
By: [Signature] 11/21/25
Signature Date
Rick Ehrlich
Printed Name
President
Title

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 1.

ITEM TITLE:	Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Staver-Muench, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement
SUMMARY:	City Manager recommending City Council adopt the attached Resolution setting a public hearing for December 15, 2025, on a proposed Development Agreement by and between the City of Dubuque, Iowa and Staver-Muench, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations. RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On A Development Agreement By And Between The City Of Dubuque, Iowa And Staver-Muench, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, And Providing For The Publication Of Notice Thereof
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for December 15, 2025
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Development Agreement 4. Notice of Hearing 5. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Staver-Muench, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: November 26, 2025

Economic Development Director Jill Connors is recommending City Council adopt the attached Resolution setting a public hearing for December 15, 2025, on a proposed Development Agreement by and between the City of Dubuque, Iowa and Staver-Muench, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

Staver-Muench, LLC submitted an application for a housing creation project at 2275 Central Avenue. The property has been vacant and underutilized for many years. The applicant is proposing a \$200,000 project that will create three new residential rental units, while also stabilizing and updating the building façade.

The key elements of the Development Agreement include the following:

1. Developer will make a capital investment of approximately \$200,000 to rehabilitate the property.
2. Developer must create 3 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 \$30,000 (\$10,000 x 3 units)
5. City of Dubuque will amend the Greater Downtown Urban Renewal District Plan to accommodate the issuance of tax increment financing incentives.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors. Economic Development Director



Economic Development
Department
50 West 13th Street
Dubuque, Iowa 52001-4864
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Staver-Muench, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: November 25, 2025

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached Resolution setting a public hearing for December 15, 2025 on a proposed Development Agreement by and between the City of Dubuque, Iowa and Staver-Muench, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

BACKGROUND

Staver-Muench, LLC, operated by local business owner and developer Chris Staver, has acquired the property located at 2275 Central Avenue with the intent of redeveloping the property. Staver is the owner and operator of the Copper Kettle restaurant and has successfully redeveloped several rental properties within the City of Dubuque.

DISCUSSION

Staver-Muench, LLC submitted an application for a housing creation project at 2275 Central Avenue. The property has been vacant and underutilized for many years. The applicant is proposing a \$200,000 project that will create three new residential rental units, while also stabilizing and updating the building façade.

The key elements of the Development Agreement include the following:

1. Developer will make a capital investment of approximately \$200,000 to rehabilitate the property.
2. Developer must create 3 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 \$30,000 (\$10,000 x 3 units)
5. 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, as allowable by the Department of Housing and Urban Development.

RECOMMENDATION/ ACTION STEP

I recommend the City Council adopt the attached Resolution setting a December 15, 2025 public hearing on the Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
STAVEM-MUENCH, 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 Staver-Muench, LLC (Developer).

WHEREAS, Developer is the owner of the real estate locally known as 2275 Central Avenue, Dubuque, Iowa and legally described as follows (the Property):

The Southerly ½ of Lot 10 in "Tivoli Addition", City of Dubuque, Iowa, according to the recorded plat thereof, fronting 25 feet on Central Avenue and running back that width with the Southerly line of said Lot 10 to the alley in rear 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 17th day of December, 2025, or other such date as the parties shall agree in writing but in no event shall the Closing date be later than the 23rd day of December 2025. Consummation of the closing shall be deemed an agreement of the parties to this Agreement that the conditions of closing shall have been satisfied or waived.

1.4 Conditions to Closing. The closing of the transaction contemplated by this Agreement and all the obligations of Developer under this Agreement are subject to fulfillment, on or before the Closing Date, of the following conditions:

(1) The representations and warranties made by City in Section 1.1 shall be correct as of the Closing Date with the same force and effect as if such representations were made at such time. At the closing, City shall deliver a certificate to that effect in the form of Exhibit C.

(2) Developer shall have the right to terminate this Agreement at any time prior to the consummation of the closing on the Closing Date if Developer determines in its sole discretion that conditions necessary for the successful completion of the Project contemplated herein have not been satisfied in Developer's sole discretion. Upon the giving notice of termination by Developer to City, this Agreement shall be deemed null and void.

(3) Developer and City shall be in material compliance with all the terms and provisions of this Agreement.

(4) Developer shall have furnished City with evidence, prior to the Public Hearing, in a form satisfactory to City (such as a letter of commitment from a bank or other lending institution), that Developer has firm financial commitments in an amount sufficient, together with equity commitments, to complete the Minimum Improvements (as defined herein) in conformance with the Construction Plans (as defined herein), or City shall have received such other evidence of Developer's financial ability as City in its reasonable judgment City requires.

(5) Developer's counsel shall issue a legal opinion to City confirming the representations contained herein in the form attached hereto as Exhibit B.

(6) Developer shall deliver a signed acknowledgement committing to provide and maintain the insurance requirements as indicated in Section 5.6 of this Agreement in the form attached hereto as Exhibit G.

1.5 City's Obligations at Closing. At or prior to the Closing Date, City shall deliver to Developer such other documents as may be required by this Agreement, all in a form satisfactory to Developer.

SECTION 2. DEVELOPMENT ACTIVITIES

2.1 Required Minimum Improvements. Developer will make a capital investment of approximately Two Hundred Thousand Dollars (\$200,000.00) to improve the Building (the Minimum Improvements). The Minimum Improvements include creating three (3) 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 January 1, 2026, 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 H and shall be a conclusive determination of the satisfaction of Developer's obligations to make the Minimum Improvements under this Agreement and completion of the Minimum Improvements by Developer as required by this Agreement.

2.5 Security Cameras. Developer shall install security cameras on the exterior of all buildings on the Property and register said cameras with the "Secure Dubuque Personal Surveillance System" described at <https://cityofdubuque.org/2980/Secure-Dubuque>.

SECTION 3. CITY PARTICIPATION

3.1 Economic Development Grants to Developer. For and in consideration of Developer's obligations hereunder, and in furtherance of the goals and objectives of the urban renewal plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make thirty (30) consecutive semi-annual payments (such payments being referred to collectively as the Economic Development Grants) to Developer:

November 1, 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 Thirty Thousand Two Hundred Dollars (\$30,200) (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, 2042, 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 Staver 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 Staver-Muench 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 Staver-Muench 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 Thirty Thousand Dollars (\$30,000.00) (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.

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, as allowable by the Department of Housing and Urban Development, 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: Chris Staver
Staver-Muench, LLC
2987 Central Avenue
Dubuque, Iowa 52001

With copy to: Hammer Law Firm
Susan M. Hess
590 Iowa Street, Suite 2
Dubuque, IA 52001

If to City: City Manager
50 W. 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4110
Fax: (563) 589-4149

With copy to: City Attorney
City Hall
50 W. 13th Street
Dubuque IA 52001

or at such other address with respect to either party as that party may, from time to time designate in writing and forward to the other as provided in this Section.

7.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of City and Developer and their respective successors and assigns.

7.3 Force Majeure. A party shall be excused from its obligations under this Agreement if and to the extent and during such time as the party is prevented, impeded, or hindered, unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control and after the party has taken reasonable steps to avoid or mitigate such event or its consequences (each a "Force Majeure Event") including, without limitation in any way, as the result of any acts of God, war, fire, or other casualty, riot, civil unrest, extreme weather conditions, terrorism, strikes and/or labor disputes, pandemic, epidemic, quarantines, government stay-at-home orders, municipal and other government orders, failure of Internet, or other matter beyond the control of such party. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party identifying the Force Majeure Event, explaining how it impacts performance and the estimated duration, identifying the relief requested, agreeing to limit damages to the other party and to immediately resume performance upon termination of the Force Majeure Event, and agreeing to supplement the notice as more information becomes available, and thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible. No obligation to make a payment required by this Agreement is excused by a Force Majeure Event. The nonperforming party shall not be entitled to any damages or additional payments of any kind for any such delay.

7.4 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on December 31, 2044 (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 I, 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.

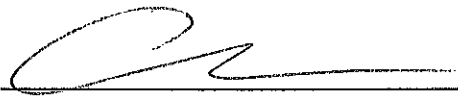
Developer further represents and warrants that Developer has obtained all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Agreement, including any permits and licenses that might be required by the state or locality in which Developer performs 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

STAVER-MUENCH, LLC

By _____
Brad M. Cavanagh, Mayor

By _____
Chris Staver, Member

Attest:

Adrienne N. Breitfelder, City Clerk

LIST OF EXHIBITS

EXHIBIT A	City Attorney's Certificate
EXHIBIT B	Opinion of Developer's Counsel
EXHIBIT C	City Certificate
EXHIBIT D	Memorandum of Development Agreement
EXHIBIT E	Urban Renewal Plan
EXHIBIT F	Downtown Housing Incentive Program
EXHIBIT G	Insurance Acknowledgment
EXHIBIT H	Certificate of Completion
EXHIBIT I	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 Staver-Muench, 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 Staver-Muench, 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.

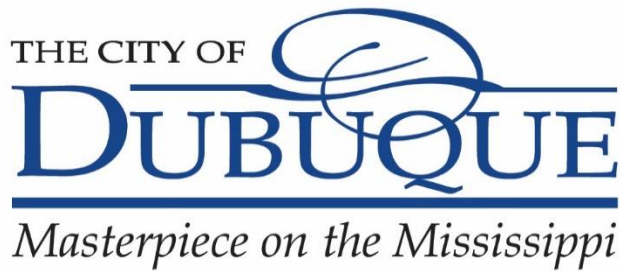
This opinion is rendered for the sole benefit of the City of Dubuque and no other party may rely on this opinion.

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 Staver-Muench, 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 Staver-Muench, LLC was made regarding the following described premises:

The Southerly ½ of Lot 10 in “Tivoli Addition”, City of Dubuque, Iowa, according to the recorded plat thereof, fronting 25 feet on Central Avenue and running back that width with the Southerly line of said Lot 10 to the alley in rear thereof.

The Development Agreement is dated for reference purposes the ____ day of _____, 20__, and contains covenants, conditions, and restrictions concerning the sale and use of said premises.

This Memorandum of Development Agreement is recorded for the purpose of constructive notice. In the event of any conflict between the provisions of this Memorandum and the Development Agreement itself, executed by the parties, the terms and provisions of the Development Agreement shall prevail. A complete counterpart of the Development Agreement, together with any amendments thereto, is in the possession of the City of Dubuque and may be examined at its offices as above provided.

Dated this ____ day of _____, 20__.

CITY OF DUBUQUE, IOWA

By _____
Barry A. Lindahl, Senior Counsel

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Barry A. Lindahl, Esq., to me personally known, who being by me duly sworn did say that he is the Senior Counsel of the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa, and said Senior Counsel acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public, State of Iowa

EXHIBIT E

URBAN RENEWAL PLAN

(on file in City Clerk's office, 50 W. 13th Street, Dubuque, IA 52001)

EXHIBIT F

DOWNTOWN HOUSING INCENTIVE PROGRAM

DOWNTOWN HOUSING INCENTIVE PROGRAM

Projects eligible to receive assistance from this established pool of funds must meet the following requirements:

- The project must assist in the creation of new market-rate downtown rental and/or owner-occupied residential units within the Greater Downtown Urban Renewal District (see attached map) and have timely commencement & completion dates identified.
- The project must be the rehabilitation of an existing structure.
- Within the Washington Neighborhood, rental units must be located above a commercial component on the first floor of the building unless the project is rehabilitating or reusing a former church or school building.
- Exterior alterations are subject to design review and approval. The *Historic District Guidelines* shall apply to projects located in Historic Preservation District. The *Downtown Design Guidelines* shall apply to all other project locations. Projects which conform to the applicable guidelines may be reviewed and approved by the City Planner. Projects that do not strictly conform to the applicable guidelines will be forwarded to the Historic Preservation Commission (HPC) for consideration. New construction or substantial rehabilitation projects may also be considered by the HPC. The process for review is at the discretion of the City Planner. Guidelines can be viewed and downloaded at <http://cityofdubuque.org/1295/Design-Guidelines>.
- Any signs on the property that do not comply with City zoning regulations and design guidelines must be included in the design review and improved to comply with applicable City Codes. Submittal must include the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed.
- A detailed rendering/drawing of the proposed project must be included. The plans should include dimensions and architectural details and label materials. Plans prepared by a design professional (e.g. architect or draftsman) are strongly recommended. Applications without detailed drawings will not be considered complete and will not be accepted by the City.
- Deviation from an approved project plan may disqualify the project from the program.
- City funded projects may be required to meet sound proofing, lighting, security, or other standards – as determined by the City of Dubuque following an internal neighborhood impact study – particularly when units are located in mixed-use neighborhoods.

- Preference will be given to projects that also utilize Federal and/or State Historic Tax Credits.
- No more than \$10,000 in assistance will be considered per residential unit.
- In general, no more than \$750,000 will be provided to a single project.
- No developer fee will be permitted until all city assistance is paid or satisfied in full.
- The City will disburse committed funds after the project is complete and a Certificate of Occupancy has been provided for the housing units.
- A minimum of 2 new housing units must be created in the project.
- Owner of property must certify that all property in the City of Dubuque, for which the owner has any interest, complies with all applicable City of Dubuque ordinances and regulations, including, but not limited to, housing, building, zoning, fire, health, and vacant and abandoned building regulations.
- Applications will be reviewed monthly by the Review Committee, consisting of at least one representative from the City's Economic Development, Planning, and Building Services Departments. The Review Committee will score each application and will fund projects that meet the program criteria and are ready to commence within three months.

EXHIBIT G

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 builder's risk must be provided prior to closing.

By: Chris Staver, Member

EXHIBIT H

CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa, a municipal corporation (the “Grantor”), has granted incentives to Staver-Muench, LLC (the “Grantee”), in accordance with a Development Agreement dated as of [Date] (the “Agreement”), by and among the Grantor, and the Grantee (collectively, the “Agreement”), certain real property located within the Greater Downtown Urban Renewal District of the Grantor and as more particularly described as follows:

The Southerly ½ of Lot 10 in “Tivoli Addition”, City of Dubuque, Iowa, according to the recorded plat thereof, fronting 25 feet on Central Avenue and running back that width with the Southerly line of said Lot 10 to the alley in rear 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 I
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 1557 of 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.).

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the City Council of the City of Dubuque Iowa will conduct a public hearing on the 15th day of December, 2025, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to take action to approve a Development Agreement between the City of Dubuque, Iowa and Staver-Muench, LLC, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W 13th Street, Dubuque, Iowa, providing for the issuance of economic development grants (Urban Renewal Tax Increment Revenue Grant Obligations) described therein in order to carry out the purposes and objectives of the Urban Renewal Plan for the Greater Downtown Urban Renewal Area Economic Development District, including the funding of economic development grants for Staver-Muench, LLC, under the terms and conditions of the Urban Renewal Plan for the Greater Downtown Urban Renewal Area Economic Development District. The aggregate amount of the Urban Renewal Tax Increment Revenue Grant Obligations cannot be determined at the present time but is not expected to exceed \$50,000.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official City Council agenda will be posted the Friday before the meeting and will contain public input options. The agenda can be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments on the public hearing may be submitted to the City Clerk's Office by email at ctyclerk@cityofdubuque.org or by mail to City Hall, 50 W. 13th St., Dubuque, IA 52001, before the scheduled hearing. The City Council will review all written comments at the time of the hearing.

Documents related to the public hearing are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals requiring special assistance should contact the City Clerk's Office as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 1st day of December, 2025.

Adrienne N. Breitfelder, CMC, City Clerk

RESOLUTION NO. ____-25

FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND STAVER-MUENCH, LLC, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEROF

Whereas, Staver-Muench, LLC is the owner of the property legally described as follows:

The Southerly ½ of Lot 10 in “Tivoli Addition”, City of Dubuque, Iowa, according to the recorded plat thereof, fronting 25 feet on Central Avenue and running back that width with the Southerly line of said Lot 10 to the alley in rear thereof.

locally known as 2275 Central Avenue (the Property); and

Whereas, the City of Dubuque and Staver-Muench, LLC have tentatively entered into a Development Agreement, subject to the approval of the City Council, including the issuance of Urban Renewal Tax Increment Revenue Obligations, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W 13th Street, Dubuque, Iowa for the development of the Property; and

Whereas, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement with Staver-Muench, LLC; and

Whereas, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue Obligations, as provided by Iowa Code Chapter 403, pursuant to the Development Agreement; and

Whereas, before said Obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to approve the Development Agreement by and between City of Dubuque and Staver-Muench, LLC, including the issuance of Urban Renewal Tax Increment Revenue Obligations, to be held on the 15th day of December, 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 Development Agreement and the issuance of Urban Renewal Tax Increment Revenue Obligations relating thereto with Staver-Muench, LLC, the proceeds of which Obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to Staver-Muench, LLC pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue Obligations to be issued will be approximately \$50,000.

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 1st day of December, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**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.

Arts and Cultural Affairs Advisory Commission

One, 3-Year term through June 30, 2027 (Vacant At Large member who lives or works outside the cultural and entertainment district term of Loney-Bichell)

Applicants:

Ryan Arians, 1201 Madera St.

Rodrigo Marin, 2240 Central Ave.

Erin Martin, 2860 Danlin Ct.

Sarah Ndagire, 1536 Kehl Ct.

Resilient Community Advisory Commission

One, 3-Year term through July 1, 2028 (Vacant term of Evens)

Applicant:

Lucas Delaney, 1284 University Ave.

Zoning Board of Adjustment

One 5-Year term through March 25, 2026 (Vacant term of McCoy)

Applicant:

Ben Loeffelholz, 3180 Keokuk Crt.

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

1. Overview Sheet
2. Arts and Culural Affairs Advisory Commissions Applicants
3. Resilient Community Advisory Commission Applicant
4. Zoning Board of Adjustment Application
5. Details and Openings
6. Public Input - Arts and Cultural Affairs_Uploaded 12.1.25

**APPLICATIONS FOR THE CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For the Council Meeting on,
Monday, December 1, 2025
6:30 p.m., Historic Federal Building, 350 W. 6th Street**

APPLICANTS ARE INVITED TO ADDRESS THE COUNCIL REGARDING THEIR APPLICATION FOR APPOINTMENT
--

Arts and Cultural Affairs Advisory Commission

One, 3-Year term through June 30, 2027 (Vacant At Large member who lives or works outside the cultural and entertainment district term of Loney-Bichell)

Applicants:

Ryan Arians, 1201 Madera St.

Rodrigo Marin, 2240 Central Ave.

Erin Martin, 2860 Danlin Ct.

Sarah Ndagire, 1536 Kehl Ct.

Resilient Community Advisory Commission

One, 3-Year term through July 1, 2028 (Vacant term of Evens)

Applicant:

Lucas Delaney, 1284 University Ave.

Zoning Board of Adjustment

One 5-Year term through March 25, 2026 (Vacant term of McCoy)

Applicant:

Ben Loeffelholz, 3180 Keokuk Crt.

CHAPTER 8

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION

SECTION:

2-8-1: Commission Created

2-8-2: Purpose

2-8-3: Internal Organization And Rules

2-8-4: Procedures For Operation

2-8-5: Membership

2-8-6: Oath

2-8-7: Terms

2-8-8: Vacancies

2-8-9: Officers/Organization

2-8-10: Meetings

2-8-11: Compensation

2-8-12: Removal

2-8-13: Powers

2-8-14: Cooperation With Other Agencies

2-8-15: Solicitation And Acceptance Of Donations

2-8-1: COMMISSION CREATED:

There is hereby created the arts and cultural affairs advisory commission. (Ord. 59-14, 10-6-2014)

2-8-2: PURPOSE:

The purpose of the commission is to build the community through arts and cultural programs by developing visibility, funding, audiences, information, and partnerships. The commission plans, promotes, and encourages programs to further public awareness of, accessibility to, participation in, and support for the artistic and cultural development of the city and makes recommendations to the city council regarding the establishment of arts and cultural policies and programs, the expenditure of budgeted funds on arts and cultural activities, and the implementation of programs. (Ord. 59-14, 10-6-2014)

2-8-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 59-14, 10-6-2014)

2-8-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 59-14, 10-6-2014)

2-8-5: MEMBERSHIP:

- A. The commission comprises seven (7) residents of the city, appointed by the city council.
- B. Special qualifications:
 1. Four (4) members must have significant knowledge and demonstrate interest in one or more areas of the arts including music, dance, literature, visual arts, theater, folk arts, media arts, design, or arts education.
 2. Two (2) members must be from the business and professional community, one of whom lives or works in the cultural and entertainment district.
 3. One member must be at large who lives or works outside the cultural and entertainment district. (Ord. 59-14, 10-6-2014)

2-8-6: OATH:

Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 59-14, 10-6-2014; amd. Ord. 23-24, 6-17-2024)

2-8-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. (Ord. 59-14, 10-6-2014; amd. Ord. 5-23, 2-10-2023; Ord. 23-24, 6-17-2024)

2-8-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 59-14, 10-6-2014)

2-8-9: OFFICERS/ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 59-14, 10-6-2014)

2-8-10: MEETINGS:

- A. Regular Meetings: The commission must meet monthly.
- B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.
- C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.
- D. Attendance:

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

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

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

F. Quorum: Four (4) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 59-14, 10-6-2014; amd. Ord. 55-19, 12-16-2019; Ord. 23-24, 6-17-2024)

2-8-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 59-14, 10-6-2014)

2-8-12: REMOVAL:

Except as provided in subsection 2-8-10D1 of this chapter, the city council may remove any commissioner for good cause. (Ord. 31-15, 5-18-2015)

2-8-13: POWERS:

The commission has the following powers, duties, and responsibilities:

- A. To promote, educate, and create awareness for arts and cultural activities;
- B. To develop and increase the market for arts and cultural activities;
- C. To facilitate and convene partnerships for arts and cultural activities;
- D. To develop funding options and allocate budgeted funding for arts and cultural activities;
- E. To act in an advisory capacity to the city council in all matters pertaining to the arts and cultural environment;
- F. To make recommendations to the city council on the allocation of budgeted city funding for arts programs and services;
- G. To recommend applications and solicitations for grants, gifts, and donations from individuals, groups, organizations, and agencies, both private and public, for any purpose consistent with the purposes of the commission;
- H. To make recommendations regarding city sponsorship of public programs to further the development of public awareness of and accessibility to arts and culture programs and activities;
- I. To work with area organizations on broad community issues in which a cultural perspective is relevant and desirable; and
- J. To engage in comprehensive planning for the cultural development of the city. (Ord. 59-14, 10-6-2014)

2-8-14: COOPERATION WITH OTHER AGENCIES:

The commission cooperates with other arts and culture groups interested in the promotion and implementation of arts and cultural activities which are in the best interest of the city. (Ord. 59-14, 10-6-2014)

2-8-15: SOLICITATION AND ACCEPTANCE OF DONATIONS:

The commission may solicit and otherwise accept donations and gifts of money, personal and real property, and personal services on behalf of the city. All such donations and gifts received become the property of the city for the general use or support of arts and cultural programs as determined by the city council unless such items have been designated by the donor for specific purposes. (Ord. 59-14, 10-6-2014)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Jill Connors](#); [Bonnie Spurling](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 7/1/2025 6:10:24 PM

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Board/Commission Application Form

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General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Arts and Cultural Affairs Advisory Commission

Please identify which opening on the Arts and Cultural Affairs Commission your qualifications represent : At-Large living or working outside the Cultural and Entertainment District

Name:	Ryan Arians
Pronunciation:	Ryan Erins
Street Address:	1201 Madera Street
You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52001
Preferred Phone Number:	8154993993
Email Address(es):	ryanarians@gmail.com
How did you hear about City of Dubuque Boards and Commission?	City Life or another City of Dubuque Program
If other, please specify:	<i>Field not completed.</i>
Have you participated in the City of Dubuque City Life Program Life program?	Yes
If so, when?	2022
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	<i>Field not completed.</i>
Have you served on a Board, Commission, or Committee before?	No
If yes, which?	<i>Field not completed.</i>

Why are you interested in applying for this Board or Commission?	I'm excited about contributing to the cultural vibrancy of Dubuque and believe in the power of the arts to enrich lives and bring people together. By joining this commission, I hope to not only support existing arts initiatives, but also explore new opportunities to expand and enhance them. I want to be actively involved in shaping a creative, inclusive community that celebrates local talent and fosters artistic growth.
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	I've been involved in music since grade school, and that passion has stayed with me throughout my life. In addition to performing with the Dubuque Community String Orchestra, I regularly attend local arts events, live music performances, and concerts by the Dubuque Symphony. These experiences have deepened my appreciation for the arts in our community, and I'm eager to contribute my perspective and enthusiasm by serving on this commission.
Share your experience working in diverse environments:	In my career, I've worked alongside individuals from a wide range of backgrounds. Working with people of diverse backgrounds has deepened my ability to understand different perspectives and approach challenges with openness and empathy.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Joe Hill, 563-580-0210, Manager Tracey Rush, 563-581-8393, Dubuque Community String Orchestra Director
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):	Ryan Arians
Date:	07/01/2025

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From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Jill Connors](#); [Bonnie Spurling](#);
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- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Arts and Cultural Affairs Advisory Commission

Please identify which opening on the Arts and Cultural Affairs Commission your qualifications represent :	At-Large living or working outside the Cultural and Entertainment District, Business Professional living or working inside of the Cultural and Entertainment District
---	---

Name:	Rodrigo Marin
Pronunciation:	Roh-DREE-go
Street Address:	2240 central Ave
You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52001
Preferred Phone Number:	5633079087
Email Address(es):	marinrodrigo611@gmail.com
How did you hear about City of Dubuque Boards and Commission?	City Life or another City of Dubuque Program, Through a Friend
If other, please specify:	<i>Field not completed.</i>
Have you participated in the City of Dubuque City Life Program Life program?	Yes
If so, when?	currently in it. 2025
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	<i>Field not completed.</i>
Have you served on a Board, Commission, or Committee before?	No
If yes, which?	<i>Field not completed.</i>

Why are you interested in applying for this Board or Commission?	I currently work in a vital Customer Service role at a local Credit Union. The feeling of being able to give back to the members in a positive way is something I align with. I believe in the mission that is posted on the city website for the commission. I also downloaded the Strategic Plan to get an understanding of the objectives the commission is working towards. I agree with the work that is being done and would love to contribute to the plans. I have been committed to helping in local organizations as well. I want to be a voice for our local artists and art enthusiasts who may not be informed or be involved. I even tend to create my own work as a hobby.
--	---

Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	I am a consistent volunteer at the Dubuque Museum of Art and also contribute to a smaller group, Dubuque Art Collectives. With that being said, I have witnessed first hand, the misconceptions of what really goes into creating events and making them accessible to the public. Not to mention I earned a Bachelor's of Fine Arts from UW - Platteville and years of design experience. I have practical office experience. Great communication and presentation skills. I know how to use various different software, like Microsoft and Adobe.
---	---

Share your experience working in diverse environments:	Currently, my role is being a bilingual member service representative. I work with members from all walks of life. I help translate in Spanish to members that need assistance.
--	---

List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Caitlin Donald - volunteer coordinator at the Dubuque Museum of Art. Email Cdonald@dbqart.com Ivonne Simmonds - Director of Learning and Engagement for the Dubuque Museum of Art Email Isimmonds@dbqart.com Gregory T Nelson - Professor of Art UW-Platteville Email Nelsogr@dbqart.com David Schick - My Current Manager, Dupaco. Email Dschick@dupaco.com
--	--

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here)	Rodrigo Marin
---------------------------------	---------------

as electronic
verification):

Date: 5/21/2025

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To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Jill Connors](#); [Bonnie Spurling](#);
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- Minimum age of 18
- Can not be employed by the City of Dubuque

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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Arts and Cultural Affairs Advisory Commission

Please identify which opening on the Arts and Cultural Affairs Commission your qualifications represent : At-Large living or working outside the Cultural and Entertainment District

Name:	Erin Martin
Pronunciation:	<i>Field not completed.</i>
Street Address:	2860 Danlin Ct
You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52002
Preferred Phone Number:	5635819342
Email Address(es):	ekm609@gmail.com
How did you hear about City of Dubuque Boards and Commission?	Through a Friend
If other, please specify:	<i>Field not completed.</i>
Have you participated in the City of Dubuque City Life Program Life program?	No
If so, when?	<i>Field not completed.</i>
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	<i>Field not completed.</i>
Have you served on a Board, Commission, or Committee before?	No
If yes, which?	<i>Field not completed.</i>

Why are you interested in applying for this Board or Commission?	As a Dubuquer who recently re-located back home after 15 years in Chicago (Old Town, Wicker Park), I'd love to be part of the Arts and Cultural Affairs Advisory Commission because its mission aligns with the work I already do as the Director of Education at the National Mississippi River Museum & Aquarium. My current role aligns with creating programs that build visibility, foster lifelong engagement, and make learning experiences meaningful for all ages. I'm passionate about helping the city strengthen its cultural ecosystem, broaden public participation, and support initiatives that preserve our shared heritage for locals & tourists. Being on the commission feels like a natural extension of my commitment to connecting people, stories, and creative expression across Dubuque, the Mississippi River & Driftless Area, traditional & non-traditional Learning Institutions, and more.
--	---

Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	I'd be happy to provide a resume upon request! My first 'real' job around 14 years old was for Sue Riedel at the Bell Tower Theater assisting with Kids Take the Stage acting classes. I worked for the Bell Tower and participated in Dubuque community arts in my youth before moving to Chicago for undergrad. I have a B.A. in theater, stage directing & press/critic credentials, taught acting classes, coached & judged speech team, moderated debate & argumentation, volunteered for Bluff Strokes, support DMOA by attending events, and much more. I was a classroom teacher, theater teacher & director, and instructional coach for Wheaton, IL for 13 years. Now, I'm the Director of Education for the Dubuque County Historical Society which includes the Mathias Ham Historic Site and National Mississippi River Museum & Aquarium.
---	--

List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Paula Neuhaus Current Role: Director of Grants at Dubuque County Historical Society Contact Info: 563.557.9545 ext. 234 or pneuhaus@rivermuseum.org Relationship: Current co-worker Heather Coenen Current Role(s): Alta Vista English Teacher & Theater Director at Hempstead High School Contact Info: cell phone: 563-580-6040 Relationship: Former director and current collaborator for Educational Opportunities at MHHS/NMRMA
--	--

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)	EKM
---------------------------------	-----

as electronic
verification):

Date: 11/15/2025

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From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Jill Connors](#); [Bonnie Spurling](#);
Subject: Online Form Submittal: Board/Commission Application Form
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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Arts and Cultural Affairs Advisory Commission

Please identify which opening on the Arts and Cultural Affairs Commission your qualifications represent : Arts Rep

Name:	Sarah K Ndagire
Pronunciation:	<i>Field not completed.</i>
Street Address:	1536 Kehl Ct
You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	
Zip Code:	52003
Preferred Phone Number:	4692743851
Email Address(es):	ndagires2001@yahoo.com
How did you hear about City of Dubuque Boards and Commission?	City of Dubuque Website
If other, please specify:	<i>Field not completed.</i>
Have you participated in the City of Dubuque City Life Program Life program?	No
If so, when?	<i>Field not completed.</i>
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	<i>Field not completed.</i>
Have you served on a Board, Commission, or Committee before?	No
If yes, which?	<i>Field not completed.</i>

Why are you interested in applying for this Board or Commission?	I am passionate about using arts and culture as tools for community engagement, education, and cultural preservation. Dubuque's growing diversity presents an opportunity to celebrate and integrate cultural expressions that reflect our community's evolving identity. As an experienced Art practitioner and founder of a new venture in Dubuque, AfriWell Hub, an organization dedicated to promoting African arts and culture through workshops, performances, and educational programs, I have seen firsthand how cultural programming can strengthen communities and foster understanding. By joining the Arts & Cultural Affairs Advisory Commission, I want to contribute my experience in cultural advocacy and arts programming to support the Commission's mission to make arts and culture accessible, inclusive, and impactful for all Dubuque residents. I believe my background in creating inclusive and culturally engaging programs aligns with the Commission's goals of increasing access to and appreciation for diverse cultural experiences.
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	I have over a decade of experience as a performing artist and cultural educator. Professionally, I have organized and facilitated numerous workshops, storytelling sessions, and cultural events that celebrate African arts and traditions, fostering cross-cultural understanding and engagement. As a founder of a new venture in Dubuque - AfriWell Hub, I am actively involved in designing programs that will integrate arts, education, and wellness to benefit diverse communities. My volunteer experience includes working with youth organizations to deliver arts-based programming, collaborating with educational institutions to integrate cultural education into their curricula, and mentoring emerging artists. These efforts have honed my skills in event planning, community outreach, and building partnerships. Additionally, my educational background includes training in public relations and health and social care, which has strengthened my ability to effectively communicate, manage resources, and address community needs. My experience living and working in the cultural and entertainment sector has provided me with a deep understanding of the challenges and opportunities faced by local artists, venues, and organizations. I am committed to using my skills and experiences to promote accessibility, inclusivity, and growth within the arts and cultural sector
Share your experience working in diverse environments:	Throughout my career, I have actively worked in diverse cultural and community settings. As a performing artist and cultural educator, I have led workshops and performances in schools, community centers, and international festivals across East Africa, Europe, and now in the United States.

I have extensive experience working in diverse environments that have enriched my ability to connect with people from various cultural, socioeconomic, and professional backgrounds. As a performing artist and cultural educator, I have facilitated workshops, storytelling sessions, and performances across multiple countries, collaborating with artists, educators, and community leaders from a wide range of cultural traditions. These experiences have strengthened my ability to adapt my approach to meet the needs and interests of diverse audiences.

As a volunteer, I have worked with youth organizations, underserved communities, and schools to promote arts and cultural awareness, ensuring inclusivity and accessibility for individuals of all ages and abilities. My professional work with therapeutic arts programs has allowed me to engage with individuals facing mental health challenges, trauma, and social isolation, further deepening my understanding of diverse perspectives and experiences. I am committed to fostering environments where people feel valued, respected, and empowered to contribute their unique perspectives, and I believe this commitment is essential to enhancing the impact of arts and culture in our community.

List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))

Colleague (Artist) - Nalangira Samuel - 269-277-2247
Coworker - Edward Matovu - 781-473-3714

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):

Sarah Ndagire

Date:

1/7/25

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CHAPTER 6

RESILIENT COMMUNITY ADVISORY COMMISSION

SECTION:

2-6-1: Commission Created

2-6-2: Purpose

2-6-3: Internal Organization And Rules

2-6-4: Procedures For Operation

2-6-5: Membership

2-6-6: Oath

2-6-7: Terms

2-6-8: Vacancies

2-6-9: Officers/Organization

2-6-10: Meetings

2-6-11: Compensation

2-6-12: Removal

2-6-13: Powers

2-6-1: COMMISSION CREATED:

There is hereby created the resilient community advisory commission. (Ord. 32-16, 7-5-2016)

2-6-2: PURPOSE:

The purpose of the commission is to advise on city policies and practices to assure resilient outcomes; facilitate the ability to adapt to factors influencing the social/cultural, economic and environmental well being of the community; prevent, prepare for, and recover from adverse vulnerabilities and change through coordination, data analysis, evaluation and citizen engagement; and to create a viable, livable and equitable community. (Ord. 32-16, 7-5-2016)

2-6-3: INTERNAL ORGANIZATION AND RULES:

The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 32-16, 7-5-2016)

2-6-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 32-16, 7-5-2016)

2-6-5: MEMBERSHIP:

- A. Composition: The commission comprises nine (9) residents of the city, appointed by the city council.
- B. Qualifications: Efforts should be taken to balance the composition of the commission as follows:
 1. Members must be able to think systemically and analyze data in order to meet the stated purpose of the commission.
 2. Members' interest and/or expertise must represent the three (3) pillars of the sustainable Dubuque model: economic prosperity, environmental integrity, and social/cultural vibrancy.
 3. Members should represent a wide range of sectors within the community, including business, neighborhoods, nonprofit, and educational institutions.
 4. Three (3) or more members should also hold positions on one of the following commissions: arts and cultural advisory commission, Catfish Creek Watershed management authority, community development advisory commission, historic preservation commission, housing commission, human rights commission, long range planning advisory commission, parks and recreation advisory commission, transit advisory commission, and/or zoning advisory commission.
 5. Members should represent the socioeconomic, geographic, and demographic diversity of the community, including youth representation. (Ord. 32-16, 7-5-2016)

2-6-6: OATH:

Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 32-16, 7-5-2016; amd. Ord. 38-24, 6-17-2024)

2-6-7: TERMS:

The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. The terms of the cross representatives appointed from the arts and cultural affairs advisory commission, Catfish Creek Watershed management authority, community development advisory commission, historic preservation commission, housing commission, human rights commission, long range planning advisory commission, park and recreation advisory commission, transit advisory board, and/or zoning advisory commission must coincide with their terms on the resilient community advisory commission. (Ord. 1-17, 1-3-2017; amd. Ord. 38-24, 6-17-2024)

2-6-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 32-16, 7-5-2016)

2-6-9: OFFICERS/ORGANIZATION:

The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among the officers for the remainder of the officer's unexpired term. (Ord. 32-16, 7-5-2016)

2-6-10: MEETINGS:

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

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

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

D. Attendance:

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

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

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

F. Quorum: Five (5) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 32-16, 7-5-2016; amd. Ord. 42-21, 11-15-2021; Ord. 38-24, 6-17-2024)

2-6-11: COMPENSATION:

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies budget. (Ord. 32-16, 7-5-2016)

2-6-12: REMOVAL:

Except as provided in subsection 2-6-10D1 of this chapter, the city council may remove any commissioner for good cause. (Ord. 32-16, 7-5-2016)

2-6-13: POWERS:

The commission has the following powers, duties, and responsibilities:

A. To review research and data in order to provide input on reidentification, prevention, and plans for potential economic, environmental, and social/cultural vulnerabilities.

B. To review plans for long term prevention, preparedness, and recovery efforts.

C. To review policy and program recommendations to the city council in order to influence resilient outcomes for the community.

D. To provide comment to the city council on the allocation of budgeted city funding to achieve adopted resiliency goals.

E. To educate and engage the public on commission priorities.

F. To provide input on and review strategies to address identified vulnerabilities in collaboration with city staff, other city commissions and community partners.

G. To review and make recommendations regarding sustainable Dubuque community grant allocations.

H. To respect the policy making authority of the city council, the city manager's responsibilities to implement the goals and priorities the council establishes (council manager form of government) and the responsibility of city staff to report to the city manager.

I. To ensure coordination and communication with other commissions. (Ord. 32-16, 7-5-2016)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Gina Bell](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 11/10/2025 7:33:50 AM

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Board/Commission Application Form

This application is a public document and as such can be reproduced and distributed for the public. Specific attention should be directed to the possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA. accepts applications for any Board and or Commission at any time. Applications stay active for one year from the date of receipt.

General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Resilient Community Advisory Commission

Please identify which required criteria you possess to qualify for the Resilient Community	Interest and/or expertise in economic prosperity, Interest and/or expertise in environmental integrity, Interest and/or expertise in social/cultural vibrancy, Think systemically and analyze data
--	--

Advisory
Commission

Name: Lucas Delaney

Pronunciation: Lew-kiss Dell-any

Street Address: 1284 University Ave

You must live
within the
Dubuque city
limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52001

Preferred Phone Number: (479)5676511

Email Address(es): LucasDelaney3@gmail.com

How did you hear about City of Dubuque Boards and Commission? Through a Friend

If other, please specify: *Field not completed.*

Have you participated in the City of Dubuque City Life Program Life program?

No

If so, when? *Field not completed.*

Are you currently serving on other Boards, Commissions, or Committees?

No

If yes, which? *Field not completed.*

Have you served on a Board, Commission, or

No

Committee
before?

If yes, which? *Field not completed.*

Why are you interested in applying for this Board or Commission?

work focuses on helping people and systems adapt and thrive. As Manager of the Dubuque Winter Farmers Market, I support local vendors and promote sustainability, accessibility, and community connection. My background in the arts, peer support, and small business development has taught me how resilience grows through creativity, inclusion, and collaboration. I want to contribute those perspectives to help strengthen Dubuque's long-term preparedness, sustainability, and overall quality of life for residents.

Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?

I bring experience in community arts, accessibility, and local economic development that directly supports Dubuque's resiliency goals. As Manager of the Dubuque Winter Farmers Market, I coordinate over thirty vendors, manage logistics, and promote sustainability and local business growth. I also lead art-based workshops and peer-support programs focused on inclusion, grief, and creative recovery. My background in graphic design, nonprofit collaboration, and accessibility consulting has strengthened my skills in communication, data organization, and systems thinking. I care deeply about helping Dubuque grow stronger, more connected, and adaptable through creativity and community partnerships.

List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))

Employer, Danielle Stowell, Winter Farmers Market, (563) 581-9688

Mentor, Sammi Hester, TAPS, (229) 977-0390

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):

Lucas Delaney

Date:

11/10/2025

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16-8-1: ZONING BOARD OF ADJUSTMENT:

A. Board Created: There is hereby created the zoning board of adjustment.

B. Purpose: The purpose of the board is to review applications regarding criteria for granting of special exceptions, conditional use permits, or variances; to decide citizens' appeals of orders, requirements, decisions, or determinations made by planning services staff; and to hear cases given by applicants and decide whether the request should be granted based on the criteria set forth in the zoning ordinance.

C. Internal Organization And Rules: The board may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code.

D. Procedures For Operation: All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the board in all its operations.

E. Membership:

1. The board comprises five (5) residents of the city, appointed by the city council.

2. Two (2) members from the board must be selected by the city council as cross representatives to the airport zoning board of adjustment.

3. A majority of the members of the board must be persons representing the public at large and must not be involved in the business of purchasing or selling real estate.

F. Oath: Each person, upon appointment to the board, must execute an oath of office at the first meeting of the board following the appointment or at the city clerk's office any time prior to the first meeting of the board.

G. Terms: The term of office for members of the board is five (5) years or until such member's successor is appointed and qualified. The terms of the cross representative appointees to the airport zoning board of adjustment must serve a term on the airport zoning board of adjustment which coincides with their terms on the zoning board of adjustment.

H. Vacancies: Vacancies must be filled in the same manner as original appointments.

I. Officers/Organization: The board must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the board. The board must fill a vacancy among its officers for the remainder of the officer's unexpired term.

J. Meetings:

1. Meetings: Meetings may be called by the chairperson or at the written request of a majority of the members.

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

3. Attendance:

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

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

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

5. Quorum: The concurring vote of three (3) members of the board is necessary to reverse any order, requirement, decision, or determination of any such administrative official, or to decide in favor of the applicant on any matter upon which it is required to pass under any such ordinance or to effect any variation in such ordinance.

K. Compensation: Members serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official board business within the limits established in the city administrative policies and budget.

L. Removal: The city council may remove any member for cause upon written charges and after a public hearing.

M. Powers: The board has the following powers, duties, and responsibilities:

1. To hear and decide appeals where it is alleged there is error in any order, requirement, decision, or determination made by an administrative official in the enforcement of Iowa Code chapter 414, as such may be amended from time to time, or any ordinance adopted pursuant thereto.

2. To hear and decide special exceptions to the terms of this code upon which such board is required to pass under such ordinance, in accordance with the general regulations of the zone in which the property is located and specific standards contained herein.

3. To hear and decide conditional use permits under the terms of this code upon which such board is required to pass under such ordinance, in accordance with the general regulations of the zone in which the property is located and specific standards contained herein.

4. To authorize upon appeal in specific cases such variance from the terms of the ordinance as will not be contrary to the public interest, where owing to special conditions a literal enforcement of the provisions of the ordinance will result in unnecessary hardship, and so that the spirit of the ordinance must be observed and substantial justice done.

In exercising the above mentioned powers such board may, in conformity with the provisions of this section, reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination appealed from and may make such order requirement, decision, or determination as ought to be made, and to that end shall have all the powers of the officer from whom the appeal is taken. (Ord. 53-15, 8-17-2015; amd. Ord. 47-16, 9-19-2016; Ord. 41-24, 6-17-2024)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Shena Moon](#); [Jason Duba](#); [Wally Wernimont](#); [Travis Schrobilgen](#); [Matt O'Brien](#); rblosch@cityofdubque.org;
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General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Zoning Board of Adjustment
Commission, or
Committee
applying for:

Name: Ben Loeffelholz

Pronunciation: Low Fell Holz

Street Address: 3180 Keokuk Ct
You must live
within the

Dubuque city
limits to
apply/serve on a
City of Dubuque
board or
commission.

Zip Code: 52001

Preferred Phone Number: 563-451-7415

Email Address(es): benjaminjloeffelholz@gmail.com

How did you hear about City of Dubuque Boards and Commission? Through a Friend

If other, please specify: *Field not completed.*

Have you participated in the City of Dubuque City Life Program Life program? No

If so, when? *Field not completed.*

Are you currently serving on other Boards, Commissions, or Committees? Yes

If yes, which? Yes none of which are with the city

Have you served on a Board, Commission, or Committee before? No

If yes, which? *Field not completed.*

Why are you interested in applying for this Board or Commission? Keith Ahlvin told me to apply

Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?

I have a master degree in Nonprofit management and bachelors in Public Admin

List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))

Keith Ahlvin 563-845-8846 former co worker
Casey Curoe 319-981-6661

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):

Ben Loeffelholz

Date:

9/8/25

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CITY OF DUBUQUE

BOARDS AND COMMISSIONS DETAILS AND OPENINGS

X / X / 26

Indicates openings within 2026

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

CABLE TELEVISION COMMISSION

3 Yr. Term - Meets on Call., Varied locations

Public Member 1	Pauline	Maloney	7/1/26
Public Member 2	Georgina	Guerrero	7/1/26
Public Member 3	Ronald	Tigges	7/1/26
Public Member 4	Tom	Eckermann	7/1/27
Public Member 5	Jennifer	Tigges	7/1/27

AIRPORT ZONING BOARD OF ADJUSTMENTS

5 Yr. Term - Meets on Call

City ZBA Rep.	Rena	Stierman	3/25/27
City ZBA Rep.	Matthew	Mauss	3/25/28

CATFISH CREEK WATERSHED MANGT. AUTHORITY

4 Yr. term - Meets Quarterly

Public Member 1	Rachel	Boeke	7/16/28
Public Member 2	William	Hindricks	7/16/28

AIRPORT ZONING COMMISSION

6 Yr. Term - Meets on Call

City ZAC Rep.	Richard	Russell	7/1/27
City ZAC Rep.	Pat	Norton	7/1/28

CIVIC CENTER ADVISORY COMMISSION

3 Yr. Term - Meets last Mon. of every third month, 3:30 p.m., Five Flags

Public Member 1	Alan	Schumacher	6/29/27
Public Member 2	Mc Kenzie	Blau	6/29/28
Public Member 3	Colleen	Myers	6/29/28
Public Member 4	Bryce	Parks	6/29/27
Public Member 5	Sara	Tandy	6/29/28

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION

3 Yr. Term - Meets 4th Tuesday, 3:30 p.m., MFC or Varied locations

At-Large - Outside Cultural Dist. 1	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

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

BUILDING CODE ADVISORY AND APPEALS BOARD

3 Yr. Term -Meets on Call; 4:30 p.m., Federal Bldg.

Altn. Commercial Construct Pro 1	Open	Open	1/1/27
Altn. Electrical Construct Pro 1	Adam	Brown	1/1/27
Altn. HVAC Construct Pro 1	Open	Open	1/1/27
Altn. Plumbing Construct Pro 1	Open	Open	1/1/27
Altn. Residential Construct Pro 1	Open	Open	1/1/27
Commercial Construct Pro 1	Open	Open	1/1/27
Electrical Construct Pro 1	Thomas	Townsend	1/1/27
HVAC Construct Pro 1	Corey	Valaskey	1/1/27
Multidisciplinary Rep. 1	Michael	Shimkus	1/1/27
Multidisciplinary Rep. 2	Nathan	Wardle	1/1/27
Plumbing Construct Pro 1	Open	Open	1/1/27
Residential Construct Pro 1	Open	Open	1/1/27

COMMUNITY DEVELOPMENT ADVISORY COMMISSION

3 Yr. Term - Meets 3rd Wed., 5:30 p.m., Federal Bldg./Housing

Housing Commission Rep. 1	Renee	Kehoe	8/17/27
Low/Moderate Income Rep. 1	Talma	Brown	2/15/26
Low/Moderate Income Rep. 2	Dale	Campbell Jr.	2/15/27
Low/Moderate Income Rep. 3	Gabriel	Mozena	2/15/27
Low/Moderate Income Rep. 4	Open	Open	2/15/28
Public Member 1	Open	Open	2/15/27
Public Member 2	Dean	Boles	2/15/28
Public Member 3	Michelle	Hinke	2/15/28
Public Member 4	Julie	Woodyard	2/15/26

HISTORIC PRESERVATION COMMISSION

3 Yr. Term - Meets 3rd Thur., 5:30 p.m., Federal Bldg.

Architect At-Large 1	Christina	Monk	7/1/26
Cathedral District 1	Open	Open	7/1/26
Jackson Park District 1	Janice	Esser	7/1/28
Langworthy District 1	Chad	Witthoeft	7/1/26
Old Main District 1	Open	Open	7/1/27
Public Member 1	Heidi	Pettitt	7/1/27
Public Member 2	Bill	Doyle	7/1/27
Public Member 3	Tim	Gau	7/1/27
West 11th District 1	Rick	Stuter	7/1/28
Interim District Rep. 1	Adam	Schwendinger	NA

BOARD OF LIBRARY TRUSTEES

4 Yr. Term - Meets 4th Thur. 4 p.m., Library

Public Member 1	Andrew	Bland	7/1/26
Public Member 2	A. Alanda	Gregory	7/1/26
Public Member 3	Victor	Lieberman	7/1/27
Public Member 4	Pam	Mullin	7/1/27
Public Member 5	Diann	Guns	7/1/28
Public Member 6	Christina	Monk	7/1/28
Public Member 7	Jessica	Connery	7/1/29

HOUSING APPEALS AND MEDIATION BOARD

3 - Yr. Term - Meets on Call, 4:30 p.m., Federal Bldg.

Public Member 1	Mary	Gotz	1/1/27
Public Member 2	Luke	Hoffmann	1/1/27
Public Member 3	Cole	Hansen	1/1/27
Public Member 4	Lynn	Sutton	1/1/27
Public Member 5	Jeff	Lenhart	1/1/27

HOUSING COMMISSION

3 Yr. Term - Meets 4th Tues. (Jan, Aril, July, Oct), 4:00 p.m., Fed. Bldg.

Public Member 1	Renee	Kehoe	8/17/27
Public Member 2	Ross	Janes	8/17/27
Public Member 3	Rick	Merfeld	8/17/28
Public Member 4	Open	Open	8/17/27
Public Member 5	Open	Open	8/17/27
Public Member 6	Open	Open	8/17/28
Public Member 7	Julietta	Scott	8/17/26
Public Member 8	Rick	Baumhover	8/17/28
Public Member 9	Amy	Eudaley	8/17/26
Section 8 Rep. 1	Open	Open	8/17/27

HOUSING TRUST FUND ADVISORY COMMITTEE

3 Yr. Term - Meets as needed, 7:30 a.m., Federal Bldg.

Housing Commission Rep. 1	Rick	Baumhover	8/17/25
Housing Commission Rep. 2	Amy	Eudaley	8/17/26
Public Member 1	Open	Open	8/17/28
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	Gary	Ruden	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

Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Saturday, November 29, 2025 4:34 PM
To: Adrienne Breitfelder
Subject: A new Service Request has been created [Request ID #228373] (Contact City Council) - Dubuque, IA

Caution! This message was sent from outside your organization. Never give your login information and password over email!

[Allow sender](#) | [Block sender](#) | [Report](#)

Dubuque, IA

A new service request has been filed.

Service Request Details

ID 228373

Date/Time 11/29/2025 4:34 PM

Type Contact City Council

Address Dubuque

Origin Website

Comments My name is Ryan Arians and I'm reaching out because I'm really excited about the possibility of serving on the Arts and Cultural Affairs Commission. The arts have always been a big part of how I connect with our community, and I'd love the chance to contribute ideas, energy, and support to help strengthen cultural opportunities in our city.

I believe this Commission is a great way to make sure the arts continue to thrive here. I'd be honored to be part of that work and to collaborate with others who share the same passion.

Thank you,
Ryan L. Arians

Submitter Arians, Ryan L
1201 Madera St
Dubuque, IA 52001

815-499-3993
ryanarians@gmail.com

[View in QAlert](#)

Dubuque, IA

**City of Dubuque
City Council**

PUBLIC HEARINGS # 1.

ITEM TITLE: Eagle Point Water Treatment Plant Roof Rehabilitation Project Public Hearing

SUMMARY: Proof of publication on notice of public hearing to consider City Council adopt the resolution approving the plans, specifications, form of contract, and estimated cost of \$500,000 for the Eagle Point Water Treatment Plant Roof Rehabilitation Project, and City Manager recommending approval.
RESOLUTION Eagle Point Water Treatment Plant Roof Rehabilitation Project Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost

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

ATTACHMENTS:

1. MVM Memo
2. EP WTP Roof Rehab PH and Approve P&S Memo
3. EP WTP Roof Rehab Approve P&S Resolution

TO: The Honorable Mayor and City Council Members

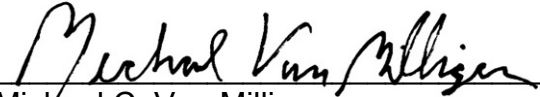
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Eagle Point Water Treatment Plant Roof Rehabilitation Project – Conduct Public Hearing and Approve Bidding Documents

DATE: November 24, 2025

Water Department Director Christopher Lester is recommending City Council adopt the resolution approving the plans, specifications, form of contract, and estimated cost of \$500,000 for the Eagle Point Water Treatment Plant Roof Rehabilitation 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
Christopher Lester, Water Department Director
Jennifer Larson, Chief Financial Officer
Eldon Schneider, Water Project Supervisor
Carl Plumley, Water Distribution Supervisor

TO: Michael C. Van Milligen, City Manager

FROM: Christopher Lester, Water Department Director

DATE: November 18, 2025

SUBJECT: Eagle Point Water Treatment Plant Roof Rehabilitation Project – Conduct Public Hearing and Approve Bidding Documents

INTRODUCTION

The purpose of this memorandum is to request the City Council conduct public hearing grant approval of the plans, specifications, form of contract, and estimated cost for the Eagle Point Water Treatment Plant Roof Rehabilitation Project.

BACKGROUND

The City of Dubuque's Water Department has identified a phased replacement of roofing systems at the Eagle Point Water Treatment Plant. The membrane roofing systems were inspected in 2020, and noticeable failures were identified. The systemic, phased replacement of the aging roofing systems were included as improvements recommended in the Water Treatment Plant Condition Assessment prepared by Strand Associates, issued June 2023.

Phase 1 of roof replacements include the North Plant Clarifiers, Lime Silo, and Administration Building 3rd Floor. Phase 2 of roof replacements will include the Sludge Plant, Sludge Plant Wet Well Walkway between Sludge Clarifiers, and Sludge Plant Electrical Room. Phase 3 of roof replacements will include the North Plant Filters. Phase 4 roof replacements includes the South Plant Clarifiers, Administrative Offices, Plant Filter Motor Control Room, and East Clearwell.

Water Department staff completed the bidding documents, specifications, and drawings for the roof replacements in Phase 1.

Construction for Phase 1 was originally planned for the spring of 2025. However, due to anticipated project costs, bidding for the project was timed for Fall of 2025 to allow for additional funds within FY26 to complete the project.

DISCUSSION

The City Council approved Bid Initiation proceedings at its meeting on October 6, 2025, and the project was publicly advertised on October 8, 2025.

The public hearing for reviewing the proposed plans and specifications, form of contract, and estimated project cost was scheduled but did not occur as planned. It was subsequently rescheduled at the November 17, 2025, Council Meeting to take place on December 1, 2025.

PROJECT SCHEDULE

The schedule for the project is as follows:

– Council Initiate	October 6, 2025
– Advertise for Bids and Publish the Public Hearing Notice	October 8, 2025
– Public Hearing	October 20, 2025
– Receipt of Bid Proposals	October 23, 2025
– Republish the Public Hearing Notice	November 19, 2025
– Public Hearing	December 1, 2025
– Award Construction Contract	December 15, 2025
– Substantial Completion Date	May 1, 2026
– Final Completion Date	May 29, 2026

BUDGET IMPACT

The estimate of probable cost for the Eagle Point Water Treatment Plant Roof Rehabilitation Project is summarized as follows:

Description	Estimate
Construction Contract	\$500,000
Contingency	\$50,000
Total Project Cost	\$550,000

The funding summary is as follows:

CIP	Funding Source	Amount
4281000044	Water Construction Fund (FY26 Carry-Over)	\$309,190
4281000044	Water Construction Fund (FY26)	\$590,000
Total Project Funding		\$899,190

ACTION TO BE TAKEN

I respectfully request that the City Council adopt the resolution approving the plans, specifications, form of contract, and estimated cost for the Eagle Point Water Treatment Plant Roof Rehabilitation Project.

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

RESOLUTION NO. ____-25

**EAGLE POINT WATER TREATMENT PLANT ROOF REHABILITATION
PROJECT**

**APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND
ESTIMATED COST**

Whereas, the City of Dubuque's Water Department has identified a phased replacement of roofing systems at the Eagle Point Water Treatment Plant, and the first phase of roof replacements include the North Plant Clarifiers, Lime Silo, and Administration Building 3rd Floor; and

Whereas, the City Council, by Resolution No. 319-25, dated October 6, 2025, preliminary approved the proposed plans, specifications, form of contract and estimated cost in the amount of \$500,000 for the Eagle Point Water Treatment Plant Roof Rehabilitation Project; and

Whereas, the City Council, by Resolution No. 374-25, dated November 17, 2025, set a public hearing for comments on the proposed plans, specifications, form of contract and estimated cost for the Eagle Point Water Treatment Plant Roof Rehabilitation Project; and

Whereas, pursuant to published notice, a public hearing was held on the 1st day of December 2025, on the plans, specifications, form of contract, and estimated cost for the Eagle Point Water Treatment Plant Roof Rehabilitation Project.

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

The attached plans, specifications, form of contract, or estimated cost of the Eagle Point Water Treatment Plant Roof Rehabilitation Project, in the estimated construction amount of \$500,000.00 are hereby approved.

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

**City of Dubuque
City Council**

ACTION ITEMS # 1.

ITEM TITLE:	Commercial Air Service Minimum Revenue Guarantee
SUMMARY:	City Manager providing follow-up information on the Commercial Air Service Minimum Revenue Guarantee and recommends City Council receive and file the information and be prepared to take final action at the December 15, 2025 City Council meeting.
SUGGESTED DISPOSITION:	Receive and File; Place on December 15, 2025, Agenda

ATTACHMENTS:

1. MVM Memo
2. Dubuque Airport Commission Notice of Termination Draft Correspondence
3. Public Input_Uploaded 12.1.25

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Commercial Air Service Minimum Revenue Guarantee

DATE: November 25, 2025

INTRODUCTION

The purpose of this memorandum is follow-up to October 6, 2025, City Council meeting. At that meeting, staff provided an update on commercial air service and Denver Air minimum revenue guarantee (MRG) providing daily air service to O'Hare (ORD) Airport in Chicago.

BACKGROUND

Prior to restoring commercial air service, the non-profit DBQ Air and partners reviewed data, and performed community surveys and business meetings.

In calendar year 2019 (pre-COVID), FAA enplanements reported **36,521 passengers flew from Dubuque to O'Hare** as their destination or connection, on three flights daily. During that same year, the US DOT Origination & Destination (O&D) report showed an average of **99 passengers flew from Dubuque to O'Hare daily**. For Denver Air to be financially independent requiring no minimum revenue guarantee they need to have 40% (40) of those 99 customers fly out of Dubuque daily.

According to 2022 Mead and Hunt Study using Global Distribution System and Airline data there are 176,498 passengers in Dubuque Catchment area (approximately 30-40 minutes from Dubuque). Passenger demand each way (PDEW) data indicates approximately 505 passengers fly out of an airport to a destination from Dubuque Catchment area daily.

SURVEYS

In December 2023, prior to pursuing daily scheduled air service, a survey was part of a broader study effort to provide a detailed understanding of the want and need for commercial air service at the Dubuque Regional Airport, among a variety of stakeholders and regional users. The results of the study were intended to provide information for purposes of air planning, air service, and airport development, overall economic planning and development, transit forecasting and development, and partnerships and participation in a variety of multi-community and regional efforts.

Employer & Resident Surveys

Employers Survey: 228 Responses and 28 interviews

- Strong Support. Most employers (73%) support efforts to attract Dubuque commercial air service, recognizing it might require financial guarantees.
- Financial Support. Most employers (69%) also support the use of City and/or County funds to attract air service, while with voluntary private funding efforts, 51% support with 29% neutral.
- Desired Service. Chicago O'Hare is by far the leading choice for new hub airport service, followed by Dallas, Denver, and Minneapolis.
- Willingness to Use. Employers estimate that they would be willing to spend an average of \$142 more for a round-trip flight from DBQ as compared to a similar flight from Chicago-O'Hare.
- Economic Impacts of Air Service Expansion.
 - Two-thirds (68%) expect a positive impact on their business.
 - Almost all (95%) expect a positive impact on the greater Dubuque area economy.

Residents Survey: More than 8,000 responses

- Strong Support. The vast majority (91%) of respondents strongly (78%) or somewhat (13%) support efforts to attract Dubuque air service.
- Willingness to Use. The vast majority (86%) of respondents would definitely (68%) or probably (18%) consider using Dubuque Regional Airport if air service were expanded to a major hub airport.
- Desired Service. Chicago O'Hare is by far the leading choice for new hub airport service, followed by Denver, Dallas, Minneapolis, and Atlanta.
- Impacts of Dubuque Air Service Expansion.
 - 84% expect a positive impact on their household.
 - Almost all (97%) expect a positive impact on the greater Dubuque area economy.

After service was restored DBQ Air continued to survey customers.

Dubuque Regional Airport Traveler Survey

Results from a survey targeted toward travelers flying through Dubuque indicate that people who use the service have a positive experience.

Here are some key results:

- 88% rate their experience at the airport as excellent and 8% rate is as good
- 93% are very likely to recommend the airport to friends, family, or colleagues
- 96% are very likely or somewhat likely to use the airport in the future
- 58% of respondents were leisure travelers, 29% were business travelers, and 13% were a combination of business and leisure

DISCUSSION

Current enplanement and MRG funding data.

Enplanement:

To attain self-sufficiency, DBQ Air Service Consultant estimates Denver Air will need to reach an average 80% load factor. The last full month, October 2025, the load factor was 53%. On a 50-seat regional aircraft, an additional 13 passengers per flight is needed to reach 80%.

DENVER AIR ENPLANEMENTS	2024	2025
January		382
February		412
March		531
April		459
May		630
June		595
July		640
August		694
September		767
October		786
November	461	
December	476	
Yearly Totals	937	5,896

Minimum Revenue Guarantee (MRG):

SCASD and Partner Contributions			
Invoice	Estimated Funds Needed	Actual	Payment Details
November 2024		\$276,608.03	SCASD
December 2024		\$260,321.95	SCASD
January 2025*		\$361,762.02	SCASD
February 2025		\$326,687.00	SCASD
March 2025		\$312,362.41	SCASD
April 2025*		\$333,773.15	SCASD
May 2025		\$363,468.77	SCASD (\$28,485.44) + Travel Dubuque (\$334,983.33)
June 2025		\$282,811.29	Travel Dubuque (\$165,016.67) + Economic Development Revenue Guarantee (\$117,794.62)
July 2025*		\$325,015.06	Economic Development Revenue Guarantee
August 2025		\$237,762.97	Economic Development Revenue Guarantee
September 2025		\$235,434.77	Economic Development Revenue Guarantee
October 2025*		\$288,394.24	Economic Development Revenue Guarantee (\$30K less than estimate)
November 2025	\$255,024.00		Forecast DAC Invoice
December 2025	\$255,024.00		Forecast DAC Invoice
January 2026*	\$331,030.00		Forecast DAC Invoice
February 2026	\$262,304.00		Forecast DAC Invoice
March, 16 2026	\$115,332.00		Forecast DAC Invoice (December 16 - March 16, 90 day notice = ½ March estimate)
	\$1,218,714	\$3,604,401.66	

*Five Weeks

Fund	Balance
SCASD (\$1.9M)	\$0.00
Travel Dubuque (\$500,000)	\$0.00
Dubuque County (\$100,000)	\$100,000.00
Economic Development Revenue Guarantee (\$2.4M)	\$1,195,598.34
Business Community Fundraising	\$ December 10, 2025
	\$1,583,992.58

The Dubuque County Board of Supervisors has allocated \$100,000 towards the MRG, leaving the business community to contribute \$650,000. If the City Council decides on December 15, 2025, to direct the Airport Commission to issue 90-day notice to Denver Air that the MRG payments will end, the goal will be to not spend the money offered by Dubuque County.

The Greater Dubuque Development Corporation and the Dubuque Area Chamber of Commerce are reporting limited success in raising \$650,000 (now that Dubuque County has offered \$100,000) as a match for the City's \$750,000, but efforts continue at this time.

At the December 15, 2025, City Council meeting, the City Council could review the amount of money raised from the business community, and review current numbers on Denver Air enplanements and the actual demands on the MRG fund through that date to help determine how many more months it is anticipated that the MRG can be paid. That review will be especially important because of the 90-day notice requirement if the City is going to stop paying the MRG to Denver Air. Denver Air has agreed that if they do receive a 90 day notice of termination that they will make every effort to relocate aircraft and flight crew, so that the City would not need to pay the MRG to the full 90 days.

Dubuque Regional Airport Commission Air Service Subcommittee is recommending to Airport Commission at the Tuesday, December 2, 2025, meeting, Airport Director continue communications with Denver Air regarding minimum revenue guarantee status and in coordination with City Council invoke contractual actions required per agreement.

ACTION TO BE TAKEN

I respectfully recommend the Mayor and City Council receive and file this information and be prepared to take final action at the December 15, 2025 City Council meeting.

Michael C. Van Milligen

MCVM:td/jm/sv

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Todd Dalsing, Airport Director

Airport Commissioners → RJ Blocker Mike Phillips Ron Vaughn Mariann Kurtz Weber Bob Woodward

December 2, 2025

Key Lime Air d/b/a Denver Air Connection
13252 E. Control Tower Road
Englewood, CO 80112

To Whom It May Concern:

This letter serves as official notice of termination of the contract between Key Lime Air d/b/a Denver Air Connection and the City of Dubuque by and through its duly authorized Airport Commission. This notice is sent pursuant to the requirements of Section 11 of the Air Services Agreement entered by the parties in September 2024.

The termination will be effective ninety (90) days from the date of this letter, March 2, 2026, unless we can mutually agree to an earlier termination date. The termination is being executed for convenience, meaning it is not due to any fault or performance issue on your part, but due to the unfortunate position the City finds itself in as excluded from eligibility for the Essential Air Service program.

During the ninety (90) day notice period, we know you will continue fulfilling your contractual obligations to the best of your abilities. We would like to begin discussion at your earliest convenience related to the transition and whether March 2, 2026, is the final date or whether an earlier date is agreeable.

For any questions or clarifications regarding this notice and to set up discussion of the transition, please contact Todd Dalsing, Airport Director. We appreciated the partnership with Denver Air Connection.

Sincerely,

Mike Phillips
Chair, Airport Commission

cc: Todd Dalsing, Airport Director
Brad M. Cavanagh, Mayor
Michael C. Van Milligen, City Manager
Crenna Brumwell, City Attorney

Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Sunday, November 30, 2025 12:20 PM
To: Adrienne Breitfelder
Subject: A new Service Request has been created [Request ID #228383] (Contact City Council) - Dubuque, IA

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Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	228383
Date/Time	11/30/2025 12:20 PM
Type	Contact City Council
Address	Dubuque
Origin	Website
Comments	I am hoping that all of you continue to strongly support and find ways to keep the Dubuque Airport open. I don't mind paying for schools and emergency services, etc...and paying a tax to keep the local airport functioning is also a service that I feel is worth the money. Thank you for all you have done to bring it back and hopefully keep it going. - Elaine Kray
Submitter	Kray, Elaine J 3095 Lindale St Dubuque, IA 52001 563-556-8155 ejkray@aol.com

View in QAlert

Dubuque, IA

**City of Dubuque
City Council**

ACTION ITEMS # 2.

ITEM TITLE:	Fire Department FTE Increase and Fire Cost Recovery Fee
SUMMARY:	City Manager recommending City Council approval to create a Fire Cost Recovery Fee and to create 5 firefighter positions.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Supporting Document Copy of MVM Cost analysis 11-25-2025
4. Supporting Documentation Shift Staffing 2025 graph
5. Public Input_Uploaded 12.1.25
6. Presentation_Uploaded 12.1.25

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

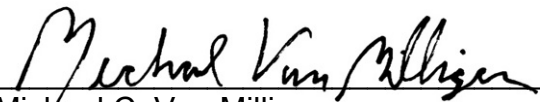
SUBJECT: Fire Department FTE Increase and Fire Cost Recovery Fee

DATE: November 26, 2025

I have approved adjustments in the Dubuque Fire Department's Emergency Medical Services billing for Advanced Life Support and Basic Life Support effective January 1, 2026, based on recommendations from Fire Chief Amy Scheller. Current rates have not been adjusted in more than 10 years and no longer reflect the true cost of service.

Fire Chief Amy Scheller is further recommending implementation of a Fire Cost Recovery Fee and a budget amendment to create 5 additional Firefighter positions. Updating these fees, and implementing a fire cost recovery mechanism, will help support the request for 5 firefighter/paramedic positions in FY2026 and 9 firefighter paramedic positions through the FY2027 budget process to improve minimum staffing.

I concur with the recommendations to create a Fire Cost Recovery Fee and to create 5 firefighter positions and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Amy Scheller, Fire Chief
Jenny Larson, Chief Financial Officer
Shelley Stickfort, Chief Human Resources Officer
Laura Bendorf, Budget Manager

TO: Mike Van Milligen, City Manager

FROM: Amy Scheller, Fire Chief

SUBJECT: Fire Department FTE Increase and Fire Cost Recovery Fee

DATE: November 23, 2025

INTRODUCTION:

This memo seeks your support to update the Dubuque Fire Department's EMS billing rates for advanced life support (ALS) and basic life support (BLS) services. Current rates have not been adjusted in more than 10 years and no longer reflect the true cost of service. Updating these fees, and implementing a fire cost recovery mechanism, will help support the request for five firefighter/paramedic positions in FY2026 and nine more firefighter paramedic positions in FY2027 contingent upon a successful SAFER grant to improve minimum staffing.

Five firefighter paramedic positions will allow us to add an additional position to two shifts to rebalance in line with the third shift and add an additional position to all three shifts, allowing us to increase minimum staffing by two positions across all shifts. This will ensure an additional two of the seven suppression vehicles are staffed with a minimum of three personnel at all times and bring the total number of suppression vehicles staffed with a minimum of three personnel to four of the seven suppression vehicles.

Nine additional firefighter paramedic positions will allow us to increase minimum staffing by an additional three positions across all three shifts and bring the remaining three suppression vehicles to a minimum staffing of three personnel.

The city manager has the authority to establish the ambulance rates, but the city council needs to approve the addition of 5 firefighter paramedic positions in the current fiscal year and the city council will need to approve the establishment of the fire cost recovery billing for vehicle accidents, vehicle fires, hazardous conditions, and special rescue operations.

DISCUSSION:

The Dubuque Fire Department receives EMS payments from a payer mix representing the various sources of reimbursement for services rendered. Payer mixes differ by community.

Dubuque's current payer mix is:

- 52% Medicare – federal insurance for individuals 65 and older (no impact on rate adjustment)
- 25% Medicaid / Ground Emergency Medical Transportation (GEMT) balanced billing – federal insurance for individuals with limited income or resources
 - The current annual GEMT cost report identifies the true cost per service for Medicaid reimbursement. The FY cost report is \$2,324 per incident. This figure is used only for Medicaid/GEMT and is not applied to other payer groups. (No impact on rate adjustment, already utilizing cost report)
- 13% Insurance – commercial insurance
- 10% Private Pay
- Remaining – workers' compensation, veterans' benefits, and other sources

Ground Emergency Medical Transportation (GEMT) is a program where publicly owned or operated ambulance services can get state and federal payments for Medicaid related EMS transport services. These payments help cover the gap between what it costs to transport patients in emergencies and what they receive from Medicaid, mileage and other reimbursements. It's a way to support ambulance providers in delivering essential services.

Providers receive payments based on their costs for transporting Medicaid members in emergency ground ambulances. This applies specifically to Medicaid Fee-for-Service and Medicaid managed care members under Title XIX of the federal Social Security Act and the Affordable Care Act. The payment is based upon the balance of the unpaid portion and the cost report, which identifies the cost of providing the service. To participate in the reimbursement program authorized by State Plan Amendment (SPA 19-0002), each eligible publicly owned or operated emergency medical transportation provider must submit their cost report to the Iowa Department of Human Services, Iowa Medicaid Enterprise by November 30 of each Iowa state fiscal year (July 1-June 30). A cost report determines the actual costs associated with providing the service. Many departments utilize this "cost report" to determine the "cost" of an ambulance call. Dubuque Fire Department's current cost report identifies the true cost of \$2,324 per EMS transport, this is not an average.

The federal government allocates Medicaid funds to the states, which then distribute those funds to EMS providers in the form of reimbursement. In Iowa, this is done through a "pass-through" process where the state administers and channels these funds to eligible ambulance services.

Under Dubuque Code Section 6-3-1, EMS billing rates are set by the City Manager.

6-3-1: AMBULANCE SERVICE RATES: A. Established: Rates for ambulance service shall be established from time to time by the city manager. (Ord. 67-06, 10- 16-2006) B. Authority To Adjust: The city manager is hereby authorized and empowered, in the city manager's discretion, to make adjustments in the rates and charges to be fixed for city ambulance service in such cases where the need for such ambulance service is required to repeatedly transport a person of limited financial means. The city manager shall have the authority to require proof of the financial status of a person seeking the benefits of this section for such service. (2007 Code § 23-33)

Nationally, municipal EMS base rates vary widely. Smaller communities often charge between \$500–\$800 for BLS emergency transport and \$700–\$1,200 for ALS. Mid-sized fire-based EMS systems commonly charge \$1,200–\$2,300. High-cost markets and cost-aligned systems, frequently bill \$2,300–\$3,600 for ALS emergency transports, with ALS2 and Specialty Care Transport ranging \$3,800–\$4,900+. These examples demonstrate that Dubuque's current rate sits at the low end of national municipal practice.

Regional comparisons further support the proposed adjustment. In Illinois, Northbrook rates are (\$1,950-\$2,200), Rockford (\$2,303 across all levels), and Skokie (\$3,609–\$3,689), explicitly tied to GEMT cost-based provider rates provide strong examples of municipalities aligning transport charges with actual service cost. In Wisconsin, publicly posted base rates range from \$700 in smaller communities such as Richfield to \$1,500–\$2,000+ in suburban and district systems including Fitch-Rona EMS, Ashland, Menomonee Falls, Lake Country, and Brookfield. The City of Waukesha bills \$2,100–\$2,400 for BLS and ALS emergency transports. These examples sourced directly from public city and district fee schedules show that many Midwestern municipal EMS systems already charge at or above the \$2,000–\$2,400 range we are proposing. Based on this verified data, adjusting Dubuque's EMS transport rate to approximately \$2,300 is both reasonable and consistent with the documented upper tier of municipal fire-based EMS charges in comparable communities. This adjustment aligns our rates with our true cost of service, supports compliance with GEMT cost-reporting methodology, and positions the department alongside peer agencies that have already modernized their billing structures to reflect actual EMS operating costs.

Current Dubuque rates are:

- ALS (Advanced Life Support) services: \$735
- ALS2 (Advanced Life Support) Services \$1065
- BLS (Basic Life Support) services: \$620

Billing rates have historically been established through the evaluation of other EMS transport providers rates, typically done through a voluntary statewide or countywide EMS billing survey. Many providers align the rates with the in-network maximum insurance payouts. Utilizing the cost report, which is a federally monitored and audited process ensures the method is consistent and transparent.

This memo seeks approval to use the third-party cost report rate for all payer groups when establishing EMS service fees.

BACKGROUND:

EMS Billing Rate Adjustment:

To comply with the (GEMT) program requirements, the department contracts with a third-party vendor to complete annual cost reports. These reports calculate the actual cost of delivering EMS services (personnel, equipment, fuel, maintenance, and operational overhead). The cost report calculates the actual cost of service across all EMS transport incidents.

The department proposes applying this true-cost rate (currently \$2,324 per transport incident) uniformly across all payer groups: Insurance, private pay, and others instead of using it solely for Medicaid/GEMT billing.

Cost report history-per incident:

FY2021 - \$1112.32	FY2022 - \$1876.86	FY2023 - \$1707.77	FY2024 - \$1725.99
FY2025 - \$2038.23	FY2026 - \$2324.97	FY2027- TBD	

Because the current ALS and BLS rates do not reflect this cost report, they create inconsistencies across payer groups and prevent the department from billing equitably. Updating rates based on the real cost of service ensures fairness, transparency, and consistency in annual rate adjustments.

Proposed Adjustments:

- Increase ALS from \$735 → \$2,324 (projected to increase 2.5% a year)
- Increase ALS 2 from \$1065 → \$2,324 (projected to increase 2.5% a year)
- Increase BLS from \$620 → \$1,162 (half the cost of providing an ALS-level service) (Projected to increase 2.5% a year)

State average ranges:

- Illinois: 50,000-100,000 population: Wood Dale (high \$5,800) Midlothian (low \$1,300)
- Minnesota: \$2,062 ALS / \$1,387 BLS
- Iowa: \$959 ALS / \$759 BLS

Projected Dubuque Revenue Impact for the adjustment to EMS billing:

Using FY2025 incident data and estimates from the billing provider, EMS billing adjustments are expected to generate approximately \$990,000 annually from the proposed billing rate adjustment.

Fire Cost Recovery Billing addition:

The department also requests city council approval to add fire-related cost recovery for:

- Vehicle accidents
- Vehicle fires
- Hazardous conditions
- Special rescue operations

Projected annual revenue from cost recovery billing is \$120,000.

While some communities also have fire cost recovery billing for structure fires and this would generate an additional estimated \$29,115 a year in Dubuque, this is not being recommended at this time.

Emergency incident billing typically requires up to two years to reach full expected revenue levels.

Contract Savings impact:

The department renegotiated the Public Consulting Group LLC (PCG) service audit contract, reducing costs by 6%, saving \$77,854 annually.

Combined Impact of all three adjustments:

In total, proposed changes are expected to generate \$1,187,854 annually in cost recovery, Fire Cost recovery is expected to take 2 years for full up ramp and should only be applied 100% to FY2028 impacts and beyond, and 50% to FY2027.

The department will continue offering and promoting the hardship waiver program which identifies those who qualify based upon monthly income and an analysis of the federal poverty level (FPL).

PERSONNEL REQUEST:

Immediate hire request (5 Personnel):

Fire Department staffing increases were identified as a Top Council Priority in 2025-2027. The department is respectfully requesting approval to hire 5 firefighter paramedic positions to increase the department's FTE from 104 to 109 and to adjust the minimum staffing number for each of the three shifts from 24 to 26 to ensure two additional suppression vehicles are always staffed with 3 personnel in FY2026. This recommendation continues to improve the minimum staffing of the department's suppression vehicles according to the National Fire Protection Association (NFPA) 1710 standards.

NFPA Chapter 5 under 5.2.3 Operating units- Fire company staffing shall be based on minimum levels necessary for safe, effective, and efficient emergency operations. Fire companies whose primary functions are to pump and deliver water and perform basic fire fighting at fires, including search and rescue, shall be known as engine companies. According to NFPA these companies shall be staffed with four on-duty members.

Personnel costs have been calculated to include all benefits and supplemental payments for a new hire firefighter of \$107,571 using FY2027 cost estimates. The starting salary is \$70,442 with benefits accounting for approximately \$37,129.

If approved today, the positions would take approximately 4-5 months to hire with a targeted date of April 1, 2026. Estimated FY2026 cost is \$134,463. Estimated FY2027 cost is \$537,855. This staff is projected to grow 8% a year.

EMS billing adjustments are anticipated to generate an additional \$990,000 per year or \$82,500 a month. Initiating the EMS billing adjustments in January of 2026 would generate 6 months of revenue in FY 2026 (\$495,000) and offset the FY2026 costs of the 5 personnel with a carry forward balance.

The Department of Homeland Security (DHS) Staffing for Adequate Fire and Emergency Response (SAFER) Grant Personnel (9 additional Personnel):

The department would also seek approval for an additional 9 firefighter paramedic positions through the FY2027 budget process to be approved and contingent upon a successful federal (3-year) SAFER grant application in July-September of 2026. Based upon my experience this would be a very competitive SAFER grant application. If successful, the department would increase its minimum staffing for each of the three shifts from 26 to 29 to ensure all suppression vehicles are staffed with 3 personnel on all days and improve the number of days our suppression vehicles are staffed with 4 personnel in line with national standards. Four-person days would be achievable but critically dependent on unpredictable/ unscheduled leave (sick, parental, military, injury/ workers comp, mandatory training).

Successful SAFER grant applications are expected to be notified, based upon last year's Notice of Funding Opportunity (NOFO), in September-October of 2026. The department would have a 90 day-recruitment period before the grants period of performance would begin. Ideally, the department would want to hire these individuals as soon as possible as the start of the period of performance will initiate the 3-year period of performance. There is no way to estimate the impact of the government shut down on future grant timelines. Estimates place a new hire date in December of 2026 (FY 2027) but could be as late as February of 2027. Utilizing the December 1, 2026, date will split the grant award across each of our Fiscal budget years.

Year 1 grant personnel costs have been calculated to include all benefits and supplemental payments for a new hire firefighter of \$107,571 using FY2027 cost estimates. The starting annual salary is \$70,442 with benefits accounting for approximately \$37,129. The cost for 9 personnel for a full year is estimated at \$968,139 or a monthly cost of \$80,678.25, projected to grow 8% a year. Assuming the Dec 1, 2026 start date, the FY 2027 impact for 7 months is \$564,747 (The city is responsible for a 25% cost match in year 1, a cost of \$141,186). Combining the anticipated costs of the 5 personnel for FY2027 at \$537,855, the total city cost for all 14 personnel is expected to be \$679,041.

The SAFER Grant covers the cost of the 9 firefighter paramedics at 75% in year 1, 75% in year 2, and 35% in year 3.

Fiscal Year	*5 FPM cost	*9 FPM cost	**EMS Billing Rate Adjustments	**Fire Cost Recovery	Contract savings	SAFER Grant revenue beyond Dec 1, 2026	Net annual city cost	Cummulative net city cost
			2.5%	2.5%				
FY2026	\$134,463	\$ -	\$ 495,000.00	\$ -	\$ 77,854.00	\$ -	\$ (438,391.00)	\$ (438,391.00)
FY2027	\$ 537,855.00	\$ 564,747.00	\$ 990,000.00	\$ 60,000.00	\$ 77,854.00	\$ 423,560.00	\$ (448,812.00)	\$ (887,203.00)
FY2028	\$ 580,883.00	\$ 968,139.00	\$ 1,014,750.00	\$ 123,000.00	\$ 77,854.00	\$ 726,104.00	\$ (392,686.00)	\$ (1,279,889.00)
FY2029	\$ 627,354.00	\$ 1,045,590.00	\$ 1,040,118.75	\$ 126,075.00	\$ 77,854.00	\$ 440,222.00	\$ (11,325.75)	\$ (1,291,214.75)
FY2030	\$ 677,542.00	\$ 1,129,237.00	\$ 1,066,121.72	\$ 129,226.88	\$ 77,854.00	\$ 57,638.00	\$ 475,938.41	\$ (815,276.34)
FY2031	\$ 731,745.00	\$ 1,219,576.00	\$ 1,092,774.76	\$ 132,457.55	\$ 77,854.00	\$ -	\$ 648,234.69	\$ (167,041.65)
FY2032	\$ 790,285.00	\$ 1,317,142.00	\$ 1,120,094.13	\$ 135,768.99	\$ 77,854.00	\$ -	\$ 773,709.88	\$ 606,668.23
FY2033	\$ 853,508.00	\$ 1,422,513.00	\$ 1,148,096.48	\$ 139,163.21	\$ 77,854.00	\$ -	\$ 910,907.31	\$ -
	* Personnel cost increasing 8% a year beginning in FY2028							
	** EMS billing and fire recovery increasing 2.5% beginning in FY2028							

As mentioned above, aligning EMS billing with the yearly cost report, including a fire cost recovery, and including savings from re-negotiating the cost reporting contract should yield **\$1,187,854** annually. It is difficult to predict the potential changes in the upcoming cost report and call volume but historically the cost report has increased as well as call volume to continue to improve overall cost recovery year after year which would decrease the predicted annual cost to the city.

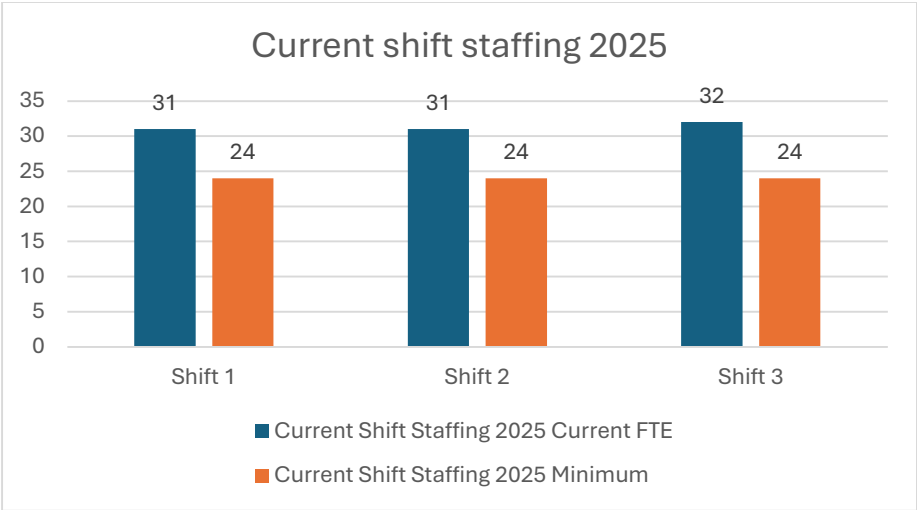
RECOMMENDATION:

The fire department respectfully requests approving the adjustments in billing for ALS and BLS services to match the annual GEMT cost report conducted annually, a city manager action. I respectfully recommend City Council approval to include a fire cost recovery fee and hire 5 firefighter paramedic positions in this fiscal year, (FY2026). I will also request approval to add 9 additional firefighter paramedic positions in the FY2027 budget process contingent upon a successful SAFER grant application.

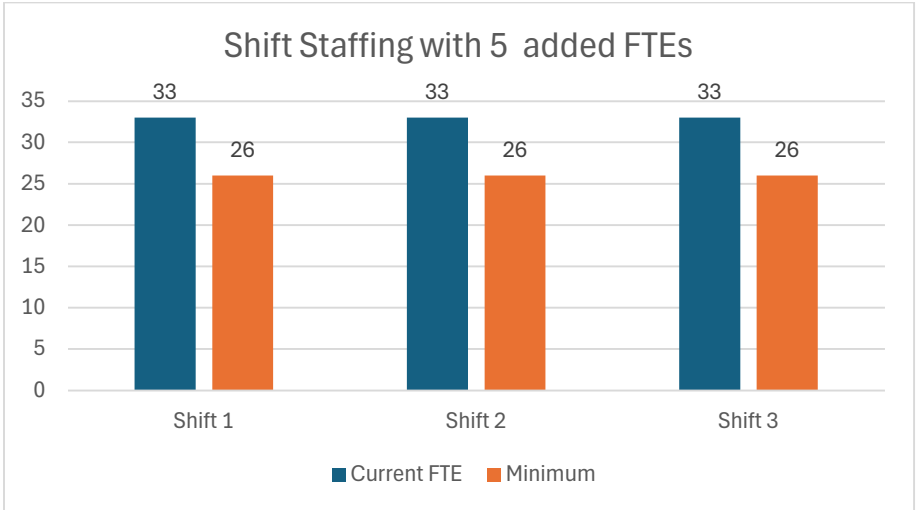
						SAFER Grant			
Fiscal Year	*5 FPM cost	*9 FPM cost	**EMS Billing	**Fire Cost Recovery	Contract savings	revenue beyond	General Fund	Cummulative net	
			Rate Adjustments			Dec 1, 2026	Property Tax	city cost	
			2.5%	2.5%					
FY2026	\$134,463	\$ -	\$ 495,000.00	\$ -	\$ 77,854.00	\$ -	\$ (438,391.00)	\$ (438,391.00)	
FY2027	\$ 537,855.00	\$ 564,747.00	\$ 990,000.00	\$ 60,000.00	\$ 77,854.00	\$ 423,560.00	\$ (448,812.00)	\$ (887,203.00)	
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FY2033	\$ 853,508.00	\$ 1,422,513.00	\$ 1,148,096.48	\$ 139,163.21	\$ 77,854.00	\$ -	\$ 910,907.31	-	

*Personnel cost increasing 8% a year beginning in FY2028

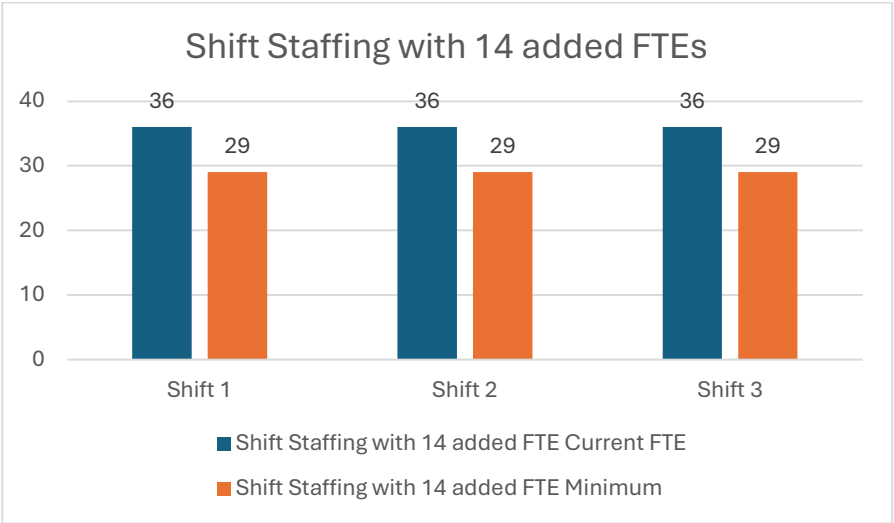
** EMS billing and fire recovery increasing 2.5% beginning in FY2028



94 Operational FTEs (current)



99 Operational FTEs (5 added)



108 Operational FTEs (14 added)

Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Saturday, November 29, 2025 2:50 PM
To: Adrienne Breitfelder
Subject: A new Service Request has been created [Request ID #228372] (Contact City Council) - Dubuque, IA

Caution! This message was sent from outside your organization. Never give your login information and password over email! [Allow sender](#) | [Block sender](#) | [Report](#)

Dubuque, IA

A new service request has been filed.

Service Request Details	
ID	228372
Date/Time	11/29/2025 2:50 PM
Type	Contact City Council
Address	2925 BURLINGTON ST, Dubuque
Origin	Website
Comments	I see the city manager want to raise ambulance/EMS fees between 200-300% and he can do this without council approval. I thought the buck stops with the council. I also see increases in fire department fees. I a person has a auto crash with fire, hazardous clean up, and ambulance will receive a total bill of \$2987. These increases are excessive to be applied over 1 year, thwy should occur a more spread out time frame. The public should not have too make up for council errors in not graduallt raising fees. Please table these increased fee so the publux gas more time for input aftwr digging out from our first major storm. My wife says she would throw me in the back of the pickup truck and take me to the hospital instead of payinf those fees. These increases are why Medicare Part B premimuns, Medicare Supplement premimuns, auto insurance get double digit percentage increases.

Please share this with our new council members.

Clark Schloz P.E.
2925 Burlington Street
Dubuque, Iowa 52001
563-357-7214

Submitter Schloz, Clark A
2925 Burlington Street
Dubuque, IA 52001
563-357-7214
clarkscholz34@gmail.com

[View in QAlert](#)

Dubuque, IA

Dubuque Fire Dept. Presentation



**2025-2030 Community
Driven Strategic Plan**



**Ambulance Rate
Adjustment Background**



**Full Time Employee
Request**



2025-2030 Strategic Plan



3-5 Year Roadmap



FD senior staff, administrative staff, Community Impact, Economic Mobility, Planning, IT, Communications, Human Rights-6 month process





Strategic Planning Process



Review of previous strategic plan (2019)

Open Community Survey - 310 responses (1st quarter of 2025)

External Community Stakeholder Working Session and Survey- February 26th, 2025

Internal Stakeholder sessions and survey- July 14-16, 2025

Leadership Retreat in July and strategic wrap up session in August



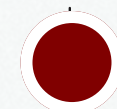
The 5 priorities for the next five years



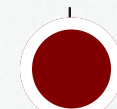
Workforce and Leadership Capacity



Modernize Facilities, Fleet, and Technology for All-Hazards Readiness



Enhance Service Delivery - Response, Staffing, EMS Capacity, Community Education and Risk Reduction



Expand Prevention, Public Education, and Code Compliance



Strengthen Communication, Accountability, and regional Collaboration

EMS Billing update and Fire Cost Recovery





Current Dubuque Fire EMS Transport billing rates (user fees)

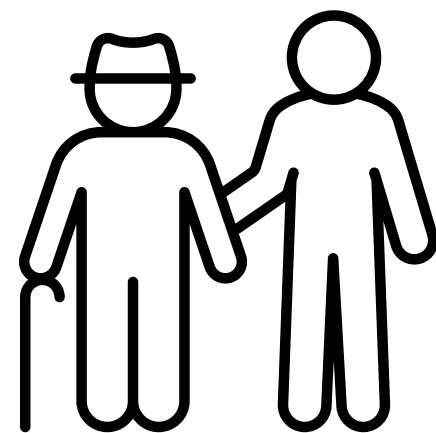
- **Basic Life Support- No invasive procedures**
\$620
- **Advanced Life Support- ALS- at least
1 ALS intervention (paramedic)**
\$735
- **Advanced Life Support 2- ALS2- 3 meds, IV,
surgical airway, chest decomp, defib/
cardioversion, etc.**
\$1065

Under Dubuque City Code Section 6-3-1, Ambulance service rates are established and adjusted by the City Manager.

AMBULANCE BILLING PAYER MIX

CITY OF DUBUQUE

Medicare



52.4%

\$427 BLS, \$507 ALS, \$734 ALS2

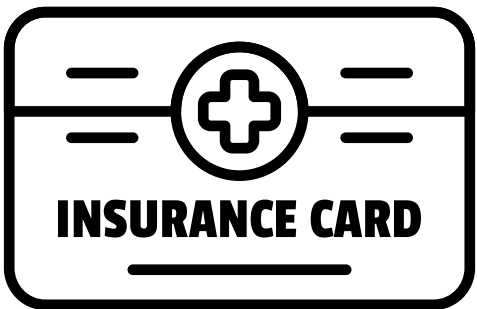
Medicaid



22.5%

\$114 BLS, , \$127 ALS, \$232 ALS2

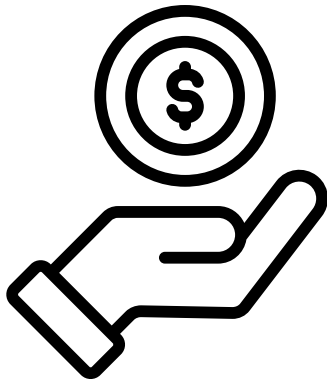
Insurance



12.7% (7% in, 5% out)

In network Insurance \$620 BLS,
\$735 ALS, \$1065 ALS2

Private Pay



10.2%

Workers Comp/ Other



2.2%

Ground Emergency Medical Transport (GEMT)



Defined

A program where publicly owned/ operated ambulance service can receive state and federal payments for Medicaid related EMS transports. These payments help cover the gap between what it costs to provide services and what they receive from Medicaid.



Cost Report Requirement

Each eligible, publicly owned/operated EMS transport provider must submit their cost report to the Iowa Department of Human Services by November 30th. The cost report determines the actual costs with providing the transport services. Subject to federal and state audits.

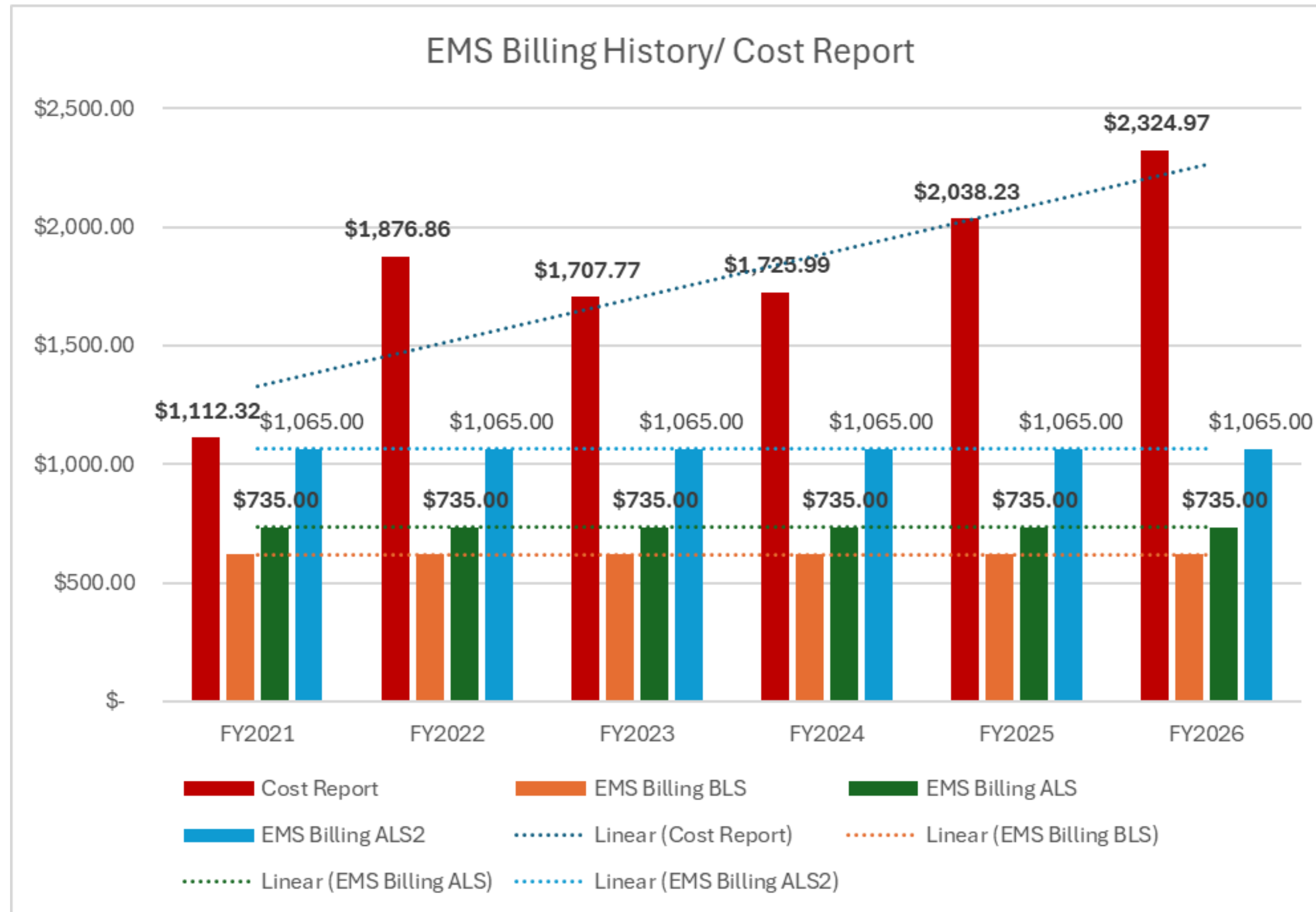


3rd party Cost Report

To Comply with the GEMT program requirements the department contracts with a third-party vendor to complete the annual cost reports (utilize the cost of personnel, equipment, fuel, maintenance, and operational overhead to determine the cost of providing EMS Service). Current Cost report is \$2324.

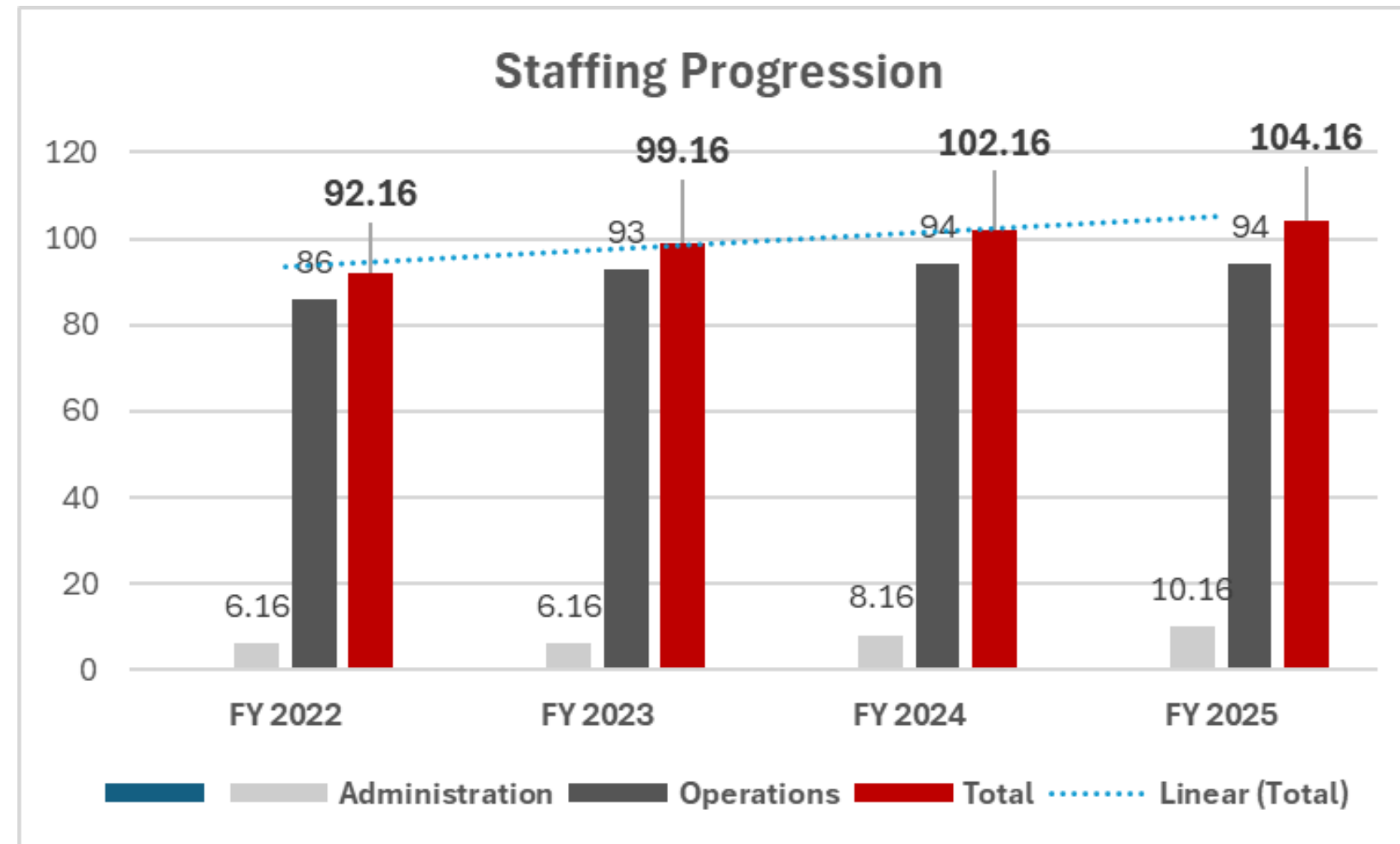
Cost of providing EMS transport \$ 2324 — Current average Medicaid payments are \$114-\$232 = GEMT Payment \$2110-\$2092

History of billing rate adjustments



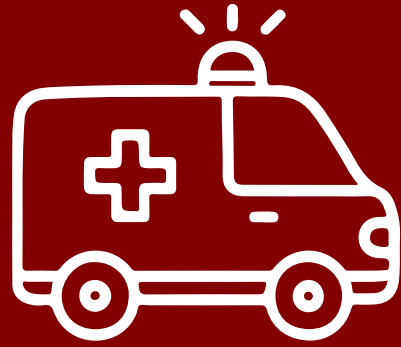
Cost recovery components

Include equipment, personnel, maintenance
Tied to changes in costs of equipment and improvements made in the delivery of services



A summary of the high level investments toward the fire department in the past three years include:

Two fire engines (two additional in FY2028), two ladder trucks, two ambulances, cardiac monitors, intubation equipment upgrades, portable radios, fire station exhaust systems for each station, generators for each station, fire boat replacement, HVAC at headquarters, fire gear replacement for all employees, small vehicle replacement for staff, command vehicle and fire prevention vehicle, bunkroom remodel, technical rescue equipment, pre-plan software, building maintenance at various stations, upcoming CAD implementation.



National and Regional EMS Billing Comparisons

National

National Municipal Rates:

BLS: \$500-\$800 small towns, \$1200-\$2300 Mid size

ALS: \$1200-\$3600

Specialty Care: \$3800-\$4900

State

Average BLS \$855.35

Average ALS \$1037

Average ALS2 \$1403

Regional

Regional Examples:

Illinois: (\$1950-\$3600)

Wisconsin: (\$1500-\$2400)

Minnesota (\$1882-\$2685)

Approximately 50 participated (top 3 for Iowa)

Municipal (35,682 incidents) \$1390 BLS, \$1756 ALS, \$2049 ALS2

Private (6456 incidents) \$1300 BLS, \$1500 ALS, \$2000 ALS2

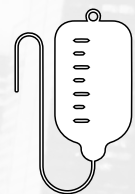
Municipal (1388 incidents) \$1280 BLS, \$1750 ALS, \$2150 ALS2

Recommended EMS Adjustments

Utilizing Annual Cost Report, rates align with actual costs of providing services



BLS \$620 → \$1,162



ALS: Rate \$735 → \$2,324



ALS 2 Rate \$1,065 → \$2324

EMS Billing adjustments expected to generate \$990,000 annually
January- June 2026 \$495,000

Hardship Process

Cost recovery strategies are intended to pursue reimbursements for EMS transports by recovering funds that may already be designated for the purpose.

No one will ever be denied necessary medical transport service or assistance due to an inability to pay or lack of insurance.

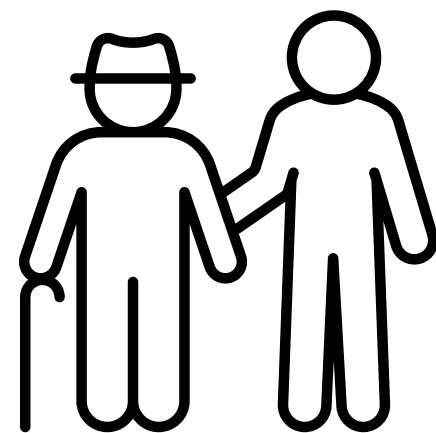
Any resident or non-resident may submit a waiver request for stating a financial hardship. Personal information on financial status will be required as proof. Persons showing income below the poverty level will qualify for waiver of fees based on hardship. The department receives very few requests for hardship.

Current process- Contact the EMS Bureau Chief at 563-589-4160
Currently working on electronic version



AMBULANCE Billing Adjustment Impact

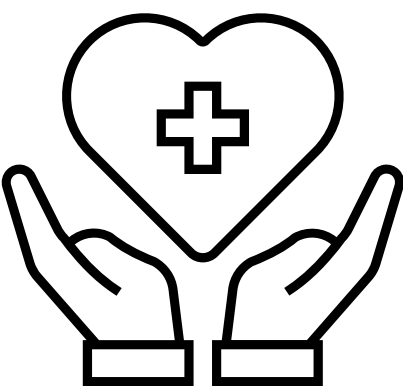
Medicare



52.4%

\$427 BLS, \$507 ALS, \$734 ALS2

Medicaid

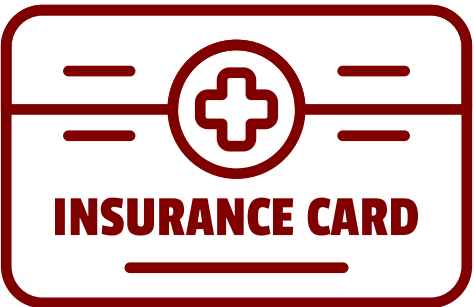


22.5%

\$114 BLS, , \$127 ALS, \$232 ALS2

Insurance

In network and out of network



12.7%

In network Insurance \$620 BLS,
\$735 ALS, \$1065 ALS2

Private Pay



10.2%

Workers Comp/ Other



2%

Adjusted rates would not impact Medicare payments, Medicaid payments, or In-Network Insurance payments

Fire Cost Recovery Billing

01

Vehicle Accidents

03

Hazardous Conditions

From one cost recovery vendor- 18 departments in Iowa, 150 in Illinois, 44 in Wisconsin utilizing Fire Cost Recovery
Iowa Chiefs group discussion presented the topic on MVA (Vehicle accidents)- with most utilizing Hat Mat recovery, several utilizing car fire and vehicle accident recovery through the insurance company- no balance billing to the resident. There was interest in further investigation and review of opportunities to implement.

02

Vehicle Fires

04

Special Rescue
Operations

Expected to generate \$120,000 in cost recovery per year at full implementation.
Rates are established similar to the cost report (equipment, personnel, maintenance).

	Incidents per year	% collected	Amount	Cost recovery	After billing fee
MVA with fluids	115	90	\$520.00	\$53,820.00	\$43,056.00
MVA no fluids	115	30	\$520.00	\$17,940.00	\$14,352.00
Vehicle Fires	13	20	\$605.00	\$1,573.00	\$1,258.00
Fires	116	60	\$500.00	\$34,800.00	\$27,840
Hazardous Conditions	184	60	\$700.00	\$77,280.00	\$61,824.00
Special Rescue	24	60	\$400.00	\$5,760.00	\$4,608.00
Total	567			\$191,173.00	\$120,000-\$125,098

Cost recovery billing takes up to two years for full “at plan” ramp up, year 1 may be 50%, is highly dependent upon incident volume.

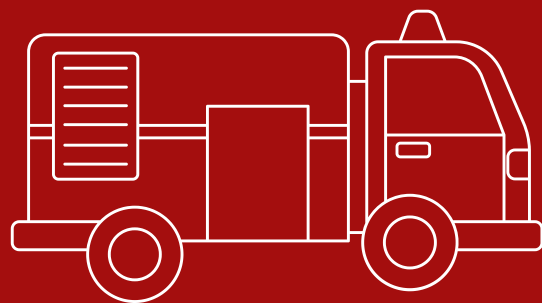
This represents an estimated forecast, vendor not selected.

Anticipated Annual Cost Recovery



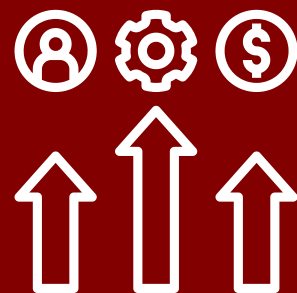
EMS Billing
Adjustments

\$990,000



Added Fire Cost
Recovery

\$120,000



Contract Re-
negotiation

\$77,854



Total Annual
Billing
Improvements

\$1,187,854

Personnel Request

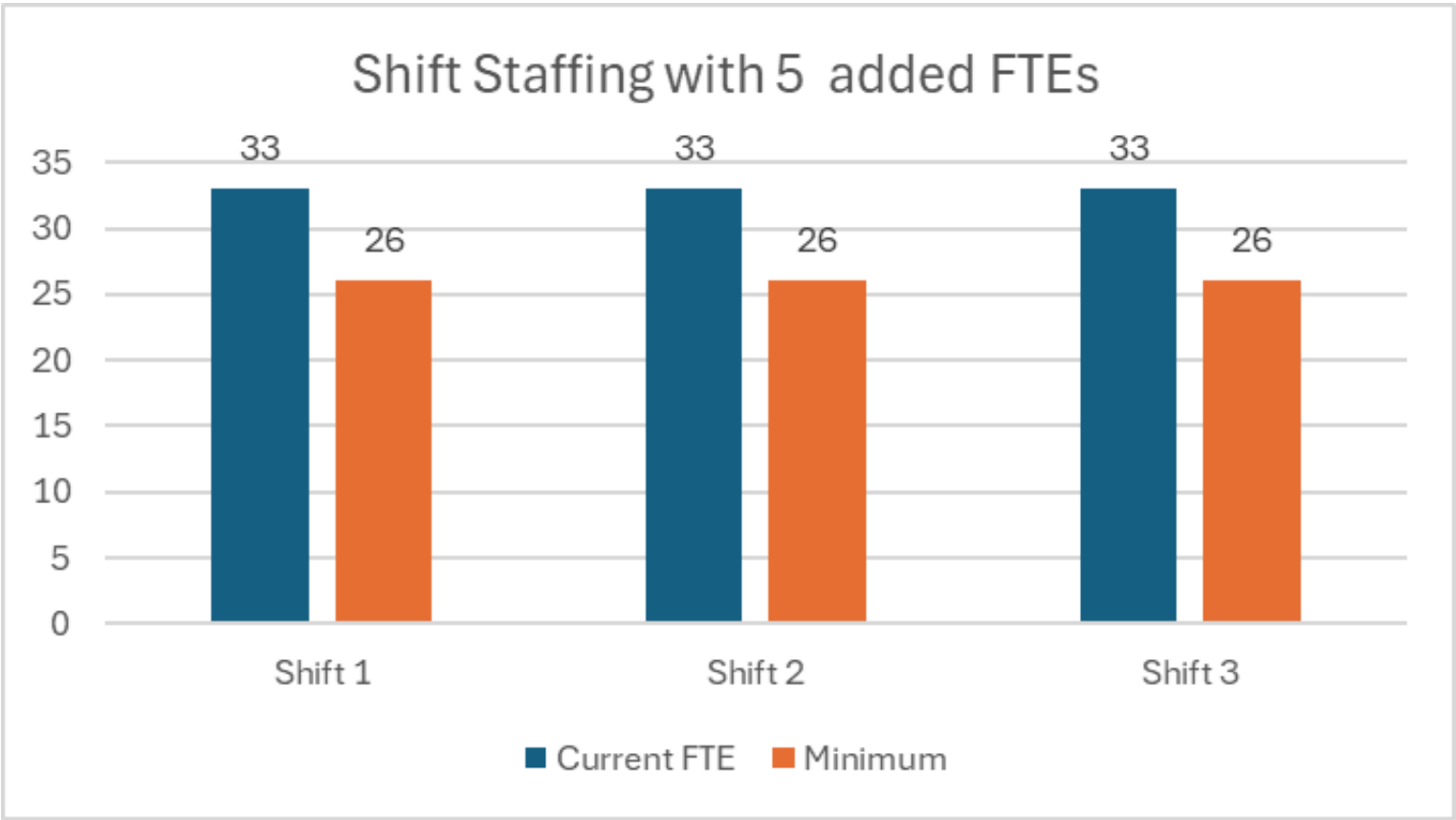
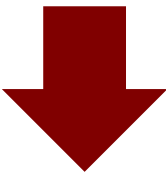
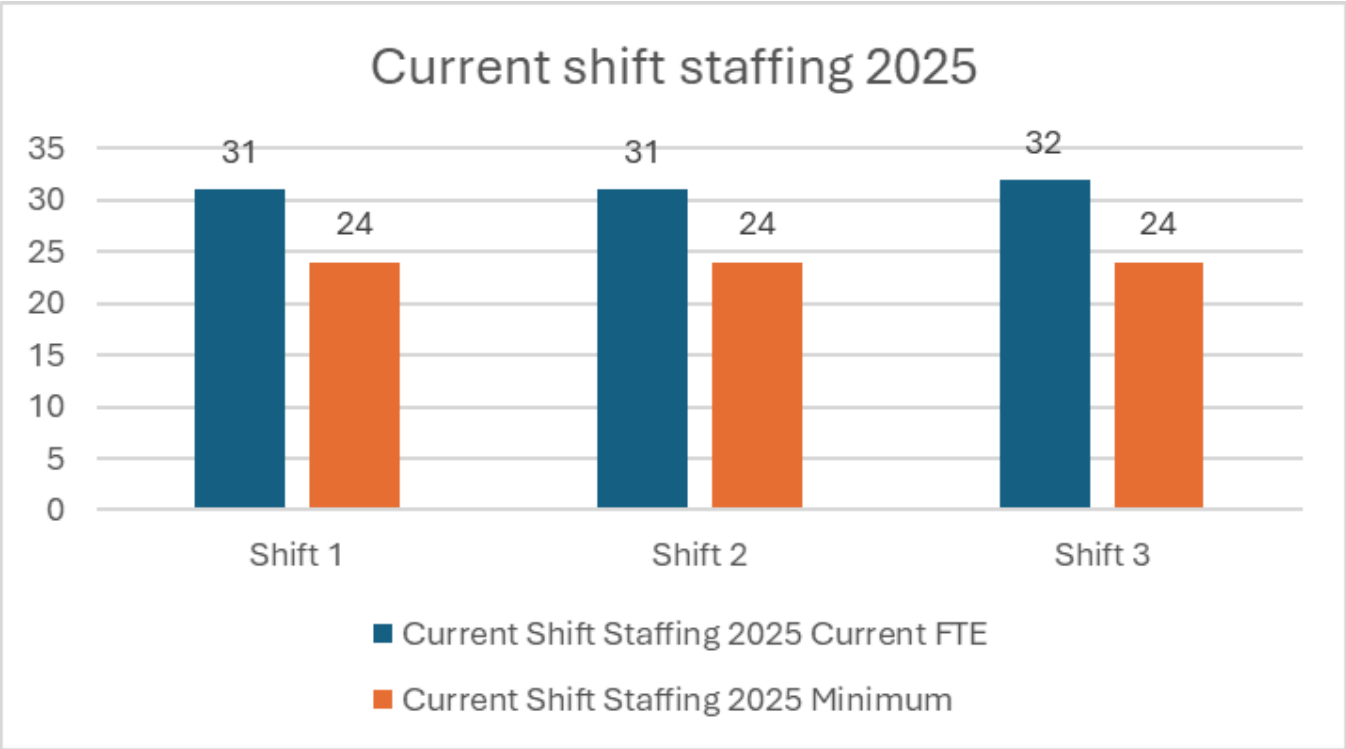


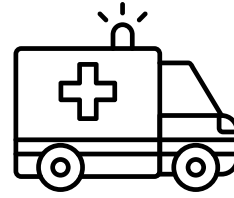
Fire Department Minimum Staffing

City Council Top Priority in 2025-2027

Goal: Increase the minimum staffing operational template where all suppression vehicles have a minimum of 3 personnel at all times and improve days where 4 person staffing is achieved in line with NFPA 1710 standards.

- Request to hire 5 firefighter/ paramedics (EMTs)- Estimated start date April 2026, June 2026 impact on minimum staffing.
- Increase the departments full time equivalent from 104 to 109. 10 Administrative and 99 (94 current) operational personnel.
- Shift staffing will move from 31 to 33 (one shift currently at 32 max staffing, the other two shifts at 31 max staffing)
- Move minimum staffing from 24 to 26 and improve the staffing on two additional suppression vehicles from two personnel to three every day. 4 of the 7 suppression vehicles minimum staffing.

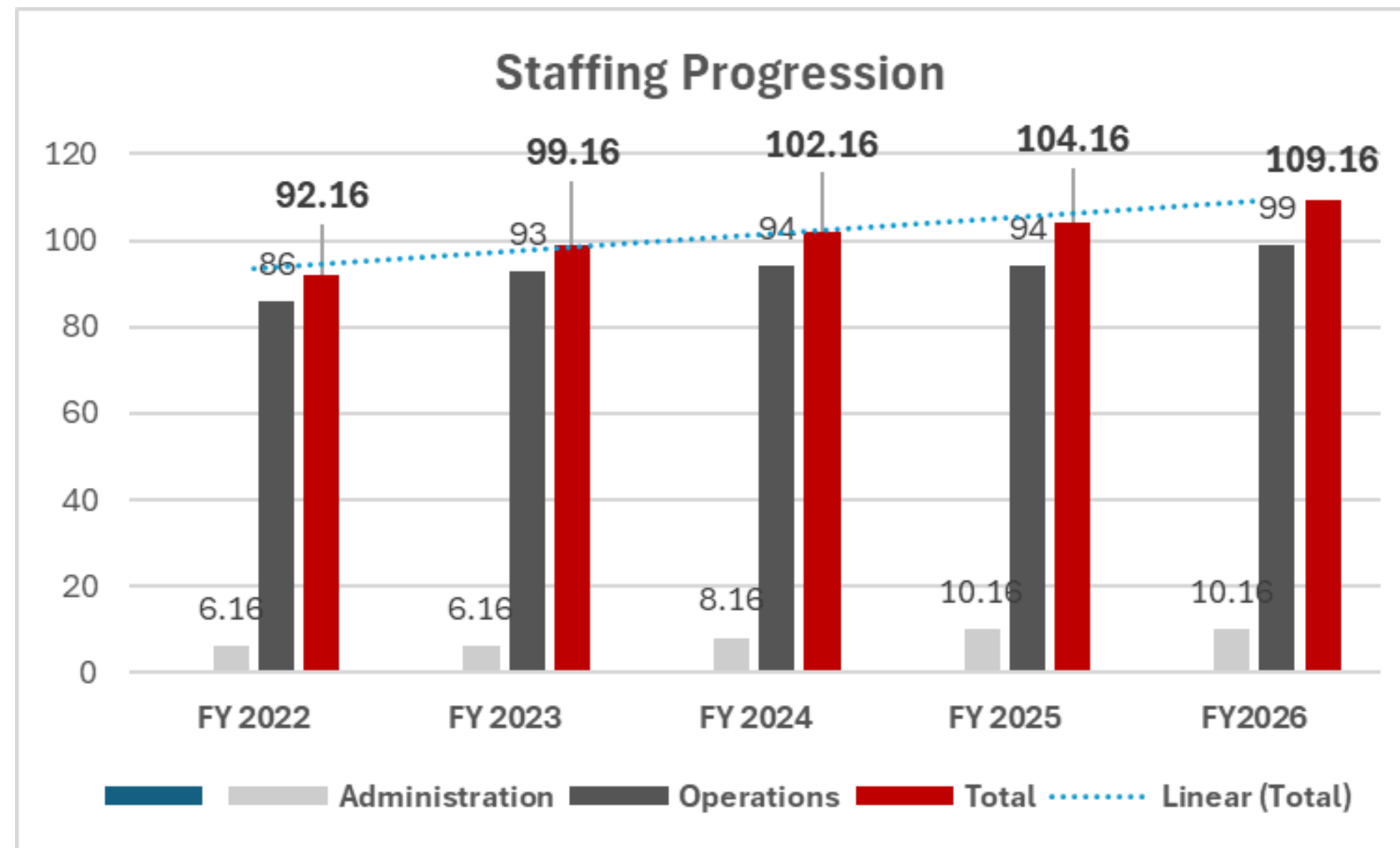




Placed a 3rd ambulance in service



Approval of 5 Firefighter
Paramedic/ EMT positions



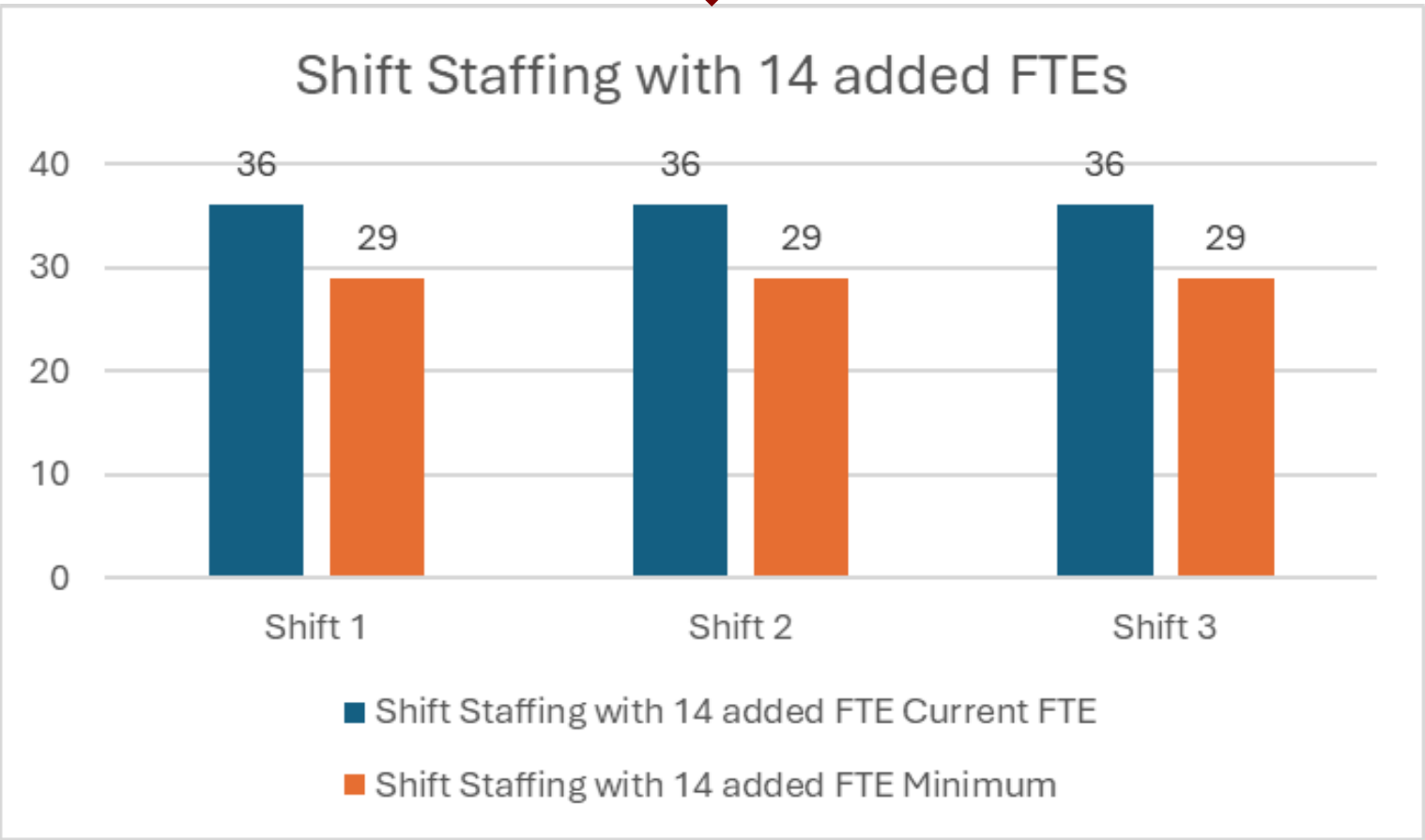
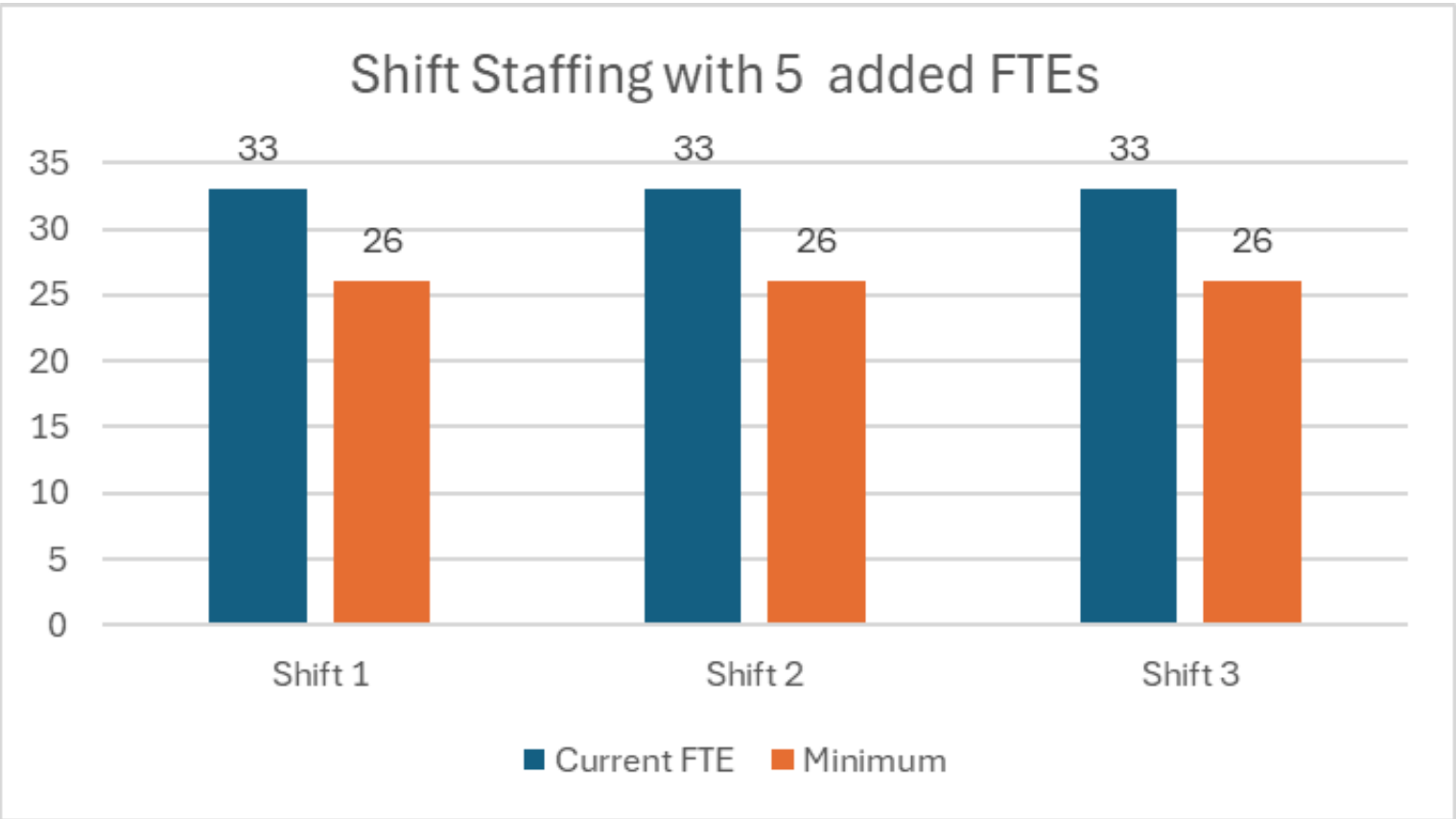
99 = 33 per shift
minimum staffing to 26

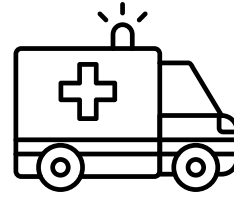
Fire Department Minimum Staffing

FY2027 Additional 9 operational Firefighter/ Paramedic (EMT) Positions
(SAFER GRANT Application)

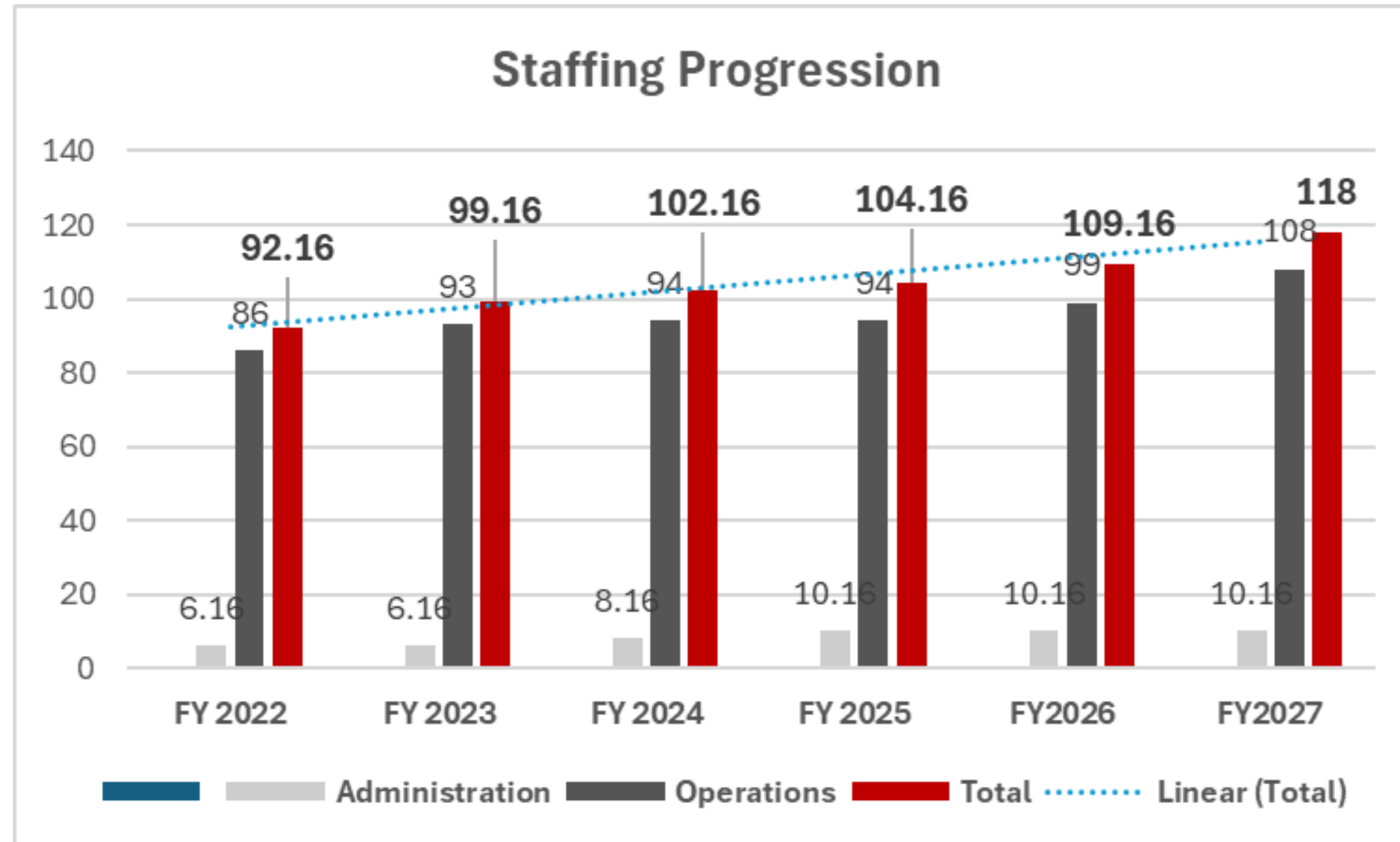
- Request approval under the FY2027 budget process for an additional 9 firefighter/ paramedics (EMTs)- Estimated start in December-March 2026-2027.
- Increase the departments full time equivalent from 109 to 118. 10 Administrative and 108 operational.
- Shift staffing will move from 33 to 36 on each of the 3 shifts
- Move minimum staffing from 26 to 29 and improve the staffing on the final three suppression vehicles to a minimum staffing of three personnel every day

36 personnel represent 4 person staffing and dependent upon scheduled time off currently utilizing 4 available days for benefit time scheduling and remaining days for unscheduled leave (parental, sick, injury, military, bereavement)





**Successful SAFER Grant
9 Firefighter Paramedic/ EMT
Positions**



108 = 36 per shift
Minimum staffing to 29

SAFER Grant Explained



The Department of Homeland Security-Staffing for Adequate Fire and Emergency Response

The SAFER Program provides funding directly to fire departments to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24 hour staffing to provide adequate fire protection from fire and fire related hazards, and to fulfil traditional missions of fire departments.

Program goal: To enhance local fire departments abilities to comply with staffing, response and operational standards established by the National Fire Protection Association (NFPA 1710)

Notice of Funding Opportunity-released 30-45 days prior to grant opening-Information from 2025 NOFO referenced

3 year period of performance after *180 day recruitment period-may begin earlier

Grant funding in year one and two is 75% (City match 25%), Funding in year three is 35% (City match 65%)

Anticipated release of the 2026 NOFO in July-August (dependent upon several factors)

Award notifications in September-October

Targeted hire date of December 2026 Impact on staffing March-May 2027





Firefighter Paramedic/ EMT costs

Costs have been calculated to include all benefits and supplemental Pay for a new firefighter of \$107,571 (benefits accounting for approximately \$37,129) \$70,442 starting salary.

Full cost of 5 personnel \$537,855 FY2027 cost estimates

Full cost of 9 personnel \$968,139 FY2027 cost estimates

Funding and Cost Recovery Breakdown

Fiscal Year	*5 FPM cost	*9 FPM cost	**EMS Billing Rate Adjustments	**Fire Cost Recovery	Contract savings	SAFER Grant revenue beyond Dec 1, 2026	Net annual city cost	Cummulative net city cost
			2.50%	2.50%				
FY2026	\$134,463	\$ -	\$495,000.00	\$ -	\$77,854.00	\$ -	\$ (438,391.00)	\$ (438,391.00)
FY2027	\$537,855.00	\$564,747.00	\$990,000.00	\$60,000.00	\$77,854.00	\$423,560.00	\$ (448,812.00)	\$ (887,203.00)
FY2028	\$580,883.00	\$968,139.00	\$1,014,750.00	\$123,000.00	\$77,854.00	\$726,104.00	\$ (392,686.00)	\$ (1,279,889.00)
FY2029	\$627,354.00	\$1,045,590.00	\$1,040,118.75	\$126,075.00	\$77,854.00	\$440,222.00	\$ (11,325.75)	\$ (1,291,214.75)
FY2030	\$677,542.00	\$1,129,237.00	\$1,066,121.72	\$129,226.88	\$77,854.00	\$57,638.00	\$475,938.41	\$ (815,276.34)
FY2031	\$731,745.00	\$1,219,576.00	\$1,092,774.76	\$132,457.55	\$77,854.00	\$ -	\$648,234.69	\$ (167,041.65)
FY2032	\$790,285.00	\$1,317,142.00	\$1,120,094.13	\$135,768.99	\$77,854.00	\$ -	\$773,709.88	\$606,668.23
FY2033	\$853,508.00	\$1,422,513.00	\$1,148,096.48	\$139,163.21	\$77,854.00	\$ -	\$910,907.31	-
	*Personnel cost increasing 8% a year beginning in FY2028							
	** EMS billing and fire recovery increasing 2.5% beginning in FY2028							

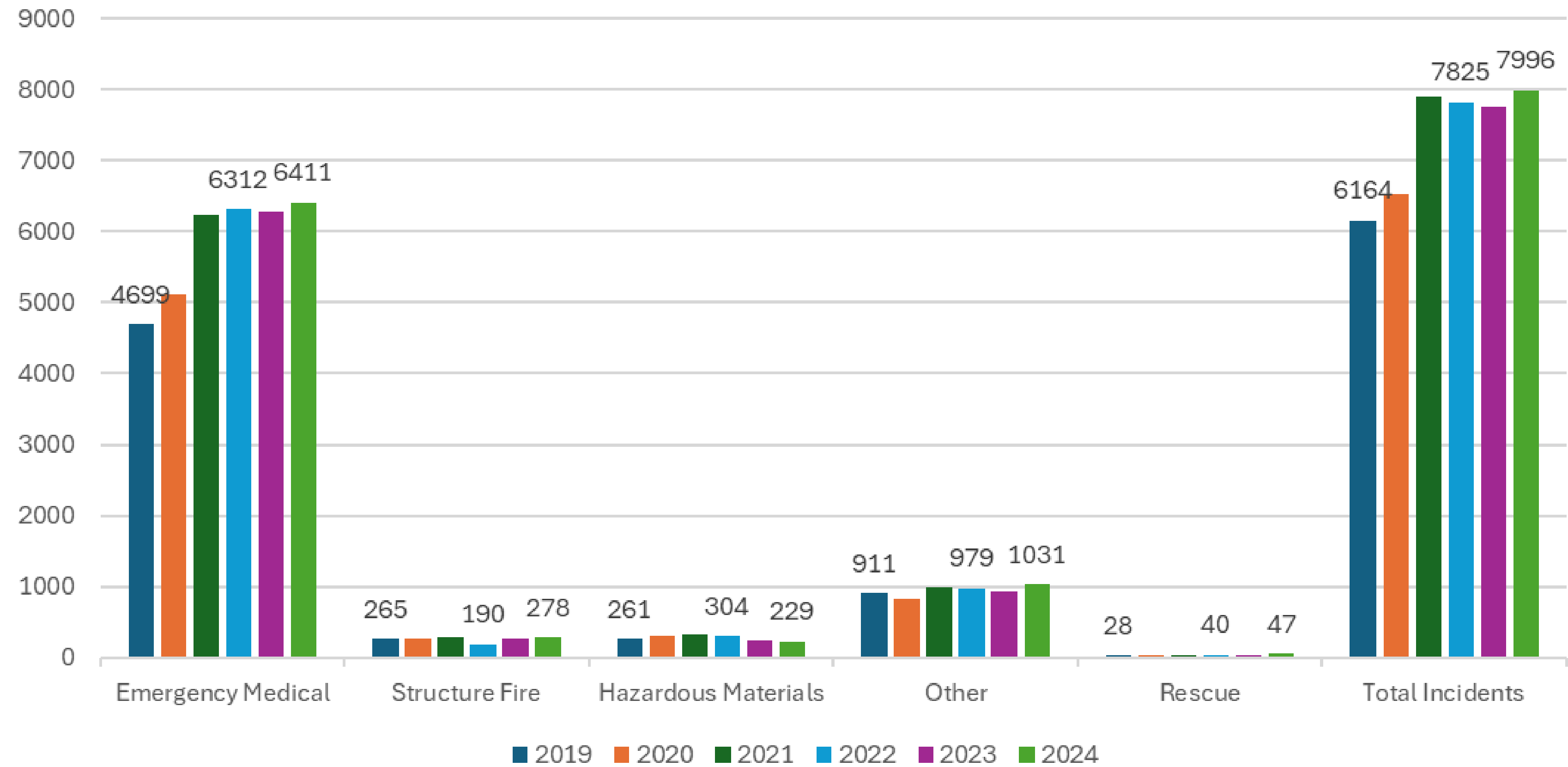
Thank you



Fiscal Year	fy18	fy19	fy20	fy21	fy22	fy23	fy24	fy25	fy26	fy27		
EMS Transport Volume	3509	3512	3663	4245	4920	4951	4904	4973	5023	5073		
Annual Growth Rate		0.10%	4.30%	15.90%	15.90%	0.60%	-0.90%	1.40%			3yr Quarterly Avg. Growth:	1.00%
Ambulance Fee Revenue	\$1,168,118.09	\$1,090,928.69	\$1,375,572.07	\$1,576,466.00	\$1,894,062.08	\$1,717,550.92	\$1,660,443.43	\$1,850,350.95	\$1,770,644.47	\$1,788,350.91		
Average/EMS Call	\$332.89	\$310.63	\$375.53	\$371.37	\$384.97	\$346.91	\$338.59	\$372.08			3yr Average:	\$353
AUDITED COST PER TRANSPORT	\$1,132.15	\$1,112.32	\$1,876.86	\$1,707.77	\$1,725.99	\$2,038.23	\$2,324.97					
GEMT Add-on Rate/transport			\$1,025.40	\$1,008.71	\$1,764.04	\$1,579.13	\$1,596.36	\$1,909.60	\$2,209.18	\$1,905.00	3yr Average:	\$1,905
Medicaid Transports	801	788	985	1070	1176	1147	1075	1105	1117	1129		
Annual Growth Rate		-2%	25%	9%	10%	-2%	-6%	3%			3yr Quarterly Avg. Growth:	1.10%
GEMT Revenue			\$1,010,019.00	\$1,523,439.37	\$2,083,451.26	\$1,844,514.59	\$1,534,267.77	\$1,888,386.73	\$2,467,996.48	\$2,151,590.26		
<i>BLUE</i> = a projection based on performance in previous 12												
Billing Vendor Fee FY27			GEMT Cost Report Fee FY27					GEMT IGT Amount				
Equals 3.5% of Total Revenue			Equals 6% of previous completed fiscal year GEMT revenue					Equals 1/3 of GEMT Revenue				
\$137,897.94			\$125,867.82					\$717,189.58				

	CMS Average Submitted Charge CY2023		
State	Mileage (A0425)	ALS Emergency (A0427)	BLS Emergency (A0429)
Ambulance	\$0.00	\$0.00	\$0.00
Iowa	\$17.44	\$959.26	\$759.79
Missouri	\$16.45	\$1,052.93	\$830.70
South Dakota	\$15.79	\$1,123.92	\$794.83
Nebraska	\$20.08	\$1,148.40	\$785.99
Wyoming	\$31.45	\$1,573.02	\$1,030.07
Illinois	\$23.19	\$1,621.41	\$1,286.59
North Dakota	\$21.68	\$1,639.00	\$1,246.05
Minnesota	\$27.70	\$2,062.05	\$1,387.04
National Average	\$20.50	\$1,318.53	\$983.42
PCC Recommended Rates			
Low	\$18.00	\$1,050.00	\$850.00
High	\$25.00	\$1,600.00	\$1,200.00

Dubuque Fire Department Call Volume



Financial Group	Transports	Actual Gross Chrg	Increased Gross Chrg	ALS2E (\$2324)	ALS2NER	ALSE (\$2324)	ALSNER (\$2324)	BLSE (\$1162)	BLSNER (\$1162)	DOA	TNT	Mileage	Total Paid	Increased Total Paid	Transp Mix	Coll% Gross
ATTORNEY	2	\$1,555.50	\$4,720.79	\$0.00	\$0.00	\$4,648.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72.79	\$0.00	\$0.00	0.04%	0.00%
AUTO LIABILITY	50	\$38,064.32	\$85,483.75	\$0.00	\$0.00	\$51,128.00	\$0.00	\$32,536.00	\$0.00	\$0.00	\$0.00	\$1,819.75	\$27,588.01	\$61,958.62	0.96%	72.48%
FACILITY	1	\$766.41	\$1,198.40	\$0.00	\$0.00	\$0.00	\$0.00	\$1,162.00	\$0.00	\$0.00	\$0.00	\$36.40	\$0.00	\$0.00	0.02%	0.00%
INSURANCE	422	\$322,681.58	\$865,840.36	\$8,134.00	\$0.00	\$719,045.60	\$4,880.40	\$112,249.20	\$3,253.60	\$1,882.92	\$1,035.96	\$15,358.69	\$255,033.20	\$684,360.22	8.05%	79.04%
WELMARK BCBS	180	\$138,292.10	\$138,292.10	\$1,756.30	\$0.00	\$106,019.04	\$678.17	\$27,805.17	\$782.48	\$806.96	\$443.98		\$109,299.94	\$109,306.08	3.45%	79.04%
MEDICAID	26	\$39,628.82	\$39,628.82	\$0.00	\$0.00	\$20,389.22	\$0.00	\$19,239.60	\$0.00	\$0.00	\$0.00		\$15,162.36	\$15,161.99	0.50%	38.26%
MEDICAID HMO	1103	\$2,841,516.33	\$2,841,516.33	\$18,137.79	\$0.00	\$1,914,837.35	\$820.50	\$895,753.97	\$8,679.37	\$602.47	\$2,684.88		\$2,116,307.57	\$2,116,361.36	21.07%	74.48%
MEDICARE	1659	\$1,245,395.18	\$1,245,395.18	\$20,677.45	\$0.00	\$897,008.89	\$2,309.03	\$249,010.93	\$64,504.18	\$8,584.70	\$3,300.00		\$742,756.14	\$742,753.69	31.70%	59.64%
MEDICARE HMO	1206	\$899,387.71	\$899,387.71	\$9,088.75	\$0.00	\$644,573.21	\$0.00	\$202,775.66	\$39,485.78	\$1,984.37	\$1,479.94		\$510,831.92	\$510,852.22	23.04%	56.80%
MILITARY	2	\$1,556.93	\$4,720.79	\$0.00	\$0.00	\$4,648.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$72.79	\$1,053.68	\$3,195.03	0.04%	67.68%
PATIENT	506	\$370,952.97	\$990,730.28	\$20,916.00	\$0.00	\$778,540.00	\$0.00	\$158,032.00	\$8,134.00	\$2,017.41	\$4,675.00	\$18,415.87	\$10,521.20	\$28,136.74	9.67%	2.84%
VETERANS ADMINISTRATION	49	\$37,850.14	\$100,553.36	\$0.00	\$0.00	\$83,664.00	\$0.00	\$12,782.00	\$2,324.00	\$0.00	\$0.00	\$1,783.36	\$34,099.30	\$90,588.52	0.94%	90.09%
WORKERS COMP	28	\$21,500.25	\$59,119.06	\$0.00	\$0.00	\$51,128.00	\$0.00	\$6,972.00	\$0.00	\$0.00	\$0.00	\$1,019.06	\$14,237.23	\$39,148.64	0.53%	66.22%
Grand Total	5234	\$5,959,148.24	\$7,259,299.30	\$78,710.29	\$0.00	\$5,275,629.31	\$8,688.10	\$1,718,318.53	\$127,163.41	\$15,878.83	\$13,619.76	\$21,291.08	\$3,836,890.55	\$4,674,262.82	100.00%	64.39%
														\$837,372.27		

FIRE DEPARTMENT

Budget Highlights	FY 2024 Actual	FY 2025 Budget	FY 2026 Requested	% Change From FY 2025 Budget
<u>Expenses</u>				
Employee Expense	\$12,602,641	\$13,885,953	\$13,966,001	0.6 %
Supplies and Services	\$ 1,954,995	\$ 2,657,900	\$ 2,803,100	5.5 %
Machinery and Equipment	\$ 66,939	\$ 324,116	\$ 185,150	(42.9)%
Debt Service	\$ 398,503	\$ 555,356	\$ 908,244	63.5 %
Total Expenses	<u>\$15,023,078</u>	<u>\$17,423,325</u>	<u>\$17,862,495</u>	<u>2.5 %</u>
<u>Resources</u>				
Operating Revenue	\$ 3,475,842	\$ 4,680,634	\$ 4,327,373	(7.5)%
DRA Gaming Abated Debt	\$ 17,618	\$ 19,449	\$ 19,850	2.1 %
Sales Tax Abated Debt	\$ 282,071	\$ 437,975	\$ 792,973	81.1 %
Total Resources	<u>\$ 3,775,531</u>	<u>\$ 5,138,058</u>	<u>\$ 5,140,196</u>	<u>— %</u>
Property Tax Support	\$11,247,547	\$12,285,267	\$12,722,299	437,032
Percent Increase (Decrease)				3.6 %
Personnel - Authorized FTE	101.16	104.16	104.16	

BLS (NE) A0428	BLS (E) A0429	ALS1 (NE) A0426	ALS1 (E) A0427	ALS2 A0433
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Metro/Rural Mileage

Medicare 2025			\$427.57	\$320.68	\$507.74	\$734.88	\$868.50					\$9.15	
Iowa Medicaid 2025			\$114.30	\$101.60	\$127.01	\$232.84	\$232.84	\$19.58				\$2.61	
Illinois Medicaid (Rock Island County)			\$142.63	\$222.31	\$222.31	\$222.31	\$289.91					\$5.60	
Wellmark 2025			\$620.00	\$465.00	\$735.00	\$1,065.00	\$1,258.00				\$678.00	\$14.00	
	Average	\$666.60	\$855.35	\$857.18	\$1,037.83	\$1,403.71	\$1,702.90	\$62.75	\$296.11		\$246.19	\$18.94	
	Median	\$620.00	\$760.00	\$755.00	\$962.90	\$1,311.00	\$1,509.01	\$51.00	\$300.00		\$250.00	\$18.00	

**City of Dubuque
City Council**

ACTION ITEMS # 3.

ITEM TITLE:	Award of Public Improvement Construction Contract — Comiskey Park Phase 2 Redevelopment Project
SUMMARY:	City Manager recommending City Council adopt the attached resolution to approve the Comiskey Park Phase 2 Redevelopment Project and award the Public Improvement Construction Contract to Portzen Construction in the amount of \$2,515,000.00, 25.5% under the engineer's estimate. RESOLUTION Awarding The Public Improvement Construction Contract For The Comiskey Park Phase 2 Redevelopment Project
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	
	1. MVM Memo
	2. Staff Memo
	3. Resolution
	4. Award Recommendation Letter

TO: The Honorable Mayor and City Council Members

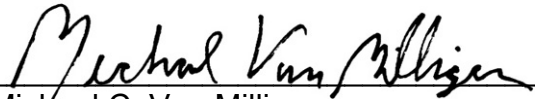
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Award of Public Improvement Construction Contract - Comiskey Park
Phase 2 Redevelopment Project

DATE: November 24, 2025

Parks and Recreation Director Matthew Kalcevich is recommending City Council adopt the attached resolution to approve the Comiskey Park Phase 2 Redevelopment Project and award the Public Improvement Construction Contract to Portzen Construction in the amount of \$2,515,000.00, 25.5% under the engineer's estimate.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Matthew Kalcevich, Parks and Recreation Director
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Steve Fehsal, Park Division Manager
Marie Ware, Acting Project and Facilities Manager

TO: Michael C. Van Milligen, City Manager
FROM: Matthew K. Kalcevich, Parks and Recreation Director
DATE: November 24, 2025
RE: Award of Public Improvement Construction Contract - Comiskey Park
Phase 2 Redevelopment Project

INTRODUCTION

This memorandum is to provide information to the City Council recommending the award of the Public Improvement Construction Contract for the Comiskey Park Phase 2 Redevelopment Project.

BACKGROUND

Reimagine Comiskey Phase 1 project included a new playground, splash pad, a basketball court, walkway additions, seating walls, park amenities like litter receptacles, bike racks, picnic tables, etc., one small and one larger shade picnic shelters, trees, landscaping, bioswale, native seeding, and other improvements. June 29, 2023 Reimagine Comiskey Park Phase 1 opened to the public.

The Phase 1 project had a variety of funding sources. The City of Dubuque was awarded a \$508,000 Land and Water Conservation Fund Outdoor Recreation Legacy Partnership Program grant from the National Park Service to expand outdoor recreational opportunities in the park. That grant was matched with City of Dubuque capital improvement funding in the amount of \$1,393,545 and Housing and Urban Development Community Development Block grant funding in the amount of \$429,480. The Wellmark Foundation awarded the project \$100,000 as a part of Wellmark's Large MATCH Grant Program, used toward the addition of a splash pad and expansion of basketball courts at the park and a \$25,000 America In Bloom/CN EcoConnexions From the Ground Up grants for trees, native forbes, and grass seed, shrubs, and flowers. The total project cost of Phase 1 was \$2,456,025.

During Phase 1 construction staff began searching for grants to assist with Phase 2 funding. The Outdoor Recreation Legacy Partnership (ORLP) program assisted in funding Phase 1. Prior to round 7 funding, communities were not eligible to reapply for a second grant on the same property. The round 7 Notice of Funding Opportunity

(NOFO) for ORLP was changed to allow this, making it a grant that could be sought again. The City Council approved the ORLP application for Reimagine Comiskey Phase 2 at their March 4, 2024 City Council meeting and approved the grant agreement after grant award at their September 15, 2025 meeting.

DISCUSSION

Outdoor Recreation Legacy Partnership (ORLP) funding will support recreational improvements at Comiskey Park in Dubuque, Iowa. National Park Service (NPS) resources will benefit people who live in Census Tract 19061000500, with 24.1% poverty (compared to 12.5% nationally), a median household income of \$37,952 (less than the national level of \$75,149), and a significant minority population (23.7%). Federal investment will support:

- Construction of two additional full-size basketball courts;
- Development of new shaded picnic areas;
- Replacement of an older basketball court, skate spot, and tennis court with a multi-use playing field;
- Building trails and providing lighting throughout the park;
- Establishment of a new park entryway;
- Creation of a 53-stall parking lot; and
- Additional landscaping including trees and native plantings

Rehabilitation of Comiskey Park will complete the transformation of this well-loved and well-used public space. The proposed improvements are a result of the extensive [“Re-Imagine Comiskey” community engagement process](#) (supported with a previous ORLP grant) that involved input sessions, focus groups, community surveys, and a music-infused Hip Hop PARKitecture workshop designed for children ages 10-17. Key planning participants included local neighborhood associations, the Dubuque Community School District youth, youth organizations, and non-profit community partners.

Community Development Block Grant funding was used for the work by the architectural and engineering consultant to prepare the bid specifications. These funds are administered by the Housing and Community Development Department.

Saiki Design prepared 100% plans and specifications for the park redevelopment. The plans and specifications were reviewed and approved by the City’s Development Review Team. The project completion date is September 30, 2026.

BUDGET IMPACT

The City Council approved \$1,697,000 in G.O. Debt funding (Greater Downtown TIF) for the Comiskey Park Phase 2 redevelopment in the current FY 26 budget. The FY 26 budget amendment #1 contained \$6,848 needed to match the final grant award. CDBG funding in the amount of \$276,851 has been used for planning and design with

expenses retroactive to the project. This allowed the fast turnaround from receiving the grant agreement. The city funding is being used to match the \$1,980,699 National Park Service Outdoor Recreation Legacy grant.

BID RESULTS

The City received sealed bids on November 24, 2025 for the Comiskey Park Phase 2 Redevelopment Project. The estimate of probable cost prepared by Saiki Design for the construction portion of the project is \$3,376,900.00. Portzen Construction Inc. of Dubuque, Iowa submitted the low base bid in the amount of \$2,515,000.00. Saiki Design recommends Portzen Construction Inc. as the lowest, responsive, responsible bidder.

Contractor Name	Base Bid
Portzen Construction Inc.	\$2,515,000.00
Valentine Construction Co.	\$2,527,850.00
Tricon Construction Group	\$2,725,000.00

The total current project budget available for design, engineering, construction, survey, construction inspection, project management, and contingency is as follows:

Project Number 3049900001	\$3,961,397
Relmagine Comiskey Development	

RECOMMENDATION

I respectfully request Mayor and City Council adopt the attached resolution to approve the Comiskey Park Phase 2 Redevelopment Project and award the Public Improvement Construction Contract in the amount of \$2,515,000.00.

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

cc: Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Steve Fehsal, Park Division Manager

Attachment: Resolution

RESOLUTION NO. ____-25

**AWARDING THE PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT FOR THE
COMISKEY PARK PHASE 2 REDEVELOPMENT PROJECT**

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

Whereas, sealed proposals have been submitted by contractors for the Comiskey Park Phase 2 Redevelopment Project, pursuant to Resolution No. 375-25 and Notice to Bidders on the 4th day of November 2025.

Whereas, said sealed proposals were opened and read on the 24th day of November 2025, and it has been determined that Portzen Construction Inc., of Dubuque, Iowa, with a bid in the amount of \$2,515,000.00, is the lowest responsive, responsible bidder for the Project.

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

That a Public Improvement Contract for the Project is hereby awarded to Portzen Construction Inc. and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, approved, and adopted this 1st day of December 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

November 24, 2025

Transmitted Via Email

Marie Ware, Acting Project and Facilities Manager, Parks and Recreation Department // City of Dubuque

Re: Comiskey Park Phase 2 Redevelopment Project - Award Recommendation

Dear Marie,

On November 24, 2025, the City of Dubuque publicly opened bids for the Comiskey Park Phase 2 Redevelopment Project. A total of three bids were received. Following the bid opening, our team reviewed the bid documents for completeness, accuracy, and compliance with the project's contract requirements.

Based on our review, Portzen Construction, Inc. submitted the apparent low bid in the amount of \$2,515,000, which is below the engineer's estimate of \$3,376,900. We verified that their bid includes all required documentation, including acknowledgement of all addenda, properly executed bid forms, unit prices, and bonds. No material irregularities were identified during our review.

We recommend that the City of Dubuque award the contract for the Comiskey Park Phase 2 Redevelopment Project to Portzen Construction, Inc. in the amount of \$2,515,000, pending the City's final legal and procurement review.

Please feel free to contact us if you need additional information or further analysis of the bids. We appreciate the opportunity to assist with this project.

Sincerely,



Abbie Moilien, Managing Principal // Saiki Design

**City of Dubuque
City Council**

ACTION ITEMS # 4.

ITEM TITLE: Repeal of Amendments to City Code Title 2, Chapter 5 - Housing Commission

SUMMARY: City Attorney and City Clerk recommending repeal of Ordinance 33-24, adopted on June 17, 2024, to undo the inadvertent deletion of some required language to Title 2, Chapter 5 of the code of ordinances.
ORDINANCE Amending City Of Dubuque Code Of Ordinances Title 2 Boards And Commissions, Chapter 5 Housing Agency And Community Development Commissions By Repealing Ordinance 33-24

SUGGESTED DISPOSITION: Receive and File; Motion B; Motion A

ATTACHMENTS:

1. Staff Memo
2. Ordinance
3. Ordinance 33-24 (Language Requesting to Repeal)_Uploaded 11.30.25
4. Ordinance 54-23 (Ordinance that will be in effect if repeal of Ordinance No 33-24 is adopted)_Uploaded 11.30.25

TO: The Honorable Mayor and City Council Members

FROM: Crenna M. Brumwell, City Attorney & Adrienne N. Breitfelder, City Clerk

SUBJECT: Repeal of Amendments to City Code Title 2, Chapter 5 – Housing Commission

DATE: October 16, 2025

City Clerk Adrienne Breitfelder and I are recommending repeal of Ordinance 33-24 adopted on June 17, 2024. Recently, it was discovered our codifiers hadn't incorporated earlier amendments of Title 2, Chapter 5 of the code of ordinances when Ordinance 33-24 was updated. This resulted in the elimination of some required language within the code. At this time, we're recommending repeal of Ordinance 33-24 to undo that inadvertent deletion.

We anticipate reviewing and updating the language later in 2025 or in early 2026 after consulting with the new Housing & Community Development Director, a position which will be advertised in the near future.

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

Attachment

cc: Sandi Fowler, Acting Housing & Community Development Director
Cori Burbach, Assistant City Manager

ORDINANCE NO. ____ -25

AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 2 BOARDS AND COMMISSIONS, CHAPTER 5 HOUSING AGENCY AND COMMUNITY DEVELOPMENT COMMISSIONS BY REPEALING ORDINANCE 33-24

WHEREAS, a code update to Title 2, Chapter 5 occurred in 2024 as a matter of routine cleanup and reorganization for consistency; and

WHEREAS, it was recently discovered the City's codifiers had not updated the code with a prior amendment at the time Ordinance 33-24 was adopted on June 17, 2024; and

WHEREAS, the adoption of Ordinance No. 33-24 inadvertently eliminated some required language within the Code of Ordinances, and a repeal of Ordinance No. 33-24 will revert to the prior version containing the required language; and

WHEREAS, Title 2, Chapter 5 will be reviewed for routine cleanup and updates upon the hiring of the new Housing & Community Development Director.

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

Section 1. City of Dubuque Code of Ordinances, Ordinance 33-24 is repealed.

Section 2. This Ordinance takes effect upon publication.

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitsfelder, City Clerk

ORDINANCE NO. 33 - 24

AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 2 BOARDS AND COMMISSIONS, CHAPTER 5 HOUSING AGENCY AND COMMUNITY DEVELOPMENT COMMISSIONS, ARTICLE B HOUSING COMMISSION

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

Section 1. Title 2, Chapter 5, Article B of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

....

2-5B-5: MEMBERSHIP:

- A. Number: The commission comprises ten (10) residents of the city.
- B. Special Qualifications:
 - 1. At least three (3) members must be appointed specifically on the basis of experience in real estate development, banking, finance, accounting, funds management, or other related areas of expertise.
 - 2. One (1) member must be a person who is a recipient of tenant based rental assistance under section 8 of the United States Housing Act of 1937, whose name appears on a lease of section 8 property. If such member ceases to be a recipient of rental assistance under section 8, the term of such member is deemed terminated and a new member who meets the requirements of this subsection must be appointed for the remainder of the term.
 - 3. The remaining members are at-large members.
 - 4. Cross-Representation:
 - a. One (1) member must be appointed by the commission, with city council approval, to serve on the community development advisory commission.
 - b. One (1) member must be appointed by the commission, with city council approval, to serve on the long range planning advisory commission.

2-5B-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.

....

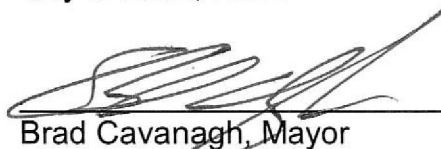
2-5B-10: MEETINGS:

- 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: Six (6) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution.

....

Section 2. This ordinance shall take effect July 1, 2024.

Passed, approved, and adopted this 17th day of June, 2024.


Brad Cavanagh, Mayor

Attest:

Adrienne Breitfelder
Adrienne Breitfelder, City Clerk

EFFECT OF AMENDMENT

....

2-5B-5: MEMBERSHIP:

A. Number: The commission comprises ten (10) residents of the city.

B. Special Qualifications:

1. At least three (3) members must be appointed specifically on the basis of experience in real estate development, banking, finance, accounting, funds management, or other related areas of expertise.

2. One (1) member must be a person who is a recipient of tenant based rental assistance under section 8 of the United States Housing Act of 1937, whose name appears on a lease of section 8 property. If such member ceases to be a recipient of rental assistance under section 8, the term of such member is deemed terminated and a new member who meets the requirements of this subsection must be appointed for the remainder of the term.

3. The remaining members are at-large members.

4. Cross-Representation:

a. One (1) member must be appointed by the commission, with city council approval, to serve on the community development advisory commission.

b. One (1) member must be appointed by the commission, with city council approval, to serve on the long range planning advisory commission.

2-5B-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.

....

2-5B-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: Six (6) 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.

.....

ORDINANCE NO. 54 - 23

AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 2 BOARDS AND COMMISSIONS, CHAPTER 5 HOUSING AGENCY AND COMMUNITY DEVELOPMENT COMMISSIONS, ARTICLE B HOUSING COMMISSION, SECTIONS 2-5B-5 MEMBERSHIP AND 2-5B-13 POWERS

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

Section 1. Section 2-5B-5 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

2-5B-5: MEMBERSHIP:

- A. Number: The commission comprises ten (10) residents of the city.
- B. Age: Residents must be eighteen (18) years of age or older.
- C. Special Qualifications:
 - 1. At least three (3) members must be selected specifically on the basis of experience in real estate development, banking, finance, accounting, funds management, or other related areas of expertise.
 - 2. One (1) member must be a person who is a recipient of tenant based rental assistance under section 8 of the United States Housing Act of 1937, whose name appears on a lease of section 8 property. If such member ceases to be a recipient of rental assistance under section 8, the term of such member is deemed terminated and a new member who meets the requirements of this subsection must be appointed for the remainder of the term.
 - 3. The remaining members are at-large members.
 - 4. No property owner or landlord accepting Housing Choice Vouchers may serve pursuant to 24 CFR 982.161 and Section 18 of the Annual Contributions Contract.
 - 5. Cross-Representation:
 - a. One (1) member must be appointed by the commission, with city council approval, to serve on the community development advisory commission.

- b. One (1) member must be appointed by the commission, with city council concurrence, to serve on the long range planning advisory commission.

Section 2. Section 2-5B-13 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

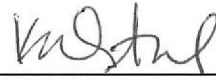
2-5B-13: POWERS:

The commission has the following powers, duties, and responsibilities:

- A. To contribute as appropriate in the planning, coordinating, and review of housing development;
- B. To conduct public hearings to ensure meaningful citizen input in the planning, implementation, and assessment of the city's housing programs;
- C. To provide for and encourage the participation of low and moderate income persons in the planning, implementation, and assessment of housing programs;
- D. To provide input into the community planning process and to assist in accomplishing a coordinated and consistent housing development program of the city in accordance with present and future housing needs;
- E. To request and review ongoing surveys assessing housing needs and identifying future community housing needs, particularly the needs of persons of low and moderate income;
- F. To support the efforts of the city council and other city commissions in the assessment of the general housing needs of the community;
- G. To undertake from time to time other specific ongoing housing planning which may be referred to it by the city council;
- H. To research and recommend to the city council policies and programs facilitating the development of affordable housing;
- I. To undertake public information efforts to educate citizens of the availability of federal, state, and locally funded housing assistance programs;
- J. To assist in the preparation of the housing element of the city comprehensive plan and the annual consolidated plan; and
- K. Undertake such additional duties, upon the request of the City Council.

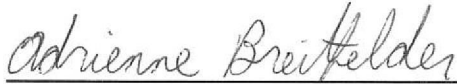
Section 3. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 4th day of December, 2023.



Katy A. Wethal, Mayor Pro Tem

Attest:



Adrienne Breitfelder, City Clerk

EFFECT OF AMENDMENT

2-5B-5: MEMBERSHIP:

- A. Number: The commission comprises ten (10) residents of the city.
- B. Age: Residents must be eighteen (18) years of age or older.
- C. Special Qualifications:
 - 1. At least three (3) members must be selected specifically on the basis of experience in real estate development, banking, finance, accounting, funds management, or other related areas of expertise.
 - 2. One (1) member must be a person who is a recipient of tenant based rental assistance under section 8 of the United States Housing Act of 1937, whose name appears on a lease of section 8 property. If such member ceases to be a recipient of rental assistance under section 8, the term of such member is deemed terminated and a new member who meets the requirements of this subsection must be appointed for the remainder of the term.
 - 3. The remaining members are at-large members.
 - 4. No property owner or landlord accepting Housing Choice Vouchers may serve pursuant to 24 CFR 982.161 and Section 18 of the Annual Contributions Contract.
 - 5. Cross-Representation:
 - a. One (1) member must be appointed by the commission, with city council approval, to serve on the community development advisory commission.
 - b. One (1) member must be appointed by the commission, with city council concurrence, to serve on the long range planning advisory commission.

2-5B-13: POWERS:

The commission has the following powers, duties, and responsibilities:

- A. To contribute as appropriate in the planning, coordinating, and review of housing development;
- B. To conduct public hearings to ensure meaningful citizen input in the planning, implementation, and assessment of the city's housing programs;

- C. To provide for and encourage the participation of low and moderate income persons in the planning, implementation, and assessment of housing programs;
- D. To provide input into the community planning process and to assist in accomplishing a coordinated and consistent housing development program of the city in accordance with present and future housing needs;
- E. To request and review ongoing surveys assessing housing needs and identifying future community housing needs, particularly the needs of persons of low and moderate income;
- F. To support the efforts of the city council and other city commissions in the assessment of the general housing needs of the community;
- G. To undertake from time to time other specific ongoing housing planning which may be referred to it by the city council;
- H. To research and recommend to the city council policies and programs facilitating the development of affordable housing;
- I. To undertake public information efforts to educate citizens of the availability of federal, state, and locally funded housing assistance programs;
- J. To assist in the preparation of the housing element of the city comprehensive plan and the annual consolidated plan; and
- K. Undertake such additional duties, upon the request of the City Council.

**City of Dubuque
City Council**

ACTION ITEMS # 5.

ITEM TITLE:	Proposed Amendment to Arts & Cultural Affairs Advisory Commission Ordinance Regarding Membership
SUMMARY:	City Manager recommending City Council approval of the proposed amendment to the ordinance governing the City's Arts & Cultural Affairs Advisory Commission. The amendment seeks to address the current commissioner special qualifications. ORDINANCE Amending City Of Dubuque Code Of Ordinances Title 2 Boards And Commissions, Chapter 8 Arts And Cultural Affairs Advisory Commission, Section 5 Membership
SUGGESTED DISPOSITION:	Receive and File; Motion B; Motion A
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Ordinance

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

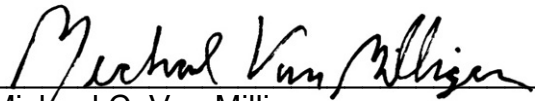
SUBJECT: Proposed Amendment to Arts & Cultural Affairs Advisory Commission Ordinance Regarding Membership

DATE: November 24, 2025

Arts & Cultural Affairs Manager Bonnie Spurling is recommending City Council approval of the proposed amendment to the ordinance governing the City's Arts & Cultural Affairs Advisory Commission. The amendment, as prepared by the City Attorney's Office and approved by the Arts & Cultural Affairs Advisory Commission, seeks to address the current commissioner special qualifications.

There is no budget impact associated with the approval of this amendment.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director
Bonnie Spurling, Arts & Cultural Affairs Manager

TO: Mike Van Milligen, City Manager

FROM: Bonnie Spurling, Arts & Cultural Affairs Manager

SUBJECT: Proposed Amendment to Arts & Cultural Affairs Advisory Commission Ordinance Regarding Membership

DATE: November 19, 2025

INTRODUCTION

The memorandum presents a proposed amendment to the ordinance governing the City's Arts & Cultural Affairs Advisory Commission. The amendment, as prepared by the City's Legal Department office and approved by the Arts & Cultural Affairs Advisory Commission, seeks to address the current commissioner special qualifications.

BACKGROUND

As noted in the Arts & Cultural Affairs Advisory Commission's (the Commission) current ordinance, it is comprised of seven (7) members, all appointed by the City Council. All members must be residents of the city with positions available based on the following special qualifications:

- A. The commission comprises seven (7) residents of the city, appointed by the city council.
- B. Special qualifications:
 - 1. Four (4) members must have significant knowledge and demonstrate interest in one or more areas of the arts including music, dance, literature, visual arts, theater, folk arts, media arts, design, or arts education.
 - 2. Two (2) members must be from the business and professional community, one of whom lives or works in the cultural and entertainment district.
 - 3. One member must be at large who lives or works outside the cultural and entertainment district. (Ord. 59-14, 10-6-2014)

DISCUSSION

The current ordinance limits membership to individuals who reside within a particular jurisdiction, are artists or who own/operate within a business setting. While these

requirements are intended to ensure local representation, they can unintentionally reduce the diversity of expertise available to support the commission's work. Restrictive criteria can make it difficult to fill positions or maintain a balanced commission. A more inclusive membership structure enables broader representation of stakeholder groups, including those who contribute to or are impacted by the commission's work but may not live or operate a business within the jurisdiction.

The proposed ordinance amendment as reviewed and approved by the Commission will adjust the ordinance as follows:

PROPOSED CHANGE

2-8-5: MEMBERSHIP:

- A. The commission comprises seven (7) residents of the city, appointed by the city council.
- B. Special qualifications:
 - 1. Four (4) members must have significant knowledge and/or experience and demonstrate interest in one or more areas of the arts and cultural affairs, including but not limited to: music, dance, literature, visual arts, theater, folk arts, media arts, design or arts education.
 - 2. Three (3) members must be at large.

BUDGET IMPACTS

There is no budget impact associated with the approval of this amendment.

RECOMMENDATIONS

I recommend City Council approval the amendment to the Arts & Cultural Affairs Advisory Commission ordinance.

Cc: Jill Connors, Economic Development Director
Crenna Brumwell, City Attorney

ORDINANCE NO. ____ - 25

AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 2 BOARDS AND COMMISSIONS, CHAPTER 8 ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION, SECTION 5 MEMBERSHIP

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

Section 1. Section 2-8-5 of the City of Dubuque Code of Ordinances is amended to read as follows:

2-8-5: MEMBERSHIP:

- A. The commission comprises seven (7) residents of the city, appointed by the city council.
- B. Special qualifications:
 - 1. Four (4) members must have significant knowledge and/or experience and demonstrate interest in one or more areas of the arts and cultural affairs, including but not limited to: music, dance, literature, visual arts, theater, folk arts, media arts, design or arts education.
 - 2. Three (3) members must be at large.

Section 2. This ordinance shall take effect upon publication.

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

EFFECT OF AMENDMENT

A. The commission comprises seven (7) residents of the city, appointed by the city council.

B. Special qualifications:

1. Four (4) members must have significant knowledge and/or experience and demonstrate interest in one or more areas of the arts and cultural affairs, including but not limited to: music, dance, literature, visual arts, theater, folk arts, media arts, design or arts education.

2. Three (3) members must be at large.

~~— 1. Four (4) members must have significant knowledge and demonstrate interest in one or more areas of the arts including music, dance, literature, visual arts, theater, folk arts, media arts, design, or arts education.~~

~~— 2. Two (2) members must be from the business and professional community, one of whom lives or works in the cultural and entertainment district.~~

~~— 3. One member must be at large who lives or works outside the cultural and entertainment district.~~

**City of Dubuque
City Council**

ACTION ITEMS # 6.

ITEM TITLE:	Amending Tax Increment Ordinance 8-25 for the Dubuque Industrial Center Economic Development District, as amended by Version 2025.4 of the Amended and Restated Plan
SUMMARY:	City Manager recommending City Council adopt a ordinance amending the most recent Ordinance 8-25 for the Dubuque Industrial Center Economic Development District ("District"). ORDINANCE Correcting And Amending Ordinance No. 8-25, Previously Amended, Providing That General Property Taxes Levied And Collected Each Year On All Property Located Within The Amended And Restated Dubuque Industrial Center Economic Development District Urban Renewal Area Of The City Of Dubuque, County Of Dubuque, State Of Iowa, By And For The Benefit Of The State Of Iowa, City Of Dubuque, County Of Dubuque, Dubuque Community School District, And Other Taxing Districts, Be Paid To A Special Fund For Payment Of Principal And Interest On Loans, Monies Advanced To And Indebtedness, Including Bonds Issued Or To Be Issued, Incurred By Said City In Connection With The Amended And Restated Dubuque Industrial Center Economic Development District Urban Renewal Redevelopment Project By Adding Subarea T To The Division Of Revenues
SUGGESTED DISPOSITION:	Receive and File; Motion B; Motion A
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Urban Renewal Plan Version 2025.4 4. Ordinance

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Amending Tax Increment Ordinance 8-25 for the Dubuque Industrial Center Economic Development District, as amended by Version 2025.4 of the Amended and Restated Plan

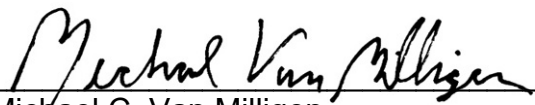
DATE: November 24, 2025

Economic Development Director Jill Connors is recommending City Council adopt a ordinance amending the most recent Ordinance 8-25 for the Dubuque Industrial Center Economic Development District ("District"). The District's boundaries were amended by Version 2025.4 of the Amended and Restated Urban Renewal Plan. The proposed ordinance was reviewed by the City Attorney's Office and is attached to this memo.

The proposed amending ordinance would expand the District to include the property to be designated as Subarea X by Version 2025.4 of the Amended and Restated Urban Renewal Plan in the TIF ordinance area of the Amended and Restated Urban Renewal Area.

The primary goal of Version 2025.4 of the Amended and Restated Plan is to expand the District by creating a new Subarea X. The expansion of the District is necessary to accommodate the issuance of urban renewal tax rebates under a Development Agreement with SJR Properties, L.L.C. and Universal Tank & Fabrication, Inc. The Plan also updates the Public Purpose Activities to include SJR Properties, L.L.C.

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: Amending Tax Increment Ordinance 8-25 for the Dubuque Industrial Center Economic Development District, as amended by Version 2025.4 of the Amended and Restated Plan

DATE: November 21, 2025

INTRODUCTION

This memorandum presents for City Council review and adoption an ordinance amending the most recent Ordinance 8-25 for the Dubuque Industrial Center Economic Development District ("District"). The District's boundaries were amended by Version 2025.4 of the Amended and Restated Urban Renewal Plan. The proposed ordinance was reviewed by the City Attorney's Office and is attached to this memo.

The proposed amending ordinance would expand the District to include the property to be designated as Subarea X by Version 2025.4 of the Amended and Restated Urban Renewal Plan in the TIF ordinance area of the Amended and Restated Urban Renewal Area.

BACKGROUND

On March 17, 2025, Resolution No. 104-25 was adopted approving the Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District. The Plan expanded the Area to include a new Subarea X as referenced in a Development Agreement with SJR Properties, L.L.C. and Universal Tank & Fabrication, Inc. The Plan also updates the Public Purpose Activities to include SJR Properties, L.L.C.

DISCUSSION

The primary goal of Version 2025.4 of the Amended and Restated Plan is to expand the District by creating a new Subarea X. The expansion of the District is necessary to

accommodate the issuance of urban renewal tax rebates under a Development Agreement with SJR Properties, L.L.C. and Universal Tank & Fabrication, Inc. The Plan also updates the Public Purpose Activities to include SJR Properties, L.L.C.

In order to reflect the changes to the District's boundaries and Subareas made by Version 2025.4, the TIF ordinance area boundaries must also be amended. The proposed ordinance reflects the addition of Subarea X.

The ordinance continues to authorize the City to maintain a special fund for the collection of a portion of the property tax revenues generated by new development occurring the District. All taxable property that remains located in the District will continue to pay property taxes based upon the current tax levies and assessment valuations. Tax revenues collected in excess of the base amounts in each Subarea will be used to assist in financing future development projects within the District, including both public and private development.

RECOMMENDATION / ACTION STEP

I recommend that the City Council approve the ordinance attached hereto for the Dubuque Industrial Center Economic Development District. Tax increment financing is an important tool for economic development and will be used to assist future public and private development efforts.

AMENDED and RESTATED URBAN RENEWAL PLAN

Dubuque Industrial Center Economic Development District

City of Dubuque, Iowa

This Amended and Restated Urban Renewal Plan provides for the continued development of the Dubuque Industrial Center Economic Development District, originally established by Resolution 130-88 of the City Council of the City of Dubuque, Iowa on May 2, 1988 and thereafter amended and restated by Resolution 484-90 on December 17, 1990, Resolution 142-97 on April 7, 1997, Resolution 478-97 on November 17, 1997, Resolution 15-08 on January 7, 2008, Resolution 101-08 on March 17, 2008, Resolution 109-08 on April 7, 2008, Resolution 87-11 on March 7, 2011, Resolution 171-13 on June 3, 2013, Resolution 197-15 on June 1, 2015, Resolution 309-15 on September 8, 2015, Resolution 332-16 on September 19, 2016, Resolution 157-18 on May 21, 2018, Resolution 158-18 on May 21, 2018, Resolution 380-18 on December 17, 2018, Resolution 387-19 on November 4, 2019, Resolution 125-21 on April 19, 2021, Resolution 125-21 on April 19, 2021, Resolution 323-21 on September 20, 2021, Resolution 324-21 on September 20, 2021, by Resolution 387-21 on November 1, 2021, by Resolution 197-22 on May 16, 2022, by Resolution 289-22 on September 6, 2022, by Resolution 290-22 on September 6, 2022, by Resolution 290-22A on November 7, 2022, by Resolution 73-23 on March 20, 2023, by Resolution 74-23 on March 20, 2023, by Resolution 180-23 on June 5, 2023, by Resolution

39-24 on February 19, 2024, by Resolution 40-24 on February 19, 2024, by Resolution 103-25 on March 17, 2025, by Resolution 104-25 on March 17, 2025, by Resolution ____-25 on September 2, 2025, and by Resolution ____-25 on September 2, 2025.

Prepared by the Economic Development Department.

Version 2025.4

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AMENDED and RESTATED
DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT
URBAN RENEWAL PLAN

City of Dubuque, Iowa

A. INTRODUCTION

This AMENDED and RESTATED URBAN RENEWAL PLAN (the “Plan”) has been prepared to provide for the further development and redevelopment of the DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT (the “District”) first established by the City of Dubuque on May 2, 1988. Its intent is to stimulate economic development activities within the expanded District through the commitment of public actions as specified herein.

To achieve this objective, the City of Dubuque shall undertake the urban renewal actions specified in this Plan, pursuant to the powers granted to it under Chapter 403 of the Iowa Code, Urban Renewal Law.

This Plan shall serve as a new urban renewal plan for the District described herein. The Plan shall be viewed as a single plan for purposes of fulfilling the objectives of this Plan. The separate subareas of this Plan (the “Subarea(s)”) will be maintained and observed for those purposes which are aided by or in need of the division, but the combined area comprising the District shall be treated together for planning and redevelopment purposes.

The division of taxation authorized by Section 403.19 and the separation of incremental taxes as defined in Section 403.19(2) have been implemented in the existing area of the District (the different areas of the District are hereinafter referred to as Subareas). Under the terms of this Plan, the tax increment mechanism shall continue in the existing Subareas and shall be implemented within a new Subarea being added to the District. Incremental taxes shall continue to be determined separately with respect to each of the Subareas comprising the District, and when collected shall be applied, subject to such liens and priorities as may exist or be from time to time provided, with respect to the Amended and Restated Dubuque Industrial Center Economic Development District, as so amended.

B. OBJECTIVES

The primary objectives of the Plan are the development and redevelopment of the District for economic development activities, primarily industrial park development, through:

1. Provision of marketable industrial development sites for the purpose of job-creating economic development activities;
2. Provision of public infrastructure improvements, including sanitary sewer, water and stormwater detention, supportive of full development of the District;
3. Provision of a safe, efficient and attractive circulation system;
4. Establishment of design standards which will assure cohesive and compatible development and redevelopment of the District;
5. Provision of public amenities that provide an aesthetically appealing environment, including open space, buffering, landscaping, water features, signage and lighting to create a distinctive and attractive setting;
6. Creation of financial incentives necessary to encourage new and existing businesses to invest in the District; and
7. Expansion of the property tax base of the District.

C. DISTRICT BOUNDARIES

The District is located entirely within the County of Dubuque, State of Iowa. Most of the District, including all of Subareas A, B, C (as amended), D, E, G, H, K, L, M, N, O, P, Q, R, S, T, U, V, and W currently is within the corporate limits of the City of Dubuque. In accordance with Iowa Code Section 403.17(4), Dubuque County consented to the inclusion of Subarea F in the District in a Joint Agreement between the City and County, dated April 20, 2015. The City expects that Subarea F ultimately will become part of the City of Dubuque. In accordance with Iowa Code Section 403.17(4), Dubuque County consented to the inclusion of Subareas I and J in the District in a Joint Agreement between the City and County, dated August 8, 2016.

This Plan creates a new subarea within the District, Subarea X, by adding property to the District (see Attachment D). Subarea X includes property that was previously a portion of the expired Subarea B.

The City of Dubuque believes that the objectives of the Plan can best be accomplished by defining the real property included within the District as seventeen separate areas so as to distinguish the original District (Subarea A) from the subsequent expansion areas (Subareas B (as amended), C (as amended), D, E (as amended), F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, and X).

The descriptions of the boundaries of each Subarea are attached to this Plan as ATTACHMENT D, District Boundary Description by Subarea.

The boundaries of the District are delineated on the Subarea Map, attached to this Plan as ATTACHMENT A.

The City of Dubuque reserves the right to further modify the boundaries of the District at some future date. Any amendments to the Plan will be completed in accordance with Chapter 403 of the Iowa Code, Urban Renewal Law.

D. PUBLIC PURPOSE ACTIVITIES

To meet the OBJECTIVES of this Plan, the City of Dubuque has and expects to continue to initiate and support development and redevelopment of the District through, among other things, the following PUBLIC PURPOSE ACTIVITIES:

1. Acquisition of property for public improvements and private development;
 - a.) These activities include, but are not limited to, previously approved consultant work that will examine and identify future areas for acquisition and industrial park development.
 - b.) These activities also include the acquisition of property that is included in the previously approved Subareas of this Plan.
 - c.) These activities also include the acquisition of property that is included in Subarea T.
2. Demolition and removal of buildings and improvements not compatible with or necessary for industrial park development and all site preparation and grading required in connection with such development;
 - a.) These activities include, but are not limited to, the previously approved site work and grading associated with the development of the Dubuque Industrial Center, the Dubuque Industrial Center West and Dubuque Industrial Center South.
3. Improvement, installation, construction and reconstruction of streets, utilities and other improvements and rights-of-ways including but not limited to the relocation of overhead utility lines, street lights, construction of railroad spur tracks, appropriate landscaping and buffers, parks and open space and signage;
 - a.) These activities include, but are not limited to, future and previously approved development of road, water, wastewater, and storm water infrastructure associated with the development of the Dubuque Industrial Center, the Dubuque Industrial Center West and the Dubuque Industrial Center South.
 - b.) These activities include, but are not limited to, the previously approved development of the Bergfeld recreational area, pond,

and walking trail, as well as additional signage and trail improvements.

c.) These activities also include the construction and installation of supporting infrastructure within the District.

4. Disposition of any property acquired in the District, including sale, initial leasing or retention by the City itself, at its fair value;

5. Preparation of property for development and redevelopment purposes including but not limited to activities such as appraisals and architectural and engineering studies;

a.) These activities include, but are not limited to, the previously approved site work and grading associated with the development of the Dubuque Industrial Center, the Dubuque Industrial Center West and Dubuque Industrial Center South.

6. Maintenance of publicly utilized recreational and economic development areas;

a.) These activities include, but are not limited to, general landscaping and maintenance expenses in public right-of-way and undeveloped land owned by the City of Dubuque.

7. Use of tax increment financing, loans, grants and other appropriate financial tools in support of eligible public and private development and redevelopment efforts;

- These activities also include, but are not limited to, previously approved property tax rebate agreements with:
 - Leo A. Theisen and Theisen Supply, Inc.;
 - A.Y. McDonald Mfg. Co.;
 - Green Industrial Supply, Inc.;
 - Walter Development, LLC and TM, Inc.;
 - Spiegel Family Realty Company;
 - Progressive Processing, LLC/Hormel;
 - ITC Midwest LLC;
 - Medline Industries, Inc. (November 2007);
 - Art's-Way Vessels, Inc.;
 - Kendall/Hunt Publishing Company, Westmark Enterprises, Inc. and Great River Technologies, LLC.;
 - P&L Venture, LLC, and National Dentex;
 - Dubuque Screw Products, Inc.;
 - Giese Properties, LLC and Giese Manufacturing

- Company, Inc. (Phase I, II, and III);
 - Faley Properties, L.L.C. and Faley Enterprises, Inc.;
 - Malay Holdings, LLC, and Vanguard Countertops, Inc.;
 - Tri-State Industries Inc.;
 - TriState Quality Metals, LLC;
 - Roasting Solutions, LLC;
 - Flexsteel Industries, Inc.; and
 - Medline, Industries, Inc. (May 2018)
 - Walter Development, LLC
 - Walter Development, LLC, BAS Development, LLC, and Unison Solutions, Inc.
 - Simmons Pet Food, Inc.
 - Scherr Real Estate, LLC, and Dubuque Screw Products, Inc.
 - Green Industrial Properties, L.L.C., Innovation Properties, L.L.C., and Green Industrial Supply, Inc.
 - Geisler Realty, LLC, and Dubuque Steel Products, Inc.
 - Seippel Warehouse, LLC
 - Vanguard Enterprises, Inc.
 - SJR Properties, L.L.C.
- These activities include, but are not limited to, previously approved agreements to sell bonds, leveraging tax increment financing on capital improvement for;
 - American Tank and Fabrication, Co. (formerly Vessel Systems, Inc.) for the development of a 31,000 square feet industrial manufacturing facility at 8025 Chavenelle Road.
 - The Adams Company for the development of a 50,000 square foot industrial facility at 8040 Chavenelle Road.
 - The City expects to consider requests for additional development agreements for projects that are consistent with this Plan, as amended, in the City's sole discretion. Such additional agreements are unknown at this time, but based on past history and dependent on development opportunities and climate, the City expects to consider a broad range on incentives as authorized by this Plan, as amended, including, but not limited to, land, loans, grants, tax rebates, public infrastructure assistance, and other incentives. The costs of such additional development agreements will not exceed \$10,000,000

8. Enforcement of applicable local, state and federal laws, codes and

regulations;

9. Enforcement of established design standards in furtherance of quality development;
10. Development and implementation of a marketing program for the purpose of promoting the purchase and development of industrial sites by private developers;
11. Coordination and cooperation with the improvement of Seippel Road as it affects accessibility to U.S. Highway 20 from Subareas B, C, E, F, I, J.
12. Contracts with vendors to promote business retention, expansion, recruitment, and workforce development;
 - a.) These activities include, but are not limited to, a contract for service with the Greater Dubuque Development Corporation to promote business retention and expansion, workforce development, new business recruitment and commercial and industrial expansion in the District.
 - b.) These activities include, but are not limited to, related legal expenses.
13. Construction by the County of one or more County-owned buildings in Subareas I and/or J.
 - a.) These activities include the support of the County's investment of Dubuque County funds into the construction of a new office building and a new maintenance and storage shop on certain County-owned real property situated at 13047 City View Drive for use by the County's Secondary Roads, Health, Zoning and County Assessor Departments. The County funding for this project may come from borrowed funds through the issuance of general obligation indebtedness or such other sources as the County may identify in the future. It is not anticipated that the City or TIF funds from the District will finance this project in any way.
14. Design and construction buildout of one or more City leased buildings in Subarea B.
 - a.) These activities include the use of tax increment in the District to finance the design and construction buildout of a City Data Center in leased space located at 7900 Chavenelle. Cost for this project is not anticipated to exceed \$300,000.

Public purpose activities are limited to those areas delineated on the URBAN RENEWAL

DISTRICT map (Attachment A).

All public purpose activities shall be conditioned upon and shall meet the restrictions and limitations placed upon the District by the Plan.

E. DEVELOPMENT & REDEVELOPMENT REQUIREMENTS

The LAND USE and PLANNING AND DESIGN CRITERIA set forth herein shall apply to any and all District properties the development and/or the redevelopment of which is assisted by the City through any of the PUBLIC PURPOSE ACTIVITIES listed above.

1. Land Use

Subareas A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, and X shall continue to be developed under the regulations of the existing Dubuque Industrial Center Planned Industrial District. The allowed uses provide for a mix of commercial and industrial land use activities within a quality industrial park setting.

LAND USE maps (Attachments B-1 and B-2) identify the existing and the proposed land uses within Subareas A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, and X.

2. Planning and Design Criteria

The planning criteria to be used to guide the physical development of Subareas A, B, C, D, E, F, G, H, K, L, M, N, O, P, Q, R, S, T, U, V, W, and X are those standards and guidelines contained within the City of Dubuque's Unified Development Code and other applicable local, state and federal codes and ordinances.

- a. Subarea A development will continue to be additionally governed by the Conditions of Development and Operation Documents of the Dubuque Industrial Center Planned Industrial District as amended from time to time.
- b. Subareas B, C, D, E, F, K, N, O, P, Q, R, S, T, U, V, W, and X will develop under a PI Planned Industrial District ordinance as required by Section 16-5-24 of the City of Dubuque's Unified Development Code. Development will follow the Planned Unit Development regulations which require a conceptual development plan and specific design and performance standards to be approved by ordinance.
- c. Subareas G, H, L, and M are intended to develop as an Industrial area similar to Subareas B, C, D, E, and F.
- d. Subareas I, J, and a portion of Subarea P are located in Dubuque County outside of City of Dubuque corporate limits and therefore are not subject to City Development Codes.

F. LAND ACQUISITION AND DISPOSITION

The City of Dubuque is prepared to acquire and dispose of property in support of the development and redevelopment of the District within the parameters set forth below.

1. Land Acquisition

The City has acquired substantially all of the land located within the District, except Subareas I and J, and has made the same available for private development in accordance with this Plan.

2. Land Disposition

All City owned land that is available for development within the District, will be sold for the development of viable uses consistent with this Plan and not for purposes of speculation.

Land will be disposed of in accordance with the requirements set forth in Chapter 403 of the Iowa Code, Urban Renewal Law. Developers will be selected on the basis of the quality of their proposals and their ability to carry out such proposals while complying with the requirements of this Plan.

Developers will be required by contractual agreement to observe the Land Use Requirements and Planning and Design Criteria of this Plan. The contract and other disposition documents will set forth the provisions, standards and criteria for achieving the objectives and requirements outlined in this Plan.

3. Relocation Requirements

No relocation is anticipated at this time; however, if any relocation is necessary as part of the eligible urban renewal projects, the City will follow all applicable relocation requirements.

G. FINANCING ACTIVITIES

To meet the OBJECTIVES of this Plan and to encourage the development of the District and private investment therein, the City of Dubuque is prepared to provide financial assistance to qualified industries and businesses through the making of loans or grants under Chapter 15A of the Iowa Code and through the use of tax increment financing under Chapter 403 of the Iowa Code.

1. Chapter 15A Loan or Grant

The City of Dubuque has determined that the making of loans or grants of public

funds to qualified industries and businesses is necessary to aid in the planning, undertaking and completion of urban renewal projects authorized under this Plan within the meaning of Section 384.24(3)(q) of the Iowa Code. Accordingly, in furtherance of the objectives of this Plan, the City of Dubuque may determine to issue bonds or loan agreements, in reliance upon the authority of Section 384.24A, Section 384.24(3)(q), Section 403.12 (general obligation bonds) or Section 403.9 (tax increment bonds), for the purpose of making loans or grants of public funds to qualified businesses located within the District. Alternatively, the City may determine to use available funds for the making of such loans or grants. In determining qualifications of recipients and whether to make any such individual loans or grants, the City of Dubuque shall consider one or more of the factors set forth in Section 15A.1 of the Iowa Code on a case-by-case basis.

2. Tax Increment Financing

The City of Dubuque is prepared to utilize tax increment financing as a means of financing eligible costs incurred to implement the Public Purpose Activities identified in Part D of this Plan. Bonds, tax rebate agreements and/or loan agreements may be issued by the City under the authority of Section 403.9 of the Iowa Code (tax increment bonds) or Section 384.24A, Section 384.24(3)(q) and Section 403.12 (general obligation bonds).

The City acknowledges that the use of tax increment revenues delays the ability of other local taxing bodies to realize immediately the direct tax benefits of new development in the District. The City believes, however, that the use of tax increment revenues to finance the development of new industrial land and to promote private investment in the District is necessary in the public interest to achieve the OBJECTIVES of this Plan. Without the use of this special financing tool, new investment may not otherwise occur or may occur within another jurisdiction. If new development does not take place in Dubuque, property values could stagnate and the City, County and School District may receive less taxes during the duration of this Plan than they would have if this Plan were not implemented.

Tax increment financing will provide a long-term payback in overall increased tax base for the City, County and School District. The initial public investment required to generate new private investment will ultimately increase the taxable value of the District well beyond its existing base value.

Tax increment reimbursement may be sought for, among other things, the following costs to the extent they are incurred by the City:

- a. Planning and administration of the Plan;
- b. Construction of public infrastructure improvements and facilities within the District;

- c. Acquisition, installation, maintenance and replacement of public investments throughout the District including but not limited to street lights, landscaping and buffers, signage and appropriate amenities;
- d. Acquisition of land and/or buildings and preparation of same for sale or lease to private developers, including any "write down" of the sale price of the land and/or building;
- e. Preservation, conservation, development or redevelopment of buildings or facilities within the District to be sold or leased to qualified businesses;
- f. Loans or grants to qualified businesses under Chapter 15A of the Iowa Code, including tax rebate payments, debt service payments on any bonds issued to finance such loans or grants, for purposes of expanding the business or activity, or other qualifying loan programs established in support of the Plan;
- g. Providing the matching share for a variety of local, state and federal grants and loans; and
- h. Any of the costs incurred in connection with any of the PUBLIC PURPOSE ACTIVITIES described in Part D of this Plan.

3. Proposed Amount of Indebtedness

At this time, the extent of improvements and new development within the District is only generally known. As such, the amount and duration for use of the tax increment revenues for public improvements and/or private development can only be estimated; however, the actual use and amount of tax increment revenues to be used by the City for District activities will be determined at the time specific development is proposed.

It is anticipated that the maximum amount of indebtedness which will qualify for tax increment revenue reimbursement during the duration of this Plan, including acquisition, public improvements and private development assistance within the District, will not exceed \$70,500,000.

The City of Dubuque's current general debt subject to the statutory debt limit is \$112,190,029 (a list of the outstanding obligations is found at Attachment C) and the current statutory debt limit is \$321,926,120.

H. STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform with state and local laws have been complied with by the City of Dubuque in the implementation of this Plan and its supporting documents.

I. DURATION OF APPROVED URBAN RENEWAL PLAN

1. Subarea A

This Plan shall continue in effect for Subarea A until terminated by action of the City Council, but in no event before the City of Dubuque has received full reimbursement from all incremental taxes of its advances and principal and interest payable on all Tax Increment Financing or general obligations issued to carry out the OBJECTIVES of the Plan.

2. Subareas B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, and X

This Plan shall continue in effect until terminated by the City Council; provided, however, that the collection of tax increment revenues from properties located in Subareas B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, and X shall be limited as provided by law (currently twenty (20) years from the calendar year following the calendar year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness or bonds which qualify for payment from the division of tax increment revenue as provided for in Section 403.19 (tax increment financing) of the Iowa Code, or in which the City first includes the Subarea in an ordinance for the division of tax increment revenue).

The DEVELOPMENT AND REDEVELOPMENT REQUIREMENTS established, or as amended from time to time by the City of Dubuque Zoning Ordinance, shall remain in effect in perpetuity.

J. SEVERABILITY

In the event one or more provisions contained in this Plan shall be held for any reason to be invalid, illegal, unauthorized or unenforceable in any respect, such invalidity, illegality, unauthorized or unenforceability shall not affect any other provision of this Plan and this Plan shall be construed and implemented as if such provision had never been contained herein.

K. AMENDMENT OF APPROVED URBAN RENEWAL PLAN

This Plan may be amended from time to time to respond to development opportunities. Any such amendment shall conform to the requirements of Chapter 403 of the Iowa Code. Any change effecting any property or contractual right can be effectuated only in accordance with applicable state and local law.

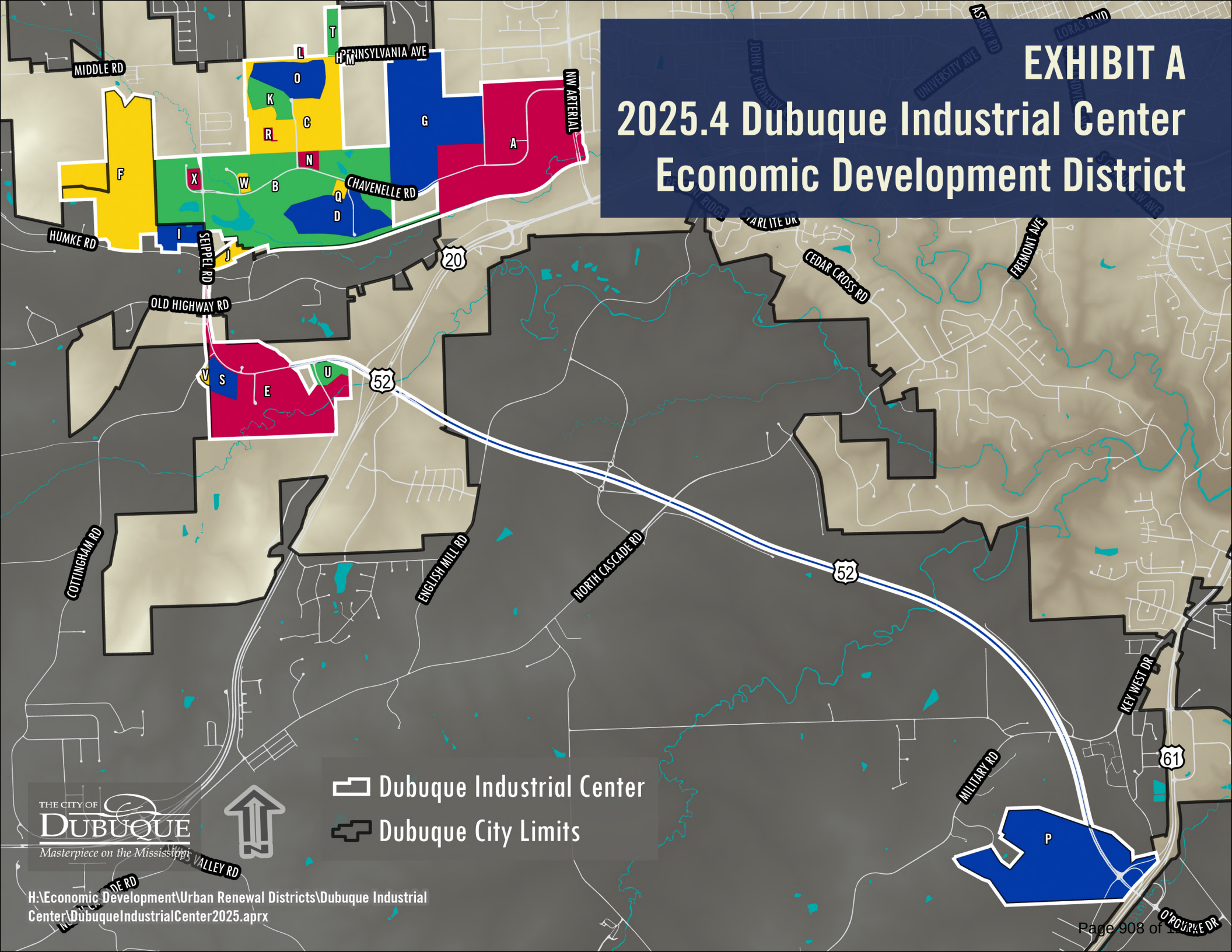
L. ATTACHMENTS

A Urban Renewal District Map

- B** Land Use Maps
 - B-1** Existing Land Use
 - B-2** Proposed Land Use
- C** List of General Obligation Debt
- D** Legal Descriptions

EXHIBIT A

2025.4 Dubuque Industrial Center Economic Development District



THE CITY OF
DUBUQUE

Masterpiece on the Mississippi

EXHIBIT B-1: EXISTING LAND USE

2025.4 Dubuque Industrial Center Economic Development District

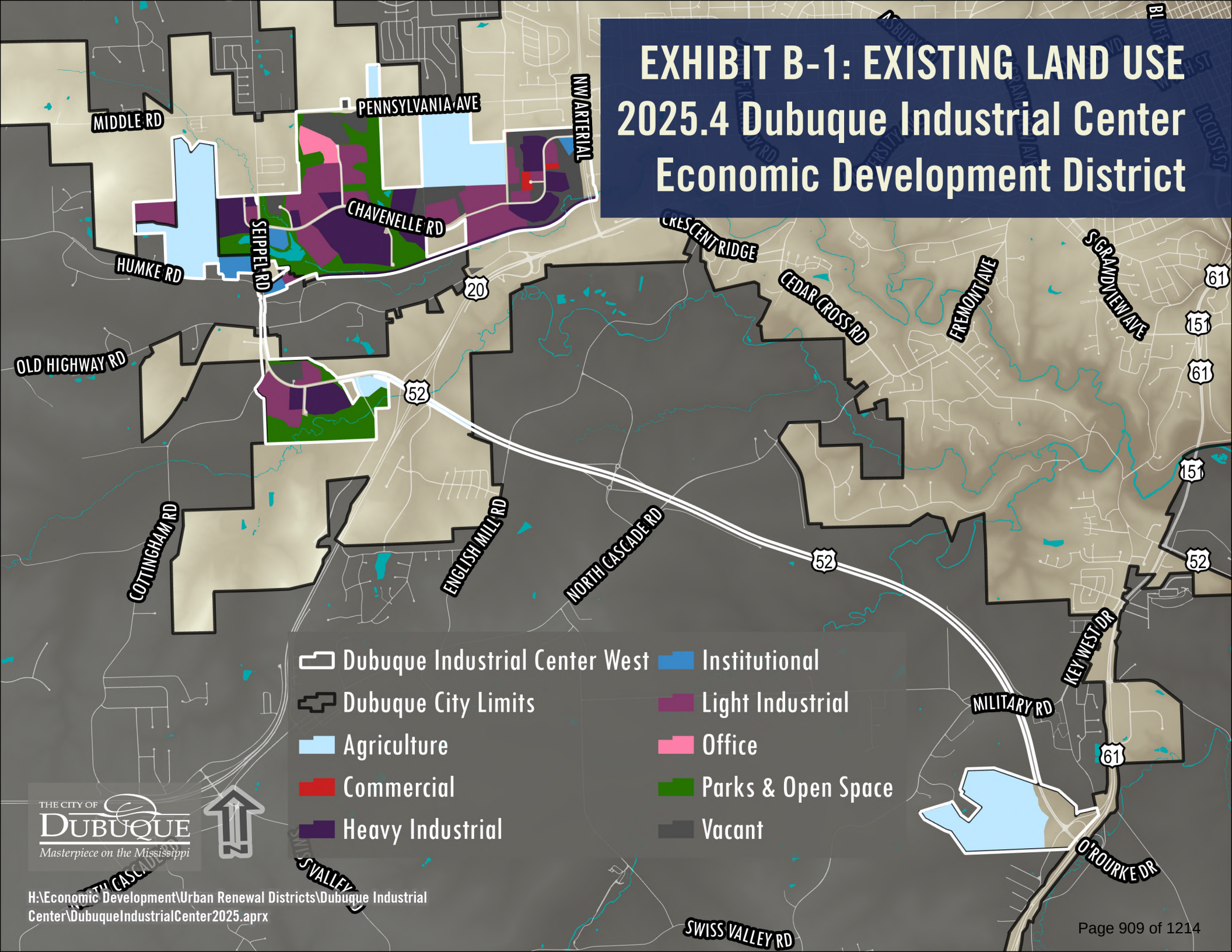
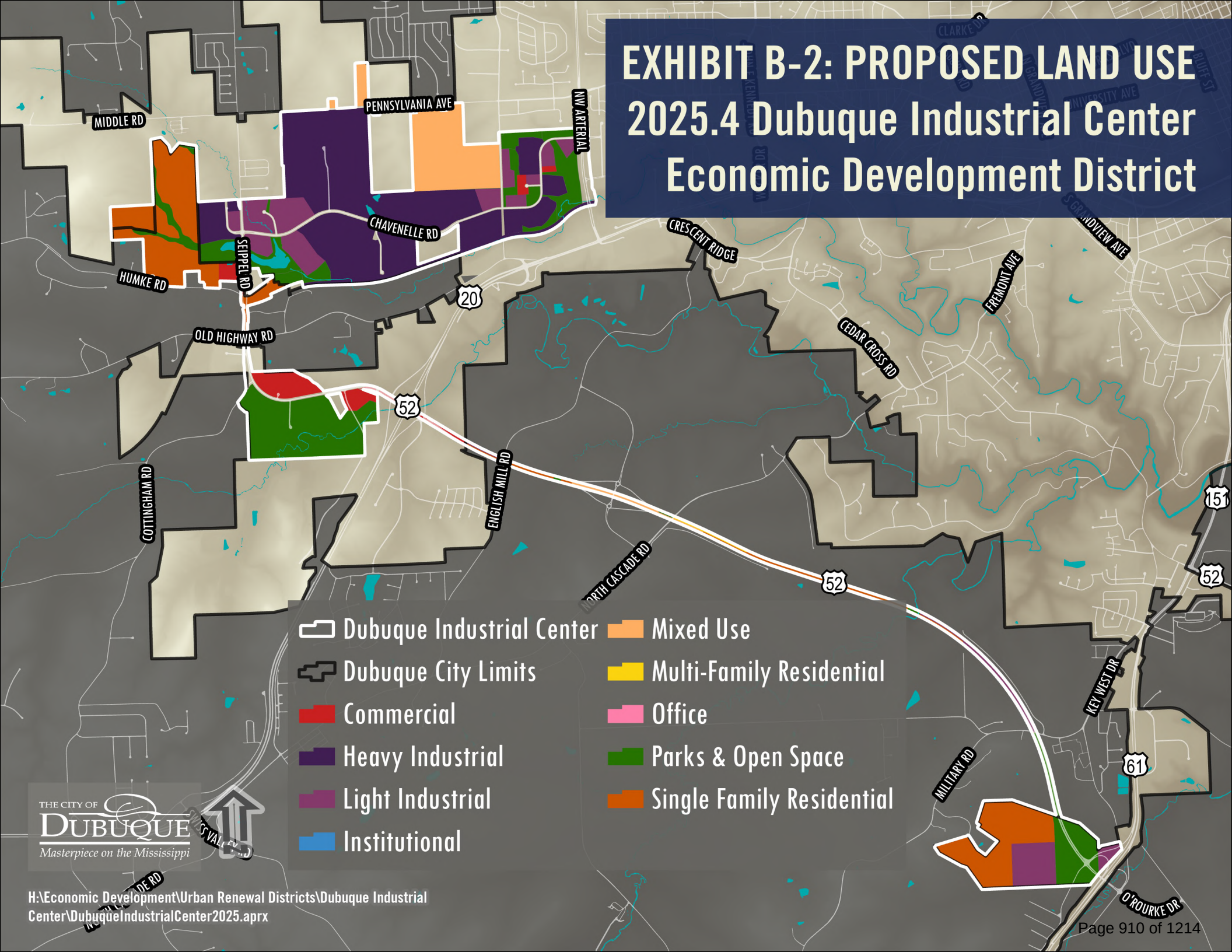


EXHIBIT B-2: PROPOSED LAND USE

2025.4 Dubuque Industrial Center Economic Development District



City of Dubuque
Summary of Bonded Indebtedness

Description	Date of Issue	Average Interest Rate	Year of Final Payment	Amount of Issue	Principal Outstanding 6/30/24	Principal Due FY 2025	Interest Due FY 2025	Principal Outstanding 6/30/25
General Obligation Bonds (Essential Corporate Purpose)								
Airport New Terminal Furnishings ST20%	6/2/21	2.00%	2026	25,000	10,149	5,049	203	5,100
Airport Improvements Refunding ST20%	4/17/17	3.00%	2030	282,200	140,600	24,800	4,218	115,800
Airport Improv - PFC Refunding	6/2/21	2.00%	2032	1,353,033	1,016,721	118,332	20,334	898,389
Airport Improv - Sales Tax 20% Ref	6/2/21	2.00%	2032	10,000	—	—	—	—
Airport Terminal Utility Improv - PFC Ref	6/2/21	2.00%	2034	490,000	385,000	35,000	7,700	350,000
Airport New Terminal Roads ST20%	4/4/16	2.79%	2036	635,927	402,851	31,652	11,636	371,199
Airport Recon Taxiway Alpha - FY24 ST20%	Future	4.50%	2044	132,489	132,489	2,158	5,480	130,331
Airport Improvements - FY25 ST20%	Future	4.50%	2045	500,386	—			500,386
Building- Conf Center Energy ST20%	6/20/19	3.00%	2027	187,136	71,808	23,936	2,154	47,872
Building 18th Street Improv Sales Tax 20%	3/19/18	3.05%	2026	391,913	109,190	52,645	3,386	56,545
Building City Hall Brickwork Sales Tax 20%	6/20/19	3.00%	2027	236,448	94,989	30,660	6,274.8	64,329
Building Smart Meters Refunding ST20%	4/17/17	3.00%	2030	45,400	22,600	4,000	678	18,600
Building Federal Bldg Roof Sales Tax 20%	4/4/16	2.79%	2035	268,404	170,031	13,359	4,911	156,672
Building 2nd Floor Engine House 1 - ST20%	8/1/23	4.70%	2043	207,113	207,113	6,821	9,902	200,292
Civic Center Improvements - Sales Tax 20%	6/20/19	3.00%	2027	323,146	129,818	41,902	8,576	87,916
Civic Center Chair Platform S3 ST20%	6/20/19	3.00%	2027	59,340	22,770	7,590	683	15,180
DICW Expansion - South Siegert Farm	3/19/18	3.05%	2026	239,534	66,735	32,176	2,070	34,559
DICW North Siegert Refunding	4/17/17	3.00%	2029	1,285,000	595,000	115,000	17,850	480,000
DICW Expansion Consult Refund 2012H	6/2/21	2.00%	2032	95,580	71,508	8,142	1,430	63,366
DICW Exp S Siegert Ref Taxable	6/2/21	2.00%	2032	2,498,375	1,877,375	218,500	37,548	1,658,875
DICW Exp South Siegert Farm Non-tax	6/20/19	3.00%	2032	305,357	203,271	24,333	4,980	178,938
DICW Refund 2014C Taxable	6/2/21	2.00%	2034	1,145,000	910,000	85,000	18,200	825,000
DICW Webber Property	6/29/22	4.07%	2042	5,500,000	5,500,000	95,000	234,513	5,405,000
DICWChavenelle Road - FY21 Non-Taxable	6/2/21	2.00%	2041	1,265,000	1,155,000	60,000	23,100	1,095,000
DICW Develop McFadden Property - FY24	Future	4.50%	2044	1,788,800	1,788,800	29,131	73,990	1,759,669
DICW Development of McFadden - FY25	Future	4.50%	2045	2,274,963			—	2,274,963
E911 Tower Relocation - Sales Tax 20%	6/20/19	3.00%	2027	141,869	56,993	18396	3765	38,597
Finance General Ledger Software ST20%	6/2/21	2.00%	2041	244,239	216,288	10,648	4,326	205,640
Finance General Ledger Software ST20%	6/29/22	4.07%	2042	420,457	401,747	18710	17016	383,037
Fire Station #4 Improvements - Gaming	6/20/19	3.00%	2027	188,054	62,254	20,732	4,243	41,522
Recreation ST20% 10 Yr Refunding 2014B	6/2/21	2.00%	2025	51,545	13,078	13,078	262	—
Airport ST20% 10 Yr Refunding 2014B	6/2/21	2.00%	2025	28,182	7,151	7,151	143	—
Building ST20% 10 Yr Refunding 2014B	6/2/21	2.00%	2025	87,596	22,227	22,227	445	—
Transit ST20% 10 Yr Refunding 2014B	6/2/21	2.00%	2025	11,407	2,895	2,895	58	—
Fire Station #2 ST20% 10 yr Refund 2014B	6/2/21	2.00%	2025	91,227	23,149	23149	463	—
Park Imp ST20% 10 yr Refund 2014B	6/2/21	2.00%	2025	35,046	8,893	8,893	178	—
Fire Truck Refunding - Debt Service Levy	4/17/17	3.00%	2030	951,500	474,400	83,700	14,232	390,700
Fire Station #2 ST20% 20 yr Refund 2014B	6/2/21	2.00%	2034	85,217	74,042	5,096	1,481	68,946
Park Imp ST20 20% yr Refund 2014B	6/2/21	2.00%	2034	124,780	108,416	7,462	2,168	100,954
Fire Ambulance Replacement ST20%	4/17/17	3.00%	2030	230,000	120,000	20,000	3,600	100,000
Fire Structural Repairs 5&6 ST20%	6/20/19	3.00%	2039	448,875	448,875		13,466	448,875
Fire Ladder/Pumper / HVAC ST20%	6/2/21	2.00%	2041	810,153	717,438	35,320	14,349	682,118
Fire Ladder/Pumper/Ambulance ST20%	6/29/22	4.07%	2042	1,924,543	1,843,253	81,290	73,928	1,761,963

Description	Date of Issue	Average Interest Rate	Year of Final Payment	Amount of Issue	Principal Outstanding 6/30/24	Principal Due FY 2025	Interest Due FY 2025	Principal Outstanding 6/30/25
Fire HVAC Headquarters Sales Tax 20%	8/1/23	4.70%	2043	188,576	188,576	6,211	9,016	182,365
Fire Ladder/Pumper Replac ST20%	Future	4.50%	2044	2,090,000	2,090,000	34,036	86,449	2,055,964
Fire Ambulance - FY24 ST20%	Future	4.50%	2044	344,000	344,000	5,602	14,229	338,398
Fire HVAC - FY24 ST20%	Future	4.50%	2044	442,645	442,645	7,209	18,309	435,436
Fire Equip Replacement - FY25 ST20%	Future	4.50%	2045	969,342			—	969,342
Fire Station Improvements - FY25 ST20%	Future	4.50%	2045	1,320,900			—	1,320,900
Fire Training Burn Tower Imp FY25 ST20%	Future	4.50%	2045	466,676			—	466,676
Franchise Fee Settlement Levy	4/4/16	2.93%	2035	2,830,000	1,760,000	145,000	53,906	1,615,000
GDTIF Colts Building Renovation	6/20/19	3.00%	2039	1,575,000	1,370,000	75,000	41,100	1,295,000
GDTIF - Parks Jackson/Clock Non-Taxable	6/2/21	2.00%	2041	535,000	535,000	—	10,700	535,000
GDTIF - DT Parking Ramp - FY21	6/2/21	2.00%	2036	880,167	822,171	61,407	16,443	760,764
GDTIF Eng Dock Expansion - FY21	6/2/21	2.00%	2036	409,833	382,828	28,593	7,657	354,235
GDTIF DT Parking Ramp - FY22	6/29/22	4.07%	2042	975,000	975,000	40,000	41,453	935,000
GDTIF Docks/Five Flags AC - FY22	6/29/22	4.07%	2042	745,000	745,000	30,000	31,668	715,000
GDTIF Central/Parking Ramp/Five Flags	8/1/23	4.70%	2043	1,080,000	1,080,000	35,000	51,683	1,045,000
GDTIF Smart Parking - FY24	Future	4.50%	2044	1,217,500	1,217,500	19,827	50,359	1,197,673
GDTIF Ramp Major Maintenance - FY24	Future	4.50%	2044	270,777	270,777	4,410	11,200	266,367
GDTIF Iowa Amphitheater - FY24	Future	4.50%	2044	3,000,000	3,000,000	105,455	122,794	2,894,545
GDTIF Iowa Amphitheater - FY25	Future	4.50%	2045	285,000	—			285,000
GDTIF ABC Supply Building - FY25	Future	4.50%	2045	457,000	—			457,000
GDTIF Smart Parking - FY25	Future	4.50%	2045	1,957,000	—			1,957,000
GDTIF Ramp Major Maintenance - FY25	Future	4.50%	2045	6,053,000	—			6,053,000
GDTIF Federal Building Renovation - FY25	Future	4.50%	2045	533,000	—			533,000
GDTIF Downtown Housing Refunding	4/17/17	3.00%	2030	2,120,000	1,140,000	170,000	36,805	970,000
GDTIF Millwork District Refunding	4/17/17	3.00%	2030	2,080,000	1,075,000	165,000	32,250	910,000
GDTIF - 7th St/2-Way Conversion Ref	6/2/21	2.00%	2031	3,204,576	2,329,252	307,847	46,585	2,021,405
GDTIF - Intermodal 2012A Refunding	6/2/21	2.00%	2031	2,545,000	1,845,000	240,000	36,900	1,605,000
GDTIF 5th St Restroom/MFC 2012H Ref	6/2/21	2.00%	2032	1,254,420	938,492	106,858	18,770	831,634
GDTIF Wash Neigh Refunding Taxable	6/2/21	2.00%	2032	493,592	370,904	43,168	7,418	327,736
GDTIF 2014C Taxable Refunding	6/2/21	2.00%	2034	5,385,000	4,275,000	390,000	85,500	3,885,000
GDTIF 2014B Refunding	6/2/21	2.00%	2034	155,000	125,000	10,000	2,500	115,000
Library Improvements - Sales Tax 20%	6/20/19	3.00%	2022	39,408	15,831	5,110	1,046	10,721
Library Improv Sales Tax 20% Ref 2012E	6/2/21	2.00%	2027	84,526	42,893	14,156	858	28,737
Park Improvements - Sales Tax 20%	6/20/19	3.00%	2027	47,290	18,998	6,132	1,255	12,866
Park Water System Study Ref ST20%	4/17/17	3.00%	2030	60,000	29,900	5,300	738	24,600
Park Ham House - Sales Tax 20%	4/4/16	2.79%	2035	200,668	127,120	9,988	3,672	117,132
Park Skate Park ST20%	6/20/19	3.00%	2027	613,524	235,422	78,474	7,063	156,948
Parking Port of Dubuque Parking Ramp	3/19/18	3.05%	2026	373,553	104,075	50,179	3,228	53,896
Parking Central Ave Ramp Refunding	4/17/17	3.00%	2030	6,380,000	2,990,000	560,000	89,700	2,430,000
Parking Iowa Street Ramp Improvements	3/19/18	2.91%	2031	45,516	26,955	3,453	809	23,502
Parking Locust Ramp Security Cameras	6/20/19	3.00%	2033	126,054	77,444	9,733	1,992	67,711
Parking Improvements Refunding 2014B	6/2/2021	2.00%	2034	125,000	95,000	10,000	1,900	85,000
Parking Improv Taxable Refunding 2014C	6/2/21	2.00%	2034	220,000	175,000	15,000	3,500	160,000
Police CAD Software - Gaming Ref	6/2/21	2.00%	2030	160,000	110,000	20,000	2,200	90,000
Public Works Equip Ref RUT	4/17/17	3.00%	2030	392,000	195,400	34,500	5,862	160,900
Public Works Radio Replacement ST20%	3/19/18	2.91%	2028	110,000	45,606	10,732	1,368	34,874
PW Curb Ramp/Eng St Improv Ref ST30%	6/2/21	2.00%	2034	885,000	710,000	65,000	14,200	645,000
Rec Imp Sales Tax 20% Refunding 2012E	6/2/21	2.00%	2028	7,572	4,391	1,082	88	3,309
Rec Ice Center Settling Sales Tax 20%	8/1/23	4.70%	2043	4,614,310	4,614,310	151,968	220,619	4,462,342
Sanitary Improvements Refunding	4/17/17	3.00%	2030	660,000	340,000	50,000	10,200	290,000
Sanitary Sewer Improvements	3/19/18	2.91%	2031	1,030,009	609,965	78,146	18,300	531,819
Sanitary Forcemain Refunding 2012E	6/2/21	2.00%	2032	376,122	275,965	33,031	5,519	242,934
Sanitary Sewer Improvements	6/20/19	3.00%	2033	1,124,412	740,381	82,733	16,932	657,648
Sanitary Sewer Imp Refunding 2014B	6/2/21	2.00%	2034	4,390,000	3,475,000	315,000	69,500	3,160,000
Sanitary Sewer Improvements	4/4/16	2.79%	2035	2,405,000	1,525,000	120,000	44,006	1,405,000
Solid Waste Collection Refunding	4/17/17	3.00%	2030	51,300	25,600	4,500	768	21,100
Solid Waste Collection	3/19/2018	2.91%	2031	27,447	16,254	2,082	488	14,172

Description	Date of Issue	Average Interest Rate	Year of Final Payment	Amount of Issue	Principal Outstanding 6/30/24	Principal Due FY 2025	Interest Due FY 2025	Principal Outstanding 6/30/25
Solid Waste Collection - FY24	Future	4.50%	2044	148,000	148,000	2,410	6,122	145,590
Solid Waste Collection - FY25	Future	4.50%	2045	873,700	—	—	—	873,700
Stormwater Refunding	4/4/16	2.91%	2028	6,270,000	1,200,000	440,000	36,000	760,000
Stormwater Improvements Refunding	4/17/17	3.00%	2030	2,015,000	1,000,000	165,000	30,000	835,000
Stormwater Improvements	3/19/18	2.91%	2031	1,714,542	1,015,356	130,081	30,460	885,275
Stormwater Improv Refunding 2012B	6/2/21	2.00%	2031	1,115,424	810,748	107,153	16,215	703,595
Stormwater Improv Refunding 2012E	6/2/21	2.00%	2032	77,131	56,592	6,774	1,132	49,818
Stormwater Improvements	6/20/19	3.00%	2033	290,796	193,576	19,467	3,984	174,110
Stormwater Upper Bee Branch SRF GO NA	4/30/21	1.18%	2037	22,138,000	17,378,398	1,227,000	248,806	16,151,398
Streetlight Replacement Refunding - ST	4/17/17	3.00%	2030	4,900	2,500	400	75	2,100
Street FEMA Land Buyout - Gaming	6/20/19	3.00%	2027	64,901	25,428	8,468	1,733	16,960
Street Fiber/Sidewalk/Lights Refunding RUT	4/17/17	3.00%	2030	258,600	129,000	22,800	3,870	106,200
Street Southwest Arterial	3/19/18	2.91%	2031	771,557	456,920	58,537	13,708	398,383
Street Southwest Arterial - Refunding 2012E	6/2/21	2.00%	2032	827,747	643,857	67,486	12,877	576,371
Transit Radio Replacement ST20%	3/19/18	2.91%	2028	95,000	39,392	9,268	1,182	30,124
Transit Midtown Transfer ST20%	6/20/19	3.00%	2039	216,125	216,125	—	6,484	216,125
Transit Vehicle Replacement ST20%	6/2/21	2.00%	2041	780,609	691,275	34,032	13,826	657,243
Water System Improvements	3/19/18	2.91%	2031	1,155,930	684,546	87,700	20,536	596,846
Water Improv Refunding 2012E	6/2/21	2.00%	2032	369,768	271,303	32,473	5,426	238,830
Water System Improvements	6/20/19	3.00%	2033	1,323,107	871,017	97,333	19,920	773,684
Water System Improv Refunding 2014B	6/2/21	2.00%	2034	7,470,000	5,915,000	535,000	118,300	5,380,000
Water System Improvements	4/4/16	2.79%	2035	635,000	405,000	30,000	11,688	375,000
Total General Obligation Bonds				146,447,786	95,787,605	8,292,237	2,615,789	103,186,336
Less Annual Appropriation G.O.				—	(15,902,592)	—	—	(14,675,138)
Total G.O. Bonds Subject to Debt Limit				146,447,786	79,885,013	8,292,237	2,615,789	88,511,198

Tax Increment

Port of Dubuque Parking Ramp	10-16-07	7.5000%	2037	23,025,000	16,350,000	785,000	1,226,250	15,565,000
Total Tax Increment Bonds				23,025,000	16,350,000	785,000	1,226,250	15,565,000
Total Tax Increment				23,025,000	16,350,000	785,000	1,226,250	15,565,000

TIF bond issue for the Port of Dubuque Parking Ramp backed by Greater Downtown TIF & a minimum assessment agreement

Tax Increment**Economic Development TIF Rebate Agreements**

Medline (DICW)	11/19/07	Rebate	2031	1,600,279	416,629	416,629	—	416,629
Simmons Pet Food (DICW)	12/9/20	Rebate	2030	397,918	436,111	436,111	—	436,111
Hodge (DICW)	4/6/20	Rebate	2035	257,073	543,368	543,368	—	543,368
Green Industrial Supply (DICW)	8/15/11	Rebate	2023	105,391	105,391	105,391	—	105,391
Tri-State Quality Metals (DICW) NA	3/17/14	Rebate	2026	32,510	59,436	73,975	—	73,975
Roasting Solutions (DICW) NA	1/14/16	Rebate	2028	33,666	64,577	68,924	—	68,924
Rite Hite(DICW) Non-Appropriation	1/14/17	Rebate	2030	24,190	114,749	143,654	—	143,654
Hormel Foods (DICW)	4/21/08	Rebate	2026	8,250,067	543,830	271,915	—	271,915
Linseed Oil (GDTIF) Multi-Res	3/7/13	Rebate	2030	576,504	103,644	17,274	—	86,370
Rousselot (GDTIF) (Non-Appropriation)	1/22/13	Rebate	2025	4,931	21,484	21,484	—	—
METX - Lamar Building (GDTIF) NA	5/13/20	Rebate	2031	75,660	182,914	182,914	—	182,914
Marquette Hall (Non-Appropriation)	5/20/19	Rebate	2031	9,170	4,863	4,863	—	4,863
3 Amigos (Non-Appropriation)	4/15/19	Rebate	2031	2,516	7,055	7,055	—	7,055
210 Jones (Non-Appropriation)	6/19/17	Rebate	2031	10,348	21,295	21,295	—	21,295
Prairie Farms Dairy (Non-Appropriation)	3/18/19	Rebate	2031	5,626	9,586	9,586	—	9,586
Julien Hotel (GDTIF)	4/21/08	Rebate	2026	3,260,286	533,958	266,979	—	266,979
44 Main (GDTIF) Multi-Res	10/18/10	Rebate	2027	446,799	245,856	81,952	—	163,904
Barker Financial (GDTIF) Multi-Res	8/16/10	Rebate	2027	297,282	41,460	13,820	—	27,640
253 Main St. (GDTIF) (Non-Appropriation)	4/6/15	Rebate	2027	5,798	2,601	3,094	—	3,094
Spahn and Rose (GDTIF) NA	4/21/14	Rebate	2027	108,221	124,882	124,882	—	124,882
Franklin Investment -Multires (GDTIF)	4/4/11	Rebate	2028	437,225	85,120	21,280	—	63,840
Plastic Center Betty Jane Block (GDTIF)	2/7/11	Rebate	2028	148,957	26,884	6,721	—	20,163
Caradco (GDTIF) Multi-Res	3/21/11	Rebate	2028	1,499,442	537,072	134,268	—	402,804
Bonson 356 Main St. (GDTIF) Multi-Res	12/19/11	Rebate	2028	152,286	39,332	9,833	—	29,499

Description	Date of Issue	Average Interest Rate	Year of Final Payment	Amount of Issue	Principal Outstanding 6/30/24	Principal Due FY 2025	Interest Due FY 2025	Principal Outstanding 6/30/25
Roshek Building (GDTIF) NA	2/17/09	Rebate	2030	5,149,852	280,309	280,309	—	515,175
Novelty Iron Works (GDTIF) (Non-Approp)	6/17/13	Rebate	2031	33,105	204,402	204,402	—	204,402
Gardens of Dubuque (RADFORD)	9/28/20	Rebate	2038	1,391,310	1,298,556	92,754	—	1,205,802
Rockfarm Holdings (TECH) NA	10/7/14	Rebate	2027	42,301	49,426	49,426	—	49,426
Total TIF Rebates				24,358,713	6,104,790	3,614,158	—	5,449,660
Bowling & Beyond Lease Buyout	10-15-12	Buyout	2032	1,000,000	400,000	50,000	—	350,000
Iowa Finance Authority Loan - Caradco	12-01-10	3.0000%	2030	4,500,000	2,540,485	226,314	74,530	2,314,171
Total Other Lns-Rev Backed				5,500,000	2,940,485	276,314	74,530	2,664,171
Total City Indebtedness Subject to Debt Limit				199,331,499	105,280,288	12,967,709	3,916,569	112,190,029
Revenue Bonds								
Sanitary Northfork Catfish Imp SRF	1/13/10	3.25%	2031	912,000	337,000	52,000	10,953	285,000
Sanitary W&RRC Upgrade SRF	8/18/10	3.25%	2039	74,285,000	47,502,000	2,747,000	950,039	44,755,000
Sanitary WRRC Cogeneration SRF	5/17/13	2.00%	2033	3,048,000	1,522,000	156,000	30,440	1,366,000
Sanitary Kerper Boulevard & Sponsor SRF	3/8/19	1.00%	2038	2,763,000	1,906,537	129,000	19,114	1,777,537
Sanitary Projects Planning - FY21 SRF	Various	2.00%	2043	1,770,000	1,732,668	75,788	34,276	1,656,880
Sanitary Granger Creek & Force Main Plan	1/7/2022	—%	2044	465,000	455,192	19,910	9,005	435,282
Sanitary 42" Force Main WQFP Loan	3/3/2023	1.00%	2043	1,950,000	1,862,000	89,000	18,620	1,773,000
Sanitary Projects- FY24 (FY23 Carryovers)	Future	2.68%	2044	11,290,109	11,290,109	456,443	274,920	10,833,666
Sanitary Projects- FY24	Future	2.68%	2044	4,228,710	4,228,710	170,961	102,971	4,057,749
Sanitary Projects- FY25	Future	2.68%	2045	17,683,900	—	—	—	17,683,900
Stormwater Lower Bee Branch Rest SRF	10/27/10	3.25%	2041	7,850,000	5,337,000	240,000	173,452	5,097,000
Stormwater Lower Bee Branch SRF	9/1/14	2.00%	2034	1,029,000	168,000	17,000	3,360	151,000
Stormwater Northfork Catfish Improv. SRF	1/13/10	3.25%	2031	800,000	295,000	45,000	9,588	250,000
Stormwater Sales Tax Increment Rev NA	6/15/15	3.72%	2031	20,800,000	16,725,000	2,150,000	618,968	14,575,000
Stormwater Sales Tax Revenue - GO	5/19/2014	3.23%	2029	7,190,000	6,000,000	1,125,000	275,500	4,875,000
Stormwater Upper Bee Branch RR SRF	6/7/19	2.00%	2040	16,382,000	13,603,000	730,000	272,060	12,873,000
Stormwater West 32nd Detention SRF	1/14/09	3.25%	2028	1,847,000	466,000	111,000	15,145	355,000
Water Webber Extension - FY22	1/7/22	—%	2044	1,570,000	1,536,886	67,224	30,403	1,469,662
Water Projects- FY24 (FY23 Carryovers)	Future	2.68%	2044	1,633,646	1,633,646	66,046	39,780	1,567,600
Water Projects- FY24	Future	2.68%	2044	4,140,315	4,140,315	167,387	100,819	3,972,928
Water Projects- FY25	Future	2.68%	2045	4,686,377	—	—	—	4,686,377
Water Roosevelt Water Tower SRF	8/9/19	2.00%	2040	4,400,000	3,654,000	196,000	73,080	3,458,000
Water CIWA Purchase & Improvements	7/7/17	2.00%	2036	8,613,761	6,063,761	521,000	152,960	5,542,761
Water- Clear Well Reservoirs SRF	10/18/07	3.25%	2028	915,000	232,000	55,000	4,640	177,000
Water Meter Change Out Program SRF	2/12/10	3.25%	2031	6,394,000	2,692,000	349,000	87,587	2,343,000
Water System Improv & Ext. Refunding	8/18/21	2.00%	2030	3,505,000	2,435,000	380,000	48,700	2,055,000
Total Revenue Bonds				210,151,818	135,817,824	10,115,759	3,356,380	148,072,342
Less Annual Appropriation Revenue Bds				—	(13,956,032)	—	—	(11,803,968)
Net Revenue Bonds				210,151,818	121,861,792	10,115,759	3,356,380	136,268,374
Total City Indebtedness				409,483,317	257,000,704	23,083,468	7,272,949	274,937,509
Statutory Debt Limit					262,722,395			\$321,926,12
% of Debt Limit Used					40.07 %			34.85 %
Remaining Debt Capacity					157,442,107			209,736,091.4

ATTACHMENT D

DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT

(2025.4) Updated July 28, 2025

LEGAL DESCRIPTION:

Subarea A of the District consists of the real property legally described as follows:

- All of Dubuque Industrial Center Eighth Addition; and
- All of Lot 1 Dubuque Industrial Center 13th Addition; and
- Lot 2 Dubuque Industrial Center 13th Addition; and
- Lot 1-2-2 Dubuque Industrial Center Fifth Addition; and
- Lot 1 Dubuque Industrial Center Fifth Addition; and
- Lot 1 Dubuque Industrial Center 11th Addition; and
- Lot 1 of 2 of Dubuque Industrial Center Fifth Addition; and
- Lot 1 of 2 of Dubuque Industrial Center Fifth Addition; and
- Lot 1-3 Dubuque Industrial Center 12th Addition; and
- Lot 1 of lot 3 of final plat of lot 1 of Dubuque Industrial Center First Addition; and
- Lot 1 Dubuque Industrial Center 10th Addition; and
- Lot 2-3 Dubuque Industrial Center 12th Addition; and
- Lots 1 & 2 of final plat of lot 1 of Dubuque Industrial Center First Addition; and
- Lot 1 Dubuque Industrial Center 12th Addition; and
- Lot 2 Dubuque Industrial Center Ninth Addition; and
- Lot 2 Dubuque Industrial Center 12th Addition; and
- Lot 2-2 Dubuque Industrial Center Sixth Addition; and
- Lot 3 Dubuque Industrial Center Ninth Addition; and
- Lot 1 Dubuque Industrial Center Sixth Addition; and
- Lot 2 of 2 Dubuque Industrial Center 7th Addition; and
- Lot 2-1 Walter Addition; and
- Lot 2-1 Walter Addition; and
- And all adjoining public right-of-way, all in the City of Dubuque, Dubuque County, Iowa.

Subarea B of the District consists of the real property legally described as follows:

- Lots 1, 3, 4, 1 of 5, 6 and H of Dubuque Industrial Center West as originally platted; and
- Lots 1, 2, 3, 4, 5, 6, , and C of Dubuque Industrial Center West 2nd Addition as originally platted; and
- Lots 1, 2, 3, 4, B, and C of Dubuque Industrial Center West 4th Addition as originally platted; and
- Lots 1 of 1, 1 of 2, 2 of 2, 1 of 3, 2 of 3, A, C, and D of Dubuque Industrial Center West 5th Addition as originally platted; and
- Lot 1 and Lot A of Dubuque Industrial Center West 6th Addition as originally platted; and
- Lots 1, 1 of 2, and 2 of 2 of Dubuque Industrial Center West 7th Addition as originally platted; and
- Lot 2 of 1 of the Southwest Quarter of the Southwest Quarter and Lot 2 of 1 of the Southeast Quarter of the Southwest Quarter all in Section 30, Township 89 North, Range 2 East, 5th Principal Meridian as originally platted; and
- and all that part of a 100-foot-wide strip of the Chicago Central Pacific Railroad right-of-way lying in the SE 1/4 of Section 30, the SE 1/4 of the SW 1/4 of Section 30, the NW 1/4 of Section 31, and the NE 1/4 of Section 31 all in T89N, R2E, of the 5th P.M. Dubuque County, Iowa, the centerline of which is more particularly described as follows:
beginning at a point of intersection with the easterly line of the SE 1/4 of Section 30, T89N, R2E, of the 5th P.M., thence southwesterly along the centerline of said railroad 2,700 feet, more or less a point of intersection with the westerly line of the SE 1/4 of said Section 30; thence southwesterly continuing along said centerline 845 feet, more or less, to a point where the railroad right-of-way widens to 200 feet, said point being the terminus of this description; and
- all that part of a 100-foot-wide strip of the Chicago Central Pacific Railroad right-of-way lying in the Balance of Lot 1 of 1 of the Southwest Quarter of the Southwest Quarter in Section 29, Township 89 North, Range 2 East, 5th Principal Meridian; and
- any adjoining public street right-of-way all in the City of Dubuque, Dubuque County, Iowa.
- Excepting therefrom Lot 1 of Lot 4 of Dubuque Industrial Center West 4th Addition in the City of Dubuque, Iowa, according to the recorded plat thereof

Subarea C of the District consists of the real property legally described as follows:

- Lot 1 of Dubuque Industrial Center North Second Addition; and
- Lots 2 of Dubuque Industrial Center North First Addition; and
- Lot 3 of Dubuque Industrial Center North First Addition, excepting the following part of said Lot 3:

- Part Lot 3 in the Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, Except Lot 'A' of Lot 3 in Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, described as follows:
Commencing at the southeast corner of said Lot 3; thence N00°36'04"W, 364.16 feet along the east line of said Lot 3; thence S89°24'16"W, 502.28 feet along the outside face of the south wall of the existing building to the point of beginning; thence S00°35'44"E, 37.00 feet; thence S89°24'16"W, 210.00 feet; thence N00°35'44"W, 362.00 feet; thence N89°24'16"E, 255.00 feet to the northerly extension of the outside face of the west wall of the existing building; then S00°35'44"E, 357.00 feet along said face of the west wall of the southwest corner of the existing building; thence N89°24'16"E, 125.00 feet along the face of the south wall of the existing building to the point of beginning, containing 2.258 acres.; and
- C of Dubuque Industrial Center North First Addition, excepting the following part of said Lot C: Commencing at the northwest corner of Lot 1 in Dubuque Industrial Center North Second Addition in the City of Dubuque, Iowa; Thence North 87 degrees 35 minutes 13 seconds East along the north line of said Lot 1, 65.47 feet to the Point of Beginning; Thence North 87 degrees 35 minutes 13 seconds East continuing along said north line of Lot 1, 467.29 feet; Thence South 82 degrees 04 minutes 06 seconds East continuing along said north line of Lot 1, 212.63 feet; Thence North 19 degrees 12 minutes 36 seconds East, 433.37 feet, to a point on the easterly line of Lot 2 in Dubuque Industrial Center North Third Addition in the City of Dubuque, Iowa; Thence North 90 degrees 00 minutes 00 seconds West, 231.12 feet; Thence North 60 degrees 11 minutes 47 seconds West, 280.07 feet; Thence North 51 degrees 38 minutes 25 seconds West, 318.12 feet; Thence South 57 degrees 28 minutes 14 seconds West, 86.87 feet; Thence South 18 degrees 59 minutes 51 seconds East, 140.84 feet; Thence South 51 degrees 57 minutes 52 seconds East, 101.08 feet; Thence South 01 degree 57 minutes 06 seconds East, 108.09 feet; Thence South 33 degrees 59 minutes 54 seconds East, 90.10 feet; Thence South 44 degrees 57 minutes 34 seconds East, 130.53 feet; Thence South 12 degrees 19 minutes 12 seconds West, 171.97 feet; Thence South 87 degrees 35 minutes 13 seconds West, 260.33 feet; Thence South 02 degrees 35 minutes 19 seconds East, 40.00 feet, to the Point of Beginning, said part of Lot C contains 6.59 acres, more or less.
- Lot A of Dubuque Industrial Center North First Addition, excepting that Part of said Lot A originally platted as Lot 2 of the SW ¼ of the NW ¼ of Sec. 30, T89N, R2E of the 5th PM; and
- Any adjoining public street right-of-way, all in the City of Dubuque, Dubuque County, Iowa.

Subarea D of the District consists of the real property legally described as follows:

- Lots 1, 2, and B and all of the right of way of Chavenelle Court in Dubuque Industrial Center West 8th Addition in the City of Dubuque, Dubuque County, Iowa.

Subarea E of the District consists of the real property legally described as follows:

- All of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa, except Lot 2 of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa; and
- All of Seippel Road right of way from the north boundary line of Lot 1 of 1 of South Fork Subdivision No. 1 in the City of Dubuque, to the south boundary lines of Lot H of Dubuque Industrial Center West and Lot 1 of Dubuque Industrial Center West 2nd Addition in the City of Dubuque, Dubuque County, Iowa, including crossings at the intersections of Old Highway Road and Chicago Central & Pacific Railroad rights-of-way.

Subarea F of the District consists of the real property legally described as follows:

- Lot one (1) of Graf Farm Subdivision #2, Dubuque County, Iowa, according to the recorded plat thereof;
- Lot 1 of Lot 1 of Lot 1 of Lot 1 of West One-half of Northeast One-quarter, Section 25, Township 89 North , Range 1 East of the 5th Principal Meridian, in Center Township , Dubuque County , Iowa;
- Lot 2 in "W.A. Norman Place" in Section 25, Center Township, Dubuque County, Iowa, according to the plat thereof; and
- The NW 1/4 of the SE 1/4 of Section 25, Township 89 North, Range 1 East of the 5th P.M., in Center Township, Dubuque County, Iowa.

Subarea G of the District consists of the real property legally described as follows:

- The South one-half of the Northwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.
- Lot 1 of Lot 1 of the Northwest Quarter of the Northwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.
- Lot 2 of McFadden Farm Place #2, in the City of Dubuque, Iowa.
- Lot 2 of McFadden Farm Place, in the City of Dubuque, Iowa.

- Lot A of Lot 1 of 1 of the Southwest Quarter of the Southwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.
- Lot A of Lot 1 of 1 of the Northwest Quarter of the Southwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.
- All in the City of Dubuque, Dubuque County, Iowa.

Subarea H of the District consists of the real property legally described as follows:

- Lot 1 of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and Lot 2 of Lot 1 of Lot 2 of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, of Section 30, in Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.

Subarea I of the District consists of the real property legally described as follows:

- Lot 2 Seippel Road Place #2, Dubuque County, Iowa.
- Lot 2-1-1 of the Southeast Quarter of the Southeast Quarter of Section 25, Township 89 North, Range 2 East of the 5th Principal Meridian, Dubuque County, Iowa

Subarea J of the District consists of the real property legally described as follows:

- Lot 2 Julien Care Place, Dubuque County, Iowa.
- Lot 3 Julien Care Place, Dubuque County, Iowa
- Lot 2-1 Julien Care Place, Dubuque County, Iowa

Subarea K of the District consists of the real property legally described as follows:

- Lot 1 of Dubuque Industrial Center North Third Addition, in the City of Dubuque, Iowa.

Subarea L of the District shall include the following described properties:

- Lot 1 of Loretta Bahl's Homestead, in the City of Dubuque, Iowa, comprised of Lot 1 of the West 30 Acres of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 19, Township 89 North, Range 2 East of the 5th P.M.

Subarea M of the District shall include the following described properties:

- Lot 2 of the Subdivision of Lot 2 of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 30, Township 89 North, Range 2 East of the 5th P.M.

Subarea N of the District shall include the following described properties:

- Lot 1 of Dubuque Industrial Center North First Addition, in the City of Dubuque, Iowa; and
- All of the street right of way of Innovation Drive adjacent to Lot 1 of Dubuque Industrial Center North First Addition, in the City of Dubuque, Iowa.

Subarea O of the District shall include the following described properties:

- Lot 2 of Dubuque Industrial Center North Third Addition, in the City of Dubuque, Iowa; and
- A Part of Lot C in Dubuque Industrial Center North First Addition in the City of Dubuque, Iowa, being more particularly described as follows:
 - Commencing at the northwest corner of Lot 1 in Dubuque Industrial Center North Second Addition in the City of Dubuque, Iowa;
 - Thence North 87 degrees 35 minutes 13 seconds East along the north line of said Lot 1, 65.47 feet to the Point of Beginning;
 - Thence North 87 degrees 35 minutes 13 seconds East continuing along said north line of Lot 1, 467.29 feet;
 - Thence South 82 degrees 04 minutes 06 seconds East continuing along said north line of Lot 1, 212.63 feet;
 - Thence North 19 degrees 12 minutes 36 seconds East, 433.37 feet, to a point on the easterly line of Lot 2 in Dubuque Industrial Center North Third Addition in the City of Dubuque, Iowa;
 - Thence North 90 degrees 00 minutes 00 seconds West, 231.12 feet;
 - Thence North 60 degrees 11 minutes 47 seconds West, 280.07 feet;
 - Thence North 51 degrees 38 minutes 25 seconds West, 318.12 feet;
 - Thence South 57 degrees 28 minutes 14 seconds West, 86.87 feet;

- Thence South 18 degrees 59 minutes 51 seconds East, 140.84 feet;
- Thence South 51 degrees 57 minutes 52 seconds East, 101.08 feet;
- Thence South 01 degree 57 minutes 06 seconds East, 108.09 feet;
- Thence South 33 degrees 59 minutes 54 seconds East, 90.10 feet;
- Thence South 44 degrees 57 minutes 34 seconds East, 130.53 feet;
- Thence South 12 degrees 19 minutes 12 seconds West, 171.97 feet;
- Thence South 87 degrees 35 minutes 13 seconds West, 260.33 feet;
- Thence South 02 degrees 35 minutes 19 seconds East, 40.00 feet, to the Point of Beginning, said part of Lot C contains 6.59 acres, more or less.
- All in the City of Dubuque, Iowa

Subarea P of the District shall include the following described properties:

- Lot 2 of Wertzberger Acres No. 3, in Table Mound Township, Dubuque County, Iowa, according to the recorded Plat thereof; and
- The Southwest 1/4 of the Northeast 1/4, Lot 1 of the Northwest 1/4 of the Northeast 1/4, Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4, and Lot 2 of the Southeast 1/4 of the Northeast 1/4, in Section 14, Township 88 North, Range 2 East of the 5th P.M., in Dubuque County, Iowa, according to United States Government Survey and the recorded Plats thereof, excepting therefrom that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 1 of the Northwest 1/4 of the Northeast 1/4 and of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 11.95 acres and as shown and described in the Warranty Deed filed as Instrument Number 2010-00003964 in the Dubuque County Recorder's Office, and excepting therefrom that land acquired for highway right of way by the Iowa Department of Transportation known as Lot B of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 0.62 acres and as shown and described in the Warranty Deed filed as Instrument Number 2011-00011776 in the Dubuque County Recorder's Office; and
- All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 1 of the Northwest 1/4 of the Northeast 1/4 and of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 11.95 acres and as shown and

described in the warranty deed filed as instrument number 2010-00003964 in the Dubuque County Recorder's Office, and

- All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot B of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 0.62 acres and as shown and described in the warranty deed filed as instrument number 2011-00011776 in the Dubuque County Recorder's Office; and
- All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 2 of the Southwest 1/4 of the Northwest 1/4, all in Section 13, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 7.50 acres and as shown and described in the warranty deed filed as instrument number 2010-00007163 in the Dubuque County Recorder's Office; and
- A part of that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 2 of 3 of Archdiocese Place No. 2 at Key West in Section 11, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque and of Lot 2 of the Northwest 1/4 of the Northeast 1/4 and of Lot 2 of 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 1 of the Southeast Quarter of the Northeast Quarter, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 51.12 acres and as shown and described in the warranty deed filed as instrument number 2011-00018392 in the Dubuque County Recorder's Office, more particularly described as follows:
 - Commencing at the east 1/4 corner of said section 14; thence south 87° (degrees) 30' (minutes) 08" (seconds) west (assumed bearing for the purpose of this description) on the south line of the northeast 1/4 of said section 14, a distance of 316.67 feet to the southeast corner of said lot 1 of the southeast 1/4 of the northeast 1/4 which is on the present northwesterly right-of-way line of u.s. highway 61, being the point of beginning of the area herein described; thence continuing south 87°30'08" west on said south line, also being the south line of said lot 1 of the southeast 1/4 of the northeast 1/4, a distance of 744.37 feet to the west line of said lot 1 of the southeast 1/4 of the northeast 1/4; thence north 01°46'59" west on said west line, 365.46 feet; thence north 02°36'29" west on said west line, 258.32 feet to the northwesterly line of said lot 1 of the southeast 1/4 of the northeast 1/4; thence north 15°33'01" east on said northwesterly line, 189.90 feet; thence north 20°16'31" east on said northwesterly line, 100.25 feet; thence north 31°16'30" east on said northwesterly line, 371.74 feet; thence north 51°35'55" east on said northwesterly line, 46.89 feet; thence north 26°34'03" east

on said northwesterly line, 112.65 feet to the northwest corner of said lot 1 of the southeast 1/4 of the northeast 1/4, also being the southwest corner of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4; thence north 35°25'51" east on the westerly and southwesterly line of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, a distance of 200.90 feet; thence north 01°11'53" west on said westerly and southwesterly line, 284.09 feet; thence north 51°36'20" west on said westerly and southwesterly line, 173.35 feet; thence south 73°41'30" east a distance of 115.82 feet; thence south 48°36'34" east on the northeasterly line of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, 759.07 feet to the southeast corner of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, also being the northeast corner of said lot 1 of the southeast 1/4 of the northeast 1/4; thence south 02°41'19" east on the easterly line of said lot 1 of the southeast 1/4 of the northeast 1/4, a distance of 954.91 feet to the present northwesterly right-of-way line of u.s. highway 61; thence south 38°00'39" west on said northwesterly right-of-way line, 485.62 feet to the point of beginning, containing 31.49 acres, more or less; and

- An 80-foot-wide strip of land in the Southeast Half of Section 31, Township 89 North, Range 2 East, The Southwest Quarter of Section 32, Township 89 North, Range 2 East, the North Half of Section 5, Township 88 North, Range 2 East, the Northwest, Northeast, and Southeast Quarters of Section 4, Township 88 North, Range 2 East, the South Half of Section 3, Township 88 North, Range 2 East, the Southwest Quarter of Section 2, Township 88 North, Range 2 East, the Northwest, Northeast, and Southeast Quarters of Section 11, Township 88 North, Range 2 East, and the Northeast Quarter of Section 14, Township 88 North, Range 2 East, of the Fifth Principal Meridian, centered on the following described line:
- Commencing at the Southeast Corner of Lot B, Dubuque Industrial Center South First Addition, in the City of Dubuque, Dubuque County, Iowa (Record Doc. #2014-1397), at the Northerly Right-of-Way of Seippel Road; thence South 35°44'18" East (Record North 35°52'10" West) along the East Line of said First Addition, 11.13 feet; thence South 10°51'45" East, 40.00 feet to the centerline of Seippel Road, the **Point of Beginning**; thence North 79°08'15" East along said centerline, 1004.09 feet; thence Easterly along the centerline of U. S. Highway 52 and the extension thereof an arc length of 880.50 feet along a 1,200.00 foot radius curve being concave southerly, having a long chord of South 79°50'32" East, 860.88 feet; thence South 58°49'18" East along said centerline of U. S. Highway 52, 2,489.33 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 3,363.36 feet along a 12,000.00 foot radius curve being concave Northeasterly, having a long chord of South 66°51'04" East, 3,352.36 feet;

thence South 74°52'50" East along said centerline of U. S. Highway 52, 1318.07 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,569.39 feet along a 12,000.00 foot radius curve being concave Southwesterly, having a long chord of South 71°08'02" East, 1,568.27 feet; thence South 67°23'15" East along said centerline of U. S. Highway 52, 1093.39 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,414.18 feet along a 23,000.00 foot radius curve being concave Southwesterly, having a long chord of South 65°37'33" East, 1,413.95 feet; thence South 63°51'52" East along said centerline of U. S. Highway 52, 947.44 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,134.73 feet along a 8,000.00 foot radius curve being concave Northeasterly, having a long chord of South 67°55'41" East, 1,133.78 feet; thence South 71°59'29" East along said centerline of U. S. Highway 52, 3,507.89 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 7,787.63 feet along a 7,500.00 foot radius curve being concave Southwesterly, having a long chord of South 42°14'42" East, 7,442.46 feet; thence South 12°29'54" East along said centerline of U. S. Highway 52, 750.54 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 449.54 feet along a 4,000.00 foot radius curve being concave Northeasterly, having a long chord of South 15°43'05" East, 449.31 feet, to the **End Point**, the sidelines of said 80-foot-wide strip of land are to be shortened or lengthened to the intersection of the easterly line of Dubuque Industrial Center South First Addition, in the City of Dubuque, Dubuque County, Iowa as recorded in Doc. #2014-1397 and the intersection of the northerly line of Lot 1 and Lot 1 of 1 as recorded in Doc. #2010-3964.

Subarea Q of the District shall include the following described properties:

- Lot 1-5 of Dubuque Industrial Center West 5th Addition in the City of Dubuque, Iowa
- All in the City of Dubuque, Iowa

Subarea R of the District shall include the following described properties:

- Part Lot 3 in the Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, Except Lot 'A' of Lot 3 in Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, described as follows:
Commencing at the southeast corner of said Lot 3; thence N00°36'04"W, 364.16 feet along the east line of said Lot 3; thence S89°24'16"W, 502.28 feet along the outside face of the south wall of the existing building to the point of beginning; thence S00°35'44"E, 37.00 feet; thence S89°24'16"W, 170.00 feet; thence N00°35'44"W, 32.00 feet; thence S89°24'16"W, 210.00 feet; thence N00°35'44"W, 362.00 feet; thence N89°24'16"E,

255.00 feet to the northerly extension of the outside face of the west wall of the existing building; then S00°35'44"E, 357.00 feet along said face of the west wall of the southwest corner of the existing building; thence N89°24'16"E, 125.00 feet along the face of the south wall of the existing building to the point of beginning, containing 2.258 acres.

Subarea S of the District shall include the following described properties:

- Lot 2 of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa

Subarea T of the District shall include the following described properties:

- The East 10 Acres of the Southwest Quarter of the Southeast Quarter of Section 19, T89N, R2E, of the 5th P.M., Dubuque County, Iowa

Subarea U of the District consists of the real property legally described as follows:

- All of Lot 1 of Airborne Place, in the City of Dubuque, Iowa; and
- All of the Airborne Road right of way adjacent to Lot 1 of Airborne Place, in the City of Dubuque, Iowa, being the same area described as Acquisition Parcel 154, in Part of Lot 2-2 of South Fork Industrial Subdivision No. 1, Per Instrument Number 2018-10004 in the office of the Dubuque County Recorder

Subarea V of the District consists of the real property legally described as follows:

- All that part of Lot 1 of Dubuque Industrial Center South Fourth Addition in the City of Dubuque Iowa lying west of the west line of the Southwest Quarter of Section 31, Township 89 North, Range 2 East of the 5th P.M.,

Subarea W of the District consists of the real property legally described as follows:

- Lot 1 of Lot 4 of Dubuque Industrial Center West 4th Addition in the City of Dubuque, Iowa, according to the recorded plat thereof

Subarea X of the District consists of the real property legally described as follows:

- Lot 7 and Lot 8 of Dubuque Industrial Center West 2nd Addition in the City of Dubuque Iowa, according to the recorded plat thereof

All in the City of Dubuque, Iowa.

ORDINANCE NO. __-25

AN ORDINANCE CORRECTING AND AMENDING ORDINANCE NO. 8-25, PREVIOUSLY AMENDED, PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE AMENDED AND RESTATED DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL AREA OF THE CITY OF DUBUQUE, COUNTY OF DUBUQUE, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF DUBUQUE, COUNTY OF DUBUQUE, DUBUQUE COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY SAID CITY IN CONNECTION WITH THE AMENDED AND RESTATED DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL REDEVELOPMENT PROJECT BY ADDING SUBAREA T TO THE DIVISION OF REVENUES

WHEREAS, the Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District (the "District") described in Resolution No. 130-88 was adopted on May 2, 1988 and was thereafter amended and restated by Resolution No. 484-90 on December 17, 1990, Resolution No. 142-97 on April 7, 1997, Resolution No. 478-97 on November 17, 1997, Resolution No. 15-08 on January 7, 2008, Resolution No. 101-08 on March 17, 2008, Resolution No. 109-08 on April 7, 2008, Resolution No. 87-11 on March 7, 2011, Resolution No. 171-13 on June 3, 2013, Resolution No. 197-15 on June 1, 2015, Resolution No. 309-15 on September 8, 2015, Resolution No. 132-16 on September 19, 2016, Resolution No. 157-18 and Resolution No. 158-18 on May 21, 2018, Resolution 380-18 on December 17, 2018, Resolution 125-21 and Resolution 126-21 on April 19, 2021, Resolution 323-21 and Resolution 324-21 on September 20, 2021, Resolution 387-21 on November 1, 2021, Resolution 197-22 on May 16, 2022, by Resolution 289-22 on September 6, 2022, by Resolution No. 290-22 on September 6, 2022, by Resolution 73-23 on March 20, 2023, by Resolution 74-23 on March 20, 2023, by Resolution 180-23 on June 5, 2023, by Resolution 180-23-A on July 17, 2023, by Resolution 40-24 on February 19, 2024, by Resolution 103-25 on March 17, 2025, by Resolution 104-25 on March 17, 2025, and by Resolution 290-25 on September 2, 2025 (as

amended and restated, the “Urban Renewal Plan” or “Amended and Restated Urban Renewal Plan”); and

WHEREAS, the City Council of the City of Dubuque, Iowa originally provided for the division of taxes pursuant to Section 403.19 of the Code of Iowa within the District in Ordinance No. 26-88 passed and approved on May 2, 1988 and thereafter amended and restated by Ordinance No. 63-88 on December 5, 1988, by Ordinance No. 66-97 on November 17, 1997, by Ordinance No. 70-08 on October 20, 2008, by Ordinance No. 10-14 on February 3, 2014, by Ordinance No. 39-15 on June 1, 2015, by Ordinance No. 55-15 on September 8, 2015, by Ordinance No. 49-16 on September 19, 2016, Ordinance 18-18 on May 21, 2018, by Ordinance 45-18 on December 17, 2018, by Ordinance 15-21 and Ordinance 16-21 on April 19, 2021, by Ordinance 22-21 on June 7, 2021, by Ordinance 31-21 and Ordinance 32-21 on September 20, 2021, by Ordinance 37-21 on November 1, 2022, by Ordinance 21-22 on May 16, 2022, by Ordinance 28-22 on September 6, 2022, by Ordinance 28-22A on November 7, 2022, by Ordinance 10-23 on March 20, 2023, by Ordinance 30-23 on June 5, 2023, by Ordinance 32-23-A on July 17, 2023, by Ordinance 4-24 on February 19, 2024, by Ordinance 5-24 on February 19, 2024, by Ordinance 8-25 on March 17, 2025, and by Ordinance ___-25 on December 1, 2025; and

WHEREAS, indebtedness has been incurred by the City, and additional indebtedness is anticipated to be incurred in the future, to finance urban renewal project activities within the District, and the continuing needs of redevelopment within the District are such as to require the continued application of the incremental tax resources of the District; and

WHEREAS, the following enactment is necessary to accomplish the objectives described in the premises.

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

Section 1. Ordinance 8-25 Section 1 is amended to read as follows:

Section 1: For purposes of this Ordinance, the following terms shall have the following meanings:

(a) Original Project Area means that portion of the City of Dubuque, Iowa described in the Urban Renewal Plan for the District approved by Resolution No. 130-88 on May 2, 1988, and subsequently amended by Resolution No. 484-90 on December 17, 1990, which Original Project Area includes the lots and parcels located within the area now legally described as follows:

All of Dubuque Industrial Center Eighth Addition; and
All of Lot 1 Dubuque Industrial Center 13th Addition; and
Lot 2 Dubuque Industrial Center 13th Addition; and

Lot 1-2-2 Dubuque Industrial Center Fifth Addition; and
 Lot 1 Dubuque Industrial Center Fifth Addition; and
 Lot 1 Dubuque Industrial Center 11th Addition; and
 Lot 1 of 2 of Dubuque Industrial Center Fifth Addition; and
 Lot 1 of 2 of Dubuque Industrial Center Fifth Addition; and
 Lot 1-3 Dubuque Industrial Center 12th Addition; and
 Lot 1 of lot 3 of final plat of lot 1 of Dubuque Industrial Center First Addition; and
 Lot 1 Dubuque Industrial Center 10th Addition; and
 Lot 2-3 Dubuque Industrial Center 12th Addition; and
 Lots 1 & 2 of final plat of lot 1 of Dubuque Industrial Center First Addition; and
 Lot 1 Dubuque Industrial Center 12th Addition; and
 Lot 2 Dubuque Industrial Center Ninth Addition; and
 Lot 2 Dubuque Industrial Center 12th Addition; and
 Lot 2-2 Dubuque Industrial Center Sixth Addition; and
 Lot 3 Dubuque Industrial Center Ninth Addition; and
 Lot 1 Dubuque Industrial Center Sixth Addition; and
 Lot 2 of 2 Dubuque Industrial Center 7th Addition; and
 Lot 2-1 Walter Addition; and
 Lot 2-1 Walter Addition; and
 And all adjoining public right-of-way, all in the City of Dubuque, Dubuque County, Iowa.

The Original Project Area is referred to as "Subarea A" in the Urban Renewal Plan hereinafter described.

(b) Subarea B has been removed from the division of revenues by Ordinance 22-21 on June 7, 2021.

(c) Subarea C means that portion of the City of Dubuque, Iowa described as Subarea C in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 289-22 on September 6, 2022, which Subarea C includes the lots and parcels located within the area legally described as follows:

Lots 1 and 2 of Dubuque Industrial Center North Second Addition;
 Lots 2, 3, C and A of Dubuque Industrial Center North First Addition, excepting that Part of said Lot A originally platted as Lot 2 of the SW ¼ of the NW ¼ of Sec. 30, T89N, R2E of the 5th PM; and
 any adjoining public street right-of-way, all in the City of Dubuque, Dubuque County, Iowa,

EXCEPT those lots and parcels included in Subarea K, those lots and parcels included in Subarea O, and those lots and parcels included in Subarea R.

(d) Subarea D means that portion of the City of Dubuque, Iowa described as Subarea D in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 109-08 on April 7, 2008, which Subarea D includes the lots and parcels located within the area legally described as follows:

Lots 1, 2, and B and all of the right of way of Chavenelle Court in Dubuque Industrial Center West 8th Addition in the City of Dubuque, Dubuque County, Iowa.

(e) Subarea E means that portion of the City of Dubuque, Iowa described as Subarea E in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 73-23 on March 20, 2023, which Subarea E includes the lots and parcels located within the area legally described as follows:

All of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa, except Lot 2 of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa; and
All of Seippel Road right of way from the north boundary line of Lot 1 of 1 of South Fork Subdivision No. 1 in the City of Dubuque, to the south boundary lines of Lot H of Dubuque Industrial Center West and Lot 1 of Dubuque Industrial Center West 2nd Addition in the City of Dubuque, Dubuque County, Iowa, including crossings at the intersections of Old Highway Road and Chicago Central & Pacific Railroad rights-of-way.

(f) Subarea F means that portion of the City of Dubuque, Iowa, and Dubuque County described as Subarea F in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 197-15 on June 1, 2015, which Subarea F includes the lots and parcels located within the area legally described as follows:

Lot one (1) of Graf Farm Subdivision #2, Dubuque County, Iowa, according to the recorded plat thereof;
Lot 1 of Lot 1 of Lot 1 of Lot 1 of West One-half of Northeast One-quarter, Section 25, Township 89 North, Range 1 East of the 5th Principal Meridian, in Center Township, Dubuque County, Iowa;
Lot 2 in "W.A. Norman Place" in Section 25, Center Township, Dubuque County, Iowa, according to the plat thereof; and
The NW 1/4 of the SE 1/4 of Section 25, Township 89 North, Range 1 East of the 5th P.M., in Center Township, Dubuque County, Iowa.

(g) Subarea G means that portion of the City of Dubuque, Iowa, and Dubuque County described as Subarea G in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 309-15 on September 8, 2015, which Subarea G includes the lots and parcels located within the area legally described as follows:

The South one-half of the Northwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.

Lot 1 of Lot 1 of the Northwest Quarter of the Northwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.

Lot 2 of McFadden Farm Place #2, in the City of Dubuque, Iowa.

Lot 2 of McFadden Farm Place, in the City of Dubuque, Iowa.

Lot A of Lot 1 of 1 of the Southwest Quarter of the Southwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.

Lot A of Lot 1 of 1 of the Northwest Quarter of the Southwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.

All in the City of Dubuque, Dubuque County, Iowa.

(h) Subarea H means that portion of the City of Dubuque, Iowa, and Dubuque County described as Subarea H in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 332-16 on September 19, 2016, which Subarea H includes the lots and parcels located within the area legally described as follows:

Lot 1 of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, and Lot 2 of Lot 1 of Lot 1 of Lot 2 of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, of Section 30, in Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.

(i) Subarea I means that portion of the City of Dubuque, Iowa, and Dubuque County described as Subarea I in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 332-16 on September 19, 2016, which Subarea I includes the lots and parcels located within the area legally described as follows:

Lot 2 Seippel Road Place #2, Dubuque County, Iowa.

Lot 2-1-1 of the Southeast Quarter of the Southeast Quarter of Section 25, Township 89 North, Range 2 East of the 5th Principal Meridian, Dubuque County, Iowa

(j) Subarea J means that portion of the City of Dubuque, Iowa, and Dubuque County described as Subarea J in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 332-16 on September 19, 2016, which Subarea J includes the lots and parcels located within the area legally described as follows:

Lot 2 Julien Care Place, Dubuque County, Iowa.

Lot 3 Julien Care Place, Dubuque County, Iowa
Lot 2-1 Julien Care Place, Dubuque County, Iowa

(k) Subarea K means that portion of the City of Dubuque, Iowa, removed from Subarea C of the District by Version 2018.1 of the Amended and Restated Plan for the District approved by Resolution No. 157-18, and added to the District by Version 2018.2 of the Amended and Restated Plan for the District approved by Resolution No. 158-18 as Subarea K, all on May 21, 2018, which Subarea K includes the lots and parcels located within the area legally described as follows:

Lot 1 of Dubuque Industrial Center North Third Addition, in the City of Dubuque, Iowa.

(l) Subarea L means that portion of the City of Dubuque, Iowa described as Subarea L in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 380-18 on December 17, 2018, which Subarea L includes the lots and parcels located within the area legally described as follows:

Lot 1 of Loretta Bahl's Homestead, in the City of Dubuque, Iowa, comprised of Lot 1 of the West 30 Acres of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$, Section 19, Township 89 North, Range 2 East of the 5th P.M. all in the City of Dubuque, Dubuque County, Iowa.

(m) Subarea M means that portion of the City of Dubuque, Iowa described as Subarea M in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 380-18 on December 17, 2018, which Subarea M includes the lots and parcels located within the area legally described as follows:

Lot 2 of the Subdivision of Lot 2 of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 30, Township 89 North, Range 2 East of the 5th P.M. all in the City of Dubuque, Dubuque County, Iowa.

(n) Subarea N means that portion of the City of Dubuque, Iowa described as Subarea N in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 126-21 on April 19, 2021, which Subarea N includes the lots and parcels located within the area legally described as follows:

Lot 1 of Dubuque Industrial Center North First Addition, in the City of Dubuque, Iowa; and
All of the street right of way of Innovation Drive adjacent to Lot 1 of Dubuque Industrial Center North First Addition, in the City of Dubuque, Iowa.
All in the City of Dubuque, Iowa

(o) Subarea O means that portion of the City of Dubuque, Iowa removed from Subarea C and now described as Subarea O in the Amended and Restated

Urban Renewal Plan for the District approved by Resolution 324-21 on September 20, 2021, which Subarea O includes the lots and parcels located within the area legally described as follows:

Lot 2 of Dubuque Industrial Center North Third Addition, in the City of Dubuque, Iowa; and

A Part of Lot C in Dubuque Industrial Center North First Addition in the City of Dubuque, Iowa, being more particularly described as follows:

Commencing at the northwest corner of Lot 1 in Dubuque Industrial Center North Second Addition in the City of Dubuque, Iowa;

Thence North 87 degrees 35 minutes 13 seconds East along the north line of said Lot 1, 65.47 feet to the Point of Beginning;

Thence North 87 degrees 35 minutes 13 seconds East continuing along said north line of Lot 1, 467.29 feet;

Thence South 82 degrees 04 minutes 06 seconds East continuing along said north line of Lot 1, 212.63 feet;

Thence North 19 degrees 12 minutes 36 seconds East, 433.37 feet, to a point on the easterly line of Lot 2 in Dubuque Industrial Center North Third Addition in the City of Dubuque, Iowa;

Thence North 90 degrees 00 minutes 00 seconds West, 231.12 feet;

Thence North 60 degrees 11 minutes 47 seconds West, 280.07 feet;

Thence North 51 degrees 38 minutes 25 seconds West, 318.12 feet;

Thence South 57 degrees 28 minutes 14 seconds West, 86.87 feet;

Thence South 18 degrees 59 minutes 51 seconds East, 140.84 feet;

Thence South 51 degrees 57 minutes 52 seconds East, 101.08 feet;

Thence South 01 degree 57 minutes 06 seconds East, 108.09 feet;

Thence South 33 degrees 59 minutes 54 seconds East, 90.10 feet;

Thence South 44 degrees 57 minutes 34 seconds East, 130.53 feet;

Thence South 12 degrees 19 minutes 12 seconds West, 171.97 feet;

Thence South 87 degrees 35 minutes 13 seconds West, 260.33 feet;

Thence South 02 degrees 35 minutes 19 seconds East, 40.00 feet, to the Point of Beginning, said part of Lot C contains 6.59 acres, more or less.

All in the City of Dubuque, Iowa

(p) Subarea P means that portion of Dubuque County and the City of Dubuque, Iowa described as Subarea P in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 387-21 on November 1, 2021, which Subarea P includes the lots and parcels located within the area legally described as follows:

Lot 2 of Wertzberger Acres No. 3, in Table Mound Township, Dubuque County, Iowa, according to the recorded Plat thereof; and

The Southwest 1/4 of the Northeast 1/4, Lot 1 of the Northwest 1/4 of the Northeast 1/4, Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4, and Lot 2

of the Southeast 1/4 of the Northeast 1/4, in Section 14, Township 88 North, Range 2 East of the 5th P.M., in Dubuque County, Iowa, according to United States Government Survey and the recorded Plats thereof, excepting therefrom that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 1 of the Northwest 1/4 of the Northeast 1/4 and of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 11.95 acres and as shown and described in the Warranty Deed filed as Instrument Number 2010-00003964 in the Dubuque County Recorder's Office, and excepting therefrom that land acquired for highway right of way by the Iowa Department of Transportation known as Lot B of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 0.62 acres and as shown and described in the Warranty Deed filed as Instrument Number 2011-00011776 in the Dubuque County Recorder's Office; and

All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 1 of the Northwest 1/4 of the Northeast 1/4 and of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 11.95 acres and as shown and described in the warranty deed filed as instrument number 2010-00003964 in the Dubuque County Recorder's Office, and

All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot B of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 0.62 acres and as shown and described in the warranty deed filed as instrument number 2011-00011776 in the Dubuque County Recorder's Office; and

All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 2 of the Southwest 1/4 of the Northwest 1/4, all in Section 13, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 7.50 acres and as shown and described in the warranty deed filed as instrument number 2010-00007163 in the Dubuque County Recorder's Office; and

A part of that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 2 of 3 of Archdiocese Place No. 2 at Key West in Section 11, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque and of Lot 2 of the Northwest 1/4 of the Northeast 1/4 and of Lot 2 of 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 1 of the

Southeast Quarter of the Northeast Quarter, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 51.12 acres and as shown and described in the warranty deed filed as instrument number 2011-00018392 in the Dubuque County Recorder's Office, more particularly described as follows:

Commencing at the east 1/4 corner of said section 14; thence south 87° (degrees) 30' (minutes) 08" (seconds) west (assumed bearing for the purpose of this description) on the south line of the northeast 1/4 of said section 14, a distance of 316.67 feet to the southeast corner of said lot 1 of the southeast 1/4 of the northeast 1/4 which is on the present northwesterly right-of-way line of U.S. highway 61, being the point of beginning of the area herein described; thence continuing south 87°30'08" west on said south line, also being the south line of said lot 1 of the southeast 1/4 of the northeast 1/4, a distance of 744.37 feet to the west line of said lot 1 of the southeast 1/4 of the northeast 1/4; thence north 01°46'59" west on said west line, 365.46 feet; thence north 02°36'29" west on said west line, 258.32 feet to the northwesterly line of said lot 1 of the southeast 1/4 of the northeast 1/4; thence north 15°33'01" east on said northwesterly line, 189.90 feet; thence north 20°16'31" east on said northwesterly line, 100.25 feet; thence north 31°16'30" east on said northwesterly line, 371.74 feet; thence north 51°35'55" east on said northwesterly line, 46.89 feet; thence north 26°34'03" east on said northwesterly line, 112.65 feet to the northwest corner of said lot 1 of the southeast 1/4 of the northeast 1/4, also being the southwest corner of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4; thence north 35°25'51" east on the westerly and southwesterly line of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, a distance of 200.90 feet; thence north 01°11'53" west on said westerly and southwesterly line, 284.09 feet; thence north 51°36'20" west on said westerly and southwesterly line, 173.35 feet; thence south 73°41'30" east a distance of 115.82 feet; thence south 48°36'34" east on the northeasterly line of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, 759.07 feet to the southeast corner of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, also being the northeast corner of said lot 1 of the southeast 1/4 of the northeast 1/4; thence south 02°41'19" east on the easterly line of said lot 1 of the southeast 1/4 of the northeast 1/4, a distance of 954.91 feet to the present northwesterly right-of-way line of U.S. highway 61; thence south 38°00'39" west on said northwesterly right-of-way line, 485.62 feet to the point of beginning, containing 31.49 acres, more or less; and

An 80-foot-wide strip of land in the Southeast Half of Section 31, Township 89 North, Range 2 East, The Southwest Quarter of Section 32, Township 89 North, Range 2 East, the North Half of Section 5, Township 88 North, Range 2 East, the Northwest, Northeast, and Southeast Quarters of Section 4, Township 88 North, Range 2 East, the South Half of Section 3, Township 88 North, Range 2 East, the Southwest Quarter of Section 2, Township 88 North, Range 2 East, the Northwest, Northeast, and Southeast Quarters of Section 11, Township 88 North, Range 2 East, and the Northeast Quarter of Section 14, Township 88

North, Range 2 East, of the Fifth Principal Meridian, centered on the following described line:

Commencing at the Southeast Corner of Lot B, Dubuque Industrial Center South First Addition, in the City of Dubuque, Dubuque County, Iowa (Record Doc. #2014-1397), at the Northerly Right-of-Way of Seippel Road; thence South 35°44'18" East (Record North 35°52'10" West) along the East Line of said First Addition, 11.13 feet; thence South 10°51'45" East, 40.00 feet to the centerline of Seippel Road, the Point of Beginning; thence North 79°08'15" East along said centerline, 1004.09 feet; thence Easterly along the centerline of U. S. Highway 52 and the extension thereof an arc length of 880.50 feet along a 1,200.00 foot radius curve being concave southerly, having a long chord of South 79°50'32" East, 860.88 feet; thence South 58°49'18" East along said centerline of U. S. Highway 52, 2,489.33 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 3,363.36 feet along a 12,000.00 foot radius curve being concave Northeasterly, having a long chord of South 66°51'04" East, 3,352.36 feet; thence South 74°52'50" East along said centerline of U. S. Highway 52, 1318.07 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,569.39 feet along a 12,000.00 foot radius curve being concave Southwesterly, having a long chord of South 71°08'02" East, 1,568.27 feet; thence South 67°23'15" East along said centerline of U. S. Highway 52, 1093.39 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,414.18 feet along a 23,000.00 foot radius curve being concave Southwesterly, having a long chord of South 65°37'33" East, 1,413.95 feet; thence South 63°51'52" East along said centerline of U. S. Highway 52, 947.44 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,134.73 feet along a 8,000.00 foot radius curve being concave Northeasterly, having a long chord of South 67°55'41" East, 1,133.78 feet; thence South 71°59'29" East along said centerline of U. S. Highway 52, 3,507.89 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 7,787.63 feet along a 7,500.00 foot radius curve being concave Southwesterly, having a long chord of South 42°14'42" East, 7,442.46 feet; thence South 12°29'54" East along said centerline of U. S. Highway 52, 750.54 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 449.54 feet along a 4,000.00 foot radius curve being concave Northeasterly, having a long chord of South 15°43'05" East, 449.31 feet, to the End Point, the sidelines of said 80-foot-wide strip of land are to be shortened or lengthened to the intersection of the easterly line of Dubuque Industrial Center South First Addition, in the City of Dubuque, Dubuque County, Iowa as recorded in Doc. #2014-1397 and the intersection of the northerly line of Lot 1 and Lot 1 of 1 as recorded in Doc. #2010-3964.

(q) Subarea Q means that portion of the City of Dubuque, Iowa described as Subarea Q in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 197-22 on May 16, 2022, which Subarea Q includes the lots and parcels located within the area legally described as follows:

Lot 1-5 of Dubuque Industrial Center West 5th Addition in the City of Dubuque, Iowa

All in the City of Dubuque, Iowa

(r) Subarea R means that portion of the City of Dubuque, Iowa described as Subarea R in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 290-22A on November 7, 2022, which Subarea R includes the lots and parcels located within the area legally described as follows:

Part of Lot 3 in the Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, Except Lot 'A' of Lot 3 in Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, described as follows: Commencing at the southeast corner of said Lot 3; thence N00°36'04"W, 364.16 feet along the east line of said Lot 3; thence S89°24'16"W, 502.28 feet along the outside face of the south wall of the existing building to the point of beginning; thence S00°35'44"E, 37.00 feet; thence S89°24'16"W, 170.00 feet; thence N00°35'44"W, 32.00 feet; thence S89°24'16"W, 210.00 feet; thence N00°35'44"W, 362.00 feet; thence N89°24'16"E, 255.00 feet to the northerly extension of the outside face of the west wall of the existing building; then S00°35'44"E, 357.00 feet along said face of the west wall of the southwest corner of the existing building; thence N89°24'16"E, 125.00 feet along the face of the south wall of the existing building to the point of beginning, containing 2.258 acres

All in the City of Dubuque, Iowa.

(s) Subarea S means that portion of the City of Dubuque, Iowa described as Subarea S in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 74-23 on March 20, 2023, which Subarea S includes the lots and parcels located within the area legally described as follows:

Lot 2 of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa

All in the City of Dubuque, Iowa.

(t) Subarea T means that portion of the City of Dubuque, Iowa described as Subarea T in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 180-23 on June 5, 2023, which Subarea T includes the lots and parcels located within the area legally described as follows:

The East 10 Acres of the Southwest Quarter of the Southeast Quarter of Section 19, T89N, R2E, of the 5th P.M., Dubuque County, Iowa

All in the City of Dubuque, Iowa.

(u) Subarea U means that portion of the City of Dubuque, Iowa described as Subarea U in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 39-24 on February 19, 2024, which Subarea U includes the lots and parcels located within the area legally described as follows:

All of Lot 1 of Airborne Place, in the City of Dubuque, Iowa; and
All of the Airborne Road right of way adjacent to Lot 1 of Airborne Place, in the City of Dubuque, Iowa, being the same area described as Acquisition Parcel 154, in Part of Lot 2-2 of South Fork Industrial Subdivision No. 1, Per Instrument Number 2018-10004 in the office of the Dubuque County Recorder

All in the City of Dubuque, Iowa.

(v) Subarea V means that portion of the City of Dubuque, Iowa described as Subarea V in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 40-24 on February 19, 2024, which Subarea V includes the lots and parcels located within the area legally described as follows:

All that part of Lot 1 of Dubuque Industrial Center South Fourth Addition in the City of Dubuque Iowa lying west of the west line of the Southwest Quarter of Section 31, Township 89 North, Range 2 East of the 5th P.M.,

All in the City of Dubuque, Iowa.

(w) Subarea W means that portion of the City of Dubuque, Iowa described as Subarea W in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 104-25 on March 17, 2025, which Subarea W includes the lots and parcels located within the area legally described as follows:

Lot 1 of Lot 4 of Dubuque Industrial Center West 4th Addition in the City of Dubuque, Iowa, according to the recorded plat thereof

All in the City of Dubuque, Iowa.

(x) Subarea X means that portion of the City of Dubuque, Iowa described as Subarea X in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 290-25 on September 2, 2025, which Subarea X includes the lots and parcels located within the area legally described as follows:

Lot 7 and Lot 8 of Dubuque Industrial Center West 2nd Addition in the City of Dubuque, Iowa, according to the recorded plat thereof

All in the City of Dubuque, Iowa.

(y) Amended Project Area means that portion of the City of Dubuque, Iowa and Dubuque County included within the Original Project Area, Subarea C, Subarea D, Subarea E, Subarea F, Subarea G, Subarea H, Subarea I, Subarea J, Subarea K, Subarea L, Subarea M, Subarea N, Subarea O, Subarea P, Subarea Q, Subarea R, Subarea S, Subarea T, Subarea U, Subarea V, Subarea W, and Subarea X each as described in this Section.

Section 2. Section 3 is amended to read as follows:

Section 3: As to the Original Project Area, that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts taxing property in the Original Project Area upon the total sum of the assessed value of the taxable property in the Original Project Area as shown on the assessment roll as of January 1, 1987, being the first day of the calendar year preceding the effective date of Ordinance No. 26-88, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. The taxes so determined shall be referred herein as the "base period taxes" for such Subarea.

As to Subarea B, Subarea B has been removed from the division of revenues by Ordinance 22-21. Subarea B will remain within the District.

As to Subarea C (except the lots and parcels now forming Subarea K and those lots and parcels removed by Amended and Restated Urban Renewal Plan Version 2021.4 now forming Subarea O, and those lots and parcels removed by Ordinance 27-22, now forming Subarea R), base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2007, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 70-08, and base values shall be reduced due to the removal of area from Subarea C.

As to Subarea D, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2007, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 70-08.

As to Subarea E, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2013, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No.10-14.

As to Subarea F, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2014, being the

assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 39-15.

As to Subarea G, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2014, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 55-15.

As to Subarea H, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2015, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 49-16.

As to Subarea I, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2015, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 49-16.

As to Subarea J, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2015, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 49-16.

As to Subarea K, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2017, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 18-18.

As to Subarea L, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2017, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 45-18.

As to Subarea M, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2017, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 45-18.

As to Subarea N, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2020, being the assessment roll applicable to property in such subarea as of January 1 of preceding the effective date of Ordinance No. 16-21.

As to Subarea O, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2020,

being the assessment roll applicable to property in such subarea as of January 1 of preceding the effective date of Ordinance 32-21.

As to Subarea P, Subarea P has been removed from the division of revenues by Ordinance 21-22. Subarea P will remain within the District.

As to Subarea Q, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2021, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 21-22.

As to Subarea R, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2021, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 28-22-A.

As to Subarea S, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2022, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 10-23.

As to Subarea T, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2022, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 30-23-A.

As to Subarea U, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2023, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 4-24.

As to Subarea V, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2023, being the assessment toll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 5-24.

As to Subarea W, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2024, being the assessment toll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 8-25.

As to Subarea X, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2024, being the assessment toll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of this Ordinance No. __-25.

Section 3: This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this 1st day of December, 2025.

Brad M. Cavanagh
Mayor

ATTEST:

Adrienne N. Breitfelder
City Clerk

Read first time: _____

PASSED AND APPROVED: _____

PUBLISHED: _____

**City of Dubuque
City Council**

ACTION ITEMS # 7.

ITEM TITLE:	Fire Department 2025-2030 Strategic Plan
SUMMARY:	City Manager providing the Dubuque Fire Department's 2025-2030 Strategic Plan.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. MVM Memo
2. Staff Memo- Dubuque Fire Departments 2025-2030 Strategic Plan
3. Dubuque Fire Strategic Plan 2025 - 2030

TO: The Honorable Mayor and City Council Members

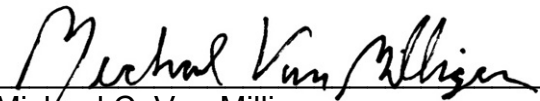
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Fire Department 2025-2030 Strategic Plan

DATE: November 24, 2025

Fire Chief Amy Scheller is providing the Dubuque Fire Department's 2025-2030 Strategic Plan.

The plan represents a significant collaborative effort and establishes a clear pathway for achieving departmental and community goals while reinforcing Dubuque's position as a forward-thinking, resilient, and community-centered fire department.


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Amy Scheller, Fire Chief
Randy Gehl, Public Information Officer
Kristin Hill, Communications Specialist

TO: Mike Van Milligen, City Manager

FROM: Amy Scheller, Fire Chief

SUBJECT: Fire Department 2025-2030 Strategic Plan

DATE: November 12, 2025

INTRODUCTION:

The Dubuque Fire Department is pleased to present its 2025–2030 Strategic Plan for City Manager and City Council review. This plan serves as a roadmap to guide departmental priorities, resource allocation, and continuous improvement efforts over the next five years. The Strategic plan is updated every 3-5 years and replaces the 2019 strategic plan. It supports the fire department's continuous improvement process as recognized by the Center for Public Safety Excellence, and the department's mission to protect, assist, and educate with pride, skill, and compassion.

DISCUSSION:

Strategic planning is an essential process that ensures the Fire Department remains responsive to community needs, industry standards, and future challenges. The purpose of this plan is to establish a clear framework that defines the department's vision, mission, values, goals, and measurable objectives. It helps identify opportunities for improvement, ensures accountability, and strengthens organizational alignment with both the City's strategic direction and the expectations of residents.

The 2025–2030 Strategic Plan was developed through a comprehensive and wide-ranging process. The department conducted an environmental scan to understand current conditions and future trends, performed a SWOT analysis (Strengths, Weaknesses, Opportunities, Threats), and reviewed organizational assumptions to ensure planning decisions were grounded in evidence.

Internal and external stakeholders played a critical role in shaping the plan. Input was gathered through employee work sessions, leadership retreats, and community and partner surveys, generating valuable insights from residents, City staff, and fire department personnel. The result is a set of five strategic initiatives supported by defined objectives that will guide implementation and measurement:

1. Strengthen Workforce, Leadership, and Resiliency – Strengthening recruitment, retention, training, and succession planning.
2. Modernize Facilities, Fleet, and Technology for All-Hazards Readiness – Investing in infrastructure, equipment, training, and innovation to support operational efficiency.
3. Enhance Service Delivery, Response, Staffing, EMS Capacity, Community Education, and Community Risk Reduction – Improving response performance, clinical quality, and customer service.
4. Expand Prevention, Public Education, and Community Engagement – Advancing fire prevention, fire code compliance, public education, and community risk reduction initiatives.
5. Strengthen Communication, Accountability, and Regional Collaboration – Building partnerships, reducing risk, improving transparency, and shared solutions across agencies and jurisdictions.

The plan represents a significant collaborative effort and establishes a clear pathway for achieving departmental and community goals while reinforcing Dubuque's position as a forward-thinking, resilient, and community-centered fire department. The fire department appreciates the support it received from the various city departments in identifying community stakeholders, compiling and reviewing data and information, and finalizing the plan. (Communications, Economic Mobility, Community Impact and Neighborhood Support, Human Rights, Planning Services, and Information Technology).

RECOMMENDATION:

It is respectfully requested that the City Council receive and file the Dubuque Fire Department's 2025–2030 Strategic Plan.

Cc: Randy Gehl
Kristin Hill



DUBUQUE FIRE STRATEGIC PLAN

2025–2030

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EXECUTIVE SUMMARY

The Dubuque Fire Department is a professional, all-hazards public safety emergency response department with more than 100 highly trained and dedicated members. When emergencies happen, sometimes in the middle of the night, it is our team that responds first, delivering lifesaving protection to the residents and visitors of Dubuque. We are the first to enter danger, act decisively, and stay on scene until the community is safe. Our services are called upon when seconds matter and lives, property, critical infrastructure, and the environment are at risk.

Beyond responding to emergencies, we work tirelessly to prevent harm, safeguard the local and national economy, and protect our community's infrastructure and natural resources. Our mission is to ensure that everyone in Dubuque enjoys a high quality of life with full confidence in

our capabilities, our resources, and our commitment to public safety. We hope our neighbors never need our help, but when they do, they will remember the extraordinary impact of our team.

We take pride in the dedication, skill, and professionalism of our firefighter paramedics, officers, and support staff. They embody the highest standards of service and represent the very best of Dubuque's values.

The Dubuque Fire Department Strategic Plan 2025–2030 builds on the 2019 framework and follows the Center for Public Safety Excellence (CPSE) model for continuous improvement. Our planning process combined internal and external input. We reviewed progress from earlier plans, hosted an external stakeholder session, conducted a department-wide internal survey, and gathered community feedback through

a public survey (310 responses). A leadership retreat and a final wrap-up session helped us refine our mission, vision, and values. Working with the City's data analyst, we performed an environmental scan of community risks, threats, and assumptions to identify priorities and gaps that will guide our future.

This inclusive, data-driven process produced five strategic initiatives with clear objectives and measures for accountability, ensuring that the Dubuque Fire Department continues to protect lives, property, critical infrastructure, the economy, and the environment well into the future.

2025–2030

PRIORITIES

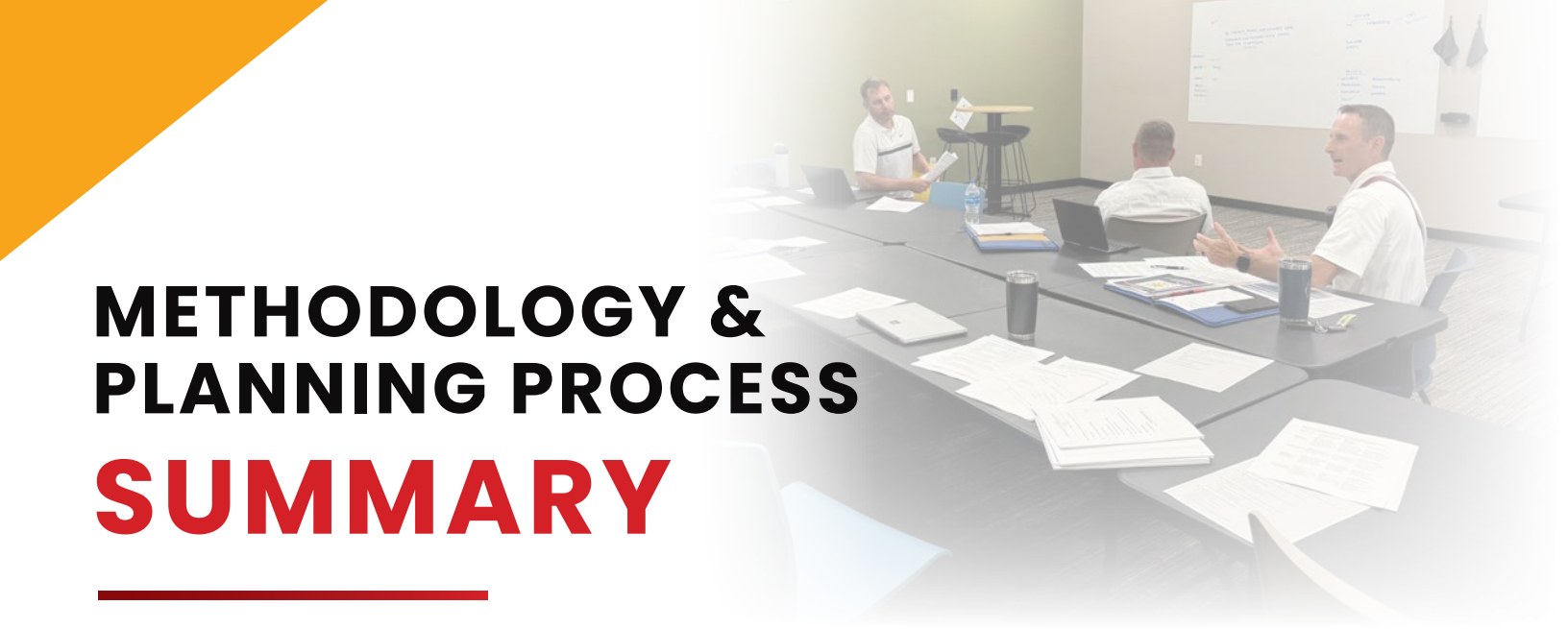
The Dubuque Fire Department Strategic Plan 2025–2030 focuses on five priorities for the next five years:

- 1 Workforce and leadership capacity
- 2 Modernize facilities, fleet, and technology for all-hazards readiness
- 3 Enhance service delivery, response, staffing, emergency medical services (EMS) capacity, community education, and community risk reduction
- 4 Expand prevention, public education, and code compliance
- 5 Strengthen communication, accountability, and regional collaboration

These priorities acknowledge Dubuque’s growth, aging infrastructure, and evolving risks such as hazardous materials, severe weather, large-scale events, and hostile incidents. As the region’s only full-time career fire department, we remain uniquely positioned to provide reliable, high-performance public safety services.

Guided by the City’s SPIRIT values (Service, People, Integrity, Responsibility, Innovation, Teamwork) and CPSE principles, the Dubuque Fire Department will measure what matters, report progress, and continually improve. We thank our community partners, neighboring departments, city leadership, and every member of Dubuque Fire for their candor and dedication during the 2025–2026 community-driven strategic planning process. Together, we will keep Dubuque safe, prepared, and well-served, today and into the future.





METHODOLOGY & PLANNING PROCESS SUMMARY

Key steps included:

- Review of the 2019 strategic plan and goals accomplished
- An open community survey collected an additional 310 responses in the first and second quarter of 2025.
- A community (external stakeholder) session and survey were held on February 26, 2025.
- Employee (internal stakeholder) sessions and surveys took place July 14–16, 2025, with 55 internal survey participants across all stations, shifts, ranks, and levels of experience.
- Data analysis and coding of survey responses were conducted.
- A community risk review and Standard of Cover alignment were completed.
- The process also included a review of development and growth and city comprehensive plans.
- A leadership retreat and review took place on July 22, 2025.
- A strategic planning wrap-up session was held on August 20, 2025.
- The development of updated goals, objectives, and measures followed.

STAKEHOLDER FEEDBACK

Open Community Survey

To ensure the Dubuque Fire Department Strategic Plan 2025–2030 reflected the needs and expectations of our residents, the department partnered with the Dubuque Fire Department's Training Division and the City's Communications Office to design and promote a community-wide survey. This process aimed to collect and evaluate candid feedback from community

members on how the fire department delivers services today and where improvements are most needed in the future.

The survey included questions and topics designed to capture both quantitative and qualitative feedback. Community members were asked to:

- Rank Dubuque Fire Department services in order of importance.
- Evaluate how well the department meets their expectations.
- Identify which services they have personally utilized.
- Indicate which services they would like to see improved.
- Provide feedback on current response times and their expectations.
- Offer open-ended input on what the department does well, areas for improvement, and general feedback or follow-up needs.

This comprehensive approach yielded 310 responses, which were analyzed for content and themes to inform the department's strategic priorities. The insights gained from this process helped ensure that the Strategic Plan reflects community values, service expectations, and opportunities for continuous improvement.

External Stakeholder "Community-Driven" Strategic Planning Session

The one-day external stakeholders session invitation was sent to 127 various stakeholders. The department utilized the expertise and community partnership knowledge of several city departments to establish a master list of community partners. This included support and partnership from the City's Human Rights Department, Office of Community Impact, and the Office of Economic Mobility. Invitations were distributed to the following stakeholder groups to ensure representation:

Utilities and Industry

Alliant Energy, Black Hills, Hormel, Medline Industries, Anderson Window and Door, Hodge Companies, Rainbo Oil, Rite Hite Corporation, Sedgwick, Simmons, Nordstrom Distribution Center

Healthcare and Social Services

Alzheimer's Association, American Cancer Society, American Red Cross, Catholic Charities, Crescent Community Health Center, Dubuque Rescue Mission, Fountain of Youth, Four Oaks, Good Will Industries, Habitat for Humanity, Hillcrest Family Services, Hope House Catholic Worker, Hospice of Dubuque, Mary's Inn, Medical Associates, MercyOne Dubuque, Unity Point Health – Finley, Visiting Nurse Association, and Women, Infants and Children (WIC).

Education

Clarke University, Loras College, University of Dubuque, Emmaus University, Keystone Area Education Agency, Northeast Iowa Community College, Holy Family Catholic Schools, Dubuque Community Schools

Youth Services

Boy Scouts, Girl Scouts, Boys/Girls Club, St. Mark's Youth Enrichment, Four Mounds Foundation, March of Dimes, Dream Center

Neighborhood and Community Development

Bluff Street Neighborhood Association, North End Neighborhood Association, The Point Neighborhood Association, Gronen, Greater Dubuque Development, Convivium Urban Farmstead

Government and Public Services

Police Department, Communications, Public Works, Iowa Workforce Development, Iowa Legal Aid, East Central Intergovernmental Association

Faith-Based and Spiritual Services

Catholic Charities, Knights of Columbus, Sisters of Charity BVM, Sister of Presentation PBVM, Franciscan Sisters, Shalom Spirituality Center, Opening Doors

Support and Advocacy Groups

Dubuque Chapter of NAACP, NAMI (National Alliance on Mental Illness) Dubuque, Latino Empowerment and Development (LEAD), Narcotics Anonymous, Right to Life

Financial Institutions

Capra Bank, Dupaco Community Credit Union,

Dutrac CommunityCredit Union, MidwestOne Bank, Green State Credit Union, Collins Credit Union

Veteran and Military Organizations

American Legion, VFW, Dubuque County Veteran's Affairs

Media and Communications

TH Media, TH Media/Woodward Community Media, Voices Studio

Civic Organizations, Clubs, and Volunteerism

Rotary Club, Kiwanis Club, Lions Club, Dubuque Jaycee's, Eagles Club, Chamber of Commerce, United Way, United Therapy, Resources Unite

Miscellaneous/Other

Diamond Jo Casino, Q Casino, Du Ride, Dubuque Area Labor Harvest, Dubuque Area Landlord Association, Honkamp Krueger PC, Mt. Pleasant Home, Dubuque Monsoon Asian and Pacific Islanders in Solidarity, Cottingham & Butler

- City of Dubuque Human Rights Department
- Conlon Construction
- Convivium Urban Farmstead
- Crescent Community Health Center (Crescent CHC)
- Dubuque Area Chamber of Commerce
- Dubuque NAACP Chapter
- Goodwill Industries of Northeast Iowa, Inc.
- Hills & Dales
- Hospice of Dubuque
- MercyOne Dubuque – EMS Coordinator
- Multicultural Family Center
- Northeast Iowa Community College
- Progressive Processing, LLC
- Telegraph Herald
- The Salvation Army
- United Way of Dubuque Area Tri-States
- UnityPoint Health – Finley Hospital

External Feedback Session (February 2026)

Twenty-four individual stakeholders participated, representing an impact of approximately 2,000 individuals throughout the participating groups:

- Alliant Energy
- Alzheimer's Association
- Bluff Street Neighborhood Association

Top Five External Stakeholder Priorities Identified

1. Improve response times and expand coverage.
2. Enhance staffing capacity and workforce reliability.
3. Modernize facilities, equipment, and technology.
4. Expand public education, prevention/code compliance and review, and outreach.
5. Build community confidence through professionalism and service excellence.





Internal Feedback Sessions and Survey

The department conducted a series of internal stakeholder planning sessions designed to reach all personnel across every shift. Fire station rounds were held July 14–16, 2025, with two stations gathering at a time at Fire Station 3, Fire Station 2, and Fire Headquarters. Each shift began with the Battalion Chief providing an overview of the strategic planning process during the morning video briefs, followed by presentations from senior staff at each location.

During these sessions, the Fire Chief reviewed the accreditation process, strategic planning, and fundamental fire department documents. Areas discussed also included the role of commissioners, including their representation areas, accreditation strategic recommendations, and annual compliance reporting. Personnel were guided through the strategic planning process including internal and external stakeholder processes, survey questions, and a general review for understanding. The discussions also highlighted how the strategic plan aligns with departmental initiatives, long-term effort, and budget requests for the next three to five years.

Each session concluded with an open question-and-answer period to ensure all personnel had an opportunity to contribute their ideas and gain clarity on the planning process from members of senior staff. Members were provided with survey links and a timeline for completion.

Top Five Internal Stakeholder Priorities Identified (55 Surveys)

1. Improve communication, transparency, and accountability.
2. Strengthen staffing, recruitment, and retention.
3. Modernize facilities, equipment, and technology.
4. Expand training, development, and career growth.
5. Enhance leadership, morale, and inclusivity.

Artificial Intelligence (AI) & Data Statement

To ensure transparency and accuracy in interpreting stakeholder input, the City's Data Analyst supported Dubuque Fire's analysis of the internal and external survey results using established, evidence-based methods (coding, trend detection, cross-tabulation). This outside analysis followed City data governance and privacy practices and was performed to surface clear, consensus priorities, so strategic goals, objectives, and measures reflect what our community and employees told us.

This approach aligns with CPSE's emphasis on data-informed planning and continuous improvement. All raw data and survey results are incorporated within a companion reference document to this plan. (Dubuque Fire Department Strategic Planning Survey and Data Document).



CITYWIDE

VISION, MISSION, AND GOALS

2040 Vision Statement

Dubuque 2040 is a sustainable and resilient city, an inclusive and equitable community where ALL are welcome. Dubuque 2040 has preserved our Masterpiece on the Mississippi, has a strong, diverse economy and expanding connectivity. Our residents experience healthy living and active lifestyles; have choices of quality, affordable, livable neighborhoods; have an abundance of diverse, fun things to do; and are successfully and actively engaged in the community.

Mission Statement

Dubuque city government is progressive and financially sound with residents receiving value for their tax dollars and achieving goals through partnerships. Dubuque city government's mission is to deliver excellent municipal services that support urban living; contribute to an equitable, sustainable city; plan for the community's future; and facilitate access to critical human services.

City Values

City of Dubuque Goals 2030

- Healthy and Safe Community
- Financially Responsible, High-Performance City Organization: Sustainable and Effective Service Delivery
- Robust Local Economy: Diverse Businesses and Jobs with Economic Prosperity
- Livable Neighborhoods and Housing: Great Place to Live
- Sustainable Environment: Preserving and Enhancing Natural Resources
- Connected Community: Equitable Transportation, Technology Infrastructure, and Mobility
- Diverse Arts, Culture, Parks, and Recreation Experiences and Activities

SPiRiT: SERVICE • PEOPLE • INTEGRITY • RESPONSIBILITY • INNOVATION • TEAMWORK



Policy Agenda

Policy agenda items are issues that need direction or a policy decision or a major funding decision by the City Council, or issues that need City Council leadership in the community or with other governmental bodies. The policy agenda is divided into top priorities and high priorities.

2025 – 2027 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
- Sports Complex Development
- Stormwater Management Investments and Implementation
- Street Maintenance/Rehabilitation Program

2025 – 2027 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

DEPARTMENT

VISION, MISSION, AND GOALS

Vision

A safer, healthier, and more resilient Dubuque served by a modern fire department that learns, adapts, and leads. Our greatest investment is in our people, the most important resource we have, through continual education, skill development, and leadership growth. We are committed to building crew integrity, teamwork, trust, and alignment across the department to ensure excellence in every response.

We envision a future where services are right-sized to meet evolving EMS and community health needs; where prevention, inspection, and risk reduction are central to protecting lives and property; and where data, technology, and innovation enhance decision-making and accountability. Guided by national fire service best practices, we will prepare for complex hazards such as hazardous materials, severe weather, active assailant threats, and the demands of an aging community and infrastructure.

Together with our county partners, we will build capacity for regional resiliency while honoring the trust placed in us today. By embracing continuous improvement, community connection, and

forward-looking leadership, the Dubuque Fire Department will embody the vision of the modern fire service: a people-centered, prevention-focused, all-hazards organization committed to protecting and serving our community into the future.

Mission

As part of the strategic planning process, the Dubuque Fire Department undertook a thoughtful review of our mission, vision, and values. Stakeholder feedback confirmed that our mission continues to reflect the department's purpose and direction. The department refined the mission statement for clarity and broad application, removing the specific reference to "community and visitors" as Dubuque Fire provides a high level of service to all.

Previous

"To protect, assist, and educate our community and visitors with pride, skill, and compassion."

Updated

"To protect, assist, and educate with pride, skill, and compassion."

Core Values

The Dubuque Fire Department's values are not meant to replace the personal values of our members. Instead, they focus and connect with us around a shared purpose. They tie directly to our mission and help ensure that our words are backed by consistent action.

Our previous values: Integrity, Professionalism, Dedication, Skill, Compassion, and Pride, have long represented qualities that guided our department with strength and credibility. As part of our strategic planning process, we took time to review and refine these values to make sure they still fit our direction and future needs.

In August 2025, the department held a working session with input from our members to identify a clear and updated set of shared values. This process helped us recommit to what is most important and ensure our values provide clarity and focus moving forward. The result is a refined set of values that will guide the Dubuque Fire Department:

PROFESSIONALISM

We demonstrate excellence in every action. Professionalism means holding ourselves to the highest standards of conduct, skill, and service. It shows up in the way we present ourselves, how we engage with the public, and the pride we take in delivering quality outcomes every time.

RESPONSIBILITY

We are accountable to our mission, our team, and our community. Responsibility reflects ownership of our decisions and actions, whether on an emergency scene, in training, or in daily operations. It is demonstrated through reliability, preparedness, and commitment to doing what is right.

INTEGRITY

We act with honesty, fairness, and transparency. Integrity builds trust within our department and

with the public we serve. It shows up in keeping our word, upholding ethical standards, and making choices that reflect honor and respect for our profession and to one another.

DUTY

We honor our calling to serve and protect. Duty reflects our commitment to safeguarding lives, property, and the well-being of our community. It shows up in our readiness to respond, our persistence in overcoming challenges, and our willingness to put service above self.

EMPATHY

We serve with compassion and understanding. Empathy guides how we interact with those experiencing crisis and with each other as colleagues. It shows up in listening with care, treating others with dignity, and recognizing the human element in every call, decision, and interaction.

These values reflect not only who we are, but who we strive to be each day. They confirm our commitment to serve with pride, skill, and compassion, while setting a standard for the culture we continue to build together.

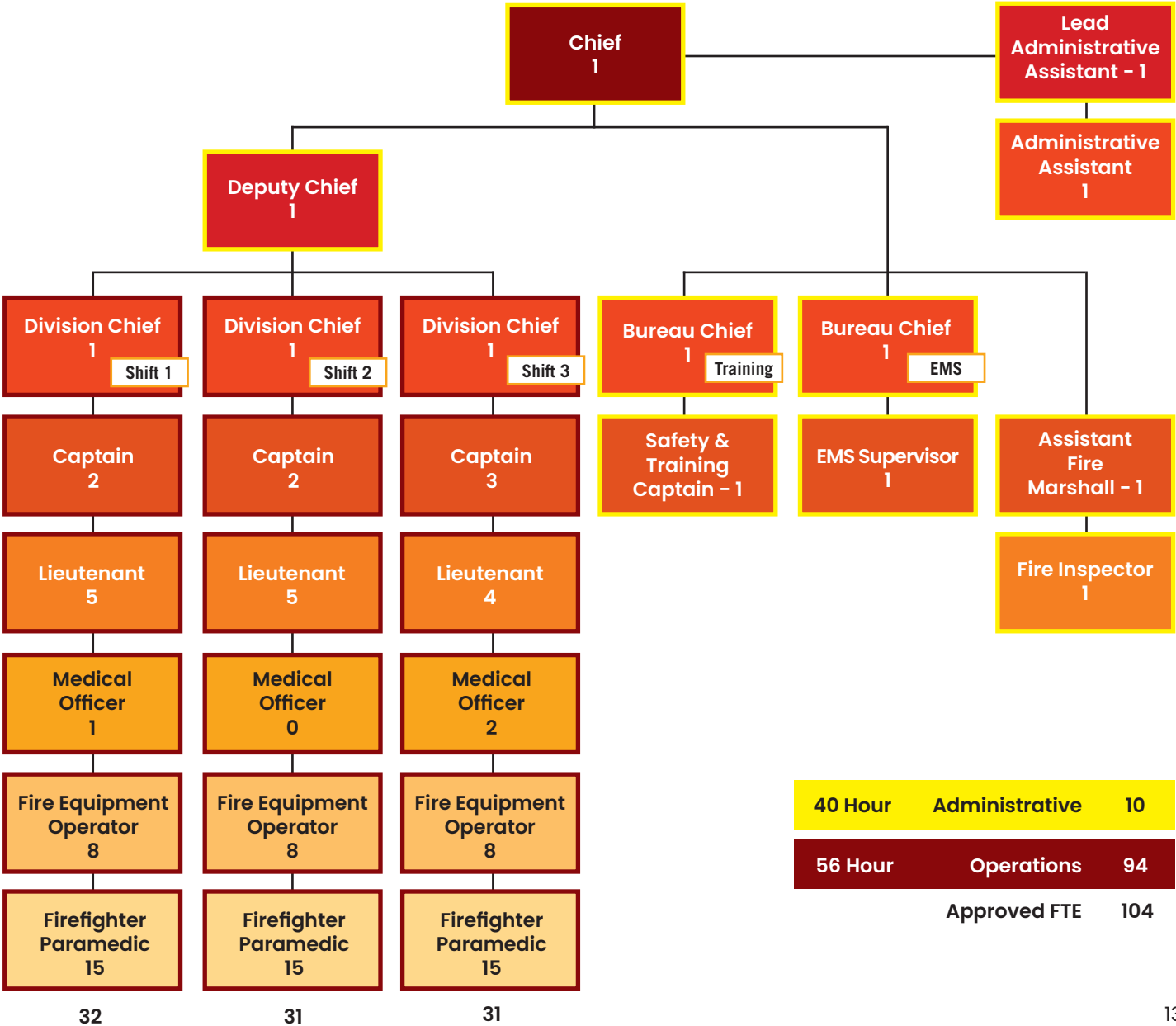
The Dubuque Fire Department's values, **Professionalism, Responsibility, Integrity, Duty, and Empathy**, closely align with the City of Dubuque's SPIRIT framework. Both sets of values emphasize service, accountability, ethical conduct, and teamwork, while also recognizing the importance of compassion and professionalism in every action.

The City values provide broad direction for how municipal services are delivered, while the fire department's values apply these principles to the unique responsibilities of emergency response, community protection, and public safety. Together, these values reinforce one another and ensure that the fire department operates with consistency.

ORGANIZATIONAL BACKGROUND

Department Overview

The Dubuque Fire Department serves the city of Dubuque, home to approximately 60,000 residents across 32 square miles, with an ISO Class 2 fire rating. The department operates six fire stations with 94 career firefighter/paramedics and 10 administrative support staff, providing a full spectrum of services from emergency medical transport to technical rescue and prevention.





A Short History of the Dubuque Fire Department

The Dubuque Fire Department holds the distinction of protecting Iowa's oldest city, with roots tracing back nearly two centuries. What began as a small group of citizen volunteers organized in 1842 as the Independent Fire Company has steadily evolved into a modern, full-service emergency response organization.

By the mid-1800s, fire protection in Dubuque grew in both size and sophistication. In 1854 the original Independent Fire Company was reorganized as the Washington Fire Engine Company No. 1, and within a few years additional volunteer companies, including Protection Fire Engine Co. No. 2, Mechanics Fire Engine Co. No. 3, and the Key City Hook & Ladder Co. were formed. Recognizing the importance of structure, the Dubuque City Council adopted the first official rules and regulations for fire service in 1858, placing the Chief Engineer in command and establishing the framework for what would become a permanent city department.

The late 1860s marked a turning point. Dubuque acquired steam fire engines, requiring skilled engineers and stokers who became some of the department's first paid employees. The volunteer system gradually gave way to a part-paid, part-on-call model before transitioning fully to a career department on January 1, 1884, when 31 professional firefighters were assigned to two engine companies and a hook and ladder unit. As Dubuque's population and footprint grew, so too did its fire stations: Hose Company No. 4 opened on

Delhi Street in 1894, followed by Companies 5 and 6 on Grandview Avenue and Rhomberg Avenue in the early 1900s. Truck Company No. 2 came online in 1953, housed at the new University Avenue station.

Staffing models also evolved. For decades, crews worked in two shifts until 1966, when a third shift was introduced, a system still in place today. New stations were strategically built to keep pace with westward city growth, including Station 2 on John F. Kennedy Road in 1967.

Alongside fire suppression, the department became a leader in emergency medical services (EMS). Dubuque first considered a municipal ambulance as early as 1910, and by 1914 placed a city ambulance in service at no cost to residents. After local funeral homes withdrew from providing ambulance transport in 1969, the Fire Department assumed full responsibility and rapidly expanded training, eventually becoming one of Iowa's first paramedic level services.

Since 1996, all new firefighters have been required to hold paramedic certification, ensuring advanced medical care on every response. In 2013, the department introduced paramedic engine companies with automated external defibrillators (AEDs), advanced airway capabilities and some introductory front-line medications, equipping each front-line unit with life-saving technology and trained personnel.

In 2024 the department enhanced its advanced life support capabilities by including cardiac monitors and the full complement of advanced airway and pharmacology to begin lifesaving measures on any EMS call prior to ambulance arrival. This force multiplier ensures that every Dubuque vehicle has the full complement of advanced life support equipment to ensure immediate lifesaving capabilities upon first unit arrival, regardless of suppression vehicle or ambulance.

The Fire Department has consistently expanded its specialized capabilities. In the 1990s, teams were trained as Hazardous Materials Technicians, and a countywide agreement formalized Dubuque's role as the lead Dubuque County hazmat response agency. Confined space and high-angle rescue programs soon followed, supported by trench rescue and rope systems. Given Dubuque's location on the Mississippi River, water rescue operations have long been essential. Today, the department maintains three rescue boats, one staged seasonally at the city marina for rapid deployment on the Mississippi River.

From bucket brigades in the 1840s to a multi-station, all-hazards department with paramedic fire companies, the Dubuque Fire Department's history reflects the city's resilience, innovation, and commitment to protecting its people. That legacy continues to guide the department's vision for the future.

Services Provided to the Community

EMERGENCY MEDICAL SERVICES AND AMBULANCE TRANSPORT (ALS): Dubuque Fire Department provides advanced life support care and transport for medical emergencies, accidents, and sudden illnesses. Paramedics respond rapidly, deliver critical on-scene care, and ensure safe transport to area hospitals from three front line ambulances and one cross-staffed ambulance.

FIRE SUPPRESSION: Involves responding to and extinguishing fires in homes, businesses, vehicles, and natural settings. Crews use specialized equipment and tactics to stop the spread of fire, protect lives, and minimize property loss.



PUBLIC EDUCATION AND RISK REDUCTION:

The department offers community programs such as fire safety presentations, CPR training, smoke alarm installations, and outreach in schools. These efforts aim to prevent emergencies before they happen and empower residents to reduce risks.

FIRE INSPECTIONS AND CODE ENFORCEMENT:

Fire personnel conduct inspections of businesses, schools, and public spaces to ensure compliance with fire codes. This work identifies hazards, enforces safety standards, and promotes safer buildings for the community.

HAZARDOUS MATERIALS RESPONSE: Specially trained teams respond to incidents involving dangerous chemicals, gases, or other hazardous substances. They work to contain spills, protect the public and environment, and support regional emergency management efforts.

TECHNICAL RESCUE (High/Low Angle, Trench, Confined Space, Vehicle and Machinery, Water): Dubuque Fire Department provides specialized rescue services, including:

- **High/Low Angle Rescue:** Rope systems for victims trapped on cliffs, slopes, or tall structures.
- **Trench Rescue:** Stabilizing and rescuing workers trapped in collapsed excavations.
- **Confined Space Rescue:** Accessing and rescuing victims from tanks, tunnels, or tight enclosures.
- **Vehicle and Machinery Rescue:** Extrication of people trapped in crashes or equipment.
- **Water Rescue:** Surface water, swift water, and ice rescue operations.

COMMUNITY PROFILE

- **Population (city): 59,271**
(American Community Survey 2023)
- **Median Age: 38.3**
- **Households: 25,800**
- **Average Commute: 14.8 minutes**
- **Median Household Income: \$64,985**
- **Poverty Rate: 12.2%**
- **Homeownership: 64.8%**
- **Median Home Value: \$193,100**
- **Population Composition:**
 - White 85.1%**
 - Black 6.3%**
 - Hispanic/Latino 3.7%**
 - Asian 1.2%**
- **Land Area: 32.3 square miles**
- **Regional Non-farm Employment: 60,500**
- **Unemployment: 3.6%**
(June 2025)

City of Dubuque Economic Profile

Top industries within Dubuque include Health Care and Social Assistance, Manufacturing, and Retail. Major employers include: John Deere Dubuque Works, MercyOne Dubuque, UnityPoint-Finley Hospital, Dubuque Community Schools, Medical Associates, Cottingham & Butler, Andersen Windows, A.Y. McDonald, Hormel, and City of Dubuque.

Labor indicators:
Unemployment 3.6% (Jun 2025)

Population and Health Indicators

Dubuque's population is aging. Residents age 65+ increased from 16.5% in 2010 to 20.4% in 2023, with 21–22% projected by 2030. This shift points to more EMS calls, fall and injury risks, and greater need for prevention, home-safety checks, and alternative response options. The department is planning for simultaneous EMS incidents, senior-focused public health and safety efforts, and preparedness programs that support older adults.

Growth and Development Profile

Between 2010 and 2020, the city of Dubuque experienced steady population growth, increasing from 57,637 to 59,667, an overall gain of approximately 3.5%, or an average annual growth rate of 0.35%. If this trajectory continues, Dubuque's population is projected to reach approximately **62,807 by 2035, 65,061 by 2045, and 67,396 by 2055**. These projections assume consistent incremental growth but do not account for major policy shifts or external changes that could accelerate or decelerate the trend.

Regional forecasts from the Dubuque Metropolitan Area Transportation Study (DMATS) anticipate the urbanized region growing from about 89,300 in 2025 to roughly 96,100 by 2035, 102,100 by 2045, and 108,000 by 2055.

HAZARD ANALYSIS

Dubuque's risk profile spans single and multi-family residential (including vulnerable populations), historic downtown and mixed-use blocks, commercial/industrial corridors, healthcare and education campuses, transportation (highway, rail, river), and riverine/flood and ice hazards. These drive priorities for prevention, inspection, training, deployment, and capital investments.

SPECIAL CONSIDERATIONS: RESILIENCY & ACCESS

- **Continuity and Redundancy:** Emphasis on station/fleet resilience, backup power, and interoperable communications for severe weather, flooding, and long-duration incidents.
- **Access Constraints:** Bridges, rail crossings, construction zones, seasonal river conditions, and special events can impact travel times; pre-plans, alternate routing, and deployment adjustments (right size response) to mitigate risk.
- **Vulnerable/High-Life Hazard Sites:** Senior housing, healthcare/behavioral health, schools, and high-occupancy venues require elevated pre-planning, inspections, and coordinated risk reduction efforts.
- **Regional Interoperability:** Mutual aid, marine response coordination, and hospital surge procedures expand surge capacity and reliability during peak EMS demand and low-frequency/high-consequence events.

MUTUAL AID CONTEXT (CAPACITY & DISTANCE)

- **Local First Ring (Volunteer/Combination Partners):** We rely on a strong network of Dubuque County volunteer/combination departments e.g., Asbury, Key West, Centralia-Peosta, Epworth, Farley, Dyersville, Sherrill, Bernard, Cascade, and cross-border partners in East Dubuque (IL), Jo Daviess County (IL), and Grant County (WI). These agencies are valued teammates and routinely provide engines, tenders, and personnel for initial surge, rural water supply, brush incidents, and extended operations. Volunteer availability and turnout times can vary by time of day and incident

complexity can create limitations of support resources, so pre-plans, certification/ training levels, and common radio procedures are critical to performance.

- **Next Municipal (Career) Reinforcements:** Outside the city, the nearest fully career municipal departments are generally 60–90+ minutes away under normal conditions (e.g., Iowa City, Cedar Rapids, Waterloo, Quad Cities metro). This distance means immediate depth must be built locally through our own effective response force (ERF), reserves, callback procedures, and county mutual-aid partners, while career municipal aid is planned as second-wave or sustained-operations support rather than first-due reinforcement. Resiliency of response will be evaluated regularly to ensure service delivery and the ability to maintain services during surge (high call volume) periods and multiple, complex, high-risk incidents.
- **Implications for Strategy:** Our deployment model, staffing targets, reserve apparatus posture, and specialty team capabilities (marine/river, technical rescue, HazMat, Tactical EMS, Rescue Task Force) continue to be designed to achieve early incident control understanding the limitations of immediate assistance.

HISTORIC FIRES AND LOSS EXPERIENCE

Past multi-alarm events in historic/mixed-use structures highlight vertical/horizontal spread risks and concealed spaces; incidents in multi-family and special-needs housing emphasize life-safety and evacuation needs; commercial/industrial and riverfront fires validate pre-plans, foam capability, and coordinated marine/shore operations. Seasonal brush/riverbank fires reinforce Wildland Urban Interface (WUI) pre-plans and multi-agency coordination.

Note: Comprehensive risk analysis, data tables, GIS layers, occupancy tiers, and methodology are provided in the Fire Department's Standard of Response Coverage (SOC), which serves as the technical basis for this Strategic Plan.

ANTICIPATED IMPACTS ON FIRE DEPARTMENT RESPONSE AND STAFFING (10–20 YEARS)

The demand for fire and emergency medical services in Dubuque is projected to grow faster than population increase alone. While the city's population is expected to expand at roughly 0.35% annually, historical data show that emergency call volume, especially EMS, rises 1.2 to 1.5 times faster due to aging demographics, greater density, and the increasing complexity of service needs. Over the next 20 years, this trend could translate into a 15–20% increase in total calls for service even under conservative assumptions, with a potential doubling of call volume if recent high-growth patterns continue. This outlook highlights the need for deliberate, phased investments in staffing, apparatus, and infrastructure.

As the city expands and call volume increases, the department's capacity to self-sustain operations without immediate support or aid becomes more critical. This reality requires Dubuque to plan for complex, resource-intensive incidents assuming delayed or minimal outside help. By building sufficient in-house staffing, strengthening training for cross-functional response, and strategically locating resources, the department can enhance its resiliency and ensure uninterrupted service to the community even under high-demand or large-scale emergency conditions.

Growth is expected to concentrate in areas already identified in the City's 2017 comprehensive plan (Imagine Dubuque 2037): Southwest Arterial/North Cascade Road area, east of Key West near Granger Creek, along US20 near Swiss Valley Road, the airport/industrial corridors, and continued infill and mixed-use intensity downtown (Port of Dubuque, Historic Millwork District, Central Avenue corridor). Inside the city, previously documented land capacity includes approximately 2,490 acres of vacant/developable land overall, including 880 acres of residential land with potential for 6,800 additional dwellings, an indicator that a significant share of regional growth can still be accommodated within city limits through a mix of infill and edge development.

Employment in the metro is projected to rise from roughly 53,500 (2022) to 65,000 by 2055, keeping the employment to population ratio near 0.6. For the Fire Department, that implies steady daytime population and traffic along the Southwest Arterial/US61/151/US20 corridors, continued demand in downtown/event areas, and the need to maintain coverage of the identified growth zones while preparing for denser mixed use buildings, inspections, and special event operations.





ENVIRONMENTAL SCAN

SWOT ANALYSIS

STRENGTHS

Professionalism, compassion, and technical expertise.

WEAKNESSES

Staffing deficiencies, aging facilities, and communication gaps.

OPPORTUNITIES

Partnerships, grant funding, evolution of EMS service delivery, and city growth planning.

THREATS

Seventeen priority threats are outlined below, each accompanied by corresponding goals.

THREAT

1

Leadership and Succession Planning

Threat: Generational leadership transition as senior officers retire and newer officers take on greater responsibilities.

Goal: Ensure company officers are prepared, equipped, and supported to succeed in leadership roles.

THREAT

2

Reliable Funding and Infrastructure

Threat: Maintaining service levels requires reliable funding for buildings, apparatus, equipment, and training.

Goal: Secure sustainable funding to modernize, maintain, and replace critical resources.

THREAT

3

Processes and Operational Efficiency

Threat: Multi-step approval and decentralized support may create inefficiencies.

Goal: Streamline processes and improve collaboration with city departments. Ensure proper support systems for divisions (Administrative, Budget, Human Resource, etc.)

THREAT

4

Talent Acquisition and Retention

Threat: Recruiting/retaining paramedic-capable firefighters amid competition and job demands.

Goal: Reduce barriers and build career pathways; sustain a skilled, committed workforce. Continue to build training division/ EMS division instructor cadre/ team.

THREAT**5****Technology Changes and Implementation**

Threat: Systems implemented with limited fire service input; uneven adoption; accountability expectations with employees in process improvement and efficiency.

Goal: Ensure tech/software changes support department operations through inclusive planning and tailored training. Maintain balanced subject matter expert (SME) development and project implementation across all ranks and experience.

THREAT**6****Legal and Litigious Environment**

Threat: Increased litigation risk and public expectations for accountability.

Goal: Protect the City, department, and members via policy, training, and legal awareness.

THREAT**7****Preparedness for Complex and Catastrophic Events**

Threat: High expectations for readiness across CBRNE (chemical, biological, radiological, nuclear, and explosive), cyber, weather, and large public events.

Goal: Enhance preparedness through training, planning, and partnerships.

THREAT**8****Response Resiliency and County Reliance**

Threat: Surrounding communities rely on volunteer departments; rising call volume strains regional capacity, reliability, and consistency. Continually increasing call volumes impact unit availability and department resilience. Limitations on large scale incident support.

Goal: Strengthen regional capacity via partnerships, training, and appropriately trained and equipped mutual aid resources. Confirm appropriate risk/response through Standard of Cover/ Community Risk Reduction, match response to appropriately categorized risk and alarm elevation planning beyond the local response.

THREAT**9****Changing Demographics, Community Expectations, and Service Delivery**

Threat: Growth requires strategic/balanced deployment; current suppression staffing below best practice; station locations and growth.

Goal: Align staffing/deployment (fire and EMS) with industry best practices, budget, and community expectations.

THREAT**10****Compliance and External Mandates**

Threat: Rising OSHA/NFPA/IDPH/Federal, State, and Local requirements demand resources.

Goal: Maintain compliance while balancing operations.

THREAT**11****Firefighter Health, Wellness, and Safety**

Threat: Physical/mental demands, risk of injury and burnout, and cancer exposure. Support for prevention measures and funding in reducing overall impact and improving job satisfaction/connection.

Goal: Enhance health and safety through comprehensive programs and prevention efforts.

THREAT 12

Lithium-Ion Battery/EV Hybrid Vehicle Fires and Emerging Hazards

Threat: Li-ion/EV hybrid vehicle hazards are severe and evolving; tools/knowledge limited.

Goal: Build capability and public awareness. Establish response policies and protocols.

THREAT 13

Changing Political Environments, Community Understanding, Clarity of Services and Capabilities, Challenges and Expectations

Threat: Shifting priorities affect funding/policy/public safety visibility at federal, state, and local levels.

Goal: Maintain focus on public safety with clear communication/education

THREAT 14

Aging City Infrastructure and Community Risk/Code Compliance

Threat: Older/deteriorating buildings increase hazards and risk; gaps in business tracking at the city and department level; fire inspection, and plan review process improvement opportunities.

Goal: Strengthen inspection, code enforcement, pre-planning, and speed of AHJ review.

THREAT 15

Community Risk Reduction (CRR) and Evolution of Service Delivery

Threat: Expectations for proactive risk reduction (Alternate EMS response, senior safety, mental health support) can outpace resources/ response requirements. Ability to absorb increased EMS support for low acuity calls and community support.

Goal: Expand CRR (community risk reduction) and evolve services; prepare for changes in resources or shifts in current EMS response.

THREAT 16

Public Education and Community Engagement

Threat: Limited outreach capacity; risks associated with gaps in awareness/resources.

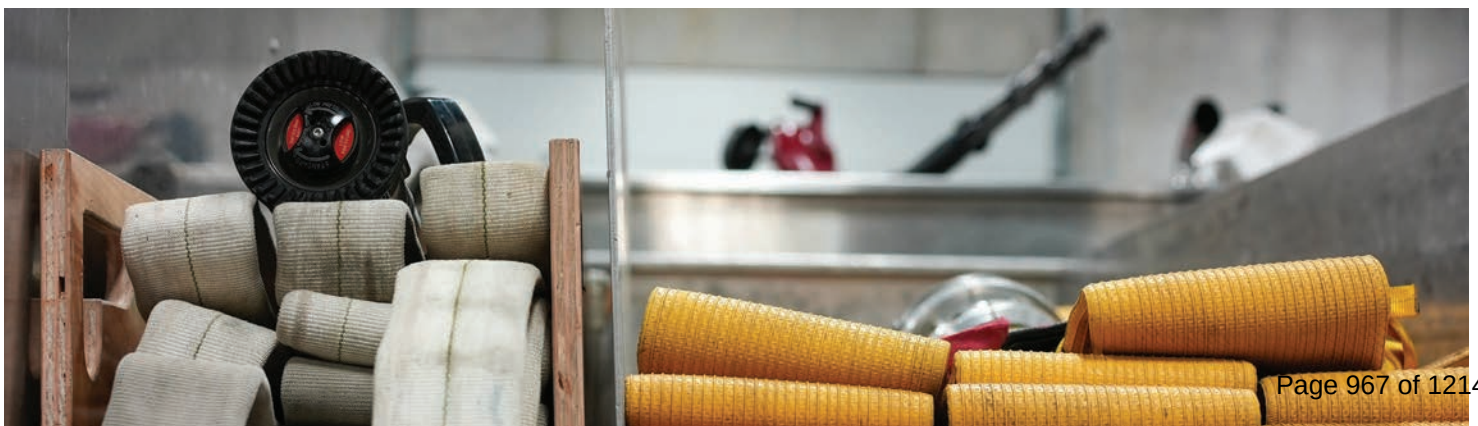
Goal: Expand education and engagement to be targeted and measured.

THREAT 17

Internal Communication and Organizational Cohesion

Threat: Communication gaps, accountability, and administrative workload cohesion.

Goal: Strengthen internal communication and streamline admin processes/support, align projects and budget requests with strategic plan, balance workload across all positions, morning video briefings, monthly staff meetings, and division meetings.



DUBUQUE FIRE DEPARTMENT

ASSUMPTIONS STATEMENT

WORKFORCE AND PIPELINE

Recruitment challenges will continue, particularly for paramedic-level candidates. Training new hires to paramedic after appointment will remain essential; local pipelines (job shadowing, explorer/ cadet, internships) are needed.

WORKFORCE TRANSITION AND LEADERSHIP

Nearly one-third of personnel have been hired in the past three years. A younger organization requires aggressive officer development, leadership training, and mentorship to offset loss of experience.

DEMAND, RISK, AND MISSION

Call volume will grow and become more complex. EMS remains the majority of calls with more overlaps; risks include hazmat, active assailant incidents, severe weather, and special events. Regional resilience requires DFD independence given the distance to other career departments. Continued exploration into technology solutions as alternate response models.

EMS AND COMMUNITY CARE

Expect increases in lower-acuity and citizen-assist calls; right-size responses to preserve ALS capacity. Expand prevention (senior home inspections, community advocate programs) and prepare for more discharges/transfers from two local hospitals.

TRAINING, STANDARDS, AND PREPAREDNESS

Training demand will increase across Active Shooter Hostile Environment Response (NFPA 3000), ISO, hazmat, technical rescue, weather, and EMS standards will continue to be challenging amongst increasing mandatory training requirements of the city/ state/ federal level. Accreditation and continuous improvement remain central. Technology and reporting systems will remain challenging, members will continue to struggle with adapting to changes.

TECHNOLOGY, DATA, AND FACILITIES

Data/analytics will be critical for deployment modeling and accountability. Facilities and fleet will require sustained investment matched to risk and demand. Struggles will continue in maintaining the appropriate level of training to maintain and test specialty fire response fleet, expectations of software and shortcomings in performance/ deliverables, speed of technology changes.

COMMUNITY GROWTH AND DEVELOPMENT

Growth and aging infrastructure will increase service demand. Expand inspections, pre-plans, and risk mitigation; collaborate with developers to support growth without compromising safety.

WORKFORCE AND PIPELINE

Recruitment challenges will continue, particularly for paramedic-level candidates. Training new hires to paramedic after appointment will remain essential; local pipelines (job shadowing, explorer/ cadet, internships) are needed.

LARGE FLEET INVESTMENT PROTECTION

Sustained fleet stabilization and maintenance will be critical in maintaining longevity, reliability, and performance of large fleet. Mechanics should be certified to the appropriate emergency vehicle technician levels and participate in the vehicle specification and acquisition process. Mechanics should participate in the in-service training, preventative maintenance program training and engagement with vehicle operators on a regular basis. Daily vehicle checks and regular preventative maintenance should be completed. Annual driver operator training should be completed and documented.



SUMMARY STATEMENT



The Dubuque Fire Department’s Strategic Plan 2025–2030 is grounded in a comprehensive review of both internal and external expectations, an analysis of identified threats, and an informed set of assumptions about the future of fire and emergency medical services response.

Stakeholder Feedback

Internal and external engagement served as the foundation for this process. Internal stakeholders emphasized the need to improve communication, accountability, staffing, recruitment, leadership development, facilities, and morale. External stakeholders reinforced these themes, while also prioritizing response times, coverage expansion, prevention and public education, and visible professionalism. Together, these inputs provided a clear picture of shared priorities between employees and the community.

Evaluation of Threats

Seventeen threats were identified and analyzed across workforce, infrastructure, service delivery, compliance, health and wellness, emerging hazards, and community risk reduction. These threats were paired with goals and outcome measures aligned with national standards such as NFPA, CPSE accreditation guidance, and best practices from the fire service. The threat analysis clarified both current vulnerabilities—such as staffing shortages, aging infrastructure, and regional reliance on volunteer

partners—and future challenges, including lithium-ion battery hazards, special event demands, and catastrophic preparedness.

Assessment of Assumptions

The department’s assumptions reflect trends in recruitment, service demand, and community change. These include continued challenges in hiring and retaining paramedic-level candidates, a younger workforce requiring accelerated leadership development, growing EMS call volume and hospital transfer needs, and increased complexity from hazardous materials, severe weather, and active assailant risks. Assumptions also highlight Dubuque’s aging infrastructure, future development pressures, and the city’s unique role as the only career department in the region. These assumptions provide realistic guideposts for planning and resource allocation.

From Issues to Priorities

By integrating stakeholder priorities, threat evaluation, and planning assumptions, the department established five Strategic Initiatives.

Each initiative is supported by specific, measurable objectives that form the roadmap for the next 3–5 years. These initiatives allow the department to:

- Focus resources on the most pressing needs,
- Align daily operations with long-term resilience, and
- Measure progress in a transparent and accountable manner.

A Roadmap for Alignment

The strategic initiatives and objectives serve as the department's roadmap. They direct effort toward strengthening workforce and leadership, modernizing facilities and technology, enhancing service delivery and risk reduction, expanding prevention and education, and reinforcing communication and collaboration. This focus ensures that investments are efficient, priorities are aligned, and the department is prepared to serve a growing and evolving community.



STRATEGIC INITIATIVES AND OBJECTIVES

STRATEGIC INITIATIVE

Strengthen Workforce, Leadership, and Resiliency

1

Objective 1.1 – Build robust pipelines for firefighter-paramedics and future leaders

1.1.1 Evaluate options for an in house EMT Certification Academy (hire at EMT, sponsor to Paramedic within 18–24 months; tuition/clinical support).

[Lead: EMS / Training * Support: HR, Finance]

1.1.2 Stand up an Explorer/Cadet program with monthly skills nights, summer camp, and scholarship pathways. [Lead: Recruitment/ Prevention/Training * Support: PIO/Comms, HR]

1.1.3 Evaluate alternate EMS response resource to right-size basic life support and citizen assist incidents, leverage technology options and partnerships.

[Lead: EMS / Training * Support: Hospitals/ Educational Institutions]

Objective 1.2 – Accelerate officer development, mentorship, and credentialing

1.2.1 Adopt a tiered Officer Development Curriculum (acting officer → company officer → chief officer), mapped to State Fire Training/industry best practice.

[Lead: Training * Support: Command Staff]

1.2.2 Issue task books for acting roles with sign-off standards and simulation requirements; maintain two-week officer orientation assignment

[Lead: Training * Support: Ops Battalion Chiefs]

1.2.3 Track And support credentialing (FO, CFO, CEMSO, CTO) with annual completion targets.

[Lead: Admin * Support: Training]

1.2.4 Conduct annual officer development for all lieutenants/captains.

[Lead: Training * Support: Ops]

Objective 1.3 – Retain talent through wellness, safety, and career growth

1.3.1 Target ≥90% five-year retention for new hires; track reasons for separation and corrective actions. [Lead: Admin * Support:]

1.3.2 Expand Peer Support and Peer Fitness Team, (24/7 line/ ap use, external clinicians; supervisor training in recognition/referral).

[Lead: Peer Support/ Peer Fitness / Health and Safety]

1.3.3 Strengthen cancer reduction (Exposure tracking, fire gear replacement, on-scene decon kits/ policy development, annual physicals).

[Lead: Safety/Training * Support: Labor/ city safety]

1.3.4 Add duty-injury case management and return-to-work pathways and support meaningful alternate duty assignments, flexible but compliant schedule, work life balance.

Add accountability piece in department near miss program/ after action reviews of accidents and injuries at employee and committee level.

[Lead: Operations / Admin]

Objective 1.4 – Build a resilient, engaged culture that develops people

1.4.1 Conduct/ coordinate annual leadership workshops/ training for all personnel/ soft skills, (identified and established at the fire department level) for impact and alignment (communication, professionalism, resilience, emotional intelligence, conflict skills, psychological safety). [Lead: Training * Support: HR]

1.4.2 Publish a clear promotion calendar/ timeline, process/ policy and study resources hub (digital library). [Lead: Training/ Admin/ Labor * Support: City Clerk/ HR]

1.4.3 Align acting up assignments with promotional lists and “next up” concepts. Maintain next up communications for preparation. [Lead: Training/ Admin/ Labor]

1.4.4 Recognize excellence with annual awards tied to values (Professionalism, Responsibility, Integrity, Duty, Empathy) Create/ refine awards policy and recognition bar definition. Add Class A coat to uniform requirements for employees

[Lead: Admin * Support: EMS]

Modernize Facilities, Fleet, & Technology for All-Hazards Readiness

Objective 2.1 – Execute a disciplined 20-year capital and lifecycle plan

2.1.1 Adopt/ maintain a 20-year capital replacement schedule (stations, apparatus, specialty equipment) with funding windows. [Lead: Admin * Support: Finance]

2.1.2 Establish a funding mechanism for bringing current facilities to maintenance level conditions. [Lead: Admin * Support: IT]

2.1.3 Identify a designated project manager for Fire to coordinate building modifications, renovations, and updates to include alignment with other city buildings and facilities. [Lead: Admin * Support: Engineering/ CMO] Position review for future FTE or partial FTE (25–30% workload)

2.1.4 Establish a software and technology review process which prevents blind application of software and technology and includes IT as the confirmation mechanism to ensure alignment with policy and other department software and technology. [Lead: Admin * Support: IT]

Objective 2.2 – Protect investments with aggressive fleet maintenance and driver programs

2.2.1 Expand EVT certifications and prepare the shop for changes in specialty fire and EMS vehicles/ testing and requirements. [Lead: Admin/ Operations * Support: Training]

2.2.2 Implement/ maintain a preventive maintenance program (daily/weekly/monthly/ annual checklists in e-platform; compliance dashboard). [Lead: Ops * Support: Fleet]

2.2.3 Standardize driver/operator annual training and accident review board (aligns with 5.2.1 to reduce city, department, member liability). [Lead: Training * Support: Safety]

Objective 2.3 – Modify/ build stations that are safe, efficient, and responder-centric

2.3.1 Integrate hot/warm/cold decontamination zones, gender-inclusive facilities, and turnout gear ventilation. [Lead: Admin * Support: Safety]

2.3.2 Complete bunk room modifications for each fire station. [Lead: Admin * Support: Safety]

2.3.3 Install station alerting, zoned lighting, and noise mitigation in individual bunk areas to reduce fatigue. [Lead: Admin/ IT]

2.3.4 Conduct annual facility life-safety inspections and track corrective actions. [Lead: Safety * Support: Admin]

2.3.5 Select a specialized fire-station rep/design/construction expert in FY2027 to complete feasibility study; target construction starts in FY2029. [Lead: Admin * Support: City Engineering, Finance, Planning]

Objective 2.4 – Align technology to operations and data governance

2.4.1 Require fire department SME input for every tech acquisition (charter, use-cases, training, post-go-live survey with ≥90% confidence target). [Lead: IT / Admin * Support: Ops, EMS]

2.4.2 Standardize MDTs to improve connection and AVL reliability and create uptime service-level/ support agreements to ensure responsiveness. [Lead: IT * Support: EMS, Ops]

2.4.3 Implement new CAD system with system improvements, cross-department collaboration, and department support in implementation and go live period support. [Lead: IT * Support: EMS, Ops]

2.4.4 Identify an in-house fire department technology FTE to ensure technical support for 100 plus employees in an advanced technology resourced environment which includes the highest priorities in vulnerability and continuity of operations. [Lead: Admin/ IT * Support: Ops]

2.4.5 Confirm appropriate training RMS system and implement for needs and end user use, alignment with state training records. [Lead: Admin/ IT * Support: Ops]

2.4.6 Review and implement advanced scheduling modules to improve automated timekeeping processes, appropriate overtime tracking and budget impact reporting and ease of end user use. [Lead: Admin/ IT * Support: Ops]

2.4.7 Launch live in station DFD dashboards for awareness (turnout/travel time, unit hours, inspection backlog). [Lead: Admin/ Ops * Support: IT/ Communications/ GIS]

Objective 2.5 – Equip for emerging hazards (Li-ion, river, ARFF interface)

2.5.1 Identify, budget, and procure Li-ion and Electric Vehicle response and mitigation tools (immersion containers/blankets, monitoring meters) and write response SOGs to guide personnel and response. [Lead: Ops / HazMat * Support: Training]

2.5.2 Sustain water rescue posture (seasonal boat placement, boat house, swift water/ice kits, USCG/Iowa DNR exercises). [Lead: Ops * Support: Training]

2.5.3 Maintain ARFF coordination/ inventory/ response with DBQ airport (foam transition, joint drills). [Lead: Ops * Support: Airport]

STRATEGIC INITIATIVE



Enhance Service Delivery, Response, Staffing, EMS Capacity, Community Education and Community Risk Reduction

Objective 3.1 – Right-size deployment and improve response using Standard of Cover (SOC) data, improvement plans, and industry best practice

3.1.1 Complete/ update the SOC/deployment study and phase staffing toward benchmarks, simplified response plans and effective response force definitions. [Lead: Administration * Support: Ops]

3.1.2 Implement peak-load adjustments, elevation of alarm protocols and processes, centralization/ move up process/ policy (response, staffing and training expectations). [Lead: Admin/ Ops/ EMS Support: Dispatch]

3.1.3 Publish annual progress/ quarterly reporting through forward facing city data portal.
[Lead: Admin * Support: Communications/ IT/ GIS]

3.1.4 Attain a 60 second turn out time performance 90% of the time. [Lead: Admin and Ops * Support: EMS and Training]

Objective 3.2 – Preserve ALS capacity with alternate responses

3.2.1 Stand up a Low-Acuity Response Unit (basic unit, training resource, telehealth/nurse navigation, advocate) for basic life support or assist calls. [Lead: EMS * Support: Dispatch]

3.2.2 Add/ Maintain Paramedic Assessment capability on all engines/trucks (monitors, meds, certifications). [Lead: EMS * Support: Ops]

Objective 3.3 – Address behavioral health and high-utilizer demand

3.3.1 Train Crisis Intervention Team/ de-escalation skills for field crews; develop co-responder options where feasible. [Lead: EMS * Support: PD, MH partners]

3.3.2 Explore warm handoff systems, alternate care protocols/ systems, and referral scripts .
[Lead: EMS * Support: Admin]

3.3.3 Manage a Top-10% High-Utilizer list with case management; target 10% reduction in repeat EMS calls over 5 years. [Lead: EMS / Admin * Support: Hospitals, Social Services]

Objective 3.4 – Strengthen Community Risk Reduction (CRR) and pre-incident intelligence

3.4.1 Identify all occupancies (business license process) within the city for risk tracking, risk reduction identification and support, appropriate response plan assignment, and community risk reduction. [Lead: Prevention * Support: Community Development/ Code Enforcement/ Planning]

3.4.2 Build/ identify a risk-grading system aligned with response, budget, procure, and adopt
[Lead: Prevention/ Admin * Support: Ops]

3.4.3 Reach 90% current preplans in 5 years, prioritizing aging/historic stock and target hazards. [Lead: Prevention * Support: Ops]

3.4.4 Launch Senior Safety/Fall-Prevention home visits and track fall-related EMS reductions.
[Lead: CRR/ EMS * Support: Community Partners]

3.4.5 Update river/bridge disruption SOGs (alternate routes, MCI boats, USCG coordination).
[Lead: Ops * Support: Dispatch, Police/ DEMA]

Objective 3.5 – Enhance specialty team support and capabilities, mass-casualty incident (MCI) preparedness, and ASHER readiness

3.5.1 Conduct/ participate annual MCI/ASHER exercises with hospitals and law enforcement.
[Lead: Training * Support: EMS, PD]

3.5.2 Maintain a Tactical EMS Team in coordination with Dubuque PD. Include minimum training, staffing, and policies. [Lead: EMS * Support: Ops Training]

3.5.3 Develop and maintain a Hazardous Materials Specialty Team program to include minimum training, staffing, and policies. [Lead: Ops * Support: Training]

3.5.4 Develop and maintain a Technical Rescue Specialty Team program to include minimum training, staffing, and policies. [Lead: Ops * Support: Training]

3.5.5 Maintain operational surge plans (inbound regional and statewide resource plans) and caches (radios, MCI trailer, PPE, etc.) [Lead: Ops, EMS * Support: Training]

**STRATEGIC
INITIATIVE**

4

Expand Prevention, Public Education, and Community Engagement

Objective 4.1 – Increase capacity for code compliance and plan review

4.1.1 Add a Plan Review/Code Compliance position and publish turnaround targets to improve processing time. [Lead: Prevention * Support: Housing/ Planning/ Community Development]

4.1.2 Review/ update developer pre-submittal process (fire code, access, water supply early). [Lead: Community Development/ Prevention * Support: Planning/Zoning]

Objective 4.2 – Scale company-level inspections and hazard abatement

4.2.1 Assign and track risk-based inspection quotas to companies and track correction rates. [Lead: Prevention * Support: Ops]

4.2.2 Modify inspections to identify high acuity violations for efficiency and impact. [Lead: Prevention * Support: Ops]

4.2.3 Focus the prevention division efforts on target hazards (aging infrastructure, assembly, and high-risk occupancies). [Lead: Prevention]

Objective 4.3 – Deliver a measured, annual public-education calendar

4.3.1 Publish an education calendar (schools, seniors, neighborhoods) and target a 10% increase in events year over year. [Lead: CRR * Support: PIO]

4.3.2 Run hazard-specific campaigns (lithium-ion charging, fire safety, severe weather/river safety, ASHER awareness) targeted for event attendees or location. [Lead: CRR * Support: Communications]

4.3.3 Identify a dedicated community education program with a community education specialist FTE to deliver consistent, targeted education. [Lead: CRR, admin * Support: City departments]

Objective 4.4 – Deepen community partnerships and trust

4.4.1 Create a Community Advisory Group, Fire department advisory group for feedback on services and response times. [Lead: Admin]

4.4.2 Expand smoke alarm installs support for at-risk residents, track outcomes. [Lead: CRR * Support: Red Cross/United Way]

4.4.3 Provide multilingual materials and targeted outreach to underserved neighborhoods (After the fire, prevention materials). [Lead: CRR * Support: Human Rights Department]

Strengthen Communication, Accountability, and Regional Collaboration (Reduce liability and risk to the City, the Department, and Responders)

Objective 5.1 – Improve internal communication and participative leadership

5.1.1 Implement an Internal Communication Plan (daily video briefs, monthly division updates, communications policy and expectations). [Lead: Admin * Support: Ops]

5.1.2 Maintain an up-to-date digital reference library (SOP library, training RMS, dept. policy, accreditation reference library, fundamental department documents) with version control and audit mechanisms for compliance. [Lead: Admin * Support: Training]

5.1.3 Maintain regular weekly strategy meetings for situational awareness; monthly staff meetings to include agendas and published notes. [Lead: Admin * Support: Ops]

Objective 5.2 – Institutionalize performance management (metrics that matter)

5.2.1 Continue evaluations for members focused on employee goals, performance, and feedback opportunities. Update format (electronic) [Lead: Admin and Ops * Support: HR]

5.2.2 Publish an Annual Report (lives saved, property protected, EMS impact, prevention outcomes, division summary, vehicle and shift performance).
[Lead: Admin/ Support: Ops, Training, EMS, Prevention]

Objective 5.3 – Reduce liability through policy, training, and risk controls

5.3.1 Provide annual EVOC/driver training and implement an advanced collision investigation/review process. [Lead: Training * Support: Safety]

5.3.2 Maintain a policy review cycle (OSHA/NFPA/IDPH/legal updates; attorney review of high-risk SOPs). [Lead: Admin * Support: Legal, Safety]

5.3.3 Validate specialty team competencies annually (HazMat, Technical Rescue, Water).
[Lead: Training * Support: Team Leads] Specialty team training also referenced in 3.5.3-3.5.4

5.3.4 Conduct/ document annual EMS legal training to bring situational awareness to the changes in legal protections to EMS providers. [Lead: EMS * Support: Training]

Objective 5.4 – Streamline city processes and strengthen regional resilience

5.4.1 Update mutual-aid/auto-aid agreements; codify box cards and reduce mutual-aid response times by 10%. [Lead: Ops * Support: County Fire/EMS]

5.4.2 Conduct/ participate annual county exercises (river MCI, hazmat terminal, airport).
[Lead: Ops / Training * Support: EMA, Hospitals] (regional/ county training also identified in 3.5.1)

5.4.3 Plan for independent initial response (closest career backup over one hour away); set ERF thresholds and escalation triggers. [Lead: Ops * Support: Admin] Also aligned with 3.5.5 Maintain operational surge plans and caches.

5.4.4 Continue to work department processes which decrease turnaround times and multiple touch points/ decision trees/ delays in response/ depth of ownership to improve response and limit delays but maintain proper oversight and accountability.
[Lead: Admin * Support: City management]

Special Consideration

Maintain an understanding and alignment of billing and revenue. (GEMT, Cost Recovery, and other revenue streams (alarm monitoring, EMS fees for service modifications and ordinances with quarterly reporting). [Lead: Admin EMS * Support: Finance]

Research and verify/validate the Dubuque Fire Departments historical date to align with the departments first known date of fire protection and not the formation of a full-time fire department. [Lead: Admin * Support: Communications/ Library/ Retiree group]

Review the opportunity/need to create a technology master plan for changes in technology and organizational impact. [Lead: Admin * Support: Communications/ Information Technology]

REFERENCES

County Health Rankings (CHR&R) – Dubuque County snapshot extracts.

MercyOne CHNA/Implementation (2024–27).

City of Dubuque. “Demographics” (2020 population and city area).

DMATS. LRTP 2055 Socioeconomic Projections (population & employment series, 2025–2055).

City of Dubuque. Imagine Dubuque 2037: Comprehensive Plan – Land Use (growth nodes; city share; vacant/developable land).

University of Iowa IISC (for the City of Dubuque). Dubuque Affordable Housing Action Plan (2024) (residential capacity; potential dwelling units).

Center for Public Safety Excellence (CPSE). (2023). Community-Driven Strategic Planning. CPSE. Retrieved from <https://www.cpse.org/accreditation/community-driven-strategic-planning/>

Commission on Fire Accreditation International (CFAI). (2022). Accreditation Model – 10th Edition. CPSE. Retrieved from <https://www.cpse.org/accreditation/accreditation>

National Fire Protection Association (NFPA). (2022). NFPA 1710: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments. NFPA.

Carr, B. G., et al. (2020). Temporal trends and future predictions of regional EMS system utilization using statistical modeling. Prehospital and Disaster Medicine, 35(2), 133–140. doi:10.1017/S1049023X20000017

Raleigh Fire Department. (2022). Master Plan – City of Raleigh Fire Department. Retrieved from <https://cityofraleigh0drupal.blob.core.usgovcloudapi.net/drupal-prod/COR18/RFD-Master-Plan-Full-Report.pdf>

Salinas Fire Department. (2021). Long-Range Master Plan / Community Risk Assessment. Retrieved from <https://www.salinas.gov/files/sharedassets/city/v/1/fire/documents/salinas-fd-master-plan-cra-study-final-report.pdf>

Tacoma Fire Department. (2024). Fire Facilities Master Plan. Retrieved from <https://cms.tacoma.gov/fire/2025%20web%20redesign/reports/2024%20tacoma%20fmp%20final%20report.pdf>

National Volunteer Fire Council (NVFC). (2022). Volunteer Fire Service Fact Sheet. Retrieved from <https://www.nvfc.org/wp-content/uploads/2022/12/NVFC-Volunteer-Fire-Service-Fact-Sheet.pdf>



**City of Dubuque
City Council**

ACTION ITEMS # 8.

ITEM TITLE:	Dubuque Historic Federal Building MEP Systems Recommendation of Selection of Professional Consultant Services
SUMMARY:	City Manager recommending City Council approval to select Shive-Hattery, Inc. as the consultant for the Historic Federal Building MEP Systems Assessment and New Systems Design and authorize the City Manager to negotiate a consultant agreement with Shive-Hattery, Inc.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Dubuque Historic Federal Building MEP Systems - Consultant Selection
Recommend Council Memo (002)

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

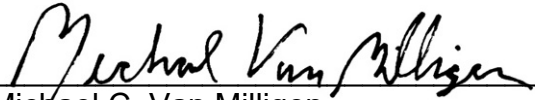
SUBJECT: Dubuque Historic Federal Building MEP Systems
Recommendation for Selection of Professional Consultant Services

DATE: November 24, 2025

City Engineer Gus Psihoyos is recommending City Council approval to select Shive-Hattery, Inc. as the consultant for the Historic Federal Building MEP Systems Assessment and New Systems Design and authorize the City Manager to negotiate a consultant agreement with Shive-Hattery, Inc.

Currently, several systems are nearing the end of their useful life, including the cooling tower, two air handlers, pneumatic control systems, boilers, and about 50% of the electrical service panels. Additionally, there is an opportunity to reduce operating costs by upgrading the building's older fluorescent lighting to LED fixtures and potentially adding solar panels to the main building roof, which was replaced in 2019. The City is also interested in exploring the feasibility of renewable energy options, such as PV solar, geothermal, and building energy storage, to enhance the building's sustainability.

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
Justin Hogan, Project and Facilities Manager
Robert Schiesl, Assistant City Engineer
Jim Bousley – Project Manager
Michael Belmont – City Code Official
Ben Potoff – Deputy Code Official
George Jackson - Inspector II (Mechanical)

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Dubuque Historic Federal Building MEP Systems
Recommendation for Selection of Professional Consultant Services

DATE: November 20, 2025

INTRODUCTION

The purpose of this memorandum is to seek the Mayor and City Council's approval to select Shive-Hattery of Bettendorf, Iowa, as the Professional Services Consultant for the Historic Federal Building's MEP (Mechanical, Electrical, and Plumbing) Systems Assessment and New Systems Design.

BACKGROUND

The project to upgrade the Federal Building's HVAC and MEP systems will begin with an assessment of the existing systems and recommendations for improvements. The last major renovation of the Federal Building was completed between 2007 and 2008, which included upgrading approximately half of the building's HVAC system to modern equipment.

Currently, several systems are nearing the end of their useful life, including the cooling tower, two air handlers, pneumatic control systems, boilers, and about 50% of the electrical service panels. Additionally, there is an opportunity to reduce operating costs by upgrading the building's older fluorescent lighting to LED fixtures and potentially adding solar panels to the main building roof, which was replaced in 2019. The City is also interested in exploring the feasibility of renewable energy options, such as PV solar, geothermal, and building energy storage, to enhance the building's sustainability.

A large portion of the Federal buildings first floor is occupied by the United States Postal Service (USPS). Currently, the USPS has a lease with the City of Dubuque for 18,400 square feet. That space is heated and cooled by the existing HVAC systems. A new lease is being negotiated that will reduce the USPS square footage to 4308 square feet. As part of this project, the plan will be to accommodate the proposed reduction of USPS square footage with appropriate sized HVAC equipment as well as planning for future HVAC needs for future tenants in the unoccupied space that will not be part of the new lease.

DISCUSSION

The City received eight (8) RFQ responses by October 17, 2025. The respondents to the RFQ consisted of: Delta 3 Engineering, Inc., IMEG, KEDbluestone, Resource Consulting Engineers, LLC, Ruekert & Mielke, Inc. (R/M) aka Axiom Consultants, Shive-Hattery, Inc., and Strand Associates, Inc.

The qualifications review committee consisted of the following staff members:

1. Justin Hogan – Project and Facilities Manager
2. Jim Bousley – Project Manager
3. Robert Schiesl – Assistant City Engineer
4. Michael Belmont – City Code Official
5. Ben Potoff – Deputy Code Official
6. George Jackson – Inspector II (Mechanical)

IMEG, Strand Associates, Inc., and Shive-Hattery were identified as the 3 highest scoring firms after review of the written submittals and were selected for shortlist interview, which were held October 10,12, and 14, 2025. The consensus of the Committee was that Shive Hattery, Inc. demonstrated:

- Thorough understanding of the City’s overall project objectives and scope, as well as the long-term goals of the MEP systems.
- 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 and historic buildings.
- 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 professional services contract negotiations with Shive-Hattery, Inc. for the Historic Federal Building’s MEP Systems Assessment and New Systems Design. The specific scope of services will be negotiated.

BUDGET IMPACT

The available funding for this project is summarized as follows:

Project Code	Fund Description	Fund Amount
5565000003	Federal Building Renovation	\$7,102,048

ACTION REQUESTED

I respectfully request the recommendation of Shive-Hattery, Inc. as the consultant for the Historic Federal Building MEP Systems Assessment and New Systems Design and authorize the City Manager to negotiate a consultant agreement with Shive-Hattery, Inc.

Prepared by: Justin Hogan, Project and Facilities Manger

cc: Robert Schiesl, Assistant City Engineer
Jim Bousley – Project Manager
Michael Belmont – City Code Official
Ben Potoff – Deputy Code Official
George Jackson - Inspector II (Mechanical)

**City of Dubuque
City Council**

ACTION ITEMS # 9.

ITEM TITLE: Housing Creation Incentives Staff Recommendations – Updated Matrix

SUMMARY: City Manager recommending City Council approval of the attached resolution authorizing the City Manager to implement the updated housing creation incentives to support additional unit creation in Dubuque.
RESOLUTION Authorizing The City Manager To Offer And Amend Housing Development Incentives For City Of Dubuque Development Agreements

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

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Housing Incentives Matrix
4. Resolution of Approval

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Housing Creation Incentives Staff Recommendations – Updated Matrix

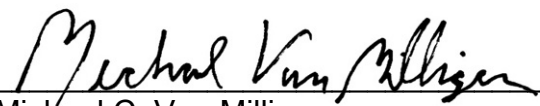
DATE: November 24, 2025

Economic Development Director Jill Connors is recommending City Council approval of the attached resolution authorizing the City Manager to implement the updated housing creation incentives to support additional unit creation in Dubuque.

In light of the most recent housing study and current market trends and demands, Economic Development Director Jill Connors recommends one additional adjustment to the City's housing incentive packages. To date, the Downtown Housing Creation Grant Program has supported the development of multifamily rental units in existing historic buildings. To diversify the types of housing available in our downtown, walkable neighborhoods, Jill proposes expanding the program to include for-sale condominiums in multifamily buildings. Specifically, she recommends offering the existing \$10,000 per unit grant for these for-sale units.

No additional funding is required beyond already approved budgets; the incentives utilize tax increment generated by the developments themselves. These incentives do not increase taxes for other property owners.

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
Sandi Fowler, Interim Housing and Community Development Director
Jenny Larson, Chief Financial Officer
Wally Wernimont, City Planner



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: Housing Creation Incentives Staff Recommendations – Updated Matrix

DATE: November 21, 2025

INTRODUCTION

This memorandum presents for City Council approval a combined and restated list of available financial incentives for the creation of housing within city limits.

BACKGROUND

In 2009, the City Council approved the Downtown Housing Incentive program. The goal of this program is to encourage the development of market-rate downtown rental units and to generally promote housing growth in the area. Since inception, the program has successfully incentivized over 1,000 rental units in the Greater Downtown Area.

In November 2019, the City Council approved expanding the Dubuque Urban Revitalization Area to support economic development and affordable housing projects. This expanded District remained largely within the Greater Downtown Area as it contained some of the oldest structures in Dubuque, historically significant properties, and a majority of area residents lived below the median family income.

Despite these strong incentives geared toward promoting market-rate and affordable housing creation, the demand for housing in Dubuque continued to exceed housing creation.

In 2022 the Greater Dubuque Development Corporation conducted a housing needs study. The study showed that the City of Dubuque would need approximately 1,100 housing units by 2030. The pace of housing construction at that time was not sufficient to meet this goal. In its annual goal setting process in August of 2022, the City Council

identified a Housing Incentive Policy as a High Priority in the 2022-2024 City Council Goals and Priorities.

In 2025, the Greater Dubuque Development Corporation in conjunction with ECIA conducted another housing needs study based on anticipated development from the private sector in the coming years. That study suggests the need for even more housing than is already anticipated.

DISCUSSION

Following the 2022 housing study, City staff brought a proposal for more aggressive housing creation incentives to the City Council on September 6, 2022, which the Council approved.

On August 24, 2023, based on state legislative changes (House File 718) to urban revitalization (abatement) provisions, the City Council approved an additional staff recommendation to offer downtown developers the choice between 10 years of abatement followed by 5 years of tax increment financing (TIF) rebates – or – 15 years of TIF rebates. The latter formalized the past practice of providing 15 years of TIF rebates to downtown housing creation projects. This incentive is available to projects regardless of rent rates but in any case, it prohibits discrimination based on source of income.

On November 4, 2024, the City Council once again approved a modification to economic incentives in order to benefit the redevelopment of downtown buildings to support housing growth. This change makes developers eligible for the full \$35,000 in matching redevelopment grants regardless of the category in which their expenditures fall (façade improvements, project design/planning, financial consulting).

In light of the most recent housing study and current market trends and demands, I recommend one additional adjustment to the City's housing incentive packages. To date, the Downtown Housing Creation Grant Program has supported the development of multifamily rental units in existing historic buildings.

To diversify the types of housing available in our downtown, walkable neighborhoods, I propose expanding the program to include for-sale condominiums in multifamily buildings. Specifically, I recommend offering the existing \$10,000 per unit grant for these for-sale units.

The attached document consolidates the incentives approved in 2022 with the modifications approved in the interim, includes the aforementioned addition of incentivizing downtown for-sale condominiums, and clarifies these housing creation incentives using a

matrix which categorizes incentives by housing type, location, and affordability. It is City staff's intention to utilize this matrix as a tool to better communicate with developers in helping them understand which incentives are available for their projects.

I want to make City Council aware of recent activity in the Iowa Legislature that is expected to carry into the 2026 legislative session. Throughout the 2025 session, state lawmakers debated several proposals to change Iowa's property-tax system – including adjustments to the “rollback” formula and limits on local property-tax growth – as well as proposals to revise the Tax Increment Financing (TIF) program. Although none of these major changes were enacted in 2025, legislative leaders and the Governor have indicated that property-tax and TIF reform will remain priority issues when the Legislature reconvenes. As a result, we anticipate that renewed debate in 2026 could lead to changes affecting how property-tax revenues and TIF tools support local development projects.

BUDGET IMPACT

No additional funding is required beyond already approved budgets; the downtown housing creation grant program is currently funded at \$750,000/year throughout downtown, \$150,000/year for housing creation forgivable loans along the Central Avenue Corridor, and \$200,000/year for rehabilitation (i.e., façade) grants throughout the downtown. The TIF and abatement incentives utilize tax increment generated by the developments themselves. These incentives do not increase taxes for other property owners.

RECOMMENDATION

I respectfully request City Council approval of the attached resolution authorizing the City Manager to implement the updated housing creation incentives to support additional unit creation in Dubuque.

Cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Sandi Fowler, Interim Housing and Community Development Director
Jenny Larson, Chief Financial Officer
Wally Wernimont, City Planner

Housing Incentives by Housing Type, Location, and Affordability

Housing Type	Location	Affordability	Eligible Incentive Tools Options	Notes/Requirements*
Single-Family Subdivision	<u>Outside</u> Greater Downtown Urban Renewal Area	Affordable	Econ. Dev. TIF up to 15 yrs OR	Details in Notes section below
			Tax Abatement 5 years at 100% on first \$75,000 of added value	
Single-Family Subdivision	<u>Outside</u> Greater Downtown Urban Renewal Area	Market Rate	Housing TIF up to 10 yrs	Housing TIF can only cover eligible public improvement costs and requires LMI housing set-aside
Single-Family Subdivision	Greater Downtown Urban Renewal Area	Affordable	Econ. Dev. TIF up to 15 yrs OR	Details in Notes section below ** additional possible downtown incentives listed in Notes
			Tax Abatement 10 years at 100%	
Single-Family Subdivision	Greater Downtown Urban Renewal Area	Market Rate	Econ. Dev. TIF up to 15 yrs OR	Details in Notes section below ** additional possible downtown incentives listed in Notes
			Tax Abatement 10 years at 100%	
Multi-Family	<u>Outside</u> Greater Downtown Urban Renewal Area	Affordable	Econ. Dev. TIF up to 15 yrs OR	Details in Notes section below *Iowa Code §441.21(14(a)(6) taxed properties
			Tax Abatement 10 years at 100%	
Multi-Family	<u>Outside</u> Greater Downtown Urban Renewal Area	Market Rate	Housing TIF up to 10 yrs OR	Housing TIF can only cover eligible public improvement costs and requires LMI housing set-aside
			Tax Abatement 10 years at 73% or declining schedule	
Multi-Family	Greater Downtown Urban Renewal Area	Affordable	Econ. Dev. TIF up to 15 yrs OR	** additional possible downtown incentives listed in Notes
			Tax Abatement 10 years at 100%	

Multi-Family	Greater Downtown Urban Renewal Area	Market Rate	Econ. Dev. TIF up to 15 yrs OR	** additional possible downtown incentives listed in Notes
			Tax Abatement 10 years at 100%	

NOTES

*Both TIF and tax abatement apply only to actual value added by improvements, not existing valuation

*“Affordable” means projects that create housing affordable to households making 80% or less of the median county income. See Iowa Code §403.17 (14) definition of Low or moderate income families.

*Tax abatement does not exempt school levies

*Multi-Family means 3+ units on the same taxing parcel

*All projects seeking TIF incentives must:

- Receive approval before construction starts
- Be located in an urban renewal area
- Be subject to a development agreement approved by the City Council
- Be in an urban renewal area before construction starts to be eligible to receive incentives on entire project

*All projects seeking Tax Abatement incentives must:

- Be in a revitalization area before construction starts to be eligible to receive incentives on entire project, and must timely apply for abatement.

**All downtown rehab projects may also be eligible for \$10,000/unit and up to \$35,000 for exterior improvements and associated costs. See eligibility criteria [here](#).

*Iowa Code 441.21(14(a)(6)

14. a. Beginning with valuations established on or after January 1, 2022, all of the following shall be classified and valued as residential property:

.....

(6) A parcel primarily used or intended for human habitation containing three or more separate dwelling units. If a portion of such a parcel is used or intended for a purpose that, if the primary use, would be classified as commercial property or industrial property, each such portion, including a proportionate share of the land included in the parcel, if applicable, shall be assigned the appropriate classification pursuant to paragraph "b".

RESOLUTION NO. ____ - 25

AUTHORIZING THE CITY MANAGER TO OFFER AND AMEND HOUSING DEVELOPMENT INCENTIVES FOR CITY OF DUBUQUE DEVELOPMENT AGREEMENTS

WHEREAS, the City Manager has been designated by the City Council of the City of Dubuque to act as negotiator of development agreements and incentive packages on behalf of the City of Dubuque; and

WHEREAS, the City Council has a 2029 goal of Livable Neighborhoods and Housing: Great Place to Live; and

WHEREAS, the City Council desires to compile and restate its housing incentive policies previously adopted; and

WHEREAS, City staff has created a framework for a Housing Incentive Policy set out in the attached Housing Incentives By Type Location Affordability Matrix.

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

Section 1. The City Manager is authorized to develop and offer housing development incentives as set forth in the attached Housing Incentives By Type Location Affordability Matrix.

Section 2. The City Manager is authorized to amend the conditions and incentives set out in the Housing Creation Incentives Staff Recommendations – Updated Matrix as needed to fit projects as best possible and in a flexible manner.

Passed, approved and adopted this 1st day of December, 2025.

By: _____
Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitsfelder, City Clerk

**City of Dubuque
City Council**

ACTION ITEMS # 10.

ITEM TITLE: List of Iowa Economic Development Authority's 2025
Redevelopment Tax Credit Recipients from Dubuque

SUMMARY: City Manager providing the list of successful applicants for
the Iowa Economic Development Authority's 2025
Redevelopment Tax Credit Recipients for 2025.

**SUGGESTED
DISPOSITION:** Receive and File

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Iowa Redevelopment Tax Credit Awards_Nov 2025
4. IOCO Building Tax Credit Letter
5. Dubuque 5th & Main Project Tax Credit Letter
6. Dubuque 5th & Main Project Development Agreement
7. Farley & Loetscher Manufacturing Tax Credit Letter
8. Farley & Loetscher Manufacturing Development Agreement
9. Iowa Street Lofts Tax Credit Letter
10. Iowa Street Lofts Development Agreement
11. Wilson House Apartments Tax Credit Letter
12. Wilson House Apartments Development Agreement

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: List of Iowa Economic Development Authority's 2025 Redevelopment Tax Credit Recipients from Dubuque

DATE: November 24, 2025

Economic Development Director Jill Connors is providing the list of successful applicants for the Iowa Economic Development Authority's 2025 Redevelopment Tax Credit Recipients for 2025. Each application required a letter of support from the City. All five applicants from Dubuque received an award from the program.

There was \$19,115,000 of tax credits available from the State of Iowa. There were 51 project applications submitted from across the state, and only 25 projects received an award. The 5 Dubuque projects received a total of \$4,130,000 of the available tax credits.

Brownfield category

IOCO Building (at 100 E. 1st Street) – awarded \$1,000,000

The IOCO Building is one of two remaining historic buildings located within the South Port area. The proposed redevelopment of the building and property would be the first of its kind in this area and set an example of the quality and impact a project can have for a community. The project will create a recreation/gathering place for the entire Dubuque area. It will also create a physical and visual connection to the Mississippi River, utilizing Dubuque's best and largest natural asset. The property has already been the subject of environmental testing and identified the presence of both asbestos and lead based paint.

Grayfield category

Dubuque 5th & Main Project (at 5th & Main Street) – awarded \$1,500,000

This property has served as a surface parking lot for decades. The City of Dubuque and Gronen Development, Inc. entered into a Development Agreement on March 17, 2025 for the creation of 8,000 square feet of first-floor commercial space and at least eighty (80) rental residential units at an investment of approximately \$24,000,000 on this site. The property is located immediately west of the future osteopathic college.

Farley & Loetscher Manufacturing (at 801 Jackson Street) – awarded \$1,250,000

After closing its millworking operations decades ago, this property evolved into a hodgepodge of storage, bakery, and law office space that currently sits abandoned.

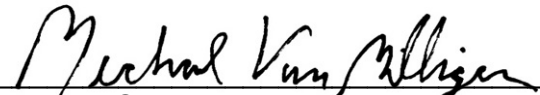
The City of Dubuque and Farley & Loetscher, LLC entered into a Development Agreement on September 5, 2023 for the creation of One Hundred Twenty-Six (126) rental residential units at an investment of approximately \$25,000,000 on this site.

Iowa Street Lofts (at 1236-1248 Iowa Street) – awarded \$1,000,000

The Iowa Street Lofts project proposes to create 13 apartments in the mixed-use building immediately adjacent to City Hall. The City of Dubuque and 1248 Iowa St, LLC entered into a Development Agreement on October 20, 2025 for the creation of 13 new residential rental units and the restoration of the building façade at an investment of approximately \$2,700,000 in the project.

Wilson House Apartments (at 1243 Locust Street) – awarded \$80,000

Wilson House has been vacant since 2018 and had over 200 showings before being sold. An asbestos survey was completed in 2024 with sampling and analysis showing evidence of asbestos being present in piping insulation and floor tile/mastic. The piping insulation and floor tile/mastic to be remediated for the property to be redeveloped. The City of Dubuque and Wilson House Apts., LLC entered into a Development Agreement on May 20, 2024, for the creation of Five (5) new residential units with an investment of approximately \$1,500,000.00. The project intends to use historic tax credits.


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: List of Iowa Economic Development Authority's 2025 Redevelopment Tax Credit Recipients from Dubuque

DATE: November 24, 2025

INTRODUCTION

This memorandum presents the list of successful applicants for the Iowa Economic Development Authority's 2025 Redevelopment Tax Credit Recipients for 2025. Each application required a letter of support from the City. All five applicants from Dubuque received an award from the program. Dubuque's developers can be proud of the quality projects they are undertaking and the State of Iowa is to be thanked for their support of Dubuque's redevelopment efforts.

BACKGROUND

Developers in Iowa can receive tax credits for redeveloping properties known as brownfield and grayfield sites. Additional tax credits are available for projects that meet or exceed sustainable design standards as defined by state law. This tax credit program is offered as a way to promote the economic health of communities by reducing environmental potential hazards, cleaning up eyesores, creating new jobs and boosting tax revenue.

Five projects requested City support for their application – one in the Brownfield category and four in the Grayfield category in 2025.

Brownfield sites are abandoned, idled or underutilized industrial or commercial properties where real or perceived environmental contamination prevents productive expansion or redevelopment. Examples of brownfield sites include former gas stations, dry cleaners and other commercial operations that may have utilized products or materials potentially hazardous to the environment.

Tax credits of up to 24% of qualifying costs of a brownfield project and up to 30% if the project meets green building requirements.

A Grayfield site is an abandoned public building or industrial or commercial property that meets requirements such as outdated infrastructure (vacant, blighted, obsolete, or otherwise underutilized), assessed value of property's improvements has decreased by at least 25 percent over the past 25 years, property is used as a parking lot, or improvements on the property no longer exist.

Tax credits of up to 12% of qualifying costs of a grayfield project and 15% if the project meets green building requirements. The Program is capped at \$15 million per fiscal year with a maximum award of \$1.5 million per project.

DISCUSSION

The following projects applied, with City of Dubuque support, and were awarded a redevelopment tax credit in the 2025 round.

Brownfield category

IOCO Building (at 100 E. 1st Street) – awarded \$1,000,000

The IOCO Building is one of two remaining historic buildings located within the South Port area. The proposed redevelopment of the building and property would be the first of its kind in this area and set an example of the quality and impact a project can have for a community. The project will create a recreation/gathering place for the entire Dubuque area. It will also create a physical and visual connection to the Mississippi River, utilizing Dubuque's best and largest natural asset. The property has already been the subject of environmental testing and identified the presence of both asbestos and lead based paint.

Grayfield category

Dubuque 5th & Main Project (at 5th & Main Street) – awarded \$1,500,000

This property has served as a surface parking lot for decades. The City of Dubuque and Gronen Development, Inc. entered into a Development Agreement on March 17, 2025 for the creation of 8,000 square feet of first-floor commercial space and at least eighty (80) rental residential units at an investment of approximately \$24,000,000 on this site. The property is located immediately west of the future osteopathic college.

Farley & Loetscher Manufacturing (at 801 Jackson Street) – awarded \$1,250,000

After closing its millworking operations decades ago, this property evolved into a hodgepodge of storage, bakery, and law office space that currently sits abandoned. The City of Dubuque and Farley & Loetscher, LLC entered into a Development Agreement on

September 5, 2023 for the creation of One Hundred Twenty-Six (126) rental residential units at an investment of approximately \$25,000,000 on this site.

Iowa Street Lofts (at 1236-1248 Iowa Street) – awarded \$1,000,000

The Iowa Street Lofts project proposes to create 13 apartments in the mixed-use building immediately adjacent to City Hall. The City of Dubuque and 1248 Iowa St, LLC entered into a Development Agreement on October 20, 2025 for the creation of 13 new residential rental units and the restoration of the building façade at an investment of approximately \$2,700,000 in the project.

Wilson House Apartments (at 1243 Locust Street) – awarded \$80,000

Wilson House has been vacant since 2018 and had over 200 showings before being sold. An asbestos survey was completed in 2024 with sampling and analysis showing evidence of asbestos being present in piping insulation and floor tile/mastic. The piping insulation and floor tile/mastic to be remediated for the property to be redeveloped. The City of Dubuque and Wilson House Apts., LLC entered into a Development Agreement on May 20, 2024 for the creation of Five (5) new residential units with an investment of approximately \$1,500,000.00. The project intends to use historic tax credits.

RECOMMENDATION

This memorandum is for informational purposes.

ACTION

**REPORT
IOWA ECONOMIC DEVELOPMENT AUTHORITY BOARD
NOVEMBER 2025**

From: Community Vitality Division

Subject: Redevelopment Tax Credit Program – Brownfields/Grayfields
FY 2026 Funding Recommendations

The Redevelopment Tax Credit Program provides financial assistance for the acquisition, remediation and redevelopment of eligible brownfield and grayfield sites. Eligible brownfield properties include abandoned, idled or underutilized industrial or commercial facilities where expansion or redevelopment is complicated by real or perceived environmental contamination. Eligible grayfield properties include abandoned public buildings, as well as industrial or commercial sites where existing infrastructure is limiting their potential for more efficient or beneficial use.

Tax credits are available for up to 24% of a qualifying investment in a brownfield site and up to 12% for a qualifying investment in a grayfield site. The maximum award per project is \$1.5 million. Recaptured credits may be reallocated in the next application round.

The application round for the Redevelopment Tax Credit Program was open from July 1st to September 2nd, with a total of 51 applications submitted for consideration.

This program has an annual allocation of \$15,000,000, with an additional \$4,115,000 available for reallocation from previous years, bringing the total available amount of credits to \$19,115,000 for FY26. 25 projects are proposed to receive awards totaling the full available amount. The FY26 award recommendations are attached to this report.

Proposed Motion: Approve FY26 Redevelopment Award Recommendations

Submitted By: Eli Wilson

Attachments: FY26 Redevelopment Award Recommendations

Application Title	Project Type	Project City	Project County	Applicant	Developer Name	Project Type:	Project Description:	Allocated Tax Credit Amount
2nd and 2nd Building (633131)	Grayfield	Cedar Rapids	Linn	2nd & 2nd, LC	Steven Emerson	Multi-family, Commercial	Rehabilitation of office building into mixed use building downtown.	\$230,000
30th & First Avenue Redevelopment - Council Bluffs (631745)	Grayfield	Council Bluffs	Pottawattamie	First Avenue Freeze Out, LLC	Lawrence James	Multi-family	New construction 145 multifamily units on underutilized property.	\$1,000,000
3350 University Ave (631202)	Grayfield	Waterloo	Black Hawk	3350 University LLC	Brent Dahlstrom	Multi-family	Rehabilitation of abandoned motel, adding 58 multifamily units.	\$500,000
ACT Lindquist Site Redevelopment (625937)	Grayfield	Iowa City	Johnson	JNB Iowa City, LLC	James Bergman	Commercial	Demolishing former campus and redeveloping area into commercial development.	\$700,000
Agassiz Historic Lofts (626276)	Grayfield	Ottumwa	Wapello	CBC Financial Corporation	Jim Danaher	Multi-family	Conversion of a historic primary school into affordable apartment housing.	\$1,000,000
Crescent Park Elementary Apartments (626520)	Grayfield	Sioux City	Woodbury	BNC, LLC	Nathan Connelly	Multi-family	Rehabilitation of a vacant former elementary school into 36 multifamily units.	\$650,000
Dubuque 5th & Main Project (631170)	Grayfield	Dubuque	Dubuque	Dubuque 5th & Main, LLC	Randy Schmitt	Multi-family, Commercial	Multifamily infill project revitalizing parking lot into high density housing.	\$1,500,000
Farley & Loetscher Manufacturing (631596)	Grayfield	Dubuque	Iowa	Farley & Loetscher LLC	Brandon Hoppman	Multi-family	Rehabilitation of historic mill working plant into multifamily complex comprising 100+ units.	\$1,250,000
IOCO Building (632147)	Brownfield	Dubuque	Dubuque	Catfish LLC	Andrew McCready	Commercial	Rehabilitation of historic building into a riverfront destination.	\$1,000,000
Iowa River Power (631273)	Grayfield	Coralville	Johnson	Old Gold & Black, LLC	Mark Kaufman	Commercial	Renovation of power plant building into a restored dining venue.	\$1,300,000
Iowa Street Lofts (633375)	Grayfield	Dubuque	Dubuque	1248 Iowa St LLC	Aaron Rauen	Multi-family, Commercial	Renovation of underutilized historic structure into 13 upper-story apartment units and commercial on ground floor.	\$300,000
Joyce E Lillis School of Nursing (632895)	Grayfield	Des Moines	Polk	Mercy College of Health Sciences	Adreain Henry	Commercial	Demolition of dilapidated building and new construction of a nursing school.	\$1,250,000
LTRI Ellis Pocket Park (625893)	Grayfield	Cedar Rapids	Linn	LTRI LLC	Chad Pelley	Multi-family	New construction of 8 3-plex buildings on underutilized site.	\$415,000

Application Title	Project Type	Project City	Project County	Applicant	Developer Name	Project Type:	Project Description:	Allocated Amt.
Northpark Row (633712)	Grayfield	Huxley	Story	Northpark Row, LLC	Abbey Gilroy	Multi-family	Rehabilitate a vacant former senior living center into multifamily development.	\$1,250,000
Oskaloosa Multifamily, LLC (629116)	Brownfield	Oskaloosa	Mahaska	Oskaloosa Multifamily, LLC	Joe Pietruszynski	Multi-Family	New construction of rental townhome community comprised of approximately 50 units.	\$1,000,000
Start Right Here (SRH - STAY) (628129)	Grayfield	Des Moines	Polk	Starts Right Here	Jack Hatch	Multi-family	Rehabilitation of underutilized building to provide studio apartments and class space for homeless youth.	\$350,000
The Aston Apartments (626492)	Grayfield	Des Moines	Polk	HOA Aston LLC	Jennifer Drake	Multi-family, Commercial	Mixed use infill development with ground floor commercial / upper story housing	\$800,000
The Beacon Village (626608)	Grayfield	Des Moines	Polk	The Beacon Village LLC	Amy Landrigan	Multi-family	Adaptive reuse of dilapidated buildings intended to house women in need.	\$400,000
The Crescent Pointe of Danville (630236)	Grayfield	Danville	Des Moines	The Crescent Group, LLC	Benjamin Schroeder	Multi-family	Rehabilitation of former care center into 12 multifamily units.	\$200,000
The Oaks Hotel, Clear Lake Iowa (626467)	Grayfield	Clear Lake	Cerro Gordo	Oaks Hotel in Clear Lake, LLC	George Janssen	Hotel	New construction of hotel on underutilized property in the Surf District.	\$1,300,000
Treehouse Phase III- Grayfield Site (631483)	Grayfield	Council Bluffs	Pottawattamie	34th AND 1st HOLDINGS, LLC	Kevin Knudson	Multi-family	New construction of 86 multifamily apartment units on underutilized site.	\$1,000,000
Triangle Park Place (628752)	Brownfield	Cedar Rapids	Linn	OFB LLC	Heidi Krohn	Multi-family	Infill redevelopment project of 7 new townhome units.	\$500,000
University of Commerce Historic Renovation (632551)	Grayfield	Des Moines	Polk	Brian Clark	Brian Clark	Multi-family, Commercial	Rehabilitation of a historic mixed-use building.	\$540,000
Wilson House Apartments (631031)	Grayfield	Dubuque	Dubuque	Wilson House Apts, LLC	Andrew McCready	Multi-family	Renovation of a dilapidated historic structure into five modern apartments.	\$80,000
Winterset Rehab (631744)	Grayfield	Winterset	Madison	1926, LLC	Daniel Doyle	Multi-family	Renovation of a former senior living facility into multifamily building.	\$600,000



Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

August 11, 2025

Iowa Economic Development & Finance Authority
1963 Bell Avenue, Suite 200
Des Moines, IA 50315

RE: IEDA Redevelopment Tax Credit - Program Eligibility, 100 E. 1st Street (IOCO Building) as Brownfield Site

IOCO Building in Dubuque, IA meets the criteria of a Brownfield Site as it is defined in Iowa Code Section 15.291 and Administrative Code 261.65.2.

Per code definition, "Brownfield site" means an abandoned, idled, or underutilized industrial or commercial facility where expansion or redevelopment is complicated by real or perceived environmental contamination. The IOCO Building has been underutilized for many years and has been vacant for 18 months.

An Asbestos Survey was completed in October of 2024 with sampling and analysis showing evidence of asbestos being present in 10 of the 47 samples. Asbestos Containing Material (ACM) included roofing tar, floor tile, adhesives, fittings and pipe insulation. The ACM to be remediated for the property to be redeveloped.

A Lead-Based paint inspection was completed in October of 2024 with sampling and analysis showing evidence of Lead-Based paint (LBP) on 40 of 147 samples. These included elevator shaft walls, door components, window components, ceilings, doors, walls and columns.

Per code definition, a brownfield site includes property contiguous with the property on which the individual or commercial facility is located. The IOCO Building contamination is contained to its property boundaries.

Per code definition, a brownfield site does not include property which has been placed, or is proposed for placement, on the national priorities list established pursuant to the federal Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et Seq. IOCO Building has not been placed, or is proposed for placement, on this list.

The redevelopment of this property would create a catalyst type impact for the South Port area, which is poised to be the next, large-scale development in downtown Dubuque. The catalyst impact would increase development interest of all types for the surrounding properties and start a long-range goal of development matching what occurred on the north side of the Ice Harbor.

The IOCO Building is one of two remaining historic buildings located within the South Port area. The proposed redevelopment of the building and property would be the first of its kind in this area and set an example of quality and impact a project can have for a community. The project will create a recreation/gathering place for the entire Dubuque area. It will also create a physical and visual connection to the Mississippi River, utilizing Dubuque's best and largest natural asset.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jill Connors", followed by a period. The signature is fluid and cursive.

Jill Connors, Economic Development Director



Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

August 15, 2025

Iowa Economic Development & Finance Authority
1963 Bell Avenue, Suite 200
Des Moines, IA 50315

RE: IEDA Redevelopment Tax Credit – Program Eligibility of the 5th and Main Street Project as Grayfield Site

The 5th & Main Street project in Dubuque, IA meets the criteria of a Grayfield Site as defined in Iowa Code Section 15.291 and Administrative Code 261.65.2.

The proposed multi-family and retail development will bring significant economic, social, and environmental benefits to our community while transforming an underutilized property in the heart of our city.

Located at the prominent intersection of 5th Street and Main Street in downtown Dubuque, the project will redevelop a surface parking lot site into a vibrant, mixed-use property that will provide quality housing options and new commercial opportunities. By revitalizing this location, the project aligns with the City's strategic goals of enhancing our urban core, expanding workforce housing, promoting walkable neighborhoods, and supporting local business growth.

The City of Dubuque recognizes the importance of public-private partnerships in advancing redevelopment efforts and applauds the developer's commitment to sustainable design, adaptive reuse, and community engagement. The Grayfield Redevelopment Tax Credit will serve as a critical financing tool to make this project financially feasible and ensure the timely completion of a development that will serve the community for decades to come.

We respectfully request your favorable consideration of this application. The City of Dubuque is committed to working collaboratively with the development team to ensure the success of the 5th & Main Project and to maximize its positive impact on our residents, downtown district, and regional economy.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jill Connors", followed by a period.

Jill Connors, Economic Development Director

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
GRONEN DEVELOPMENT, INC.**

This Development Agreement (hereinafter, the "Agreement"), dated for reference purposes the 17th day of March, 2025, is entered into by and between the City of Dubuque, Iowa, a municipality ("City"), acting under authorization of Iowa Code Chapter 403, as amended, and Gronen Development, Inc., an Iowa corporation ("Developer").

WHEREAS, City is the owner of the following real estate located in the City of Dubuque, County of Dubuque, State of Iowa, consisting of 0.67 acres,

BLK 17 DUBUQUE DOWNTOWN PLAZA

shown on Exhibit B-2 attached hereto (the "Property"); and

WHEREAS, Developer has requested that City sell to Developer the Property together with all easements, tenements, hereditaments and appurtenances belonging thereto (the "Property"), and City has agreed to sell the Property to Developer subject to and in accordance with the terms of this Agreement; and

WHEREAS, Developer desires to construct a mixed-use building (the "Building"), consisting of a total of approximately eighty (80) apartment units and 8,000 square feet of commercial space, substantially as shown on the site plan set forth in Exhibit B-1 attached hereto (as may be amended as hereinafter provided in this Agreement, the "Site Plan"), on the Property; and

WHEREAS, Developer and City agree that upon approval of the Plat (as defined in Section 4.8 of this Agreement), this Agreement will be amended to include the legal description of the Property; and

WHEREAS, the Property is located in the Greater Downtown Urban Renewal District which has been so designated by City Council Resolution 123-67, as subsequently amended, as a slum and blighted area (the "Project Area") defined by Iowa Code Chapter 403 (the "Urban Renewal Law"); and

WHEREAS, subject to the terms of this Agreement, Developer intends to undertake the development of the Building to be located on the Property; and

WHEREAS, Developer will make a capital investment in building improvements, equipment, furniture and fixtures in the Property including, without limitation, any public or site related improvements specifically needed for the development (e.g. utility extensions to the Property) (the "Project"), as shown on the Site Plan, Exhibit B-1 attached

hereto; and

WHEREAS, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on May 18, 1967 and last amended on December 16, 2024, (the "Urban Renewal Plan"), City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan, as amended; and

WHEREAS, the City Council believes it is in the best interests of 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 Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

SECTION 1. CONVEYANCE OF THE PROPERTY TO DEVELOPER.

1.1 Purchase Price. Subject to the terms and conditions herein, the purchase price for the Property (the "Property Purchase Price") shall be Four Hundred Ninety-Five Thousand One Hundred Dollars (\$495,100) per acre for approximately 0.67 acres for a total Property Purchase Price of Three Hundred Thirty-One Thousand Seven Hundred Seventeen Dollars (\$331,717).

1.2 Title to Be Delivered. At the Closing (as defined in Section 5 below), City agrees to convey good and marketable fee simple title in the Property to Developer subject only to easements, restrictions, conditions and covenants of record as of the date hereof to the extent not objected to by Developer as set forth in this Agreement, and subject to the conditions set forth in Section 4 of this Agreement.

(1) City, at its sole cost and expense, shall deliver to Developer an abstract of title to the Property continued through a date within thirty (30) days of the Closing Date reflecting merchantable title in City in conformity with this Agreement, applicable state law and the Title Standards of the Iowa State Bar Association (the "Abstract").

(2) Developer shall have until the Closing Date to render objections to title and the Plat with respect to the Property being conveyed, including any easements or other encumbrances not satisfactory to Developer, in writing to City. City shall promptly exercise its best efforts to have such title objections removed or satisfied and shall advise Developer of intended action within ten (10) days of such action. If City shall fail to have such objections removed as of the Closing, or any extension thereof consented to by Developer, Developer may, at its sole discretion, either (1) terminate this Agreement without any liability on its part, or (2) take title subject to such objections. City agrees to use its best reasonable efforts to promptly satisfy any such objections. City acknowledges that Developer needs to acquire the Property as described in Section 10 to meet construction and delivery deadlines, and City agrees to exercise its best reasonable efforts to facilitate completion of

City's duties under this Agreement in order to accommodate a Closing before such date.

1.3 Rights of Inspection, Testing and Review. Developer, and its consultant(s), shall have access to the Property and all parts thereof pursuant to the terms and conditions of the Site Access Agreement attached hereto as Exhibit H and incorporated herein by reference, and shall have the further right to make such inquiries of governmental agencies and utility companies, etc. as it considers appropriate.

(1) Environmental Investigation/Confidential Information. Developer shall have the right to inspect the Property prior to the Closing Date and to take whatever tests or perform such examination, as Developer shall deem appropriate, at its own risk and its sole cost and expense, to evaluate the environmental condition of the Property. Prior notice of such activity by Developer shall be provided to City (which such notice may be made by electronic mail), and written results of such activity shall be shared with City promptly after City's written request for such results. Developer shall not disclose the information from the investigation or the report of the investigation to any party prior to the Closing, other than City without the prior consent of City except as required by law or court order, and except that to the extent that such information is necessary to Developer's architects, engineers, surveyors, contractors, attorneys, investors, lenders, consultants and advisors, provided, however, such persons shall agree to keep such information confidential as provided in this Section.

(2) Hazardous Substance Remediation.

(a) Prior to the Closing, if Developer determines, upon receipt and consideration of any report of investigation of the Property that applicable law requires removal and/or remediation of Hazardous Substances on the Property prior to construction of any of the Minimum Improvements (as hereinafter defined), then Developer, at Developer's election, may retain, at its sole cost and expense, an environmental consultant to prepare a plan (the "Environmental Remediation Plan") for the removal and/or remediation of the identified Hazardous Substances to a level as may be required by law and/or to a level sufficient to allow construction of the Minimum Improvements.

(b) Based on findings of any Phase I or Phase 2, Environmental Remediation Plan or other report or investigation, Developer, in its sole discretion, may elect to terminate this Agreement prior to Closing by giving written notice to City, without any further obligation on the part of Developer or City.

(3) Definitions. For the purposes of this Agreement, the following definitions shall apply:

(a) Environmental Law. Any and all federal, state and/or local laws, regulations and legal requirements pertaining to (i) the protection of health, safety and the indoor and outdoor environment, (ii) the conservation, management or use of natural resources and wildlife, (iii) the protection, access to or use of surface water and groundwater, (iv) the management, manufacture, possession, presence, use, generation, transportation, treatment) storage, disposal, Release, threatened Release, abatement, removal, remediation or handling of, or exposure to, any Hazardous Substance or (v) pollution (including, without limitation, any Release to air, land, surface water and groundwater), and includes, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendment and Reauthorization Act of 1986, 42 U.S.C. 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. 6901 et seq.; the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. 1251 et seq.; the Clean Air Act of 1966, as amended, 41 U.S.C. 7401 et seq.; the Toxic Substances Control Act of 1976, 15 U.S.C. 2601 et seq.; the Hazardous Substances Transportation Act, 49 U.S.C. App. 1801 et seq.; the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. 651 et seq.; the Oil Pollution Act of 1990, 33 U.S.C. 2701 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. 11001 et seq.; the National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq.; the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300(f) et seq.; Chapter 455B of the Iowa Code; any similar, implementing or successor law to any of the foregoing and any amendment, rule, regulation, order or directive issued thereunder.

(b) Hazardous Substance or Hazardous Substances. 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 Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1321), (v) defined as a "hazardous waste pursuant to § 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., (vi) defined as a "hazardous substance" pursuant to § 101 of the Comprehensive Environmental Response, Compensation and Liability Act, U.S.C § 9601 et seq., or (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. § 6991 et seq.] 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.

(c) Release. Any spilling, migrating, seeping, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Substance into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, tanks and other receptacles containing or previously containing any Hazardous Substance and including without limitation the migration of any Hazardous Substance onto the Property from an adjacent property.

SECTION 2. REPRESENTATIONS OF CITY. To induce Developer to enter into this Agreement and purchase the Property, City hereby represents and warrants to Developer, that:

2.1 There is no action, suit or proceeding pending, or to the best of City's knowledge, threatened against City which might result in any adverse change in the Property being conveyed or the possession, use or enjoyment thereof by Developer for Developer's intended use, including, but not limited to, any action in condemnation, eminent domain or public taking.

2.2 No ordinance or hearing is pending or, to the best of City's knowledge, contemplated before any local governmental body which either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

2.3 All leases, contracts, licenses, and permits between City and third parties in connection with the maintenance, use, and operation of the Property have been provided to Developer and City has provided true and correct copies of all such documents to Developer.

2.4 City has good and marketable fee simple title interest to the Property.

2.5 There are no notices, orders, suits, judgments or other proceedings relating to fire, building, zoning, air pollution, health violations or other matters that have not been corrected. City has notified Developer in writing of any past notices, orders, suits, judgments or other proceedings relating to fire, building, zoning, air pollution or health violations as they relate to the Property of which it has actual notice.

2.6 The Property will as of the date of the Closing Date be free and clear of all liens, security interests, and encumbrances and payment has been made for all labor or materials that have been furnished to the Property or will be made prior to the Closing

Date so that no lien for labor performed or materials furnished can be asserted against the Property.

2.7 City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement, and that it has full power and authority to execute, deliver and perform its obligations under this Agreement including, without limitation, the execution and delivery of all documents contemplated under this Agreement. City's attorney shall issue a legal opinion to Developer at the time of the Closing confirming the representation contained herein, in form and substance attached hereto as Exhibit C.

2.8 Unless otherwise agreed to in writing by Developer and City, Developer shall be responsible for the cost to modify or relocate all city utilities deemed necessary for the development and use of the Property. Developer shall have the right to connect to said utilities, subject to City's connection fees.

2.9 As of the Closing Date the Property shall be free and clear of any occupants, and no party has a lease to or other occupancy or contract right in the Property which shall in anyway be binding upon the Property or Developer.

2.10 City shall exercise its best efforts to cooperate with Developer in the development process.

2.11 City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.

2.12 The Property is properly zoned for the various uses described in this Agreement.

2.13 City makes no warranties or representations as to the condition of the Property other than those which are expressly stated in this Agreement.

2.14 City has completed all required notice to or prior approval, consent or permission of any federal, state or municipal or local governmental agency, body, board or official to the sale of the Property, and consummation of the Closing by City shall be deemed a representation and warranty that it has obtained the same.

2.15 City represents and agrees that use of the Property as described in this Agreement is in full compliance with the Urban Renewal Plan.

2.16 The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement do not and shall not result in any material breach of any terms or conditions of any mortgage, bond, indenture, agreement, contract, license, or other instrument or obligation to which City is a party or by which either the City or the Property being conveyed are bound, nor shall the execution, delivery and performance of this Agreement violate any statute, regulation, judgment, writ,

injunction or decree of any court threatened or entered in a proceeding or action in which City may be bound or to which either City or the Property being conveyed may be subject.

2.17 The representations and warranties contained in this Section shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date, and such representations and warranties shall survive the Closing.

SECTION 3. REPRESENTATIONS OF DEVELOPER. The Developer makes the following representations and warranties:

(1) Developer is an Iowa limited liability company 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 At authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the 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 the City, at time of closing, confirming the representations contained herein, containing the opinions set forth in the form attached hereto as Exhibit E which such opinions shall be subject to customary exceptions, exclusions and limitations.

(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 certificate of limited liability company or the limited liability company agreement 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 to Developer's knowledge, 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 for the Project.

(7) Developer will obtain firm commitments for construction financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Project in accordance with the requirements of this Agreement and if obtained, shall provide evidence thereof to City prior to the Closing Date.

SECTION 4. CONDITIONS TO CLOSING. The Closing and all the obligations of Developer under this Agreement are subject to fulfillment, on or before the Closing Date of the following conditions:

4.1 The representations and warranties made by City in Section 2 shall be correct as of the Closing Date with the same force and effect as if such representations were made at such time. At the Closing, City shall deliver a certificate, in the form of Exhibit D, to that effect.

4.2 Title to the Property shall be in the condition warranted in Section 2.

4.3 Developer shall have obtained at its sole expense any and all necessary governmental approvals, including without limitations building permits, approval of zoning, subdivision or platting which might be necessary or desirable in connection with the sale and transfer and development of the Property. Any conditions imposed as a part of the zoning, platting or subdivision must be satisfactory to Developer, in its sole opinion. City shall cooperate with Developer in attempting to obtain any such approvals and shall execute any documents necessary for this purpose, provided that City shall bear no out-of-pocket expense in connection therewith. In connection therewith, City agrees (1) to review all of Developer's plans and specifications for the Project and to either reject or approve the same in a prompt and timely fashion, but in no event more than thirty (30) days; (2) to issue a written notification to Developer, promptly following City's approval of same, indicating that City has approved such plans and specifications, and that the same are in compliance with the Urban Renewal Plan (as defined in Section 10.2 of this Agreement) and/or that the appropriate waivers have been obtained, this Agreement and any other applicable City or affiliated agency requirements, with the understanding that Developer and its lenders shall have the right to rely upon the same in proceeding with the Project; (3) to identify in writing as soon as practicable after submission of said plans and specifications, any and all permits, approvals and consents that are legally required for the acquisition of the Property by Developer, and the construction, use and occupancy of the Project with the intent and understanding that Developer and its lenders and attorneys will rely upon same in establishing their agreement and time frames for construction, use and occupancy, lending on the Project and issuing legal opinions in

connection therewith; and (4) to cooperate fully with Developer to facilitate the obtaining of such permits, approvals and consents.

4.4 As of the date of this Agreement, City has completed all required notice to or prior approval, consent or permission of any federal, state or municipal or local governmental agency, body, board or official to the sale of the Property; and consummation of the Closing by City shall be deemed a representation and warranty that it has obtained the same.

4.5 Developer shall be in material compliance with all the terms and provisions of this Agreement.

4.6 Receipt of an opinion of counsel to Developer in the form attached hereto as Exhibit E, which such opinions shall be subject to customary exceptions, exclusions and limitations.

4.7 Developer and City shall have entered into a Minimum Assessment Agreement, in the form attached hereto as Exhibit I.

4.8 Developer shall have the right to terminate this Agreement, for any reason or for no reason, at any time prior to the Closing. Upon the giving of notice of termination by Developer to City to this Agreement, this Agreement shall be deemed null and void, and thereafter the parties shall be relieved of any and all further obligations hereunder other than those obligations which are specifically set forth hereunder to survive termination.

4.9 Developer shall have otherwise satisfied itself with all other aspects of proceeding with this transaction and the development of the Project as contemplated herein, including, without limitation in any way, the financial viability of developing the Project, the costs and expenses to be incurred in connection therewith, and all other aspects of the planning, designing, development, construction and completion of the Project, all as determined necessary or appropriate by Developer in its sole discretion.

4.10 City shall have terminated all parking leases or other rights of third parties for use or occupancy of the Property.

SECTION 5. CLOSING. The Closing of the purchase and sale of the Property (the Closing) on the Closing Date which shall be on or before May 1, 2026, ("Outside Closing Date"). The date on which the Closing occurs shall be defined in this Agreement as the "Closing Date". Developer shall give City written notice of intent to close at least forty-five (45) days prior to the Closing Date in order to allow the City sufficient time to terminate parking leases then in effect.

SECTION 6 CITY'S OBLIGATIONS AT CLOSING. At or prior to the Closing Date, City shall:

6.1 Deliver to Developer City's duly recordable Special Warranty Deed to the Property, in the form attached hereto as Exhibit F (the "Deed"), conveying to Developer marketable fee simple title to the Property necessary to construct the Project, and all rights appurtenant thereto, including appurtenant easements, subject only to easements, restrictions, conditions and covenants of record as of the date hereof and not objected to by Developer as set forth in this Agreement, and to the conditions subsequent set forth in this Agreement.

6.2 Deliver to Developer such other documents as may be required by this Agreement or as may be reasonably required by the Title Company, or as may be necessary to consummate the transactions contemplated by this Agreement, all in a form satisfactory to Developer.

6.3 Deliver to Developer a statement at the Closing that all representations and warranties in Section 2 are correct.

SECTION 7. DELIVERY OF PURCHASE PRICE. Provided that Developer has not elected to terminate this Agreement, at the Closing, and subject to the terms, conditions, and provisions hereof and the performance by City of its obligations as set forth herein, including City's obligation to make the Development Incentive Grant in accordance with Section 11.1 hereof, Developer shall pay the Property Purchase Price to City pursuant to Section 1.1 hereof.

SECTION 8. CLOSING COSTS. The following costs and expenses shall be paid in connection with the Closing:

8.1. City shall pay:

- (1) The transfer fee imposed on the conveyance, if any;
- (2) All special assessments whether levied, pending or assessed, if any;
- (3) City's attorneys' fees;
- (4) City's broker and/or real estate commissions and fees, if any; and
- (5) The cost of recording the satisfaction of any existing mortgage and any other document necessary to make title marketable.

8.2. Developer shall pay:

- (1) The documentary fee necessary to record the Deed;
- (2) Developer's attorneys' fees; and
- (3) Developer's broker and/or real estate commissions and fees, if any.

At Closing, City and Developer shall each execute and deliver into escrow a closing statement prepared by the Title Company in form and substance mutually acceptable to City and Developer.

SECTION 9. REAL PROPERTY TAXES. From and after Closing, Developer shall pay or cause to be paid, when due, all real property taxes, assessments, fees and charges, including but not limited to water, sanitary and storm water fees, connection and tap fees, payable with respect to the Minimum Improvements and Property.

SECTION 10. MINIMUM IMPROVEMENTS.

10.1 Minimum Improvements. Developer will make a capital investment of approximately Twenty-Four Million Dollars (\$24,000,000.00) to improve the Property (the Minimum Improvements). The Minimum Improvements include creating 8,000 square feet of first-floor commercial space and at least eighty (80) rental residential units

10.2 Timing of Improvements. Developer hereby agrees that construction of the Minimum Improvements on the Property shall be commenced on or before May 1, 2026, and shall be substantially completed by May 1, 2028. 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.

10.3 Plans for Construction of Minimum Improvements. Prior to the Closing Date and provided that Developer purchases the Property, Developer shall submit to City elevation drawings, site plan, building plans and specifications, and related documents with respect to the Minimum Improvements to be constructed by Developer on the Property (the "Construction Plans"). City shall promptly review all Construction Plans submitted and approve or disapprove such Construction Plans which approval shall not be unreasonably withheld, conditioned or delayed. The Construction Plans shall be in conformity with Urban Renewal Plan, this Agreement, and all applicable state and local laws and regulations. All work with respect to the Minimum Improvements shall be in substantial conformity with the Construction Plans approved by City. Upon approval of the final site plan for the Minimum Improvements and other related Project improvements, this Agreement shall be amended to reflect the final approved site plan, which shall replace Exhibit B-1 attached hereto.

10.4 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 recordable form and shall be a conclusive determination of the satisfaction or waiver and termination of Developer's agreements, covenants, and obligations in this Agreement with respect to the obligations of Developer to construct the Minimum Improvements. The Certificate of Completion shall terminate all rights of reversion of title in City as provided in Section 15 and the Certificate of Completion shall so state.

10.5 Developer Lender's Cure Rights. The parties agree that if Developer shall fail to complete the Minimum Improvements as required by this Agreement such that reversion of title may occur (or such that City would have the option of exercising its reversion rights), then Developer or Developer's Lender (as defined in Section 15.1(4)), if any, shall have the right, but not the obligation, to complete such Minimum Improvements according to the terms and conditions in this Agreement.

10.6 Security Cameras. Developer shall install security cameras on the exterior of all newly constructed buildings on the Property and register said cameras with the "Secure Dubuque Personal Surveillance System" described at <https://cityofdubuque.org/2980/Secure-Dubuque>.

10.7 Parking. City and Developer shall, respectively, take the following actions regarding the development of parking associated with the Property:

(1) City shall make available for lease to tenants of the Building up to sixty (60) parking spaces in the 5th Street Parking Ramp (located at 501 Iowa Street) or the Iowa Street Ramp at standard rates as determined by City.

(2) On or prior to Closing, Developer shall locate and provide eight (8) additional parking spots not currently owned by City to be used to provide parking to residents of Ecumenical Towers and located within 300 feet of Ecumenical Towers (250 W 6th Street). The location and terms of the additional parking spaces shall be acceptable to both City and Developer in their respective sole discretion. If this contingency is not satisfied at or prior to Closing then either party can declare this agreement to be terminated and neither party shall have any further rights or obligations hereunder.

10.8 Loading Dock. City shall purchase a Loading Dock as described in Exhibit J for City's use. Developer shall pay to city one-half of the cost of the Loading Dock up to a maximum payment by Developer of \$17,500.00, within thirty (30) days of presentation of a statement from City. The Loading Dock shall thereafter be owned, maintained and stored by City.

SECTION 11. CITY PARTICIPATION.

11.1 Development Incentive Grant to Developer. For and in consideration of Developer's obligations hereunder to construct the Minimum Improvements, City agrees to make the Development Incentive Grant (defined below) to Developer on the Closing Date in the following amounts:

The Development Incentive Grant for the Property (the "Grant") shall be the sum of Twenty Thousand Dollars (\$20,000) for every new residential rental unit created in connection with the Project (which, as of the date hereof, is contemplated to include eighty (80) residential rental units) but not to exceed the Property Purchase Price (\$331,717).

The parties agree that the Grant shall be payable in the form of a credit favoring Developer at time of Closing with the effect of directly offsetting all the Property Purchase Price obligation of Developer.

For any units not completed by the Completion Date, Developer shall pay to City \$20,000 for each unit not completed, but not to exceed the Purchase Price.

11.2 Economic Development Grants.

(1) Minimum Improvements. 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, so long as no Event of Default exists under this Agreement, to make thirty (30) consecutive semi-annual payments (such payments being referred to collectively as the "Economic Development Grants", to the Developer on the following dates (subject to change based on the actual Completion Date):

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 403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six-month period in respect of the Property, the Minimum Improvements constructed by Developer (the "Developer Tax Increments"). For purposes of calculating the amount of Economic Development Grants provided in this Section, the Developer Tax Increments shall be only those tax increment revenues collected by City in

respect to the increase in the assessed value of the Property above the assessed value on January 1, 2025. City and Developer agree the Property was assessed on January 1, 2025 as follows:

Parcel 1025212003: Three Hundred Thirty Thousand One Hundred Dollars (\$330,100.00).

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 and instructional support levy, and (iii) any other portion required to be excluded by Iowa law, and thus such incremental taxes will not include all amounts paid by Developer as regular property taxes.

(2) In the event that the Building is not completed and a Certificate of Occupancy is not issued until after December 1, 2027, then the above schedule shall be advanced by one year such that the first Economic Development Grant shall not be paid until November 1, 2029 and each grant thereafter shall be similarly advanced by one year.

(3) To fund the Economic Development Grants, City shall certify to the County prior to December 1 of each year, commencing December 1, 2027 (or December 1, 2028 in the event the Certificate of Occupancy is not issued until after December 1, 2027), its request for the available Developer Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on November 1 and May 1 of that fiscal year. (Example: if City so certifies in December 2027, the Economic Development Grants in respect thereof would be paid to the Developer on November 1, 2028, and May 1, 2029).

(4) The Economic Development Grants shall be payable from and secured solely and only by the Developer Tax Increments (which, upon receipt, shall be deposited and held in a special account created for such purpose and designated as the "Gronen 5th Street 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 Gronen 5th Street TIF Account to pay the Economic Development Grants, as and to the extent set forth in Section 11.2(1) hereof. The Economic Development Grants shall not be payable in any manner by other tax increments revenues or by general taxation or from any other City funds. City makes no representation with respect to the amounts that may be paid to Developer as the Economic Development Grants in any one year and under no circumstances shall City in any manner be liable to Developer so long as City timely applies the Developer Tax Increments actually collected and held in the Gronen 5th Street 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 11.2(3).

(5) City shall be free to use any and all tax increment revenues collected in respect to other properties within the Project Area, or any of the available Developer Tax Increments resulting from the termination of the annual Economic Development Grants under Section 11.2(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. City shall also be free to use for any lawful purpose the actual tax increment revenues collected by the City and which funds are not required to be paid to Developer in respect of the Minimum Improvements.

11.4 The City will complete the parking and lighting improvements described in paragraph 10.7.

11.5 Non-appropriation/Limited Source of Funding. Notwithstanding anything in this Agreement to the contrary, the obligation of City to pay any installment of the Economic Development Grant shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of City or a pledge of its full faith and credit under the meaning of any constitutional or statutory debt limitation, and shall be subject in all respects to the right of non-appropriation by the City Council as provided in this Section 11.5 City may exercise its right of non-appropriation as to the amount of the installments to be paid during any fiscal year during the term of this Agreement without causing a termination of this Agreement. The right of non-appropriation shall be exercised only by resolution affirmatively declaring City's election to non-appropriate funds otherwise required to be paid to Developer in the next fiscal year under this Agreement.

(1) In the event the City Council elects to not appropriate sufficient funds in the budget for any future fiscal year for the payment in full of the installments on the Economic Development Grant due and payable in that fiscal year, then: (i) City shall have no further obligation to Developer for the payment of all installments due in the next fiscal year which cannot be paid with the funds then appropriated for that purpose; and, (ii) Developer shall be released from all further obligations under this Agreement during that same fiscal year

(2) Each installment of the Economic Development Grant shall be paid by City solely from funds appropriated for that purpose by the City Council from taxes levied on the Property that are allocated to the special fund pursuant to Iowa Code (2013) § 403.19(2).

(3) The right of non-appropriation reserved to City in this Section 11.5 is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to pay future installments on the Economic Development Grants shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the

event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

SECTION 12. COVENANTS OF DEVELOPER.

12.1 Operation of Property; Housing Vouchers. For and in consideration of the Grants offered under this Agreement, during the operation of the Property, including the Buildings, 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) that are otherwise qualified prospective tenants, as determined by Developer. Developer retains all rights to manage, direct or evict any tenants as provided under Iowa law.

12.2 Insurance Requirements:

Insurance Requirements.

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and at its sole cost and expense (and, from time to time at the request of City, furnish City with proof of insurance in the form of a certificate of insurance for each insurance policy):

Builder's risk insurance, written on a completed value in an amount equal to one hundred percent (100%) of the replacement value of the Minimum Improvements, naming City as a named insured and lender loss payable. Coverage shall include the "special perils" form.

The City of Dubuque, Owners, Contractors, Subcontractors, and Sub-Subcontractors shown as additional named insureds are only additional named insured with respect to their interest in the Covered Property at the premises shown in the declarations.

(2) Upon completion of construction of the Minimum Improvements and up to the Termination Date, Developer shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the request of City shall furnish proof of insurance in the form of a certificate of insurance) property insurance against loss and/or damage to the Minimum Improvements under an insurance policy written in an amount not less than the full insurable replacement value of Minimum

Improvements naming City as lender loss payable. Coverage shall include the "special perils" form.

(3) The term "replacement value" shall mean the actual replacement cost of Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be reasonably determined from time to time at the request of City, but not more frequently than once every three (3) years.

(4) Contractor shall be responsible for deductibles and self-insured retention.

(5) Developer agrees to notify City immediately in the case of damage exceeding One Hundred Thousand Dollars (\$100,000.00) in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. The net proceeds of any such insurance (the Net Proceeds) shall be paid directly to Developer as its interests may appear, and Developer shall forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer shall apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof, subject, however, to the terms of any mortgage encumbering title to the Property (as its interests may appear). Developer shall complete the repair, reconstruction and restoration of Minimum Improvements whether or not the Net Proceeds of insurance received by Developer for such Purposes are sufficient.

(6) This covenant shall survive the termination of this Agreement.

12.3 Non-Discrimination. In carrying out the project, Developer shall not discriminate against any employee or applicant for employment because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

12.4 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 the 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.

12.5 Non-transferability; Permitted Transfers. Until such time as the applicable Minimum Improvements are complete (as certified by City under Section 10.4), except as provided in this Section, this Agreement may not be assigned by Developer nor may the Property be transferred by Developer to another party without the prior written consent of City, which consent shall not be unreasonably withheld; provided, that, Developer may without the City's consent, assign this Agreement to an affiliate of Developer under common ownership or control (provided such affiliate agrees to assume in writing the obligations of Developer hereunder); and provided further, that Developer may collaterally assign this Agreement to its mortgage lender as may be required to secure financing for the Minimum Improvements. For the avoidance of doubt, this Agreement and the incentives included within this Agreement may be transferred upon sale of the Property without the consent of City following completion of the Minimum Improvements as evidence by a Certificate of Completion.

12.6 Restrictions on Use. Developer agrees for itself, its successors and assigns, and every successor in interest to the Property or any part thereof that they and their respective successors and assigns, shall 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 described in this Agreement is in full compliance with the Urban Renewal Plan); and

12.7 Operation as Short-Term Rental. For and in consideration of the Grants offered under this Agreement, until the Termination Date, no more than ten percent (10%) of the Units shall be operated as short-term rentals. Short-term rental means a rental period of less than thirty (30) consecutive days.

12.8 Compliance with Laws. Subject to City's representations, warranties and covenants with respect to City's obligation to comply with laws, rules and regulations relating to the Property as set forth in this Agreement, Developer will comply with all laws, rules and regulations relating to the Property and the Minimum Improvements, other than laws, rules and regulations the failure to comply with which 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 13. COVENANTS OF DEVELOPER FOLLOWING CONSTRUCTION OF THE PROJECT.

13.1 Books and Records. During the term of this Agreement and from and after completion of the Minimum Improvements, 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 with respect to the Property and the Minimum Improvements in accordance with generally accepted accounting principles consistently applied throughout the period involved, and Developer shall provide reasonable protection against loss or damage to such books of record and account. Notwithstanding anything contained herein to the contrary, City and its agents and employees shall not

disclose any information contained in such books of record and account to any party without the Developer's prior written consent except as required by law or court order, and except that to the extent that such information is necessary to City's consultants and advisors, provided, however, such persons shall agree to keep such information confidential, and Developer may require that the City enter into a confidentiality agreement in a form acceptable to Developer prior to granting City access to such books of record and account.

13.2 No Exemptions. During the term of this Agreement, and except as otherwise permitted by this Agreement, Developer agrees not to apply for any state or local property tax exemptions which are available with respect to the Property or the Minimum Improvements located thereon that may now be, or hereafter become, available under state law or city ordinance during the term of this Agreement, including those that arise under Iowa Code Chapters 404 and 427, as amended. Provided, however, in the event Developer does not receive the benefit of any City obligation set forth in Section 11 or 10.7, then Developer may apply for additional incentives or grants from City or third parties, as the case may be.

13.3 Repairs.

(1) Developer shall at all times at Developer's own costs and expense, keep the Property and the improvements thereon, and all sidewalks, curbs, and all appurtenances to the Property, in good order, condition and repair, casualties and ordinary wear and tear excepted. Developer shall keep the Property in such condition as may be required by law and by the terms of the insurance policies furnished pursuant to the Agreement, whether or not such repair shall be interior or exterior, and whether or not such repair shall be of a structural nature.

(2) City shall have no obligation to Developer for any maintenance expense of any kind including legal fees on the Property, including but not limited to, private roads, parking areas, utility connections or buildings.

(3) This Section 13.4 shall survive the termination of this Agreement.

SECTION 14. EVENTS OF DEFAULT. 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:

14.1 Failure by Developer to pay or cause to be paid, before thirty days after such payments are due, all real property taxes assessed with respect to the applicable Minimum Improvements and Property, subject to Developer's right to contest such real property taxes in good faith in accordance with applicable law;

14.2 Failure by Developer to cause the construction of the applicable Minimum Improvements (or applicable phases of Minimum Improvements) to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement, subject to

extension for delays caused by Force Majeure Events (as defined in Section 18.4 hereof);

14.3 Subject to Section 12.5, transfer of any interest by Developer of the Property or this Agreement in violation of this Agreement prior to the issuance of the final Certificate of Completion for any applicable phase; or

14.4 Failure by Developer to substantially observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

SECTION 15. REMEDIES ON DEFAULT BY DEVELOPER.

15.1 Whenever any Event of Default referred to in Section 14 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 written notice, or if the Event of Default cannot be cured within sixty (60) days and Developer or if applicable, the mortgagee, does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

- (1) City may suspend its performance under this Agreement until it receives assurances from Developer deemed adequate by City, that Developer will cure its default and continue its performance under this Agreement;
- (2) Until the Closing, City may cancel and terminate this Agreement;
- (3) City may withhold the Certificate of Completion; and
- (4) In the event that subsequent to conveyance of the Property to Developer by City and prior to receipt by Developer of the Certificate of Completion, but subject to the terms of the mortgage(s) granted by Developer to secure a loan(s) obtained by Developer from a commercial lender or other financial institution ("Developer's Lender(s)") to fund the acquisition of the Property or construction of the applicable Minimum Improvements and other Project related improvements (the "Mortgage Financing") an Event of Default under Section 14.2 of this Agreement occurs and is not cured within the times specified in Section 15, then City shall have the right to re-enter and take possession of the Property and any portion of the applicable Minimum Improvements thereon and to terminate (and revert in City pursuant to the provisions of this Section 15 subject only to any rights in any holder of mortgages on the Property in connection with the Mortgage Financing ("Mortgage Holder") the estate conveyed by City to Developer. The intent of this provision, together with other provisions of this Agreement, that the conveyance of the Property to Developer shall be made upon the condition that, in the event of default under Section 14.2, prior to the receipt of the Certificate of Completion, on the part of Developer and failure on the part of Developer to cure such default within the

period and in the manner stated herein, City may declare a termination in favor of City of the title and of all Developer' rights and interests in and to the Property conveyed to Developer, and that such title and all rights and interests of Developer, and any assigns or successors in interests of Developer, and any assigns or successors in interest to and in Property, shall revert to City (subject to the provisions of this Section 15 of this Agreement), but only if the events stated in Section 14.2 of this Agreement, which occurs prior to the receipt of the Certificate of Completion, have not been cured within the time period provided above, or, if the events cannot be cured within such time periods, Developer does not provide assurance to City, reasonably satisfactory to City, that the events will be cured as soon as reasonably possible. Notwithstanding the foregoing, however, City agrees to execute a Subordination Agreement in favor of Developer's Lender(s), in form and substance acceptable to Developer's Lender(s) subordinating the City's rights under this Section 15.1(4), and any other option or purchase rights with respect to the Property granted to the City under this Agreement, including the option granted under Section 12.2, to the rights of the Developer's Lender(s) in connection with the Mortgage Financing (the "Subordination Agreement"). At Closing, the City, at the City's election, may execute and record a memorandum of the City's right of revestment hereunder, provided such memorandum is in form and substance reasonably acceptable to Developer and Developer's Lenders, and such memorandum references the Subordination Agreement and City's subordination of such revestment right to the rights of Developer's Lenders.

(5) Upon the revesting in City of title to the Property as provided in Section 15.1(4) of this Agreement, City may resell the Property, and if it elects to do so, it shall, pursuant to its responsibility under law, use its best efforts, subject to any rights or interests in such property or resale granted to any Mortgage Holder, to resell the Property or part thereof as soon and in such manner as City shall find feasible and consistent with the objectives of such law and of the Urban Renewal Plan to a qualified and responsible party or parties (as determined by City in its sole discretion) who will assume the obligation of making or completing the applicable Minimum Improvements or such other improvements in their stead as shall be satisfactory to City and in accordance with the uses specified for such Property or part thereof in the Urban Renewal Plan. Subject to any rights or interests in such property or proceeds granted to Developer's Lender upon such resale of Property the proceeds thereof shall be applied:

- (a) First, to pay and discharge the Mortgage Financing debt;
- (b) Second, to pay the principal and interest on mortgage(s) created on the Property, or any portion thereof, or any improvements thereon, in connection with the Mortgage Financing. If more than one mortgage on the Property, or any portion thereof, or any improvements thereon, exists in connection with the Mortgage Financing and insufficient proceeds of the resale exist to pay the principal of, and interest on, each such mortgage in full, then such proceeds of the resale as are available shall be used to pay

the principal of and interest on each such mortgage in their order of priority, or by mutual agreement of all contending parties including Developer, or by operation of law;

(c) Third, to reimburse City for all allocable third party costs and expenses incurred by City, in connection with the recapture, management and resale of the Property or part thereof (but less any income derived by City from the Property or part thereof in connection with such management); any payments made or necessary to be made to discharge any encumbrances or liens (except for mortgage(s) granted by Developer in connection with the Mortgage Financing) existing on the Property or part thereof at the time of revesting of title thereto in City or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, default or acts of Developer, its successors or transferees (except with respect to such mortgage(s)), any expenditures made or obligations incurred with respect to the making or completion of applicable Minimum Improvements or any part by City on Property or part thereof, and any amounts otherwise owing to City (including water and sewer charges) by Developer and its successors or transferees; and

(d) Fourth, to reimburse Developer up to the amount equal to (1) the sum of the Property Purchase Price paid to City for the Property and the cash actually invested by Developer in making any of the applicable Minimum Improvements on Property, less (2) any sums previously received by Developer with respect to the Property Purchase Price or sums expended with respect to the Minimum Improvements.

(6) Upon revesting in the City to the Property as provided in Section 15.1(4) of this Agreement, if the City does not resell the Property within one year of the date of such revesting, the City shall reimburse Developer up to the amount equal to (1) the sum of the Property Purchase Price paid to City for the Property and the cash actually invested by Developer in making any of the applicable Minimum Improvements on Property and such other costs invested by Developer in connection with the Project and the transactions contemplated hereunder, less (2) any sums previously received by Developer with respect to the Property Purchase Price.

Notwithstanding anything contained in this Agreement to the contrary, if the City does not exercise its right hereunder to have the Property revested in the City upon written notice to Developer within thirty (30) days of Developer's Event of Default under Section 14.2 of this Agreement, then such revesting right in favor of the City shall automatically terminate and be deemed null and void and of no further force and effect.

SECTION 16. REMEDIES ON DEFAULT BY CITY. If City defaults in the performance of this Agreement or any of its representations and warranties contained herein or

otherwise fails to observe or perform any material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, Developer may take any action, including legal, equitable or administrative action which 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 its performance under this Agreement until it receives assurances from City, deemed adequate by Developer, that City will cure its default and continue its performance under this Agreement. Additionally, City will reimburse Developer all costs and expenses incurred by Developer, including, but not limited to salaries of personnel and reasonable attorney fees and expenses, incurred as a result of City's default(s) in the performance of this Agreement or any of City's representations and warranties contained herein.

SECTION 17. REMEDIES GENERALLY.

17.1 A non-defaulting party 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.

17.2 No remedy herein conferred upon or reserved to a party 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.

17.3 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.

17.4 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 which may be awarded.

SECTION 18. GENERAL TERMS AND CONDITIONS.

18.1 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:

With a copy to: Drake Law Firm, P.C.
D. Flint Drake
300 Main Street, Suite 323
Dubuque, IA 52001

If to City: City Manager
City Hall
50 W. 13th Street
Dubuque, IA 52001
Phone: (563) 589-4110
Fax: (563) 589-4149

With a 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 18.1.

18.2 Binding Effect; Assignment. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties.

18.3 Termination Date. Unless terminated sooner under the terms of this Agreement, this Agreement and the rights and obligations of the parties hereunder shall terminate on June 1, 2043 unless the Economic Development Grants are delayed due to the completion date of construction as provided in Section 10.2, in which case this Agreement will terminate June 1, 2044 (the "Termination Date"), unless otherwise extended as provided herein.

18.4 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.

18.5 Applicable Law; Severability. This Agreement shall be subject to, construed and enforced in accordance with the laws of the state of Iowa. If any provision of this Agreement is held invalid under applicable law, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and to this end, the provisions hereof are severable.

18.6 Interpretation; Headings. Words and phrases herein shall be interpreted and understood according to the context in which they are used. The headings of the articles, sections, paragraphs and subdivisions of this Agreement are for convenience of reference only, are not to be considered a part hereof and shall not limit or expand or otherwise affect any of the terms hereof.

18.7 Entire Agreement; Counterparts; Remedies Cumulative. This Agreement, including any Exhibits, all of which are incorporated by this reference, and the documents executed and delivered pursuant hereto, constitute the entire agreement between the parties, and may be amended only by a writing signed by each party. All agreements, instruments and documents referred to in this Agreement are by this reference made a part of this Agreement for all purposes. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument. The parties shall have, in addition to the rights and remedies provided by this Agreement, all those allowed by all applicable laws, all of which shall be in extension of and not in limitation of those provided hereunder.

18.8 Waivers. Prior to issuance of the Certificate of Completion, no waiver by either party of any breach of this Agreement, or of any warranty or representation hereunder, shall be deemed to be a waiver by the same party of any other breach of any kind or nature (whether preceding or succeeding the breach in question, and whether or not of the same or similar nature).

(1) No acceptance by a party of payment or performance after any such breach shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder, whether or not the party knows of the breach when it accepts such payment or performance.

(2) No failure by a party to exercise any right it may have under this Agreement or under law upon another party's default, and no delay in the exercise of that right, shall prevent it from exercising the right whenever the other party continues to be in default. No such failure or delay shall operate as a waiver of any default or as a modification of the provisions of this Agreement.

18.9 Construction Against Drafter. It is acknowledged that each of the parties have had substantial input individually, and by their attorneys, into the drafting of this agreement. It is therefore agreed that the Agreement shall not be construed for or against either of the parties based upon the identity of the drafter of the final Agreement.

18.10 Execution by Facsimile. The parties agree that this Agreement may be transmitted between them by facsimile machine or electronic transmission. The parties intend that the faxed or electronic transmission signatures constitute original signatures and that a faxed or electronically transmitted Agreement containing the signatures (original, faxed or electronically transmitted) of all the parties is binding on the parties.

18.11 Memorandum of Agreement. The parties acknowledge that this Agreement will not be recorded of record. However, the City shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit G in the office of the Recorder of Dubuque County, Iowa. Developer shall pay the costs for so recording.

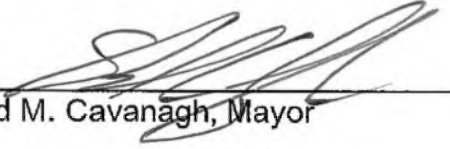
18.12 No Personal Liability. Notwithstanding anything herein, no member, shareholder, director, partner, manager, officer or employee of Developer shall have any personal liability under this Agreement, whether to City or otherwise, including, without limitation, as a result of a default or breach by Developer, or for any amount which becomes owing hereunder by Developer, or any obligation not performed by Developer.

18.13 Estoppel Certificates; Financing. City, at any time and from time to time, upon not less than ten (10) days' notice from Developer, shall execute, acknowledge and deliver to Developer (or any party upon Developer's request, including any lender or prospective lender of Developer), a statement in writing: (a) certifying that this Agreement is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect); and (b) acknowledging that there are not, to City's knowledge (as applicable), any uncured defaults on the part of Developer hereunder, or specifying such defaults if they are claimed. Any such statement may be relied upon by any existing or prospective lender, title insurer, purchaser, assignee, or other third party. City further agrees to provide such other reasonable assurances as may be necessary or required by a lender to facilitate the financing of any aspect of the Project, including the individual financing of only a portion of the Project or Property.

[Signatures appear on following page.]

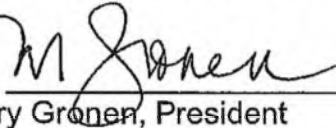
IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor and attested to by its City Clerk and Developer has caused this Agreement to be duly executed on or as of the first above written.

CITY OF DUBUQUE, IOWA

By: 

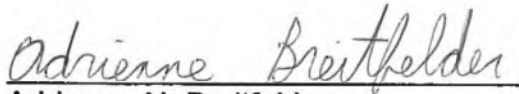
Brad M. Cavanagh, Mayor

GRONEN DEVELOPMENT, INC

By: 

Mary Gronen, President

Attest:



Adrienne N. Breitfelder

LIST OF EXHIBITS

EXHIBIT A	Urban Renewal Plan
EXHIBIT B-1	Site Plan
EXHIBIT B-2	The Property
EXHIBIT C	City Attorney Certificate
EXHIBIT D	City Certificate
EXHIBIT E	Opinion of Counsel to Developer
EXHIBIT F	Warranty Deed
EXHIBIT G	Memorandum of Development Agreement
EXHIBIT H	Site Access Agreement
EXHIBIT I	Minimum Assessment Agreement
EXHIBIT J	Loading Dock

**EXHIBIT A
URBAN RENEWAL PLAN**

(on file in City Clerk's office, 50 W. 13th Street, Dubuque, IA 52001)

EXHIBIT B-1
PROPOSED SITE PLAN

1ST FLOOR LAYOUT



EXHIBIT B-2
THE PROPERTY

EXHIBIT C
CITY ATTORNEY'S CERTIFICATE

Barry A. Lindahl, Esq.
Senior Counsel
Suite 330, Harbor View Place
300 Main Street
Dubuque, Iowa 52001-6944
(563) 583-4113 office
(563) 583-1040 fax
balesq@cityofdubuque.org



(DATE)

RE:

Dear _____:

I have acted as counsel for the City of Dubuque, Iowa, in connection with the execution and delivery of a certain Purchase Agreement and Development Agreement ("Agreement") between _____ (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 the Agreement and has full power and authority to execute, deliver and perform its obligations under the Agreement, and to the best of my knowledge, the representations of the City Manager in his letter dated the ____ day of _____, 20__, are correct.

Very sincerely,

Barry A. Lindahl, Esq.
Senior Counsel

BAL:tls

EXHIBIT D
CITY'S 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 Purchase Agreement and Development Agreement (Agreement) between _____ (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

On behalf of the City of Dubuque, I hereby represent and warrant to Developer that:

(1) There is no action, suit or proceeding pending, or to the best of City's knowledge, threatened against City which might result in any adverse change in the Property being conveyed or the possession, use or enjoyment thereof by Developer, including, but not limited to, any action in condemnation, eminent domain or public taking;

(2) No ordinance or hearing is pending or, to the best of City's knowledge, contemplated before any local governmental body which either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(3) All leases, contracts, licenses, and permits between City and third parties in connection with the maintenance, use, and operation of the Property have been provided to Developer and City has provided true and correct copies of all such documents to Developer;

(4) City has good and marketable fee simple title interest to the Property;

(5) There are no notices, orders, suits, judgments or other proceedings relating to fire, building, zoning, air pollution, health violations or other matters that have

not been corrected. City has notified Developer in writing of any past notices, orders, suits, judgments or other proceedings relating to fire, building, zoning, air pollution or health violations as they relate to the Property of which it has actual notice;

(6) The Property will as of the date of the Closing Date be free and clear of all liens, security interests, and encumbrances and payment has been made for all labor or materials that have been furnished to the Property or will be made prior to the Closing Date so that no lien for labor performed or materials furnished can be asserted against the Property;

(7) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of the Agreement, and that it has full power and authority to execute, deliver and perform its obligations under the Agreement. City's attorney shall issue a legal opinion to Developer at the time of each Closing confirming the representation contained herein, in form and substance attached hereto as Exhibit C;

(8) All City utilities necessary for the development and use of the Property adjoin the Property, and Developer shall have the right to tie into and use said utilities upon payment to City of the required connection and tap fees and all other applicable fees; provided, however, that the cost of any utility relocation shall be at the sole cost of Developer;

(9) The Property is free and clear of any occupants, and no party has a lease to or other occupancy or contract right in the Property which shall in anyway be binding upon the Property or Developer;

(10) City shall exercise its best efforts to cooperate with Developer in the development process;

(11) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion;

(12) With respect to the period during which City has owned or occupied the Property, and to the best of City's knowledge after reasonable investigation with respect to the time before City owned or occupied the Property, no person or entity has caused or permitted materials to be stored, deposited, treated, recycled, or disposed of on, under or at the Property other than as described in the environmental reports that City has provided to Developer, which materials, if known to be present, would require cleanup, removal or some other remedial action under Environmental Laws;

(13) There are no fees or other charges payable by Developer for the construction of any City utilities serving the Property other than the fees for connecting to and installing meters and tap fees with regard to such utilities and

all city utilities necessary for the development and use of the Property as a mixed-use facility adjoin the Property and Developer shall have the right to connect to said utilities, subject to City's connection fees;

(14) The Property is properly zoned for the various uses described in the Agreement.

(15) City makes no warranties or representations as to the condition of the Property other than those which are expressly stated in the Agreement;

(16) City has completed all required notice to or prior approval, consent or permission of any federal, state or municipal or local governmental agency, body, board or official to the sale of the Property; and consummation of the Closing by City shall be deemed a representation and warranty that it has obtained the same;

(17) City represents and agrees that, use of the Property as a mixed-use building as described in the Agreement is in full compliance with the Urban Renewal Plan;

(18) The Property has a permanent right of ingress and egress to a public roadway for the use and enjoyment of the Property from Main Street;

(19) The execution, delivery and performance of the Agreement and the consummation of the transactions contemplated by the Agreement do not and shall not result in any material breach of any terms or conditions of any mortgage, bond, indenture, agreement, contract, license, or other instrument or obligation to which City is a party or by which either the City or the Property being conveyed are bound, nor shall the execution, delivery and performance of the Agreement violate any statute, regulation, judgment, writ, injunction or decree of any court threatened or entered in a proceeding or action in which City may be bound or to which either City or the Property being conveyed may be subject; and

(20) The representations and warranties of the City contained in the Agreement shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date, and such representations and warranties shall survive the Closing.

Sincerely,

Michael C. Van Milligen
City Manager

MCVM:jh

EXHIBIT E
OPINION OF COUNSEL TO DEVELOPER

Mayor and City Councilmembers
City Hall
13th and Central Avenue
Dubuque IA 52001

Re: Purchase Agreement and Development Agreement Between the City of Dubuque,
Iowa and _____

Dear Mayor and City Councilmembers:

We have acted as counsel for _____ (Developer) in connection with the execution and delivery of a certain Purchase Agreement and Development Agreement (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 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, and subject to such qualifications and limitations as hereinafter provided, 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 Agreement. The Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. The execution, delivery and performance by Developer of the Agreement and the consummation of the transactions thereunder, will not result in violation of (i) any provision of, or in default under, the certificate of limited liability company or limited liability company agreement of Developer, or (ii) (A) to our knowledge, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, restriction or order, or (B) any statute, rule, or regulation, to which Developer is a party or by which Developer's property is bound or subject and which is set forth on Schedule A hereto.

3. We are not representing Developer in connection with any action, suit or proceeding pending or overtly threatened against Developer before any court, arbitrator or governmental agency that questions the validity of the Agreement. With regard to this opinion, we have checked the records of this firm to ascertain that we are not representing Developer with respect to the foregoing. We have made no further investigation.

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.

Very truly yours,

EXHIBIT F
SPECIAL WARRANTY DEED

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

Tax Statement to:

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: that the City of Dubuque, Iowa, a municipal corporation of the State of Iowa ("Grantor"), in consideration of the Grantee named below undertaking the obligations of the Developer under the Agreement (as hereinafter defined) described below and the sum of _____ and no/100 Dollars (\$_____) in hand paid, and other good and valuable consideration, and pursuant to the authority of Chapter 403, Code of Iowa, does hereby GRANT, SELL AND CONVEY unto _____ ("Grantee"), the following described parcel(s) situated in the County of Dubuque, State of Iowa, to wit (the "Property"):

This Deed is exempt from transfer tax pursuant to Iowa Code section 428A.2(6).

This Deed is given pursuant to the authority of Resolution No. _____ of the City Council of the City of Dubuque adopted the ____ day of _____, 20__, the terms and conditions thereof, if any, having been fulfilled.

This Deed is being delivered in fulfillment of Grantor's obligations under and is subject to all the terms, provisions, covenants, conditions and restrictions contained in that certain Purchase Agreement and Development Agreement executed by Grantor and Grantee herein, dated the ____ day of _____, 20__ (the "Agreement"), a memorandum of which was recorded on the ____ day of _____, 20__, in the records of the Recorder of Dubuque County, Iowa, Instrument Number _____ - _____.

None of the provisions of the Agreement shall be deemed merged in, affected or impaired by this Deed.

Grantor hereby covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever claiming by, through and under it.

Dated this ____ of _____, 20__ at Dubuque, Iowa.

CITY OF DUBUQUE IOWA

By: _____
Brad M. Cavanagh, Mayor

Attest:

By: _____
Adrienne N. Breitfelder, City Clerk

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 20__, before me a Notary Public in and for said County, personally appeared Brad M. Cavanagh and Adrienne N. Breitfelder to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Dubuque, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public in and for Dubuque County, Iowa

EXHIBIT G
MEMORANDUM OF 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 AGREEMENT

A Development Agreement (the "Agreement") by and among the City of Dubuque, Iowa, an Iowa municipal corporation, of Dubuque, Iowa, and _____, an Iowa limited liability company, was made regarding the following described premises:

The 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 Agreement is recorded for the purpose of constructive notice. In the event of any conflict between the provisions of this Memorandum and the Agreement itself, executed by the parties, the terms and provisions of the Agreement shall prevail. A complete counterpart of the 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, Esq., Senior Counsel

STATE OF IOWA

DUBUQUE COUNTY : ss:

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Barry A. Lindahl, to me personally known, who being by me duly sworn did say that he is Senior Counsel of the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to said instrument is the seal of said Municipal Corporation and that said instrument was signed and sealed on behalf of said Municipal corporation by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public, State of Iowa

EXHIBIT H
SITE ACCESS AGREEMENT

**SITE ACCESS AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
GRONEN DEVELOPMENT, INC.**

This Agreement (the "Agreement") is made and entered into this ____ day of _____, 2023, by and between the City of Dubuque, Iowa, an Iowa municipal corporation ("City"), and Gronen Development, Inc. , an Iowa limited liability company ("Developer").

WHEREAS, City is the owner of the real estate shown on Exhibit B-1 (the "Site"), attached hereto, which is being considered as a Development Project by City and Developer; and

WHEREAS, Developer desires access to the Site prior or as part of a Development Agreement for purposes of surveying, environmental studies, soils reports, engineering studies and other site analysis; and

WHEREAS, the City desires to allow Developer access to the Site for such purposes prior to the closing, subject to the conditions set forth herein.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

SECTION 1. ACCESS TO SITE. Subject to the conditions herein, the City hereby grants to Developer and its consultant(s) full and continuing access to the Site and all parts thereof, upon reasonable notice to City, and at Developer's sole expense, for surveying, environmental studies, soils reports, engineering studies and other site analysis. Prior to access to the Site, Developer shall obtain approval from the City of the following (which such approval shall not be unreasonably withheld, conditioned or delayed): consultant(s), scope of work to be conducted on the Site, and schedule for the work to be done on the Site.

SECTION 2. RESTORATION OF SITE. Developer agrees to timely pay and discharge all claims of any kind by its consultants, contractors, subcontractors and suppliers with respect to any work performed at the Site, including but not limited to claims for labor or material furnished in connection therewith, and to defend, indemnify and hold harmless City from and against any and all such claims. In the event that Development Agreement is not approved by City and Developer by _____, 20__, or, if the Development Agreement is approved but the Site acquisition set forth in the Development Agreement does not close for any reason by _____, 20__, Developer shall, at Developer's sole expense by not later than _____, 20__, restore the Site to substantially the same condition as existed on the date of this Agreement, and upon such restoration to City's reasonable satisfaction, this Agreement shall then terminate.

SECTION 3. CONDITION OF THE SITE. City makes no warranty or representation as to the condition of the Site unless expressly stated in the Development Agreement. Developer acknowledges that any work performed by Developer and/or its consultant(s) at the Site is at their sole risk. Developer shall insure that all work at the Site is done in accordance with all applicable laws and permits (if required) and in a good worker-like manner. Developer and its consultants shall daily leave the Site in a condition no less safe than before the work was conducted. Developer and its consultant(s) are solely responsible for obtaining any and all permits required for the work to be conducted at the Site. No hazardous chemicals and wastes may be stored or disposed of on the Site in violation of any laws, and all such materials must be used only as allowed by law. Developer shall be responsible for identifying any and all utilities serving the Site prior to conducting invasive work on the Site.

SECTION 4. SHARING OF INFORMATION. Developer shall provide City with copies of any and all reports and documents resulting from the work conducted at the Site upon the request of the City. Developer and/or its consultant(s) shall notify the City immediately upon discovery of any hazardous or unsafe condition at the Site.

SECTION 5. INDEMNIFICATION. Developer shall defend, indemnify and hold harmless City, its officers, agents and employees (the "City Indemnified Parties") from and against any claim and cost of any kind, including without limitation, reasonable attorneys' fees and consulting fees, arising out any work at the Site by or on behalf of Developer and its consultants. This obligation shall survive the termination of this Agreement. Notwithstanding the foregoing, Developer shall not be obligated to indemnify or to hold harmless City Indemnified Parties from any damages, claims or liabilities caused by (a) the negligence or willful misconduct of the City Indemnified Parties or their respective agents, employees, contractors, officers, consultants or other representatives, and/or (b) the discovery of or existence of any pre-existing condition at the Site (including, without limitation, any pre-existing environmental contamination).

SECTION 6. INSURANCE. Developer shall provide insurance as set forth in the attached Insurance Schedule.

CITY OF DUBUQUE, IOWA

By _____
Michael Van Milligen
City Manager

INSURANCE SCHEDULE A

INSURANCE SCHEDULE A

1. Lessee shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the lease, license, or permit commencement. All lessees of City property and right of way licensees or permittees shall submit an updated certificate annually. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Lease Agreement dated _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. The lessee, licensee, or permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of the lease, license, or permit.
6. All required endorsements shall be attached to 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 Chief Financial Officer. The lessee, licensee, or permittee must identify and list in writing all deviations and exclusions from the ISO form.
8. If lessees, licensees, or permittee limits of liability are higher than the required minimum limits then the lessee's, licensee's, or permittee's limits shall be this agreement's required limits.
9. Lessee, licensee, or permittee shall require all subcontractors and subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Lessee, licensee, or permittee agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the lessee, licensee, or permittee.
10. Lessee, license & permittees shall be responsible for deductibles and self-insured retention and for payment of all policy premiums and other costs associated with the insurance policies required below.
11. All certificates of insurance must include the agent's 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 risk or other special circumstances during the term of the agreement, subject to the written mutual agreement attached hereto.

INSURANCE SCHEDULE A (Continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with the ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others Endorsement.
- 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 lessee, licensee, or permittee is not required to purchase Workers' Compensation Insurance, the lessee, licensee, or permittee shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability

Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

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 the abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution products and completed operations coverage shall also be covered.

Each occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2010. (Ongoing operations) or its equivalent and CG2037(completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.

D) PROPERTY INSURANCE REQUIRED BY LEASE, LICENSE, OR PERMIT

☐ Yes ☒ No

Amount \$ _____

Include the City of Dubuque as Lender Loss Payable.

E) RIGHT-OF-WAY WORK ONLY:

UMBRELLA/EXCESS \$1,000,000

☒ 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.

F) FLOOD INSURANCE

☐ Yes ☒ No

If Required Coverage \$ _____

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

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it 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 I
MINIMUM ASSESSMENT 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

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT (“Minimum Assessment Agreement” or “Assessment Agreement”) is dated as of _____ 20____, by and between the City of Dubuque, Iowa (the “City”), an Iowa municipal corporation, acting under the authorization of Chapter 403 of the Code of Iowa, 2023, as amended, and _____, a(n) _____, having an office for the transaction of business at _____ (“Developer”).

RECITALS

WHEREAS, the City and Developer have entered into a Development Agreement dated as of _____, 2025 (“Agreement” or “Development Agreement”) regarding certain real property to be located in the City, which is legally described as follows:

BLK 17 DUBUQUE DOWNTOWN PLAZA

(the “Development Property”);

WHEREAS, the defined terms in the Development Agreement will also apply to this Minimum Assessment Agreement; and

WHEREAS, it is contemplated that Minimum Improvements (as described in the Development Agreement) would be constructed on the Development Property, as provided in the Development Agreement; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, as amended, the City and Developer desire to establish a Minimum Actual Value for the Development Property following completion of the Minimum Improvements pursuant to the Development Agreement; and

WHEREAS, the City and the Dubuque County Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements that are contemplated to be constructed.

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the Minimum Improvements, but in no event later than January 1, 20____, the Minimum Actual Value fixed for assessment purposes for the Minimum Improvements and the Development Property (building and land value) in the aggregate shall be not less than Twenty-One Million Five Hundred Thousand Dollars (\$21,500,000), before rollback. Until the completion of the construction of the Minimum Improvements the assessment shall remain at the value as of the date of this agreement.

The Minimum Actual Value shall terminate and be of no further force or effect as of the Termination Date of this Agreement ("Assessment Termination Date"). Upon the Assessment Termination Date, this Minimum Assessment Agreement shall no longer control the assessment of the Development Property.

2. 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 Development Property and the Minimum Improvements pursuant to the provisions of this Minimum Assessment Agreement and the Development Agreement. Such tax payments shall be made without regard to any failure to complete the Minimum Improvements; loss, complete or partial, to the Development Property; any interruption in, or discontinuance of, the use, occupancy, ownership or operation of the Minimum Improvements by Developer; or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Development Property or the Minimum Improvements.

3. Developer agrees that its obligations to make the tax payments required hereby, to pay the other sums provided for herein, and to perform and observe its other agreements contained in this Minimum Assessment Agreement shall be absolute and unconditional obligations of Developer (not limited to the statutory remedies for unpaid taxes) and that Developer shall not be entitled to any diminution thereof, or set off therefrom, nor to any early termination of this Minimum Assessment Agreement for any reason.

4. Developer agrees that, prior to the termination of this Assessment Agreement, it will not:

(a) seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of the Development Property determined by any tax official to be applicable to the Development Property, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

(b) seek any tax deferral or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local, City, or State law or regulation, of the taxation of the Development Property; or

(c) request the Assessor to reduce the Minimum Actual Value for the Development Property; or

(d) appeal to the board of review of the County, State, District Court, or to the Director of Revenue of the State to reduce the Minimum Actual Value for the Development Property; or

(e) cause a reduction in the actual value or the Minimum Actual Value for the Development Property through any other proceedings.

5. This Minimum Assessment Agreement shall be promptly recorded by the City with the Recorder of Dubuque County, Iowa. Such filing shall constitute notice to any subsequent encumbrancer of the Development Property (or part thereof), whether voluntary or involuntary, and this Minimum Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent encumbrancer, including the holder of any mortgage. The City shall pay all costs of recording.

6. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement.

7. This Minimum Assessment Agreement shall not be assignable without the written consent of the City and shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

8. Nothing herein shall be deemed to waive the rights of Developer under Iowa Code Section 403.6(19) to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall Developer seek to reduce the actual value to an amount below the Minimum Actual Values established herein during the term of this Agreement. This Minimum Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

9. If any term, condition or provision of this Minimum Assessment Agreement is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder hereof, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein.

10. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate pursuant to the Assessment Termination Date set forth in Section 1 above.

[Remainder of this page intentionally left blank; signature pages follow]

By: _____
Brad M. Cavanagh, Mayor

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By: _____
Its: _____

By: _____

On this ____ day of _____, 20__, before me a Notary Public in and for said County, personally appeared _____ and _____, known to me to be the person(s) whose name(s) is/are executed the same for the purposes therein contained.

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CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the Minimum Improvements on the Development Property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to the Minimum Improvements and the Development Property (land and building value) in the aggregate upon substantial completion of construction of the Minimum Improvements, but in no event later than January 1, 20____, shall be not less than Twenty-Two Million Five Hundred Thirty-Four Thousand Dollars (\$22,534,000), before rollback

Assessor for _____ County, Iowa

Date _____

STATE OF IOWA)
) SS
COUNTY OF)

Subscribed and sworn to before me by _____, Assessor for the County
of _____, Iowa on this _____ day of _____, 20____.

Notary Public for the State of Iowa

Consistent with Iowa Code §403.6(19)(b), filed with this assessor certification is a copy of subsection 19 as follows:

19. a. A municipality, upon entering into a development or redevelopment agreement pursuant to section 403.8, subsection 1, or as otherwise permitted in this chapter, may enter into a written assessment agreement with the developer of taxable property in the urban renewal area which establishes a minimum actual value of the land and completed improvements to be made on the land until a specified termination date which shall not be later than the date after which the tax increment will no longer be remitted to the municipality pursuant to section 403.19, subsection 2. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

The undersigned assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than \$

b. This assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

EXHIBIT J
LOADING DOCK

Dura-Ramp Rail

Specially designed loading dock for the loading and unloading of Rail Cars

Model Number	Platform Length	Platform Width	Ramp Length	Ramp Width	Capacity	Service Height	Price
DR-Rail12	12.5 Feet	12.5 Feet	25 Feet	79 inches	20,000lbs	42-56 inches	\$27,164
DR-Rail15	15 Feet	15 Feet	25 Feet	95 inches	30,000lbs	42-56 inches	\$33,764





Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

August 21, 2025

Iowa Economic Development & Finance Authority
1963 Bell Avenue, Suite 200
Des Moines, IA 50315

RE: IEDA Redevelopment Tax Credit – Program Eligibility of 801 Jackson Street as Grayfield Site

The Farley & Loetscher Manufacturing (“Wilmac”) building in Dubuque, IA meets the criteria of a Grayfield Site as defined in Iowa Code Section 15.291 and Administrative Code 261.65.2.

Per code definition, “Grayfield site” means an abandoned public building or an industrial or commercial property that meets the following requirements:

Requirement: The property has been developed and has infrastructure in place but the property’s current use is outdated or prevents a better or more efficient use of the property. Such property includes vacant, blighted, obsolete, or otherwise underutilized property.

The Wilmac building overwhelmingly meets every one of the above criteria. In its current state, the building is best served as storage space which is an incredible shame to its legacy and potential. While the building contains some office space buildouts, the demand for this form office space in its obsolete and sparse condition is simply nonexistent.

Requirement: The property’s improvements and infrastructure are at least twenty-five years old and one or more of the following conditions exists: (1) Thirty percent or more of a building located on the property that is available for occupancy has been vacant or unoccupied for a period of twelve months or more. (2) The assessed value of the improvements on the property has decreased by twenty-five percent or more. (3) The property is currently being used as a parking lot. (4) The improvements on the property no longer exist.

The extent of property “improvements” from its millworking days is made up of makeshift office spaces which comprise a very small percentage of the buildings’ square footage.

The buildings have been vacated for 12 months, and any (theoretical) immediate occupancy would realistically be a tenant seeking warehouse storage space, which would not be efficient or practical given the non-operating and out of date loading docks. The office space buildouts are obsolete, meaning the current leasehold “improvements” would first need to be demolished before the space is retrofitted with new construction in the unlikely event such a space was desired.

The Wilmac building came to life as one of the largest millworking manufacturing plants in the area. More recently, the building evolved into a hodgepodge of storage, bakery, and law office space that currently sits abandoned in the center of bustling activity and constant historic rehabilitation and modern transformation. The Wilmac building’s iconic ivy-covered brick walls serve as a hotspot for photographers to memorialize a wide range of life events for their clients from high school prom pictures to wedding day snapshots. The building deserves so much more than to exist as a backdrop for photoshoots.

The redevelopment of this property would significantly address Dubuque’s need for housing and continue the expansion of the symbolic Millwork District. Housing permits within the City of Dubuque have increased significantly between 2019-2021, yet new construction only makes up 0.76% of the existing of the total housing in Dubuque. An exceptional housing demand is marked by statistics regarding the days on market (DOM); from 2019-2021 there was an average DOM of 30 days which is significantly less than the state average at the same time.

The Wilmac building is an iconic structure within Dubuque’s revitalized Millwork District. If not renovated fully and properly, the building will continue to decline. The sizeable scope of work, unknown potential contaminants, and gaps in financing have been far too great for most developers to undertake. Given Conlon Construction’s skills and experience combined with the development abilities of Farley & Loetscher LLC’s management, the team has the expertise necessary to ensure a successful project outcome and has our full support.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jill Connors", with a stylized flourish at the end.

Jill Connors, Economic Development Director

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA,
AND
FARLEY & LOETSCHER, LLC**

THIS DEVELOPMENT AGREEMENT (the Agreement) dated for reference purposes the 5 day of September, 2023 is made and entered into by and between the City of Dubuque, Iowa (City) and Farley & Loetscher, LLC (Developer).

WHEREAS, Developer is the owner of the following described real estate (the Property):

CITY LOTS 349A, 349, 350, 351, 352, 353, 374, 375, 376, 377, & 378

locally known as 801 Jackson 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 179-23 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 located on the Property and will be operating the same during the term of this Agreement; and

WHEREAS, Developer will make a capital investment in building improvements, equipment, furniture and fixtures in the Property (the Project); and

WHEREAS, the Property is historically significant, and it is in the City's best interest to preserve the Property; 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 June 5, 2023, 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 time of closing confirming the representation 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 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.

(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 June 5, 2023, 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, in on file records in the office of the City Clerk and has been recorded among the land records of the Dubuque County Recorder.

1.2 Representations and Warranties of Developer. The Developer makes the following representations and warranties:

(1) Developer is an Iowa limited liability company 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 the Agreement.

(2) This Agreement has been duly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the 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 an opinion to the City, at 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. This Property is located in an Urban

Revitalization District, and Developer intends to apply for property tax abatement incentives.

(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 Closing Date.

1.3 Closing. The closing shall take place on the Closing Date which shall be the 1st day of September, 2023, or such other date as the parties shall agree in writing but in no event shall the Closing Date be later than the 30th day of September, 2023. 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 of 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, in a form satisfactory to City (such as a letter of commitment from a bank or other lending institution), that Developer has firm financial commitments in an amount sufficient, together with equity commitments, to complete the Minimum Improvements (as defined herein) in conformance with the Construction Plans (as defined herein), or City shall have received such other evidence of Developer's financial ability as the reasonable judgment of the City requires.

(5) Developer's counsel shall issue an opinion to the City confirming the

representations contained herein in the form attached hereto as Exhibit B.

(6) Developer shall have received a Federal Historic 20% Rehabilitation Tax Credit Award in form and amounts reasonably satisfactory to Developer. Developer shall apply for Tax Credits in 2023. If the 2023 application is not awarded, Developer may elect to reapply in 2024.

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 not less than Twenty-Five Million Dollars (\$25,000,000.00) to acquire and improve the Property (the Minimum Improvements). The Minimum Improvements shall consist of the creation of One Hundred Twenty-Six (126) apartments.

2.2 The Minimum Improvements shall conform to the U.S. Secretary of the Interior's Standards for Rehabilitation. However, if the Project is not awarded Historic Tax Credits by December 30, 2023, the U.S. Secretary of the Interior's Standards for Rehabilitation will be interpreted by City, in its sole discretion, to apply only to the Exterior Improvements.

2.3 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.

2.4 Timing of Improvements. Developer hereby agrees that construction of the Minimum Improvements on the Property shall be commenced by January 1, 2024 and shall be substantially completed by December 31, 2025. The time frames for the performance of these obligations shall be suspended due to unavoidable delays meaning delays, outside the control of the party claiming its occurrence in good faith, which are the direct result of strikes, other labor troubles, unusual shortages of materials or labor, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion directly results in delays, or acts of any federal, state or local government which directly result in extraordinary delays. The time for performance of such obligations shall be extended only for the period of such delay.

2.5 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 in the form attached as Exhibit F. Such certification (the Certificate of Completion) shall be in recordable form and shall be a conclusive determination of the satisfaction and termination of the agreements and covenants in this Agreement.

SECTION 3. CITY PARTICIPATION

3.1 Economic Development Grants to Developer. For and in consideration of Developer's obligations hereunder, and in furtherance of the goals and objectives of the urban renewal plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make thirty (30) consecutive semi-annual payments (such payments being referred to collectively as the Economic Development Grants) to Developer:

November 1, 2027	May 1, 2028
November 1, 2028	May 1, 2029
November 1, 2029	May 1, 2030
November 1, 2030	May 1, 2031
November 1, 2031	May 1, 2032
November 1, 2032	May 1, 2033
November 1, 2033	May 1, 2034
November 1, 2034	May 1, 2035
November 1, 2035	May 1, 2036
November 1, 2036	May 1, 2037
November 1, 2037	May 1, 2038
November 1, 2038	May 1, 2039
November 1, 2039	May 1, 2040
November 1, 2040	May 1, 2041
November 1, 2041	May 1, 2042

pursuant to Iowa Code Section 403.9 of the Urban Renewal Law, in amounts equal to a portion of the tax increment revenues collected by City under Iowa Code Section 403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six-month period in respect of the Minimum Improvements constructed by Developer (the Developer Tax Increments). For purposes of calculating the amount of the Economic Development Grants provided in this Section, the Developer Tax Increments shall be only those tax increment revenues collected by City in respect

of the increase in the assessed value of the Property above the assessed value on January 1, 2023 (\$1,819,100). 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, 2022 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 Downtown Housing Incentive Grant.

(1) City agrees to provide to Developer, on the terms and conditions set forth herein, a grant in the amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00).

(2) The grant shall be paid in Ten Thousand Dollar (\$10,000.00) payments for each apartment that receives a Certificate of Occupancy up to a maximum of Seventy-Five (75) apartments.

3.3. Planning and Design Grant. City agrees to provide a matching (1:1) grant not to exceed Ten Thousand Dollars (\$10,000) to reimburse Developer for documented predevelopment costs, architectural and engineering fees and other authorized soft costs associated with the rehabilitation of the Property on the terms and conditions set forth in Exhibit G.

3.4. Façade Grant. City agrees to provide a matching (1:1) grant not to exceed Ten Thousand Dollars (\$10,000) for documented costs that improve the overall appearance of the Development Property, provided the Project as completed meets the criteria on the terms and conditions set forth in Exhibit H.

3.5. Financial Consultant Grant. City agrees to provide a matching (1:1) grant not to exceed Fifteen Thousand Dollars (\$15,000) to reimburse Developer for documented costs related to hiring a financial consultant to evaluate the Project's feasibility on the terms and conditions set forth in Exhibit I.

3.6. Payment of the Grants. The grants shall be payable as follows:

(1) Any and all portions of a grant shall be funded solely and only from available Downtown Incentive Program funds;

(2) Prior to the release of any grant funds, (i) Developer shall have submitted documentation of its eligible expenses under the corresponding grant program, and (ii) City shall have issued a Certificate of Completion; and

(3) The grant funds shall be disbursed directly to Developer.

3.7. Written requests for payment of grant funds must be submitted to the Economic Development Department together with all required documentation.

SECTION 4. COVENANTS OF DEVELOPER

4.1 Subject to Section 2.2, the Minimum Improvements shall conform to the U.S. Secretary of the Interior's Standards for Rehabilitation.

4.2 Operation of Development Property; Housing Vouchers. For and in consideration of the grant offered under this Agreement, during the operation of the 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. This Section 4.2 shall survive the termination of this Agreement.

4.3 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.

4.4 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.

4.5 No Other Exemptions. During the term of this Agreement, Developer agrees that Developer shall not, without City's consent which shall not be unreasonably withheld, apply for any state or local property tax exemptions which are available with respect to the Development 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.

4.6 Insurance Requirements.

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and at its sole cost and expense builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the building (including Minimum Improvements) replacement value when construction is completed, naming City

as loss payee. Coverage shall include the "special perils" form and developer shall furnish City with proof of insurance in the form of a certificate of insurance.

(2) Upon completion of construction of the Minimum Improvements and up to the Termination Date, Developer shall maintain, or cause to be maintained, at its cost and expense property insurance against loss and/or damage to the building (including the Minimum Improvements) under an insurance policy written with the "special perils" form and in an amount not less than the full insurable replacement value of the building (including the Minimum Improvements), naming City as loss payee. Developer shall furnish to City proof of insurance in the form of a certificate of insurance.

(3) The term "replacement value" shall mean the actual replacement cost of the building with Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be reasonably determined from time to time at the request of City, but not more frequently than once every three (3) years.

(4) Developer shall notify City immediately in the case of damage exceeding \$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.

4.7 Release and Indemnification Covenants.

(1) Developer releases City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Section, the Indemnified Parties) from and covenants and agrees that the Indemnified Parties shall not be liable for, and agrees to indemnify, defend and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements.

(2) Except for any gross negligence, willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further

agrees to hold the Indemnified Parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from (1) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against City based on an alleged breach of any representation, warranty or covenant of City under this Agreement and/or to enforce its rights under this Agreement); or (2) the acquisition, construction, installation, ownership, and operation of the Minimum Improvements or (3) the condition of the Property and any hazardous substance or environmental contamination located in or on the Property, caused and occurring after Developer takes possession of the Property.

(3) The Indemnified Parties shall not be liable to Developer for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be on, in or about the Minimum Improvements due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants or employees.

(4) All covenants, stipulations, promises, agreements and obligations of City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City, and not of any governing body member, officer, agent, servant or employee of City in their individual capacity thereof.

(5) The provisions of this Section shall survive the termination of this Agreement.

4.8 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.

4.9 Non-Discrimination. In carrying out the project, Developer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age or disability.

4.10 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.

4.11 Non-Transferability. During the Term of this Agreement, this Agreement may not be assigned by Developer nor may any portion of the Property be sold or otherwise transferred by Developer without the prior written consent of City in City's sole discretion. City has no obligation to consent to any assignment or sale, however City's consent shall not be unreasonably withheld

4.12 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 residential property and to be taxed as such under Iowa law.

4.13 Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof that they, and their respective successors and assigns, shall:

(1) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan (and City represents and agrees that use of the Property as a residential housing condominium association, 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.

4.14 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 5. EVENTS OF DEFAULT AND REMEDIES.

5.1 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.

5.2. 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 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) Developer shall repay to City the amount of all grants paid to Developer and shall reimburse City for any costs incurred by City in making such grants, 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.

5.3 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.

5.4 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.

5.5 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.

5.6 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 its performance under this Agreement until it receives assurances from City, deemed adequate by Developer, that City will cure its default and continue its performance under this Agreement.

SECTION 6. GENERAL TERMS AND PROVISIONS.

6.1 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: Farley & Loetscher, LLC
Matt Mulligan, Member
1167 Hunters Ridge
Dubuque IA 52003
Phone: (563) 583-1724

With copy to: Simmons Perrine Moyer Bergman PLC
Matt Hektoen
115 3rd Street SE, Suite 1200
Cedar Rapids, Iowa 52401-1266

Phone: (319) 896-4030

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.

6.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of City and Developer and their respective successors and assigns.

6.3 Termination Date. This Agreement shall terminate and be of no further force or effect upon issuance of the Certificate of Completion, unless the Agreement is terminated earlier by the other terms of this Agreement (the Termination Date).

6.4. Execution by Facsimile. The parties agree that this Agreement may be transmitted between them by facsimile machine or electronic transmission. The parties intend that the faxed or electronic transmission signatures constitute original signatures and that a faxed or electronically transmitted Agreement containing the signatures (original, faxed or electronically transmitted) of all the parties is binding on the parties.

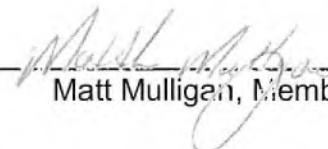
6.5 Memorandum of Development Agreement. City shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit D in the office of the Recorder of Dubuque County, Iowa. Developer shall pay the costs for so recording.

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor and attested to by its City Clerk and Developer has caused this Agreement to be duly executed on or as of the first above written.

CITY OF DUBUQUE, IOWA

By 
Brad M. Cavanagh, Mayor

FARLEY & LOETSCHER, LLC

By 
Matt Mulligan, Member

Attest:

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

Adrienne N. Breitfelder, City Clerk

Trish L. Gleason, Assistant City Clerk

LIST OF EXHIBITS

EXHIBIT A	City Attorney Certificate
EXHIBIT B	Opinion of Developer Counsel
EXHIBIT C	City Certificate
EXHIBIT D	Memorandum of Development Agreement
EXHIBIT E	Urban Renewal Plan
EXHIBIT F	Certificate of Completion
EXHIBIT G	Planning and Design Grant Program
EXHIBIT H	Façade Grant Program
EXHIBIT I	Financial Consultant Grant Program

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
Office Hours: 8:00 AM – 5:00 PM, T-W-Th
8:00 AM – 12:00 PM, F



(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 Farley & Loetscher, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 20__.

The City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and has full power and authority to execute, deliver and perform its obligations under this Agreement, and to the best of my knowledge, the representations of the City Manager in his letter dated the ____ day of _____, 20__, are correct.

Very sincerely,

Barry A. Lindahl, Esq.
Senior Counsel

BAL:tls

EXHIBIT 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
Farley & Loetscher, LLC

Dear Mayor and City Councilmembers:

We have acted as counsel for Farley & Loetscher, LLC, (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 statements set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, to our knowledge as of the date of this letter:

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 Development Agreement. The Development Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. The execution, delivery and performance by Developer of the Development Agreement and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the articles of incorporation and bylaws of Developer, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which Developer is a party or by which Developer's property is bound or subject.

3. There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform Developer's obligations thereunder.

Very truly yours,

EXHIBIT 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 Farley & Loetscher, 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 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 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:jh

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 Farley & Loetscher, LLC was made regarding the following described premises:

CITY LOTS 349A, 349, 350, 351, 352, 353, 374, 375, 376, 377, & 378

locally known as 801 Jackson Street (the Development Property).

The Development Agreement is dated for reference purposes the ____ day of _____, 2023, and contains covenants, conditions, and restrictions concerning the sale and use of the Development Property.

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 _____, 2023.

CITY OF DUBUQUE, IOWA

By: _____
Barry A. Lindahl, Esq., Senior Counsel

STATE OF IOWA

: ss:

DUBUQUE COUNTY

On this ____ day of _____, 2023, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Barry A. Lindahl, to me personally known, who being by me duly sworn did say that he is Senior Counsel of the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa and that said instrument was signed on behalf of said Municipal corporation by authority and resolution of its City Council and said Senior Counsel acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public, State of Iowa

**EXHIBIT E
URBAN RENEWAL PLAN**

On file at the Office of the City Clerk, City Hall, 50 West 13th Street, Dubuque, Iowa

EXHIBIT F
CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa, a municipal corporation (the "Grantor"), has granted incentives to Farley & Loetscher, LLC (the "Grantee"), in accordance with a Development Agreement dated as of [Date] (the "Agreement"), certain real property located within the Greater Downtown Urban Renewal District of the Grantor and as more particularly described as follows:

CITY LOTS 349A, 349, 350, 351, 352, 353, 374, 375, 376, 377, & 378

locally known as 801 Jackson Street, (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 2.5 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 _____, 2020, 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 G
PLANNING AND DESIGN GRANT PROGRAM

PLANNING & DESIGN GRANT INFORMATION

This program provides grants in the Greater Downtown Urban Renewal District for hiring architects, engineers or other professional services used prior to construction.

Amount of Grant: 1:1 matching grant not to exceed ten thousand dollars (\$10,000) be awarded by the City to qualifying projects to offset the actual pre-development costs. (Example: \$8,500 in eligible project costs would receive \$4,250 grant matched by \$4,250 in private contribution; \$20,000 or greater eligible project costs would receive the maximum \$10,000 grant.)

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 grant shall not exceed ten percent (10%) of total project costs.
- Grants will be disbursed upon completion of the project at a rate of \$0.50 for each \$1.00 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
FAÇADE GRANT PROGRAM

FAÇADE GRANT INFORMATION

This program provides grants in the Greater Downtown Urban Renewal District for front or rear façade renovation to restore the façade to its historic appearance or improve the overall appearance.

Amount of Grant: 1:1 matching grant not to exceed ten thousand dollars (\$10,000) shall be awarded by the City to qualifying projects based on total eligible project costs. (Example: \$8,500 in eligible project costs would receive a \$4,250 grant matched by \$4,250 in private contribution; \$20,000 or greater eligible project costs would receive the maximum \$10,000 grant.)

Grant 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 enhance 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.
- Grants will be disbursed upon completion of work at a rate of \$.50 for each \$1.00 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 I
FINANCIAL CONSULTANT GRANT PROGRAM

FINANCIAL CONSULTANT GRANT INFORMATION

This program provides grants in the Greater Downtown Urban Renewal District for hiring a financial consultant to analyze the feasibility of projects.

Amount of Grant: 1:1 matching grant not to exceed fifteen thousand dollars (\$15,000) shall be awarded to qualifying projects based on total eligible project costs. (Example: \$8,500 in eligible project costs would receive a \$4,250 grant matched by \$4,250 in private contribution; \$30,000 or greater eligible costs would receive the maximum \$15,000 grant.)

Grant Specific Conditions:

- Reimbursement is for fees associated with hiring a professional financial consultant.
- Reimbursable expenditures must be documented.
- This grant shall not exceed ten percent (10%) of total project costs.
- The rehabilitation project must be completed for the Financial Consultant Grant to be funded.
- Grants will be disbursed upon completion of work at a rate of \$.50 for each \$1.00 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.



Doc ID: 011170120002 Type: GEN
Kind: AGREEMENT
Recorded: 12/01/2023 at 04:27:27 PM
Fee Amt: \$12.00 Page 1 of 2
Dubuque County Iowa
Karol Kennedy Recorder

File **2023-00011380**

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

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CITY LOTS 349A, 349, 350, 351, 352, 353, 374, 375, 376, 377, & 378

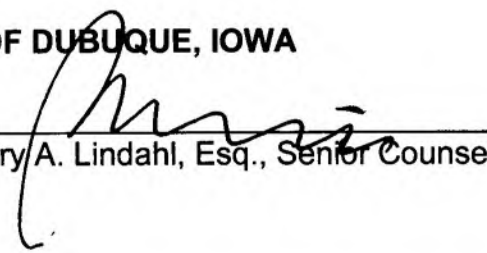
locally known as 801 Jackson Street (the Development Property).

The Development Agreement is dated for reference purposes the 5th day of September, 2023, and contains covenants, conditions, and restrictions concerning the sale and use of the Development Property.

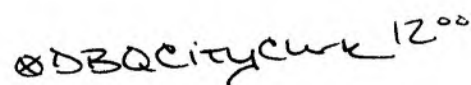
This Memorandum of Development Agreement is recorded for the purpose of constructive notice. In the event of any conflict between the provisions of this Memorandum and the Development Agreement itself, executed by the parties, the terms and provisions of the Development Agreement shall prevail. A complete 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 14th day of Sept., 2023.

CITY OF DUBUQUE, IOWA

By: 

Barry A. Lindahl, Esq., Senior Counsel

 1200

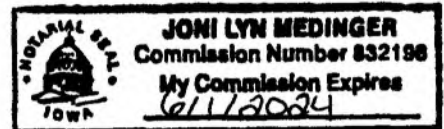
STATE OF IOWA

: ss:

DUBUQUE COUNTY

On this 14th day of September, 2023, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Barry A. Lindahl, to me personally known, who being by me duly sworn did say that he is Senior Counsel of the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa and that said instrument was signed on behalf of said Municipal corporation by authority and resolution of its City Council and said Senior Counsel acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.


Notary Public, State of Iowa





Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

August 26, 2025

Iowa Economic Development & Finance Authority
1963 Bell Avenue, Suite 200
Des Moines, IA 50315

RE: IEDA Redevelopment Tax Credit – Program Eligibility of the Iowa Street Lofts (1236-48 Iowa Street) Project as Grayfield Site

The Iowa Street Lofts project in Dubuque, IA meets the criteria of a Grayfield Site as defined in Iowa Code Section 15.291 and Administrative Code 261.65.2, and the City of Dubuque supports this project and application.

Per code definition, “Grayfield site” means an abandoned, idled, or underutilized industrial or commercial facility where expansion or redevelopment is complicated by real or perceived environmental contamination.

Per code definition, “Grayfield site” means an abandoned public building or an industrial or commercial property that meets all of the following requirements:

- a. The property has been developed and has infrastructure in place but the property’s current use is outdated or prevents a better or more efficient use of the property. Such property includes vacant, blighted, obsolete, or otherwise underutilized property.
- b. The property’s improvements and infrastructure are at least twenty-five years old and one or more of the following conditions exists:
 - (1) Thirty percent or more of a building located on the property that is available for occupancy has been vacant or unoccupied for a period of twelve months or more.
 - (2) The assessed value of the improvements on the property has decreased by twenty-five percent or more.
 - (3) The property is currently being used as a parking lot.
 - (4) The improvements on the property no longer exist.

The Iowa Street Lofts infrastructure is outdated and prevents a better, more efficient use of the property. The building is blighted and underutilized with property improvements and infrastructure at least 25 years old. Over 30% of building has been vacant for over 12 months.

There are numerous areas of floor covering, adhesives and paint coatings with perceived environmental contamination.

The redevelopment of this property would create an impact on Dubuque's need for housing and restore a building in the heart of the city and centrally located within the Farmer's Market area and adjacent to City Hall.

Housing permits within the City of Dubuque have increased significantly between 2019-2021, yet new construction only makes up 0.76% of the existing of the total housing in Dubuque. An exceptional housing demand is marked by statistics regarding the days on market (DOM); from 2019-2021 there was an average DOM of 30 days which is significantly less than the state average at the same time. Cost overburdened renters and relatively low unemployment despite the Covid-19 pandemic, show a sustained need for workforce housing in the City of Dubuque.

The Iowa Street Lofts is a significant building within downtown area of Dubuque. If not renovated fully and properly, the building will continue to decline. This project will take historical preservation skill and grant source funding to be successful, and the proposed development group has the experience and expertise to complete the project. The Iowa Street Lofts has the potential to create dynamic housing solutions to support workforce growth and to invest in the historic fabric of our community.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jill Connors", followed by a period. The signature is stylized with a large loop at the end.

Jill Connors, Economic Development Director

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
1248 IOWA ST, LLC**

This Development Agreement (Agreement) dated for reference purposes the 20th day of October, 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 1/2 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 1/2 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.

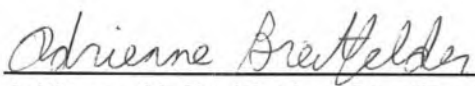
CITY OF DUBUQUE, IOWA

1248 IOWA ST, LLC

By 
Brad M. Cavanagh, Mayor

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

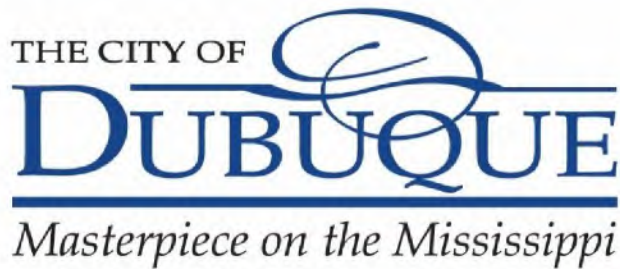
proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position 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 1/2 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 1/2 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

[illegible]

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Barry A. Lindahl, Esq., to me personally known, who being by me duly sworn did say that he is the Senior Counsel of the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa, and said Senior Counsel acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public, State of Iowa

EXHIBIT E

URBAN RENEWAL PLAN

(on file in City Clerk's office, 50 W. 13th Street, Dubuque, IA 52001)

EXHIBIT F

DOWNTOWN HOUSING INCENTIVE PROGRAM

DOWNTOWN HOUSING INCENTIVE PROGRAM

Projects eligible to receive assistance from this established pool of funds must meet the following requirements:

- The project must assist in the creation of new market-rate downtown rental and/or owner-occupied residential units within the Greater Downtown Urban Renewal District (see attached map) and have timely commencement & completion dates identified.
- The project must be the rehabilitation of an existing structure.
- Within the Washington Neighborhood, rental units must be located above a commercial component on the first floor of the building unless the project is rehabilitating or reusing a former church or school building.
- Exterior alterations are subject to design review and approval. The *Historic District Guidelines* shall apply to projects located in Historic Preservation District. The *Downtown Design Guidelines* shall apply to all other project locations. Projects which conform to the applicable guidelines may be reviewed and approved by the City Planner. Projects that do not strictly conform to the applicable guidelines will be forwarded to the Historic Preservation Commission (HPC) for consideration. New construction or substantial rehabilitation projects may also be considered by the HPC. The process for review is at the discretion of the City Planner. Guidelines can be viewed and downloaded at <http://cityofdubuque.org/1295/Design-Guidelines>.
- Any signs on the property that do not comply with City zoning regulations and design guidelines must be included in the design review and improved to comply with applicable City Codes. Submittal must include the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed.
- A detailed rendering/drawing of the proposed project must be included. The plans should include dimensions and architectural details and label materials. Plans prepared by a design professional (e.g. architect or draftsman) are strongly recommended. Applications without detailed drawings will not be considered complete and will not be accepted by the City.
- Deviation from an approved project plan may disqualify the project from the program.
- City funded projects may be required to meet sound proofing, lighting, security, or other standards – as determined by the City of Dubuque following an internal neighborhood impact study – particularly when units are located in mixed-use neighborhoods.

- Preference will be given to projects that also utilize Federal and/or State Historic Tax Credits.
- No more than \$10,000 in assistance will be considered per residential unit.
- In general, no more than \$750,000 will be provided to a single project.
- No developer fee will be permitted until all city assistance is paid or satisfied in full.
- The City will disburse committed funds after the project is complete and a Certificate of Occupancy has been provided for the housing units.
- A minimum of 2 new housing units must be created in the project.
- Owner of property must certify that all property in the City of Dubuque, for which the owner has any interest, complies with all applicable City of Dubuque ordinances and regulations, including, but not limited to, housing, building, zoning, fire, health, and vacant and abandoned building regulations.
- Applications will be reviewed monthly by the Review Committee, consisting of at least one representative from the City's Economic Development, Planning, and Building Services Departments. The Review Committee will score each application and will fund projects that meet the program criteria and are ready to commence within three months.

EXHIBIT G

DOWNTOWN REHABILITATION GRANT PROGRAM

Downtown Rehabilitation Grant Program

PROGRAM GUIDELINES

(2024)

The Downtown Rehabilitation Grant Program is designed to further the goals and objectives of the Greater Downtown Urban Renewal Plan by creating the financial incentives needed to eliminate conditions of blight, encourage revitalization efforts and to retain or create employment opportunities and/or new housing units within the district. This program will address building code deficiencies as part of each approved project.

Eligible Applicants: Owners of property within the Greater Downtown Urban Renewal District (map attached).

Grant Award: The grant is a 1:1 matching grant up to a maximum of Thirty-Five Thousand Dollars (\$35,000).

**Eligible Activities
and Assistance:**

Façade Costs – to provide assistance on labor or material costs for front (or occasionally other major) façade renovations to restore a building's historic appearance or eliminate inappropriate additions or alterations to improve overall appearance.

Financial Consultant Costs – to provide assistance on hiring a financial consultant used to analyze the feasibility of a project.

Planning & Design Grant Program – to provide assistance on pre-development costs associated with a project.

FOR MORE INFORMATION, please contact:
City of Dubuque Economic Development Department
50 West 13th Street, Dubuque, Iowa 52001
(563) 589-4393

General Conditions:

- Property must be located in Greater Downtown Urban Renewal District (see attached map) and with timely commencement & completion dates identified.
- Projects must be the rehabilitation of an existing structure.
- Property must be classified for tax purposes as a commercial or multi-residential property.
- All existing code deficiencies within a scope of a project must be corrected and new improvements must comply with all applicable codes and ordinances.
- Owner of property must certify that all property in the City of Dubuque, for which the owner has any interest, complies with all applicable City of Dubuque ordinances and regulations, including, but not limited to, housing, building, zoning, fire, health, and vacant and abandoned building regulations.
- Exterior alterations are subject to design review and approval. The Historic District Guidelines shall apply to projects located in Historic Preservation Districts. The Downtown Design Guidelines shall apply to all other project locations. Projects which conform to the applicable guidelines may be reviewed and approved by the City Planner. Projects that do not strictly conform to the applicable guidelines will be forwarded to the Historic Preservation Commission (HPC) for consideration. Substantial rehabilitation projects may also be considered by the HPC. The process for review is at the discretion of the City Planner. Guidelines can be viewed and downloaded at <http://cityofdubuque.org/1295/Design-Guidelines>.
- Any signs on the property that do not comply with City zoning regulations and design guidelines must be included in the design review and improved to comply with applicable City Codes. Submittal must include the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed.
- A detailed rendering/drawing of the proposed project must be included. The plans should include dimensions and architectural details and label materials. Plans prepared by a design professional (e.g. architect or draftsman) are required. Applications without detailed drawings will not be considered complete. Only preliminary eligibility may be determined until professional drawings are submitted.
- Applicant will not be reimbursed for personal labor costs or labor costs of family members, nor can these costs be counted in the total project costs.
- Projects may not receive the maximum amount of each form of assistance more than once.
- Deviation from an approved project plan shall disqualify the project from the program.
- City funded projects may be required to meet sound proofing, lighting, security, or other standards – as determined by the City of Dubuque, in its sole discretion, following an internal neighborhood impact study – particularly when units are located in mixed-use neighborhoods.
- Applications will be reviewed quarterly by the Economic Development and Planning department with funds awarded to projects that meet the program criteria and are ready to commence within three months.

FAÇADE INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for front (or occasionally other major) façade renovation to restore the façade to its historic appearance or improve the overall appearance. This assistance is intended to address historically inappropriate exteriors. It is not intended to address normal building maintenance.

Specific Conditions:

- Reimbursement is for labor and material costs associated with façade improvements, including but not limited to, rehabilitating or improving windows, paint, signage, or awnings to significantly transform overall appearance.
- Landscaping or screening with fencing or retaining walls may be a reimbursable expense if a determination is made that property is improved adjacent to public right-of-way.
- In order to receive reimbursement for repointing, a mortar analysis sample may be requested for each façade that will be repointed. The applicant must adhere to the results of that analysis in their rehabilitation work as part of their approved project plan. The City may request verification that the new mortar matches the results of the mortar analysis.
- Language from the National Park Service Technical Preservation Services Briefs may be attached as a condition for a building permit if the applicant chooses to perform repointing on the project.
- Reimbursable expenditures must be documented.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

FINANCIAL CONSULTANT INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring a financial consultant to analyze the feasibility of projects.

Specific Conditions:

- Reimbursement is for fees associated with hiring a professional financial consultant (i.e. accountant, attorney, tax credit consultant)
- Reimbursable expenditures must be documented.
- This financial consultant funding shall not exceed ten percent (10%) of total project costs.
- The rehabilitation project must be completed for the Financial Consultant costs to be reimbursed.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

PLANNING & DESIGN INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring architects, engineers or other professional services used prior to construction.

Grant Specific Conditions:

- Reimbursement is for architectural and engineering fees, feasibility studies, environmental assessments or other related soft costs.
- Reimbursable expenditures must be documented.
- Owner / developer fees are not permitted as reimbursable expenditures.
- The planning and design funding shall not exceed ten percent (10%) of total project costs.
- Funding will be disbursed upon completion of the project at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

EXHIBIT H
INSURANCE ACKNOWLEDGMENT

Acknowledgment of Insurance Requirements

Section 5.6

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and at its sole cost and expense builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the Building (including Minimum Improvements) replacement 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 1/2 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 1/2 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 1557 of 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.).



Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

August 11, 2025

Iowa Economic Development & Finance Authority
1963 Bell Avenue, Suite 200
Des Moines, IA 50315

RE: IEDA Redevelopment Tax Credit – Program Eligibility, Wilson House (1243 Locust Street) as Brownfield Site

Wilson House in Dubuque, IA meets the criteria of a Brownfield Site as defined in Iowa Code Section 15.291 and Administrative Code 261.65.2.

Per code definition, “Brownfield site” means an abandoned, idled, or underutilized industrial or commercial facility where expansion or redevelopment is complicated by real or perceived environmental contamination. Wilson House has been vacant since 2018. An Asbestos Survey was completed in 2024 with sampling and analysis showing evidence of asbestos being present in piping insulation and floor tile/mastic. The piping insulation and floor tile/mastic to be remediated for the property to be redeveloped.

Per code definition, a brownfield site includes property contiguous with the property on which the individual or commercial facility is located. Wilson House contamination is contained to its property boundaries.

Per code definition, a brownfield site does not include property which has been placed, or is proposed for placement, on the national priorities list established pursuant to the federal Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et Seq. Wilson House has not been placed, or is proposed for placement, on this list.

The redevelopment of this property would create an impact on Dubuque’s need for housing and restore a building in the Jackson Park neighborhood. Housing permits within the City of Dubuque have increased significantly between 2019-2021, yet new construction only makes up 0.76% of the existing of the total housing in Dubuque. An exceptional housing demand is marked by statistics regarding the days on market (DOM); from 2019-2021 there was an average DOM of 30 days which is significantly less than the state average at the same time. Cost overburdened renters and relatively low

unemployment despite the Covid-19 pandemic, show a sustained need for workforce housing in the City of Dubuque.

Wilson House is a significant building within the Jackson Park neighborhood. If not renovated fully and properly, the building will continue to decline. In the year it was for sale, Wilson House had over 200 showings. The interest was high, due to the location and potential. Yet, the sizeable scope of work, unknown potential contaminants, and gaps in financing to perform were too great for most developers. This project will take historical preservation skill and grant source funding to be successful, and 563 Properties has the experience and expertise to complete the project. Wilson House has the potential to create dynamic housing solutions to support workforce growth and to invest in the historic fabric of our community.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jill Connors", followed by a period. The signature is stylized with a large initial "J" and a long, sweeping underline.

Jill Connors, Economic Development Director

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
WILSON HOUSE APTS, LLC**

THIS DEVELOPMENT AGREEMENT (Agreement) dated for reference purposes the 20 day of May, 2024 is made and entered into by and between the City of Dubuque, Iowa (City), and Wilson House Apts, LLC (Developer).

WHEREAS, Developer is the owner of the real estate locally known as 1243 Locust Street, Dubuque, Iowa and legally described as follows (the Property):

The Northerly 64 feet of Out Lot No. 662A in the Town (now City) of Dubuque, Iowa, according to the United States Commissioners' Plat of the Survey of said Town of Dubuque.

; 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 December 18, 2023, 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 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.

(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 December 18, 2023, 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 1st day of July, 2024, or such other date as the parties shall agree in writing but in no event shall the Closing Date be later than the 1st day of August, 2024. 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 of 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, 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.

1.5 City's Obligations at Closing. At or prior to the Closing Date, City shall deliver to Developer such other documents as may be required by this Agreement, all in a form satisfactory to Developer.

SECTION 2. DEVELOPMENT ACTIVITIES

2.1 Required Minimum Improvements. Developer will make a capital investment of approximately One Million Five Hundred Thousand Dollars (\$1,500,000.00) to improve the Building (the Minimum Improvements). The Minimum Improvements include creating five (5) new residential market rate units and rehabilitating the façade including doors and windows, all using Historic Tax Credits.

2.2 Plans for Construction of Minimum Improvements. Plans and specifications with respect to the development of the Property and the construction of the Minimum Improvements thereon (the Construction Plans) shall be in conformity with Urban Renewal Plan, this Agreement, and all applicable state and local laws and regulations, including but not limited to any covenants, conditions, restrictions, reservations, easements, liens and charges, recorded in the records of Dubuque County, Iowa. Developer shall submit to City, for approval by City, plans, drawings, specifications, and related documents with respect to

the improvements to be constructed by Developer on the Property. All work with respect to the Minimum Improvements shall be in substantial conformity with the Construction Plans approved by City.

2.3 Timing of Improvements. Developer hereby agrees that construction of the Minimum Improvements on the Property shall begin by October 1, 2024, and shall be substantially completed by December 31, 2025. The time for the performance of these obligations shall be suspended due to unavoidable delays meaning delays, outside the control of the party claiming its occurrence in good faith, which are the direct result of strikes, other labor troubles, unusual shortages of materials or labor, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion directly results in delays, or acts of any federal, state or local government which directly result in extraordinary delays. The time for performance of such obligations shall be extended only for the period of such delay.

2.4 Certificate of Completion. Promptly following the request of Developer upon completion of the Minimum Improvements, City shall furnish Developer with an appropriate instrument so certifying. Such certification (the Certificate of Completion) shall be in the form attached as Exhibit H and shall be a conclusive determination of the satisfaction of Developer's obligations to make the Minimum Improvements under this Agreement and completion of the Minimum Improvements by Developer as required by this Agreement.

SECTION 3. CITY PARTICIPATION

3.1 Economic Development Grants to Developer. For and in consideration of Developer's obligations hereunder, and in furtherance of the goals and objectives of the urban renewal plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make thirty (30) consecutive semi-annual payments (such payments being referred to collectively as the Economic Development Grants) to Developer:

November 1, 2027	May 1, 2028
November 1, 2028	May 1, 2029
November 1, 2029	May 1, 2030
November 1, 2030	May 1, 2031
November 1, 2031	May 1, 2032
November 1, 2032	May 1, 2033
November 1, 2033	May 1, 2034
November 1, 2034	May 1, 2035

November 1, 2035	May 1, 2036
November 1, 2036	May 1, 2037
November 1, 2037	May 1, 2038
November 1, 2038	May 1, 2039
November 1, 2039	May 1, 2040
November 1, 2040	May 1, 2041
November 1, 2041	May 1, 2042

pursuant to Iowa Code Section 403.9 of the Urban Renewal Law, in amounts equal to a portion of the tax increment revenues collected by City under Iowa Code Section 403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six-month period in respect of the Minimum Improvements constructed by Developer (the Developer Tax Increments). For purposes of calculating the amount of the Economic Development Grants provided in this Section, the Developer Tax Increments shall be only those tax increment revenues collected by City in respect of the increase in the assessed value of the Property above the assessed value on January 1, 2024 (\$231,400). The Developer Tax Increments shall not include (i) any property taxes collected for the payment of bonds and interest of each taxing district, (ii) any taxes for the regular and voter-approved physical plant and equipment levy, (iii) the remaining actual amount of tax increment revenues collected by City in respect of the valuations of the Property prior to January 1, 2022 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, 2025 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, 2025, 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 so certifies in December, 2025, the Economic Development Grants in respect thereof would be paid to the Developer on November 1, 2027, and May 1, 2028.)

3.3 The Economic Development Grants shall be payable from and secured solely and only by the Developer Tax Increments paid to City that, upon receipt, shall be deposited and held in a special account created for such purpose and designated as the 1243 Locust 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 1243 Locust 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 1243 Locust TIF Account (regardless of the amounts thereof) to the payment of the Economic Development Grants to Developer as and to the extent described in this Section.

3.4 City shall be free to use any and all tax increment revenues collected in respect of other properties within the Project Area and the remaining actual amount of the property taxes paid by Developer to City, or any available Developer Tax Increments resulting from the termination of the annual Economic Development Grants under Section 3.1 hereof, for any purpose for which such tax increment revenues may lawfully be used pursuant to the provisions of the Urban Renewal Law, and City shall have no obligations to Developer with respect to the use thereof.

3.5 Downtown Housing Incentive.

(1) City agrees to provide to Developer on the terms and conditions set forth in the Downtown Housing Incentive Program attached hereto as Exhibit F, a grant in an amount not to exceed Fifty Thousand Dollars (\$50,000.00) (the Grant).

(2) Grant funds will not be disbursed to Developer until City has issued a Certificate of Completion for the Project. The Grant shall be paid in Ten Thousand Dollar (\$10,000.00) payments for each apartment that receives a Certificate of Completion up to a maximum of thirty-six 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.

3.7 Planning and Design Grant. City agrees to provide a matching (1:1) grant not to exceed Ten Thousand Dollars (\$10,000) to reimburse Developer for documented 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 and as set forth in Exhibit G.

3.8 Façade Grant. City agrees to provide a matching (1:1) grant not to exceed Ten Thousand Dollars (\$10,000) to reimburse Grant Recipient for 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 and as set forth in Exhibit G.

3.9. Payment of the Grants. The Grants shall be payable as follows:

- (1) Any and all portions of the Grants shall be funded solely and only from available Program funds;
- (2) Prior to the release of any grant funds, (i) Developer shall have submitted documentation of its eligible expenses under the corresponding grant program and (ii) City shall have issued a Certificate of Completion; and
- (3) The Grant funds shall be disbursed directly to Developer.

SECTION 4. NON- APPROPRIATION / LIMITED SOURCE OF FUNDING.

4.1 Non-Appropriation.

(1) Notwithstanding anything in this Agreement to the contrary, the obligation of City to pay any installment of the Economic Development Grants from the pledged tax increment revenues shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of City or a pledge of its full faith and credit within the meaning of any constitutional or statutory debt limitation, and shall be subject in all respects to the right of non-appropriation by the City Council of City as provided in this Section. City may exercise its right of non-appropriation as to the amount of the installments to be paid during any fiscal year during the term of this Agreement without causing a termination of this Agreement. The right of non-appropriation shall be exercised only by resolution affirmatively declaring City's election to non-appropriate funds otherwise required to be paid in the next fiscal year under this Agreement.

(2) In the event the City Council of City elects to not appropriate sufficient funds in the budget for any future fiscal year for the payment in full of the installments on the Economic Development Grants due and payable in that future fiscal year, then City shall have no further obligation to Employer or Developers for the payment of any installments due in that future fiscal year which cannot be paid with the funds then appropriated for that purpose.

4.2 The right of non-appropriation reserved to City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to pay future installments on the Economic Development Grants shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision, and to this end the provisions of this Agreement are severable.

SECTION 5. COVENANTS OF DEVELOPER

5.1 The Minimum Improvements shall conform to the U.S. Secretary of the Interior's Standards for Rehabilitation.

5.2. Operation of Property. 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.

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 Development Property or the Minimum Improvements located thereon that may now be, or hereafter become, available under state law or city ordinance during the term of this Agreement, including those that arise under Iowa Code Chapters 404 and 427, as amended.

5.6 Insurance Requirements.

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and at its sole cost and expense builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the Building (including Minimum Improvements) replacement value when construction is completed, naming City as a lender loss payable. Coverage shall include the "special perils" form and developer shall furnish City with proof of insurance in the form of a certificate of insurance.

(2) Upon completion of construction of the Minimum Improvements and up to the Termination Date, Developer shall maintain, or cause to be maintained, at its cost and expense property insurance against loss and/or damage to the Building (including the Minimum Improvements) under an insurance policy written with the "special perils" form and in an amount not less than the full insurable replacement value of the Building (including the Minimum Improvements), listing City as lender loss payable. Developer shall furnish to City proof of insurance in the form of a certificate of insurance.

(3) The term "replacement value" shall mean the actual replacement cost of the building with Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and

equipment, and shall be reasonably determined from time to time at the request of City, but not more frequently than once every three (3) years.

(4) Developer shall notify City immediately in the case of damage exceeding Fifty Thousand Dollars (\$50,000) in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net proceeds of any such insurance (Net Proceeds), shall be paid directly to Developer as its interests may appear, and Developer shall forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer shall apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof, subject, however, to the terms of any mortgage encumbering title to the Property (as its interests may appear). Developer shall complete the repair, reconstruction and restoration of Minimum Improvements whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

5.7 Preservation of Property. During the term of this Agreement, Developer shall maintain, preserve and keep, or cause others to maintain, preserve and keep, the Minimum Improvements in good repair and working order, ordinary wear and tear accepted, and from time to time shall make all necessary repairs, replacements, renewals and additions.

5.8 Non-Discrimination. In carrying out the project, Developers shall not discriminate against any employee or applicant for employment because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

5.9 Conflict of Interest. Developer agrees that no member, officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, or in any activity, or benefit therefrom, which is part of this project at any time during or after such person's tenure. In connection with this obligation, Developer shall have the right to rely upon the representations of any party with whom it does business and shall not be obligated to perform any further examination into such party's background.

5.10 Non-Transferability. Until such time as the Minimum Improvements are complete (as certified by City under Section 2.5), this Agreement may not be assigned by Developer nor may the Property be transferred by Developer to another party. Thereafter, with the prior written consent of City, which shall not be unreasonably withheld, Developer shall have the right to assign this Agreement, and upon assumption of the Agreement by the assignee, Developer shall no longer be responsible for its obligations under this Agreement.

5.11 No change in Tax Classification. Developer agrees that it will not take any action to change, or otherwise allow, the classification of the Property for property tax purposes to become other than commercial property and to be taxed as such under Iowa law. This restriction shall terminate upon the termination of this Agreement. However, Developer may apply for a reclassification of the Property in the event Iowa law is modified to allow a building containing four apartments within one building to be classified as residential for property tax purposes.

5.12 Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof, for the duration of this Agreement, that they, and their respective successors and assigns, shall:

(1) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan (and City represents and agrees that use of the Property as a restaurant and upper-story housing, is in full compliance with the Urban Renewal Plan) (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same); and

(2) Not discriminate upon the basis of race, religion, color, sex, sexual orientation, gender identity, national origin, age or disability in the sale, lease, rental, use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).

5.13 Compliance with Laws. Developer shall comply with all laws, rules and regulations relating to its businesses, other than laws, rules and regulations the failure to comply with or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, financial or otherwise, of Developer.

SECTION 6. EVENTS OF DEFAULT AND REMEDIES

6.1 Events of Default Defined. The following shall be Events of Default under this Agreement and the term Event of Default shall mean, whenever it is used in this Agreement, any one or more of the following events:

- (1) Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the Minimum Improvements and the Property.
- (2) Failure by Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement.
- (3) Transfer of any interest by Developer of the Minimum Improvements in violation of the provisions of this Agreement prior to the issuance of the final Certificate of Completion.
- (4) Failure by Developer or City to substantially observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

6.2. Remedies on Default by Developer. Whenever any Event of Default referred to in Section 5.1 of this Agreement occurs and is continuing, City, as specified below, may take any one or more of the following actions after the giving of written notice by City to Developer (and the holder of any mortgage encumbering any interest in the Property of which City has been notified of in writing) of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and Developer does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

- (1) City may suspend its performance under this Agreement until it receives assurances from the Developer deemed adequate by City, that the Developer will cure its default and continue its performance under this Agreement;
- (2) Until the Closing Date, City may cancel and rescind this Agreement;
- (3) Until issuance of the Certificate of Completion, City shall be entitled to recover from Developer the sum of all amounts expended by City in connection with the funding of the Downtown Rehab Loan/Grant and Economic Development Grant to Developer and City may take any action, including any legal action it deems necessary, to recover such amounts from the Developer;

(4) City may withhold the Certificate of Completion; or

(5) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

6.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

6.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

6.5 Agreement to Pay Attorneys' Fees and Expenses. If any action at law or in equity, including an action for declaratory relief or arbitration, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of litigation from the other party. Such fees and costs of litigation may be set by the court in the trial of such action or by the arbitrator, as the case may be, or may be enforced in a separate action brought for that purpose. Such fees and costs of litigation shall be in addition to any other relief that may be awarded.

6.6 Remedies on Default by City. If City defaults in the performance of this Agreement, Developer may take any action, including legal, equitable or administrative action that may appear necessary or desirable to collect any payments due under this Agreement, to recover expenses of Developer, or to enforce performance and observance of any obligation, agreement, or covenant of City under this Agreement. Developer may suspend their performance under this Agreement until they receive assurances from City, deemed adequate by Developer, that City will cure its default and continue its performance under this Agreement.

SECTION 7. GENERAL TERMS AND PROVISIONS

7.1 Notices and Demands. Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be deemed to have been properly given if and when delivered in person or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

If to Developer: Andrew McCready
Wilson House Apts, LLC
1268 Locust Street
Dubuque, Iowa 52001

With copy to: Drake Law Firm, P.C.
D. Flint Drake
300 Main Street, Suite 323
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.

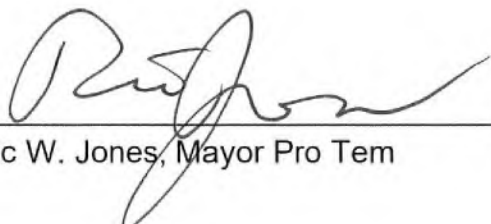
7.4 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on December 31, 2042 (the Termination Date).

7.5 Execution by Facsimile. The parties agree that this Agreement may be transmitted between them by facsimile machine. The parties intend that the faxed signatures constitute original signatures and that a faxed Agreement containing the signatures (original or faxed) of all the parties is binding on the parties.

7.6 Memorandum of Development Agreement. Developer shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit D in the office of the Recorder of Dubuque County, Iowa. Developer shall pay the costs for so recording.

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor and attested to by its City Clerk and Developer has caused this Agreement to be duly executed on or as of the first above written.

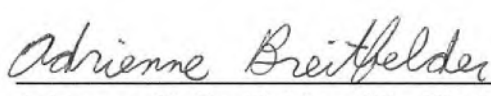
CITY OF DUBUQUE, IOWA

By 
Ric W. Jones, Mayor Pro Tem

WILSON HOUSE APTS, LLC

By 
Andrew McCready, Vice President

Attest:


Adrienne N. Breitfelder, City Clerk

(City Seal)

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this 21 day of May 2024, before me the undersigned, a Notary
* Public in and for the said County and State, personally appeared ~~Brad M. Cavanagh~~ and
Adrienne N. Breitfelder, to me personally known, who, being by me duly sworn, did say that
** they are the ~~Mayor~~ and City Clerk, respectively, of the City of Dubuque, Iowa, a municipal
corporation executing the instrument to which this is attached; that the seal affixed hereto is
the seal of said municipal corporation; that said instrument was signed and sealed on
* behalf of the City of Dubuque, Iowa, by authority of its City Council; and that said ~~Mayor~~
* and City Clerk acknowledged the execution of said instrument to be the voluntary act and
deed of said City, by it and by them voluntarily executed.

Tusdee Lynn Blus
Notary Public



STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

*Ric W. Jones
** Mayor Pro Tem

On this ____ day of _____ 20__, before me the undersigned, a Notary
Public in and for the State of Iowa, personally appeared Andrew McCready, to me
personally known, who, being by me duly sworn, did say that he is Vice President of Wilson
House Apts, LLC the limited liability company executing the instrument to which this is
attached and that as said Vice President of Wilson House Apts, LLC acknowledged the
execution of said instrument to be the voluntary act and deed of said company, by it and by
him voluntarily executed.

Notary Public

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	Certification of Completion

EXHIBIT A

CITY ATTORNEY'S CERTIFICATE

Barry A. Lindahl, Esq.
Senior Counsel
Suite 330, Harbor View Place
300 Main Street
Dubuque, Iowa 52001-6944
(563) 583-4113 office
(563) 583-1040 fax
balesq@cityofdubuque.org



(DATE)

RE:

Dear _____:

I have acted as counsel for the City of Dubuque, Iowa, in connection with the execution and delivery of a certain Development Agreement between Wilson House Apts, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 2024.

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:tls

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 Wilson House Apts, 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 _____, 2024.

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 Wilson House Apts, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 2024.

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:jh

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 Wilson House Apts, LLC was made regarding the following described premises:

The Northerly 64 feet of Out Lot No. 662A in the Twon (now City) of Dubuque, Iowa, according to the United States Commissioners' Plat of the Survey of said Town of Dubuque.

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

WILSON HOUSE APTS, LLC

By _____
Brad M. Cavanagh
Mayor

By _____
Andrew McCready, Vice President

Attest:

Adrienne N. Breitfelder
City Clerk

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Brad M. Cavanagh and Adrienne N. Breitfelder, to me personally known, who being by me duly sworn did say that they are the Mayor and City Clerk, respectively of the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to said instrument is the seal of said Municipal Corporation and that said instrument was signed and sealed on behalf of said Municipal corporation by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Notary Public, State of Iowa

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 Andrew McCready, to me personally known, who, being by me duly sworn, did say that he is Vice President of Wilson House Apts, LLC, the limited liability company executing the instrument to which this is attached and that as said Vice President of Wilson House Apts, LLC, acknowledged the execution of said instrument to be the voluntary act and deed of said company, by it and by him voluntarily executed.

Notary Public, State of Iowa

EXHIBIT E

URBAN RENEWAL PLAN

(on file in City Clerk's office, 50 W. 13th Street, Dubuque, IA 52001)

EXHIBIT F

DOWNTOWN HOUSING INCENTIVE PROGRAM

DOWNTOWN HOUSING INCENTIVE PROGRAM

Projects eligible to receive assistance from this established pool of funds must meet the following requirements:

- The project must assist in the creation of new market-rate downtown rental and/or owner-occupied residential units within the Greater Downtown Urban Renewal District (see attached map) and have timely commencement & completion dates identified.
- The project must be the rehabilitation of an existing structure.
- Within the Washington Neighborhood, rental units must be located above a commercial component on the first floor of the building unless the project is rehabilitating or reusing a former church or school building.
- Exterior alterations are subject to design review and approval. The *Historic District Guidelines* shall apply to projects located in Historic Preservation District. The *Downtown Design Guidelines* shall apply to all other project locations. Projects which conform to the applicable guidelines may be reviewed and approved by the City Planner. Projects that do not strictly conform to the applicable guidelines will be forwarded to the Historic Preservation Commission (HPC) for consideration. New construction or substantial rehabilitation projects may also be considered by the HPC. The process for review is at the discretion of the City Planner. Guidelines can be viewed and downloaded at <http://cityofdubuque.org/1295/Design-Guidelines>.
- Any signs on the property that do not comply with City zoning regulations and design guidelines must be included in the design review and improved to comply with applicable City Codes. Submittal must include the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed.
- A detailed rendering/drawing of the proposed project must be included. The plans should include dimensions and architectural details and label materials. Plans prepared by a design professional (e.g. architect or draftsman) are strongly recommended. Applications without detailed drawings will not be considered complete and will not be accepted by the City.
- Deviation from an approved project plan may disqualify the project from the program.
- City funded projects may be required to meet sound proofing, lighting, security, or other standards – as determined by the City of Dubuque following an internal neighborhood impact study – particularly when units are located in mixed-use neighborhoods.

- Preference will be given to projects that also utilize Federal and/or State Historic Tax Credits.
- No more than \$10,000 in assistance will be considered per residential unit.
- In general, no more than \$750,000 will be provided to a single project.
- No developer fee will be permitted until all city assistance is paid or satisfied in full.
- The City will disburse committed funds after the project is complete and a Certificate of Occupancy has been provided for the housing units.
- A minimum of 2 new housing units must be created in the project.
- Units smaller than 650 square feet will not be eligible for this project.
- No residential units will be allowed to have a restriction of less than 80% of the median income.
- No more than 65% of the units of any project can have a restriction of 80% of the median income.
- A project that is funded by Low Income Tax Credits (LITC) is not eligible.
- 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

**FAÇADE, PLANNING AND DESIGN, AND FINANCIAL CONSULTANT GRANT
PROGRAM**

PLANNING AND DESIGN GRANT INFORMATION

This program provides grants in the Greater Downtown Urban Renewal District for hiring architects, engineers or other professional services used prior to construction.

Amount of Grant: 1:1 matching grant not to exceed ten thousand dollars (\$10,000) per building may be awarded by the City to offset the actual pre-development costs. (Example: \$8,500 in eligible project costs would receive \$4,250 grant matched by \$4,250 in private contribution; \$20,000 or greater eligible project costs would receive the maximum \$10,000 grant.)

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 grant shall not exceed ten percent (10%) of total project costs.
- Grants will be dispersed upon completion of the project at a rate of \$0.50 for each \$1.00 of qualified costs.

Approval Process:

1. Design review by the City Planning Department or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff and approved by the City Manager.
3. Funding will be dispersed upon staff review of documented expenditures and inspection of a completed project.

FACADE GRANT INFORMATION

This program provides grants in the Greater Downtown Urban Renewal District for front or rear façade renovation to restore the façade to its historic appearance, or improve the overall appearance.

Amount of Grant: 1:1 matching grant not to exceed ten thousand dollars (\$10,000) shall be awarded by the City to qualifying projects based on total eligible project costs. (Example: \$8,500 in eligible project costs would receive a \$4,250 grant matched by \$4,250 in private contribution; \$20,000 or greater eligible project costs would receive the maximum \$10,000 grant.)

Grant 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 enhance 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 must be provided 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.
- Grants will be dispersed upon completion of work at a rate of \$.50 for each \$1.00 of qualified costs.

Approval Process:

1. Design review by the City Planning Department or the Historical Preservation

Commission is required for exterior work on the project.

2. Grant applications will be reviewed by City staff and approved by the City Manager.
3. Funding will be dispersed upon staff review of documented expenditures and inspection of a completed project.

FINANCIAL CONSULTANT GRANT INFORMATION

This program provides grants in the Greater Downtown Urban Renewal District for hiring a financial consultant to analyze the feasibility of projects.

Amount of Grant: 1:1 matching grant not to exceed fifteen thousand dollars (\$15,000) shall be awarded to qualifying projects based on total eligible project costs. (Example: \$8,500 in eligible project costs would receive a \$4,250 grant matched by \$4,250 in private contribution; \$30,000 or greater eligible costs would receive the maximum \$15,000 grant.)

Grant Specific Conditions:

- Reimbursement is for fees associated with hiring a professional financial consultant.
- Reimbursable expenditures must be documented.
- The grant shall not exceed ten percent (10%) of total project costs.
- The rehabilitation project must be completed for the Financial Consultant Grant to be funded.
- Grants will be dispersed upon completion of work at a rate of \$.50 for each \$1.00 of qualified costs.

Approval Process:

1. Design review by the City Planning Department or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff and approved by the City Manager.
3. Funding will be dispersed upon staff review of documented expenditures and inspection of a completed project.

EXHIBIT H
CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa, a municipal corporation (the "Grantor"), has granted incentives to Wilson House Apts, LLC (the "Grantee"), in accordance with a Development Agreement dated as of [Date] (the "Agreement"), by and among the Grantor, and the Grantee (collectively, the "Agreement"), certain real property located within the Greater Downtown Urban Renewal District of the Grantor and as more particularly described as follows:

The Northerly 64 feet of Out Lot No. 662A in the Twon (now City) of Dubuque, Iowa, according to the United States Commissioners' Plat of the Survey of said Town of Dubuque.

(the "Development Property"); and

WHEREAS, said Agreement incorporated and contained certain covenants and conditions with respect to the rehabilitation of the Development Property, and obligated the Grantee to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, the Grantee has to the present date performed said covenants and conditions insofar as they relate to the construction of the Minimum Improvements in a manner deemed sufficient by the Grantor to permit the execution and recording of this certification; and

NOW, THEREFORE, pursuant to Section 2.4 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Grantee, and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by the Grantee to the satisfaction of the Grantor and such covenants and conditions are hereby satisfied.

The County Recorder of Dubuque County is hereby authorized to accept for recording and

to record the filing of this instrument, to be a conclusive determination of the satisfaction of the covenants and conditions as set forth in said Agreement, and that the Agreement shall otherwise remain in full force and effect.

(SEAL)

CITY OF DUBUQUE, IOWA

By: _____
Mike Van Milligen, City Manager

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and acknowledged said execution of the instrument to be his/her voluntary act and deed.

Notary Public in and for
Dubuque County, Iowa

**City of Dubuque
City Council**

ACTION ITEMS # 11.

ITEM TITLE:	Updated Workforce Housing Handout
SUMMARY:	City Manager providing a copy of a a handout explaining workforce housing and highlighting several workforce housing projects currently under construction in Dubuque. The handout will be mailed with City of Dubuque utility bills from December 17 through January 7.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. Workforce Housing in Dubuque - Dec 2025

WORKFORCE HOUSING

FOUNDATIONS FOR THE FUTURE



Under Construction (left to right): Emri Apartments, Radford Rd.; Dubuque and Jackson Counties Habitat for Humanity's Rosalynn Carter Place Project, Wood St.; and Union at the Marina, Hawthorne St.

What is “workforce housing?”

Workforce housing is generally defined as housing for which the occupant is paying no more than 30% of their gross income for housing costs, including utilities.

How does it support the community?

Supports Workforce Retention and Attraction

Workforce housing provides affordable living options for individuals and households, helping residents live closer to where they work and contribute to the community. Without nearby housing options, these workers may be forced to live farther away, leading to longer commutes, increased absenteeism, and difficulty filling local job vacancies.

Boosts Local Spending

When residents spend less on housing, they have more disposable income to spend at local businesses, which strengthens the city's economy. This increases sales tax revenues and supports small businesses that are often the backbone of smaller communities.

Encourages Economic Development

Local businesses considering expansion or new businesses coming to a community assess the availability of workforce housing. A lack of it can be a barrier to retaining existing employees or attracting new employees, as it impacts both their current and future workforce.

Workforce Housing Improves Quality of Life

Stable workforce housing improves health outcomes, educational performance, and employment stability.

★ Promotes Neighborhood and Community Stability

Workforce housing offers affordable living options for long-time Dubuque residents who wish to remain in their neighborhood, maintaining close connections with neighbors, family, and friends. **If we hope for our children and grandchildren to stay in Dubuque, they need a place to live.**

Why is workforce housing needed?

A 2022 workforce housing study commissioned by Greater Dubuque Development Corporation (GDDC) showed the city of Dubuque needed at least 1,100 housing units by 2030 to support the workforce expansion needs of existing businesses.

The City Council approved expanded financial incentives in 2022 to support more housing development and 2,400 units have been built or are planned.

GDDC's most-recent interviews of 255 local business leaders and executives on the long-term viability of their companies and the community found that their number one concern is housing availability and affordability.

A 2025 housing needs assessment analyzing demographic trends, current housing vacancy rates, and other factors predicts Dubuque County, including the city of Dubuque, will need up to 2,500 additional units by 2035, in addition to the 2,400 units currently proposed, under construction, or recently completed.

Who is eligible for workforce housing?

Workforce housing is designed to support individuals and families who earn moderate incomes and seek affordable living options within the communities where they work and live. Eligibility is typically based on income guidelines and local housing policies.

Workforce housing provides flexible living options for individuals looking to downsize or transition to apartment living, while remaining in the neighborhoods they know and love.

Income limits for tenants vary by location and are based on Median Family Income estimates and Fair Market Rent area definitions for each area. The income limits for workforce housing projects in the city of Dubuque are:

Household Size	Max. Income based on 60% AMI (183 units)	Max. Income based on 50% AMI (9 units)	Max. Income based on 70% AMI (9 units)
1	\$43,140	\$35,950	\$50,330
2	\$49,230	\$41,100	\$57,540
3	\$55,500	\$46,250	\$64,750
4	\$61,620	\$51,350	\$71,890

AFFORDABLE RIVERFRONT LIVING

One notable example of workforce housing currently under development in Dubuque is the Union at the Marina, a \$55 million project located at 2660 Kerper Blvd.

The property was vacant for over 10 years before being purchased and developed by The Annex Group, as part of a development agreement with the City of Dubuque. This is The Annex Group's fifth development project in Iowa.

Union at the Marina will feature two, four-story buildings with a total of 201 units:

- 85 one-bedroom units,
- 79 two-bedroom units, and
- 37 three-bedroom units.

Amenities will include a playground, community center, fitness center, picnic area, dog-walking area, and on-site property management. The apartments are adjacent to Sutton Pool and AY McDonald Park, on a Jule bus route providing easy access to groceries and healthcare, within walking distance of hundreds of good-paying job opportunities, and have beautiful views of the Mississippi River.

Construction is expected to be completed by fall of 2026.

Over the last several years, nearly 400 workforce housing units have been constructed or are currently under construction throughout the community.



**City of Dubuque
City Council**

ACTION ITEMS # 12.

ITEM TITLE:	Ribbon-Cutting Ceremony for Dubuque County 911 Emergency Communications Center Video
SUMMARY:	A ribbon-cutting ceremony for the new Dubuque County Emergency 911 Communications Center, located at 7880 Chavenelle Rd., was held on November 6, 2025. A video recap of the event, produced by City of Dubuque Communications Office staff, will be shown. The video of the full event can be viewed at https://youtu.be/eDglFDHj3eQ?si=4cOctWDhU_cgJ5WK
SUGGESTED DISPOSITION:	Receive and File; Video
ATTACHMENTS:	None

**City of Dubuque
City Council**

ACTION ITEMS # 13.

ITEM TITLE: Videos of Eagle Point Park Projects

SUMMARY: Communications Office staff will show two videos featuring recent improvement projects at Eagle Point Park. One video focuses on staff from the Parks and Recreation Department conducting tree trimming and pruning and the other video highlights concrete and paving repairs completed in partnership with the Public Works Department. The videos can be seen on the City's YouTube channel at:
https://youtu.be/lnK9126tR_w?si=R9DR_EapTx0CbNOh
<https://youtu.be/5v1HIStrClk?si=gtu5ci1jLRWNEHUc>

SUGGESTED DISPOSITION: Receive and File; Video

ATTACHMENTS:
None

**City of Dubuque
City Council**

CLOSED SESSION #

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

SUMMARY:

**SUGGESTED
DISPOSITION:**

ATTACHMENTS:

None