



**CITY OF DUBUQUE, IOWA
CITY COUNCIL MEETING**
Historic Federal Building: 350 W. 6th
Street - Second-Floor Council
Chambers.
December 15, 2025 at 6:30 PM

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www.cityofdubuque.org/media and broadcast on CityChannel Dubuque
Mediacom cable channel 8 or digital 117.2 and ImOn channel 5.**

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ROLL CALL ORDER FOR MEETING

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

REGULAR SESSION

6:30 PM

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Recognition of Iowa DOT District 6 Engineer Jim Schnoebelen

City staff will recognize Iowa Department of Transportation (DOT) District 6 Engineer Jim Schnoebelen on his retirement and acknowledge his contributions to the City of Dubuque throughout his tenure.

2. Recognition of Outgoing Council Members Susan Farber and Ric Jones

A formal acknowledgment will be made recognizing the service of outgoing Ward One Council Member Susan Farber and At-Large Council Member Ric Jones.

PROCLAMATIONS

1. **Veterans Appreciation Month (December 2025)**

On behalf of Dubuque County Veteran Services, Tri-State Women Warriors, and Veterans Freedom Center.

CONSENT ITEMS

1. **Minutes and Reports Submitted**

City Council Proceedings of December 1 and 8, 2025; Airport Commission of September 23 and October 9, 2025; Five Flags Civic Center Advisory Commission of September 8, 2025; Human Rights Commission of November 18, 2025; Parks and Recreation Advisory Commission of October 21, 2025; Zoning Advisory Commission of November 5, 2025; Proof of Publication for City Council Proceedings of November 17, 2025; Proof of Publication for Expenditure Reports presented at the November 17, 2025, City Council meeting.

Suggested Disposition: Receive and File

2. **Notice of Claims and Suits**

Christian Heim for vehicle damage; Randy Johnson for vehicle damage; Lindsey Williams for vehicle damage.

Suggested Disposition: Receive and File; Refer to City Attorney

3. **Disposition of Claims**

City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Julio Vega Chacon 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. **Debt Management Policy Revisions**

City Manager recommending City Council approval of revisions to the existing Debt Management Policy.

Suggested Disposition: Receive and File; Approve

6. **January/February 2026 City News Newsletter**

City Manager providing a copy of the January/February 2026 issue of the City News newsletter, which will be mailed with City of Dubuque utility bills from December 17, 2025, through January 7, 2026. The publication is also available

online at www.cityofdubuque.org/citynews.

Suggested Disposition: Receive and File

7. Power Outage Preparedness Flyer

City Manager providing a copy of the Power Outage Preparedness flyer, prepared by the Communications Office, which will be mailed with City of Dubuque utility bills from December 17, 2025, through January 7, 2026.

Suggested Disposition: Receive and File

8. 2026 State Legislative Priorities

City Manager recommending adoption of the 2026 State Legislative Priorities

Suggested Disposition: Receive and File; Approve

9. Update on Neighborhood Evolution Contract Services

City Manager providing an update on activities underway through the City's contract with Neighborhood Evolution to support small-scale development.

Suggested Disposition: Receive and File

10. Housing Creation Incentives – Updated Matrix

City Manager recommending City Council receive and file the attached updated Housing Incentive Matrix.

Suggested Disposition: Receive and File

11. Funding Request for State Mandated Open Meetings and Open Records Training

City Manager recommending City Council approval to allocate \$2,500 annually for state-mandated open meetings and open records training for members of governmental bodies who were elected or appointed after July 1, 2025.

Suggested Disposition: Receive and File; Approve

12. Plat of Survey of Stockel Acres

Zoning Advisory Commission recommending City Council approve the Final Plat of Stockel Acres subject to waiving the lot frontage requirement for Lot 2.

RESOLUTION Approving The Final Plat Of Stockel Acres, In The City Of Dubuque, Iowa

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

13. 2025 Maintenance Dredging Project - Acceptance of Public Improvement Construction Contract

City Manager recommending City Council adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$261,416.21 to Newt Marine Service for the 2025 Maintenance Dredging Project.

RESOLUTION Accepting The 2025 Maintenance Dredging Project And Authorizing Final Payment To The Contractor

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

14. Eagle Point Water Treatment Plant Roof Rehabilitation Project - Award Construction Contract

City Manager recommending City Council award of the Eagle Point Water Treatment Plant Roof Rehabilitation Project construction contract to Poly Vinyl Roofing, Inc. of Mount Vernon, Iowa in the amount of \$357,068.00 which is 28% below the estimate.

RESOLUTION Eagle Point Water Treatment Plant Roof Rehabilitation Project Awarding Public Improvement Construction Contract For The Eagle Point Water Treatment Plan Roof Rehabilitation Project

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

15. Grass and weed cutting and garbage collection assessments

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

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

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

16. Parking Revenue Collector FTE Allocation Change

City Manager recommending City Council approval to allow Transportation Services Parking Department to modify the full-time employee (FTE) allocation for the Parking Revenue Collector position to 0.50 FTE with a 0.15 FTE Custodian position.

Suggested Disposition: Receive and File; Approve

17. Areas of Persistent Poverty RFP

City Manager recommending City Council authorization to release the Areas of Persistent Poverty RFP and that the City Manager be authorized to negotiate and execute an agreement with the recommended consultant.

Suggested Disposition: Receive and File; Approve

18. 2025 Tree City USA Application Approval Process

City Manager recommending City Council approval to apply for Dubuque to become recertified as a Tree City USA and for the Mayor to sign the attached Tree City USA designation application.

Suggested Disposition: Receive and File; Approve

19. Housing and Community Development Staffing Request

City Manager recommending City Council approval to add a full-time Grants Supervisor and add a full-time Administrative Support Professional (Grants) under the grants division in the Housing and Community Development Department.

Suggested Disposition: Receive and File; Approve

20. Berry vs. City Of Dubuque & Schmalz Precast Concrete Manufacturing

Company

City Attorney recommending approval of the mutual release with Schmalz Precast Concrete Manufacturing Company as part of the mediation of Berry vs. City Of Dubuque & Schmalz Precast Concrete Manufacturing Company.

Suggested Disposition: Receive and File; Approve

21. Bloomberg Philanthropies Youth Climate Action Grant Application Submittal

City Manager recommending City Council approval of a grant application and funding request to the Bloomberg Youth Climate Action (YCAF) grant program.

Suggested Disposition: Receive and File; Approve

22. Signed Contracts

Biechler Electric, Inc. for Community AED Implementation; Center for Public Safety Excellence for self-assessment of the Dubuque Fire Department; Dubuque Visiting Nurse Association for the Healthy Homes and Childhood Lead Poisoning Prevention Program; Emergency Services Consulting International to conduct personnel assessment programs for promotion to various positions in the Dubuque Fire Department; Everflow, LLC First Amendment for snow removal; Geisler Brothers Co for WRRRC HVAC PM Services; Hattery Real Estate Appraisals, LLC for Acquisition review appraisal and potential excess property review appraisal; Houck Transit Advertising for Transit Exterior Advertising; Hoyne Landscaping & Snow Plowing, Inc. for 2025-2026 Snow/Ice Removal from Public Sidewalks; Lamar Companies for Lease Agreement; Lange Sign Group Quotation and Purchase Agreement for Parking Ramp Electronic Sign; Leslein Trucking for Water treatment lime sludge hauling and disposal services; Lotus Engineering & Sustainability, LLC for Green House Gas Inventory; Shive-Hattery for design services for electrical vehicle charging stations for the City of Dubuque JULE site; Strand Associates for Design Services, Bidding-Related Services, and Construction-Related Services Terminal Street Pumping Station Phase 1 Improvements.

Suggested Disposition: Receive and File

23. Resolution Approving the Consent to Assignment in the matter of the Development Agreement by and between the City of Dubuque, Iowa and CARich Properties, LLC

City Manager recommending City Council adopt the attached Resolution approving the consent to the assignment by the Developer, CARich Properties, LLC, of its rights and obligations in the Development Agreement, dated August 3, 2025, by and between the City of Dubuque and CARich Properties, LLC, to Rider Lacy Block, LLC.

RESOLUTION Approving The Assignment Of The Development Agreement By And Between The City Of Dubuque And CARich Properties, LLC To Rider Lacy Block, LLC

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

24. Adoption of Supplement Number 2025 S-18 to the City of Dubuque Code of

Ordinances

City Clerk recommending approval of the resolution adopting Supplement No. 2025 S-18 as part of the Code of Ordinances of the City of Dubuque.

RESOLUTION Adopting Supplement No. 2025 S-18 To The Code Of Ordinances Of The City Of Dubuque, Iowa

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

25. Approval of Retail Alcohol Licenses

City Manager recommending City Council approval of retail alcohol licenses as submitted.

RESOLUTION Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits

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

26. Approval of Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permit Applications

City Manager recommending City Council approval of the retail tobacco, tobacco products, alternative nicotine products, vapor products, and device permits as submitted.

RESOLUTION Approving Applications for Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permits, as Required by Iowa Code 453A.47A and 453E.3

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

ITEMS SET FOR PUBLIC HEARING

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

1. Setting a Public Hearing to Dispose of City Owned Property North of Cedar Crest Court in Dubuque Iowa

City Manager recommending City Council adopt a resolution setting a public hearing for the disposal of City Owned Property lying north of Cedar Crest Court in Dubuque Iowa be held on January 5, 2026.

RESOLUTION Of Intent To Dispose Of An Interest In City Of Dubuque Real Estate Located North Of Cedar Crest Court Pursuant To Agreements Between The City Of Dubuque And JJR Investments, LLC And Between The City Of Dubuque And BNZ Properties, LLC

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for January 5, 2026

2. Tanglewood Court Storm Sewer Extension Project - Setting a Public Hearing and Initiate Public Bidding Process

City Manager recommending City Council set a public hearing for January 5, 2026, and authorize the public bidding process and to preliminarily approve the plans,

specifications, form of contract and estimated cost of \$131,501.54 for the Tanglewood Court Storm Sewer Extension Project through the adoption of the attached resolution.

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

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for January 5, 2026

3. Setting a Public Hearing to approve the Subordination Agreement for properties located at 675 and 677 West 3rd Street

City Manager recommending City Council set a public hearing for January 5, 2026, to approve the Resolution approving a Subordination Agreement between the City of Dubuque, Iowa, Masterpiece Properties, LLC, and Mound City Bank.

RESOLUTION Setting A Public Hearing For A Subordination Agreement By And Among The City Of Dubuque, Iowa, Masterpiece Properties, LLC And Mound City Bank For Interest In City Properties Located At 675 And 677 W 3rd Street

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for January 5, 2026

4. Grand Harbor Hotel - Assignment Of Development Agreement

City Manager recommending City Council adopt a resolution to set a public hearing for January 5, 2026, for the assignment of the Development Agreement from Westdale Capital Investors 3, LP to Riddle's Group, Inc.

RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On An Assignment Of The Development Agreement Between The City Of Dubuque, Iowa And Westdale Capital Investors 3, LP As Successor In Interest To Platinum Holdings, LLC To Riddle's Group, Inc., Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On The Proposed Assignment Of The Development Agreement, And Providing For The Publication Of Notice Thereof

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for January 5, 2026

5. Grand Harbor Hotel - Assignment of Lease Agreement

City Manager recommending City Council adopt a resolution to set a public hearing for January 5, 2026, for the assignment of the Lease Agreement from Westdale Capital Investors 3, LP to Riddle's Group, Inc.

RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On An Assignment Of The Lease Agreement Between The City Of Dubuque, Iowa And Westdale Capital Investors 3, LP As Successor In Interest To Platinum Holdings, LLC To Riddle's Group, Inc., Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On The Proposed Assignment Of The Lease Agreement, And Providing For The Publication Of Notice Thereof

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for January 5, 2026

6. Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and GT Novelty Condos, 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 January 5, 2026, on a proposed Development Agreement by and between the City of Dubuque, Iowa and GT Novelty Condos, 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 Gt Novelty Condos, 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 January 5, 2026

BOARDS/COMMISSIONS

1. Boards and Commission Appointments

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

Arts and Cultural Affairs Advisory Commission

One, 3-Year term through June 30, 2027 (Vacant At Large term of Loney-Bichell)
Applicants:

Jim Albee, 535 West 5th St. - Additional Applicant

Ryan Arians, 1201 Madera St.

Addison Aronson, 208 Bluff St. - Additional Applicant

Aaron Hefel, 515 ½ West 8th St. - Additional Applicant

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. Request to Rezone 514 and 518 East 22nd Street

Proof of publication on notice of public hearing to consider a request from Jacob Kohlhaas to rezone property located at 514 and 518 East 22nd Street from R-2A Alternate Two-Family Residential to R-3 Moderate Density Multi-Family Residential zoning district, and Zoning Advisory Commission recommending approval.

ORDINANCE Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At 514 East 22nd Street And 518 East 22nd Street From R-2A Alternate Two-Family Residential District To R-3 Moderate Density Multi-Family Residential District

Suggested Disposition: Receive and File; Motion B; Motion A

2. Request to Rezone 2900 Block of Davenport Street

Proof of publication on notice of public hearing to consider a request from Sean Schriver to rezone property located at 2900 Block of Davenport Street (PINs 1014281004 and 1014278025) from AGc Agriculture with Conditions and R-1 Single Family Residential to AG Agriculture Zoning District, and Zoning Advisory Commission recommending approval.

ORDINANCE Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At 2900 Block of Davenport Street From AGc Agriculture with Conditions (PIN1014281004) and R-1 Single Family Residential (PIN 1014278025) to AG Agriculture District.

Suggested Disposition: Receive and File; Motion B; Motion A

3. Resolution Approving a 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

Proof of publication on notice of public hearing to consider City Council adopt the attached Resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Staver-Muench, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations, and City Manager recommending approval.

RESOLUTION Approving A Development Agreement By And Between The City Of Dubuque, Iowa And Staver-Muench, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations

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

PUBLIC INPUT

At this time, anyone in the Council Chambers may address the City Council on the

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

ACTION ITEMS

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

1. Commercial Air Service Minimum Revenue Guarantee

City Manager recommending City Council select the January 15, 2025, service termination date with Denver Air at an estimated cost of \$215,515 for the month of January.

Suggested Disposition: Receive and File; Council

2. Contract for Services Between the City of Dubuque and Greater Dubuque Housing Trust Fund

City Attorney recommending City Council approval of the attached Contract for Services with the Greater Dubuque Housing Trust Fund and authorize the City Attorney to execute the agreement on behalf of the City.

RESOLUTION Authorizing Execution Of Contract For Services Between The City Of Dubuque And Greater Dubuque Housing Trust Fund

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

3. Repeal of Title 2, Chapter 5, Article D - Trust Fund Advisory Committee

City Attorney recommending City Council repeal of Title 2, Chapter 5, Article D – Trust Fund Advisory Committee in the City Code.

ORDINANCE Amending City Of Dubuque Code Of Ordinances Title 2 Boards And Commissions, Chapter 5 Housing Agency And Community Development Commissions, Article D Trust Fund Advisory Committee By Repealing The Entirety Of Article D

Suggested Disposition: Receive and File; Motion B; Motion A

4. Special Events Ordinance Amendment and Process Improvements

City Clerk recommending City Council adopt the ordinance amending Title 10, Chapter 4 on special events which modifies definitions and procedures. City staff will present on the amendment and updates to the special events process.

ORDINANCE Amending City Of Dubuque Code Of Ordinances Title 10 Public Ways And Property, Chapter 4 Parades, Assemblies And Special Events

Suggested Disposition: Receive and File; Motion B; Motion A

5. Approval of Updates to Downtown Rehabilitation and Housing Creation Incentives Guideline Documents

City Manager recommending City Council approval of updated guideline

documents of currently available financial incentives for building redevelopment and housing creation within the Greater Downtown Urban Renewal Area, with the addition of incentives for for-sale condominiums in multifamily buildings and that existing units must have been vacant for at least 3 years to qualify for City incentives.

RESOLUTION Approving Updated Downtown Rehabilitation Grant Program Guidelines And Amended Downtown Housing Creation Grant Guidelines Version 2025.1

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

6. Ninth Amendment to the Development Agreement by and between the City of Dubuque, Iowa and GT Novelty, LLC and GT Novelty Condos, LLC

City Manager recommending City Council adopt the resolution approving the Ninth Amendment to the Development Agreement with GT Novelty, LLC and GT Novelty Condos, LLC.

RESOLUTION Approving The Ninth Amendment To The Development Agreement By And Between The City Of Dubuque, Iowa And Gt Novelty, LLC And Gt Novelty Condos, LLC

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

COUNCIL MEMBER REPORTS

CLOSED SESSION

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

ADJOURNMENT

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

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

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

Individuals requiring special assistance should contact the City Clerk's Office as soon as feasible at (563) 589-4100, cityclerk@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:	Recognition of Iowa DOT District 6 Engineer Jim Schnoebelen
SUMMARY:	City staff will recognize Iowa Department of Transportation (DOT) District 6 Engineer Jim Schnoebelen on his retirement and acknowledge his contributions to the City of Dubuque throughout his tenure.
SUGGESTED DISPOSITION:	
ATTACHMENTS:	None

**City of Dubuque
City Council**

PRESENTATIONS # 2.

ITEM TITLE:	Recognition of Outgoing Council Members Susan Farber and Ric Jones
SUMMARY:	A formal acknowledgment will be made recognizing the service of outgoing Ward One Council Member Susan Farber and At-Large Council Member Ric Jones.
SUGGESTED DISPOSITION:	
ATTACHMENTS:	None

**City of Dubuque
City Council**

PROCLAMATIONS # 1.

ITEM TITLE: Veterans Appreciation Month (December 2025)
SUMMARY: On behalf of Dubuque County Veteran Services, Tri-State Women Warriors, and Veterans Freedom Center.
SUGGESTED DISPOSITION:

ATTACHMENTS:
1. Proclamation



PROCLAMATION

WHEREAS, the service and sacrifice of soldiers and veterans are among the greatest contributions to our nation, and the hardships many have endured deserve our deepest recognition and continued commitment to justice and care; and

WHEREAS, Dubuque and the surrounding area have Veteran organizations for the Army, Marines, Navy, Air Force, Space Force, and Coast Guard; and

WHEREAS, appreciation for veterans from our community is welcome and deserved and should be shown to them every day of the year.

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

“VETERANS APPRECIATION MONTH”

IN THE CITY OF DUBUQUE, IOWA AND CALL UPON THE PEOPLE OF THE DUBUQUE AREA TO RECOGNIZE OUR NATION’S MOST HEROIC MILITARY VETERANS EVERY DECEMBER.

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC, City Clerk

2025: Submitted by Roger Richard and accepted by Beth Fleming, Randy Rennison, Terry Lewis and Bob Schemmel.

**City of Dubuque
City Council**

CONSENT ITEMS # 1.

ITEM TITLE: Minutes and Reports Submitted

SUMMARY: City Council Proceedings of December 1 and 8, 2025; Airport Commission of September 23 and October 9, 2025; Five Flags Civic Center Advisory Commission of September 8, 2025; Human Rights Commission of November 18, 2025; Parks and Recreation Advisory Commission of October 21, 2025; Zoning Advisory Commission of November 5, 2025; Proof of Publication for City Council Proceedings of November 17, 2025; Proof of Publication for Expenditure Reports presented at the November 17, 2025, City Council meeting.

SUGGESTED DISPOSITION: Receive and File

ATTACHMENTS:

1. Airport Commission Minutes of October 9 2025
2. Airport Commission Minutes of September 23 2025
3. Five Flags Civic Center Advisory Commission Minutes
4. Park and Recreation Advisory Commission Minutes
5. Zoning Advisory Commission Minutes
6. Proof of Publication for City Council Proceedings
7. Proof of Publication for Expenditure Reports
8. 12 1 25 City Council Minutes
9. 12 8 25 City Council Minutes
10. Human Rights Commission Minutes

**DUBUQUE REGIONAL AIRPORT
COMMISSION MEETING**

Thursday, October 9, 2025

4:00 p.m.

Dubuque Regional Airport
Terminal Conference Room

PRESENT: RJ Blocker, Mariann Kurtz Weber, Michael Phillips, Bob Woodward

ABSENT: None

STAFF: Todd Dalsing, Dan Klaas (on phone), Jenny Messerich, Matt Skinner

GUESTS: Peter Quill

*Commissioner Ron Vaughn sworn in for four-year term.

AIRPORT COMMISSION MINUTES

None.

RECOGNITION

None.

ITEMS SET FOR PUBLIC HEARING

None.

PUBLIC HEARING.

None.

PUBLIC INPUT

None.

ACTION ITEMS

1. Restaurant Lease: Commissioner Bob Woodward moved to approve Resolution No. 1500-1-2025 approving the restaurant lease with Doyle's Landing. Commissioner Ron Vaughn seconded the motion. The motion passed unanimously.

STAFF MEMBER REPORTS

Airport Director Todd Dalsing provided the monthly air operations statistics and correspondence since the last Commission meeting. The Commission agreed to create an Air Service Subcommittee with Mariann Kurtz Weber and Bob Woodward serving as members. The goal of the Subcommittee is to keep sustainable air service in the community.

COMMISSIONER MEMBER REPORTS

Commissioner Bob Woodward spoke about his experience using Denver Air on two occasions. Commissioner Mariann Kurtz Weber discussed providing a one-page document of facts regarding the current air service. Commissioner Ron Vaughn spoke about the EAA Breakfast and the Young Eagles Breakfast.

NEXT COMMISSION MEETING

The next scheduled Commission meeting is October 28, 2025.

Commissioner Ron Vaughn moved to adjourn the meeting at 4:56 p.m. Commissioner Bob Woodward seconded the motion.

Minutes respectfully submitted by Jenny Messerich.

**DUBUQUE REGIONAL AIRPORT
COMMISSION MEETING**

Tuesday, September 23, 2025

4:00 p.m.

Dubuque Regional Airport

Terminal Conference Room

PRESENT: RJ Blocker, Doug Brotherton, Mariann Kurtz Weber, Michael Phillips, Bob Woodward

ABSENT: None

STAFF: Todd Dalsing, Dan Klaas (on phone), Jenny Messerich

GUESTS: Mary Gronen

*Commissioner Mariann Kurtz Weber sworn in for four-year term.

AIRPORT COMMISSION MINUTES

Commissioner Bob Woodward moved to approve the minutes of the August 12, 2025 meeting. Commissioner Mariann Kurtz Weber seconded the motion. The motion passed unanimously.

RECOGNITION

Commissioner Doug Brotherton recognized for 30 years of service.

ITEMS SET FOR PUBLIC HEARING

None.

PUBLIC HEARING.

None.

PUBLIC INPUT

None.

ACTION ITEMS

None.

STAFF MEMBER REPORTS

Airport Director Todd Dalsing provided the monthly staff reports.

COMMISSIONER MEMBER REPORTS

Commissioners Mariann Kurtz Weber and Bob Woodward both spoke on minimum revenue guarantee funding. Commissioner Bob Woodward provided an update on the EAA Pancake Breakfast.

NEXT COMMISSION MEETING

The next scheduled Commission meeting is October 28, 2025.

Commissioner Mariann Kurtz Weber moved to adjourn the meeting at 4:46 p.m. Commissioner RJ Blocker seconded the motion.

Minutes respectfully submitted by Jenny Messerich.



Five Flags Civic Center Advisory Commission Meeting September 8, 2025

COMMISSIONERS PRESENT:	Bryce Parks, McKenzie Blau, Colleen Myers, Alan Schumacher
COMMISSIONERS ABSENT:	Sara Tandy
STAFF PRESENT:	Tom Robbins, Greg Olson, Jayme Mescher, Alyson Tasker, Nick Farfan, Kalib Walling, Don Lorenz
OTHERS PRESENT:	Acting Project and Facilities Manager Marie Ware
CALL TO ORDER:	Parks called the meeting to order at 3:30 PM.
OATH OF OFFICE:	Chair Parks administered the Oath of Office to Blau and Myers.
MINUTES APPROVED:	Commissioner Blau motioned to approve the minutes of June 2, 2025 meeting. Seconded by Myers. Motion passed unanimously.
INTRODUCTION OF OVG:	Assistant General Manager/Director of Bookings Tom Robbins introduced himself as well as the remainder of the OVG team that staff Five Flags. Ryan Bonifas serves as the General Manager of both Five Flags and Grand River Center. The other shared positions between the two facilities are Sr. Director of Operations Jayme Mescher and Chief Engineer Don Lorenz. Five Flags has Greg Olson as Director of Finance, Alyson Tasker as Sr. Box Office and Marketing Manager, Sr. Event Manager Nick Farfan, Maintenance Supervisor Adam Davis, and Production Manager Kalib Walling. They are still working to fill the positions of Food and Beverage Manager, Operations Manager, and Manager of Partnerships. Each of the staff members present shared a little about themselves and their position. The Commissioners then introduced themselves.
TRANSITION TO DATE:	Since July 1 the staff has been busy inventorying, cleaning, organizing, working on ways to conserve energy in the facility, securing the facility, hiring, training, and onboarding staff and more. Much work was done to ensure the first major concert, Treaty Oak Revival, was a great experience for the almost 4000 concert goers. Staff shared that a strength of OVG is the training and mentoring received from regional and corporate staff. This is helping the staff set up for success.
UPDATE FROM ASSISTANT GENERAL MANAGER TOM ROBBINS ON BOOKINGS AND EVENTS:	Robbins reported that he is busy working on booking events for the Center. He noted several theater shows upcoming. Iowa Power arena football had its first exhibition games in the arena. Tasker reported on the shows just announced and shared more will be coming.

**UPDATE FROM
DIRECTOR OF
OPERATIONS
JAYME MESCHER**

Mescher shared that staff are learning the systems and becoming familiar with the facility. It was noted that staff have been able to cool the building areas so that guest comfort has been greatly improved with it being cool enough during the events in each area of the building.

**UPDATE FROM
DIRECTOR OF
FINANCE GREG
OLSON:**

Olson shared the quarterly financials report with commission members. ASM closed the fiscal year \$262,595 over the benchmark set. Ware reported this additional loss is proposed to be covered with other savings in the parks and recreation department budget during the FY 26 Budget Amendment #1. Olson reported that a streamlined payment system is being set up for accounts payable vendors which will benefit staff and the vendors as well.

ADJOURNMENT:

It was moved by Blau, seconded by Parks, to adjourn the meeting 3:50 p.m. Unanimous.

NEXT MEETING:

December 1, 2025, 3:30 p.m.

PARK AND RECREATION COMMISSION MEETING
Tuesday, October 21st, 2025
Bunker Hill Golf Course
2200 Bunker Hill Road, Dubuque, Iowa 52001

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

ABSENT: Jess Ochoa, and Lori Ollendick

STAFF PRESENT: Dan Kroger, Steve Fehsal, Matt Kalcevich, and Angie Metcalf

CALL TO ORDER: Ron called meeting to order at 4:36 p.m.

MINUTES APPROVED VOTE:

It was moved by Kennicker, second by Tigges, to approve the minutes of the September 9, 2025, meeting. Unanimous.

PUBLIC INPUT:

None

INTRODUCTION OF PARKS AND RECREATION DIRECTOR; MATT KALCEVICH

Matt Kalcevich began by sharing his background in parks and recreation, highlighting his previous roles and accomplishments. He expressed his enthusiasm for joining Parks and Recreation with the City of Dubuque.

DISCUSS AND CONFIRM A NOVEMBER ALTERNATE MEETING DATE:

The commissioners discussed and agreed on November 18th for the next meeting date.

PARKS AND RECREATION COMPREHENSIVE MASTER PLAN

Recreation Division Manager, Dan Kroger, provided an update on the master plan along with the updated timeline of completion. Parks and Recreation Director, Kalcevich explained the completion date is being moved to February 2026 to allow more time for public input regarding the draft of the Master Plan.

PROJECT UPDATE

Parks Division Manager, Steve Fehsal, advised of park projects that were recently funded via a budget amendment that passed such as repairs to some buildings and the tree line at Eagle Point Park, tennis court renovations and playground replacement.

COMMISSION COMMUNICATION / QUESTIONS:

ADJOURNMENT:

It was moved by Tigges, second by Robin, to adjourn the meeting at 5:28 p.m. Unanimous.

**MINUTES
ZONING ADVISORY COMMISSION
REGULAR SESSION**

6:00 p.m.

Wednesday, November 5, 2025

City Council Chambers, Historic Federal Building

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

Commissioners Excused: Teri Zuccaro

Commissioners Unexcused: None.

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

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

MINUTES: Motion by Christ, seconded by Mulligan, to approve the minutes of the October 1, 2025 meeting. Motion carried by the following vote: Aye – Christ, Froistad, Lohrmann, Norton, Russell, and Mulligan; Nay – none.

Commissioner Norton recused himself from the meeting.

ACTION ITEM/ASSESSMENT OF SIGNIFICANT CHANGE: Application of the City of Dubuque, for property located at Radford Road to review proposed changes to the conceptual plan for the Planned Unit Development with PR-Planned Residential zoning district designation.

Pat Norton, Buesing & Associates, 1212 Locust Street, spoke on behalf of the applicant. He explained that since the original conceptual plan was approved that they found the terrain of the site was different than the preliminary contours showed, and so they now desire to rotate the side layout by 90° and relocate the entrance further north.

Commissioner Russell asked why they believed the changes were not significant. Mr. Norton replied that it still has the same number of units and parking stalls, they're just rotating the project on the site.

Chairperson Mulligan asked about the relocation of the curb cut. Mr. Norton replied that it moved north and is now closer to the center of the property.

There was no public input.

Staff Member Moon detailed the staff report noting that the Commission is being asked

to assess if the change to the concept plan is significant. She explained that the Unified Development Code does grant authority to the City Planner to generally make a determination of whether a change to the development is significant, however there are some instances where the Commission may be asked to provide guidance as is the case this instance.

She explained that the development is still on the west side of the property and the buildings are the same size, that the same number of residential units are proposed and the same quantity of parking spaces. She noted the access drive is relocated about 200' north and that a detention of stormwater would still be required. . She noted that the new concept plan was reviewed by the development review team and that specifically the Engineering Department has evaluated the modified driveway location. She explained that if the amended conceptual plan is found to be substantially compliant with the previously adopted plan, then a PUD amendment would not be required.

Chairperson Mulligan noted that the other apartments to the north are oriented in a similar layout on that site, and that the project is generally the same and so he thought it made sense to approve the request.

Commissioners Christ and Russell expressed agreement, with Commissioner Russell noting the new arrangement would require less grading.

Motion by Russell, seconded by Christ, to find that there was not a significant change to the concept plan. Motion carried by the following vote: Aye – Christ, Froistad, Lohrmann, Russell, and Mulligan; Nay – none.

Commissioner Norton returned to the meeting.

PUBLIC HEARING/PUD AMENDMENT: Application of James Steiner, University of Dubuque to amend the ID Institutional zoning district to for property located at 2000 University Avenue to allow the construction of a new academic and administrative building.

James Steiner, University of Dubuque (UD) Vice President of Finance & Auxiliary Services, spoke on behalf of the application. He stated that they are seeking to construct a campus innovation center and add the property at 2104 Bennett Street to their district. He noted the new building would be constructed where Smith Hall is now, and it would have 75,000 square feet of interior area. He said the construction would start in 2026 and finish in 2027. He stated the center will provide interdisciplinary, collaborative, hands-on and team-oriented learning opportunities. He stated UD will work to comply with all required regulations.

Catherine Behnke, 1380 O'Hagen Street, stated that she has experienced increased water runoff at her property and in the surrounding area particularly since Hardees and McGovern Hardware were demolished and turned into gravel lots. She expressed concern for this flooding but did not know who to direct her inquiry to.

Mr. Steiner stated the new building will comply with stormwater management requirements. He noted that the gravel lots along University have not been developed because they are waiting on the City's roundabout study.

Staff Member Schrobilgen detailed the staff report explaining that new building is to be built at the corner of McCormick and Grace Streets where Smith Hall sits currently. He noted that the Security Department is temporarily relocating from Smith Hall to 2104 Bennett Street, so UD is seeking to incorporate that property into their Institutional District. He stated that the Bennett Street property will return to a residential use once the new building is completed. He stated that there are two reasons to amend an Institutional District, which include when there is a substantial construction project or when the borders of the district are being modified, and that this request includes both of those. He stated that staff will look into the runoff issue that Ms. Behnke brought up and put her in touch with the Engineering Department. He noted that this project will be required to go through site plan review with the Development Review Team.

The Commissioners had no questions or concerns.

Motion by Norton, seconded by Christ, to approve the PUD amendment as submitted. Motion carried by the following vote: Aye – Christ, Froistad, Lohrmann, Norton, Russell, and Mulligan; Nay – none.

Commissioner Norton recused himself for the following public hearing.

PUBLIC HEARING/PUD AMENDMENT: Application of Eric Dregne, Next Level, LLC to amend the Planned Unit Development for property located at Wood Street by updating the conceptual development plan and amending the lot and bulk regulations.

Eric Dregne, 8618 Fisher Road, Galena, spoke on behalf of the applicant. He stated they are seeking to plat the home sites for Rosalynn Carter Place and as a result of creating new lots are seeking to amend the PUD ordinance governing those lots.

There was no public input.

Staff Member Moon detailed the staff report explaining that a PUD was approved in November 2024 and that the applicant came before the Commission just in October with the subdivision plat. She stated that the property was subdivided to created lots for each home, and now the bulk regulations are being established in the PUD ordinance. She noted that there are now 14 single-family homes planned, rather than 16 in the previously conceptual plan, and that the number of parking spaces is not changing. She noted the main change is to the bulk standards for lot size, frontage, coverage, setbacks, and maximum height, and that a section to allow for Variance and Special Exception requests was also added. She noted that neighbors have called in to get information about the change, but none have had concerns to register.

Commissioners had no questions or concerns.

Motion by Christ, seconded by Russell, to approve the PUD amendment as submitted. Motion carried by the following vote: Aye – Christ, Froistad, Lohrmann, Russell, and Mulligan; Nay – none.

Commissioner Norton returned to the meeting.

PUBLIC HEARING/PUD AMENDMENT: Application of Jill Connors, City of Dubuque to amend the Dubuque Industrial Center West Planned Unit Development signage regulations to allow directional signs to be 24 square feet in area.

Jason Duba, Assistant Planner, spoke on behalf of the applicant. He explained that Universal Tank is seeking to install 24 square foot directional signs. Rather than apply for a variance that would just affect this property, the City of Dubuque Economic Development Department saw the benefit in applying to change the regulation for all of Dubuque Industrial Center West. He explained that the larger directional signs can improve traffic flow and safety, especially for the movements of semi-trucks, and he noted that directional signs are not primarily for advertising the business at that location. He noted that this same increase in area was approved for the Dubuque Industrial Center South, so they felt it was fair to apply the same standard here.

There was no public input.

Commissioner Russell asked about the company logo on the sign renderings for the Universal Tank directional signs, and Staff Member Duba replied that they help to identify the location for people viewing the signs. Commissioner Russell asked how many directional signs are allowed, and Staff Member Duba replied that they are not limited but that the city does not anticipate them becoming a blight on the landscape.

Commissioner Froistad asked if smaller signs could be effective, and Staff Member Duba replied that it was a matter of degrees.

Commissioner Christ stated that it was only fair to allow 24 square foot directional signs since the Dubuque Industrial Center South allows them.

Commissioner Lohrmann asked about other sign types, and Staff Member Duba replied that there is a table of sign types and area allowances in the PUD ordinance. He clarified that directional signs are referred to as Secondary Signs in this ordinance.

Commissioner Russell said he felt that 24 square feet is too big, but it's only fair to allow them since DICS has them.

Staff Member Moon said that these types of signs are not generally abundant, and they serve a specific purpose.

Motion by Norton, seconded by Christ, to approve the PUD amendment as submitted. Motion carried by the following vote: Aye – Christ, Froistad, Lohrmann, Norton, Russell, and Mulligan; Nay – none.

ITEMS FROM PUBLIC: None.

ITEMS FROM COMMISSION: Chairperson Mulligan brought up the fact that PUD changes are interesting. He referred to his experience with The Farm's PUD and the fact that they are often too strict at first. He suggested there should be a second step to allow for adjustment of plans without requiring amendment.

Commissioner Norton compared this to a preliminary plat and final plat version.

Staff Member Moon acknowledged that it is a lot to ask a developer to have everything figured out right from the start. She discussed the benefits of a PUD and the need to have a conceptual plan. She said that it is understood that modifications may be needed, and the City Planner can determine whether those modifications are in substantial compliance with the approved conceptual plan. She said there is an internal review process before even coming to the ZAC.

Commissioner Russell encouraged the City Planner to have more flexibility with approving changes in concept plans.

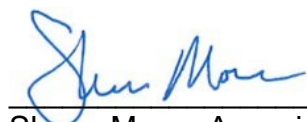
Commissioner Norton stated that the same flexibility should be given to Institutional District. Staff Member Schrobilgen confirmed that an ID is a form of PUD district.

ITEMS FROM STAFF: Staff Member Moon noted the UDC update is moving forward and that we hope to have more information to share in the near future.

ADJOURNMENT: Motion by Russell, seconded by Christ to adjourn the November 5, 2025, Commission meeting. Motion carried by the following vote: Aye – Christ, Froistad, Lohrmann, Norton, Russell, and Mulligan; Nay – none.

The meeting adjourned at 6:43 p.m.

Respectfully submitted,



Shena Moon, Associate Planner

December 3, 2025

Adopted

STATE OF IOWA
DUBUQUE COUNTY

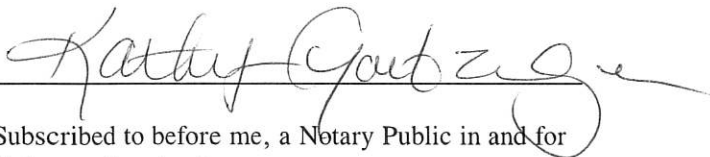
SS:

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:

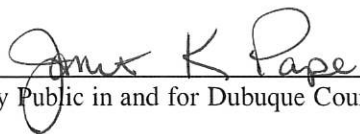
11/26/2025

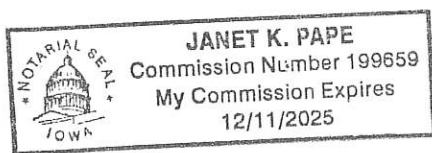
and for which the charge is 439.75



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

this 26th 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 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 Childrens Outdoor Bill of Rights (COBOR): Motion by Sprank to receive and file the documents and adopt Resolution No. 376-25 Dubuque Childrens 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 Dubuques 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 Forwards fiscal agency agreement and utilizing its 501(c)(3) status. City Council Members commended the groups enthusiasm and recognized the timely alignment of their efforts with the upcoming release of the Citys 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 DuTracs building. He emphasized DuTracs 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 Commissions 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 DuTracs 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 Departments 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 areas 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 Departments 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 Departments 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

1t 11/26

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:

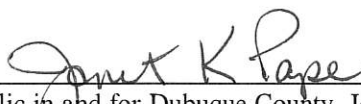
11/26/2025

and for which the charge is 453.77

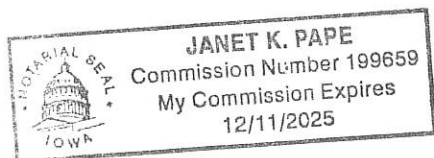


Subscribed to before me, a Notary Public in and for Dubuque County, Iowa,

this 26th day of November, 2025



Notary Public in and for Dubuque County, Iowa.



COUNCIL APPROVAL

PAYDATE 11-19-2025

VENDOR NAME NET AMOUNT INVOICE DESCRIPTION; 1800TShirts \$
 436.00 MLOD T-SHIRTS; 1800TShirts 102.00 Parking Meter
 Enforcement Employee Uniforms; 1800TShirts 118.50 Parking
 Meter Enforcement Employee Uniforms; 563 DESIGN PLLC 2,000.00
 ST5 Emergency Repair-Stair Replacement; A-1 STORAGE SERVICE
 175.00 STORAGE CONTAINER -BRANCHING OUT DBQ; ADDOCO INC 480.00
 MULCH FOR GREENHOUSE AREAS; ADDOCO INC 440.00 MULCH FOR BEE
 BRANCH; AHMANN'S LAWN CARE INC 195.00 LAWN CARE AT MCCOY LOT;
 AIRGAS USA LLC 16.74 Medical Oxygen for Ambulances; AIRGAS USA
 LLC 2.79 MONTHLY TANK RENTALS FOR WATER TRT.PROCESS; AIRGAS
 USA LLC 5.58 MONTHLY TANK RENTALS FOR WATER TRT.PROCESS;
 AIRGAS USA LLC 687.23 Service - Bulk Tank Inspection; AIRGAS
 USA LLC 2,888.17 FY2026 BLANKET PO - CO2 FOR WATER TREATMENT
 PROCES; AIRGAS USA LLC 20.36 Medical Oxygen for Ambulances;
 ALLIANT ENERGY 172.65 FY26 Electric Traffic & Street Lights;
 ALLIANT ENERGY 140.56 FY26 Electric Traffic & Street Lights;
 ALLIANT ENERGY 55.57 FY26 Electric Traffic & Street Lights;
 ALLIANT ENERGY 58.84 FY26 Electric Traffic & Street Lights;
 ALLIANT ENERGY 6,785.46 FY 2026 Energy Costs for Various
 Locations; ALLIANT ENERGY 54.05 FY26 Electric Traffic & Street
 Lights; ALLIANT ENERGY 35.12 FY26 Electric Traffic & Street
 Lights; ALLIANT ENERGY 21.22 FY26 Electric Traffic & Street
 Lights; ALLIANT ENERGY 120.86 FY26 Electric Traffic & Street
 Lights; ALLIANT ENERGY 313.07 ELECTRIC BILLS FOR FY26; ALLIANT
 ENERGY 53.55 FY26 Electric Traffic & Street Lights; ALLIANT
 ENERGY 0.67 FY26 Electric Traffic & Street Lights; ALLIANT
 ENERGY 69.43 FY26 Electric Traffic & Street Lights; ALLIANT
 ENERGY 80,572.47 FY2026 BLANKET PO - ELECTRICITY COSTS;
 ALLIANT ENERGY 43.54 FY26 Electric Traffic & Street Lights;
 ALTORFER INC 77.52 UNIT #3910 - FILTERS; ALTORFER INC 200.65
 UNIT #3475 - SEALS, REGULATOR; ALTORFER INC 91.91 UNIT #3475 -
 CLAMP-STEEPE; ALTORFER INC 542.77 UNIT #3475 - CYLINDER; Amano
 McGann Inc 2,571.00 Amano McGann Amano One Elite Software
 Package; ANTHONY J ELSKAMP 377.42 TRAVEL REIMBURSEMENT;
 Applied Technology Group Inc 3,630.00 Bluebeam Upfront
 Subscription; Ascendance Trucks LLC 605.28 Unit #1910 - Valve
 Cover Gasket Parts/Service; Ascendance Trucks LLC 71.99 Stock
 Hoses; Ascendance Trucks LLC 282.43 Unit #3417 - King Pin Kit;
 Ascendance Trucks LLC 189.61 Unit #3417 - MOTOR KIT, WIPER,
 WINDSHIELD; ATLANTIC BOTTLING COMPANY 206.70 Coke and Diet
 Coke; Austin Manders 1,008.20 Per Diem DRE School; AV FUEL
 63.79 Blanket Purchase Order - Aviation Fuel; AV FUEL
 21,974.03 Blanket Purchase Order - Aviation Fuel; BEKIM &
 JENNIFER DEMA 112.50 95 VALLEY OWNER OCCUPIED CREDIT; BELLEVUE
 HERALD-LEADER INC 661.00 Half Page Advertisement; BILL AND
 COLLEEN MCDERMOTT 56.25 2643 WINDSOR SALE REIMBURSEMENT; BILLY
 S DIEUJUSTE 576.94 Northwest U-School Police Staff and
 Command; BILLY S DIEUJUSTE 576.94 Northwest U-School Police
 Staff and Command; BK DIESEL (1,850.00) Complete Reman Turbo
 unit # 2683; BK DIESEL (850.00) 5455956 Turbo, Reman Assy
 Core; BK DIESEL 3,839.13 UNIT #3410 - SERVICE/PARTS '07 F7500
 ISB245 TURBO; BLACK HILLS/IOWA GAS UTILITY CO 58.17 FY26 LF
 BLANKET PO- GAS COSTS; BLACK HILLS/IOWA GAS UTILITY CO 80.95
 FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS; BLACK HILLS/IOWA GAS
 UTILITY CO 112.83 FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS;
 BLACK HILLS/IOWA GAS UTILITY CO 124.11 Locust Ramp Electricity

FY26; Boomerang Corp 586,434.89 Relocate Taxiway Alpha Phase 3
 - Phase 2 Constr.; COUNCIL APPROVAL; 1 of 6; VENDOR NAME NET
 AMOUNT INVOICE DESCRIPTION; BRANDI COWAN 9,286.75 FSS ESCROW
 PAYOUT; Brian D Guy 1,452.20 Police Captain/Assistant Chief
 Assessment; BRUNE ENTERPRISES LLC 5,440.00 FY26 Lawn Services;
 CANVAS PRODUCTS INC 15.00 Repair Gas Mask Pouch; CENGAGE
 LEARNING INC 28.79 Large Print books for circulating
 collection; CES COMPUTERS INC 6,821.00 PPC Data Analyst
 Laptop; CHEM-SULT INC 1,320.50 Polymer for Water Plant
 Treatment; CHRIS KALB 120.00 309 CLARKE PROPERTY SOLD
 REIMBURSEMENT; CHRISTINE J HAPP 239.40 PerDiem for Chris Happ
 Olson. 2025 Ntl Trust Sep25; CINTAS CORP 420.17 Various
 Maintenance - FY26; CINTAS CORP 209.79 FY2026 BLANKET PO -
 UNIFORMS; CINTAS CORP 426.00 Various Maintenance - FY26;
 CINTAS CORP 207.85 FY2026 BLANKET PO - UNIFORMS; CINTAS CORP
 209.79 FY2026 BLANKET PO - UNIFORMS; CINTAS CORP 274.13
 Various Maintenance - FY26; CINTAS FIRST AID & SAFETY 45.33
 FY2026 First Aid Supplies; City of Dubuque 80,862.00 SHORTFALL
 AND SUBSIDY FOR FY26; CITY OF DUBUQUE - UB 988.15 COMMUNITY
 IMPACT SERVICE PROGRAM FR 9/15/25-9/30/2; CLARE SLAGEL 37.50
 2661 NEW HAVEN RENTAL LICENSE OVERPAYMENT; CLARKE UNIVERSITY
 273.94 Franchise Fee FY26; COLE HANSEN 33.75 1208 RHOMBERG
 WITHDRAWAL REIMBURSEMENT; COMMUN-ICATIONS ENGINEERING CO
 725.00 Exit Lane Configuration; CONFLUENCE, INC. 22,455.00
 Historic Millwork District Community Space Design;
 CONSTELLATION NEW ENERGY GAS DIV 1,226.46 FY2026 BLANKET PO -
 GAS COSTS; CONSTELLATION NEW ENERGY GAS DIV 1,667.21 Utility
 gas for library; CONSTELLATION NEW ENERGY GAS DIV 139.12
 NATURAL GAS FOR PARKS; DEAN R MATTOON 400.00 1 hour concert
 11/6/25; DENISE C BLAKELEY-IHRIG 1,631.44 FY2026 BLANKET PO -
 CONSULTANT SERVICES; DENISE C BLAKELEY-IHRIG 3,649.79 FY2026
 BLANKET PO - CONSULTANT SERVICES; DERREK ATHERLEY 281.25 3669
 HILLCREST PROPERTY SALE REIMBURSEMENT; DIETZ ENTERPRISES LLC
 2,581.99 2025 Concrete work in the public ROW; DISH NETWORK
 LLC 153.12 Blanket Purchase Order - Monthly TV Service;
 DITTMER RECYCLING INC 13,731.90 LF- Dittmer Recycling
 Services; DITTMER RECYCLING INC 415.54 Blanket Purchase Order
 - Monthly Refuse Collection; DITTMER RECYCLING INC 150.00
 FY2026 BLANKET PO - SVC TRASH AND RECYCLING CHARGE; DITTMER
 RECYCLING INC 1,697.96 REFUSE FOR OCTOBER 2025; DO PORTUGAL
 CIRCUS 2, LLC 300.00 CIRCUS DEPOSIT REFUND; DRIVE LINE OF
 DUBUQUE INC 13,906.25 SNOW PLOW AND LIFT GATE FOR VEHICLE
 4907; DUBUQUE COMMUNITY SCHOOL DIST 2,685.67 Franchise Fee
 FY26; Dubuque Community School District 50.00 lunchtray 5k
 deposit refund; DUBUQUE CONGREGATIONS UNITED CROP WALK 50.00
 HUNGER WALK DEPOSIT REFUND; DUBUQUE COUNTY E911 BOARD 93.51
 Dubuque County 911; DUBUQUE COUNTY E911 BOARD 93.51 Emergency
 Radio System Access Fees Q4; DUBUQUE COUNTY E911 BOARD 467.55
 Emergency Radio Access Fees; DUBUQUE COUNTY E911 BOARD
 3,459.87 EMERGENCY RADIO SYSTEM ACCESS FEE-PARKS; DUBUQUE
 COUNTY E911 BOARD 1,963.71 FY2026 BLANKET PO - MONTHLY EDACS
 ACCESS FEE; DUBUQUE COUNTY FINE ARTS SOCIETY 300.00 LATINX
 FESTIVAL DEP REFUND; DUBUQUE COUNTY SHERIFF 376.00 Sheriff
 Services for OCTOBER 2025; DUBUQUE COUNTY SHERIFF 6,246.14
 Aug25 Missed Wage Expense; DUBUQUE HOSE & HYDRAULICS 78.80 LF-
 Shop Supplies 10/23/25; DUBUQUE HOSE & HYDRAULICS 392.94 UNIT
 #2703 - HOSE, SWIVEL, HOSE CRIMP SOCKET; DUBUQUE HOSE &
 HYDRAULICS 37.73 UNIT #540004 - WIRE; DUBUQUE HOSE &
 HYDRAULICS 19.18 UNIT #2682 - HOSE WITH INSERT; DUBUQUE HOSE &
 HYDRAULICS 43.00 UNIT #2682 - BALL VALVE; DUBUQUE SIGN COMPANY

60.00 DECALS FOR EQUIPMENT; DUBUQUE SIGN COMPANY 23.90 DECALS
 FOR NEW EQUIPMENT; DYLAN KUTSCH 112.50 1993 HALE RENTAL
 LICENSE OVERPAYMENT; DYNAMIC LIFECYCLE INNOVATIONS INC
 1,544.47 LF-Recycling services; DYNAMIC LIFECYCLE INNOVATIONS
 INC 1,948.84 LF-Recycling services; EASTERN IOWA EXCAV &
 CONCRETE LLC 24,614.58 Balke & Nevada Sanitary Repairs; 2 of
 6; VENDOR NAME NET AMOUNT INVOICE DESCRIPTION; ELDON SCHNEIDER
 38.92 OCT0BER 2025 MILEAGE FOR ELDON SCHNEIDER; ELLIOTT
 EQUIPMENT COMPANY 580.73 UNIT# 4002 - STRAINER, SPRAY TIP,
 RETAINER NUT; EUROFINS ENV TESTING NORTH CENTRAL 10,341.25 LF-
 Leachate & Groundwater Testing; EUROFINS ENV TESTING NORTH
 CENTRAL 912.00 LF- Leachate & Groundwater Testing; EXPRESS
 EMPLOYMENT PROFESSIONALS 222.75 LF-I169- Tour Guide; FEDEX
 11.34 Fed X Shipping Fee-Water Bottle Sample - Lead; FEDEX
 20.47 Fed X Shipping Fee-Water Bottle Sample - Lead; FERGUSON
 WATER WORKS SUPPLY #2516 834.34 PARTS FOR TAPPING MACHINE;
 FOTH INFRASTRUCTURE & ENVIRO LLC 1,402.46 Install PV System;
 FOTH INFRASTRUCTURE & ENVIRO LLC 5,531.34 Install PV System;
 FOTH INFRASTRUCTURE & ENVIRO LLC 7,572.65 Install PV System;
 GANSEN EXCAVATING INC 21,765.75 12704 JFK Slope Stabilization;
 GARY AND CHRIS STELPFLUG 80.00 407-409 LORAS STR
 REIMBURSEMENT; GENUINE PARTS COMPANY INC 42.48 LF-Glass
 Cleaner; GENUINE PARTS COMPANY INC 43.98 UNIT #3451 - WIPER
 BLADE; GENUINE PARTS COMPANY INC 47.96 UNIT #3453 - AIR
 FILTERS; GENUINE PARTS COMPANY INC 109.60 STOCK FILTERS
 10/28/25; GENUINE PARTS COMPANY INC 134.02 STOCK FILTERS
 10/28/25; GENUINE PARTS COMPANY INC 748.94 STOCK FILTERS
 11/05/2025; George Jackson 305.58 Reimbursement for Per Diem
 and Hotel - Cleveland; GRAYMONT WESTERN LIME INC 5,342.40
 FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME; GRAYMONT WESTERN
 LIME INC 5,518.36 FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME;
 GRAYMONT WESTERN LIME INC 5,548.04 FY2026 BLANKET PO - HIGH
 CALCIUM QUICKLIME; HDR ENGINEERING INC 1,212.10 Waste
 Minimization Report Consultant; HILLS & DALES CHILD
 DEVELOPMENT 8,725.07 SPECIAL SERVICES GRANT PROGRAM; HOLY
 SPIRIT PARISH 50.00 HOLY SPIRIT FESTIVAL - DEPOSIT REFUND;
 HOLY SPIRIT PARISH 100.00 HOLY SPIRIT CHILI COOKOFF; HORNUNG'S
 GOLF PRODUCTS, INC. 120.71 PRO SHOP SPECIALTY ITEMS; HOYNE
 LANDSCAPING & SNOW PLOWING 2,429.00 PULVERIZED DIRT; HOYNE
 LANDSCAPING & SNOW PLOWING 781.00 RIP RAP TO VETS; IAN
 STORMONT 52.50 725 FENELON PROPERTY SALE REIMBURSEMENT;
 INFORMATION TODAY INC 502.53 Literary Market Place 2026;
 INFOSEND INC 13,170.06 September Charges; INGRAM LIBRARY
 SERVICES INC. (43.24) Circulating materials for Adult library
 collection; INGRAM LIBRARY SERVICES INC. 2,267.96 Circulating
 materials for Adult library collection; INGRAM LIBRARY
 SERVICES INC. 584.73 Children's books for collection; INGRAM
 LIBRARY SERVICES INC. 23.18 Teen/Young Adult Materials for
 Collection; INGRAM LIBRARY SERVICES INC. 1,988.85 Circulating
 materials for Adult library collection; INGRAM LIBRARY
 SERVICES INC. 130.71 Children's books for collection; INGRAM
 LIBRARY SERVICES INC. 53.00 Teen/Young Adult Materials for
 Collection; INTELIOUS SCREENING SOLUTIONS LLC 277.03 FY26
 Background Checks - October 2025; INTERSTATE POWER SYSTEMS INC
 7,653.33 UNIT# 3471 - PARTS/REPAIR; IOWA DEPARTMENT OF
 AGRICULTURE 75.00 PESTICIDE LICENSE RENEWAL -2026 PARKS; IOWA
 DEPT OF TRANSPORTATION 105.48 Paper for MCTs; IOWA KENWORTH
 INC 1,703.58 Unit #3411: TURBO ACTUATOR KITS; IOWA KENWORTH
 INC 1,907.51 Unit #1921 - KITS, VG TUR ACT SERV; IOWA KENWORTH
 INC 214.49 Unit #3410 - PARTS FOR WO #7980; IOWA KENWORTH INC

176.22 STOCK - GILLIG 11/6/25; IXOM WATERCARE INC. 1,435.00
 Large Battery- Dickinson Mfg; J & R SUPPLY COMPANY 2,737.43
 Repair RD8100 RD10; J & R SUPPLY COMPANY 550.00 Street-
 Guardian Blade 14"; J & R SUPPLY COMPANY 7,460.00 TAPS CORPS
 AND CURBSTOPS -WATER MAINS; J & R SUPPLY COMPANY 7,150.00
 STAINLESS BOLTS FOR WTRMAIN FITTINGS&VALV BOX ADAP.; J & R
 SUPPLY COMPANY 160.00 STOP BOX LARGE BASE FOR 1.5" & 2" TAPS;
 JAKE WILLEY 33.75 370 WINONA SALE REIMBURSEMENT; JASON D DUBA
 119.00 PerDiem Jason Duba Iowa APA 2025 Conf; Jeffrey Dozbaba
 340.00 Reimbursement for Per Diem for travel to ICC Conf.;
 Jeremy Patrick Logan 1,469.00 Police Captain & Assistant Chief
 Assessment; JEREMY R JENSEN 17.17 Assessors Lunch; JULIEN
 DUBUQUE INTERNATIONAL FILM FESTIVAL 50.00 HALLOWEEN PARADE DEP
 REFUND; 3 of 6; VENDOR NAME NET AMOUNT INVOICE DESCRIPTION;
 JUSTINE HULL 85.00 JHull Travel Reimbursement IDOT Traffic &
 ITE; Kanopy Inc 1,064.00 Kanopy Streaming Services for Adult
 Collection; Kara Maxwell 389.00 Reimbursement for Per Diem and
 Hotel Accomodations; KEISHA BRUNS 45.00 350 KLINGENBERG
 PROPERTY SALE REIMBURSEMENT; KEISHA BRUNS 67.50 306 KAUFMANN
 PROPERTY SOLD REIMBURSEMENT; Kieler Service Center 366.64 SHOP
 TOOL REPAIR - GREY FLOOR JACK; KRAMER PEST CONTROL 2,940.00
 Pest Control for 6 Fire Stations (10/1/25-9/31/26); LAUREN
 ELIZABETH EGAN 126.74 FSS Annual Conference; LOCATORS LTD
 30.00 1980 ELLEN PROPERTY SOLD REIMBURSEMENT; LOCATORS LTD
 75.00 3138 HILLCREST PROPERTY SOLD REIMBURSEMENT; LOCATORS LTD
 120.00 REIMBURSEMENT FOR 976 OAK SALE; LOCATORS LTD 120.00
 PROPERTY SOLD REIMBURSEMENT FOR 1365 MISSOURI; LOCATORS LTD
 120.00 SALE OF 1774 LORI - REIMBURSEMENT; LOCATORS LTD 120.00
 1982 JEFFREY SOLD REIMBURSEMENT; LOUCKS & SCHWARTZ 2,175.00
 HCV & MR Unaudited Financials Processing; LUCAS KAHL 140.00
 642 ARLINGTON OPENED IN ERROR; LUCAS M GONYIER 373.30
 Reimbursement for trip to Cleveland OH; MACQUEEN EQUIPMENT
 GROUP 197.63 UNIT #540006 - BRACKET & SENSOR; MACQUEEN
 EQUIPMENT GROUP 2,475.29 UNIT #2704- PARTS FOR WO #7908;
 MACQUEEN EQUIPMENT GROUP 1,350.00 UNIT #540006 - PARTS FOR WO
 #7967; MACQUEEN EQUIPMENT GROUP 334.03 UNIT #540006 - PARTS
 FOR WO #7967; MACQUEEN EQUIPMENT GROUP 38.90 UNIT #540006 -
 VARIOUS PARTS FOR WO #8027; MACQUEEN EQUIPMENT GROUP 265.22
 UNIT #540006 - VALVE FOR WO #8027; MARK WEILAND JR 180.00
 OWNER OCCUPIED REIMBURSEMENT; MARTIN EQUIPMENT OF IL INC
 785.25 UNIT#3453 - WASHER, BOLT, CUTTING EDGES; MARTIN
 EQUIPMENT OF IL INC 1,605.79 UNIT#3471 - FLUID ANALYSIS KIT &
 FILTERS; MARTIN EQUIPMENT OF IL INC 93.16 UNIT#3467 - LOCK
 NUT, PLOW BOLT; MARTIN EQUIPMENT OF IL INC 167.90 UNIT#3455 -
 ORINGS,ELBW FIT,HOS FIT, BULK HOSE; MARTIN EQUIPMENT OF IL INC
 170.82 UNIT#3467 - SEAL, PLUG, BUSHING; MARTIN EQUIPMENT OF IL
 INC 338.96 UNIT# 3455 - ELBOW FTGS, HOSE FTGS, BULK HOSE;
 MARTIN EQUIPMENT OF IL INC 117.47 UNIT#3453 - SERVICE; MARTIN
 EQUIPMENT OF IL INC 626.49 UNIT#3456 - SCREW, WASHER, GUARD,
 MASTER TRA; MARTIN EQUIPMENT OF IL INC 128.13 UNIT#3453 -
 ELEC. HOUSING, TERMINAL, LCK DEVICE; MARTIN EQUIPMENT OF IL
 INC 93.09 UNIT# 3213 - FILLER CAP; MARTIN EQUIPMENT OF IL INC
 353.00 UNIT#3453 - SERVICE; MARTIN EQUIPMENT OF IL INC 732.97
 UNIT#3453 - NUT,JNCT BLK, RELAY, HORN, HDLGHT; MARTIN
 EQUIPMENT OF IL INC 387.06 UNIT#3453 - SEAL KIT; MCGRATH
 AUTOMOTIVE GROUP INC 137.09 UNIT #2614 - SUNSHADE; MICS
 CONSTRUCTION 69,050.00 1866 Washington 21 Lead & HH work;
 MIDWEST TAPE LLC 536.74 Adult DVDs, BluRays, CDs for
 Collection; MIDWEST TAPE LLC 201.68 Children's AV and Video
 Materials; MIDWEST TAPE LLC 696.07 Adult DVDs, BluRays, CDs

for Collection; MIDWEST TAPE LLC 102.71 Children's AV and Video Materials; MIKE FINNIN FORD LLC 119.62 Stock; MIKE FINNIN FORD LLC 205.75 Stock - Police; MIKE FINNIN FORD LLC 323.18 UNIT #11037 - SHAFT-FRONT AXLE; MIKE FINNIN FORD LLC 12.00 UNIT #1712 - PAD-PEDAL; MIKE FINNIN FORD LLC 359.96 UNIT #110035 - ROTOR ASY-BRAKE; ROTOR ASY; Mint Green Group USA 710.72 STAFF UNIFORM & PRO SHOP ITEMS; MIRACLE CAR WASH CORP 122.08 FY26 Police Vehicle Car Washes; MIRACLE CAR WASH CORP 21.49 Car Wash- Jeep BS; MIRACLE EXPRESS INC 15.26 FY26 Police Vehicle Car Washes-Express; MI-T-M EQUIPMENT SALES & SERVICE 82.88 Shop Supplies 10/30/2025; Morris Newspaper Corporation of Wisconsin 630.36 Advertising; MSA PROFESSIONAL SERVICES INC 200.00 PROFESSIONAL SERVICES - CREEK CROSSING RESTORATION; MULGREW OIL COMPANY 1,797.00 LF-# 2 PRM DYED WNTR DSL ULS15PPM 06/26/25; MULGREW OIL COMPANY 1,775.51 LF-# 2 PRM DYED WNTR DSL ULS15PPM 07/10/25; MULGREW OIL COMPANY 1,328.25 LF-# 2 PRM DYED WNTR DSL ULS15PPM 10/23/25; MULGREW OIL COMPANY 2,203.65 LF-# 2 PRM DYED WNTR DSL ULS15PPM 10/28/25; MUNICIPAL COLLECTIONS OF AMERICA IN 239.93 Collection Fees for Utility Billing; 4 of 6; VENDOR NAME NET AMOUNT INVOICE DESCRIPTION; MUNICIPAL PIPE TOOL CO LLC 658.78 UNIT#2703 - POLE DEBRIS CATCHERS; MUNICIPAL PIPE TOOL CO LLC 321.94 UNIT#2711 - CABLE ASSY; MUNICIPAL PIPE TOOL CO LLC 626.16 UNIT#2711 - CABLE; MUNICIPAL PIPE TOOL CO LLC 220.66 UNIT#2711 - TOOL REPAIR; Nicholas Stroschein 613.68 TRAVEL REIMBURSEMENT; NIELAND REFRIGERATION 150.00 DISCONNECTION OF COOLER AND FREEZER AT POD MARINA; NORTHEAST IOWA COUNCIL 524.00 Explorers Program; O'REILLY AUTOMOTIVE INC 394.66 UNIT #130010 - BATTERY; O'REILLY AUTOMOTIVE INC 50.77 Water Outlet (being returned); O'REILLY AUTOMOTIVE INC 168.50 UNIT #3243 - BATTERY; ORIGIN DESIGN CO 255.00 Cedar Cross Sanitary Task Order; ORIGIN DESIGN CO 4,397.99 Fueling Station Improvements; ORIGIN DESIGN CO 34,715.00 PROF SVCS-PRIVATE LEAD LINE REPL. PROG PHASE 1; OUTDOOR RECREATION PRODUCTS 60.85 RED CABLE FOR PLAYGROUND EQUIPMENT; OVERDRIVE INC 760.94 Downloadable Ebooks and EAudio for Adult Collectio; OVERDRIVE INC 1,280.54 Downloadable Ebooks and EAudio for Adult Collectio; OVERDRIVE INC 901.36 Downloadable Ebooks and EAudio for Adult Collectio; OVERDRIVE INC 1,262.82 Downloadable Ebooks and EAudio for Adult Collectio; OVERDRIVE INC 585.45 Downloadable Ebooks and EAudio for Adult Collectio; OVERDRIVE INC 792.56 Downloadable Ebooks and EAudio for Adult Collectio; OVERDRIVE INC 1,300.78 Downloadable Ebooks and EAudio for Adult Collectio; OVERDRIVE INC 516.91 Downloadable Ebooks and EAudio for Adult Collectio; OVERDRIVE INC 1,095.36 Downloadable Ebooks and EAudio for Adult Collectio; OVERDRIVE INC 126.99 Downloadable Ebooks and EAudio for Adult Collectio; Pirc Tobin Construction Inc 23,448.59 Heeb St Reconstruction Project; PROJECT ROOTED INC 300.00 ROOTED TABLE DEP REFUND; RAM SERVICES LLC 1,095.00 1771 Alta Vista Radon Mitigation LHH21; RES Great Lakes LLC 682.66 NATIVE PLANTS FOR AY MCDONALD PARK; RIVER CITY STONE (287.52) CY2023 Various Stone; RIVER CITY STONE 111.65 CY2025 JUL-DEC Various Stone; RIVER CITY STONE 151.69 CY2025 JUL-DEC Various Stone; RIVER CITY STONE 155.32 CY2025 JUL-DEC Various Stone; RIVER CITY STONE 1,082.83 CY2025 JUL-DEC Various Stone; RIVER CITY STONE 302.29 CY2025 JUL-DEC Various Stone; RIVER CITY STONE 252.09 FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN; RIVER CITY STONE (960.82) Stone for FY23; ROBERT HANLEY 105.00 1670 DREXEL PROPERTY SALE REIMBURSEMENT; ROBERT SWIFT 236.25 1380 BELMONT PROPERTY SALE REIMBURSEMENT; ROCHESTER

ARMORED CAR CO INC 442.09 DMASWA armored car service
 (Blanket); Ronald V Burbach 1,932.00 Fall Clean Up; Ronald V
 Burbach 2,795.00 Fall Clean Up; SADLER POWER TRAIN INC
 (260.42) 800646 Bendix EP8 & 800599 Bendix E8P Brake Valve;
 SADLER POWER TRAIN INC (36.58) RM-D02 Rev HD Max HP drive;
 SADLER POWER TRAIN INC 322.11 UNIT #3910 - PARTS FOR WO #8008;
 SADLER POWER TRAIN INC 251.28 UNIT #3910 - FUEL ELEMENT, LED;
 SADLER POWER TRAIN INC 399.30 UNIT #3410 - SWITCH, CLAMPS,
 GREASE; SAMANTHA A SCHUELLER 61.15 Gas for 2025 LEIN
 Conference; Schadl Incorporated 906.10 LF- Preventative
 Maintenance; Schadl Incorporated 1,344.36 Landfill General
 Plumbing- Pump Out Mudpits; SCHMITZ JANITORIAL SUPPLY 3,240.00
 PW Garage- RLD Derco Brake Cleaner; SEWER EQUIPMENT 1,005.18
 UNIT # 2703 - MOTOR; SHANE C HOEPER 60.00 Travel reimbursement
 for Shane Hoeper; Shive-Hattery Inc 15,712.50 Engineering
 Services for Hdq. Mechanical Systems; SIEMENS INDUSTRY INC
 16,262.00 HVAC PANEL MIGRATION/ MODERNIZATION; SPECIAL MARKETS
 INSURANCE CONSULTAN 600.89 AMERICORPS MEMBER HEALTH INSURANCE-
 SEPTEMBER; STEEPLE SQUARE 300.00 STEEPLE SQ FEST; STEVEN J
 SCHILLING 113.05 MILEAGE REIMBURSEMENT; STONE HOLLOW 160.00
 Boarding for Axle; SUPERION, LLC 62,619.15 Billable Travel for
 Training on New RMS; SUPERION, LLC 2,007.08 Billable Travel
 for Training on New RMS; 5 of 6; VENDOR NAME NET AMOUNT
 INVOICE DESCRIPTION; SUPERION, LLC 359,584.85 Annual
 Subscription Fee for New RMS; TED AND DARLA STACKIS 120.00
 2906 JACKSON SALE REIMBURSEMENT; TEMPERLEY EXCAVATING INC
 14,380.00 Key Way Drive Storm Sewer Box Culvert Cleanout; THE
 FISCHER COMPANIES 160.00 FY26 Parking Althoff, AC, Link,
 Murphy - Blanket; THE FISCHER COMPANIES 40.00 Parking
 Spot-Media Services; THE FISCHER COMPANIES 120.00 Parking Rent
 (11/2025); The Home City Ice Company 251.81 7 lb bagged ice;
 THE LOCKSMITH EXPRESS 41.50 RINGS & TAGS FOR KEYS; THE
 LOCKSMITH EXPRESS 2.50 Key for Bike Cage; THE POINT
 NEIGHBORHOOD ASSOCIATION 655.83 FY26 PNA GRANT- HOT DOG NIGHT;
 THE POINT NEIGHBORHOOD ASSOCIATION 655.48 FY26 PNA GRANT-
 HOLIDAY BASKETS; THOMAS J WARNER 32.34 Gas; THOMPSON TIRE &
 RETREAD 651.12 UNIT# 110034 - Tire Replacement; THOMPSON TIRE
 & RETREAD 900.00 UNIT# 2614 - TIRES; THOMPSON TIRE & RETREAD
 195.00 UNIT#2615 - ALIGNMENT; THOMPSON TIRE & RETREAD 4,125.52
 UNIT#4915 - TIRES/SERVICE; THOMPSON TIRE & RETREAD 598.27
 UNIT# 3413 - Tire Replacement; THOMPSON TIRE & RETREAD
 1,357.88 UNIT# 3411 - Tire retread; THOMPSON TIRE & RETREAD
 1,788.00 STOCK - POLICE; THOMPSON TIRE & RETREAD 2,503.00
 UNIT#540003 - PARTS/SERVICE; THOMPSON TIRE & RETREAD 2,646.16
 UNIT #540003 - REPLACE/REPAIR TIRES; THOMPSON TIRE & RETREAD
 320.00 UNIT#2107 - TIRES; THOMPSON TIRE & RETREAD 2,356.00
 UNIT#540009 - TIRES/SERVICE; TIMOTHY & ANN SKEMP 90.00 1103
 LINCOLN REMOVE UNIT FEE; TIMOTHY L SPECHT 1,050.00 529 Pickett
 St. Construction Work - Specht Const.; TM Inc 330.00 Mail
 Courier Service; TOYS DONE RIGHT 22,166.52 Unit 130002
 Accident; TREASURER STATE OF IOWA ILEA 2,500.00 Firearms
 Instructor Course; TREMCO INC 19,817.04 Materials for Fire
 Station 6 Roof Replacement; TRUCK EQUIPMENT INC 3,060.00 STOCK
 SWEEP 10/09/2025; TSCHIGGFRIE EXCAVATING 2,234.05 Flexsteel
 Stormwater Pump Station Access; TSCHIGGFRIE EXCAVATING
 3,490.00 Flexsteel Stormwater Pump Station Access; TSCHIGGFRIE
 EXCAVATING 1,362.50 Flexsteel Stormwater Pump Station Access;
 Tyler McDonald 182.87 Gas for Academy; Tyler McDonald 291.66
 Stipend for Western Iowa Tech Academy; Unified Therapy
 Services 450.00 24 OAHMP Unified Therapy Services; Unified

Therapy Services 450.00 24 OAHMP Unified Therapy Services;
UNION HOERMANN PRESS 2,562.60 November/December 2025 City
News; VERIZON WIRELESS SERVICES LLC 387.86 Blanket Purchase
Order - Monthly Data Charges; Vestis Group Inc (f/k/a Aramark)
131.94 Linens, tablecloths, cleaning cloths; WELU PRINTING
COMPANY 39.10 STAFF BUSINESS CARDS; WEX HEALTH INC 1,019.74
FY26 COBRA, Commuter, FSA Admin - October 2025; WICKED RIVER,
LLC 300.00 WINTER ARTS FESTIVAL DEP REFUND
\$ 1,813,079.30
lt 11/26

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

11/26/2025

and for which the charge is 463.11

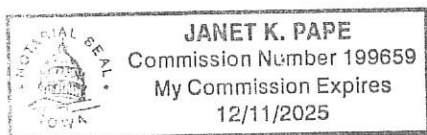


Subscribed to before me, a Notary Public in and for Dubuque County, Iowa,

this 26th 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; 1016596 11/12/2025 AAAE 1,881.00
 Digicast ID media software; 519489 11/12/2025 ACCESS
 TECHNOLOGIES INC 8,163.24 FY25 Copy and Print Costs for
 Malfunctions; 519480 11/12/2025 ADVANCE DESIGNS 20.00 Street-
 Logo put on own jackets; 519503 11/12/2025 AJGX3 240.00
 Embroider on Beanies; 519481 11/12/2025 ALLIANT ENERGY
 5,428.93 ELECTRIC BILLS FOR FY26; 519481 11/12/2025 ALLIANT
 ENERGY 113.26 ELECTRIC BILLS FOR FY26; 519481 11/12/2025
 ALLIANT ENERGY 101.52 FY26 Electric Traffic & Street Lights;
 519481 11/12/2025 ALLIANT ENERGY 54.27 FY26 Electric Traffic &
 Street Lights; 519481 11/12/2025 ALLIANT ENERGY 143.31 FY26
 Electric Traffic & Street Lights; 519481 11/12/2025 ALLIANT
 ENERGY 315.55 FY26 Electric Traffic & Street Lights; 519481
 11/12/2025 ALLIANT ENERGY 242.72 FY26 Electric Traffic &
 Street Lights; 519481 11/12/2025 ALLIANT ENERGY 67.02 FY26
 Electric Traffic & Street Lights; 519481 11/12/2025 ALLIANT
 ENERGY 47,602.14 FY26 Electric Traffic & Street Lights; 519481
 11/12/2025 ALLIANT ENERGY 1,359.43 FY26 Electric Traffic &
 Street Lights; 519481 11/12/2025 ALLIANT ENERGY 21.89 2527
 Washington St - Alliant Energy - (City Owned); 519481
 11/12/2025 ALLIANT ENERGY 33.60 514 Angella St - Alliant
 Energy (City Owned); 519481 11/12/2025 ALLIANT ENERGY 330.59
 ELECTRIC BILLS FOR FY26; 519481 11/12/2025 ALLIANT ENERGY
 95.18 Blanket Purchase Order - Monthly Electric Service;
 519481 11/12/2025 ALLIANT ENERGY 21.93 Alliant 0539621000 12th
 Bluff Lot FY26; 519481 11/12/2025 ALLIANT ENERGY 3,098.66
 0557811000 PORT RAMP FY26; 519481 11/12/2025 ALLIANT ENERGY
 1,958.64 0557811000 PORT RAMP FY26; 519481 11/12/2025 ALLIANT
 ENERGY 1,746.58 Alliant 1406331000 Intermodal Ramp FY26;
 519481 11/12/2025 ALLIANT ENERGY 450.16 Alliant 1477501000 5th
 Bell Lot FY26; 519481 11/12/2025 ALLIANT ENERGY 2,092.36
 Alliant 1522511000 5th St Ramp FY26; 519481 11/12/2025 ALLIANT
 ENERGY 105.14 Alliant 6477860931 12th Elm Lot FY26; 519481
 11/12/2025 ALLIANT ENERGY 7,849.23 ALLIANT 4392701000
 Ramps/Lots FY26; 519481 11/12/2025 ALLIANT ENERGY 786.82
 FY26-UTILITY EXPENSE - ELECTRICITY FOR 6 STATIONS; 519481
 11/12/2025 ALLIANT ENERGY 11,437.02 WRRRC Electrical Expense -
 FY26; 519481 11/12/2025 ALLIANT ENERGY 60.05 ELECTRIC BILLS
 FOR FY26; 519498 11/12/2025 AREA RESIDENTIAL CARE 117.73
 Franchise Fee FY26; 519498 11/12/2025 AREA RESIDENTIAL CARE
 108.95 Franchise Fee FY26; 519498 11/12/2025 AREA RESIDENTIAL
 CARE 88.93 Franchise Fee FY26; 519498 11/12/2025 AREA
 RESIDENTIAL CARE 23.52 Franchise Fee FY26; 519498 11/12/2025
 AREA RESIDENTIAL CARE 26.56 Franchise Fee FY26; 519498
 11/12/2025 AREA RESIDENTIAL CARE 30.94 Franchise Fee FY26;
 1016598 11/12/2025 AV FUEL 21,868.21 Blanket Purchase Order -
 Aviation Fuel; 1016598 11/12/2025 AV FUEL 21,959.88 Blanket
 Purchase Order - Aviation Fuel; 1016598 11/12/2025 AV FUEL
 22,283.06 Blanket Purchase Order - Aviation Fuel; 1016598
 11/12/2025 AV FUEL 22,268.46 Blanket Purchase Order - Aviation
 Fuel; 1016593 11/5/2025 B G BRECKE INC 818.28 ST3-Maintenance
 on Water Heater; 519507 11/12/2025 Badger Lange Ventures LLC
 1,709.59 Curb Ramp Program-2'x2' Detectable/ Plain; 1016590
 11/5/2025 BARD MATERIALS CENTRAL 2,797.60 Various Concrete
 Products; 1016590 11/5/2025 BARD MATERIALS CENTRAL 619.60

Various Concrete Products; 1016590 11/5/2025 BARD MATERIALS
 CENTRAL 7,730.40 Various Concrete Products; 1016590 11/5/2025
 BARD MATERIALS CENTRAL 341.58 Various Concrete Products;
 1016590 11/5/2025 BARD MATERIALS CENTRAL 422.10 Various
 Concrete Products; 1016590 11/5/2025 BARD MATERIALS CENTRAL
 1,288.40 Various Concrete Products; 1016590 11/5/2025 BARD
 MATERIALS CENTRAL 985.78 Various Concrete Products; 1016590
 11/5/2025 BARD MATERIALS CENTRAL 583.15 Various Concrete
 Products; 1016590 11/5/2025 BARD MATERIALS CENTRAL 3,877.00
 Various Concrete Products; 1016590 11/5/2025 BARD MATERIALS
 CENTRAL 1,127.35 Various Concrete Products; 1016590 11/5/2025
 BARD MATERIALS CENTRAL 6,522.53 Various Concrete Products;
 1016590 11/5/2025 BARD MATERIALS CENTRAL 583.15 Various
 Concrete Products; 1016590 11/5/2025 BARD MATERIALS CENTRAL
 956.20 Various Concrete Products; 1016590 11/5/2025 BARD
 MATERIALS CENTRAL 489.70 Various Concrete Products; 1016590
 11/5/2025 BARD MATERIALS CENTRAL 619.60 Various Concrete
 Products; 1016590 11/5/2025 BARD MATERIALS CENTRAL 1,637.15
 Various Concrete Products; 1016590 11/5/2025 BARD MATERIALS
 CENTRAL 341.58 Various Concrete Products; 1016590 11/5/2025
 BARD MATERIALS CENTRAL 1,458.55 Various Concrete Products;
 1016590 11/5/2025 BARD MATERIALS CENTRAL 6,321.22 Various
 Concrete Products; 1016663 11/12/2025 BARD MATERIALS CENTRAL
 3,923.10 Various Concrete Products; 1016663 11/12/2025 BARD
 MATERIALS CENTRAL 602.63 Various Concrete Products; 1016663
 11/12/2025 BARD MATERIALS CENTRAL 7,097.17 Various Concrete
 Products; 1016663 11/12/2025 BARD MATERIALS CENTRAL 7,014.63
 Various Concrete Products; 1016663 11/12/2025 BARD MATERIALS
 CENTRAL 473.61 Various Concrete Products; 1016663 11/12/2025
 BARD MATERIALS CENTRAL 7,264.69 Various Concrete Products;
 1016663 11/12/2025 BARD MATERIALS CENTRAL 473.61 Various
 Concrete Products; 519505 11/12/2025 BERNARD COMMUNICATIONS
 COMPANY 99.95 Blanket Purchase Order - Monthly Public Wi-Fi;
 1016664 11/12/2025 BEST BEST & KRIEGER LLP 3,552.00 Cell Tower
 Legal Services; 1016664 11/12/2025 BEST BEST & KRIEGER LLP
 4,589.00 Cell Tower Legal Services; 1016626 11/12/2025 BILLY S
 DIEUJUSTE 299.77 Northwest U-School Police Staff and Command;
 1016626 11/12/2025 BILLY S DIEUJUSTE 317.15 Northwest U-School
 Police Staff and Command; 1016597 11/12/2025 BLACK HILLS/IOWA
 GAS UTILITY CO 49.06 NATURAL GAS FOR FY26; 1016597 11/12/2025
 BLACK HILLS/IOWA GAS UTILITY CO 47.07 NATURAL GAS FOR FY26;
 1016597 11/12/2025 BLACK HILLS/IOWA GAS UTILITY CO 46.40
 NATURAL GAS FOR FY26; 1016597 11/12/2025 BLACK HILLS/IOWA GAS
 UTILITY CO 45.74 NATURAL GAS FOR FY26; 1016597 11/12/2025
 BLACK HILLS/IOWA GAS UTILITY CO 45.07 NATURAL GAS FOR FY26;
 1016597 11/12/2025 BLACK HILLS/IOWA GAS UTILITY CO 43.09
 NATURAL GAS FOR FY26; 1016597 11/12/2025 BLACK HILLS/IOWA GAS
 UTILITY CO 47.07 FY2026 BLANKET PO - GAS COSTS; EXCEPTIONS TO
 COUNCIL APPROVAL; 1 of 4; CHECK # CHECK/PAYMENT DATE VENDOR
 NAME INVOICE AMOUNT INVOICE DESCRIPTION; 1016597 11/12/2025
 BLACK HILLS/IOWA GAS UTILITY CO 43.09 FY2026 BLANKET PO - GAS
 COSTS; 1016597 11/12/2025 BLACK HILLS/IOWA GAS UTILITY CO
 78.86 FY2026 BLANKET PO - GAS COSTS; 1016597 11/12/2025 BLACK
 HILLS/IOWA GAS UTILITY CO 64.29 FY26-UTILITY EXPENSE -GAS FOR
 6 STATIONS; 1016600 11/12/2025 BLACKHAWK AUTOMATIC SPRINKLERS
 INC 643.00 City hall sprinkler inspection; 1016601 11/12/2025
 BLACKSTONE AUDIO BOOKS 209.08 CD Audio Books for Library
 Collection; 519511 11/12/2025 Boys & Girls Club of Greater
 Dubuque 30.00 Refund of Late Fee Food License Renewal; 1016630
 11/12/2025 BRANDON J BAUER 460.00 IACP 2025 Conference;

1016641 11/12/2025 C&C MANUFACTURING LLC 127.31 UNIT# 3471 - Hydraulic Hoses; 1016641 11/12/2025 C&C MANUFACTURING LLC 63.25 UNIT# 3471 - Hose; 1016655 11/12/2025 Camiros, Ltd 5,963.41 Camiros -09-01-25 to 09-30-25; 1016594 11/5/2025 CAPITAL SANITARY 421.31 Janitorial Supplies; 1016594 11/5/2025 CAPITAL SANITARY 791.00 Janitorial Supplies; 1016594 11/5/2025 CAPITAL SANITARY 173.97 Janitorial Supplies; 1016594 11/5/2025 CAPITAL SANITARY 127.57 Janitorial Supplies - JOTC building; 1016594 11/5/2025 CAPITAL SANITARY 165.51 Janitorial Supplies - JOTC building; 1016594 11/5/2025 CAPITAL SANITARY 267.57 Janitorial Supplies - JOTC building; 1016594 11/5/2025 CAPITAL SANITARY (248.86) MISC SUPPLIES- BHGC; 1016594 11/5/2025 CAPITAL SANITARY 385.25 MISC SUPPLIES- BHGC; 1016594 11/5/2025 CAPITAL SANITARY 323.03 HDQ-Janitorial Supplies; 1016669 11/12/2025 CAPITAL SANITARY 205.78 ST2-Janitorial Supplies; 1016669 11/12/2025 CAPITAL SANITARY 68.14 MISC SUPPLIES- BHGC; 519512 11/12/2025 Carl Plumley 18.60 OCTOBER 2025 MILEAGE FOR CARL PLUMLEY; 1016609 11/12/2025 CENGAGE LEARNING INC 610.20 Large Print books for circulating collection; 519502 11/12/2025 CENTER POINT INC 274.47 Large print books for circulating collection; 519517 11/12/2025 CHAD HEITZ 193.95 Temporary Easement Compensation Auburn & Custer; 1016620 11/12/2025 CHRISTOPHER J LESTER 41.44 OCTOBER 2025 MILEAGE FOR CHRIS LESTER; 1016602 11/12/2025 CINTAS CORP 19.45 Various Maintenance - FY26; 1016602 11/12/2025 CINTAS CORP 52.43 Various Maintenance - FY26; 1016602 11/12/2025 CINTAS CORP 45.06 Floor Mat Service; 1016602 11/12/2025 CINTAS CORP 168.63 Cintas Ramp Rugs FY26; 519483 11/12/2025 CLARKE UNIVERSITY 3,700.02 Franchise Fee FY26; 1016668 11/12/2025 COMELEC INTERNET SERVICES 60.00 INTERNET FOR CAMPGROUNDS-FY26; 1016668 11/12/2025 COMELEC INTERNET SERVICES 126.45 COMELEC INTERNET SERVICE FY26; 1016583 11/5/2025 COMELEC SERVICES INC 120.00 KDUB Tower Fees - 8 Units - FY26; 1016603 11/12/2025 COMMUNICATIONS ENGINEERING CO 6,014.00 Path Solution License Renewal; 1016603 11/12/2025 COMMUNICATIONS ENGINEERING CO 13,901.00 Switches replacement for WRRRC; 1016603 11/12/2025 COMMUNICATIONS ENGINEERING CO 9,311.23 Hangar #105 Network Switch; 1016604 11/12/2025 CONLON CONSTRUCTION CO 660,578.04 Iowa Amphitheater Schmitt Island Bid Pkg 2; 1016649 11/12/2025 ConvergeOne Inc 1,000.00 C1 RP4VM service Work; 1016605 11/12/2025 Cottingham & Butler Inc 2,917.00 Ongoing consulting 10-1-2025 to 10-1-2026; 1016633 11/12/2025 CRAWFORD HEATING AND COOLING CO INC 3,932.34 BACKFLOW INSPECTIONS; 1016584 11/5/2025 CRESCENT ELECTRIC 215.18 Central Ramp GEL Lamps; 1016584 11/5/2025 CRESCENT ELECTRIC 107.59 Central Ramp GEL Lamps; 1016584 11/5/2025 CRESCENT ELECTRIC 432.23 Stock GEL Lamps; 1016658 11/12/2025 CRESCENT ELECTRIC 60.00 5th St Ramp Gel Lamps; 519482 11/12/2025 DAN ARENSDORF CONSTRUCTION 4,647.92 2025 Concrete ROW; 519482 11/12/2025 DAN ARENSDORF CONSTRUCTION 3,962.79 2025 Concrete ROW; 519482 11/12/2025 DAN ARENSDORF CONSTRUCTION 1,650.11 2025 Concrete ROW; 519482 11/12/2025 DAN ARENSDORF CONSTRUCTION 1,817.64 2025 Concrete ROW; 1016632 11/12/2025 DANIEL K KROGER 352.00 TRAVEL REIMBURSEMENT; 1016646 11/12/2025 David B Welsh 460.00 IACP 2025 Conference; 1016656 11/12/2025 Debra A Meyer 100.80 Temporary Easement Compensation Auburn & Custer; 519484 11/12/2025 DUBUQUE AREA CHAMBER OF COMMERCE 50.00 Scams: Protecting from Fraud - Dalsing/Messerich; 1016606 11/12/2025 DUBUQUE HOSE & HYDRAULICS 229.54 Equipment supplies for maintenance; 1016606 11/12/2025 DUBUQUE HOSE & HYDRAULICS

169.00 LF- Electronics Kit, Housing Kit, Spindle Assy; 1016607
 11/12/2025 DUBUQUE HUMANE SOCIETY 14,933.00 FY26 Contracted
 Service Fees; 519522 11/12/2025 DUBUQUE MAIN STREET 300.00
 SAT. FARMERS MKT DEPOSIT REFUND; 1016628 11/12/2025 DUBUQUE
 SIGN COMPANY 930.00 Five Flags Sign Repair Labor; 1016592
 11/5/2025 DUBUQUELAND DOOR COMPANY 7,050.00 Replace/Repair
 Overhead Door in Fleet Maint Bay; 1016608 11/12/2025 EAST
 CENTRAL INTERGOVERN ASSOC 1,068.00 16th St Detention Basin
 Culvert & Pumping Station; 1016631 11/12/2025 EASTERN IOWA
 EXCAV & CONCRETE LLC 256,406.87 Auburn & Custer Utility &
 Roadway Project; 519520 11/12/2025 EVAN RANDAL ROSSING 736.20
 Temporary Easement Compensation Auburn & Custer; 519523
 11/12/2025 FALLON MILLERSKI 300.00 FUNDRAISER EVNT REFUND -
 OVER THE EDGE; 1016650 11/12/2025 FEH Associates Inc 3,599.70
 Minor Mods Project; 1016650 11/12/2025 FEH Associates Inc
 3,599.70 Minor Mods Project; 519485 11/12/2025 FINLEY HOSPITAL
 180.07 Franchise Fee FY26; 1016659 11/12/2025 FLOOR SHOW
 CORPORATION 2,232.89 Remove & Install Carpet in Basement at
 HDQ/baseboa; 519486 11/12/2025 GIESE SHEET METAL CO INC
 7,885.00 ImOn Ice Arena Dehumidification System Upgrade Pro;
 519499 11/12/2025 GRP & ASSOCIATES INC 683.00 LF- Large
 Medical Waste Boxes 10/20/25; 1016643 11/12/2025 Haidee M
 Cardoso 14.35 Mileage Reimbursement; 1016591 11/5/2025 HEIMAN
 INC 29.65 XT Series Charger Interface Ring Replacement Kit;
 1016587 11/5/2025 HERITAGE PRINTING COMPANY 946.42 Printing
 Expenses - Council Proceedings; 1016652 11/12/2025 HM Life
 Insurance Company 95,530.52 Stop Loss Insurance premium for
 November 2025; 1016617 11/12/2025 Hooks Hydraulics & Equipment
 39,263.04 NEW DUMP BODY FOR DUMP TRUCK; 1016640 11/12/2025
 IMWCA 81,081.00 Work Comp Premium - Installment #5; 1016629
 11/12/2025 INGRAM LIBRARY SERVICES INC. 814.75 Children's
 books for collection; 1016629 11/12/2025 INGRAM LIBRARY
 SERVICES INC. 607.27 Teen/Young Adult Materials for
 Collection; 1016629 11/12/2025 INGRAM LIBRARY SERVICES INC.
 2,819.42 Circulating materials for Adult library collection;
 519521 11/12/2025 IOWA LAW ENFORCEMENT INTELLIGENCE; NETWORK;
 100.00 Iowa Law Enforcement Intelligence Network; 1016611
 11/12/2025 J & R SUPPLY COMPANY 1,920.00 Sani Sewer- 0.5"x22'
 Kent Seal; 1016610 11/12/2025 JESSICA M GEORGE-RETHWISCH
 385.60 Per Diem APCO Fall 2025 Conference; 2 of 4; CHECK #
 CHECK/PAYMENT DATE VENDOR NAME INVOICE AMOUNT INVOICE
 DESCRIPTION; 1016613 11/12/2025 JOSEPH R PREGLER 280.00
 Gartner IT Conference Per Diem; 519519 11/12/2025 KENNETH J
 PEIFFER 144.90 Temporary Easement Compensation Auburn &
 Custer; 1016635 11/12/2025 KENNETH M MILLER 68.30 Reimburse-
 Lunch for staff (Papa Johns); 1016595 11/5/2025 KIESLER
 POLICE SUPPLY INC 882.00 Glock 19 Gen 9mm Pistol; 519487
 11/12/2025 KLUESNER CONSTRUCTION INC 2,000.00 Wood Chips for
 DMASWA 10/17-10/30/25; 1016660 11/12/2025 KONE INC 2,474.00
 FY26 Ramp Elevator Maintenance; 1016614 11/12/2025 KRAEMERS
 WATER STORE INC 13.05 Bottled Water Service for Landfill
 08/31/25; 1016614 11/12/2025 KRAEMERS WATER STORE INC 52.95
 Bottled Water Service for Landfill 10/31/25; 1016639
 11/12/2025 KRISTEN K DIETZ 301.00 Travel reimbursement for
 conference; 1016636 11/12/2025 KYLE P REINERT 816.00 Tuition
 Reimbursement; 1016645 11/12/2025 Lerdahl Business Interiors,
 Inc. 50,413.28 Lerdahl furniture for MFC; 1016657 11/12/2025
 LINWOOD CEMETERY ASSOCIATION 6,527.11 CONTRIBUTION/ FINANCIAL
 SUPPORT FOR FY26; 1016585 11/5/2025 MAQUOKETA VALLEY ELECTRIC
 COOP 47.32 FY26 Electric Traffic & Street Lights; 1016585

11/5/2025 MAQUOKETA VALLEY ELECTRIC COOP 44.01 FY26 Electric Traffic & Street Lights; 1016585 11/5/2025 MAQUOKETA VALLEY ELECTRIC COOP 66.13 FY26 Electric Traffic & Street Lights; 1016585 11/5/2025 MAQUOKETA VALLEY ELECTRIC COOP 65.34 FY26 Electric Traffic & Street Lights; 1016585 11/5/2025 MAQUOKETA VALLEY ELECTRIC COOP 290.58 FY26 Electric Traffic & Street Lights; 1016585 11/5/2025 MAQUOKETA VALLEY ELECTRIC COOP 43.66 FY26 Electric Traffic & Street Lights; 1016585 11/5/2025 MAQUOKETA VALLEY ELECTRIC COOP 52.80 FY26 Electric Traffic & Street Lights; 1016585 11/5/2025 MAQUOKETA VALLEY ELECTRIC COOP 58.03 FY26 Electric Traffic & Street Lights; 1016585 11/5/2025 MAQUOKETA VALLEY ELECTRIC COOP 112.45 FY26 Electric Traffic & Street Lights; 1016654 11/12/2025 Mary Angelene Metcalf 77.50 MILEAGE REIMBURSEMENT; 1016651 11/12/2025 Matthew Dressler 26,200.00 324 Chappel 21 Lead and HH Work; 519488 11/12/2025 MEDIACOM 236.90 INTERNET FOR TREE CREW-FY26; 1016642 11/12/2025 METTA TECHNOLOGIES, INC 80,700.00 DMASWA Portable Litter Fencing Control Units 2025; 1016622 11/12/2025 MICS CONSTRUCTION 235.25 942 Southern Ave. - Homeowner Rehabilitation; 1016627 11/12/2025 MIDWEST TAPE LLC 359.11 Children's AV and Video Materials; 1016627 11/12/2025 MIDWEST TAPE LLC 580.77 Adult DVDs, BluRays, CDs for Collection; 260500002 11/5/2025 MIDWESTONE BANK 647,632.00 November 2025 HAP; 260500003 11/5/2025 MIDWESTONE BANK 2,690.89 November 2025 Admin Fee; 519500 11/12/2025 MI-T-M EQUIPMENT SALES & SERVICE 50.00 LF- Rotating Nozzle Filter; 519490 11/12/2025 MOLO OIL COMPANY 1,420.33 CoD Fuel 09/20/25-10/19/25; 519490 11/12/2025 MOLO OIL COMPANY 55,868.41 City of DBQ City Vehicles Fuel-09/20/25-10/19/25; 519508 11/12/2025 MRI SOFTWARE LLC 34,606.39 Annual Happy Cloud Renewal (12/01/25 to 11/30/26); 519506 11/12/2025 MT LIBRARY SERVICES INC 940.56 Children's books for collection; 519491 11/12/2025 MULGREW OIL COMPANY 2,490.47 LF-# 2 PRM DYED WNTR DSL ULS15PPM 10/21/25; 519524 11/12/2025 MULTICULTURAL FAMILY CENTER 300.00 REFUND FOR EASTER EGG HUNT EVENT; 519516 11/12/2025 NEZTROP, LLC 1,000.00 Lease w/ Neztrop LLC for Bee Branch Material Stora; 1016612 11/12/2025 NIELAND REFRIGERATION 372.35 WALK-IN COOLER INSPECTION FOR REPAIR; 1016621 11/12/2025 NUTRI JECT SYSTEMS INC 17,269.20 Biosolids Management - WRRRC Hauling; 1016621 11/12/2025 NUTRI JECT SYSTEMS INC 9,100.00 Biosolids Management - Storage; 1016667 11/12/2025 PARKING INC 175.00 Iowa/Five Flags Ramp Server Maintenance; 1016637 11/12/2025 PHELPS THE UNIFORM SPECIALISTS 48.19 Blanket Purchase Order - Weekly Uniform Cleaning; 1016637 11/12/2025 PHELPS THE UNIFORM SPECIALISTS 48.19 Blanket Purchase Order - Weekly Uniform Cleaning; 1016586 11/5/2025 POLYDYNE INC 11,385.00 Polymer - 3 totes for the Drum Thickener; 519513 11/12/2025 Quality Striping Inc 177,163.34 Runway Markings Improvement Project #2; 1016653 11/12/2025 R & J Window Cleaning LLC 275.00 WINDOW CLEANING- POD MARINA; 519492 11/12/2025 RADIO DUBUQUE INC 75.00 Aging In Place Advertising; 1016588 11/5/2025 RIVER CITY PAVING 80,839.24 2025:: JUL-DEC Hot & Cold Mix Asphalt; 1016588 11/5/2025 RIVER CITY PAVING 47,721.84 2025:: JUL-DEC Hot & Cold Mix Asphalt; 1016588 11/5/2025 RIVER CITY PAVING 58,794.35 2025:: JUL-DEC Hot & Cold Mix Asphalt; 1016588 11/5/2025 RIVER CITY PAVING 130,058.11 2025:: JUL-DEC Hot & Cold Mix Asphalt; 1016588 11/5/2025 RIVER CITY PAVING 53,718.80 2025:: JUL-DEC Hot & Cold Mix Asphalt; 1016634 11/12/2025 ROCHESTER ARMORED CAR CO INC 408.53 DMASWA armored car service (Blanket); 519515 11/12/2025 RUNDE CHEVROLET, INC.

46,560.00 Parking Truck 2026 Silverado HD; 260500001 11/7/2025
 RXBENEFITS INC 91,070.66 FY26 Prescrp Admin & Claims - 10/11
 to 10/24/25; 1016638 11/12/2025 SARAH A BERNA 360.00 TRAVEL
 REIMBURSEMENT; 1016638 11/12/2025 SARAH A BERNA 391.60 TRAVEL
 REIMBURSEMENT; 519493 11/12/2025 SCHMALZ PRECAST CONCRETE MFG
 2,069.00 Street- Manhole Risers 10/23/25; 1016599 11/12/2025
 SCOTT A. BAXTER 460.00 Per Diem IACP 2025 Conference; 519518
 11/12/2025 SILVER GLOVES, LLC 180.00 Temporary Easement
 Compensation Auburn & Custer; 519514 11/12/2025 Sinclair
 Television Group, Inc. 700.00 Marketing - QGAN and KGAN;
 519514 11/12/2025 Sinclair Television Group, Inc. 700.00
 Marketing - QGAN and KGAN; 1016670 11/12/2025 SIX SECONDS
 99.00 MAP Certification; 519504 11/12/2025 SUSTAINABLE
 STRATEGIES DC 7,500.00 Strategic Funding Services - Grant
 Writing; 1016661 11/12/2025 TELEGRAPH HERALD 6,326.00 Air
 Service Marketing; 519509 11/12/2025 Telos Corporation 220.25
 Blanket Purchase Order - Fingerprinting; 1016625 11/12/2025
 THE FISCHER COMPANIES 80.00 FY26 Parking; 1016625 11/12/2025
 THE FISCHER COMPANIES 80.00 Parking for IT - 2 spaces at
 Annex; 1016623 11/12/2025 THERESE H GOODMAN 4,843.63
 Strategic partnerships with federal agencies 2025; 519497
 11/12/2025 THOMSON REUTERS - WEST 394.00 IA Rules of Court
 2026; 1016615 11/12/2025 THREE RIVERS FS INC 990.00 LF- Diesel
 exhaust fluid bulk 10/24/25; 1016615 11/12/2025 THREE RIVERS
 FS INC 272.40 LF- Spectra Lube Red 2 30TB CS; 1016644
 11/12/2025 Today's Business Solutions, Inc. 7,198.68 Public PC
 time and print management; 1016644 11/12/2025 Today's Business
 Solutions, Inc. 7,198.68 Public PC time and print management;
 1016483 10/30/2025 TRICON CONSTRUCTION GROUP 49,161.03 MSC
 Reception Renovation; 1016616 11/12/2025 TRICON CONSTRUCTION
 GROUP 1,716,191.46 Old Mill Lift Station and Force Main;
 519494 11/12/2025 TRICOR INC 700.00 Confined Space Training;
 1016666 11/12/2025 TRI-STATE PORTA POTTY INC 495.00 Rental of
 units for Landfill and Streets; 1016589 11/5/2025 TRUCK
 COUNTRY OF IOWA INC 1,091.61 UNIT #3410 - REPAIR, PARTS;
 1016589 11/5/2025 TRUCK COUNTRY OF IOWA INC 121.34 UNIT #3403
 - PART; CHECK # CHECK/PAYMENT DATE VENDOR NAME INVOICE AMOUNT
 INVOICE DESCRIPTION; 1016662 11/12/2025 TRUCK COUNTRY OF IOWA
 INC 191.28 UNIT #540009 - SERVICE/PART (HOSE MODIFICATION);
 1016662 11/12/2025 TRUCK COUNTRY OF IOWA INC 13.98 STOCK -
 RUBBISH; 1016662 11/12/2025 TRUCK COUNTRY OF IOWA INC 848.25
 STOCK - BUS; 1016662 11/12/2025 TRUCK COUNTRY OF IOWA INC
 34.07 SHOP USE; 1016662 11/12/2025 TRUCK COUNTRY OF IOWA INC
 115.91 UNIT #4001 - PEDAL; 1016662 11/12/2025 TRUCK COUNTRY OF
 IOWA INC 1,167.60 UNIT #1921 - BATTERIES; 1016662 11/12/2025
 TRUCK COUNTRY OF IOWA INC 63.29 UNIT #2614 - THERMOSTAT;
 1016662 11/12/2025 TRUCK COUNTRY OF IOWA INC 2,642.64 UNIT
 #2503 - PARTS & REPAIR; 1016662 11/12/2025 TRUCK COUNTRY OF
 IOWA INC 437.85 STOCK BATTERIES 06/20/25; 1016662 11/12/2025
 TRUCK COUNTRY OF IOWA INC 224.11 UNIT #540003 - AIR SUSPENSION
 BELLOWS; 1016662 11/12/2025 TRUCK COUNTRY OF IOWA INC 817.30
 UNIT #3407 - SENSORS; 1016662 11/12/2025 TRUCK COUNTRY OF IOWA
 INC 113.15 UNIT #3201 - PNEUMATIC ABS; 1016662 11/12/2025
 TRUCK COUNTRY OF IOWA INC 23.58 UNIT #540004 - HOSE; 1016662
 11/12/2025 TRUCK COUNTRY OF IOWA INC 260.62 UNIT #2683 -
 SERVICE (HOSE LEAK); 1016662 11/12/2025 TRUCK COUNTRY OF IOWA
 INC 301.35 UNIT #3223 - TANK-AIR, STL & CLAMP; 1016662
 11/12/2025 TRUCK COUNTRY OF IOWA INC (815.62) Unit #Gillig Bus
 Parts; 1016662 11/12/2025 TRUCK COUNTRY OF IOWA INC (255.00)
 Unit # 2501- Sensor, Nitrogen Oxide; 1016662 11/12/2025 TRUCK

COUNTRY OF IOWA INC (98.29) UNIT #2503 Electrical Repair
 Connector; 1016662 11/12/2025 TRUCK COUNTRY OF IOWA INC
 (113.15) STOCK - Pneumatic ABS (To Be Returned); 1016662
 11/12/2025 TRUCK COUNTRY OF IOWA INC (510.00) STOCK - Nitrogen
 Oxide Sensor and Cores; 1016662 11/12/2025 TRUCK COUNTRY OF
 IOWA INC (617.75) UNIT# 2683 Lower Battery Replacement; 519528
 11/12/2025 UB REFUNDS NELSON, VIVIAN I UB 08995 911 LOCUST;
 519527 11/12/2025 UB REFUNDS DIEDERICH, BETHANY A. UB 02000
 1416 LINCOLN; 519526 11/12/2025 UB REFUNDS BURKE, WALTER J. UB
 04812 2824 CENTRAL; 519495 11/12/2025 UNION HOERMANN PRESS
 159.91 Franchise Fee FY26; 1016624 11/12/2025 Vestis Group Inc
 (f/k/a Aramark) 131.94 Linens, tablecloths, cleaning cloths;
 1016648 11/12/2025 Vidl Solutions, Inc 2,100.00 CC
 Goal-Organizational Culture Continuous Improvem; 519496
 11/12/2025 VISU-SEWER INC 10,400.00 Strong Seal Manhole Rehab
 Broadway & Wilson Alley; 519501 11/12/2025 Wastequip LLC
 1,792.00 LF- Waste Green Carts with Red Lids 10/25/25; 519510
 11/12/2025 WB McCloud & Co, Inc. 280.90 Monthly Pest
 Prevention; 1016618 11/12/2025 WELU PRINTING COMPANY 39.10
 Staff Business Cards; 1016619 11/12/2025 WHKS AND COMPANY
 718.92 City Hall Annex Awning; 519525 11/12/2025 WICKED RIVER,
 LLC 300.00 FARMERS MKT DEPOSIT REFUND; 1016665 11/12/2025
 WOODMAN ELECTRICAL CONTRACTORS 1,293.00 Port Ramp Tech
 Support; 1016647 11/12/2025 World Archives Midco, LLC 6,764.00
 NewspaperArchive.com subscription 1/1/26 -12/31/26; \$
 4,994,973.46
 1t 11/26

STATE OF IOWA
DUBUQUE COUNTY

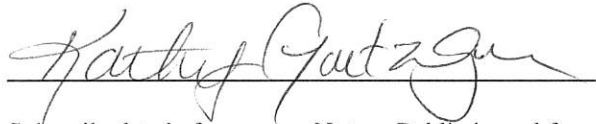
SS:

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:

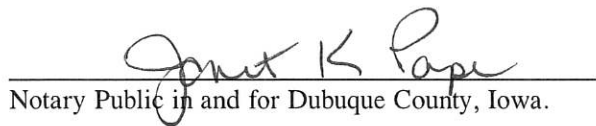
11/26/2025

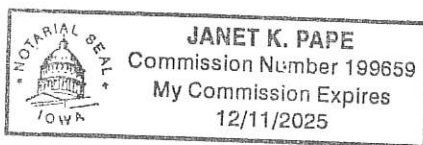
and for which the charge is 99.86



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

this 26th day of November, 2025


Notary Public in and for Dubuque County, Iowa.



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 7,737,433.47; 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 340,537.73; Gain on Disposal 28,446.01; Miscellaneous 142,265.00;
Total \$ 18,567,572.79

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

Fund Amount

General Fund 8,364,803.08; Special Revenue 4,244,994.24; 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 240,657.82; Refuse 354,824.43; Transit 172,968.65; Internal Service 685,822.22; DMASWA 1,046,656.97; Total \$ 18,567,572.79

*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 8,290,345.06; Grants/Contributions 1,716,918.36; 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 131,754.00; Gaming 40,929.62; Investment

Earnings 817,957.26; Gain on Disposal 17,823.04; Miscellaneous 2,618,124.50; Total \$ 31,701,988.78

CITY OF DUBUQUE

PERIOD ENDING OCTOBER 31, 2025 INTERIM REVENUES
BY FUND

Fund Amount

General Fund 13,707,177.21; Special Revenue 8,449,059.25; Debt Service 102,654.72; Capital Projects 618,533.09; Water 1,853,701.99; Sanitary 4,222,878.47; Stormwater 891,706.36; Parking 221,483.96; Refuse 618,235.09; Transit 79,104.99; Internal Service 18,942.21; DMASWA 918,511.44; Total \$ 31,701,988.78

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

CITY OF DUBUQUE

PERIOD ENDING OCTOBER 31, 2025 INTERIM EXPENDITURES BY FUND

General 1,506,301.70; Special Revenue 637,414.06; Capital Projects 2,013,717.45; Water 80,523.12; Sanitary Sewer 321,226.20; Stormwater 370,890.37; Parking 21,303.26; Refuse 7,058.37; Transit 8,846.28; Internal Service 21,136.60; DMASWA 761,365.77; GRAND TOTAL \$ 5,749,783.18

*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 NOVEMBER 30, 2025 INTERIM REVENUES
BY TYPE

Revenue Type Amount

Charge for services 2,603,350.46; Grants/Contributions 758,944.76; Utility Franchise Fees 484,890.53; Gaming 9,036.35; Investment Earnings 2,401.17; Miscellaneous 340.97; Total \$ 3,858,964.24

CITY OF DUBUQUE

PERIOD ENDING NOVEMBER 30, 2025 INTERIM REVENUES
BY FUND

Fund Amount

General Fund 1,010,522.37; Special Revenue 747,335.44; Water 584,030.04; Sanitary 969,352.31; Stormwater 267,222.89; Parking 49,479.04; Refuse 177,911.40; Transit 13,918.71; Internal Service 6,409.84; DMASWA 32,782.20; Total \$ 3,858,964.24

*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.

1t 11/26

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

The Dubuque City Council met in regular session at 6:30 p.m. on December 1, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Grand River Center Receives National Recognition from EXHIBITOR Magazine: Parks and Recreation Director Matthew Kalceвич recognized the Grand River Center for being named one of North America's Best Convention Centers in the 2026 EXHIBITOR Magazine Centers of Excellence Awards. Grand River Center and Five Flags Civic Center General Manager Ryan Bonifas also offered remarks regarding the recognition. 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) was accepted by Caprice Jones on behalf of the Fountain of Youth Program.

2. Human Rights Day (December 10, 2025) was accepted by Human Rights Commissioners Jake Kurczek and Rick Baumhover on behalf of the Human Rights Commission and Human Rights Department.

CONSENT ITEMS

Breitfelder announced that written input was received from Dean Boles regarding Action Item No. 14. 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 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. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Julio Ricardo Vega Chacon for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: Johnny Hill for vehicle damage; Mark Stender for vehicle damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 378-25 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. Fiscal Year 2025 City Street Financing Report: City Manager transmitted the annual City Street financing report that has been filed with the Iowa Department of Transportation. Upon motion the documents were received and filed.

6. Fiscal Year 2025 Iowa Urban Renewal Annual Report: Upon motion the documents were received and filed, and Resolution No. 379-25 Approving The Fiscal Year 2025 Urban Renewal Report For The City Of Dubuque was adopted.

7. FY 2027 Annual Tax Increment Financing Report: City Manager transmitted the Annual Tax Increment Financing Report that has been filed with the Dubuque County Auditor. Upon motion the documents were received and filed.

8. bizTimes.biz Article on Building Permits: City Manager provided a copy of a bizTimes.biz article highlighting the increase in building permits issued. Upon motion the documents were received and filed.

9. Recommendation to Approve the Arts & Cultural Affairs Advisory Commission Grants Modification: Upon motion the documents were received, filed, and approved.

10. Community Development Block Grant (CDBG) FY26 Annual Action Plan Amendment #1: Upon motion the documents were received and filed, and Resolution No. 380-25 Adopting The Fiscal Year 2026 (Program Year 2025) Community Development Block Grant (CDBG) Annual Action Plan Amendment #1 was adopted.

11. Lead Poisoning Prevention and Healthy Homes Funding and Agreement with the Visiting Nurse Association (VNA): City Manager recommended 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 authorize the City Manager to sign the agreement. Upon motion the documents were received, filed, and approved.

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 recommended approval of 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. Upon motion the documents were received, filed, and approved.

13. 2026 DollarWise Innovation Grant Application: Upon motion the documents were received and filed, and Resolution No. 381-25 Retroactively Authorizing The Filing Of An Application For The 2026 Dollarwise Innovation Grant With The United States Conference Of Mayors was adopted.

14. Urban Sustainability Directors Network (USDN) Grant Application: Upon motion the documents were received and filed, and Resolution No. 382-25 Retroactively Authorizing The Filing Of An Application For The Catalyst Fund With Urban Sustainability Directors Network (USDN) was adopted.

15. Intent to Apply for City of Dubuque AmeriCorps Program: City Manager recommended City Council approval to submit the City of Dubuque's AmeriCorps grant application by the State of Iowa's deadline of December 8. Upon motion the documents were received, filed, and approved.

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. Upon motion the documents were received and filed.

ITEMS SET FOR PUBLIC HEARING

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: Motion by Roussell to receive and file the documents, adopt Resolution No. 383-25 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 Thereof, and set the public hearing for December 15, 2025. Seconded by Jones. Motion carried 7-0.

BOARDS/COMMISSIONS

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

1. Arts and Cultural Affairs Advisory Commission: One, 3-Year 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.; and Sarah Ndagire, 1536 Kehl Ct. Martin spoke in support of her application. Breitfelder stated that written input was received from Arians.

2. Resilient Community Advisory Commission: One, 3-Year term through July 1, 2028 (Vacant term of Evens). Applicant: Lucas Delaney, 1284 University Ave.

3. Zoning Board of Adjustment: One 5-Year term through March 25, 2026 (Vacant term of McCoy). Applicant: Ben Loeffelholz, 3180 Keokuk Crt. Loeffelholz spoke in support of his application.

PUBLIC HEARINGS

1. Eagle Point Water Treatment Plant Roof Rehabilitation Project Public Hearing: Motion by Sprank to receive and file the documents and adopt Resolution No. 384-25 Eagle Point Water Treatment Plant Roof Rehabilitation Project Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost. Seconded by Jones. Motion carried 7-0.

PUBLIC INPUT

Breitfelder announced receipt of written input from Elaine Kray, 3095 Lindale St., regarding Action Item No. 1, and Clark Schloz, 2925 Burlington St., regarding Action Item No. 2.

ACTION ITEMS

1. Commercial Air Service Minimum Revenue Guarantee (MRG): Motion by Roussell to receive and file the documents and place on the December 15, 2025, agenda. Seconded by Farber. City Council members discussed the history and current challenges of maintaining air service in Dubuque, emphasizing the importance of receiving this update ahead of the December 10, 2025, deadline for the business community to decide on potential funding support. This decision will help determine whether the City Council must direct the Dubuque Regional Airport Commission to terminate its agreement with Denver Air Connection due to insufficient funding for the MRG. If service is discontinued, the Council will direct the Dubuque Regional Airport Commission to issue Denver Air Connection the required 90-day termination notice, noting that Denver Air Connection may decide to cease service sooner than the 90-day timeframe. Council members also expressed concern that ending the current commercial air service could make it more difficult to attract future air carriers. In response to questions, Airport Director Todd Dalsing explained that the City receives federal funding through the Airport Improvement Program (AIP), which is based on annual passenger enplanements. He noted that as an FAA-certified airport, Dubuque must maintain compliance with FAA standards, requiring ongoing upgrades. The AIP typically covers 90% of project costs for upgrades, with the City responsible for the remaining 10%. Without commercial air service, the City would lose access to this funding and bear the full cost of improvements. Dalsing added that funding is secured through Fiscal Year 2027, with impacts expected in Fiscal Year 2028 if service ends. He also clarified that flights from the University of Dubuque's Aviation School do not count toward enplanement totals. Motion carried 7-0.

2. Fire Department FTE Increase and Fire Cost Recovery Fee: Motion by Jones to receive and file the documents and approve the creation of a Fire Cost Recovery Fee and the addition of five firefighter positions. Seconded by Wethal. Fire Chief Amy Scheller and EMS Bureau Chief Sam Janecke made a presentation. Council members referenced the number of threats identified in the Fire Department's Strategic Plan, highlighting the increasing demands on firefighters. In response to a question, Van Milligen confirmed that while the City has historically collected fees for services, rates for co-payers and insurers have not increased. He stated that an analysis will be conducted every year to determine an annual cost of living (COLA) increase on fees. He clarified that nine additional firefighter positions, that will be requested through the Fiscal Year 2027 budget process, would be fully funded through Fiscal Year 2030 contingent upon a successful Staffing for Adequate Fire and Emergency Response (SAFER) grant, with property tax support required thereafter. He emphasized that only the five additional firefighter positions are being requested at this time. Scheller summarized the previous and current civil service hiring process and Janecke addressed questions about reimbursement rates and cost reporting. Council members expressed support for the recommendations, citing the importance of

cost recovery and aligning staffing levels with national standards to better serve the community. Motion carried 7-0.

3. Award of Public Improvement Construction Contract — Comiskey Park Phase 2 Redevelopment Project: Motion by Sprank to receive and file the documents and adopt Resolution No. 385-25 Awarding The Public Improvement Construction Contract For The Comiskey Park Phase 2 Redevelopment Project. Seconded by Jones. Motion carried 7-0.

4. Repeal of Amendments to City Code Title 2, Chapter 5 - Housing Commission: 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 Roussell. Breitfelder explained the process leading up to the inadvertent deletion of some required language to Title 2, Chapter 5 of the code of ordinances. Brumwell added that the repeal of Ordinance 33-24 was important to restore the inadvertently deleted language and that staff will revisit future updates to the city code chapter upon the hiring of the new Housing and Community Development Director. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 44-25 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. Seconded by Roussell. Motion carried 7-0.

5. Proposed Amendment to Arts & Cultural Affairs Advisory Commission Ordinance Regarding Membership: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. City staff were unable to confirm the historical context behind the commission membership special qualifications. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 45-25 Amending City Of Dubuque Code Of Ordinances Title 2 Boards And Commissions, Chapter 8 Arts And Cultural Affairs Advisory Commission, Section 5 Membership. Seconded by Wethal. Motion carried 7-0.

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: 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. Economic Development Director Jill Connors stated that the Amended Urban Renewal Plan was adopted via public hearings several months ago, and that this current ordinance modifies the plan. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 46-25 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. Seconded by Farber. Motion carried 7-0.

7. Fire Department 2025-2030 Strategic Plan: Motion by Jones to receive and file the documents. Seconded by Wethal. City Council members commended the Fire Department's efforts and noted that

the threats identified in the strategic plan could serve as opportunities to build future strengths. Motion carried 7-0.

8. Dubuque Historic Federal Building MEP Systems Recommendation of Selection of Professional Consultant Services: Motion by Sprank to receive and file the documents and approve the selection 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. Seconded by Wethal. City Council highlighted the importance of contracting a consultant for this project. Motion carried 7-0.

9. Housing Creation Incentives Staff Recommendations – Updated Matrix: Motion by Roussell to receive and file the documents and adopt the resolution Authorizing The City Manager To Offer And Amend Housing Development Incentives For City Of Dubuque Development Agreements. Seconded by Jones. Connors noted that for-sale condominiums had been discussed in earlier conversations with developers. She emphasized that the Housing Incentives Matrix is intended as a collaborative tool for use with developers. Brumwell added that the matrix has been reformatted with clearer language to improve usability from a development perspective. City Council members referenced Section 2 of the resolution, which grants the City Manager authority to amend the conditions and incentives in the matrix as needed, and requested clarification on that provision. In response, Van Milligen recommended bringing the item back to the next City Council meeting with a clearer explanation of the intent. Motion amended by Roussell to receive and file the documents and place on the December 15, 2025, City Council Agenda. Seconded by Jones. Motion carried 7-0.

10. List of Iowa Economic Development Authority's 2025 Redevelopment Tax Credit Recipients from Dubuque: Motion by Roussell to receive and file the documents. Seconded by Wethal. City Council Members commended the projects that received the tax credits. Motion carried 7-0.

11. Updated Workforce Housing Handout: Motion by Jones to receive and file the documents. Seconded by Sprank. Motion carried 7-0.

12. Ribbon-Cutting Ceremony for Dubuque County 911 Emergency Communications Center Video: Motion by Resnick to receive and file the documents and view the video. Seconded by Farber. Communications Office staff showed a video recap of the ribbon-cutting ceremony for the new Dubuque County Emergency 911 Communications Center, located at 7880 Chavenelle Rd., that was held on November 6, 2025. The video of the full event can be viewed at https://youtu.be/eDqIFDHj3eQ?si=4cOctWDhU_cgJ5WK. City Council Members acknowledged the individuals and organizations who contributed to the new center. Motion carried 7-0.

13. Videos of Eagle Point Park Projects: Motion by Resnick to receive and file the documents and view the videos. Seconded by Sprank. Communications Office staff showed two videos featuring recent improvement projects at Eagle Point Park. The videos can be seen on the City's YouTube channel at: https://youtu.be/InK9126tR_w?si=R9DR_EapTx0CbNOh and <https://youtu.be/5v1HlStrClk?si=gtu5ci1jLRWNEHUc>. City Council Members praised Eagle Point Park and highlighted the value of videos like these in educating the public about the vital work of local government employees. Motion carried 7-0.

COUNCIL MEMBER REPORTS

City Council Members acknowledged Breitfelder's birthday and sang "Happy Birthday."

Jones reported on attending a DRA board meeting, Travel Dubuque board meeting, Field of Dreams Press Conference, a Dubuque Forward meeting, and the recent passing of John Liphardt.

Sprank reported on attending the DRA board meeting, Iowa Tourism Industry meeting, the Dubuque NAACP Turkey Giveaway, and the Holiday Train event.

Farber reported on attending a National League of Cities (NLC) Conference, acknowledging Economic Development Director Jill Connors for her presentation on childcare at the conference, as well as her involvement with the ITC Technology Committee and AI Forum.

CLOSED SESSION

Motion by Jones to convene in closed session at 9:59 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Roussell. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 10:46 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:46 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

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

The Dubuque City Council met in special session at 6:00 p.m. on December 8, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on Parks and Recreation Comprehensive Master Plan Draft.

**WORK SESSION
Parks and Recreation Comprehensive Master Plan Draft**

Parks and Recreation Director Matthew Kalcevich, along with Marissa Pellegrini and Sean Wozny the team from Kimley-Horn, provided details and data about how this process has evolved and the critical findings documented in the Parks and Recreation Comprehensive Master Plan Draft. The plan outlines a long-term vision for Dubuque's Parks and Recreation system, focusing on equitable access, sustainability, and community well-being. It incorporates feedback from over 35,000 community inputs to identify top priorities like aquatic facilities, trails, and inclusive programming. Key recommendations include reclassifying Eagle Point Park, expanding trail connectivity, and improving natural resource stewardship. Staffing and maintenance needs are emphasized due to system growth outpacing current resources. The next steps include a public comment period, board reviews, and City Council adoption. City Council Members commended the plan and encouraged all residents to continue sharing their input. Council recognized the increased polarization of the State and Federal Government bodies and how this will make budgeting for some of the amenities challenging and suggested looking into the need for alternative funding sources.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 7:35 p.m.

/s/Trish Gleason, MMC
Assistant City Clerk

HUMAN RIGHTS COMMISSION MEETING MINUTES
November 18, 2025

DATE: Tuesday, November 18, 2025

TIME: 4:30 PM

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

The meeting was called to order at 4:30 pm.

Commissioners Present: Jake Kurczek, Michaela Freiburger, Traci Phillipson, David Heiar, Rick Baumhover, Matthew Zanger, Luzelena Bravo, DeLano Cain Watson

Commissioners Excused:

Commissioners Absent: Nikki Nutter

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 October 14, 2025, meeting. Motioned by Heiar, seconded by Baumhover, 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: 43

Director's Report

The open Chief of Human Right's position has been posted. Commission members are invited to participate in the interview panel. The Chief's job description included several changes including the title change from Chief to Director.

Grant language has been updated to allow for multiple grants to be awarded of up-to \$5000 each. The grant will be accepting applications in January 2026.

Cooperative Agreements with the Iowa Office of Human Rights have been received and will be signed by the City Manager.

Jannette reported on the new House File 706 which requires all newly elected or appointed members of the commission to complete specialized training regarding Iowa's Sunshine laws.

Chairperson's Report

Nothing to report.

Old Business:

The subcommittee updating the binder/handbook is still in progress, no update.

New Business:

Hiring for Chief/Director: per Lehman, they are hoping to start interviews in mid-December with an offer being made in January.

Update on the Community Support and Empowerment Grant: The grant was updated to include suggested language by the commission at the October meeting. The grant will now allow for multiple grantees with awards up-to and including \$5000.

Attendance Policy: the Chair reminded the commission that after missing three meetings the commission has the power to ask that commissioner to step down.

Reminder of terms: commissioners were reminded to check their term expiration. The City Clerk's office already sent reminders to two commission members whose terms are expiring soon.

Update on Goals/subcommittees: The subcommittee updating the binder/handbook is still in progress; no update.

Local/State/Federal Updates and impacts on human rights and upcoming Iowa Congressional Session: Chief Kurczek will reach out to our legislators and invite them to the December meeting.

December commission meeting: the commission decided to hold the meeting in December.

Human Rights Day, December 10: a proposed proclamation for December 10 to be named as Human Rights Day was presented to the commission. It was agreed that the proclamation should go before City Council at their next meeting scheduled for December 1. The language was approved by the commission. Heiar motioned to submit the proclamation, Phillipson seconded, all in favor.

Upcoming Outreach Events

None

Upcoming Cultural Events

None.

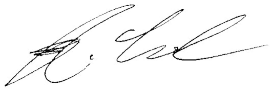
Reflections and Updates

None.

Adjournment:

Motion to adjourn by Heiar, seconded by Phillipson. All in favor. The meeting ended at 5:02 p.m.

The next regularly scheduled meeting is scheduled for Tuesday, January 13, 2026, at 4:30 p.m., at the Multicultural Family Center.

Minutes approved as submitted:  _____

Minutes approved as corrected: _____

**City of Dubuque
City Council**

CONSENT ITEMS # 2.

ITEM TITLE:	Notice of Claims and Suits
SUMMARY:	Christian Heim for vehicle damage; Randy Johnson for vehicle damage; Lindsey Williams for vehicle damage.
SUGGESTED DISPOSITION:	Receive and File; Refer to City Attorney

ATTACHMENTS:

1. Claim by Randy Johnson
2. Claim by Lindsey Williams
3. Claim by Christian Heim

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

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

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

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

1. Name of Claimant: RANDY JOHNSON
2. Address: 2010 FARLEY ST.
City: DUBUQUE State: IOWA Zip: 52001
3. Telephone Number: 563-564-0797
4. Date of Incident: 12-5-75
5. Time of Incident: 10:15 AM
6. Location of Incident (Be specific): PLAZA DRIVE MEASURING 764 FEET
NORTH FROM PLAZA DRIVE
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.)
TURNING LEFT INTO BLANKS FROM LEFT LANE WHEN I WAS STRUCK
BY A JULE CITY BUS (OPERATOR IS RONALD BURBACH)
8. What were weather conditions like? CLOUDY-COLD
9. Give name and address of any witnesses: RONALD BURBACH (DRIVER OF BUS)
10. Did police investigate? (If so, give names of officers.)
YES JEFF TUPPER 21A BADGE #
11. Was anyone injured? (If so, give names, addresses, and extent of injuries).
NO

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

YES MY TRUCK 2015 COLORADO MIDDLE PASSENGER SIDE

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

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

NO

15. What amount do you claim from the City of Dubuque? \$9387.21

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

RONALD BURBACH BUS DRIVER CLAIMED RESPONSIBILITY

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

NO

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

Dated at Dubuque, Iowa this 9TH day of DECEMBER, 20 25.

Randy Johnson

(Signature)

RAUDY JOHNSON

(Print Name)

(Rev. 9/24)

City Clerk's Office
Dubuque, IA

2025 DEC 10 AM 8:45

RECEIVED

mvm
Legal
Article Swift

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

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

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

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

1. Name of Claimant: Lindsey Williams
2. Address: 1592 1/2 Central Ave apt 6
City: Dubuque State: IA Zip: 52001
3. Telephone Number: 563 212 5478
4. Date of Incident: 11/30/25
5. Time of Incident: 5:06 am
6. Location of Incident (Be specific): 16th Street across from Dream Center

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

A snow plow hit my car, which was legally parked. Plow driver's name is: John Kirk

8. What were weather conditions like? Snowing
9. Give name and address of any witnesses: _____
10. Did police investigate? (If so, give names of officers.)
Police Officer who responded & notified me: Jared Ostwinkle
11. Was anyone injured? (If so, give names, addresses, and extent of injuries).

No

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

Damage was done to my vehicle, estimate will be attached

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

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

no

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

See estimate for amounts

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

a city employee, using city equipment, damaged my vehicle

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

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

Dated at Dubuque, Iowa this 8 day of December, 2025.

Lindsey Williams (Signature)

Lindsey Williams (Print Name)

(Rev. 9/24)

City Clerk's Office
Dubuque, IA

2025 DEC -8 PM 4: 06

RECEIVED

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

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

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

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

1. Name of Claimant: Christian Heim
2. Address: 1021 1/2 3rd St
City: Galena State: IL Zip: 61036
3. Telephone Number: 815. 281-0924- Send text & I will return call
4. Date of Incident: 11/30/25
5. Time of Incident: 8:33
6. Location of Incident (Be specific): St. Celia St Dubuque Ia.

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

City snow plow struck parked car owned
by Christian Heim

8. What were weather conditions like? Snowy
9. Give name and address of any witnesses: _____
10. Did police investigate? (If so, give names of officers.)
yes - Officer Ostwinkle Crash #2025-008489
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.)

See attached estimate

13. What other damages do you claim, if any? loss of wages

Mr. Heim will need to take a vacation day for the repairs as is a rural mail carrier & cannot get day off without using

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.) Vacation day

NO

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

942.22 plus wages

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

Snow plow WAS City of Dubuque snow plow & employee

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

NO

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

Dated at Dubuque, Iowa this 9th day of December, 2025.

Christian Heim

(Signature)

Christian Heim

(Print Name)

RECEIVED

(Rev. 9/24)

12/10/2025, 9:41:59 AM

City Clerk's Office
Dubuque, IA

**City of Dubuque
City Council**

CONSENT ITEMS # 3.

ITEM TITLE:	Disposition of Claims
SUMMARY:	City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Julio Vega Chacon 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: 12/5/2025

RE: Claim Against the City of Dubuque by Julio Vega Chacon

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Julio Vega Chacon	11/20/2025	9/15/2025	Vehicle Damage

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

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

cc: Michael C. Van Milligen, City Manager
Ryan Knuckey, Director of Transportation Services
Julio Vega Chacon

**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_15
2. Approving Expenditures Resolution 2025_12_15
3. Expenditure Report - Approvals
4. Expenditure Report - Exceptions
5. 12.15.25_August Interim Expenditures by Fund
6. 12.15.25_December Interim Revenues
7. 12.15.25_November Interim Expenditures by Fund
8. 12.15.25_November Interim Revenues
9. 12.15.25_October Interim Expenditures by Fund
10. 12.15.25_October Interim Revenues
11. 12.15.25_September Interim Expenditures by Fund
12. 12.15.25_September 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: December 8, 2025

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

In addition, Finance is submitting expenses paid since December 3 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 12-17-2025

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
1800TShirts	\$ 194.00	Transit Employee Uniforms
1800TShirts	537.50	Parking Meter Enforcement Employee Uniforms
1ST AYD CORP	214.14	Janitorial Supplies - JOTC Garage
563 DESIGN PLLC	3,750.00	Architectural Services-Fire Station HDQ Remodel
563 DESIGN PLLC	4,000.00	ST5 Emergency Repair-Stair Replacement
563 DESIGN PLLC	21,000.00	Construction Documentation
A-1 MOBILE STORAGE SERVICE, LLC	175.00	STORAGE CONTAINER -BRANCHING OUT DBQ
ADDOCO INC	1,280.00	MULCH FOR GREENHOUSE AREAS
ADVANCE DESIGNS	230.00	TST HD sweatshirts
ADVANCE DESIGNS	1,214.56	UNIFORMS FOR FT STAFF
ADVANCE DESIGNS	390.12	UNIFORMS FOR FT STAFF
AHLERS & COONEY PC	539.00	Urban Renewal General
AHLERS & COONEY PC	2,106.50	General Professional Services
AHLERS & COONEY PC	78.00	ITC Franchise Ordinance
AHLERS & COONEY PC	1,930.00	Environmental Services
AHLERS & COONEY PC	3,028.00	Environmental Professional Services
AIRGAS USA LLC	16.20	Medical Oxygen for Ambulances
AIRGAS USA LLC	2.70	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	2.70	MONTHLY TANK RENTALS FOR WATER TRT.PROCESS
AIRGAS USA LLC	5.40	MONTHLY TANK RENTALS FOR WATER TRT.PROCESS
AIRGAS USA LLC	2.70	Medical Oxygen for Ambulances
AIRGAS USA LLC	5.94	Medical Oxygen for Ambulances
AIRGAS USA LLC	13.37	Medical Oxygen for Ambulances
AIRGAS USA LLC	2,674.69	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	3,341.81	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	10.18	Medical Oxygen for Ambulances
AIRGAS USA LLC	2,599.90	Tank & Vaporizer Rental - FY26
AIRGAS USA LLC	2,692.65	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	3,510.32	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	1,953.02	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	3,270.68	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	3,124.96	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	2,629.12	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	3,315.57	Liquid Oxygen for the WRRRC - FY26
AIRGAS USA LLC	3,303.14	Liquid Oxygen for the WRRRC - FY26
ALLIANT ENERGY	1,310.23	Electricity for Intermodal Nov 25
ALLIANT ENERGY	1,811.93	Electricity for JOTC Nov 25
ALLIANT ENERGY	5,399.44	FY 2026 Energy Costs for Various Locations
ALLIANT ENERGY	410.10	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	2,957.94	FY 2026 Energy Costs for Various Locations
ALLIANT ENERGY	72,616.78	FY2026 BLANKET PO - ELECTRICITY COSTS
ALLIANT ENERGY	64.34	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	3,234.96	FY 2026 Energy Costs for Various Locations
ALTORFER INC	25.00	UNIT #3475- SH42687106- FREIGHT FOR INV PC10076537
ALTORFER INC	166.50	UNIT #3475 - SH42687051 - Sun Visor
ANDERSON WELDING & REPAIR LLC	270.00	As needed Welding & Repair Svc - FY26
ANDERSON WELDING & REPAIR LLC	1,376.40	As needed Welding & Repair Svc - FY26
Aquatic Informatics Inc.	11,489.60	Upgr HACH WIMS Sftwre Sys-WRRRC-updated for coding
Ascendance Trucks LLC	487.24	Unit #3451-SH42767140-CHG OIL,CHK WPRS, FLUIDS,LTS
Ascendance Trucks LLC	2,851.87	Unit #1902 - VALVE REG, FUEL PRIMER PUMP KIT, FLTR
Ascendance Trucks LLC	86.65	Unit #3475 - SH42766923 - CLAMP, CAP
Ascendance Trucks LLC	3,752.78	Unit #1906 - WO8398 - DPF KIT & Doc Assy
Ascendance Trucks LLC	89.16	STOCK
Ascendance Trucks LLC	219.90	Unit #1906 - WO8456 - Sensor Exhaust Gas Temperatu
Ascendance Trucks LLC	272.90	Unit #1902 - WO8431 - ICP TRANSDUCER SENSOR
Ascendance Trucks LLC	823.89	Unit #3407 - WO8436 - NO SENSOR
AT&T Mobility National Accounts, LLC	3,598.12	AT&T First Net Monthly Charges
AT&T Mobility National Accounts, LLC	1,242.79	AT&T FirstNet - 10/29/25-11/28/25

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
AUSTIN J WEITZ	170.00	Per Diem 2-Day Precision Rifle Challenge
AV FUEL	21,956.88	Blanket Purchase Order - Aviation Fuel
AV FUEL	21,128.63	Blanket Purchase Order - Aviation Fuel
AV FUEL	37,739.01	Blanket Purchase Order - Aviation Fuel
BARRY A LINDAHL	407.65	Lindahl - IMAA
Bauer Built Inc	286.18	UNIT #3226 - TIRE REPAIR/PART
Bauer Built Inc	184.34	UNIT #3255 - TIRE REPAIR/PART
BENJAMIN J POTHOFF	160.00	Reimbursement for trip to Orlando Fl
BLACK HILLS/IOWA GAS UTILITY CO	47.15	FY2026 BLANKET PO - GAS COSTS
BLACK HILLS/IOWA GAS UTILITY CO	51.23	FY2026 BLANKET PO - GAS COSTS
BLACK HILLS/IOWA GAS UTILITY CO	172.54	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
BLACK HILLS/IOWA GAS UTILITY CO	174.55	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
BLACK HILLS/IOWA GAS UTILITY CO	150.84	FY2026 BLANKET PO - GAS COSTS
BLACK HILLS/IOWA GAS UTILITY CO	386.45	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
BLACK HILLS/IOWA GAS UTILITY CO	350.45	Locust Ramp Electricity FY26
BLACKSTONE AUDIO BOOKS	86.85	CD Audio Books for Library Collection
BLACKSTONE AUDIO BOOKS	126.69	CD Audio Books for Library Collection
BluePath Finance FC IV LLC	865.48	UTILITY EXPENSE - ELECTRICITY
BODENSTEINER IMPLEMENT COMPANY	22,500.00	JOHN DEERE X738 TRACTOR W/MOWER DECK
Book Farm LLC	4,051.59	Children's books for collection
CALLAWAY GOLF SALES COMPANY	271.53	PRO SHOP MERCHANDISE
CALLAWAY GOLF SALES COMPANY	592.18	PRO SHOP MERCHANDISE
CALLAWAY GOLF SALES COMPANY	247.68	PRO SHOP MERCHANDISE
CALLAWAY GOLF SALES COMPANY	495.36	PRO SHOP MERCHANDISE
CALLAWAY GOLF SALES COMPANY	244.18	PRO SHOP SPECIALTY ITEM
Camiros, Ltd	4,350.00	Camiros - UDC Update October 2025
CARRICO AQUATIC RESOURCES INC	2,374.39	POOL UV LAMP MAINTENANCE
CARRICO AQUATIC RESOURCES INC	1,845.48	POOL UV LAMP MAINTENANCE
Carroll Clark	338.40	TRAVEL REIMBURSEMENT 12/2-12/3/2025
CDB UTILITY CONTRACTORS	25,735.00	SHALLOW WELL FIELD FIBER OPTIC PATH - SCADA
CENTER POINT INC	24.57	Large print books for circulating collection
CES COMPUTERS INC	1,701.00	Training Laptop
CES COMPUTERS INC	3,486.00	MFC OFFICE KEYS
CES COMPUTERS INC	58.82	Sound Bar Speaker for Computer
CHEMSEARCH	360.40	Fed Bldg Cooling tower chemicals
CINTAS CORP	61.61	Cleaning Supplies / Mats - Intermodal - FY26
CINTAS CORP	53.86	Various Maintenance - FY26
CINTAS CORP	128.16	Cintas Ramp Rugs FY26
CINTAS CORP	61.61	Cleaning Supplies / Mats - Intermodal - FY26
CINTAS CORP	20.01	Various Maintenance - FY26
CINTAS CORP	184.17	Mats, Cloths, shop towels JOTC FY26
CINTAS CORP	53.86	Various Maintenance - FY26
CINTAS CORP	414.35	Various Maintenance - FY26
CINTAS CORP	173.28	Cintas Ramp Rugs FY26
CINTAS CORP	20.01	Various Maintenance - FY26
CINTAS CORP	262.48	Various Maintenance - FY26
CINTAS CORP	20.01	Various Maintenance - FY26
CINTAS CORP	53.86	Various Maintenance - FY26
CINTAS CORP	701.88	Rugs/Towels for the WRRF-FY26
CINTAS FIRST AID & SAFETY	93.49	FY2026 First Aid Supplies
CINTAS FIRST AID & SAFETY	163.75	FY2026 First Aid Supplies
City of Dubuque	64,164.00	SHORTFALL AND SUBSIDY FOR FY26
City of Dubuque	69,287.00	SHORTFALL AND SUBSIDY FOR FY26
CITY OF DUBUQUE - UB	1,304.76	COMMUNITY IMPACT SERVICE PROGRAM
CITY OF DUBUQUE - UB	1,108.58	COMMUNITY IMPACT SERVICE PROGRAM
CITY OF DUBUQUE - UB	1,279.95	COMMUNITY IMPACT SERVICE PROGRAM 11/1/25-11/15/25
CITY OF DUBUQUE - UB	894.97	COMMUNITY IMPACT SERVICE PROGRAM 11/16/25-11/30/25
CITY OF DUBUQUE IOWA/FIVE FLAGS	599,455.00	SHORTFALL AND SUBSIDY FOR FY26
CITY OF DUBUQUE IOWA/FIVE FLAGS	2,913.92	REIMBURSEMENT FOR INVOICE- OVG PAID BY MISTAKE
CLEAN SWEEP OF I & I LLC	49.22	Car Washes
CLEMENT COMMUNICATIONS, INC	889.98	Safe Attitude Poster Program 10/15/25

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
COMMAND SECURITY SOLUTIONS	38.99	ALARM MONITORING FY26
COMMAND SECURITY SOLUTIONS	38.99	ALARM MONITORING FY26
COMMAND SECURITY SOLUTIONS	30.89	ALARM MONITORING FY26
COMMERCIAL FLOORING CO	9,975.00	New carpet in Patrol Area
COMMUNICATIONS ENGINEERING CO	661.50	MAINTENANCE TO CARD READERS AT POD MARINA
COMMUNICATIONS ENGINEERING CO	3,627.00	Sophos Central Email Advanced
CONLON CONSTRUCTION CO	1,358,006.57	Iowa Amphitheater Schmitt Island Bid Pkg 2
Connor Mosele	90.00	BASKETBALL REFEREE
CONSTELLATION NEW ENERGY GAS DIV	4,012.18	Natural Gas - FY26 - Constellation
CONSTELLATION NEW ENERGY GAS DIV	2,684.82	Utility gas for library
Cooper Grams	90.00	BASKETBALL REFEREE
Derrick Johnson	180.00	BASKETBALL REFEREE
Dinges Partners Group	4,100.00	One Set of Bunker Gear for Petersen
DITTMER RECYCLING INC	1,497.36	Blanket Refuse-Comingled Recycling
DITTMER RECYCLING INC	11,482.30	LF- Dittmer Recycling Services
DITTMER RECYCLING INC	415.54	Blanket Purchase Order - Monthly Refuse Collection
DITTMER RECYCLING INC	150.00	FY2026 BLANKET PO - SVC TRASH AND RECYCLING CHARGE
DITTMER RECYCLING INC	215.86	Landfill Fees - 20 yrd/2 yrd - FY26
DITTMER RECYCLING INC	2,339.81	REFUSE FOR NOV 2025
Drive Line & Company, Inc.	9,345.00	Parking Truck Chasis with Aluminum Flat Bed
Drive Line & Company, Inc.	318.62	UNIT #3252 - CUTTING EDGE KIT, BOLT BAG
DUBUQUE AREA CONVENTION & VISITORS	439,922.75	FY 2026 COS/POS Travel D
DUBUQUE COMMUNITY SCHOOL DIST	2,683.45	LF- School Bus Rental- 10/20-10/23/25
DUBUQUE COMMUNITY SCHOOL DIST	7,378.33	BEFORE SCHOOL CARE REIMBURSEMENT
DUBUQUE COMMUNITY SCHOOL DIST	351.12	CAMERA REPAIR
DUBUQUE COUNTY ABSTRACT & TITLE	155.00	ABSTRACT FEES FOR 35 CLARKE AND 632 W 8TH
DUBUQUE COUNTY AUDITOR	6,455.32	FY 26 Franchise Fees
DUBUQUE COUNTY AUDITOR	210.20	FY 26 Franchise Fees
DUBUQUE COUNTY RECORDER	27.00	RECORDING FEE FOR 5 PROPERTIES
DUBUQUE COUNTY RECORDER	22.00	RECORDING FEE FOR 5 PROPERTIES
DUBUQUE COUNTY RECORDER	47.00	RECORDING FEE FOR 5 PROPERTIES
DUBUQUE COUNTY RECORDER	57.00	RECORDING FEE FOR 5 PROPERTIES
DUBUQUE COUNTY RECORDER	37.00	LF- MCG Agreement
DUBUQUE COUNTY SHERIFF	215.00	Sheriff Services for NOVEMBER 2025
DUBUQUE HOSE & HYDRAULICS	166.06	UNIT #3456 - SH42983422 - PARTS (TAPS)
DUBUQUE HOSE & HYDRAULICS	88.19	UNIT #3242 - 8340 - HOSE
DUBUQUE HOSE & HYDRAULICS	29.93	UNIT #3208 - WO 8363 - HOSE, PIPE, SWVL, CRIMP SCK
DUBUQUE HOSE & HYDRAULICS	5.58	BUILDING - POWER WASHER SWIVEL HOSE
DUBUQUE HOSE & HYDRAULICS	116.24	UNIT #2697 - WO 8453 - HOSES/LABOR
DUBUQUE HOSE & HYDRAULICS	11.91	BUILDING - WASH BAY
DUBUQUE MULCH COMPANY	108.00	POD Mulch
DUBUQUE MULCH COMPANY	54.00	5thst Ramp Mulch
DUBUQUE RACING ASSOCIATION LTD	14.85	DRA Board Mtg Luncheons-November 2025
DUBUQUE VISITING NURSE ASSOCIATION	1,111.95	Dubuque Visiting Nurse-Project 8X0173
Dyersville Area Chamber of Commerce	302.50	2026 Membership
EASTERN IOWA EXCAV & CONCRETE LLC	72,351.09	Sanitary Sewer Repairs & Replacements 2025
ECOLANE USA INC	8,332.64	Ecolane FY26 Annual Maintenance
ELIZABETH SULLA	8.12	12/8 Mileage reimbursement: Lizzie Sulla
ERIC F MISKO	72.00	Headshot Photo-New Council Member: TL
EUROFINS ENV TESTING NORTH CENTRAL	169.80	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	89.55	Lab Fees for FY26 (remainder)
EUROFINS ENV TESTING NORTH CENTRAL	169.80	Lab Fees for FY26 (remainder)
EXPRESS EMPLOYMENT PROFESSIONALS	770.00	Express 09212025
EXPRESS EMPLOYMENT PROFESSIONALS	840.00	Express 09212025
EXPRESS EMPLOYMENT PROFESSIONALS	770.00	Temporary custodial services
EXPRESS EMPLOYMENT PROFESSIONALS	805.00	Temp Employees 11052025
EXPRESS EMPLOYMENT PROFESSIONALS	406.30	Dispatcher Temp Services
FINLEY HOSPITAL	182.85	Franchise Fee FY26
FINLEY HOSPITAL	5,894.68	Franchise Fee FY26
Floratine Central Turf Products	824.92	JD Bedknife & bedknife screws
FOTH INFRASTRUCTURE & ENVIRO LLC	96,936.35	Old Mill Lift Station Phase 4 Design - Foth

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
FRED JACKSON TUCKPOINTING CO	1,376.00	Bluff Street Modillion Inspection
G & R TREE SERVICE INC	6,775.00	TREE REMOVAL AT EAGLE POINT PARK
G & R TREE SERVICE INC	4,800.00	TREE REMOVAL AT EAGLE POINT PARK
G & R TREE SERVICE INC	3,600.00	TREE REMOVAL AT EAGLE POINT PARK
G & R TREE SERVICE INC	3,600.00	TREE REMOVAL
Gavin Sarvis	180.00	BASKETBALL REFEREE
GDB International Inc	6,520.00	LF Blanket- Post Consumer Paint Received in LBS
GEISLER BROTHERS COMPANY	1,238.00	WRRRC HVAC Preventative Maintenance Services
GEISLER BROTHERS COMPANY	3,278.00	WRRRC HVAC Preventative Maintenance Services
GEISLER BROTHERS COMPANY	1,048.86	WRRRC HVAC Preventative Maintenance Services
GEISLER BROTHERS COMPANY	1,458.00	WRRRC HVAC Preventative Maintenance Services
GEISLER BROTHERS COMPANY	3,154.00	WRRRC HVAC Preventative Maintenance Services
GEISLER BROTHERS COMPANY	1,491.25	QUARTERLY PM CHECKS PORT OF DUBUQUE FY26
GENUINE PARTS COMPANY INC	29.67	UNIT #3450 - SH42983321 - RETAINER, CABIN AIR FILT
GENUINE PARTS COMPANY INC	72.10	UNIT #3453 - SH42765120-OIL/AIR FILTERS (11/11/25)
GENUINE PARTS COMPANY INC	31.99	UNIT #3453 - SH42983518 - BROKEN TOOL REPLACEMENT
GENUINE PARTS COMPANY INC	46.10	UNIT #3455 - SH42983600 - FILTERS
GENUINE PARTS COMPANY INC	6.99	LF-Carlyle Socket 9/16 in 12 Point 11/21/25
GENUINE PARTS COMPANY INC	619.69	STOCK FILTERS (11/25/2025)
GENUINE PARTS COMPANY INC	19.58	STOCK FILTERS (11/25/2025)
GENUINE PARTS COMPANY INC	63.57	STOCK FLUIDS (11/26/2025)
GENUINE PARTS COMPANY INC	105.24	STOCK FLUIDS 12/01/2025
GENUINE PARTS COMPANY INC	75.99	UNIT #2609 - WO8351 - STEERING PITMAN ARM
GENUINE PARTS COMPANY INC	351.13	STOCK FILTERS 12/4/2025
GENUINE PARTS COMPANY INC	5.69	STOCK FILTERS 12/5/2025
GENUINE PARTS COMPANY INC	184.56	STOCK FILTERS 12/5/2025 (2)
GILLIG LLC	663.37	UNIT #2682 - WO8536 - REAR LIGHT QUARTER PANEL
GILLIG LLC	153.53	UNIT #2681 - RELAY VALVE
GOODYEAR TIRE & RUBBER	2,816.90	Goodyear Tires October 25
GRAYMONT WESTERN LIME INC	5,382.68	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,478.08	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GREEN VALLEY LANDSCAPING LLC	525.00	Rosemont St Detention Basin Clearing
HAWKINS INC	6,726.63	Sodium Hypochlorite - Bulk order
HDR ENGINEERING INC	5,582.50	Stormwater Pebble Cove
HDR ENGINEERING INC	9,882.50	Stormwater Pebble Cove
HDR ENGINEERING INC	67,622.73	HDR - OMLS Middle Fork Phase 3 Design Contract
HDR ENGINEERING INC	4,307.50	Stormwater Pebble Cove
HDR ENGINEERING INC	15,611.53	Sanitary Sewer Asset Mgmt Plan
HDR ENGINEERING INC	7,207.50	Sanitary Sewer Asset Mgmt Plan
HDR ENGINEERING INC	2,855.00	Sanitary Sewer Asset Mgmt Plan
HDR ENGINEERING INC	90,599.36	HDR - OMLS Middle Fork Phase 3 Design Contract
HENDERSON PRODUCTS INC	216.80	Unit 3223 - CHAMBER,AIR,ANCHORLOK
HENDERSON PRODUCTS INC	218.82	Unit #3233 - VINYL TARP
HENDRICKS FEED & SEED CO INC	418.00	ICE MELT FOR DOWNTOWN AREAS
HENDRICKS FEED & SEED CO INC	398.00	Street- Hendricks Choice Salt -50# Blue
HG APT LLC	35,000.00	2901 Central - HG APT
HM Life Insurance Company	95,801.07	Stop Loss Insurance premium for December 2025
HOLY FAMILY CATHOLIC SCHOOLS	50.00	TURKEY TROT DEP REFUND
HOUSING	120.00	2016 ST JOHN PROPERTY SALE REIMBURSEMENT
HOUSING	120.00	2178 ST CELIA PROPERTY SALE REIMBURSEMENT
HOUSING	120.00	2650 N GRANDVIEW PROPERTY SALE REIMBURSEMENT
HOUSING	120.00	2925 ILLINOIS PROPERTY SALE REIMBURSEMENT
HOUSING	30.00	2676 RAVEN OAKS PROPERTY SALE REIMBURSEMENT
HOUSING	30.00	2891 INDIANA PROPERTY SALE REIMBURSEMENT
HOUSING	15.00	1010 UNIVERSITY PROPERTY SALE REIMBURSEMENT
HOUSING	1,155.00	39 BLUFF PROPERTY SALE REIMBURSEMENT
HOUSING	262.50	719 ROSE PROPERTY SALE REIMBURSEMENT
HOUSING	105.00	1220 KANE PROPERTY SALE REIMBURSEMENT
HOUSING	28.75	2156 N MAIN PROPERTY SALE REIMBURSEMENT
HOUSING	97.50	1553 FAIRFAX PROPERTY SALE REIMBURSEMENT
HOUSING	243.75	3660 HILLCREST PROPERTY SALE REIMBURSEMENT

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
HOUSING	15.00	320 E 26TH PROPERTY SALE REIMBURSEMENT
HOUSING	105.00	2568 WASHINGTON RENTAL LICENSE OVERPAYMENT
HOUSING	35.00	621 MERCHANTS OVERPAYMENT
HOUSING	1,050.00	2365 UNIVERSITY PROPERTY SALE REIMBURSEMENT
HOUSING	65.00	2735 MUSCATINE OVERPAYMENT REIMBURSEMENT
HOUSING	157.50	610 NEVADA PROPERTY SALE REIMBURSEMENT
HOUSING	131.25	785 ALPINE PROPERTY SALE REIMBURSEMENT
HOUSING	90.00	385 WARTBURG REFUND ON STORAGE APARTMENT
HOUSING	97.50	2712 JACKSON ROOMING UNIT REIMBURSEMENT
HOUSING	97.50	992 MT LORETTA RENTAL ROOMING UNIT OVERPAYMENT
HOUSING	11,589.84	FSS 005014 ESCROW GRADUATION
HOUSING	9,483.77	FSS 008059 ESCROW PAYOUT
IMWCA	81,081.00	Work Comp Premium - Installment #6
INFOSEND INC	14,990.81	November Charges
INGRAM LIBRARY SERVICES INC.	(4.49)	Children's books for collection
INGRAM LIBRARY SERVICES INC.	1,456.27	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	408.84	Children's books for collection
INGRAM LIBRARY SERVICES INC.	38.72	Teen/Young Adult Materials for Collection
INTELIUS SCREENING SOLUTIONS LLC	328.56	FY26 Background Checks - November 2025
IOWA DEPT OF INSPECTIONS & APPEALS	225.00	Elevator Inspection- Engine House
IOWA DEPT OF NATURAL RESOURCES	125,736.78	LF- Iowa DNR Solid Waste Tonnage Tax FY26 Q1
Iowa Health System	375.00	EMS Pharmacy Fees
IOWA KENWORTH INC	228.80	STOCK 12/4/2025
IOWA KENWORTH INC	214.78	STOCK 11/26/2025
J & R SUPPLY COMPANY	68.00	J & R Supply- Softshell Jacket XL
J & R SUPPLY COMPANY	550.00	JFK Sanitary Parts
J & R SUPPLY COMPANY	45.00	Manhole Hook
J & R SUPPLY COMPANY	80.24	Refuse- Shipping Charge for invoice 2511182
JAMES J GRAVES	187.50	Signs for the three entrance gates at the WRRRC
JEFF F ARENSDORF	2,669.10	Sanitary project CRP Restoration
JILL M CONNORS	488.00	per diem/jc
JILL M CONNORS	200.00	per diem/jc
JOHNSON CONTROLS	74.60	Service Call - Bld #70 panel issues
JOHNSON CONTROLS FIRE PROTECTION	1,084.83	MSC- Service call 11/11/25
KAHER LAWN CARE LLC	825.00	Snowfall Cleanup- 11/29-11/30
KEN SAIKI DESIGN INC	16,096.37	COMISKEY PARK -PHASE 2
KENNETH J WELTER	90.00	BASKETBALL REFEREE
KENNETH M MILLER	300.00	Travel- RCon- SWANA 11/12-11/15/25
KILBURG EQUIPMENT LLC	146.10	UNIT #4009 - ACTUATOR COUPLER
KILBURG EQUIPMENT LLC	18.47	STOCK - RUBBISH 12/03/2025
KIM A HERRIG	515.00	FY26 Custodial Services for 300 Main, Suite 330
KMDE LLC	1,663.80	MSC Solar Production- NOV 2025
KRAEMERS WATER STORE INC	45.15	Bottled Water Service for Landfill 11/30/25
KRISTEN K DIETZ	1,750.00	Tuition Reimbursement for Fall semester 2025
KRUSER SEPTIC SERVICE INC	3,070.00	FY26 WRRRC As Needed Maintenance
LAMAR TEXAS LIMITED PARTNERSHIP	810.00	12 Steps to Town Making Sessions
LESLEIN TRUCKING	22,763.85	FY2026 BLANKET PO - SLUDGE HAULING SERVICES
MACQUEEN EQUIPMENT GROUP	224.62	Repair-SCBA Unit
MACQUEEN EQUIPMENT GROUP	547.99	STOCK - RUBBISH 11/26/2025
MARTIN EQUIPMENT OF IL INC	678.72	UNIT# 3456 - SH42763006 - Wear Plate
MARTIN EQUIPMENT OF IL INC	2,706.10	UNIT#3456 - SH 42983015 - CAP SCREWS, WSHR, RTNR..
MARTIN EQUIPMENT OF IL INC	199.94	UNIT#3467 - SH42983189 - ORING,HOSE SLVS,FITTINGS
MARTIN EQUIPMENT OF IL INC	393.53	UNIT# 3456 - Misc. Parts 11/25/2025
MARTIN EQUIPMENT OF IL INC	1,612.34	UNIT#3453 - PARTS/SERVICE
MARTIN EQUIPMENT OF IL INC	729.24	UNIT#3456 - Landfill dozer repair parts 12/5/25 (2
MARTIN EQUIPMENT OF IL INC	765.25	UNIT#3456 - Landfill dozer repair parts 12/5/25
MEDIACOM	236.90	FY26 INTERNET FOR POD MARINA
MICHAEL C VAN MILLIGEN	14.06	12/2 MVM business lunch w/ Josh Boldt
MICHAEL C VAN MILLIGEN	16.68	12/4 MVM business lunch w/ Keith Rahe
MICHAEL C VAN MILLIGEN	16.68	12/9 MVM business lunch w/ Anthony Williams
Michael Kerth	423.00	ALA Conference 2025 Reimbursement

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
MICS CONSTRUCTION	4,750.00	949 Clarke Dr LHH21
MIDWEST TAPE LLC	333.64	Adult DVDs, BluRays, CDs for Collection
MIDWEST TAPE LLC	23.24	Children's AV and Video Materials
MIDWEST TRADING HORTICULTURAL SUPPL	4,673.14	BULK POTTING SOIL FOR GREENHOUSE
MIKE FINNIN FORD LLC	235.63	UNIT #1999 - WO8259 - Break Lining Kit; Break Pad
MIKE FINNIN FORD LLC	367.56	UNIT#770001 - WO8252 - FAN/MOTOR REPAIR PARTS
MIKE FINNIN FORD LLC	1,042.53	STOCK - POLICE 11/26/25
MIKE FINNIN FORD LLC	46.37	UNIT#1858 - WO 8277 - VALVE ASY
MIKE FINNIN FORD LLC	80.45	UNIT#1858 - WO 8277 - SOLENOID ASY
MIKE FINNIN FORD LLC	33.53	UNIT #110002 - WO8399 - Windshield Hose
MIKE FINNIN FORD LLC	169.77	UNIT #110004 - WO 8449 - BRACKET, SOLENOID ASY
MIKE FINNIN FORD LLC	71.23	No unit - Will be returning windshield hose
MIRACLE CAR WASH CORP	21.49	PATROL TRUCKS WASHED
MIRACLE CAR WASH CORP	45.78	FY26 Police Vehicle Car Washes
MIRACLE EXPRESS INC	6.76	FY26 Police Vehicle Car Washes-Express
MOLO OIL COMPANY	812.18	Molo Oil-City Vehicle Fuel Charge 11/20/2025
MOLO PETROLEUM LLC	147.95	UNIT #2704 - HYDRAULIC FLUID
MOLO PETROLEUM LLC	688.42	FUEL 11/1/25-11/25/25
MULGREW OIL COMPANY	331.35	UNLEADED AND DIESEL FUEL- BHGC
MULGREW OIL COMPANY	529.16	UNLEADED AND DIESEL FUEL- BHGC
MULGREW OIL COMPANY	1,882.31	LF-# 2 PRM DYED WNTR DSL ULS15PPM
MUNICIPAL PIPE TOOL CO LLC	2,614.70	UNIT#2711 - TOOL REPAIR 11/25/25 (2)
MUNICIPAL PIPE TOOL CO LLC	1,256.83	UNIT#2711 - TOOL REPAIR 11/25/25
MUNICIPAL PIPE TOOL CO LLC	239.22	UNIT#2711 - TOOL REPAIR 12/04/2025
Nolan Czako	180.00	BASKETBALL REFEREE
NORTHLAND PRODUCTS CO INC	199.95	Sewer Department - Service DM 30 Week 8 12/05/25
OPENING SPECIALISTS INC	465.00	Masterkey New Primus Mortise Cylinder
OPENING SPECIALISTS INC	131.00	Building Maint- Locks
O'REILLY AUTOMOTIVE INC	704.38	UNIT #1914 - WO8246 - BATTERY
O'REILLY AUTOMOTIVE INC	17.74	UNIT #3404 - WO8296 - CAPSULE
O'REILLY AUTOMOTIVE INC	13.21	UNIT #14901 - WO8230 - LOCK KNOB
O'REILLY AUTOMOTIVE INC	359.70	STOCK WIPER BLADES 11/24/2025
O'REILLY AUTOMOTIVE INC	232.87	UNIT #2609 - WO8351 - CLOCK SPRING
O'REILLY AUTOMOTIVE INC	17.74	STOCK LIGHTS (CAPSULE) 12/04/2025
O'REILLY AUTOMOTIVE INC	33.55	UNIT #2704 - AIR FRESHNERS
O'REILLY AUTOMOTIVE INC	44.60	UNIT #3252 - WO8490 - SEMI-MET PAD
ORIGIN DESIGN CO	3,084.50	Twin Ridge Sanitary Sewer Ext & Lagoon Aband. Proj
ORIGIN DESIGN CO	446.25	Twin Ridge Sanitary Sewer Ext & Lagoon Aband. Proj
ORIGIN DESIGN CO	779.85	Twin Ridge Sanitary Sewer Ext & Lagoon Aband. Proj
ORIGIN DESIGN CO	393.00	Twin Ridge Sanitary Sewer Ext & Lagoon Aband. Proj
ORIGIN DESIGN CO	318.75	Cedar Cross Sanitary Task Order
OVERDRIVE INC	1,352.86	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	1,181.84	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	979.80	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	1,242.57	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	440.61	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	227.30	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	1,313.92	Downloadable Ebooks and EAudio for Adult Collectio
OVERHEAD DOOR COMPANY	117.00	ST3-Overhead Door Maintenance
PAMELA J CONNOLLY	770.00	CHAIR YOGA & GENTLE FULL BODY CONDITIONING
Patrick Quarnstrom	120.00	BASKETBALL REFEREE
Peterbilt of Wisconsin	2,414.86	STOCK BRAKES
Peterbilt of Wisconsin	(1,663.94)	STOCK Brakes- Cast Brake Shoe Kit
PORTZEN CONSTRUCTION INC	46,600.47	Dubuque Gate and Pump Station Flood Mitigation 16t
PRECISE MRM LLC	360.00	Vehicle monitoring software
R & W RESTORATION	4,800.00	3rd & Main Chamber Ext Patio Stone Veneer
R & W RESTORATION	3,300.00	3rd & Main Chamber Ext Patio Stone Veneer
RACOM CORPORATION	1,488.43	LF- Purchase of a camera (one time)
RACOM CORPORATION	9,115.20	Axis Cameras Q1728-LE
RACOM CORPORATION	1,040.00	Repair and program K9 1847
RAINBO OIL COMPANY	1,240.00	STOCK FLUIDS 11/26/2025

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
RAPIDS REPRODUCTION INC	192.00	Plotter paper
RENEE DUNN	245.00	FALL 2025 TURNT KIDZ DANCE CLASS
RITE ENVIRONMENTAL INC	487.50	LF- Recycle Oil
RIVER CITY STONE	66.39	WASHED CHIPS
RIVER CITY STONE	122.08	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	119.96	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
ROBERT D SCHIESL	51.00	BSchiesl Travel Reimbursement ASCE Mtg
ROEDER IMPLEMENT INC	10.90	UNIT #3417 - WO 7992 - POWER SOCKET
ROUSSELOT INC	5,645.97	Franchise Fee FY26
SADLER POWER TRAIN INC	49.28	UNIT #1902 - WO8205 - SENSOR
SADLER POWER TRAIN INC	184.64	UNIT #530006 - WO8211 - AMBER LIGHT
SADLER POWER TRAIN INC	522.00	STOCK LIGHTS 12/03/2025
SADLER POWER TRAIN INC	784.75	STOCK 12/05/2025
SADLER POWER TRAIN INC	1,327.68	STOCK 12/08/2025 (OIL COALESCING ADIP CARTRIDGE)
SAFEGUARD BUSINESS SYSTEMS INC	349.92	Art Postcards FY 26
SAMANTHA S DAVIS	140.00	LF- Travel 24 Hour Hazwoper Training
Samsara Inc	201.00	Vehicle Tracking Software- Parts
Schadl Incorporated	325.71	Landfill General Plumbing- Pump Out Mudpits
SCHMITZ JANITORIAL SUPPLY	185.00	Shovels, rakes and trimmers
SEDONA STAFFING	609.00	Hours Worked - Admin Support - 10/05/25
SEDONA STAFFING	593.78	Hours Worked - Admin Support - 12/07/25
SEIPPEL WAREHOUSE, LLC	224,678.79	TIF Fall 2025/FY26
Sewer AI Corporation	12,000.00	Sewer AI Pioneer Software Subscription
Sheena Moon	261.80	Mileage Reimbursement Shena Moon - IFSMA 11-6-25
Smith Dirt Works, Inc.	14,891.85	Detention basin maintenance
SPX CORPORATION	194.20	Genfare Mobile Ticketing Oct 25
ST LUKES HEALTH - UNITYPOINT CLINIC	928.00	MRO Drug Screen results - Oct/Nov 2025
STANARD AND ASSOCIATES INC	240.00	Entry Level Testing Forms for LE
Stantec Consulting Services, Inc.	71,353.05	Ice Harbor Gate Inspection
STEGER CONST., INC.	330,238.52	Blanket- Cell 9 Abutment Liner Phase 2 Project
STRAND ASSOCIATES INC	15,000.00	Industrial Controls Project Upgrades-WRRRC-amendmen
STRAND ASSOCIATES INC	5,550.00	Consultant Services for Terminal Pumping Station
STRAND ASSOCIATES INC	7,000.00	Industrial Controls Project Upgrades-WRRRC-amendmen
STRAND ASSOCIATES INC	6,075.00	Consultant Services for Terminal Pumping Station
STRAND ASSOCIATES INC	15,000.00	Industrial Controls Project Upgrades-WRRRC-amendmen
STRAND ASSOCIATES INC	6,995.00	Consultant Services for Terminal Pumping Station
STRAND ASSOCIATES INC	7,000.00	Phase I 2025 MCC & PLC Upgrades-25-11 1154.124
STRAND ASSOCIATES INC	4,925.00	Consultant Services for Terminal Pumping Station
STRAND ASSOCIATES INC	10,850.00	Consultant Services for Terminal Pumping Station
STRAND ASSOCIATES INC	3,498.28	WRRRC Misc Service - FY21-Tsk 20-09-#1154-085
SUPERION, LLC	600.00	RMS License - PD Records
SUPERION, LLC	3,162.82	Billable Travel for Training on New RMS
TERRACON CONSULTANTS INC	850.68	Terracon Task Order Amphitheater
TERRACON CONSULTANTS INC	180.00	Terracon Task Order Amphitheater
TERRACON CONSULTANTS INC	299.20	Terracon Task Order Amphitheater
TERRACON CONSULTANTS INC	48,514.75	Catfish Creek Interceptor Middle Fork Phase 3
TERRY MOZENA	300.00	XMAS ON THE SQ DEP REFUND
THE FISCHER COMPANIES	80.00	Annual Parking for Human Rights 2 Spots at MFC Nov
THE FISCHER COMPANIES	160.00	FY26 Parking Althoff, AC, Link, Murphy - Blanket
THE FISCHER COMPANIES	40.00	Parking Spot-Media Services
THE FISCHER COMPANIES	120.00	Parking Rent (12/2025)
THE LOCKSMITH EXPRESS	5.00	Iowa ramp Key extraction
THE LOCKSMITH EXPRESS	30.00	LOCKS AND KEYS FOR PARKS
THE POINT NEIGHBORHOOD ASSOCIATION	729.96	FY26 PNA GRANT- CHRISTMAS SOCIAL EVENT
Thermo King Sales & Service	3,019.57	UNIT 2681-SH42982816-PARTS/REPAIR COMPRESSOR SHAFT
THOMAS J KIEFER	90.00	BASKETBALL REFEREE
THOMPSON TIRE & RETREAD	100.00	UNIT#530003 - WO8046 - VALVE CAPS
THOMPSON TIRE & RETREAD	966.30	UNIT# 130010 - TIRE REPAIR/PARTS
THOMPSON TIRE & RETREAD	38.00	UNIT# 2617 - WO42519871 - SERVICE
THOMPSON TIRE & RETREAD	966.30	UNIT#130004 - TIRE REPAIR/PARTS
THOMPSON TIRE & RETREAD	651.12	UNIT#110034 - WO42519301 - TIRES

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
THOMPSON TIRE & RETREAD	209.00	UNIT#2682 - TIRE REPAIR/PARTS
THOMPSON TIRE & RETREAD	48.00	UNIT# 2500-WO 42525804-SERVICE/PART TIRE
THOMPSON TIRE & RETREAD	808.00	UNIT# 2500-WO 42525804-SERVICE/PART TIRE
THOMPSON TIRE & RETREAD	327.87	UNIT#4001 - Tire Repair/Parts
THOMPSON TIRE & RETREAD	1,090.27	UNIT#540011 - Tire Repair Labor/Parts
THOMPSON TIRE & RETREAD	1,438.92	UNIT#1906 - TIRE REPAIR/PARTS
THOMPSON TIRE & RETREAD	3,496.54	UNIT#3222 - TIRE REPAIR/PARTS
THOMPSON TIRE & RETREAD	1,374.00	UNIT#3405 - TIRE REPAIR/PARTS
THOMPSON TIRE & RETREAD	2,638.00	UNIT#3401 - TIRE REPAIR/PARTS
THOMPSON TIRE & RETREAD	263.00	UNIT#4007 - TIRE REPAIR/PARTS
THOMPSON TIRE & RETREAD	371.00	UNIT#4001 - TIRE REPAIR PARTS 11/26/25
THREE RIVERS FS INC	868.54	LF- #1 Dieselelex Dyed 11/24/25
THREE RIVERS FS INC	1,754.91	LF BIO #2 DYED
THREE RIVERS FS INC	1,195.85	LF- #2 Dyed Diesel 11/26/25
THREE RIVERS FS INC	591.29	LF- #2 Dyed Diesel 11/26/25
THREE RIVERS FS INC	2,142.92	LF- #2 Dyed Diesel 12/02/25
THREE RIVERS FS INC	815.10	LF- #1 Dieselelex Dyed 12/02/25
THREE RIVERS FS INC	1,262.55	LF- #2 Dyed Diesel 12/04/25
THREE RIVERS FS INC	695.39	LF- #1 Dieselelex Dyed 12/04/25
THREE RIVERS FS INC	43.65	MSC- LP Gas 33# Cylindar
TM Inc	255.00	Mail Courier Service
Trassig Corp	519.26	PLAYGROUND POUR IN PLACE REBINDER
TREASURER STATE OF IOWA ILEA	150.00	Instructor Renewals and Courses
TREASURER STATE OF IOWA ILEA	175.00	Instructor Renewals and Courses
TREASURER STATE OF IOWA ILEA	175.00	Instructor Renewals and Courses
TRICON CONSTRUCTION GROUP	1,522,016.24	Old Mill Lift Station and Force Main
TSCHIGGFRIE EXCAVATING	30,788.78	Twin Ridge Lift Station Abandonment Project
TURPIN DODGE OF DUBUQUE LLC	512.25	UNIT #3419 - WO8498 - PART (BAR - FRONTFASCI)
TURPIN DODGE OF DUBUQUE LLC	55,892.00	Replacement Vehicle for 1810
TURPIN DODGE OF DUBUQUE LLC	635.83	UNIT #2303 - SH42980490 - PART/SERVICE (CAMSHAFT)
Tyler McDonald	183.41	Gas from Academy for new officers
UNIVERSITY OF DUBUQUE	5,369.03	Franchise Fee FY26
UNIVERSITY OF DUBUQUE	442.84	Franchise Fee FY26
UNIVERSITY OF NORTHERN IOWA	10,000.00	Green Iowa AmeriCorps Members
Valentine Construction Co LLC	2,840.00	Julien Dubuque Bridge Snow Removal 11/29-12/02/25
VERIZON WIRELESS SERVICES LLC	240.24	Fixed Route Rangers Data Nov 25
Vestis Group Inc (f/k/a Aramark)	131.97	Linens, tablecloths, cleaning cloths
WB McCloud & Co, Inc.	280.90	Monthly Pest Prevention
WELU PRINTING COMPANY	39.10	Business Cards for Travis Schrobilgen
WELU PRINTING COMPANY	156.40	Business Cards for Gonzales, Pothoff, Jackson, Esc
WESTPHAL & COMPANY, INC	101.75	On Demand Electrical/Network Svcs for WRRRC
WEX HEALTH INC	1,016.49	FY26 COBRA, Commuter, FSA Admin - Nov 2025
WHKS AND COMPANY	1,449.51	Wildwood Bridge Replacement Consulting Engineers
WICKED RIVER, LLC	300.00	MERRY MILLWORK MKT DEP REFUND
	<u>6,421,498.27</u>	

EXCEPTIONS TO COUNCIL APPROVAL

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
519840	12/10/2025	1400 Central, LLC	\$ 40,000.00	1400 Central
1017027	12/10/2025	563 DESIGN PLLC	3,500.00	Fire Station 6 Roof Replacement Architectural Serv
519823	12/10/2025	ACCESS TECHNOLOGIES INC	474.23	FY26 Copy and Print Costs for Malfunctions
519823	12/10/2025	ACCESS TECHNOLOGIES INC	474.23	FY26 Copy and Print Costs for Malfunctions
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
1016975	12/3/2025	ADVANTAGE SHEET METAL INC	782.00	CONDENSING FAN MOTER REPLACEMENT
1017049	12/10/2025	ADVANTAGE SHEET METAL INC	200.00	SERVICE CALL-WATER LEAK FROM BOILER#2
1017000	12/10/2025	AECOM TECHNICAL SERVICES INC	10,523.55	22200328
1017000	12/10/2025	AECOM TECHNICAL SERVICES INC	6,647.53	22200328
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-E 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
1017043	12/10/2025	Allen Media Broadcasting Evansville, Inc.	1,600.00	Advertising for November 2025
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	WRRR Electrical Expense - FY26
519618	11/26/2025	ALLIANT ENERGY	336.46	FY26 1805 Central LA Electric
519812	12/10/2025	ALLIANT ENERGY	3,586.62	FY 2026 Energy Costs for Various Locations
519812	12/10/2025	ALLIANT ENERGY	7,793.09	Electrical Service for Building
519812	12/10/2025	ALLIANT ENERGY	115.56	ELECTRIC BILLS FOR FY26
519812	12/10/2025	ALLIANT ENERGY	986.78	UTILITY EXPENSE - ELECTRICITY
519812	12/10/2025	ALLIANT ENERGY	1,677.61	UTILITY EXPENSE - ELECTRICITY
519812	12/10/2025	ALLIANT ENERGY	422.15	ELECTRIC BILLS FOR FY26
519812	12/10/2025	ALLIANT ENERGY	21.17	Alliant 0539621000 12th Bluff Lot FY26
519812	12/10/2025	ALLIANT ENERGY	3,158.55	0557811000 PORT RAMP FY26
519812	12/10/2025	ALLIANT ENERGY	706.21	0557811000 PORT RAMP FY26
519812	12/10/2025	ALLIANT ENERGY	1,620.48	Alliant 1406331000 Intermodal Ramp FY26
519812	12/10/2025	ALLIANT ENERGY	494.87	Alliant 1477501000 5th Bell Lot FY26
519812	12/10/2025	ALLIANT ENERGY	2,640.59	Alliant 1522511000 5th St Ramp FY26
519812	12/10/2025	ALLIANT ENERGY	106.16	Alliant 6477860931 12th Elm Lot FY26
519812	12/10/2025	ALLIANT ENERGY	7,105.44	ALLIANT 4392701000 Ramps/Lots FY26
519812	12/10/2025	ALLIANT ENERGY	194.94	FY26 Electrical Service for 300 Main, Suite 330
519812	12/10/2025	ALLIANT ENERGY	314.36	ELECTRIC BILLS FOR FY26
519812	12/10/2025	ALLIANT ENERGY	41.10	2527 Washington St - Alliant Energy - (City Owned)
519812	12/10/2025	ALLIANT ENERGY	40.29	514 Angella St - Alliant Energy (City Owned)
519812	12/10/2025	ALLIANT ENERGY	4,035.98	ELECTRIC BILLS FOR FY26
1016773	11/26/2025	ALTORFER INC	1,391.00	UNIT #3510 - ENGINE SERVICE, INSPECTION, PARTS
1016993	12/10/2025	ALTORFER INC	2,296.02	City Hall generator maintenance and service
519852	12/10/2025	ALZHEIMERS ASSOCIATION	50.00	WALK TO END ALZ DEP REFFUND
1017046	12/10/2025	Amano McGann Inc	2,571.00	Amano McGann Amano One Elite Software Package
1017048	12/10/2025	Angela M Kelley	38.64	Mileage reimbursement for Oct and Nov 2025
1017048	12/10/2025	Angela M Kelley	42.00	Mileage reimbursement for Aug & Sept 2025
1017045	12/10/2025	Ascendance Trucks LLC	2,292.02	Unit #1910-SERVICE/PARTS (PUSHRODS&ROCKERS)
519672	11/26/2025	AT&T Mobility National Accounts, LLC	1,407.88	IPHONES AND IPADS PARKS-SEPT 29-OCT 28, 2025
519833	12/10/2025	AT&T Mobility National Accounts, LLC	2,476.20	Cellular Service for Department
519833	12/10/2025	AT&T Mobility National Accounts, LLC	5,235.44	FY26 First Net Charges for iPhone/Tech Services
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
1016995	12/10/2025	AV FUEL	2,470.09	Blanket Purchase Order - Aviation Fuel
1016995	12/10/2025	AV FUEL	10,464.04	Blanket Purchase Order - Aviation Fuel
1016995	12/10/2025	AV FUEL	35.00	Blanket Purchase Order - Aviation Fuel
1016995	12/10/2025	AV FUEL	21,152.66	Blanket Purchase Order - Aviation Fuel
1016995	12/10/2025	AV FUEL	22,910.64	Blanket Purchase Order - Aviation Fuel
1016988	12/3/2025	B G BRECKE INC	600.00	Monthly Boiler Check- 2401 Central Oct 2025
1016988	12/3/2025	B G BRECKE INC	446.20	ST6-Boiler Maintenance
519836	12/10/2025	Banner Fire Equipment Inc	1,347,754.00	2025 E-One Cyclone 75' Ladder Truck
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

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1016856	11/26/2025	BARD MATERIALS CENTRAL	805.71	Various Concrete Products
1017053	12/10/2025	BARD MATERIALS CENTRAL	930.25	Various Concrete Products
1016856	11/26/2025	BARD MATERIALS CENTRAL	587.05	CONCRETE FOR BERGFELD POND TRAIL
1016986	12/3/2025	BARD MATERIALS CENTRAL	836.25	Cement for Hold Short Signs
1016986	12/3/2025	BARD MATERIALS CENTRAL	2,009.58	Various Concrete Products
1016986	12/3/2025	BARD MATERIALS CENTRAL	764.20	Various Concrete Products
1016986	12/3/2025	BARD MATERIALS CENTRAL	2,756.80	Various Concrete Products
1016986	12/3/2025	BARD MATERIALS CENTRAL	888.74	Various Concrete Products
1016986	12/3/2025	BARD MATERIALS CENTRAL	349.08	Various Concrete Products
1016986	12/3/2025	BARD MATERIALS CENTRAL	930.25	Various Concrete Products
1016986	12/3/2025	BARD MATERIALS CENTRAL	1,245.38	Various Concrete Products
1016986	12/3/2025	BARD MATERIALS CENTRAL	2,324.70	Various Concrete Products
1016986	12/3/2025	BARD MATERIALS CENTRAL	432.10	Various Concrete Products
1016817	11/26/2025	BARKER FINANCIAL LLC	8,591.79	TIF Fall 2025/FY26
260500037	11/26/2025	BC/BS OF IOWA/WEELMARK	171,584.04	Wellmark Weekly
519845	12/10/2025	Bellevue Arts Council c/o Bellevue Economic & Tour	448.00	Art @ your library Oct/Nov 2025 sales to artist
1017054	12/10/2025	BEST BEST & KRIEGER LLP	533.00	Cell Tower Legal Services
1017054	12/10/2025	BEST BEST & KRIEGER LLP	451.00	Cell Tower Legal Services
1017017	12/10/2025	BILLY S DIEUJUSTE	295.67	Northwest U-School Police Staff and Command
1017017	12/10/2025	BILLY S DIEUJUSTE	330.35	Northwest U-School Police Staff and Command
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 Energy
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
1016994	12/10/2025	BLACK HILLS/IOWA GAS UTILITY CO	140.67	NATURAL GAS FOR FY26
1016994	12/10/2025	BLACK HILLS/IOWA GAS UTILITY CO	87.14	NATURAL GAS FOR FY26
1016994	12/10/2025	BLACK HILLS/IOWA GAS UTILITY CO	65.45	NATURAL GAS FOR FY26
1016994	12/10/2025	BLACK HILLS/IOWA GAS UTILITY CO	47.15	NATURAL GAS FOR FY26
1016994	12/10/2025	BLACK HILLS/IOWA GAS UTILITY CO	45.80	NATURAL GAS FOR FY26
1016994	12/10/2025	BLACK HILLS/IOWA GAS UTILITY CO	43.09	NATURAL GAS FOR FY26
1016836	11/26/2025	BluePath Finance FC IV LLC	1,385.84	UTILITY EXPENSE - ELECTRICITY
1016991	12/3/2025	BOUND TO STAY BOUND BOOKS INC	349.58	Children's books for collection
1016815	11/26/2025	BRIAN S FELDOTT	149.80	MILEAGE REIMBURSEMENT
519813	12/10/2025	BUTT'S FLORIST & GREENHOUSE	55.00	FY26 WEEKLY FLOWER ARRANGEMENTS
519853	12/10/2025	CAMP ALBRECHT ACRES OF THE MIDWEST, INC	300.00	OKTOBERFEST DEP REFUND - ALBRECHT ACRES
1017057	12/10/2025	CAPITAL SANITARY	294.35	Janitorial Supplies - JOTC building
1017057	12/10/2025	CAPITAL SANITARY	25.36	Janitorial Supplies - JOTC
1016858	11/26/2025	CAPITAL SANITARY	878.93	Bathroom toiletries for library restrooms
1016992	12/3/2025	CAPITAL SANITARY	240.68	JANITORIAL SUPPLIES FOR PARKS
1016992	12/3/2025	CAPITAL SANITARY	120.60	ST5-Janitorial Supplies
1016992	12/3/2025	CAPITAL SANITARY	58.55	OVEN & GRILL CLEANER
1017057	12/10/2025	CAPITAL SANITARY	79.07	ST2-Janitorial Supplies
1017057	12/10/2025	CAPITAL SANITARY	42.57	ST2-Janitorial Supplies
1017057	12/10/2025	CAPITAL SANITARY	76.80	JANITORIAL SUPPLIES FOR PARKS
519630	11/26/2025	CARADCO LANDLORD LLC	65,312.22	TIF Fall 2025/FY26
519843	12/10/2025	CARREN C GUMMIN	1,000.00	K9 Training Instructor
1016842	11/26/2025	Catalis Public Works & Citizen Engagement, LLC	37,100.00	Catalis Subscription and Professional Services_FY2
519849	12/10/2025	CHARLES J BLASEN	102.00	Travel Reimbursement
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
1016996	12/10/2025	CINTAS CORP	134.91	Cintas Ramp Rugs FY26
1016996	12/10/2025	CINTAS CORP	173.28	Cintas Ramp Rugs FY26
1016833	11/26/2025	City of Dubuque	1,206.72	SD Grant-Edible Garden-Grand River Center/OVG
1017039	12/10/2025	City of Dubuque	9,203.09	REIMBURSEMENT FOR EMERGENCY REPAIRS
519841	12/10/2025	CITY OF SUPERIOR, WI	300.00	Superior Sniper Competition
1016850	11/26/2025	CLAREY'S SAFETY EQUIPMENT INC	236.63	Various Haz Mat Equipment (Flow Regulator, tubing)

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1016976	12/3/2025	CLAREY'S SAFETY EQUIPMENT INC	571.26	Carbon Monoxide Monitors for Ambulances
519679	11/26/2025	Coast to Coast Personal Transportation	359.00	Blanket Purchase Order - Lost Baggage Return
1017056	12/10/2025	COMLEC INTERNET SERVICES	60.00	INTERNET FOR CAMPGROUNDS-FY26
1017056	12/10/2025	COMLEC INTERNET SERVICES	126.45	COMLEC INTERNET SERVICE FY26
1016997	12/10/2025	COMMUNICATIONS ENGINEERING CO	34,463.03	Ethernet switching for Parking Ramp Project
1016997	12/10/2025	COMMUNICATIONS ENGINEERING CO	3,597.00	Ethernet switching for Parking Ramp Project
1017047	12/10/2025	CONFLUENCE, INC.	16,668.75	Historic Millwork District Community Space Design
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
519811	12/3/2025	Cornerstone Government Affairs, Inc	7,500.00	August-November Gov Affairs & Consulting Services
519811	12/3/2025	Cornerstone Government Affairs, Inc	7,500.00	August-November Gov Affairs & Consulting Services
519811	12/3/2025	Cornerstone Government Affairs, Inc	7,500.00	August-November Gov Affairs & Consulting Services
519811	12/3/2025	Cornerstone Government Affairs, Inc	7,500.00	August-November Gov Affairs & Consulting Services
519811	12/3/2025	Cornerstone Government Affairs, Inc	7,500.00	August-November Gov Affairs & Consulting Services
519854	12/10/2025	CORY RUZICKA	50.00	LANGWORTHY PARTY DEP REFUND
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
519838	12/10/2025	Crawford, Murphy & Tilly, Inc	2,616.10	Terminal Exit Lane Improvements design phase servi
1017050	12/10/2025	CRESCENT ELECTRIC	2,034.14	Street Meter Batteries
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
1017019	12/10/2025	DEMMEER OIL COMPANY	23,487.03	7310 gallons of Diesel
519861	12/10/2025	DEMMEER, VERN	201.78	UB 15762 1320 ALTA VISTA
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
1016989	12/3/2025	DIAMOND MOWERS INC	725.27	UNIT #4006 - WO7397 - ROLLER, FLANGE
519665	11/26/2025	DIETZ ENTERPRISES LLC	5,822.64	2025 concrete work in right of way
1017031	12/10/2025	Digitech Computer LLC	12,990.93	Ambulance Billing Cash Receipts
519816	12/10/2025	DISH NETWORK LLC	165.12	Blanket Purchase Order - Monthly TV Service
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	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
519809	12/3/2025	DUBUQUE COUNTY AUDITOR	564.16	Lake Ridge Overpayment
519810	12/3/2025	DUBUQUE COUNTY AUDITOR	1,526,331.65	N Cascade Overpayment
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
519829	12/10/2025	DUBUQUE COUNTY E911 BOARD	1,122.12	Access Fees E911 Parking
1016998	12/10/2025	DUBUQUE COUNTY HISTORICAL SOCIETY	1,782.25	Franchise Fee FY26
519622	11/26/2025	DUBUQUE COUNTY RECORDER	22.00	Dubuque County Recorder-CDBG (Blanket PO)
519815	12/10/2025	DUBUQUE COUNTY RECORDER	32.00	Engineering Recording Fees
519815	12/10/2025	DUBUQUE COUNTY RECORDER	32.00	Engineering Recording Fees
519815	12/10/2025	DUBUQUE COUNTY RECORDER	64.00	Engineering Recording Fees
519815	12/10/2025	DUBUQUE COUNTY RECORDER	47.00	Engineering Recording Fees
519686	11/26/2025	DUBUQUE DRAGON BOAT ASSOCIATION	300.00	DRAGON BOAT DEP REFUND
1016977	12/3/2025	DUBUQUE FIRE EQUIPMENT INC	289.00	Fire Extinguishers
1016977	12/3/2025	DUBUQUE FIRE EQUIPMENT INC	47.50	Shop Use/Building 11/5/25
1016977	12/3/2025	DUBUQUE FIRE EQUIPMENT INC	45.00	UNIT #3308 - SH42701565 - RCHG FIRE EQUIP, VLV KIT
1016977	12/3/2025	DUBUQUE FIRE EQUIPMENT INC	160.50	Unit # 11038- WO808 - RECHG, VALVE KIT, BRCKT, NEW
1016977	12/3/2025	DUBUQUE FIRE EQUIPMENT INC	225.00	UNIT #4009 - WO8021 - 20#ABC DRY CHEM EXTINGUISHER
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
1016999	12/10/2025	DUBUQUE HUMANE SOCIETY	14,933.00	FY26 Contracted Service Fees
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
519855	12/10/2025	DUBUQUE SENIOR STUDENT COUNCIL	300.00	SENIOR HS PARADE DEP REFUND
1017021	12/10/2025	DUBUQUE SIGN COMPANY	3,344.30	Sign Install and Decals for Intermodal Parking Ram
1017021	12/10/2025	DUBUQUE SIGN COMPANY	180.00	Iowa Ramp Coroplast Signs
1016987	12/3/2025	DUBUQUELAND DOOR COMPANY	221.03	LF- RCC #3 wash bay door repair
1016987	12/3/2025	DUBUQUELAND DOOR COMPANY	597.74	Repair & Maint of Doors @ City of DBQ Locations
519659	11/26/2025	DUPACO COMMUNITY CREDIT UNION	123,441.00	TIF Fall 2025/FY26
1017023	12/10/2025	EASTERN IOWA EXCAV & CONCRETE LLC	292,106.97	Auburn & Custer Utility & Roadway Project
1017001	12/10/2025	ELECTRONIC DATA COLLECTION CORP	6,630.00	Aims Mobile ZQ511 Ensemble

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519817	12/10/2025	ENVIRONMENTAL MANAGMNT SERV OF IOWA	1,800.00	ASBESTOS INSPECTION-EPP 3 PAVILIONS
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
1017020	12/10/2025	EXPRESS EMPLOYMENT PROFESSIONALS	448.00	Dispatcher Temp Services
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
1017041	12/10/2025	FEH Associates Inc	3,599.70	Minor Mods Project
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
1017015	12/10/2025	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
1017002	12/10/2025	FOUR MOUNDS FOUNDATION	5,000.00	3554 Keymeer Four Mounds Construction 24 OAHMP
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
1017026	12/10/2025	GARY W PAPE JR	140.00	Per Diem Firearms Instructor
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
1017038	12/10/2025	Global Flight Solutions, LLC	4,000.00	Blanket Purchase Order - Monthly Air Serv. Consult
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
519818	12/10/2025	GREATER DUBUQUE DEVELOPMENT CORP	28,625.00	FY26 COS GDDC
519818	12/10/2025	GREATER DUBUQUE DEVELOPMENT CORP	6,625.00	FY26 COS GDDC
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
1017032	12/10/2025	Haidee M Cardoso	9.52	Mileage Reimbursement
519704	12/1/2025	Hannah M Welsh	171.89	Ambulance Refund - Check Re-Issue
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
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
1017030	12/10/2025	IMWCA	22,621.91	TPA payments - October 2025
1017030	12/10/2025	IMWCA	23,018.61	TPA 411 Payment - October 2025
519669	11/26/2025	INFOSEND INC	18,572.98	October Charges
519637	11/26/2025	IOWA COMMUNITIES ASSURANCE POOL	750.00	FY26 Damage Claims
519819	12/10/2025	IOWA DEPT OF TRANSPORTATION	60.00	DHomb IowaDOT Classes
519820	12/10/2025	IOWA DEPT OF TRANSPORTATION	300.00	DHomb IowaDOT Classes
519821	12/10/2025	IOWA DEPT OF TRANSPORTATION	480.00	DHomb IowaDOT Classes
519628	11/26/2025	IOWA ONE CALL	54.40	Iowa One Call Utility Locates
260600001	12/3/2025	IOWA WORKFORCE DEVELOPMENT	7,272.00	Unemployment claims for Qtr ending 9-30-2025
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
1017006	12/10/2025	ISAIHA R HOFF	100.00	Per Diem IAI Educational Conference
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
1017037	12/10/2025	Jean Noel	140.00	Reimbursement for Per Diem for IPTA conference
519828	12/10/2025	JEFF UPMANN	2,080.00	Chicago Tribune & Rockford Register 10/25 to 10/26
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
519834	12/10/2025	Jim Giese Commercial Roofing, Inc.	49,485.00	Fire Station 6 Roof Replacement Project
1017029	12/10/2025	Kanopy Inc	1,097.00	Kanopy Streaming Services for Adult Collection
519839	12/10/2025	Kara Maxwell	140.00	Reimbursement for Per Diem for IPTA Conference
519847	12/10/2025	KDST RADIO - DIVISION OF DESIGN HOMES, INC.	650.00	Advertising for October 2025
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
1017044	12/10/2025	Key Lime Air Corp	288,394.24	MRG for October 2025
519626	11/26/2025	KIM A HERRIG	412.00	FY26 Custodial Services for 300 Main, Suite 330

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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
519856	12/10/2025	KOLE HAVERLY	50.00	COSPT DEP REFUND
1016978	12/3/2025	KONE INC	210.00	FY26 Engine House Elevator Service
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
519848	12/10/2025	Kyle Mueller	102.00	Travel Reimbursement
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
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
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
1016979	12/3/2025	MAQUOKETA VALLEY ELECTRIC COOP	44.68	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
1016979	12/3/2025	MAQUOKETA VALLEY ELECTRIC COOP	392.71	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
1016979	12/3/2025	MAQUOKETA VALLEY ELECTRIC COOP	91.77	FY26 Electric Traffic & Street Lights
1016979	12/3/2025	MAQUOKETA VALLEY ELECTRIC COOP	72.85	FY26 Electric Traffic & Street Lights
1016979	12/3/2025	MAQUOKETA VALLEY ELECTRIC COOP	130.08	FY26 Electric Traffic & Street Lights
1017051	12/10/2025	MAQUOKETA VALLEY ELECTRIC COOP	73.30	FY26 Electric Traffic & Street Lights
1016979	12/3/2025	MAQUOKETA VALLEY ELECTRIC COOP	133.48	FY26 Electric Traffic & Street Lights
519661	11/26/2025	MARQUETTE HALL LLC	4,548.48	TIF Fall 2025/FY26
1017042	12/10/2025	Martin Fitzpatrick	120.00	Travel Reimbursement
519683	11/26/2025	Matthew Kalcevic	109.55	MILEAGE REIMBURSEMENT
1017004	12/10/2025	MCDERMOTT EXCAVATING	406,747.05	2024 SRF Green Alley Project
519822	12/10/2025	MEDIACOM	236.90	INTERNET FOR TREE CREW-FY26
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
1017009	12/10/2025	MICHAEL C VAN MILLIGEN	15.54	12/1 MVM business lunch w/ Caprice Jones
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)
1017014	12/10/2025	MICS CONSTRUCTION	4,600.00	1866 Washington - Mic's Const. LHH '21
1017012	12/10/2025	MIDWEST ALARM SERVICES INC	2,586.24	POD Ramp Alarm Monitor and Sprinkler FY26
1017018	12/10/2025	MIDWEST TAPE LLC	6,677.27	Downloadable materials Hoopla
260600003	12/3/2025	MIDWESTONE BANK	655,829.00	December 2025 HAP
260600004	12/3/2025	MIDWESTONE BANK	2,461.75	December 2025 Admin Fee
1016826	11/26/2025	MILLER COMPANIES LLC	15,668.09	TIF Fall 2025/FY26
519850	12/10/2025	Miller-Mohammed, Tricia	332.50	Food license refund
519831	12/10/2025	MILLWORK HOTEL ASSOCIATES LLC	618.04	1771 Alta Vista Relocation 21-LHH
519831	12/10/2025	MILLWORK HOTEL ASSOCIATES LLC	618.04	1771 Alta Vista Relocation 21-LHH ROOM 309
519831	12/10/2025	MILLWORK HOTEL ASSOCIATES LLC	1,545.10	1771 Alta Vista Relocation LHH21 Rm 315
519831	12/10/2025	MILLWORK HOTEL ASSOCIATES LLC	1,236.08	1771 Alta Vista Relocation LHH21 Rm 309
519831	12/10/2025	MILLWORK HOTEL ASSOCIATES LLC	1,236.08	Townplace Suites Rel. 1771 Alta Vista LHH '21 Rm31
519857	12/10/2025	MISSISSIPPI VALLEY RUNNING ASSOCIATION	50.00	BENEFIT CLASSIC DEP REFUND
1016846	11/26/2025	MK PROPERTIES LLC	1,350.00	1430 1/2 Iowa St. - TBRA - M. Blok App #2530
519824	12/10/2025	MOLO OIL COMPANY	51,494.66	CoD Vehicle Fuel - 10/19/25-11/18/25
519703	12/1/2025	MOLO OIL COMPANY	648.50	Ambulance Refund - Check Re-Issue
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 Megaflo 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
1016980	12/3/2025	MUTUAL WHEEL COMPANY	93.12	UNIT # 2602 Replace Automatic Transmission
1016980	12/3/2025	MUTUAL WHEEL COMPANY	(1,164.26)	#1921 Brake Shoes and RS Shoe Kit
1016980	12/3/2025	MUTUAL WHEEL COMPANY	(405.96)	Unit 1916 9009 Horton Fan Fan clutch Core
1016980	12/3/2025	MUTUAL WHEEL COMPANY	450.91	Unit # 2695
1016980	12/3/2025	MUTUAL WHEEL COMPANY	43.59	Unit # 540011 Parts: LED Lamp and Grommet
1016980	12/3/2025	MUTUAL WHEEL COMPANY	76.68	UNIT # 2682 Parts: Sensor
1016980	12/3/2025	MUTUAL WHEEL COMPANY	123.72	Unit #2697- Wheel

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1016980	12/3/2025	MUTUAL WHEEL COMPANY	53.04	Unit # 4917 - GREASE CAP, EZ LUBE PLUG
1016980	12/3/2025	MUTUAL WHEEL COMPANY	26.14	Unit # 1702 - SEAL CLAMP
1016980	12/3/2025	MUTUAL WHEEL COMPANY	164.06	Unit #2697 - WO 8059 - SENSOR
1016980	12/3/2025	MUTUAL WHEEL COMPANY	783.96	Unit #2681 - WO 8093 - BRAKE DRUM
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
1017022	12/10/2025	NETWORK COMPUTER SOLUTIONS	435.00	Service on 11/5 and 11/18
519844	12/10/2025	NEZTROP, LLC	1,000.00	Lease w/ Nextrop LLC for Bee Branch Material Stora
1017035	12/10/2025	Nicole Lytle	60.00	EBL Conference Reimbursement Nicole
1017035	12/10/2025	Nicole Lytle	34.00	Nicole Housing IA Conference 2025
1016847	11/26/2025	Nolan Czako	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
1017013	12/10/2025	NUTRI JECT SYSTEMS INC	9,100.00	Biosolids Management - Storage
1017013	12/10/2025	NUTRI JECT SYSTEMS INC	14,137.12	Biosolids Management - WRRR Hauling
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
1017003	12/10/2025	ORIGIN DESIGN CO	15,653.50	Task order 35-1
1017003	12/10/2025	ORIGIN DESIGN CO	9,907.90	Kerper Lift Station Consulting Engineering
1017003	12/10/2025	ORIGIN DESIGN CO	17,049.50	Kerper Lift Station Consulting Engineering
519636	11/26/2025	ORKIN LLC	300.00	PEST CONTROL JOTC - Odd Job
519858	12/10/2025	OUTSIDE THE LINES ART GALLERY	50.00	GREAT ST DRAW DEP REFUND
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
519846	12/10/2025	PANNIER CORPORATION	1,510.00	Story Walk Backer Panels
1017024	12/10/2025	PASSPORT LABS INC	2,011.25	Passport Parking Meter App FY26
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
519851	12/10/2025	PL-Enerserv LLC	196.96	Landfill Refund for Overpayment
1016981	12/3/2025	POLYDYNE INC	15,640.00	Polymer - 6 totes - CE-2701 - for the Centrifuge
1016981	12/3/2025	POLYDYNE INC	7,820.00	Polymer - 6 totes - CE-2701 - for the Centrifuge
1016981	12/3/2025	POLYDYNE INC	23,460.00	Polymer - 6 totes - CE-2701 - for the Centrifuge
1016981	12/3/2025	POLYDYNE INC	7,820.00	Polymer - 6 totes - CE-2701 - for the Centrifuge
1016981	12/3/2025	POLYDYNE INC	15,640.00	Polymer - 6 totes - CE-2701 - for the Centrifuge
519639	11/26/2025	PRAIRIE FARMS	11,065.71	TIF Fall 2025/FY26
519837	12/10/2025	Quality Striping Inc	26,006.25	Runway Markings Improvement #3
519648	11/26/2025	QUEEN B RADIO WISCONSIN INC	306.00	Advertising
519648	11/26/2025	QUEEN B RADIO WISCONSIN INC	300.00	Advertising
1017005	12/10/2025	RACOM CORPORATION	89,578.06	Theia lenses
1016791	11/26/2025	RACOM CORPORATION	780.00	RADIO FOR NEW CHIPPER TRUCK
1017033	12/10/2025	RaDD Network Solutions, Inc.	3,279.62	RaDD network Solutions Fiber
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
1017028	12/10/2025	ROBERT G WRIGHT JR	1,900.00	2650 Roosevelt HH Work
1017028	12/10/2025	ROBERT G WRIGHT JR	100.00	CO - 735 Cleveland Ave. LHH '21 Wright Constructio
519699	11/26/2025	ROBYN KAPPAROS	50.00	cars and coffee deposit refund (22)
1017034	12/10/2025	Ronald V Burbach	215.00	Spring Landscape-Supplemental Inv
1016824	11/26/2025	ROSHEK PROPERTY LLC	195,602.85	TIF Fall 2025/FY26
260600002	12/10/2025	RXBENEFITS INC	72,796.94	FY26 Presc Admin & Claims - 11/8 to 11/21/25
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
519842	12/10/2025	Sandra Fowler	11,000.00	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
1017025	12/10/2025	SCOTT G SCHLICHT	441.00	NeoGov Conf. Per Diem
1017036	12/10/2025	Sewer AI Corporation	1,120.00	Auto Code Services Sewer AI
519673	11/26/2025	Shawn Stoffel	102.00	Travel Reimbursement
519668	11/26/2025	SIMMONS PET FOOD INC	240,090.31	TIF Fall 2025/FY26
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
519859	12/10/2025	SPECIAL OLYMPICS IOWA	300.00	POLAR PLUNGE DEP REFUND
519678	11/26/2025	Springshare LLC	303.45	SMS fees for library notices
519825	12/10/2025	SPX CORPORATION	3,785.29	Genfare Equipment - Diagnostic Tool
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
519830	12/10/2025	SUSTAINABLE STRATEGIES DC	7,500.00	Strategic Funding Services - Grant Writing

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
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
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
1016982	12/3/2025	TELEGRAPH HERALD	1,382.91	Publication Expenses
1017052	12/10/2025	TELEGRAPH HERALD	700.00	Job advertisements - PIO
1017052	12/10/2025	TELEGRAPH HERALD	649.00	Budget public meeting ad
519835	12/10/2025	Telos Corporation	213.00	Blanket Purchase Order - Fingerprinting
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
519814	12/10/2025	THE DUBUQUE ADVERTISER	967.00	Blanket Purchase Order - Marketing
1016804	11/26/2025	THE FISCHER COMPANIES	4,745.58	TIF Fall 2025/FY26
1017016	12/10/2025	THE FISCHER COMPANIES	80.00	FY26 Parking
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
519826	12/10/2025	THEISENS INC	53.99	Parking Uniform shoes
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
519705	12/1/2025	Tim Martin	506.95	Ambulance Refund - Check Re-Issue
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
1017007	12/10/2025	TIMOTHY L SPECHT	24,975.00	640 W 11th St 21 Lead and HH Work
1017007	12/10/2025	TIMOTHY L SPECHT	2,700.00	640 W. 11th St. Specht Construction LHH21
1016808	11/26/2025	TODD M. SIEVERDING	102.00	Travel Reimbursement
1017008	12/10/2025	TOP GRADE EXCAVATING INC	1,686,464.73	Old Mill LS and FM Project Phase 2
519860	12/10/2025	TRAVEL DUBUQUE	50.00	DOCK DOGS DEP REFUND
1016814	11/26/2025	TRAVIS F SMITH	8,118.50	FY26 Lawn Mowing Services
1016796	11/26/2025	TRICON CONSTRUCTION GROUP	253,478.80	Granger Creek Lift Station Improvements
1016990	12/3/2025	TRI-STATE PORTA POTTY INC	990.00	Rental of units for LF and Streets (Balance) 11/11
1016983	12/3/2025	TRUCK COUNTRY OF IOWA INC	(194.40)	UNIT #1921 - BATTERIES
1016983	12/3/2025	TRUCK COUNTRY OF IOWA INC	119.36	Unit 2703
1016983	12/3/2025	TRUCK COUNTRY OF IOWA INC	(255.00)	STOCK - BUS
1016983	12/3/2025	TRUCK COUNTRY OF IOWA INC	(255.00)	UNIT #3407 - SENSORS
1016983	12/3/2025	TRUCK COUNTRY OF IOWA INC	351.36	STOCK - Vehicle Batteries
1016983	12/3/2025	TRUCK COUNTRY OF IOWA INC	845.41	UNIT# 3402 - WO 8108 - NITROGEN SENSORS
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
519827	12/10/2025	UNION HOERMANN PRESS	496.00	Union Hoermann Brochures OAHMP & Healthy Homes
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
1017040	12/10/2025	Vidl Solutions, Inc	2,700.00	CC Goal-Organizational Culture Continuous Improvem
519643	11/26/2025	WALTER DEVELOPMENT LLC	164,543.49	TIF Fall 2025/FY26
1016984	12/3/2025	WELTER STORAGE EQUIPMENT CO INC	1,010.00	Storage Cabinets
1017010	12/10/2025	WELU PRINTING COMPANY	39.10	Wolle Business Cards
1017010	12/10/2025	WELU PRINTING COMPANY	39.10	Brumwell Business Cards
1017011	12/10/2025	WHKS AND COMPANY	397.80	EAGLE VALLEY, WESTBROOK, AND ENGLISH RIDGE CONTRAC
1017011	12/10/2025	WHKS AND COMPANY	5,862.72	Auburn and Custer Bidding and Construction Assista
1017011	12/10/2025	WHKS AND COMPANY	735.48	Brunskill Rd Sanitary Sewer Streambank Restoration
1017011	12/10/2025	WHKS AND COMPANY	10,638.86	Grand Harbor Waterpark Structure Inspection
1017055	12/10/2025	WOODMAN ELECTRICAL CONTRACTORS	1,293.00	Port Ramp Tech Support
1016985	12/3/2025	ZARNOTH BRUSH WORKS INC	371.40	STOCK - Street Sweeper Brushes
1016985	12/3/2025	ZARNOTH BRUSH WORKS INC	645.00	STOCK - Street Sweeper Broom 11/12/25(1)
1016985	12/3/2025	ZARNOTH BRUSH WORKS INC	645.00	STOCK - Street Sweeper Broom 11/12/25(2)
1016985	12/3/2025	ZARNOTH BRUSH WORKS INC	860.00	STOCK - Street Sweeper Broom 11/12/25(3)
1016985	12/3/2025	ZARNOTH BRUSH WORKS INC	430.00	STOCK - Street Sweeper Broom 8/29/25
			<u>\$</u>	<u>10,721,997.27</u>

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 DECEMBER 31, 2025
INTERIM REVENUES BY TYPE

<u>Revenue Type</u>	<u>Amount</u>
Charge for services	465,366.35
Grants/Contributions	6,694,065.70
LOST	926,996.65
Hotel/Motel Tax	267,875.22
Utility Franchise Fees	378,282.45
Gaming	13,230.79
Investment Earnings	37,385.91
Miscellaneous	71.17
Total	<u>\$ 8,783,274.24</u>

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

<u>Fund</u>	<u>Amount</u>
General Fund	1,258,281.34
Special Revenue	805,338.06
Debt Service	150,421.96
Capital Projects	6,312,426.28
Water	8,853.84
Sanitary	22,829.65
Stormwater	2,161.00
Parking	78,338.59
Refuse	6,825.44
Transit	10,299.73
Internal Service	6,902.98
DMASWA	120,595.37
Total	<u>\$ 8,783,274.24</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
PERIOD ENDING NOVEMBER 30,2025
INTERIM EXPENDITURES BY FUND

General	921,439.59
Special Revenue	261,502.09
Debt Service	50,000.00
Capital Projects	478,727.25
Water	255,678.69
Sanitary Sewer	259,905.15
Stormwater	51,308.94
Parking	80,257.45
Refuse	3,580.08
Transit	9,624.04
Internal Service	12,270.53
DMA SWA	143,222.50
GRAND TOTAL	<u><u>\$ 2,527,516.31</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 NOVEMBER 30, 2025
INTERIM REVENUES BY TYPE

<u>Revenue Type</u>	<u>Amount</u>
Charge for services	6,522,971.66
Grants/Contributions	1,878,237.82
Property Taxes	2,164,034.42
TIF	839,021.13
Backfill	323,220.24
Utility Franchise Fees	544,112.12
Gaming	48,128.11
Investment Earnings	4,558.67
Gain on Disposal	13,770.00
Miscellaneous	37,062.22
Total	<u>\$ 12,375,116.39</u>

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

<u>Fund</u>	<u>Amount</u>
General Fund	4,882,966.12
Special Revenue	2,613,686.02
Debt Service	19,741.82
Capital Projects	16,171.32
Water	1,075,583.43
Sanitary	1,558,024.74
Stormwater	525,632.87
Parking	181,333.17
Refuse	482,035.79
Transit	214,162.42
Internal Service	39,855.94
DMASWA	765,922.75
Total	<u>\$ 12,375,116.39</u>

***Please note that the financial information presented is preliminary.
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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	1,519,420.22
Special Revenue	642,279.07
Capital Projects	2,013,723.82
Water	82,109.28
Sanitary Sewer	323,457.02
Stormwater	371,088.53
Parking	21,303.26
Refuse	7,058.37
Transit	8,846.28
Internal Service	21,230.49
DMAWA	761,396.43
GRAND TOTAL	<u>\$ 5,771,912.77</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 OCTOBER 31, 2025
INTERIM REVENUES BY TYPE

<u>Revenue Type</u>	<u>Amount</u>
Charge for services	8,588,713.04
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	855,206.84
Gain on Disposal	17,823.04
Miscellaneous	2,618,124.50
Total	<u><u>\$ 32,786,899.89</u></u>

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

<u>Fund</u>	<u>Amount</u>
General Fund	13,630,991.79
Special Revenue	8,714,744.31
Debt Service	103,286.79
Capital Projects	956,892.92
Permanent	684.68
Water	1,964,004.57
Sanitary	4,271,702.79
Stormwater	940,057.99
Parking	227,364.40
Refuse	623,444.87
Transit	79,104.99
Internal Service	331,157.74
DMASWA	943,462.05
Total	<u><u>\$ 32,786,899.89</u></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
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
DMAWA	1,279,493.20
GRAND TOTAL	<u>\$ 5,378,496.83</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 REVENUES BY TYPE

<u>Revenue Type</u>	<u>Amount</u>
Charge for services	7,716,997.43
Grants/Contributions	3,360,907.38
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	342,474.16
Gain on Disposal	28,446.01
Miscellaneous	142,265.00
Total	<u><u>\$ 18,549,032.97</u></u>

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

<u>Fund</u>	<u>Amount</u>
General Fund	8,172,603.90
Special Revenue	4,304,828.38
Debt Service	28,543.30
Capital Projects	802,359.95
Permanent	177.10
Water	1,047,227.82
Sanitary	1,148,931.24
Stormwater	551,045.43
Parking	242,457.29
Refuse	355,894.31
Transit	172,968.65
Internal Service	675,338.63
DMASWA	1,046,656.97
Total	<u><u>\$ 18,549,032.97</u></u>

***Please note that the financial information presented is preliminary.
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posted. Final figures will be shared once all data has been validated.**

**City of Dubuque
City Council**

CONSENT ITEMS # 5.

ITEM TITLE:	Debt Management Policy Revisions
SUMMARY:	City Manager recommending City Council approval of revisions to the existing Debt Management Policy.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Debt Management Policy REVISED
4. Debt Management Policy REVISED_red lined

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

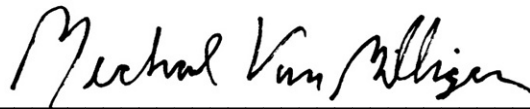
SUBJECT: Debt Management Policy Revisions

DATE: December 11, 2025

Chief Financial Officer Jennifer Larson is recommending City Council approval of revisions to the existing Debt Management Policy.

The City Council adopted a formal Debt Management Policy on October 8, 2012.

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
Brian DeMoss, Finance Manager

TO: Michael C. Van Milligen, City Manager
FROM: Jennifer Larson, Chief Financial Officer
SUBJECT: Debt Management Policy Revisions
DATE: December 11, 2025

INTRODUCTION

The purpose of this memorandum is to request approval of the proposed revisions to the City's existing Debt Management Policy.

BACKGROUND

The City Council adopted a formal Debt Management Policy on October 8, 2012. The Government Finance Officers Association recommends that such policies include key elements such as the purposes for issuing debt, legal debt limits, permitted debt types, structural features, credit objectives, sale methods, and the selection of outside professionals.

DISCUSSION

The proposed updates to the Debt Management Policy are meant to reflect current practices and make the policy clearer, more flexible, and more transparent. Here are the key changes explained in summary:

- Policy 2: Financial Disclosure. Updated the language to use the term "Annual Comprehensive Financial Report" to match current terminology.
- Policy 6: Asset Life: The minimum lifespan for technology equipment financed through borrowing has been changed from at least six years to at least five years to better fit the typical lifespan of such equipment.
- Policy 8: Debt Structure: Removed a complex requirement that limited total debt payments to 25% of the City's annual income from all sources. Instead, focusing on an existing Iowa Constitution requirement that is easier to follow. This statutory debt capacity requirement says the City's debt cannot exceed 5% of the value of all taxable property within the city. For Fiscal Year 2026, the City's debt limit is \$323,629,585, and

as of December 2025, the City has \$110,642,855 in outstanding debt subject to the statutory debt limit. The City also has \$127,238,536 in debt that is not subject to the statutory debt limit. This debt includes revenue bonds of \$21,505,000, and State Revolving Fund loan revenue debt \$105,733,536. This means the City has used 33.50% of the legal debt margin, leaving \$215,219,421 of the legal debt margin remaining. Also removed the requirement to use only fixed interest rates, allowing for more flexibility in how the City structures debt.

- Policy 10: Abatement of levies on general obligation securities. Eliminated the need for voluntary debt reserves on general obligation bonds since we already establish repayment sources when the bonds are issued. Additionally, the City has a policy to maintain a reserve fund in the General Fund, which was increased from 20% to 25% of the operating costs during Fiscal Year 2024.
- Policy 26: Revenue Bonded Debt. Increased the target reserve allocation from 10% to 25% of the next fiscal year's operating budget for utility or enterprise funds. We also removed the requirement to voluntarily establish a debt service reserve for these funds, unless specifically required by the lender. Debt coverage, which measures the ability to pay debt obligations, is already required by bond covenants for enterprise fund issued revenue debt. State revolving fund loans require coverage of 1.1 times, and revenue debt issued on the open market requires coverage of 1.25 times.

ACTION STEP

I respectfully recommend the adoption of the attached revised debt management policies.

Attachment

CITY OF DUBUQUE
DEBT MANAGEMENT POLICIES

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CITY OF DUBUQUE
DEBT MANAGEMENT POLICIES

Policy 32. Bank Qualification

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INTRODUCTION

The following policies are enacted to provide direction and limits for the issuance and management of debt by the City of Dubuque. The objective is to establish conditions for the use of debt and to create procedures and policies that minimize the City's debt service and issuance costs, retain the highest possible credit rating, maximize future debt capacity and maintain full and complete financial disclosure and reporting and federal tax compliance. The policies apply to all general obligation and revenue debt issued by the City of Dubuque, including leases, debt guaranteed by the City, and any other forms of taxable and tax-exempt indebtedness, including Build America or other tax credit bonds, and urban renewal debt.

Regular, updated debt policies can be an important tool to ensure the use of the City's resources to meet its commitments to provide needed services to the citizens of Dubuque and to maintain sound financial management practices. These policies are therefore guidelines for general use, and allow for exceptions in extraordinary conditions.

These policies have been adopted by the City Council by resolution. The Debt Management Policies of the City can be adjusted at any time by resolution of the City Council.

CREDITWORTHINESS OBJECTIVES

Policy 1. Credit Ratings

The City of Dubuque seeks to maintain the highest possible credit ratings for all categories of short and long term general obligation and revenue debt that can be achieved without compromising the delivery of basic City services and the achievement of adopted City policy objectives.

The City recognizes that external economic, natural, or other events may from time to time affect the creditworthiness of its debt. Nevertheless, the City is committed to ensuring that actions within its control are prudent.

Policy 2. Financial Disclosure

The City is committed to full and complete financial disclosure, and to cooperating fully with rating agencies, financial advisor, bond counsel, institutional and individual investors, City departments and agencies, other levels of government, and the general public to share comprehensible and accurate financial information. The City is dedicated to meeting secondary disclosure requirements on a timely and comprehensive basis, as promulgated by the Securities and Exchange Commission.

CITY OF DUBUQUE DEBT MANAGEMENT POLICIES

The Official Statements accompanying debt issues, Annual Comprehensive Financial Reports, and Continuing Disclosure Statements will meet (at a minimum), the standards articulated by the Municipal Standards Rulemaking Board (MRSB), the Government Accounting Standards Board (GASB), and the Securities and Exchange Commission (SEC). The Finance Department shall be responsible for ongoing debt disclosure to established national information repositories and for maintaining compliance with disclosure standards promulgated by state and national regulatory bodies.

Policy 3. Capital Planning

To enhance creditworthiness and prudent financial management, the City of Dubuque is committed to systematic capital planning, intergovernmental cooperation and coordination, and long-term financial planning. Evidence of this commitment to systematic capital planning will be demonstrated through adoption and periodic adjustment of the five-year Capital Improvement Plan (CIP).

Policy 4. Debt Limits

The constitutional limit on general obligation debt (not subject to annual appropriation) is equal to 5% of the actual value of taxable property within the City. The City voluntarily has set an internal policy of maintaining the City's general obligation outstanding debt at no more than 95% (except as a result of disasters or judgments against the City) of the limit prescribed by the State constitution as of June 30th of each year. These levels are consistent with the City's creditworthiness objectives.

PURPOSES AND USES OF DEBT

Policy 5. Capital Financing

The City normally relies on internally generated funds and/or grants and contributions from other governments to finance many of its capital needs. Debt will be issued for a capital project only when it is an appropriate means to achieve a fair allocation of costs between current and future beneficiaries or users, or in the case of an emergency capital need. Debt shall not fund operating expenses with the only exception being operating costs related to disaster recovery. Bond proceeds should be limited to financing capital expenditures such as the costs of planning, external or internal design, construction management, land or right of way acquisition, acquisition of, construction of or renovations/rehabilitation to buildings, permanent structures, attached fixtures or equipment, and movable pieces of equipment, such as fire engines, economic development or other costs as permitted by law. Acceptable uses of bond proceeds can be viewed as items which can be capitalized. Capitalized interest is an eligible item for bonding. Utility revenue bond proceeds may be used to establish a debt service reserve as allowed by federal and state law. Operating expenses may not be financed with long-term bonds. Non-capital expenses are not financed from bond proceeds, except as allowed under specific circumstances approved by the City Manager or City Council. Refunding bond issues designed to restructure currently outstanding debt are an acceptable use of bonds proceeds.

The City will not use short-term borrowing to finance operating needs except in the case of

CITY OF DUBUQUE
DEBT MANAGEMENT POLICIES

an extreme financial emergency which is beyond its control or reasonable ability to forecast. Recognizing that bond issuance costs (bond counsel, bond rating, and financial management fees) add to the total interest costs of financing, bond financing should not be used if the aggregate cost of projects to be financed by the bond issue does not exceed \$500,000. Consideration should be given, whenever possible, to combine borrowings to minimize issuance fees.

Urban Renewal purposes (See Policy 30 – Tax Increment Financing herein)

Policy 6. Asset Life

Excluding Urban Renewal purposes.

The City will consider long-term financing for the construction, acquisition, maintenance, replacement, or expansion of physical assets (including land) only if they have a useful life of at least five years. Debt will be used only to finance capital projects and equipment, except in cases of emergency. City debt will not be issued for periods exceeding the useful life or average useful lives of the project or projects to be financed.

Urban Renewal purposes (See Policy 30 – Tax Increment Financing herein)

DEBT STANDARDS AND STRUCTURE

Policy 7. Length of Debt

Debt will be structured for the shortest period consistent with a fair allocation of costs to current and future beneficiaries or users. General obligation bonds will adhere to State Code as to length of debt.

Policy 8. Debt Structure

Debt will be structured to achieve the lowest possible net cost to the City given market conditions, the urgency of the capital project, the type of debt being issued, and the nature and type of repayment source. Moreover, to the extent possible, the City will design the repayment of its overall debt so as to rapidly recapture its credit capacity for future use. The City shall strive to repay 20 percent of the principal amount of its general obligation debt within five years and at least 40 percent within ten years. The City shall strive to repay 40 percent of the principal amount of its revenue debt within ten years.

Derivative instruments (for example, interest rate swaps) shall not be utilized on any general obligation bonds or notes, short term notes, or utility revenue bonds or notes. The City may enter into a forward-delivery agreement for purpose of selling a bond in the future at an interest rate agreed to at the time of issuance, so long as the liability to the City is limited to the delivery of the bond or note at the specified date and at the specified interest rate.

CITY OF DUBUQUE
DEBT MANAGEMENT POLICIES

Policy 9. Decision Analysis

Whenever the City is contemplating a possible bond issue, information will be developed concerning the following four categories commonly used by rating agencies assessing the City's creditworthiness. The subcategories are representative of the types of items to be considered. The information below will be presented by the Finance Department to the City Manager.

Debt Analysis

- Debt capacity analysis
- Purpose for which debt is issued
- Debt structure
- Debt burden
- Debt history and trends
- Adequacy of debt and capital planning

The Finance Department will present the following information to the City Manager, when required and if applicable.

Financial Analysis

- Stability, diversity, and growth rates of tax or other revenue sources
 - Trend in assessed valuation and collections
 - Current budget trends
 - Appraisal of past revenue and expenditure trends
 - History and long-term trends of revenues and expenditures
 - Evidence of financial planningAdherence to generally accepted accounting principles
 - Audit results
 - Fund balance status and trends in operating and debt funds
 - Financial monitoring systems and capabilities
 - Cash flow projections

Governmental and Administrative Analysis

- Government organization structure
- Location of financial responsibilities and degree of control
- Adequacy of basic service provision
- Intergovernmental cooperation/ conflict and extent of duplication
- Overall city planning efforts

Economic Analysis

- Geographic and location advantages
- Population and demographic characteristics
- Wealth indicators
- Housing characteristics
- Level of new construction
- Types of employment, industry, and occupation
- Evidences of industrial decline
- Trend of the economy

CITY OF DUBUQUE
DEBT MANAGEMENT POLICIES

Policy 11. Backloading

Excluding Urban Renewal purposes.

The City generally will seek to structure its total debt with level principal and interest payments over the life of the debt. "Backloading" of costs will be considered only when: natural disasters or extraordinary or unanticipated external factors make the short-term cost of the debt prohibitive; when the benefits derived from the debt issuance can be clearly demonstrated to be greater in the future than in the present; or when such structuring will allow debt service to more closely match project revenues during the early years of the operation.

Urban Renewal purposes (See Policy 30 – Tax Increment Financing herein)

Policy 12. Refunding

Periodic reviews of all outstanding debt will be undertaken to determine refunding opportunities. Refunding will be considered (within federal tax law constraints) if and when there is a net economic benefit of the refunding or the refunding is essential in order to release restrictive bond covenants, which affect the operations and management of the City.

In general, advance refundings for economic savings will be undertaken when a net present value savings of at least four percent of the refunded debt can be achieved. Current refundings, which should produce a net present value savings of not less than three percent, will be considered on a case-by-case basis taking into consideration bond covenants and general conditions. Refundings with negative savings will not be considered unless there is a compelling public policy objective.

Policy 13. Credit Enhancements

Credit enhancement (letters of credit, bond insurance, etc.) may be used, but only when the net present value of the net debt service on the bonds is reduced by more than the up-front costs of the enhancement.

Policy 14. Investment of Bond Proceeds

General obligation and revenue bond proceeds shall be invested separate from the City's consolidated cash pool unless otherwise specified by the bond legislation. Investments will be consistent with those authorized by state law and the City's investment policies in order to maintain safety and liquidity of the funds and ensure the highest possible interest rate is obtained.

Policy 15. Costs and Fees

All costs and fees related to issuance of bonds will be paid out of bond proceeds and allocated across all projects receiving bond proceeds from the issue. Where appropriate, this

CITY OF DUBUQUE
DEBT MANAGEMENT POLICIES

fee will be invoiced against the bond proceeds after the bond closing. Fees will be absorbed by the project or projects funded by the bond sales.

Policy 16. Competitive Sale

In general, City debt will be issued through a competitive bidding process. Bids will be awarded on a true interest cost basis (TIC), providing other bidding requirements are satisfied. The City will use an electronic bidding platform such as I-Deal LLC's PARITY© bidding system for the receipt of bids.

Policy 17. Negotiated Sale

Negotiated sales of debt will be considered in extraordinary circumstances when the complexity of the issue requires specialized expertise, when the negotiated sale would result in substantial savings in time or money; or when market conditions or City credit are unusually volatile or uncertain.

Policy 18. Bond Counsel

The City will retain external bond counsel for all debt issues. All debt issued by the City will include a written opinion by bond counsel affirming that the City is authorized to issue the debt, stating that the City has met all State constitutional and statutory requirements necessary for issuance, and determining the debt's federal income tax status. The bond counsel retained must have comprehensive municipal debt experience and a thorough understanding of Iowa law as it relates to the issuance of municipal debt.

Policy 19. Financial Advisor

The City will retain an external independent financial advisor to be selected through a competitive bid process administered by the Finance Department. The financial advisor is selected through a competitive Request for Proposal (RFP) for a period of approximately five years. The financial advisor's performance shall be reviewed at least annually. The utilization of the financial advisor for particular bond sales will be at the discretion of the Finance Department on a case-by-case basis and pursuant to the financial advisory services contract. The major criteria in the selection process for a financial advisor will be comprehensive municipal debt experience, experience with diverse financial structuring and pricing of municipal securities, as well as overall cost of services.

Policy 20. Compensation for Services

Compensation for bond counsel, financial advisors, bond rating agency, and other financial services will be as economical as possible and consistent with industry standards for the desired qualification levels. These costs will be tracked by the Finance Department.

Policy 21. RFP Process

The City Manager shall make a recommendation to the City Council for the selection of financial advisor. The determination generally will be made following an independent review

CITY OF DUBUQUE
DEBT MANAGEMENT POLICIES

of competitive bids, responses to requests for proposals (RFPs) or requests for qualifications (RFQs). The bids and RFPs will be reviewed by at least three City finance professionals or City appointed members.

Policy 22. Other Service Providers

The City Manager shall have the authority to periodically select other service providers (e.g., escrow agents, verification agents, trustees, arbitrage consultants, etc.) as necessary to meet legal requirements, minimize administrative work for City staff, or minimize net City debt costs. These services can include debt restructuring services and security or escrow purchases. The Chief Financial Officer may select firm(s) to provide such financial services related to debt without a RFP, consistent with City and State legal requirements, subject to approval by resolution.

Policy 23. Arbitrage Compliance

The Finance Department shall maintain a system of record keeping reporting and compliance procedures, with respect to all federal tax requirements which are currently, or may become, applicable throughout the lifetime of all tax-exempt, Build America, or other tax credit bonds in accordance with the Post Issuance Compliance Policy approved by the City Manager on April 5, 2012. The City Manager may amend the Post Issuance Compliance Policy as necessary or appropriate.

Federal tax compliance, record-keeping, reporting and compliance procedures shall include, but shall not be limited to: (1) post-issuance compliance (including proper use of proceeds, timely expenditure of proceeds, proper use of bond finance property, yield restriction and rebate, and timely return filing); (2) proper maintenance of records to support federal tax compliance; (3) proceed investment and arbitrage compliance; (4) revenues, expenditures and assets; (5) private business use; and (6) designation of primary responsibilities for federal tax compliance of all bond financings.

Policy 24. Financing Proposals

Any capital financing proposal to a City department involving pledge or other extension of the City's credit through sale of securities, execution of loans or leases, marketing guarantees, or otherwise involving directly or indirectly the lending or pledging of the City's credit, shall be referred to the Finance Department for review. The City Manager will determine a recommendation to be forwarded to the City Council for approval.

Policy 25. Communication and Disclosure

Significant financial reports affecting or commenting on the City will be forwarded to the rating agencies. Each bond prospectus will follow the disclosure guidelines of the Government Finance Officers Association of the U.S. & Canada. The City will attempt to develop coordinated communication processes with all other jurisdictions with which it shares a common property tax base concerning collective plans for future debt issues. Reciprocally, shared information on debt plans including amounts, purposes, timing, and types of debt would aid each jurisdiction in its debt planning decisions.

CITY OF DUBUQUE
DEBT MANAGEMENT POLICIES

Policy 26. Revenue Bonded Debt

It is a long-term goal that each utility or enterprise will ensure future capital financing needs are met by using a combination of current operating revenues, SRF (State Revolving Fund) and revenue bond financing. Therefore a goal is established that 25% of next fiscal year operating budget be allocated to an operation reserve in the utility or enterprise fund. It is City policy that each utility or enterprise should provide adequate debt service coverage of at least 1.25 times the annual debt service costs of revenue bonds (or such higher amount as may be necessary to maintain bond ratings) and 1.10 times the annual debt service costs on State Revolving Loan Funds. Utilities and enterprises should not operate in a fashion where operating deficits occur. An example of the debt coverage calculation is below

Debt Coverage Example:

Operating Revenues	\$19,903,166
Operating Investment Income	751,270
Total Operating Revenue	\$20,654,436
Operating Expenses	\$15,644,355
Less: Depreciation and Amortization	1,155,004
Net Expenses	\$ 14,489,351
Net Revenue Available for Debt Service	\$ 6,165,085 (1*)
Principal	\$ 1,520,000
Interest	1,963,116
Total Debt Service	\$ 3,483 116 (2*)
Debt Coverage Ratio (1* divided by 2*)	1.77

Policy 27. Short Term Financing/Capital Lease Debt

Short-term financing or capital lease debt will be considered to finance certain equipment and rolling stock purchases from time to time. Adequate funds for the repayment of principal and interest must be included in the requesting department's approved operating budget. The term of short- term financing will be limited to the usual useful life period of the vehicle or equipment, but in no case will exceed ten years. The City will comply with Iowa law in terms of public hearings and debt issuance process. The Finance Department or Budget Director will consolidate all requests and will make every effort to include the consolidated equipment financing as part of the City's general obligation bond process, or alternately, may solicit competitive or negotiated proposals for capital financing to ensure the lowest possible interest costs.

Policy 28. Conduit Financings

The City may act as a conduit issuer and issue municipal securities to raise capital for

CITY OF DUBUQUE
DEBT MANAGEMENT POLICIES

revenue generating projects where the funds generated are used by a third party (known as the "conduit borrower") to make payments to investors. The conduit financing is backed by the conduit borrower's credit and funds pledged toward the project by outside investors. If a project fails and the security goes into default, it is the conduit borrower's financial obligation, not the conduit issuer. The City is not responsible for repayment of these bonds.

The City will not consider conduit financing requests in any year in which the City is able to issue "bank qualified" bonds if the requested conduit bond amount would push the City's total bonding above the bank qualified limit, thus resulting in the City's bonding for that year being non-bank qualified, unless the conduit borrower agrees to reimburse the City, up-front, for 100% of the net present value of the cost differential between bank qualified bonds and non-bank qualified bonds on the City's annual bonding amount.

The City will consider requests for conduit financing on a case-by-case basis using the following criteria:

- The City's bond counsel will review the terms of the financing and confirm that there will be no liability to the City in issuing the bonds on behalf of the applicant.
- The conduit borrower adequately indemnifies the City against any current or future liability or cost associated with the bond request
- There is a clearly articulated public purpose in providing the conduit financing.
- The applicant is capable of achieving this public purpose.

The conduit financing will generally be a two-step process:

- Asking the City Council if they are interested in considering the request, and the establishing the ground rules for evaluating it.
- Providing the City Council with the results of this evaluation, and recommending approval of appropriate financing documents, if warranted.

This two-step approach ensures that the issues are clear for both the City and applicant, and that key policy questions are answered. The scope necessary to address these issues will vary from request to request, and will have to be determined on a case-by-case basis.

The City will be fully reimbursed all costs associated with the conduit borrowing, unless the City Council determines, by resolution, to waive this requirement.

Policy 29. Assessment Bonds

Special assessment bonds are bonds whose proceeds fund a certain, defined project. Special assessments paying for the bond will be levied only on those directly benefiting from the project. Special assessment bonds are not backed by the full faith and credit of the City and as such, investors in such bonds have more risk than they would if the City issued general obligation bonds. Special assessment bonds are not subject to the statutory debt limit. The City will issue special assessment bonds if the benefit of the project would normally accrue to a limited number of taxpayers, instead of City residents as a whole, and/or if the issuance of general obligation bonds to finance the project would cause the City's debt limit to increase in a meaningful amount such that future capital improvement projects might be impaired due to lack of available debt limit. If approved by the City Council, general obligation bonds that are abated with special assessments may be issued that do pledge the

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full faith and credit of the City and these will be called "general obligation special assessment bonds."

Except as otherwise provided by law, the rate of interest payable on unpaid balances of special assessments levied against benefited properties shall not exceed the maximum rate in effect at the time of adoption of the final assessment schedule, as established by rule pursuant to section 74A.6, subsection 2 of the State of Iowa Code.

Policy 30. Tax Increment Financing

Tax increment financing is a method of reallocating property tax revenues which are produced as a result of an increase in taxable valuation above a "base valuation" figure within an Urban Renewal Area. Until the tax increment debt within an area has been repaid, tax revenues produced by property tax levies imposed on the increased taxable valuation are all allocated back to the City (net of debt service, PPEL and Instructional Support Levy taxes on tax increment financing debt incurred after April 24, 2012, which are paid to the corresponding taxing entity) which has established the tax increment area. TIF taxes received must be spent for projects within the Urban Renewal Area.

The City shall use various types of debt to finance Urban Renewal Projects (which could include incentives), including general obligation debt, pure tax increment revenue debt, internal loans between governmental funds and rebate agreements, in which all or a portion of annual tax increment revenues are paid back to developers.

In Urban Renewal Projects where rebate agreements are used as a financing tool of the project, the development agreement shall include a non-appropriation/limited source of funding provision. The non-appropriation/limited source of funding provision shall limit the tax rebate obligation to: (a) TIF taxes received from the Project, and not from the entire TIF area; and (b) that the TIF obligation is not a general obligation or other indebtedness of the City, or a pledge of its full faith and credit with 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.

The City shall choose to appropriate, or not, at the last council meeting in November, at the latest, for the fiscal year starting the following July 1, such that the City can certify to the County TIF obligations outstanding as of December 1 of each year. The City may not certify an obligation on December 1 (for the fiscal year starting the following July 1) that was not previously appropriated by the City Council, by resolution, for the following fiscal year.

The City may issue tax increment debt, including general obligation securities that the City intends to abate with tax increment revenues, anticipating future TIF revenues.

In choosing to issue general obligation securities that the City reasonably intends to abate with TIF revenues, the City shall retire the general obligation securities over a period of not more than 20 years, and may use level or backloaded structuring. The sum of all prior obligations, plus the proposed obligations shall, at all times, be supported by the sum of existing TIF revenues plus reasonably expected future TIF revenues, without using an "annual growth factor" assumption larger than 2%. The City may issue general obligation

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bonds to anticipate future TIF revenue growth where the City reasonably believes that the TIF revenue growth will occur based on current events occurring in the TIF area, or based on minimum assessment agreements that may be in place covering one or more projects.

The City shall annually certify as TIF debt 100% of the total outstanding obligations that are yet to be reimbursed from TIF revenue, including but not limited to bonds, notes, leases, rebates, internal loans and other obligations. The City may voluntarily release any portion of a particular fiscal year's actual TIF receipts, on an annual basis, if the City can determine that it has sufficient cash on hand (not including reserves) that, when added to the TIF revenues anticipated to be collected, will be sufficient to fund all TIF liabilities in that particular fiscal year without creating a deficit balance.

Policy 31. Inter-Fund Financing

The City is committed to maintaining adequate liquidity in its general fund sufficient to provide for cash flow needs of the general fund and provide a reasonable balance available in the event of emergency. In lieu of external financing the City may choose to fund a capital project in an enterprise fund with reserves in the general fund, so long as the general fund shall, at all times, have a minimum balance excluding the inter-fund financing equal to at least 10% of the annual general fund budgeted operating expenses, and shall be able to, at all times, cover cash flow needs of the general fund, when such project is part of the Capital Improvement Program. The enterprise fund will pay interest on the loan as determined by market rates. The term of the loan is not to exceed ten years. Inter-fund loans will only be considered if there is no other planned borrowing at the time of the project, and the borrowing will not adversely impact future governmental projects. The cost of the financing and true interest costs should not exceed the cost of borrowing from traditional external sources.

Policy 32. Bank Qualification

The City recognizes that bank qualification can result in interest rates on bonds that are lower than the rates on non-bank qualified bonds. The spread between bank qualified and non-bank qualified bonds can vary from time to time; however, in those times when meaningful savings can be created, the City will attempt to employ strategies to ensure that bank qualification is preserved to the extent possible. This may include the creation or issuance of short-term bond anticipation notes, or draw-down bonds, at various times such that existing or future year's obligations may be deemed bank qualified. The City will endeavor to provide that, at a minimum, every other year's debt issuances are deemed bank qualified, unless the City determines that the spread differential that exists at that time does not justify the effort.

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INTRODUCTION

The following policies are enacted to provide direction and limits for the issuance and management of debt by the City of Dubuque. The objective is to establish conditions for the use of debt and to create procedures and policies that minimize the City's debt service and issuance costs, retain the highest possible credit rating, maximize future debt capacity and maintain full and complete financial disclosure and reporting and federal tax compliance. The policies apply to all general obligation and revenue debt issued by the City of Dubuque, including leases, debt guaranteed by the City, and any other forms of taxable and tax-exempt indebtedness, including Build America or other tax credit bonds, and urban renewal debt.

Regular, updated debt policies can be an important tool to ensure the use of the City's resources to meet its commitments to provide needed services to the citizens of Dubuque and to maintain sound financial management practices. These policies are therefore guidelines for general use, and allow for exceptions in extraordinary conditions.

These policies have been adopted by the City Council by resolution. The Debt Management Policies of the City can be adjusted at any time by resolution of the City Council.

CREDITWORTHINESS OBJECTIVES

Policy 1. Credit Ratings

The City of Dubuque seeks to maintain the highest possible credit ratings for all categories of short and long term general obligation and revenue debt that can be achieved without compromising the delivery of basic City services and the achievement of adopted City policy objectives.

The City recognizes that external economic, natural, or other events may from time to time affect the creditworthiness of its debt. Nevertheless, the City is committed to ensuring that actions within its control are prudent.

Policy 2. Financial Disclosure

The City is committed to full and complete financial disclosure, and to cooperating fully with rating agencies, financial advisor, bond counsel, institutional and individual investors, City departments and agencies, other levels of government, and the general public to share comprehensible and accurate financial information. The City is dedicated to meeting secondary disclosure requirements on a timely and comprehensive basis, as promulgated by the Securities and Exchange Commission.

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The Official Statements accompanying debt issues, ~~Comprehensive—Annual~~Annual Comprehensive Financial Reports, and Continuing Disclosure Statements will meet (at a minimum), the standards articulated by the Municipal Standards Rulemaking Board (MRSB), the Government Accounting Standards Board (GASB), and the Securities and Exchange Commission (SEC). The Finance Department shall be responsible for ongoing debt disclosure to established national information repositories and for maintaining compliance with disclosure standards promulgated by state and national regulatory bodies.

Policy 3. Capital Planning

To enhance creditworthiness and prudent financial management, the City of Dubuque is committed to systematic capital planning, intergovernmental cooperation and coordination, and long-term financial planning. Evidence of this commitment to systematic capital planning will be demonstrated through adoption and periodic adjustment of the ~~five-year~~five-year Capital Improvement Plan (CIP).

Policy 4. Debt Limits

The constitutional limit on general obligation debt (not subject to annual appropriation) is equal to 5% of the actual value of taxable property within the City. The City voluntarily has set an internal policy of maintaining the City's general obligation outstanding debt at no more than 95% (except as a result of disasters or judgments against the City) of the limit prescribed by the State constitution as of June 30th of each year. These levels are consistent with the City's creditworthiness objectives.

PURPOSES AND USES OF DEBT

Policy 5. Capital Financing

The City normally relies on internally generated funds and/or grants and contributions from other governments to finance many of its capital needs. Debt will be issued for a capital project only when it is an appropriate means to achieve a fair allocation of costs between current and future beneficiaries or users, or in the case of an emergency capital need. Debt shall not fund operating expenses with the only exception being operating costs related to disaster recovery. Bond proceeds should be limited to financing capital expenditures such as the costs of planning, external or internal design, construction management, land or right of way acquisition, acquisition of, construction of or renovations/rehabilitation to buildings, permanent structures, attached fixtures or equipment, and movable pieces of equipment, such as fire engines, economic development or other costs as permitted by law. Acceptable uses of bond proceeds can be viewed as items which can be capitalized. Capitalized interest is an eligible item for bonding. Utility revenue bond proceeds may be used to establish a debt service reserve as allowed by federal and state law. Operating expenses may not be financed with long-term bonds. Non-capital expenses are not financed from bond proceeds, except as allowed under specific circumstances approved by the City Manager or City Council. Refunding bond issues designed to restructure currently outstanding debt are an acceptable use of bonds proceeds.

The City will not use short-term borrowing to finance operating needs except in the case of

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an extreme financial emergency which is beyond its control or reasonable ability to forecast. Recognizing that bond issuance costs (bond counsel, bond rating, and financial management fees) add to the total interest costs of financing, bond financing should not be used if the aggregate cost of projects to be financed by the bond issue does not exceed \$500,000. Consideration should be given, whenever possible, to combine borrowings to minimize issuance fees.

Urban Renewal purposes (See Policy 30 – Tax Increment Financing herein)

Policy 6. Asset Life

Excluding Urban Renewal purposes.

The City will consider long-term financing for the construction, acquisition, maintenance, replacement, or expansion of physical assets (including land) only if they have a useful life of at least ~~six~~ five years. Debt will be used only to finance capital projects and equipment, except in cases of emergency. City debt will not be issued for periods exceeding the useful life or average useful lives of the project or projects to be financed.

Urban Renewal purposes (See Policy 30 – Tax Increment Financing herein)

DEBT STANDARDS AND STRUCTURE

Policy 7. Length of Debt

Debt will be structured for the shortest period consistent with a fair allocation of costs to current and future beneficiaries or users. General obligation bonds will adhere to State Code as to length of debt.

Policy 8. Debt Structure

Debt will be structured to achieve the lowest possible net cost to the City given market conditions, the urgency of the capital project, the type of debt being issued, and the nature and type of repayment source. Moreover, to the extent possible, the City will design the repayment of its overall debt so as to rapidly recapture its credit capacity for future use. The City shall strive to repay 20 percent of the principal amount of its general obligation debt within five years and at least 40 percent within ten years. The City shall strive to repay 40 percent of the principal amount of its revenue debt within ten years.

~~Total annual debt service payments on all outstanding debt of the City shall not exceed 25% of total annual receipts across all of the City's funds.~~

~~Fixed interest rates shall be used on general obligation Bonds and Notes, including short term Notes, and on any utility revenue bonds or notes. Variable interest rate structures will not be utilized.~~

Derivative instruments (for example, interest rate swaps) shall not be utilized on any general obligation bonds or notes, short term notes, or utility revenue bonds or notes. The City may enter into a forward-delivery agreement for purpose of selling a bond in the future at an

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interest rate agreed to at the time of issuance, so long as the liability to the City is limited to the delivery of the bond or note at the specified date and at the specified interest rate.

Policy 9. Decision Analysis

Whenever the City is contemplating a possible bond issue, information will be developed concerning the following four categories commonly used by rating agencies assessing the City's creditworthiness. The subcategories are representative of the types of items to be considered. The information below will be presented by the ~~Finance Director or Budget Director~~Finance Department to the City Manager ~~or City Council~~.

Debt Analysis

- Debt capacity analysis
- Purpose for which debt is issued
- Debt structure
- Debt burden
- Debt history and trends
- Adequacy of debt and capital planning

The Finance ~~Director or Budget Director~~Department will present the following information to the City Manager ~~or City Council~~, when required and if applicable.

Financial Analysis

- ~~Stability, diversity, and growth rates of tax or other revenue sources~~
 - Trend in assessed valuation and collections
 - Current budget trends
 - Appraisal of past revenue and expenditure trends
 - History and long-term trends of revenues and expenditures
 - ~~Evidence of financial planning~~
 - Adherence to generally accepted accounting principles
 - Audit results
 - Fund balance status and trends in operating and debt funds
 - Financial monitoring systems and capabilities
 - Cash flow projections

Governmental and Administrative Analysis

- Government organization structure
- Location of financial responsibilities and degree of control
- Adequacy of basic service provision
- Intergovernmental cooperation/ conflict and extent of duplication
- Overall city planning efforts

Economic Analysis

- Geographic and location advantages
- Population and demographic characteristics
- Wealth indicators
- Housing characteristics

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- Level of new construction
- Types of employment, industry, and occupation
- Evidences of industrial decline
- Trend of the economy

Policy 10. Abatement of levies on general obligation securities

~~It shall be the goal of the City to establish an internal reserve equal to maximum annual debt service on future general obligation bonds issued that are to be abated by revenues and not paid from ad valorem property taxes in the debt service fund starting with debt issued after July 1, 2013. This reserve shall be established by the fund or revenue source that expects to abate the levy, and shall be carried in said fund or revenue source on the balance sheet as a restricted reserve. On July 1 of each fiscal year, the amount on hand in the various restricted reserves shall be transferred from the fund in question to the City's debt service fund. This reserve shall not be pledged to the repayment of general obligation bonds issued.~~

Policy 11. Backloading

Excluding Urban Renewal purposes.

The City generally will seek to structure its total debt with level principal and interest payments over the life of the debt. "Backloading" of costs will be considered only when: natural disasters or extraordinary or unanticipated external factors make the short-term cost of the debt prohibitive; when the benefits derived from the debt issuance can be clearly demonstrated to be greater in the future than in the present; or when such structuring will allow debt service to more closely match project revenues during the early years of the operation.

Urban Renewal purposes (See Policy 30 – Tax Increment Financing herein)

Policy 12. Refunding

Periodic reviews of all outstanding debt will be undertaken to determine refunding opportunities. Refunding will be considered (within federal tax law constraints) if and when there is a net economic benefit of the refunding or the refunding is essential in order to release restrictive bond covenants, which affect the operations and management of the City.

In general, Advance refundings for economic savings will be undertaken either (a) when a net present value savings of at least four percent of the refunded debt can be achieved; or (b) if the escrow structure results in a material negative arbitrage (i.e., the cost of the escrow is more expensive than the permitted cost of the escrow using then-current IRS rules), the net present value savings must be at least five percent of the refunded debt. Current refundings, which should produce a net present value savings of not less than three percent, will be considered on a case-by-case basis taking into consideration bond covenants and general conditions. Refundings with negative savings will not be considered unless there is a compelling public policy objective.

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Policy 13. Credit Enhancements

Credit enhancement (letters of credit, bond insurance, etc.) may be used, but only when the net present value of the net debt service on the bonds is reduced by more than the up-front costs of the enhancement.

Policy 14. Investment of Bond Proceeds

General obligation and revenue bond proceeds shall be invested separate from the City's consolidated cash pool unless otherwise specified by the bond legislation. Investments will be consistent with those authorized by state law and the City's investment policies in order to maintain safety and liquidity of the funds and ensure the highest possible interest rate is obtained.

Policy 15. Costs and Fees

All costs and fees related to issuance of bonds will be paid out of bond proceeds and allocated across all projects receiving bond proceeds from the issue. Where appropriate, this fee will be invoiced against the bond proceeds after the bond closing. Fees will be absorbed by the project or projects funded by the bond sales.

Policy 16. Competitive Sale

In general, City debt will be issued through a competitive bidding process. Bids will be awarded on a true interest cost basis (TIC), providing other bidding requirements are satisfied. The City will use an electronic bidding platform such as I-Deal LLC's PARITY® bidding system for the receipt of bids.

Policy 17. Negotiated Sale

Negotiated sales of debt will be considered in extraordinary circumstances when the complexity of the issue requires specialized expertise, when the negotiated sale would result in substantial savings in time or money; or when market conditions or City credit are unusually volatile or uncertain.

Policy 18. Bond Counsel

The City will retain external bond counsel for all debt issues. All debt issued by the City will include a written opinion by bond counsel affirming that the City is authorized to issue the debt, stating that the City has met all State constitutional and statutory requirements necessary for issuance, and determining the debt's federal income tax status. The bond counsel retained must have comprehensive municipal debt experience and a thorough understanding of Iowa law as it relates to the issuance of municipal debt.

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Policy 19. Financial Advisor

The City will retain an external independent financial advisor to be selected through a competitive bid process administered by the ~~Finance Director or Budget Director~~Finance Department. The financial advisor is selected through a competitive Request for Proposal (RFP) for a period of approximately five years. The financial advisor's performance shall be reviewed at least annually. The utilization of the financial advisor for particular bond sales will be at the discretion of the ~~Finance Director or Budget Director~~Finance Department on a case-by-case basis and pursuant to the financial advisory services contract. The major criteria in the selection process for a financial advisor will be comprehensive municipal debt experience, experience with diverse financial structuring and pricing of municipal securities, as well as overall cost of services.

Policy 20. Compensation for Services

Compensation for bond counsel, financial advisors, bond rating agency, and other financial services will be as economical as possible and consistent with industry standards for the desired qualification levels. These costs will be tracked by the Finance Department.

Policy 21. RFP Process

The City Manager shall make a recommendation to the City Council for the selection of financial advisor. The determination generally will be made following an independent review of competitive bids, responses to requests for proposals (RFPs) or requests for qualifications (RFQs). The bids and RFPs will be reviewed by at least three City finance professionals or City appointed members.

Policy 22. Other Service Providers

The City Manager shall have the authority to periodically select other service providers (e.g., escrow agents, verification agents, trustees, arbitrage consultants, etc.) as necessary to meet legal requirements, minimize administrative work for City staff, or minimize net City debt costs. These services can include debt restructuring services and security or escrow purchases. The ~~Finance Director or Budget Director~~Chief Financial Officer may select firm(s) to provide such financial services related to debt without a RFP, consistent with City and State legal requirements, subject to approval by resolution.

Policy 23. Arbitrage Compliance

The Finance ~~Director-Department~~ shall maintain a system of record keeping reporting and compliance procedures, with respect to all federal tax requirements which are currently, or may become, applicable throughout the lifetime of all tax-exempt, Build America, or other tax credit bonds in accordance with the Post Issuance Compliance Policy approved by the City Manager on April 5, 2012. The City Manager may amend the Post Issuance Compliance Policy as necessary or appropriate.

Federal tax compliance, record-keeping, reporting and compliance procedures shall include,

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but shall not be limited to: (1) post-issuance compliance (including proper use of proceeds, timely expenditure of proceeds, proper use of bond finance property, yield restriction and rebate, and timely return filing); (2) proper maintenance of records to support federal tax compliance; (3) ~~investments proceed investment~~ and arbitrage compliance; (4) ~~revenues~~, expenditures and assets; (5) private business use; and (6) designation of primary responsibilities for federal tax compliance of all bond financings.

Policy 24. Financing Proposals

Any capital financing proposal to a City department involving pledge or other extension of the City's credit through sale of securities, execution of loans or leases, marketing guarantees, or otherwise involving directly or indirectly the lending or pledging of the City's credit, shall be referred to the ~~Finance and Budget Director~~Finance Department for review. The City Manager will determine a recommendation to be forwarded to the City Council for approval.

Policy 25. Communication and Disclosure

Significant financial reports affecting or commenting on the City will be forwarded to the rating agencies. Each bond prospectus will follow the disclosure guidelines of the Government Finance Officers Association of the U.S. & Canada. The City will attempt to develop coordinated communication processes with all other jurisdictions with which it shares a common property tax base concerning collective plans for future debt issues. Reciprocally, shared information on debt plans including amounts, purposes, timing, and types of debt would aid each jurisdiction in its debt planning decisions.

Policy 26. Revenue Bonded Debt

It is a long-term goal that each utility or enterprise will ensure future capital financing needs are met by using a combination of current operating revenues, SRF (State Revolving Fund) and revenue bond financing. Therefore a goal is established that 1025% of next fiscal year operating budget be allocated to an operation reserve in the utility or enterprise fund. It is City policy that each utility or enterprise should: ~~(a) provide adequate debt service coverage of at least 1.25 times the annual debt service costs of revenue bonds (or such higher amount as may be necessary to maintain bond ratings) and 1.10 times the annual debt service costs on State Revolving Loan Funds, and (b) provide adequate revenues such that the annual revenues fund the sum of: annual operating expenses plus debt service plus pay-as-you-go capital improvements plus creation of reasonable reserves.~~ Utilities and enterprises should not operate in a fashion where operating deficits occur. An example of the debt coverage calculation is below

Debt Coverage Example:

Operating Revenues	\$19,903,166
Operating Investment Income	751,270
Total Operating Revenue	\$20,654,436
Operating Expenses	\$15,644,355
Less: Depreciation and Amortization	1,155,004

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Net Expenses	\$ 14,489,351
Net Revenue Available for Debt Service	\$ 6,165,085 (1*)
Principal	\$ 1,520,000
Interest	1,963,116
Total Debt Service	\$ 3,483 116 (2*)
Debt Coverage Ratio (1* divided by 2*)	1.77

~~The City shall voluntarily create a debt service reserve, as allowed by the IRS, on all utility or enterprise revenue obligations, even if not required by the lender.~~

Policy 27. Short Term Financing/Capital Lease Debt

Short-term financing or capital lease debt will be considered to finance certain equipment and rolling stock purchases from ~~time-to-time~~ time to time. Adequate funds for the repayment of principal and interest must be included in the requesting department's approved operating budget. The term of short- term financing will be limited to the usual useful life period of the vehicle or equipment, but in no case will exceed ten years. The City will comply with Iowa law in terms of public hearings and debt issuance process. The Finance Department or Budget Director will consolidate all requests and will make every effort to include the consolidated equipment financing as part of the City's general obligation bond process, or alternately, may solicit competitive or negotiated proposals for capital financing to ~~insure~~ ensure the lowest possible interest costs.

Policy 28. Conduit Financings

The City may act as a conduit issuer and issue municipal securities to raise capital for revenue generating ~~projects~~ where the funds generated are used by a third party (known as the "conduit borrower") to make payments to investors. The conduit financing is backed by the conduit borrower's credit and funds pledged toward the project by outside investors. If a project fails and the security goes into default, it is the conduit borrower's financial obligation, not the conduit issuer. The City is not responsible for repayment of these bonds.

The City will not consider conduit financing requests in any year in which the City is able to issue "bank qualified" bonds if the requested conduit bond amount would push the City's total bonding above the bank qualified limit, thus resulting in the City's bonding for that year being non-bank qualified, unless the conduit borrower agrees to reimburse the City, up-front, for 100% of the net present value of the cost differential between bank qualified bonds and non-bank qualified bonds on the City's annual bonding amount.

The City will consider requests for conduit financing on a case-by-case basis using the following criteria:

- The City's bond counsel will review the terms of the financing and confirm that there will be no liability to the City in issuing the bonds on behalf of the applicant.
- The conduit borrower adequately indemnifies the City against any current or future liability or cost associated with the bond request

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- There is a clearly articulated public purpose in providing the conduit financing.
- The applicant is capable of achieving this public purpose.

The conduit financing will generally be a two-step process;

- Asking the City Council if they are interested in considering the request, and the establishing the ground rules for evaluating it.
- Providing the City Council with the results of this evaluation, and recommending approval of appropriate financing documents, if warranted.

This two-step approach ensures that the issues are clear for both the City and applicant, and that key policy questions are answered. The scope necessary to address these issues will vary from request to request, and will have to be determined on a case-by-case basis.

The City will be fully reimbursed all costs associated with the conduit borrowing, unless the City Council determines, by resolution, to waive this requirement.

Policy 29. Assessment Bonds

Special assessment bonds are bonds whose proceeds fund a certain, defined project. Special assessments paying for the bond will be levied only on those directly benefiting from the project. Special assessment bonds are not backed by the full faith and credit of the City and as such, investors in such bonds have more risk than they would if the City issued general obligation bonds. Special assessment bonds are not subject to the statutory debt limit. The City will issue special assessment bonds if the benefit of the project would normally accrue to a limited number of taxpayers, instead of City residents as a whole, and/or if the issuance of general obligation bonds to finance the project would cause the City's debt limit to increase in a meaningful amount such that future capital improvement projects might be impaired due to lack of available debt limit. If approved by the City Council, general obligation bonds that are abated with special assessments may be issued that do pledge the full faith and credit of the City and these will be called "general obligation special assessment bonds."

Except as otherwise provided by law, the rate of interest payable on unpaid balances of special assessments levied against benefited properties shall not exceed the maximum rate in effect at the time of adoption of the final assessment schedule, as established by rule pursuant to section 74A.6, subsection 2 of the State of Iowa Code.

CITY OF DUBUQUE
DEBT MANAGEMENT POLICIES

Policy 30. Tax Increment Financing

Tax increment financing is a method of reallocating property tax revenues which are produced as a result of an increase in taxable valuation above a “base valuation” figure within an Urban Renewal Area. Until the tax increment debt within an area has been repaid, tax revenues produced by property tax levies imposed on the increased taxable valuation are all allocated back to the City (net of debt service, PPEL and Instructional Support Levy taxes on tax increment financing debt incurred after April 24, 2012, which are paid to the corresponding taxing entity) which has established the tax increment area. TIF taxes received must be spent for projects within the Urban Renewal Area.

The City shall use various types of debt to finance Urban Renewal Projects (which could include incentives), including general obligation debt, pure tax increment revenue debt, internal loans between governmental funds and rebate agreements, in which all or a portion of annual tax increment revenues are paid back to developers.

In Urban Renewal Projects where rebate agreements are used as a financing tool of the project, the development agreement shall include a non-appropriation/limited source of funding provision. The non-appropriation/limited source of funding provision shall limit the tax rebate obligation to: (a) TIF taxes received from the Project, and not from the entire TIF area; and (b) that the TIF obligation is not a general obligation or other indebtedness of the City, or a pledge of its full faith and credit with 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.

The City shall choose to appropriate, or not, at the last council meeting in November, at the latest, for the fiscal year starting the following July 1, such that the City can certify to the County TIF obligations outstanding as of December 1 of each year. The City may not certify an obligation on December 1 (for the fiscal year starting the following July 1) that was not previously appropriated by the City Council, by resolution, for the following fiscal year.

The City may issue tax increment debt, including general obligation securities that the City intends to abate with tax increment revenues, anticipating future TIF revenues.

In choosing to issue general obligation securities that the City reasonably intends to abate with TIF revenues, the City shall retire the general obligation securities over a period of not more than 20 years, and may use level or backloaded structuring. The sum of all prior obligations, plus the proposed obligations shall, at all times, be supported by the sum of existing TIF revenues plus reasonably expected future TIF revenues, without using an “annual growth factor” assumption larger than 2%. The City may issue general obligation bonds to anticipate future TIF revenue growth where the City reasonably believes that the TIF revenue growth will occur based on current events occurring in the TIF area, or based on minimum assessment agreements that may be in place covering one or more projects.

The City shall annually certify as TIF debt 100% of the total outstanding obligations that are yet to be reimbursed from TIF revenue, including but not limited to bonds, notes, leases, rebates, internal loans and other obligations. The City may voluntarily release any portion of

CITY OF DUBUQUE
DEBT MANAGEMENT POLICIES

a particular fiscal year's actual TIF receipts, on an annual basis, if the City can determine that it has sufficient cash on hand (not including reserves) that, when added to the TIF revenues anticipated to be collected, will be sufficient to fund all TIF liabilities in that particular fiscal year without creating a deficit balance.

Policy 31. Inter-Fund Financing

The City is committed to maintaining adequate liquidity in its general fund sufficient to provide for cash flow needs of the general fund and provide a reasonable balance available in the event of emergency. In lieu of external financing the City may choose to fund a capital project in an enterprise fund with reserves in the general fund, so long as the general fund shall, at all times, have a minimum balance excluding the inter-fund financing equal to at least 10% of the annual general fund budgeted operating expenses, and shall be able to, at all times, cover cash flow needs of the general fund, when such project is part of the Capital Improvement Program. The enterprise fund will pay interest on the loan as determined by market rates. The term of the loan is not to exceed ten years. Inter-fund loans will only be considered if there is no other planned borrowing at the time of the project, and the borrowing will not adversely impact future governmental projects. The cost of the financing and true interest costs should not exceed the cost of borrowing from traditional external sources.

Policy 32. Bank Qualification

The City recognizes that bank qualification can result in interest rates on bonds that are lower than the rates on non-bank qualified bonds. The spread between bank qualified and non-bank qualified bonds can vary from time to time; however, in those times when meaningful savings can be created, the City will attempt to employ strategies to ensure that bank qualification is preserved to the extent possible. This may include the creation or issuance of short-term bond anticipation notes, or draw-down bonds, at various times such that existing or future year's obligations may be deemed bank qualified. The City will endeavor to provide that, at a minimum, every other year's debt issuances are deemed bank qualified, unless the City determines that the spread differential that exists at that time does not justify the effort.

**City of Dubuque
City Council**

CONSENT ITEMS # 6.

ITEM TITLE: January/February 2026 City News Newsletter

SUMMARY: City Manager providing a copy of the January/February 2026 issue of the City News newsletter, which will be mailed with City of Dubuque utility bills from December 17, 2025, through January 7, 2026. The publication is also available online at www.cityofdubuque.org/citynews.

SUGGESTED DISPOSITION: Receive and File

ATTACHMENTS:

1. City News Newsletter - JanFeb26

City of Dubuque CITY NEWS

January/February 2026

Inside This Issue

2 | Merry Mulch Christmas Tree Composting

Heating Bill Assistance

New Pet Licensing Vendor

Community Support & Empowerment Grant Program

PEG Access Equipment Grant Program

3 | A Message from the City Manager

Free Income Tax Preparation Assistance

Odd/Even Snow Route Policy & Notifications

4 | New Faces & Retirements

Events Calendar

Citizen's Police Academy

Holiday Lights Recycling

Let's Be Social!



www.cityofdubuque.org

Get news and info by email or text:
Check out all the options at
www.cityofdubuque.org/notifyme

City News is produced by the City of Dubuque Public Information Office. Comments are welcome at publicinfo@cityofdubuque.org or 563-589-4151.

New Representatives Join City Council

Two new city council representatives were elected in November and will take office on Jan. 2, 2026.



Chris Staver, At-Large

Chris Staver was elected as an At-Large Representative on the city council. A native of Belmont, Wisc., Chris has lived in Dubuque since 1984. He has owned and operated The Copper Kettle restaurant since 2012 and has spent 25 years renovating historic properties and creating and managing rental units. His early career included operating Great Plains Dent Company, specializing in hail damage repair across the U.S. and Europe. Chris's civic involvement has included Toys for Tots, the March of Dimes/Signature Chefs Auction, and the Tri-States Martini Shake Off/HavLife. He has supported community events including Hospice of Dubuque's BestFest, East Dubuque WingFest, and Dubuque Area BaconFest.

After Jan. 2, he can be reached at 563-690-6503 or cstaver@cityofdubuque.org. He has two children and resides at 1027 Barbaralee Dr.



Tyson Leyendecker, Ward One

Tyson Leyendecker was elected as Ward One representative on the city council. A native of Albuquerque, New Mexico, he has lived in Dubuque since 2017. Tyson currently serves as president and chief credit officer of Capra Bank. Previously, he served as president and CEO of another well-known community bank before joining Capra Bank. He holds an MBA from the University of Arizona and a bachelor's degree in finance from the University of New Mexico. Tyson's civic involvement includes service on the boards of the Dubuque Area Chamber of Commerce, Dubuque County Historical Society, Dubuque Museum of Art, Dubuque Racing Association, Dubuque Rotary, Dyersville Events, and Greater Dubuque Development Corporation.

After Jan. 2, he can be reached at 563-690-6505 or tleyendecker@cityofdubuque.org. Tyson resides at 1760 Overview Ct. with his wife Jennifer and three children.

Two Incumbents Re-Elected

Mayor Brad Cavanagh and Ward Three Representative Danny Sprank were both re-elected to their positions. At-Large Representative Ric Jones will leave the city council after 20 years in the role (and 50 years of continuous service to the City, including his career with the fire department) and Ward One Representative Susan Farber after almost five years.



Contact information for all city council members is available at cityofdubuque.org/citycouncil.



MERRY MULCH

Christmas Tree Collection & Composting

January 5 - 16, 2026

City crews will pick up natural Christmas trees (maximum of 8' high) with a City brush tie or one yellow yard waste sticker attached and visible from the street or alley on your regular collection day.

For questions, call 563-589-4250.



Need Help Paying Your HEATING BILLS

The Low-Income Home Energy Assistance Program (LIHEAP) is a federally funded program designed to assist low-income families meet the cost of home heating by providing a one-time payment to the heating utility. Assistance levels depend on income, family size, type of fuel used to heat the home, and other factors.

Details at hacap.org/energy or call 563-556-5130.

New Pet Licensing Vendor

The City of Dubuque Health Services Department has switched its pet licensing process to a new vendor, DocuPet. DocuPet will contact current license holders via email or postal mail when their license expires. Once issued, licenses will be active for one calendar year from the issue date and must be renewed annually.



DocuPet will issue each pet licensed a free, lifetime identification tag with information that links to a secure online pet profile where photos, contact information, and care instructions can be uploaded. Additional customized tags will be available for purchase.

Registration with DocuPet also provides pet owners with access to the HomeSafe lost pet service. A unique identification code can be shared if the pet is lost or missing. DocuPet works with resources including Petco Love Lost and the National Animal Shelter Network to share information about lost pets to help reunite lost pets with their owners.

To apply for pet license, visit cityofdubuque.org/Pets or call 563-589-4185.

Community Support and Empowerment Grant Program

The Office of Human Rights is accepting applications for the Dubuque Community Support and Empowerment Grant Program. Two or more grants of up to \$5,000 each will be awarded to individuals, nonprofits, businesses, clubs, organizations, or groups of passionate residents to support projects that foster a sense of belonging in Dubuque. Eligible projects must align with at least one of the City's five-year goals, and include a component of community education and/or engagement. Applications are due Jan. 31. Awarded projects must be completed by June 30, 2026.



For more information, visit cityofdubuque.org/DCSEGrant or call 563-589-4190.



Community PEG Access Equipment Grant Program

A grant to support the creation of Dubuque public, educational, and governmental (PEG) access programming opens Monday, Jan. 5, 2026.

Local individuals or organizations may apply for video production equipment grants to create content for Dubuque's PEG channels on the Mediacom and Imon cable systems. Examples include documentaries, narrative stories, local features, or other creative projects that engage the community. Applications close Sunday, Feb. 22, 2026.

To learn more and apply, visit cityofdubuque.org/CommunityPEGGrant



A Message from the CITY MANAGER

Michael C. Van Milligen

As we enter the new year, it's a time to look forward to new opportunities and to build on the progress and successes of the last year.

Debi Durham, director of the Iowa Economic Development Authority and Iowa Finance Authority, visited Dubuque in November to join community leaders to break ground on the Dubuque Museum of Art's new expansion. She described it as a transformative project "poised to break the barriers of conventional museums, combining art, education and recreation into a seamless campus."

"This city never stops dreaming big...from the new medical school to the Field of Dreams and Schmitt Island, Dubuque is riding a wave of imagination and investment that's enhancing quality of life and welcoming new faces to our state," she said. "It's exciting to see a community that celebrates creativity and sparks inspiration for generations to come!"

I could not agree more and there are many other transformative projects under way and planned! Envision 2030, the months-long, community-wide visioning process led by the Community Foundation of Greater Dubuque and the Dubuque Area Chamber of Commerce, recently announced the top 10 ideas for Dubuque's future:

- Book and Build: Expanded Library Services
- Water-Powered Fun: Community Aquatic Center
- Putting Down Roots: Community-Centered Housing
- Great Minds: Collaborative Brain Health Resources
- Captivating Shorelines: Mississippi Riverfront Reimagined
- Ageless Support: Center for Senior Well-Being
- Industry to Innovation: Dubuque South Port Revitalization
- Where Curiosity Sprouts: Children's Museum
- Heart of Play: All-Ages Sports Hub
- Grow, Cultivate, Eat: Access to Healthy Food

These things all add to Dubuque's momentum as does the fact that the City just learned that all five of the private projects submitted from Dubuque for the Iowa Economic Development Authority Redevelopment Tax Credit Program received funding:

- Dubuque 5th and Main Project: \$1,500,000
- Farley and Loetscher Project (Historic Millwork District): \$1,250,000
- IOCO Building Project (South Port of Dubuque): \$1,000,000
- Iowa Street Lofts (1248 Iowa St.): \$300,000
- Wilson House Apartments (1243 Locust St.): \$80,000

Dubuque projects garnered \$4.13 of the \$19.12 million in tax credits available state-wide and constitute five of the 25 funded projects from the 51 applications submitted.

The momentum is literally BUILDING. The City of Dubuque's building permit free revenue increased 72% from FY2024 to FY2025. Plus, Greater Dubuque Development Corporation recently reported there has been over \$1 BILLION of development in Dubuque County over the last three years!

Way to go Dubuque, I cannot wait to see what the future holds!

Need help filing your taxes for free?

Volunteer Income Tax Assistance (VITA)

The Hawkeye Area Community Action Program (HACAP) is offering free, IRS-certified tax preparation for all Dubuque residents who generally earn \$67,000 or less. The service is available to all Dubuque Residents with special assistance for elderly adults, people with disabilities, and those with limited English proficiency, ensuring that everyone has access to reliable tax help.

The program begins Feb. 2, and appointments are required. Residents can schedule their appointment online at www.hacap.org/vita or take advantage of drop-off tax preparation options.

For more information, contact HACAP at 563-556-5130 or wsanger@hacap.org.



ODD/EVEN SNOW ROUTE Policy and Notifications

After significant snowfalls, the City's Odd/Even Snow Route Parking Policy may be enacted. When in effect, parking is prohibited on "even-numbered" sides of streets on even days of the month and on "odd-numbered" sides of streets on odd days of the month.

Sign up for Odd/Even Snow Route notifications at cityofdubuque.org/snow or simply text DBQSNOW to 67283.

New Faces & Retirements

New City Employees

Dayna Johnson	Library
Paul Johnson	Transit
Reise Johnson	Public Works
Catherine Richter	Housing
Angela Rouse	Transit
Ella Link	Police
Alexander Stackis	Public Works
Sarah Emm Chesher	Public Works
Christina Lemmon	Public Works
Lauren Gonzales	Housing
Wesley Atkinson	Housing
Matthew Kalcevich	Parks & Recreation
Kloie Eitter	Library
Joseph Callahan	Parking
Douglas Hirsch	Engineering
Thomas Sladky	Transit
Parker Legel	Engineering
Levi Legrand	Public Works
Keeley Zamora	Emergency Communications
Michael Marisie	Emergency Communications
Jodi Cowan	Emergency Communications
Kelsey Butler	Emergency Communications
Anna Wolle	City Attorney's Office
Adis Rekic	Transit
Rita Parkin	Transit
Timothy Krieger	Information Technology

Recent Retirees

Steven Berkley	Fire
Chris Skorupski	Police

New Board/Commission Members

Ron Vaughn	Airport Commission
Julie Bockenstedt	Civil Service Commission
Otto Krueger	Civil Service Commission
Daniel Scott	Investment and Cash Management Oversight Advisory Commission

Recycle Your Old Holiday Lights!

You can recycle your old and non-working holiday lights through Jan. 10, at: City of Dubuque Municipal Services Center, 925 Kerper Ct.; Carnegie-Stout Public Library, 360 W. 11th St.; Dubuque County Library - Asbury Branch, 5290 Grand Meadow Dr.; and Dubuque Metro Landfill, 101 Airborne Rd.

Visit dmaswa.org/holidaylights for details!



Calendar

January

- 1 City facilities closed for New Year's Day
(No change in curbside collection on Dec. 31.
Jan. 1 curbside collection will occur on
Saturday, Jan. 3.)
- 5 City Council Meeting, 6:30 p.m.
- 19 City facilities closed for Martin Luther King, Jr. Day
(No change in curbside collection.)
- 20 City Council Meeting, 6:30 p.m.

February

- 2 City Council Meeting, 6:30 p.m.
- 16 City Council Meeting, 6:30 p.m.

Unless otherwise noted, all meetings are held at City Council Chambers, Historic Federal Building, 350 W. 6th St.

The public has the option to view and participate in City Council meetings in person at City Council Chambers or virtually (see agenda for details). Meetings are aired live on CityChannel Dubuque (Mediacom cable channels 8 and 117.2 and ImOn channel 5), streamed live and archived on the City's website at www.cityofdubuque.org/media, and streamed live on the City's Facebook page at www.facebook.com/cityofdubuque.

Citizen's Police Academy

Applications Due Sunday, Jan. 11

The Dubuque Police Department will hold the 28th annual Citizen's Police Academy (CPA) on Thursdays from 6 - 9:30 p.m. from Jan. 29 through April 2.



The CPA is a 10-week program and participants are strongly encouraged to commit to attending all sessions. CPA sessions are taught by local law enforcement professionals and other members of the criminal justice system. Each session covers a variety of topics, including arrest procedures, search and seizure, use of force, laws and policies, police procedures, domestic abuse cases, sexual abuse cases, drug enforcement, OWIs, officer safety, and prevention programs.

Participants must be at least 18 years of age with no felony convictions and no significant arrest history. Space is limited. Applications are due by 5 p.m. on Sunday, Jan. 11, and can be found at cityofdubuque.org/cpa. Paper applications are available at the Dubuque Police Department, 770 Iowa St.

Preference will be given to Dubuque residents. The CPA does not certify participants as law enforcement officers.

For more information, contact Lieutenant Luke Bock at 563-589-4473 or Captain Steve Radloff at 563-587-3807.

**City of Dubuque
City Council**

CONSENT ITEMS # 7.

ITEM TITLE:	Power Outage Preparedness Flyer
SUMMARY:	City Manager providing a copy of the Power Outage Preparedness flyer, prepared by the Communications Office, which will be mailed with City of Dubuque utility bills from December 17, 2025, through January 7, 2026.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. Power Outage Preparedness Flyer

POWER OUTAGE PREPAREDNESS

ARE YOU READY?

- Is your family or business prepared for a power outage?
- How would an extended outage affect you?
- Could you make it on your own for at least three days?

After a disaster, power will first be restored to critical infrastructure like power and water plants, transmission lines, telecommunications networks, and to hospitals, critical care facilities, and emergency response agencies. ***It may take several days or even weeks to restore power to individual homeowners and businesses. Are you prepared for such a scenario?***

BEFORE A POWER OUTAGE

- Build or restock your emergency preparedness kit (www.ready.gov/kit), including a flashlight, batteries, cash, and first aid supplies.
- Prepare an emergency food supply including canned foods, dry mixes, and other staples that do not require refrigeration, cooking, water, or special preparation. Store at least a three-day supply. Find suggestions at ready.gov/food.
- Have alternative charging methods for your phone or any device that requires power. For more information, visit ready.gov/get-tech-ready.
- Charge cell phones and any battery-powered devices.
- Know where the manual release lever of your electric garage door opener is located and how to operate it.
- Purchase ice or freeze water-filled plastic containers to help keep food cold during a temporary power outage.
- Gas stations rely on electricity to power their pumps, so plan accordingly. If you use your car to recharge devices, do NOT keep the car running in a garage, partially enclosed space, or close to a home — this can lead to carbon monoxide poisoning.
- If you rely on anything that is battery-operated or power-dependent, like a medical device, determine a back-up plan. (Additional tips on the reverse side.)

DURING A POWER OUTAGE

- Stay away from downed power lines/wires and report them by calling 9-1-1.
- Report outages to your electrical utility provider. Have your utility account number available, if possible. Check for service restoration status updates using a computer or mobile device. (See more information on reporting a power outage on the reverse side.)
- Use flashlights for emergency lighting, not candles, which can cause fires.
- Keep refrigerator and freezer doors closed. Most food requiring refrigeration can be kept safely in a closed refrigerator for several hours. An unopened refrigerator will keep food cold for about four hours. A full freezer will keep the temperature for about 48 hours.
- Put on layers of warm clothing if it is cold outside. Never burn charcoal indoors for heating or cooking. Never use your oven as a source of heat. If the power may be out for a prolonged period, plan to go to another location (the home of a relative or friend, or a public facility) that has heat to keep warm.
- Take steps to remain cool if it is hot outside. In intense heat, when the power may be off for a long time, consider going to a movie theater, shopping mall, or “cooling center” that may be open. If you remain at home, move to the lowest level of your home, since cool air falls. Wear lightweight, light-colored clothing. Drink plenty of water, even if you do not feel thirsty.

- Turn off or disconnect appliances and other equipment in case of a momentary power “surge” that can damage computers and other devices. Consider adding surge protectors.
- If you are considering purchasing a generator for your home, consult an electrician or engineer before purchasing and installing.
- Only use generators away from your home. Never run a generator inside a home or garage. Never connect it to your home’s electrical system. Never refuel a generator while it is hot. Turn it off and let it cool down before refueling.

AFTER A POWER OUTAGE

- Throw away any food that has been exposed to temperatures above 40° F (4° C) for two hours or more or that has an unusual odor, color, or texture. When in doubt, throw it out!
- If food in the freezer is colder than 40° F and has ice crystals on it, you can refreeze it.
- Contact your pharmacist if you’re concerned about medications having spoiled.
- Restock your emergency kit with fresh batteries, canned foods, and other supplies.

Senior Citizens and Individuals with Disabilities and Others with Access and Functional Needs

- **Make a Plan:** After a disaster, medical facilities and pharmacies may be unavailable. Plan now for the medications, equipment, and care you rely on.
- **Build a Support Network:** Keep a contact list in a watertight container in your emergency kit.
- **Power-Dependent Equipment:** If you use medical devices that need electricity, talk to your doctor about backup options during outages.
- **Wear Medical ID:** Use medical alert tags or bracelets to communicate your needs.
- **Evacuation Readiness:** Be prepared to tell first responders that you need to evacuate and go to a shelter with your family, service animal, caregiver, assistive devices, and supplies.
- **Accessible Transportation:** Plan ahead for how you’ll get to a shelter or medical clinic if needed.

REPORTING A POWER OUTAGE

DO NOT call 9-1-1 to report the outage. Instead, report it to your electrical utility provider. Dubuque is served by Alliant Energy and Maquoketa Valley Electric Cooperative. Never assume someone else has reported a power outage.

Alliant Energy

- Call **1-800-ALLIANT** (800-255-4268).
- Visit **alliantenergy.com/outages**.
- Alliant Energy’s free **mobile app** is available in Google Play (Android) or App Store (iOS/iPhone) by searching for “Alliant Energy.”
- **[Alliantenergy.com/myaccount](https://alliantenergy.com/myaccount)** offers “Outage Reporting and Status” in My Account Overview.

Maquoketa Valley Electric Cooperative

- Call **1-800-927-6068** during business hours or **1-800-582-8998** outside of normal business hours.
- Visit **mvec.coop/report-outages**.



Smart911™

Create a Smart911 profile at **cityofdubuque.org/smart911** (or have a friend or relative create one for you) so local emergency responders have the information they need to better assist you.

SIGN UP FOR

ALERTIOWA

Dubuque County uses Alert Iowa, the state’s emergency notification system, to notify residents of severe weather and other emergencies.

All county residents are encouraged to sign up to receive these critical emergency alerts. Alert Iowa enables Dubuque County officials to inform residents directly via voice call, text message, email, and social media.



Sign up using the QR code, or choose one of the following options:

- Create an account at **<https://bit.ly/DubuqueAlerts>**,
- Text “DubuqueIA” to 672-83, or
- Download the Smart911 app from the Apple or Google Play stores.

**City of Dubuque
City Council**

CONSENT ITEMS # 8.

ITEM TITLE:	2026 State Legislative Priorities
SUMMARY:	City Manager recommending adoption of the 2026 State Legislative Priorities
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. 2026 State Legislative Priorities [DRAFT]
3. Redlined 2025-2026 State legislative priorities comparison document

TO: The Honorable Mayor and City Council Members
FROM: Michael C. Van Milligen, City Manager
SUBJECT: 2026 State Legislative Priorities
DATE: December 10, 2025

Department Managers and City of Dubuque strategic partners worked with Consultant Teri Goodmann to develop a set of recommended 2026 State Legislative Priorities and is recommending adoption of the attached priorities.

I concur with the recommendation and respectfully request Mayor and City Council adoption of the 2026 State Legislative Priorities.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Teri Goodmann, Consultant



2026 STATE LEGISLATIVE PRIORITIES

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STATE LEGISLATIVE PRIORITIES – 91st IOWA ASSEMBLY

The State of Iowa continues to focus on reduction of property taxes at the local level. The City of Dubuque opposes strict caps on local property taxes which would have the unintended consequence of threatening essential services that rely heavily on these revenues.

The City of Dubuque has consistently supported alternative revenue sources for local governments that would assist cities in achieving revenue goals that provide for safe and protected communities, vibrant economic development, strong neighborhoods, and other community amenities particularly parks and libraries.

The City opposes and asks for a reduction in unfunded mandates from State of Iowa.

The City also asks that the City of Dubuque, the Iowa League of Cities and the Metropolitan Coalition be part of any conversation on property tax reform.

1. TAX RELATED POLICIES

a. LOCAL TAX LEVY AUTHORITY

The Dubuque City Council and staff have worked diligently and responsibly to provide excellent stewardship of public tax dollars. The City of Dubuque has consistently had the lowest or one of the lowest tax levies of the eleven largest cities in Iowa. Dubuque has demonstrated a high level of success in local and regional economic growth and corresponding population growth. **Usurping control of local government's ability to determine the tax levy rate with "one size fits all" legislation does not support the goals of Dubuque or the State Legislature, nor do we believe it will yield a successful and prosperous future for Iowa.**

REQUESTED ACTION

We urge our state elected officials who wish to further restrict local control of the property tax levy to consider the outcomes and respect the authority and ability of local governments to determine what is best for their communities in each unique circumstance.

Minimally we ask that there be:

- Improvements made to the Iowa property tax notice form to make it more understandable to residents and factually accurate.
- No hard caps on total revenues that cities can derive.
- No hard caps on overall/total city levy rate.
- "Net New" outside of any growth limitations - don't penalize growth.
- Approve or expand alternative revenue sources to give local governments flexibility to provide the service level expected of their residents and businesses.

The property tax system is complex and we urge officials to act thoughtfully to fully understand the impacts of changes made to the system.

b. LOCAL OPTION SALES TAX

The City of Dubuque does not support legislation that would authorize the State of Iowa to raise the state sales tax by eliminating the local option sales tax (LOST) with a promise to local governments that the State would redistribute an undetermined "backfill" amount for an unspecified period.

REQUESTED ACTION

As state legislators consider LOST legislation, we ask that they work to reduce financial harm to local governments and ensure that state sales tax and local option sales tax are collected on every purchase done over the internet

c. ASSESSOR'S BILL

Property tax experts or representatives are now part of the tax appeal process. A tax representative can file an appeal for a large commercial property under a contingency basis, receiving their pay based on a percentage of the property tax savings they can achieve for their client. In many of these cases little or no money is expended by the taxpayer. The representative files a protest with the Board of Review and supplies little or no information to the Board. The Board may deny the protest, but the tax representative will file a protest to either District Court or the Property Assessment Appeal Board. At

this point the tax representative may produce more information, or they may try to negotiate a settlement. On the assessor's side it may be very costly to hire appraisals and fight this out in Court. A single appraisal for a large Commercial or Industrial property will easily exceed \$5000.

Also, many appeals to the Board of Review are filed at the last minute with a statement such as information to be presented at the hearing. Many appellants never provide the information or provide it very late in the Board of Review session, so the Board is unable to reach a well-founded conclusion.

REQUESTED ACTION

Request the Iowa Legislature to limit appeals to District Court and the Property Assessment Appeal Board to matters and information that were presented before the local Board of Review.

d. STATE MANDATES

Cities are often faced with implementing mandates from the state and federal governments without receiving the necessary funds for implementation.

REQUESTED ACTION

Enact legislation that exempts local government from providing any new service or engaging in any new activities mandated by the state if the state does not provide full funding for the mandated additional staff, equipment, and infrastructure.

2. DUBUQUE REGIONAL AIRPORT

a. SUPPORT COMMERCIAL AIR SERVICE FOR DUBUQUE REGIONAL AIRPORT

The loss of commercial air service in Dubuque has created significant negative impacts on the regional economy. Return of commercial air service is a top priority of the community and the region. The City and its partners seek the support of partners at all levels of state government to return this essential transportation connectivity to Dubuque and the region.

REQUESTED ACTION

Provide funding and advocacy to expand commercial air service for Dubuque Regional Airport.

b. AIRPORT VERTICAL INFRASTRUCTURE FUNDING SOURCE

Infrastructure needs at Iowa's general aviation and commercial service airports remain high. DBQ is advocating for legislative efforts to update the sources of funding for the Airport Improvement Program to include use taxes collected on aircraft sales. This would add to aircraft registration fees and aviation fuel taxes already directed to the program and helps close the gap on needed airport projects that help support Iowa's economy.

REQUESTED ACTION

Beginning with the 2027 fiscal year, use tax on aircraft sales revenue be deposited in the State Aviation Fund that funds aviation safety, planning and development projects.

328.56 State aviation fund.

A state aviation fund is created under the authority of the department. The fund shall consist of moneys deposited in the fund pursuant to sections 328.36, 423.5 and 452A.82 and other moneys appropriated to the fund.

Moneys in the state aviation fund are appropriated to the department of transportation for use by the department for airport engineering studies, construction or improvements, and the windsock program for public airports and marketing at commercial service airports. In awarding moneys, the department shall give preference to projects that demonstrate a collaborative effort between airports.

328.36 Deposit and use of revenues.

All moneys received by the department pursuant to sections 328.21, 423.5 and 328.29 and shall be deposited into the state aviation fund created in section 328.56.

3. PUBLIC MEETING NOTICES

Iowa Code Section 362.3 mandates that all publications required by the Code must be published in a newspaper. These notices cover a range of municipal actions, including public hearing announcements, ordinance publications, City Council meeting minutes, and expenditure disclosures. These statutory requirements impose a financial burden on cities, which are responsible for covering the associated publication costs. Over the past ten fiscal years, the City of Dubuque has incurred an average annual expense of \$14,500 solely for publishing meeting minutes and ordinances. Costs associated with public hearing notices span multiple departments and are charged to various project codes, making comprehensive tracking of these expenses infeasible. However, it is important to note that the total annual expenditure for all required notices is substantially higher than the amount reported for minutes and ordinances alone.

Another significant challenge is the continued reduction in print publication schedules by newspapers. The newspaper currently used by the City of Dubuque for public notices now prints only three times per week. This limited schedule requires the City to engage in more advance planning and coordination to ensure notices are published within required timeframes. As a result, it can slow down municipal processes and hinder the City's ability to act efficiently on time-sensitive matters.

Allowing public notices to be published online would reduce publication costs for the City and enable real-time posting of notices in a format that is more accessible to the broader public. This flexibility would support more efficient communication and streamline municipal operations by removing delays associated with print publication schedules.

REQUESTED ACTION

Amend Iowa Code Section 362.3 to authorize the electronic publication of required public notices.

4. ECONOMIC DEVELOPMENT

The role of city government in economic development is crucial. Economic activity requires roads, streets, airports, water and sanitation. New jobs necessitate more and better workforce housing as well as quality, affordable childcare. Growing businesses seek quality of life amenities for employees and families, such as parks, recreation, bike trails, art, museums, and libraries. Protection and safety of property and life must be assured. A community must value fair access and be welcoming to all. This can only be accomplished with the strong support of an effective city government in partnership with local private sector and non-profit leaders and state and federal government officials.

a. TAX INCREMENT FINANCING (TIF)

The Iowa Code provides that cities can use TIF for certain public and private economic development purposes once an urban renewal plan is approved and an urban renewal district established. The ability to use TIF to assist private economic development projects in urban renewal districts is an essential ingredient of the City of Dubuque's nationally recognized success, providing financing and incentives for private investment.

The City of Dubuque has prioritized the redevelopment of our urban core; cities need tools like TIF to accomplish this. The Slum and Blight Urban Renewal TIF allows cities across the state to reclaim their urban cores, restore otherwise abandoned historic properties, and create more sustainable communities. TIF is one of the most important economic development tools available to cities.

Since 2010, there have been a total of 91 development projects that have utilized TIF in Dubuque. These projects have received an estimated \$73,200,606 in direct TIF incentives. These projects have leveraged \$836,296,204 in capital investment throughout the greater downtown and Industrial parks and resulted in the retention of 4,204 jobs in Dubuque and the creation of 866 jobs. This does not include many of the jobs added to the downtown employment base where there was no direct TIF agreement with the employer but rather the projects were facilitated by loan pools and other methods benefiting from the Downtown TIF district.

This has all worked because responsible elected officials, who while acting in an entrepreneurial fashion to encourage community growth, have used TIF, the City's only meaningful local economic incentive, in a strategic fashion.

Dubuque has leveraged TIF to achieve consistent, significant job growth and maintain a strong, diversified local economy. Over the years (since around 2001), it has facilitated the purchase and development of over 1,000 acres of land in our industrial parks and Port of Dubuque, the attraction and expansion of 91 businesses, and created or retained 9,456 jobs.

Dubuque has been the recipient of numerous awards from organizations as diverse as the EPA, the Human Rights Campaign, the National Civic League, the International Economic Development Council, Forbes, SmartAsset.com, and the White House for its strong resilient economy, variety of amenities, and inclusivity.

Since TIF is really the only economic development financing tool available to Iowa cities, Dubuque often uses TIF as the local match required when partnering with the Iowa Economic Development Authority. This was certainly the case with over 200 retained and 200 created jobs at Hormel, and more recently

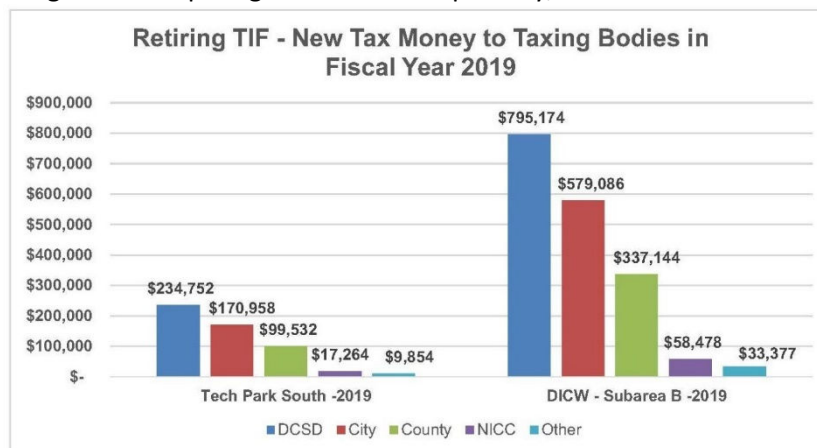
the attraction of 270 high quality jobs at Simmons Pet Food. Without the flexibility this tool provides, Dubuque would not have this kind of success in job creation and retention.

A very important priority of the City of Dubuque, the Historic Millwork District, benefited initially with a \$105 million investment of private and public dollars, rebuilding much of the street network, underground utilities, creating parking and renovating the Caradco Building (Schmid Innovation Center) into 72 apartments, and 35,000 square feet of commercial and retail space. Two additional buildings requiring approximately \$40 million in investment, with 92 additional apartments and tens of thousands of square feet of commercial industrial space were renovated and came online in 2015. In 2021, Dupaco Community Credit Union completed the \$30+ million rehabilitation of a five-story building to house its corporate headquarters. And 2023 saw the completion of another 48 apartments with a private investment of over \$10 million. Ultimately, the entire Historic Millwork District will easily exceed \$200 million in investment leveraging new business creation and much needed workforce housing for Dubuque. This Historic Millwork District slum and blight subarea TIF was established in 2008. Legislative proposals which place restrictions on Slum and Blight Urban Renewal TIF Districts would rapidly dissolve the City's financial investment in this priority project for the City of Dubuque which will require likely decades of investment in order to reach its potential.

The City of Dubuque opposes TIF reform that would prohibit the use of TIF revenue on public buildings, which would stop the creation of parking ramps (vital to the economic viability of downtown businesses) and City efforts to restore the Historic Federal Building, an iconic anchor building in the downtown allowed to go into disrepair by the Federal Government. In addition, the City of Dubuque would oppose the removal of current levy amounts from available funds to support projects. Removing the school levy, for instance, from the available increment essentially cuts the incentive in half.

The City of Dubuque has supported legislation requiring increased transparency, fastidious data collection and antipiracy language for TIF reform, but cannot support reform that limits or sunsets the City's use of slum and blight and economic development TIFs.

Even in these areas, the language should be narrowly crafted so as not to stifle economic and community development activities by cities. No language should be included that could limit or destroy job creation and economic development potential that exists in current TIF laws.



REQUESTED ACTION

Support efforts to maintain Tax Increment Financing as an economic development financing tool. Oppose restrictions on use of TIF for public infrastructure and oppose the “sunsetting” of TIF districts.

b. EMINENT DOMAIN

During 2006, the Legislature approved changes to the Eminent Domain Law. Included in the changes, and of particular concern, is the requirement that seventy-five percent or more of the area included in the urban renewal plan must consist of property in a slum or blighted condition at the time the plan was established in order for the entire project or acquisition plan area to be subject to condemnation by the municipality. We believe that a 51% threshold is more reasonable. Furthermore, the new language provides that the project or acquisition plan area shall only include the adjacent and contiguous parcels necessary for the completion of planned activities for a specific business or housing project. This language would be limiting for downtown development projects that may be larger in scope than just the parcels that meet the definition of slum and blight. Lastly, the burden for the use of eminent domain for airport project is increased by the requirement that the Board of Supervisors must hold a public hearing and pass a resolution unless the airport improvement is FAA-required. This creates additional layers of burden on a municipality.

REQUESTED ACTION

Support efforts to amend sections of the Eminent Domain Law to allow for changes as proposed by the Iowa League of Cities and noted above.

c. STATE HISTORIC TAX CREDITS

The Iowa Historic Preservation Tax Credit was passed in May 2000 to promote investment in our historic resources in communities, codified in Section 404A.4. Rehabilitation of these resources contributes to the economic viability as well as the strength of our communities. The secondary impacts of this historic tax credit on our communities are countless. The program provides a tax credit of 25% of the qualified rehabilitation expenses for qualified projects. Thus, each credit represents an investment in our community of at least four times the amount of the credit. Additional revenues are generated through increased property taxes, income taxes, and sales taxes.

The cap for the program is currently set at \$45 million per year.

Between the beginning of the program in 2000 and now, Dubuque has completed over four dozen projects using the State Historic Tax Credit program. These projects leverage over 3 times the amount of SHTCs invested in the project from other funding sources.

These projects have added well over 3,000 permanent jobs to our economy, not including the construction jobs to complete the large projects. These 3,000 people would equate to a \$120 million annual payroll.

Critical workforce housing needs in the City of Dubuque make state historic tax credits and other financial incentives a top priority as the City works to promote redevelopment and reinvestment in our urban core.

In the 2022 Legislative session, the refundability of the historic tax credit was scaled back so that by 2027, the credit will be only 75% refundable. It ratchets down 5% a year beginning with projects completed in 2023.

REQUESTED ACTION

Join with local governments across the state and private sector partners through membership in Smart Growth Development Coalition to:

- Restore the State Historic Tax Credit to 100% refundable.
- If restoration is not possible, advance and pass SF 653 to maintain 100% refundability for historic tax credits issued before July 1, 2023. This protection honors the State's original commitments, prevents destabilizing project shortfalls, and keeps vital downtown, Main Street, and heritage-based redevelopment projects moving forward as planned.
- Increase staffing levels of State departments that review tax credit applications.
- Increase the State capped dollar amount.

d. QUALITY OF LIFE & COMMUNITY ENHANCEMENTS

Successful quality of life programs needs continued funding, such as Enhance Iowa, REAP, CAT funds, Iowa Great Places, the Iowa Main Street program funds, and tax credits for historic preservation. Having a variety of recreational, historic, cultural, and outdoor amenities in a community attracts and retains families and a solid workforce. The listed programs allow the City and its partners to create those amenities.

REQUESTED ACTION

Protect and enhance economic development tools enabling cities in Iowa to promote economic improvement throughout the state through investment in our recreational and outdoor amenities, cultural offerings, and historic rehabilitation of our unique downtowns.

e. CHILDCARE

In many Iowa communities, childcare has become unaffordable, inaccessible, or nonexistent. As a result, working parents miss work, drop shifts, are less engaged on the job, switch employers, or leave the workforce altogether. Childcare is an essential and under-emphasized tool for our state to develop, grow, and sustain a reliable workforce.

Research consistently shows that increasing workers' access to affordable, high quality childcare options aren't simply a benefit for parents; it improves the economy. Providing access to quality affordable childcare positively impacts the bottom line of Iowa companies and is critical to sustaining a strong workforce and economy.

The City has benefitted from and is grateful for the State of Iowa support through state sponsored child care facility grants and wage support grants for childcare staff.

REQUESTED ACTION

- **Increase CCA eligibility further** — build on the 155% FPL increase and expand entrance income limit to **at least 200–250% FPL**, phased in over several years, to make care affordable for more working families.
- **Lock in and expand funding for workforce supports** — ensure stable, multi-year funding for WAGE\$, TEACH Early Childhood® IOWA, and other wage/education-support programs so providers can count on predictability.
- **Continue raising provider reimbursement to match market-rate costs**, tying CCA payments to up-to-date market surveys to help centers remain financially sustainable.

- **Advance structural tax or policy incentives for child-care businesses** — including fair property-tax treatment, tax credits, and other incentives for employers investing in child care infrastructure and capacity.
- **Strengthen employer-driven child-care solutions** — leverage the new Statewide Child Care Solutions Fund with matching incentives, encouraging employers to invest in local child care capacity and workforce sustainability.
- **Simplify and broaden assistance eligibility and access** — reduce work-hour requirements (e.g., from 32 to 28 hours) and expand eligibility criteria so more working families can benefit.

f. LAND BANK POLICY

In order to return blighted and abandoned properties to productive use quickly, states have passed legislation that streamlines the tax foreclosure process by giving ownership of these tax reverted properties to a nonprofit land bank therefore obtaining them earlier in the tax foreclosure auction process. Further legislative reform in these states has redirected money collected from unpaid and delinquent property taxes toward land banks for purposes of funding the land banks and for the purchase of tax reverted properties. The City of Dubuque in collaboration with its regional partners will explore the formation of a land bank that would purchase tax reverted properties through the tax foreclosure process. The land bank would maintain these properties until purchase by a responsibility buyer, ensuring the properties return to productive use.

REQUESTED ACTION

Support Land Bank legislation and work with State partners to approve redirection of monies collected from unpaid and delinquent property to a regional landbank for funding and for the purchase of additional tax reverted properties.

g. BROWNFIELD REMEDIATION

A brownfield site is a property that has real or perceived contamination which prevents its redevelopment. In order to return brownfield properties to their best and highest use, various remediation strategies can be employed. Depending on the level of contamination and the intended future use of the property, these strategies can be more or less invasive and consequently more or less expensive. Current code language leaves room for interpretation of the required remediation and can cause the cost of property redevelopment to rise to a level that inhibits projects from moving forward. This increased cost affects both the public and private sector as they prepare land for redevelopment. An example is that “tipping fees” at the landfill for contaminated soil can be double the fee for other materials.

Addressing known releases in an affected area may take a variety of forms dependent on the goals for reaching the highest productive use of an affected area, including but not limited to remedies such as: active remediation; passive remediation; restrictive covenants; and DNR approved capping. Contaminant-specific fate and transport, toxicity, and volatility should be evaluated against exposure pathways that exist prior to and after implementation of a remedy when determining remedy efficacy and approval.

REQUESTED ACTION

Amend Chapter 137 to expressly authorize remediation options that reduce redevelopment costs without compromising public health or safety. Specifically, permit the use of engineered “capping” (or other containment) of shallow soils — when that cap is integrated into the redevelopment design (e.g., cap plus cover, paving, landscaping, or slab) — as a recognized remediation strategy for brownfield sites.

5. HUMAN RIGHTS

Human rights in the United States are facing significant challenges that demand urgent attention. Despite longstanding commitments to fair access for all communities, structural issues continue to shape outcomes in education, housing programs, healthcare, and criminal justice, disproportionately affecting underrepresented communities. These failings undermine the dignity and freedoms of millions. Fixing them is essential not only to uphold the principles enshrined in the Constitution but also to ensure that every person can live with safety, opportunity, and respect. Addressing these injustices is not optional, it's a moral imperative for a truly fair and just society. We request your support through the following legislative actions.

a. MANDATORY MINIMUM SENTENCING

Mandatory minimum sentences are punishments ordered by judges with minimum incarceration terms set by the legislature. Mandatory minimum sentencing laws effectively strip judges of their authority to take the circumstances of a crime into account and shift power to prosecutors, allowing prosecutors to use the threat of bringing charges under these mandatory minimum sentences laws to convince defendants to plead guilty in order to receive a reduced sentence. In 2021, Iowa's incarceration rate was 550 individuals per 100,000 population, compared to the federal level of 614. This means that our incarceration rates stand out not only nationally, but internationally as well with the next highest incarceration rate being the United Kingdom at only 144 per 100,000 of the population.

REQUESTED ACTION

Support striking mandatory minimum sentencing provisions, allowing judges to apply sentencing guidelines in a way that takes facts into consideration so that sentences fit the crime.

b. FUNDING FOR YOUTH/YOUNG ADULT INTERNSHIPS

In 2022, nearly half of all civilian jobs required prior work experience. Youth who face employment barriers such as growing up in a low-income household, living with a disability, or having limited English proficiency need access to resources that help them gain essential skills and experience so they can secure employment, support themselves, and work toward their career goals. (Center for American Progress, 2023.) Internships provide experience, training, and build connections that can help youth and young adults achieve professional success. About 12% of youth and young adults in 2021 were neither in school nor working (Annie E. Casey Foundation 2024). More than half of these young people, known as "opportunity youth," were actively seeking positions but were held back by a lack of experience, among other factors. Subsidizing employment programs supports both businesses and young people. Unpaid internships largely go to those who can afford them, with students from high-income households being more likely to participate than students from low-income households. The effect of paid versus unpaid internships disproportionately disadvantages youth and young adults from underserved communities.

REQUESTED ACTION

Support legislation that provides funding specifically targeted towards creating paid internships along with targeted recruitment of applicants of color.

c. SUPPORT FOR WOMEN AND BIPOC (BLACK, INDIGENOUS, PEOPLE OF COLOR) OWNED SMALL BUSINESSES

With only one minority-owned business for every 43 residents, Iowa's ratio is the lowest in the nation (Clark, 2014). Iowa's black population is one of the most underserved small business markets in the nation, representing a mere .8 percent of Iowa's business population compared to 7.1 percent nationally (Armstrong, 2016). Disproportionately, businesses owned by people of color have not had access to the funding provided by certain federal and state programs. People of color who own small businesses are less likely to have strong relationships with their financial institutions, and many immigrants and refugees who own small businesses are less likely to have access to information they need (Thrane, 2020). The largest minority business development program in the state – the Targeted Small Business (TSB) program – has received severely limited promotion since 2012 (Augustine, 2014). Consistent funding for and promotion of the TSB program would make it easier for more minority business owners to access and learn about resources they could use to support their businesses.

REQUESTED ACTION

Support legislation that provides targeted funding for women and BIPOC owned small businesses.

d. DECRIMINALIZATION OR LEGALIZATION OF MARIJUANA USE & POSSESSION

Under both federal law and Iowa state law, recreational use of marijuana is illegal. Iowa has some of the harshest penalties for first-offense marijuana possession in the nation, with possession of any amount of marijuana being a misdemeanor with up to 6 months of incarceration and having a maximum fine of \$1000. These penalties are far more likely to harm people of color. With black people being almost eight times more likely than white people to be arrested for marijuana possession (despite the fact that both use marijuana at roughly equal rates), Iowa is surpassed only by Montana, Kentucky, Illinois, and West Virginia in terms of racial disparities in arrests for marijuana possession (Edwards, et al., 2020).

REQUESTED ACTION

Support legislation that legalizes marijuana or, at a minimum, decriminalizes marijuana use and possession.

e. SUPPORT COURT FINE & FEE REFORM

Court-imposed fines and fees often hinder financial stability for low- to moderate-income individuals and families and create unintended consequences. Several provisions of Iowa law exacerbate these issues:

Eligibility & Affordability Barriers: Iowa Court Rules Chapter 26 requires a minimum of \$300 in court debt before individuals qualify for payment plans or community service alternatives. Payment plans must include monthly payments of at least \$50. Credit for community service is undervalued, with individuals receiving credit at the state's minimum wage rate of \$7.25 per hour, drastically less than the value of a volunteer hour (approximately \$33 as of April 2024) and even lower than the hourly-wage equivalent of someone just barely meeting the federal poverty threshold while working a full-time job (approximately \$7.52 per hour as of December 2025).

Impact on Employment and Mobility: Unpaid court debt can lead to vehicle registration holds and license suspensions, even for non-vehicular offenses. This can result in even more legal problems for individuals who must drive to maintain employment, further eroding their financial stability and

compounding the cycle of poverty and criminalization. Unpaid court debt can also result in garnishments, wage assignments, income tax offsets, and professional licensure suspensions.

Community Service Management: Tracking of community service requirements is often left to individual prosecutors and their offices, resulting in inconsistent reporting requirements and enforcement. A statewide, court-managed community service program would provide a consistent and equitable alternative for individuals seeking to resolve court debt. Centralized oversight by the courts would improve tracking, reduce administrative burdens on local agencies, and help maintain program sustainability. Such a system would also reinforce the rehabilitative intent of community service, offering a meaningful path toward debt resolution without exacerbating financial hardship.

REQUESTED ACTION

- Remove the \$300 threshold for payment plan eligibility.
- Remove the \$300 threshold for community service eligibility.
- Eliminate the \$50 minimum monthly payment requirement.
- Align community service valuation with the current volunteer hour rate.
- Establish and fund a statewide, court-managed community service tracking system.
- End vehicle registration holds and license suspensions for non-vehicular court debt.
- Oppose any effort to further restrict or eliminate ability-to-pay determinations.

6. TRANSPORTATION

a. TRANSPORTATION FUNDING

Dubuque is the regional economic center for the Iowa, Illinois, and Wisconsin tri-state area. With local international companies and businesses such as the John Deere Dubuque Works, Nordstrom Distribution Center, Mc Graw Hill Publishing Company, AY McDonald Manufacturing, Kendall/Hunt Publishing, Simmons Pet Food and Hormel Food Corporation, a 21st century transportation infrastructure system is essential. In order to continue the consistent and strong economic growth and job creation in the tri-state area, critical transportation infrastructure requires increased state and federal funding.

Transportation projects and improvements in Dubuque include:

- Completion of the Southwest Arterial shared-use bike and pedestrian trail
- Design, right-of-way property acquisition and construction of East-West corridor capacity improvements
- Safety improvements and enhancements of the twelve (12) existing at-grade railroad crossings in Downtown Dubuque
- Intersection capacity and safety improvements at the Northwest Arterial and Highway 20 intersection

REQUESTED ACTION

In order to increase transportation revenue for these and other important transportation projects the City requests support of the Iowa Department of Transportation Commission to maintain its current programmed funding and increased opportunities for funding to ensure implementation of priority transportation projects.

b. RAILROAD SAFETY AND DELAYS

Downtown railroad tracks cleave the community, separating poorer neighborhoods from employment and recreational opportunities. Already, 8-10 trains park in downtown Dubuque for 20-30 minutes each as they pass through the community, causing traffic to and from the Kerper Boulevard Industrial Park and Chaplain Schmitt Island to be delayed for long periods of time. Cumulative Railroad crossing delays of up to 90 minutes daily (including during peak times) impair the efficient movement of people and goods and impose additional costs on businesses. This transportation barrier will grow larger with the merger of the Canadian Pacific and Kansas City Southern railroads, as train traffic will nearly double to 18 trains per day that are forecasted to pass through Dubuque by 2027. The additional train traffic will cripple the downtown traffic network, causing significant delays and safety related concerns in response times for first responders.

REQUESTED ACTION

The City would like to thank the Iowa Department of Transportation Commission in support of the City's application and award of the \$25M RAISE Capital grant to construct a vehicular and pedestrian grade separated railroad overpass at 14th Street. The City also requests the support of the Iowa DOT Commission for at-grade railroad crossing safety improvement funding. The City also requests the Iowa DOT Commission consideration of including in their 5-year program, funding for intersection capacity and safety improvements enhancements at the Northwest Arterial and Highway 20 intersection

c. IOWA'S ROAD USE TAX FUND (RUTF)

According to Iowa Code, road use tax funds (RUTF) are studied every five years in order to identify alternative revenue options that could support and enhance the fund as traditional transportation modes evolve and older funding streams diminish.

Local governments recognize that local transportation systems carry great importance not only for public safety and quality of life, but also for mobility, commerce, community vitality and economic development. The transportation system is in demand 24 hours a day, regardless of its road and bridge conditions or other factors. When existing funding sources are inadequate to address failing or deteriorating infrastructure needs, local governments are faced with aging and limited infrastructure as well as safety concerns.

While the State of Iowa's gas tax increase in 2015 increased current and near-future Road Use Tax Fund revenues, consideration needs to be given to future road funding needs and mechanisms as Iowa's drivers purchase fewer gallons of conventional vehicle fuels.

REQUESTED ACTION

Investigate alternative funding mechanisms to increase funding for Iowa's transportation infrastructure. Study to include possible additional revenues from agricultural, energy, and other sectors that have heavy traffic and load impacts on Iowa's transportation systems.

d. PASSENGER RAIL

Through the Envision 2010 process, the Citizens of Dubuque have established a Passenger Rail Committee to support and promote the return of passenger rail service from Chicago to Dubuque.

There is a Memorandum of Understanding with the State of Illinois to implement passenger rail service between Chicago and Dubuque. Currently funding provides for connection from Chicago to Rockford, Illinois. The City has been successful in partnership with DMATS and the local Ride the Rail citizen group in securing funding for the feasibility study of passenger rail return from Rockford to Dubuque.

REQUESTED ACTION

Continue to support the return of passenger rail from Chicago to Dubuque, with local and regional partners.

7. HOUSING

a. SMART GROWTH WORKFORCE HOUSING GRANT PROGRAM

Creation of the *Smart Growth Workforce Housing grant program under the discretionary policy of the Iowa Finance Authority* provides greater opportunity for the City of Dubuque and its partners to stabilize the community and will prioritize environmentally sustainable development and will promote economic development. This grant program was established in the 2010 legislative session. The program, however, lacks funding.

Definition

Smart Growth practices are settlement patterns that avert urban sprawl by encouraging more compact development, greater transit use, and enhanced environmental protection. *Workforce housing* is normally defined as housing affordable to households earning between 80 percent and 120 percent area median income (AMI). *Affordable*, in the housing industry, means a household pays no more than 30 percent of its annual income on housing. Smart Growth Workforce housing is the combination of these concepts – the development of sustainable, transit-oriented housing that is affordable for our workforce.

What *can* our workforce households afford to pay for housing? “The National Housing Act of 1937” created the public housing program... [wherein] a tenant’s income could not exceed five to six times the rent; and by 1940 income limits gave way to the maximum rent standard in which rent could not exceed *20 percent of income* – in practice, the same as the predecessor income limit standard. Over the decades, that percentage has risen, so that by 1981 the threshold was set at *30 percent of income*. Households that spend over 30 percent of income on housing are considered cost burdened. *Why the increase? Was it truly deemed a more appropriate benchmark?* Or was it simply in response to an increase in housing costs and the government’s inability to subsidize housing for an ever-growing number of struggling households?

Over the past decade, rising housing costs have outpaced the average salary across the United States – in some areas by two- to five-fold. Many workers in urban areas have dealt with this discrepancy by living far from their downtown jobs or by living in housing they can’t afford. Unfortunately, the former solution is offset by an increase in transportation costs. And what is the price we pay for the latter solution? “Families who pay more than 30 percent of their income for housing are considered cost burdened and may have difficulty affording necessities such as food, clothing, transportation and medical care.” In fact, a full 37% of homeowners and 50% of renters today are cost burdened.

Fortunately, housing costs in smaller urban and rural areas are often within closer reach for workforce households. However, in areas where vacancy rates are low – calling for the production of new units – development of quality housing is financially impossible, as operational income on the properties is not enough to cover interest payments on the project mortgage. *Low local rent levels, although beneficial for tenants, preclude developers from creating new units*, despite a community’s housing shortage. For this reason, *many developers have turned to the LIHTC program to make their projects financially feasible, whether or not this fulfills the community’s particular housing demand*.

Meanwhile, the recent economic downturn and housing market woes have combined to create a new class of workers, forced into the rental market because they do not qualify for a mortgage. Displaced workers with homes that won’t sell, families who’ve had their homes foreclosed, young professionals with student loans, and households that might otherwise be able to afford mortgage payments if only

they could come up with the higher requisite down payment demanded in a tight lending climate – all of these are moving into the rental market. This creates a rather sudden increase in the demand for rental residential units for households that are neither wealthy, nor are they eligible for low-income housing.

The creation of affordable housing options for our workforce allows communities to attract and retain quality employers. If the only housing that developers can afford to produce is intended for low-income or wealthy households, we should not be surprised to see such a disparity in our communities' income levels. To have a healthy mix of incomes, we must have housing options available for all income levels.

REQUESTED ACTION

- Fund the Iowa Finance Authority Smart Growth Workforce Housing grant program.
- Allow access to funds from the National Housing Trust Fund for the rehabilitation of dilapidated and long-vacant properties, despite having a prior residential use.

b. WORKFORCE HOUSING TAX CREDITS

The "sun-setting" of the Iowa Economic Development Authority's Enterprise Zone program in 2014 resulted in the creation of two new tax credit opportunities under the High-Quality Jobs Program: one for economic development and the second for workforce housing. The City of Dubuque supported this policy decision in the 2014 legislative session; however, some refinement of the workforce housing tax credit program was necessary in order to meet the demand identified by the State of Iowa. The City of Dubuque appreciates the Legislature's leadership in separating the Workforce Housing Tax Credit program from the broader economic-development tax-credit cap. This change appropriately recognizes workforce housing as a statewide housing necessity, not a business-development incentive

REQUESTED ACTION

- Increase the Workforce Housing Tax Credit program's annual allocation to better match demand and allow communities to accelerate housing supply for workers, employers, and local economies.
- Update per-unit cost caps and eligible expense definitions so the program can support projects despite rising construction, labor, and financing costs.
- Continue improving application review timelines to help projects proceed more quickly and reduce financing costs driven by delays.
- Provide additional flexibility for adaptive reuse, rehabilitation, and infill projects, which often face higher upfront costs but add density and revitalize existing neighborhoods.

8. TECHNOLOGY & INNOVATION

a. BROADBAND INFRASTRUCTURE

Dubuque supports state efforts to expand broadband in the state. Like water, sewer, energy and roads, affordable, available and accessible broadband 100/20 (defined as 100Mb download and 20 Mb upload) service with capacity to support 1 Gigabit (1000/1000) symmetrical service or greater is necessary to support the quality of life of our families and the competitiveness of our businesses. State policy should support and incent public/private collaborations to accelerate broadband access and services. State policy should support innovations in new technologies and flexibility in existing systems like the Iowa Communication Network (ICN). State policy should fund innovative approaches by local communities to bring broadband speed and services to under-served and hard to serve populations. State policy should not hamper local municipalities from directly addressing the issue and providing service to citizens where appropriate. Also, while we support the concept of improved efficiency and transparency in the regulatory process to encourage private broadband investment, we ask that care be taken with State policy to assure there is sufficient flexibility for local government to be able to respond to local complexities and needs with permitting, licensing, and regulatory decisions. Preservation of the use of the public right of way for utilities provides benefits to all right of way users. Reasonable regulations that provide for efficient use of sometimes very limited public right-of-way space is a wise investment that pay dividends in the future to all taxpayers. When the first utility into a location inefficiently installs their utilities, it drives up future installation costs for utilities that follow behind. The additional incurred costs by the following utilities are then passed on to rate payers. Individual residents and commercial property owners can also incur additional costs installing private service laterals when utility conflicts exist in front of their private property. Lastly, if the State chooses to "target" its broadband efforts, those targets should not be based on artificial distinctions of "urban versus rural" or "small versus large", and "served versus unserved" mapping that heavily relies on advertised speeds but rather on key consideration of available, affordable, and accessible broadband access in a specific location versus larger community-wide areas. A Broadband issue in our community is the consequence of existing broadband infrastructure that is deficient relative to both the last mile and middle mile transport facilities used in underserved populations. The current infrastructure is out-of-sync with both the greater population densities and the collective broadband needs of the residents and businesses within areas of the community.

REQUESTED ACTION

- Continue to support policy and funding for expansion and universal access to broadband in the State of Iowa with emphasis on support for wireline (fiber) technologies supporting middle and last mile solutions. We continue to support Home Rule around location and policy regarding broadband resources.
- Redefine "rural" and create an equitable formula for the distribution of broadband grant funding and other broadband funds throughout the state of Iowa.
- Update broadband availability maps with data reflecting address-based test data from neutral non-vendor sources versus FCC Form 477 carrier reported maximum advertised "available" internet speeds removing barriers for challenging the accuracy of the maps.
- Foundational digital skills are now necessary for every occupation in the US, yet roughly one-third of unemployed individuals in the US lack these foundational skills and cannot compete for 75.2% of the current job openings. It is vital to invest in new digital literacy upskilling grants to expand access to high-quality digital skills instruction that meets industry and workforce needs.

9. EMERGENCY MANAGEMENT & HOMELAND SECURITY

a. FLOOD MITIGATION PROGRAM

Federal Emergency Management Administration has asserted that for every one dollar expended in disaster mitigation programs/projects, taxpayers save four dollars in recovery costs. The newly established State Flood Mitigation program is designed to leverage local and federal dollars with state financial assistance and is funded up to \$600 million over the next twenty years. This amount will most likely be insufficient in addressing the flood mitigation infrastructure demands of Iowa cities.

REQUESTED ACTION

We urge legislators to continue to appropriate funds annually to the flood mitigation account in order to support local governments faced with high costs of these public infrastructure flood mitigation programs in order to protect the lives and property of Iowa citizens.

b. EMERGENCY COMMUNICATIONS & EMERGENCY OPERATIONS CENTER

Dubuque County has experienced eleven presidential disaster declarations since 1999. Increased frequency and impacts of disasters on the City of Dubuque has created the need for expanded facilities. The City of Dubuque and Dubuque County partnered to create a combined E911 Center which offers expanded space and best possible working environment. Regionalization of the E911 Center could provide multiple counties emergency call service with greater efficiency and at a lower cost. Support for regionalization consolidation of E911 centers will provide maximum assistance for Iowa citizens with increased cost efficiency and savings.

The next phase of the City and County of Dubuque partnership is to combine the emergency call center **with the emergency operations center** to provide maximum efficiency in the delivery of emergency services. Combining emergency operations and communications will deliver services more effectively and efficiency for the citizens of Dubuque and Dubuque County.

The State of Iowa has partnered with many larger city and county government to assist in funding combined emergency communications centers and emergency operations centers. Although some local funding has been allocated from the City and County to relocate the E911 Center, there will still be a need for additional funds to co-locate the Emergency Operations Center with the E911 Center.

In 2024 the HSEMD incurred more E911 expenses than revenues. The department was not able to go to the legislature to increase the E911 surcharge and instead are currently billing local county E911 boards to make up the difference. As a result, the state is incurring costs for E911 services that are being passed on to local governments E911 boards resulting in deficits for local county E911 boards.

REQUESTED ACTION

- Work with area legislators to explore opportunities for partnership and funding for a combined Emergency Communications and Emergency Operations Center. Specifically in support of legislation authorizing a county EMA levy to cover combined capital and operating costs for combined emergency operations and communication centers.
- Support increasing 911 Surcharge funding percentage to get the 911 Funds back into the local's hands to assist local 911 Service Boards to maintain 911 systems and support paying for the State HSEMD for state department expenses.

10. PUBLIC SAFETY

a. END THE ILEA MORATORIUM ON CHANGES

Currently the Iowa Law Enforcement Academy has a moratorium on changes due to a Governor's Executive Order. By having a moratorium, the ILEA leadership is hampered on making changes that best suit the needs of all agencies within the State of Iowa. For example: training is conducted at the most basic level to accommodate those agencies who do not have or have very limited field training programs. This does not take into account agencies that use ILEA certified instructors and certified field training officers to conduct robust field training programs, essentially re-creating the training given at ILEA.

REQUESTED ACTION

Allow ILEA to conduct administrative changes as needed (Governor's Executive Order prohibits), to allow for different academy options as needed. Identifying that not all agencies have the same training requirements.

b. FIREARMS & VIOLENT CRIME

On January 24, 2017, Dubuque Chief of Police Mark Dalsing and Davenport Chief Paul Sikorski, along with the County Attorneys from Polk and Blackhawk Counties, and the Mayor of Des Moines, testified before the Iowa Senate Judiciary Committee to request the State take a harder look at firearms and violent crime issues across the state.

REQUESTED ACTION

- Requirements for high, cash-only bonds for crimes involving firearms or violent crime.
- Review of existing codes to determine if penalties are sufficient (as compared to federal penalties).
- Exploration of new codes to address additional unauthorized persons possessing firearms (as compared to federal codes).
- Exploration of limitations on plea bargains for cases involving firearms or violent crime.
- Review of sentencing guidelines for gun crimes, including mandatory minimums.
- Analytical research into the individuals involved in gun crime and violent crime for commonalities and cause and effect variables so effective treatment can take place.

c. MENTAL HEALTH/EMT TEAMS TO SUPPORT POLICE & COMMUNITY SAFETY

State leadership and funding is required to establish and support alternative teams of local community service providers to work with local police professionals to address public safety. Police professionals are called upon more frequently to serve as first responders, mediator, mental health counselor, and social worker.

REQUESTED ACTION

Create a state task force to study replicable models that could address the need for support teams for local police. Identify funding sources for mental health professionals, medical professionals and social workers who would staff this expansion of community service to residents.

d. HATE CRIME STATUTE

According to FBI Hate Crime Statistics, hate crimes against people based on gender identity are on the rise. The 2019 data indicates that 2.7% of reported hate crimes were committed against people based on gender identity. This compares to 2.2% of reported hate crimes in 2018, 1.6% in 2017, 2.0% in 2016, 1.7% in 2015, 1.8% in 2014, and .5% in 2013 (the first year that hate crimes based on gender identity were reported). Note that not all jurisdictions report hate crime statistics to the FBI and jurisdictions like Iowa would report zero based on gender identity because state law omits gender identity from the hate crime statute.

As of September 2021, 22 states plus the District of Columbia and two territories have hate crime laws that include gender identity. Iowa is one of 11 states whose hate crime law includes sexual orientation but does not include gender identity.

http://www.lgbtmap.org/equality-maps/hate_crime_laws.

A 2016 murder in Burlington garnered national attention when local law enforcement officials could not charge the homicide as a hate crime based on the lack of including of gender identity in the statute.

<https://www.nytimes.com/2017/10/26/us/transgender-iowa-murder-trial-kedarie-johnson.html>.

In addition, we continue to hear concerns from community members of color that they find themselves in situations where someone is trying to instigate a fight using racial slurs. When the situation in fact escalates to a fight, both parties are typically charged with disorderly conduct. Enhancing the disorderly conduct penalty for a person who uses slurs or other indicia of bias to select their victim and instigate a fight may deter the use of these “fighting words” which are tantamount to a breach of the peace and enhance community safety and security for community members of color.

The American Psychological Association, which takes a public health approach to violence prevention, notes that dehumanization of unfamiliar groups and targeted aggression that is behind hate violence can result in more dramatic psychological effects on victims as compared to crimes that are not motivated by bias. In addition, hate crimes tend to decrease feelings of safety and security in the community for members who share the victim’s group status.

<http://www.apa.org/advocacy/interpersonal-violence/hate-crimes.aspx>

REQUESTED ACTION

Amend hate crimes statute to include gender identity and to add disorderly conduct Iowa Code 723.4 as a crime subject to penalty enhancement.

e. FULL FUNDING FOR JUDICIAL BRANCH SERVICES

Public safety and basic tenet of judicial process depends upon a robust fully funded judiciary which provides for its citizen clients: access, timely processing, staffing and services. Critical funding must be provided for all judicial services including juvenile court offices and services, drug court, and judicial access.

REQUESTED ACTION

Support legislation which provides full funding for the requested budget of the State of Iowa’s judicial branch. To do otherwise jeopardizes work being done with youth and is a compromise to public safety.

f. REVIEW OF THE MFPRSI PENSION.

In recent years the State of Iowa has allowed for modifications to the IPERS law enforcement pension. Particularly carving out an “early out” option for Sheriff’s and Deputies. This request is for the legislative branch to include MFPRSI in pension talks when other pensions are being adjusted.

REQUESTED ACTION

Review recent changes to the IPERS and State Patrol pensions that make their pensions more lucrative. Such as the option of early retirement (with penalty).

g. SNOW REMOVAL OPERATOR ADDITION TO IOWA CODE 321.267A.

For years, emergency responders and law enforcement officers involved in accidents in the line of duty have had the benefit of Iowa Code Section 321.267A. Upon completion of the proper DOT form by the employee’s supervisor, the work-related accident did not count against their driving record.

REQUESTED ACTION

Our ask is that this benefit be extended to government employees operating snow-removal equipment in anticipation of, or in response to, winter precipitation events. These workers are out in the most stressful and worst conditions and deserve this protection as they ensure police and ambulance drivers can respond to emergencies and the public can safely travel.

h. REVIEW OF LAW ENFORCEMENT HIRING PROCESSES (CIVIL SERVICE & CODE REQUIREMENTS)

Current hiring practices for law enforcement in Iowa require a Civil Service test. The test is a basic skills test and is governed by Civil Service Commissions with guidance from State Code Chapter 400. The testing is set by the state and has not been updated in a very long time. Additionally, if asked, there is no context or background as to why a civil service list needs to be established for hiring. The current civil service law hinders “real time” hiring practices and hinders ongoing hiring practices. Additionally, hiring practices such as very restrictive eye sight requirements, is antiquated and needs to be evaluated for modern eye care standards.

REQUESTED ACTION

Review legislative restrictions allowing for more options for training of new officers to receive certification. Current practice hinders “real time” hiring due to limited academies.

11. LIBRARY SERVICES

a. ENRICH IOWA

Enrich Iowa is a state aid program for Iowa's libraries. Until recently, Iowa was one of eight states without direct state aid to libraries. Current state funding is at \$1 million statewide versus the recommended \$3 million for full funding. If Enrich Iowa were fully funded, the Carnegie-Stout Public Library could realize a significant increase annually in state aid.

REQUESTED ACTION

Support efforts to increase funding for the Enrich Iowa program.

b. HOMETOWN GOVERNANCE FOR PUBLIC LIBRARIES

Local autonomy of Iowa's libraries is a long-held value of the State. Most of Iowa's public library boards have the type of authority referred to as "administrative authority." This authority is granted to public libraries in Iowa by virtue of two documents, namely the Code of Iowa Chapter 392.5 and the local library ordinance.

REQUESTED ACTION

Preserve hometown governance of Iowa's public by maintaining support for the autonomy of public library boards to create and adopt appropriate local policies.

c. ENSURE ACCESS FOR ALL

Providing all information resources directly or indirectly by the library, in a variety of needful formats or methods, to all library users is a foundation tenet of librarianship. Access to all creates and informed citizenry and directly benefits the quality of life for all in the state.

REQUESTED ACTION

Support broadband development funding and program initiatives to digital inclusion, access, and affordability.

12. HUMAN RESOURCES

a. MUNICIPAL FIRE & POLICE RETIREMENT SYSTEM OF IOWA

Police and firefighter pensions are funded through the Municipal Fire & Police Retirement System of Iowa (MFPRSI). Employees contribute a fixed 9.4 percent of their salary, while their employers contribute at a variable rate, with a statutory minimum of 17 percent.

The city contribution rate is set by the nine-member MFPRSI board to meet actuarial requirements. The board includes four members representing police and firefighters, four members representing cities, and one private citizen – all serving four-year terms.

The employer contribution rate was 17 percent from fiscal years 1997 through 2003. As a result of market crashes after the September 11, 2001, attacks, it was gradually raised to 28.21 percent in Fiscal Year 2006 before again dropping to the statutory minimum in Fiscal Year 2010. Since then, it increased to 19.90 percent in Fiscal Year 2011, 24.76 in Fiscal Year 2012, 26.12 percent in Fiscal Year 2013, 30.12 percent in Fiscal Year 2014, 30.41 percent in Fiscal Year 2015, 27.77 percent in Fiscal Year 2016, 25.92 percent in Fiscal year 2017, 25.68 percent in Fiscal Year 2018, 26.02 percent in Fiscal Year 2019 and 24.41 percent in Fiscal Year 2020.

The problem with MFPRSI is largely about the variability of the contribution rate. Cities' IPERS contribution rates since 1994 have never been below 5.75 percent and never been above the current 9.44 percent – a difference of 64 percent. With MFPRSI during the same period, however, the difference between the statutory minimum and the maximum (30.41 percent in Fiscal Year 2015) is almost 79 percent.

Another small but contributing factor is the state's decision to phase out payments to MFPRSI. At one time, the state contributed 3.79 percent of payroll to the system – an amount that would be more than \$9 million now. Then the contribution level became a flat \$2.7 million – and it's dwindled since then. The state used to contribute \$1.5 million a year and now they contribute zero.

In a larger context, the public-safety-pension issues relates to local control. Cities cannot bargain with police and firefighter unions on pensions, yet they have to fund them at state-mandated levels.

REQUESTED ACTION

The State of Iowa shall fund their obligated percentage for their share (3.79%). If the State elects not to fund their obligated percentage, consideration must be given to parity among the sister systems (IPERS and State Patrol System) and any residual impacts on failure of the state to fund their share which may include changing legislation to lift the cap for employee contribution and reducing enhanced benefits for new employees into the MFPRSI system, which will result in non-parity.

b. 411 SUBROGATION

Currently in Chapter 411, cities are not allowed to seek reimbursement from Third Parties for costs incurred for Police and Fire injury and illness claims. As such, a Police or Fire employee may collect against the City for an injury or illness claim and collect a second time for the same incident against a Third Party. If the employee is successful in getting payment from the Third Party, the City is currently not able to obtain reimbursement (subrogate) from the Third-Party payment.

REQUESTED ACTION

Amend Chapter 411 to allow cities to seek reimbursement from third parties for costs incurred for Police and Fire injury and illness claims.

c. CONTINUATION OF GROUP INSURANCE

Iowa Code Section 509A.13 states:

“If a governing body, a County Board of Supervisors, or a City Council has procured for its employees accident, health, or hospitalization insurance, or a medical service plan, or has contracted with a Health Maintenance Organization authorized to do business in the state, the governing body, County Board of Supervisors or City Council shall allow its employees who retired before obtaining sixty-five years of age to continue participation in the group plan or under the group contract at the employee’s own expense until the employee obtains sixty-five years of age.”

The Governmental Accounting Standards Board (GASB) has issued an Accounting Standard Statement 75, related to other post-employment benefits. This statement requires public employers sponsoring and subsidizing retiree health care benefit plans to recognize the cost of such benefits on an accrual basis. This post employment benefit is provided in the form of an implicit rate subsidy where pre-age 65 retirees receive health insurance coverage by paying a combined retiree/active rate for the self-insured medical and prescription drug plan. This creates a liability that must be reflected on the year-end financial statements. We are not required to fund this obligation; however, the total obligation appears in our Comprehensive Annual Financial Report.

REQUESTED ACTION

Repeal Iowa Code 509A.13, Continuation of Group Insurance and address consequences of SF383 as provided for below

d. SF 383 – PBM REFORM AND ITS IMPACT ON COSTS

We appreciate the intent behind SF 383, passed during the 2025 legislative season, and share the goal of supporting Iowa’s independent and rural pharmacies. However, as currently implemented, this law is among the most restrictive PBM reform measures in the country, and it is producing significant unintended consequences for taxpayers, employers, and employees. Iowa’s law limits employer flexibility more than states like Minnesota or Wisconsin, which allow cost-saving measures while still supporting rural pharmacies.

Key Concerns

- **Cost Impact:** SF 383 will increase costs to the state employee health plan by \$7.8 million annually and add approximately \$340 million in costs to private-sector health plans statewide, raising costs by about \$169 per insured Iowan per year.
- **Local Impact:** For the City of Dubuque, these changes are projected to add \$400,000 to our health plan expenses in 2026.
- **Broad Restrictions:** The law prohibits cost-saving tools, mandates a \$10.68 dispensing fee per prescription, and restricts employers from guiding employees toward lower-cost options. These provisions significantly limit flexibility in plan design and increase costs for working families.

Iowa Association of Business and Industries' Position

As the Iowa Association of Business and Industry (ABI) stated:

"ABI members and Iowa businesses support policies that improve access to care. But this legislation simply shifts hundreds of millions of dollars in new costs to employers and working families." ABI and other business leaders have urged lawmakers to consider a more targeted approach that supports small, independent pharmacies without imposing massive cost increases on Iowans.

Additional Risks

- **ERISA Preemption:** SF 383 imposes mandates on employer-sponsored health plans that may conflict with federal ERISA standards, creating litigation risk and compliance uncertainty.
- **Pending Lawsuits:** Similar PBM laws in other states have faced legal challenges, resulting in costly litigation and delayed implementation. Iowa could face similar challenges if the law remains unchanged.

REQUESTED ACTION

We respectfully ask the Iowa Legislature to revisit SF 383 and consider amendments that:

- Maintain support for rural and independent pharmacies.
- Reduce unnecessary cost burdens on taxpayers and employers.
- Align Iowa's PBM regulations with federal standards to avoid ERISA conflicts and litigation risks.

13. IOWA CODE CHANGES

a. MOBILE HOME COMMUNITY PROTECTIONS

Legislation on mobile homes and mobile home communities was adopted at a time when mobile homes were truly mobile. Today, mobile homes are more stationary than they have been historically. Iowa laws have not been updated to reflect this important and highly consequential change.

Mobile home communities can be a viable choice for families in need of affordable housing. Iowa lacks affordable housing and must create affordable housing opportunities across the state. Therefore, review and reform of current law is vital. Specific recommendations include basic fairness considerations such as justification and notice requirements for lot rent increases and good cause for refusal to continue a lease, with clarification that legitimate business reasons can satisfy these requirements.

Today, some companies are using current law to their financial benefit and to the detriment of mobile home community residents. These predatory practices are putting vulnerable citizens in financially precarious situations and sometimes in financial jeopardy.

In addition, it is important that the Attorney General Consumer Protection Division have the ability to enforce against predatory practices.

REQUESTED ACTION

Advancing the goal of affordable housing for all Iowans requires a comprehensive review and reform of the State code related to mobile home community protections is necessary to protect Iowa citizens.

b. AUTHORITY TO PETITION FOR TITLE TO ABANDONED LOTS

A gap has been identified in Iowa Code, Chapter 657A; while cities can petition for title to abandoned residential, commercial, and industrial properties with buildings, cities have no authority under 657A.10B to petition for title to abandoned lots. Abandoned lots can be time consuming and expensive for cities to maintain.

REQUESTED ACTION

Include abandoned lots in Iowa Code, Chapter 657A and allow cities to petition for title to abandoned lots as well as abandoned residential, commercial, and industrial properties with buildings.

c. UNDERAGE & BINGE DRINKING

Current legislation provides for a penalty to be placed upon the establishment that serves minors. However, only a simple misdemeanor penalty is placed upon the underage person attempting to purchase alcoholic beverages. This does not discourage this problem, which is particularly prevalent in college-age students. In an effort to combat underage consumption and “Binge Drinking” by our college age population, we would ask legislative consideration to increase the simple misdemeanor penalty found in Iowa Code Chapter 321.216 and 123.50 to a higher penalty.

REQUESTED ACTION

Pass legislation to increase the simple misdemeanor penalty found in Iowa Code Chapter 321.216 and 123.50 to a higher penalty.

d. “GOOD MORAL CHARACTER” LANGUAGE

One of the criteria for the issuance of a State of Iowa liquor license is determined by “Person of Good Moral Character” as defined in State of Iowa Code 123.3 (26)(d). The State fails to consider the local municipality’s interpretation of “Person of Good Moral Character” prior to issuing a liquor license.

REQUESTED ACTION

Urge legislators to eliminate “good moral character” language and replace it with objective standards.

e. ADULT ENTERTAINMENT

The City supports efforts by city attorneys to create legislation that would allow the city to regulate adult entertainment. Draft legislation would provide that cities and counties would regulate establishments that offer, allow or permit nude or semi-nude dancing.

REQUESTED ACTION

Support legislation drafted by city attorneys of Iowa giving the City authority to regulate adult entertainment establishments.

f. CLOSED SESSION RECORDS

State of Iowa Code 21.5(5)(b)(1) requires governmental bodies to seal the detailed minutes and audio recordings of closed sessions. By requiring that these records be sealed, the statute mandates that these records be preserved in hard copy form. Allowing governmental bodies to maintain these records electronically would be more efficient and cost-effective. With advancements in modern technology, there are numerous secure methods to restrict access to electronic records, ensuring their confidentiality and integrity while streamlining the storage process and reducing physical storage needs.

REQUESTED ACTION

Amend State of Iowa Code 21.5(5)(b)(1) to allow closed session minutes and audio recordings to be exclusively maintained in electronic format.

g. SIDEWALK LIABILITY

Amend Iowa Code 364.12 to address the recent court decision on sidewalk liability.

REQUESTED ACTION

The abutting property owner must maintain the area from the back of the curb to the right of way line and must keep such area in a safe condition free from defects, debris, nuisances, obstructions or any other hazard. The abutting property owner is liable for damages caused by failure to maintain such area. Notwithstanding the obligations imposed hereunder, the property owner may not remove diseased trees or dead wood or plant, trim, remove or treat any tree or plant material on public right of way without first obtaining a permit from the city forester.

h. CONFIDENTIAL RECORDS

Public records shall be kept confidential unless otherwise ordered by a court, by the lawful custodian of the records, or by another person duly authorized to release such information:

- a. A crisis intervention report generated by a law enforcement agency regarding a person experiencing a mental health crisis, substance-related disorder crisis, or housing crisis, when the report is generated for the specific purpose of providing crisis intervention information to assist peace officers under any of the following circumstances:
 - (1) De-escalating conflicts.
 - (2) Referring a person experiencing a mental health crisis, substance-related disorder crisis, or housing crisis to a mental health treatment provider, substance-related disorder treatment provider, homeless service provider, or any other appropriate service provider.
- b. A crisis intervention report generated for the purposes of this subsection shall be made available to the person who is the subject of the report upon the request of the person who is the subject of the report, and may be provided to a mental health treatment provider, substance-related disorder treatment provider, homeless service provider, or any other appropriate service provider in connection with a referral for services.
- c. Crisis intervention reports generated for the purposes of this subsection are not peace officers' investigative reports under subsection 5.
- d. Notwithstanding other provisions of this subsection, the date, time, specific location, and immediate facts and circumstances surrounding a crime or incident shall not be kept confidential under this subsection, except where disclosure would pose a clear and present danger to the safety of the person subject to the crisis intervention report or the safety of others.
- e. For the purposes of this subsection:
 - (1) "Crisis intervention report" or "report" means a report generated by a law enforcement agency to record the following information relevant to assess the nature of a crisis:
 - (a) Any biological or chemical causes of the crisis.
 - (b) Any observed demeanors and behaviors of the person experiencing the crisis.
 - (c) Persons notified in relation to the crisis.
 - (d) Whether suicide or injuries occurred in relation to the crisis and the extent of those injuries.
 - (e) Whether weapons were involved in the crisis and a description of the weapon.
 - (f) The disposition of the crisis intervention and any crime committed.
 - (2) "Housing crisis" means a situation where a person is experiencing homelessness, a lack of adequate or safe housing, or is in imminent danger of homelessness or lack of adequate or safe housing.

REQUESTED ACTION

Adopt language to amend Section 22.7 to reflect the above content.

14. PLANNING & ZONING

a. EXPAND CITIES' EXTRATERRITORIAL JURISDICTION

Cities have extraterritorial jurisdiction (ETJ) for up to two miles from their corporate limits for subdivision review and approval only if the County has zoning for the rural areas. Extending the cities' ETJ to include review and approval of zoning changes would facilitate planned and managed growth. Legislation should provide incentives for governments to voluntarily plan together and identify recommended land use impact to be considered during the planning process. Support legislation that expands land management practices such as ETJ of cities to include review and approval of zoning changes.

REQUESTED ACTION

Support legislation enabling cooperative planning and effective land management practices.

b. SMART PLANNING PRINCIPLES

State agencies, local governments, and other public entities shall consider and may apply the following principles during deliberation of all appropriate planning, zoning, development, and resource management decisions.

REQUESTED ACTION

Support comprehensive planning and the Smart Planning Principles outlined in Iowa Code, including funding incentives for communities to adopt them, and oppose any legislation to remove or weaken the practice of sound planning in Iowa's communities.

c. LIVABLE COMMUNITIES

A livable community is one that is safe and secure, has affordable and appropriate housing and transportation options, and offers supportive community features and services.

REQUESTED ACTION

- Supports state policies that seek to improve quality of life by promoting development of safe, accessible, and vibrant environments. Policies should address neighborhood redevelopment, sustainable land use, mixed use developments, multigenerational and affordable housing, multi-modal transportation, and efforts to help residents age in place.
- Support legislation to enable land development trusts and similar community-based programs to address blight and disinvestment.
- Support legislation that promotes a culture of equity and inclusion that helps to transform Iowa into a place that honors our diversity as a strength.
- Supports increased investment in affordable housing programs, including the State Housing Trust Fund, Workforce Housing Tax Credits, and other programs that provide quality housing for low- and moderate-income families, reduce barriers to homeownership, and support the modification of homes to help people age in place.
- Support funding to help local communities plan for their housing needs.

d. HISTORIC SITE PRESERVATION GRANT PROGRAM (HSPG)

The State of Iowa needs to restore funding to the Historic Site Preservation Grant Program (HSPG). This program was the only “brick & mortar” fund to encourage cultural growth and development throughout the state of Iowa. The Historic Site Preservation Grant provided funds to acquire, repair, rehabilitate, and develop historic sites that preserve, interpret, or promote Iowa’s cultural heritage. Projects funded by this program had to promote an understanding of the record of human experience within Iowa.

All HSPG projects were limited to work on “vertical infrastructure,” which is defined in Iowa Code Chapter 8.57 as “land acquisition for construction, major rehabilitation of buildings, all appurtenant structures, utilities, and site developments.”

The maximum allowable grant request was \$100,000. The minimum allowable grant request was \$40,000. Projects required dollar-for-dollar cash match.

REQUESTED ACTION

Restore State funding for the Historic Site Preservation Grant Program (HSPG).

e. PROPERTY OWNERS ON HISTORIC PRESERVATION COMMISSIONS

Section 303.34 of the Iowa Code requires that “At least one resident of each designated area of historical significance shall be appointed to the commission.” This requirement is problematic for the City of Dubuque’s Old Main Historic District, which is primarily commercial. It would be beneficial for the City in the recruitment and retention of commissioners to be able to appoint property owners to represent historic districts. Furthermore, since historic preservation regulations apply to the rehabilitation, renovation, and restoration of property, allowing property owners to serve on the commission would be appropriate.

REQUESTED ACTION

Enact legislation allowing property owners in addition to residents to represent the historic districts on the Historic Preservation Commission.

f. STATE HISTORIC PRESERVATION OFFICE STAFF

With pending approval for federal dollars for infrastructure and other projects, there will be greater demand for Section 106 Reviews as part of environment review compliance.

REQUESTED ACTION

Increase SHPO staff to review Section 106 reviews in a timely manner.

g. TRANSPORTATION AND INFRASTRUCTURE

As the continual development and optimization of local- and state-owned transportation roadways increase accessibility to local amenities we encourage the continued collaborative partnership to make our roadways as safe as possible and the creation of opportunities for alternative modes of transit.

REQUESTED ACTION

- Support investment in healthy modes of non-motorized transportation, including expanding funding for local communities to plan for trails and bicycle routes.
- Support efforts to fund and encourage use of public transit.

- Supports efficient and environmentally friendly renovation of existing infrastructure, particularly roads, bridges, utility systems, and electronic vehicle facilities.

h. LOCAL CONTROL OF PLANNING ISSUES

Local planners possess a deeper understanding of the challenges facing their communities, enabling local jurisdictions to maintain control over planning decisions.

REQUESTED ACTION

Oppose legislation with unfunded mandates and bills that limit the flexibility necessary to implement priorities important to each individual jurisdiction

i. HOUSING

Recent housing studies at the state and local levels have highlighted a pressing need for the development of additional housing units, particularly those that provide affordable options.

REQUESTED ACTION

- Support increase investment in affordable housing programs, including the State Housing Trust Fund, Workforce Housing Tax Credits, and other programs that provide quality housing for low- and moderate-income families, reduce barriers to homeownership, and support the modification of homes to help people age in place.
- Support funding to help local communities plan for housing needs, including reform of local zoning regulations.

j. ENVIRONMENTAL PROTECTION, CLIMATE, AND CONSERVATION

With increasing storm-related events impacting our state and communities, we must prioritize programs that prevent or mitigate environmental impacts and protect our natural resources.

REQUESTED ACTION

- Support funding and programs that facilitate and encourage nutrient reduction in Iowa's water bodies and watershed-level planning that addresses urban and rural water quality, flood mitigation, and water recreation.
- Support state policies that encourage and incentivize use of sustainable energy from renewable sources.

k. RECREATION AND CULTURAL PROGRAMS

Recognizing the value of recreational and cultural programs is essential for enhancing the quality of life in our state and communities, as they play a crucial role in attracting and retaining residents who seek a vibrant and engaging environment.

REQUESTED ACTION

Support programs and funding or incentives that provide a higher quality of life to attract and retain residents. This includes support and additional funding for like Enhance Iowa program, historic preservation, and cultural programs such as Great Places.

l. ECONOMIC DEVELOPMENT

Recognizing that tax increment financing is an important tool for local governments (rural and urban) and supports the flexibility provided under current law.

REQUESTED ACTION

Support legislation, policies, programs and funding that allow communities to encourage sustainable development and remove blight, such as brownfield/grayfield tax credits and other funding programs, and to attract and sustain quality jobs that provide livable and equitable wages.

15. PARKS & RECREATION

a. RESOURCE ENHANCEMENT AND PROTECTION (REAP)

REAP is a program in the State of Iowa that invests in, as its name implies, the enhancement and protection of the state's natural and cultural resources. The long-standing REAP funding formula provides money for projects through state agency budgets and in the form of grants.

REAP is funded from the state's Environment First Fund (Iowa gaming receipts) and from the sale of the natural resource license plate. The program is authorized to receive \$20 million per year until 2026, but the state legislature sets the amount of REAP funding every year. This year the average REAP appropriation is \$12 million.

REAP has been used extensively in Dubuque for land acquisition and trails. Most recently it was used to acquire an adjoining property to the Mines of Spain State Recreation Area and extension of the Northwest Arterial Trail which directly connects to the Heritage Trail as well as environmental restoration of Eagle Point Park and Four Mounds Park and most recently expansion of Four Mounds Park. All benefit tourism and connecting people to the outdoors with active recreation. The workforce for jobs in need of filling in our area are clamoring for more parks and trails amenities. This includes Iowans as well as persons moving from other states that have these amenities. If we wish a workforce for our future, we must invest in these areas. Since 1998 Dubuque County has received over \$7.72 million in REAP allocations for 228 projects for city parks and open space grants, conservation education, county conservation grants and allocations, historic resource development grants, land management, roadside vegetation, and soil and water enhancement.

Dubuque is in the large size city category. That means that the maximum grant ask of \$200,000. This cap has been the same since at least 1998. Construction costs have risen dramatically during the last 25 years, especially the last 3. Holding REAP static reduces the positive results REAP has had on our state parks, heritage, and environmental efforts.

REQUESTED ACTION

Request that the Iowa Legislature work to increase REAP to full funding of \$20 million as authorized and create more permanent year after year funding.

b. MINES OF SPAIN STATE RECREATION AREA

A Unique State Park with National Park Credentials

The Mines of Spain State Recreation Area includes 1400 acres of woodlands, prairie, and bluff lands that overlook the Mississippi River along a 3-mile shoreline. It is a regional destination where visitors and residents reconnect with the natural, cultural, and ecological aspects of the park through interactive and comprehensive outdoor and indoor learning opportunities. This state park is a National Historic Landmark, a state preserve and sits along the Mississippi flyway. Trails connect visitors to a farm site, forests, prairies, archeological sites, and wetlands. It also boasts some of the most diverse ecological habitats ranging from bluff lands that overlook the river to tall grass prairies, forested woodlands, and wetland.

This National Historic Landmark contains thousands of years of human history dating from the early Mississippian period through the early twentieth century. Mounds, village sites, rock shelters, trading post sites, and campsites dot the landscape. The Mines of Spain Recreation Area is a Silos and Smokestacks National Heritage Area Site.

State Support for Investment and Operation

The IDNR, the city, the Friend of the Mines of Spain, and Dubuque County Conservation have an excellent track record as partners. This partnership success can continue with the increased and stable funding for the operation, maintenance, and staffing of the Mines of Spain. Success, we believe, will be reached with asset management funding from secure State funding sources to enable us to fully use the expanded Interpretive Center and park area. With stable State funding, Park staff can maintain the Mines of Spain as the local, regional, state, and national treasure it is and should remain. The outcome is a place for expanded education, increased experiences for the visitor and heritage tourism to attract more visitors to the state. Without this increased/stable funding the ability to use and appreciate these facilities/land are seriously threatened; past investments are at risk for being wasted.

The usage of Mines of Spain State Recreation Area remains very high, with the majority of visitors coming from outside Dubuque coming from the larger tri-state region. The increased usage creates additional need for maintenance staffing and support thus state help is needed for increased funding for the operations and staffing of Mines of Spain Recreation Area and state parks across Iowa. Invasive species need to be managed, which takes the time of staff and/or contractors to ensure the protection of this treasured and very special natural resource.

Local Response to State Needs

The Mines of Spain State Recreation Area and the E.B. Lyons Interpretive Center are a unique collaboration between the State of Iowa, Dubuque County Conservation, Friends of the Mines of Spain and the City of Dubuque. When more space was needed at the Interpretive Center, the Friends of the Mines of Spain (FOMOS) planned and coordinated an expansion that more than doubled the original space for educational purposes, raised \$1.8 million in private, local, state and federal funds with the expanded center serving over 250,000 visitors annually.

The award-winning LEED-certified Interpretive Center welcomes visitors to one of the region's best-conserved natural and cultural resources, where people can explore the history and natural riches of the park.

Working with the IDNR, the City of Dubuque, the FOMOS, private donors and the Iowa Natural Heritage Foundation raised over \$1.98 million to acquire and developed a 52-acre addition adjacent to the Interpretive Center. The partnership continues to mature each year.

REQUESTED ACTION

Increased state supported funding for the physical assets in the Mines of Spain Recreation Area as well as park staffing especially due to the active local partners of Dubuque County Conservation, the Friends of Mines of Spain, and the City of Dubuque.

c. NATURAL RESOURCES & OUTDOOR RECREATION TRUST FUND

The Iowa Legislature has a great opportunity to fulfill its promise to Iowans to protect Iowa's land and water by passing a measure that funds the Natural Resources and Outdoor Recreation Trust Fund, also called Iowa's Water and Land Legacy.

In 2010, 63% of Iowa voters supported creation of the Fund to provide reliable and dedicated funding for the protection of water quality, conservation of agricultural soils and improvement of natural areas such as fish and wildlife habitat. However, no money will go into it unless the Legislature raises the sales

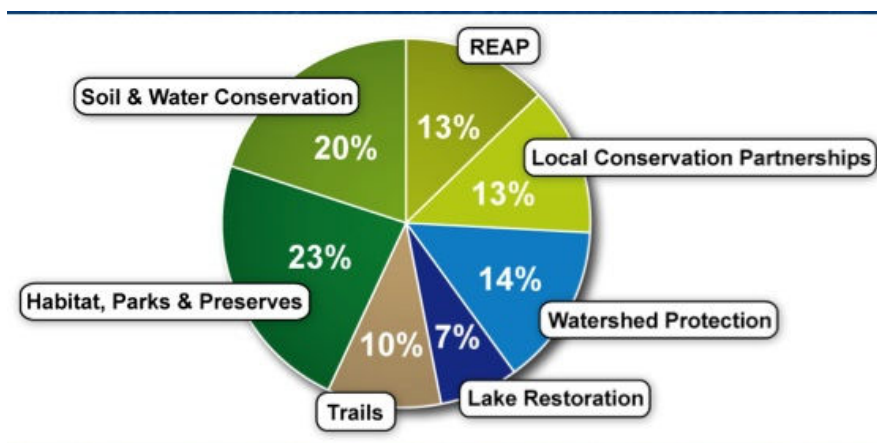
tax. If raised, the first three-eighths of the tax will go toward the Trust Fund. It is reported that this would generate about \$249 million a year.

The majority of the Trust fund dollars can go toward water quality improvement projects including lake restoration, soil and water protection, and enhanced flood protection efforts. The Trust fund emphasizes sustainable agriculture and will aid farmers and landowners in adopting voluntary conservation practices outlined in the Nutrient Reduction Strategy. These efforts will positively affect cities downstream in watersheds.

Investing in Iowa's natural resources ensures that our communities benefit from ecotourism and Iowa companies can recruit and retain a quality workforce. In Iowa, outdoor recreation accounts for \$8.7 billion in consumer spending, 83,000 jobs and \$649 million in state and local tax revenue.

Rural Iowa as well as metro areas will benefit from the economic capital growth, tourism sales and conservation benefits the Trust fund will provide. IEDA reports that access to natural landscapes and outdoor recreation are among the top factors that influenced an individual's decision of where to live. Quality of life initiatives will encourage people to choose thriving rural and urban communities to live, work and raise families.

The preservation and investments to protect Iowa's green spaces, water, and air quality can be keys to improving the physical and brain health of current and future Iowans. Children's risk for obesity can increase by as much as 50% if they don't have nearby parks, sidewalks and other green spaces or recreational amenities.



Recreational amenities and quality of life opportunities are critical to recruiting and retaining a highly educated and motivated workforce. The trust will invest in Iowa's water quality, economic development, rural and urban revitalization, and public health. The Trust makes this investment and provides a legacy for generations to come.

REQUESTED ACTION

Pass legislation to increase the state sales tax from 6 percent to 6 and 3/8 percent with the 3/8 of one percent to be deposited in the Natural Resources and Outdoor Recreation Trust Fund that the voters of Iowa supported and approved with a significant majority. The distribution formula in the current law was derived from years of study and building support among many groups of Iowans, voted on, and should be maintained.

d. STATE RECREATIONAL TRAILS PROGRAM

The state recreational trails program (SRT) provides funds to establish recreational trails throughout Iowa for the use, enjoyment and participation of the public. The program is restricted to the acquisition, construction or improvement of recreational trails open for public use or trails which will be dedicated to public use upon completion.

The citizens of Dubuque have benefitted from this grant program to establish trails in our community connecting recreational resources as well as providing trail transportation corridors for bikes and pedestrians. Trails continue to grow in popularity and are an economic engine for the state for workforce attraction as well as tourism.

In the last five years the Iowa Department of Transportation program has had funding of \$1.5, \$1, \$1.5, \$2.5, and, \$3.5 million to award with requests each year ranging from \$38.3 million to \$113.8 million in the lowest year. The need far outweighs the funding available.

REQUESTED ACTION

Authorize additional funding each year at a stable level appropriate to the needs for the State.

16. ARTS & CULTURE

a. ARTS & CULTURE FUNDING

Vibrant and livable communities in Iowa are those that support and invest in arts, culture, and humanities initiatives and programs as tools for economic and community development. Equitable access to and representation in arts and cultural programs improves the quality of life for all Iowans and stimulates economic activity, helping to attract and retain a diverse workforce which is essential to Iowa's economic vitality and competitive edge. Arts and culture as a stand-alone industry is a bustling sector, supporting a wide variety of education, entertainment, recreational, and skilled-trades jobs while providing essential revenue streams for local travel and hospitality businesses and generating significant contributes to federal, state, and local governments. Iowa's arts and culture sector is a necessary element of the state's overall COVID-19 recovery strategy and a long-term asset for the state's overall growth and vitality in the 21st century.



Community-created Solidarity Mural at Dubuque's Five Flags Civic Center. Designed by local artist Shelby Fry. Painted by 75+ volunteers, June 2020. Photograph by Bob Felderman.

Nationally, the arts culture sector and creative economy is a \$1.2 trillion industry which equates to 4.4% of the nation's GDP – a larger share of the economy than transportation and utilities. This represents \$29.1 billion in federal, state, and local tax revenue generated by the nonprofit arts and culture sector alone. In Iowa, the arts and culture sector contribute an estimated \$4.5 billion to the state's economy, representing 2.3% of the state's GDP and 43,000 jobs.

According to the National Assembly of State Arts Agencies, Iowa ranked 46th in the nation for per capita spending on state arts agencies for FY 2025 with the per capita spending at \$0.35. FY2026 Preliminary Projections rank Iowa at 35th per capita spending at \$0.68. The National average per capita arts spending in the US for FY 2025 is \$2.02. 4 of 5 neighboring states rank higher and invest more in their creative sector than Iowa does. In FY26, it is projected that Minnesota will rank highest in the nation at \$7.85 per capita, Missouri 3rd at \$ 3.51, Illinois 19th at \$1.92, and Nebraska 25th at \$1.33. These projected FY2026 appropriations include line-item funds designated by the legislature to pass through the state arts agency to other entities.

In 2022, Dubuque participated in one of the most comprehensive economic impact studies of the nonprofit arts and culture industry ever conducted in the United States. The Arts & Economic Prosperity VI study was conducted by Americans for the Arts, the nation's leading nonprofit organization for

advancing the arts and arts education. The results showed that Dubuque's nonprofit arts and culture sector generates \$70.4 million in annual economic activity, supporting 1,527 full-time equivalent jobs and generating \$6.7 million in local and state government revenues and \$41.6 million in household income to local residents.

The Dubuque City Council prioritized arts and culture investment to foster equitable access and representation in a thriving arts and culture community. 'Diverse arts, culture, parks, and recreation experiences and activities' is one of eight City of Dubuque 2037 Goals.

Since 2004, the Dubuque's City Council has taken actions such as establishing an Arts and Cultural Affairs Advisory Committee, dedicating \$35,000 annually in special project grants, and establishing a Downtown Cultural Corridor managed by Dubuque Main Street. Additional investments include an operating support grant program for local arts and culture non-profits which has grown from \$200,000 in FY06 to \$250,000 in FY21.

We enjoy an annual rotating public sculpture program, seeded as a ten-year \$300,000 CIP in FY2006 and now funding through the City's general fund at \$38,000 annually. A part-time, now full-time staff position of Arts & Cultural Affairs Coordinator was added in FY09 and continues as a key member of the City's Economic Development Department team. To date, the City of Dubuque has provided \$4.83 million in direct funding for arts and culture since the establishment of the City's Arts and Cultural Affairs Advisory Commission in 2004. City funding alone is insufficient for local arts and culture sectors and creative economies to flourish, especially in rural communities where municipal funding for the arts rarely exists and even in communities like Dubuque where the arts are invested in as a key tool for community success.

In 2014, the City recognized the need for master arts planning to advance its' reputation as a regional creative and cultural hub. The resulting Arts and Culture Master Plan was adopted by City Council in 2016 and serves as a guide to assist the City in strategic resource management, to sustain arts and culture as an integral part of the community's social and cultural vibrancy. The plan engages the community in the implementation of the plan, reflecting the community's vision to utilize arts and culture to enhance our sense of place, contribute to Dubuque's economic vitality, create, and support an environment where art and culture thrive, and enrich Dubuque culturally, aesthetically, educationally, and economically.

The support of the Iowa Department of Cultural Affairs (IDCA), its various divisions, and their subsequent grant programs, is vital to the arts and culture organizations and creative workers in Dubuque. Dubuque does not currently offer grant programs for individual artists or for-profit culture entities; the Iowa Arts Council (IAC) Project Grants and Iowa Artist Fellowship Program provide critical opportunities for creative culture bearers to create their work and engage their communities. IAC's other grant programs including School Arts Experience, Cultural Heritage Project Grants, Cultural Leadership Partner Operating Support Grants, Arts Build Communities Grant, and others provide essential support for educational opportunities, community enrichment, and economic development arts-based projects that would not take place without sustained or increased funding from Iowa's legislative appropriation to its state arts agency.

We take this opportunity to acknowledge and thank IDCA for serving as a key resource for local arts agencies, organizations, and artists across the state throughout the COVID-19 pandemic. They have provided prompt and thoughtful support of the sector, efficiently creating one-time grant programs to put CARES Act and American Rescue Plan funds to work on the ground in local communities.

REQUESTED ACTION

- Continue to regard and fund the arts and culture sector as an essential Iowa industry attracting and retaining Iowa's workforce, inspiring business development, supporting economically viable jobs, generating state and local government revenue, and as a cornerstone of the state's tourism economy.
- Support and fund programs at or above FY25 levels through the Iowa Department of Cultural Affairs (Iowa Arts Council, State Historical Society of Iowa, Produce Iowa, and Humanities Iowa) to continue recognizing and promoting Iowa's cultural heritage as key in COVID-19 recovery strategy for all Iowa communities.
- Provide funding for appropriate staffing levels at the Department of Cultural Affairs to increase service and support of the arts and culture community throughout all parts of the state.
- Explore and implement funding mechanisms to raise the ranking of Iowa from 35th in the nation per capita through the state's arts agency as reported by the National Assembly of State Arts Agencies Legislative appropriations including line items.

17. SUSTAINABILITY & RESILIENCY

a. CLEAN ENERGY & INDEPENDENCE

Iowa is one of the nation's leaders in renewable energy. While traditionally this has focused on wind energy, the solar industry has been growing. Clean energy jobs in Iowa have increased each of the past 5 years, outpacing the general job market. Iowa's renewable energy record is a selling point in business recruiting, and the tax credit spurred investment in communities across the state. Renewable energy projects support Iowa's energy independence and keep rates low with minimal impact to our air and water quality.

REQUESTED ACTION

- The state should consider an energy policy that works with local governments and utilities to 1) provide energy efficiency assistance, especially to low-income families, 2) remove barriers to widespread decentralized renewable energy use, 3) stabilize renewable energy incentives, and 4) protect net metering and third-party power purchase agreements and support other opportunities to make renewable energy more cost-effective and accessible.
- The City supports state legislation to permit Property Assessed Clean Energy, or PACE, in Iowa. PACE financing offers an innovative way for property owners to pay for energy efficiency upgrades with strong ROIs that create jobs for Iowans. PACE programs can now be used in over 37 states and has provided millions of dollars to improve buildings according to the US Green Building Council. Long-term financing linked to properties incentivizes investment in energy-efficiency and renewable energy projects with long-term ROIs and promote equitable sharing of costs and savings among current and future owners and tenants. In addition, the state should offer tax credits from building above the adopted energy code (such as PHIUS, DOE Net Zero, etc.) and offer tax credits for efficiency upgrades to low-income occupied homes and rental units.
- The City supports policies that incentivize electric vehicles (EVs) and allow for development of electric vehicle charging infrastructure. Additionally, the State needs to include Dubuque's highways (20 and 151) as qualified corridors for all funding sources.
- Iowa is one of the national leaders in renewable energy. While traditionally this has focused on wind energy, the solar industry has been growing. In 2022, clean energy jobs in Iowa increased 3.5%, and clean transportation is the state's fastest growing job sector. Iowa's renewable energy record is a selling point in business recruiting and the tax credit spurred a lot of investment in communities across the state. The state needs to reinstate the Iowa Solar Tax Credit and increase the allotment to \$10 million annually.

b. WATER QUALITY & COMMUNITY RESILIENCE

Iowa's water quality continues to diminish, putting residents and industry at risk. Cancer rates continue to increase, many linked to environmental factors, and community health and longevity are at stake.

REQUESTED ACTION

- Restore water quality information system to preserve and maintain water sensors so we have the data on water quality across the state to use to inform policy decisions.

18. PUBLIC HEALTH

a. PUBLIC HEALTH FUNDING

IARPA and CARES money was a one-time and specifically for COVID relief. Local public health agencies (LPHAs) need dedicated, reliable, and flexible funding to deliver on their CHNA/HIPs and address the knock-on "social morbidities" of COVID that will be seen for years if not generations to come.

For over 20 years, local public health agencies have been creating, refining, updating, and adding Public Health Emergency Preparedness Response Plans (PHEPRP). Before and soon after the 9/11 attacks, local public health followed the national initiative of preparing for biological, chemical, radiological, weather, and other public health related disasters and emergencies. Simultaneously, we experienced more and more newly emerging infectious diseases, including HIV/AIDS, resistant TB, MRSA, West Nile, Ebola, Zika, cyclospora, E.Coli 0157:H7, SARS, MERS, H1N1 influenza, Toxic Shock Syndrome and COVID-19. These along with re-emerging outbreaks of diseases we thought we'd conquered such as mumps, measles and whooping cough continue to persist along with outbreaks from new sources or ways of spread from pathogens such as crypto sporidia, giardia, salmonella, shigella, Legionella, and Hantavirus. Congress responded to most of these with limited term, disease specific and preparedness planning funding to states, who in turn funded local health departments and public health agencies through grant processes. As the outbreaks subsided, and healthcare learned to treat the infectious diseases the funding was reallocated to other priorities or cut entirely. This reactionary, short term public health funding does not create a system or public health agencies are ready to respond to epidemics and pandemics, climate and weather-related emergencies etc. in a timely and effective manner.

Public health requires ongoing funding, education, and resources to prepare for and respond to public health emergencies, including those that happen at the state, local, federal and world levels. Effective public health services depend on sustained and flexible funding that can be used to respond to community needs.

REQUESTED ACTION

Increase and protect core funding for vital public health agencies and programs and strengthen Iowa's and the nation's public health infrastructure. Create sustainable funding for public health emergency planning and response. Improve tools and technology to prevent, detect, respond and predict disease and injury.

b. BRAIN HEALTH

City of Dubuque Public Health and Safety officials and staff recognize the law enforcement issues serving individuals with brain and behavioral health issues.

REQUESTED ACTION

- Support integrated co-occurring policy and funding.
- Workforce development and recruitment.

c. CHILDREN'S BRAIN HEALTH PRIORITIES

Citizen input describing the experience of navigating the brain health resources for children in Iowa describes a system that is fraught with challenges. These challenges frequently preclude successful outcomes.

Children's brain health protocols need to be tailored and age appropriate and not modeled after adult systems. Barriers to care, lack of services, scarcity of providers, and lack of professional services in schools and day care all mitigate against good brain health solutions.

The Children's Behavioral Health Systems state board identified the following priorities:

- Ensure stable and adequate funding of the children's system.
- Continue service growth to all areas of the state including but not limited to core and core plus services.
- Address challenges impacting the behavioral health workforce, including implementing strategies to enhance the current behavioral health workforce.
- Implement universal behavioral health screenings with informed consent by children's parent or guardian.
- Continue to develop and implement statewide data collection pertaining to children with a serious emotional disturbance.
- Provide funding to eliminate the children's mental health waiver waitlist.
- Conduct statewide resource mapping for children's services.
- Explore and correct gaps in services.

REQUESTED ACTION

Support the policy makers priorities of the Children's Behavioral Health Systems state board.

d. COMMUNITY HEALTH CENTERS

Iowa's Community Health Centers (CHCs) have 52% of their patients covered by Medicaid, which is 16% of the state's total Medicaid population. As unique primary health care providers that conveniently offer medical, oral health and behavioral health services under one roof, CHCs frequently see patients who have scheduled appointments for more than one type of visit on the same day (for example, a patient will schedule a yearly medical exam and a dental cleaning on the same day). Unfortunately, current Iowa Medicaid reimbursement policy does not allow CHCs to be reimbursed for more than one visit if they occur on the same day.

Protecting Access to Affordable Medications

The 340B Drug Pricing Program allows for patients of community health centers and other covered entities to receive access to affordable, often life-saving prescription drugs. Maintaining the integrity of the 340B Program is critical for ensuring patients, particularly those in rural and other areas where access to care is scarce, can access affordable prescription drugs. As one of the few programs that is proven to help Iowans access affordable medications, we need to safeguard the original intent of 340B.

Expanding Access To Comprehensive Care

Allow a CHCs who currently have waiting lists for behavioral health and/or dental services. Investing in CHC infrastructure will expand access in Iowa, particularly in rural areas or where access to healthcare's particularly dire. These investments would support expansion of services and physical locations, improvements to technology, and allowing CHCs to remain viable employers and producers of economic activity in their communities. Investing in this model will reduce healthcare costs, keep patients from accessing more costly care such as emergency rooms and generate economic growth through expanded job opportunities, construction, etc.

State-level legislation would protect the original intent of the program and provide a stopgap to ensure safety net providers like CHCs can continue to use the program and patients can access affordable medications while Congress works on more comprehensive reform.

REQUESTED ACTION

Protect access to the 340B Program to sustain community health centers' essential model of care, lower prescription drug costs for patients, and improve health outcomes.

e. RECRUIT & RETAIN A QUALIFIED HEALTHCARE WORKFORCE

One of the largest factors limiting a community health center's ability to provide patients quality care is recruiting and retaining quality providers.

REQUESTED ACTION

Support Iowa community health center's workforce to address shortages throughout the state, including investments in recruitment and retention strategies, training, and loan repayment with a focus on dentists, dental assistants, medical assistants, nurse, hygienists, and other support staff.

f. OPIOID EPIDEMIC

Opioid use and overdose deaths represent a public health crisis requiring innovating, evidence-based responses with community involvement. Opioid overdose mortality represents a major and preventable threat to public health. Deaths from unintentional drug poisoning have reached crisis levels in the United States and in Iowa. Last year in Dubuque, we had nine opioid-related overdose deaths, and three have occurred already this year. Other communities in Iowa are also experiencing the devastating effects of illicit opioids.

A growing body of evidence and experience supports innovating community-level approaches to preventing opioid overdose deaths in the broader context of efforts to reduce the risk of overdose through primary prevention of opioid misuse. Numerous pilot programs and evaluations have demonstrated the feasibility and viability of providing opioid education to the community, to health care providers, including Nalaxone administration, use, and education on the opioid Prescription Monitoring Program, and harm reduction strategies.

The Dubuque community has been monitoring the increasing opioid crisis and we are very concerned about the growing impact on our community. A local, community-based opioid response team has assembled and is meeting regularly. To date, they have educated 566 community and health professionals, along with 187 law enforcement personnel, on Nalaxone administration and promoted community-based organizations to educate the community on the opioid misuse problem. Much of the task force work has become a model for the state and country.

REQUESTED ACTION

- Establish drug specialty courts in statute for each judicial district, funded with standing appropriations to the Judicial Branch and Department of Corrections.
- Maintain coverage for vulnerable populations and ensure immediate health benefit coverage to Medicaid and insurance-eligible offenders when released from incarceration, including coverage of naltrexone prescriptions for addicted offenders.

- Explore and pilot the use of research-based harm-reduction strategies such as needle exchange programs while providing education to law enforcement, the community, and healthcare providers.
- Peer to Peer support. Recognize and support the importance of informal, peer supports such as narcotics anonymous, I Hate Heroine, CRUSH etc. This includes expanding education, increasing inclusivity and financial supports needed to expand reach and efforts.

g. NOTICE OF VIOLATION

Currently, a notice of code violation must be sent via certified mail to a property owner if the City performs the required mitigation of the problem and assesses the cost to the property owner. We suggest that a notice be sent via regular mail to the property owner. Oftentimes, it is difficult for people to collect or pickup certified mail, particularly if they are not home at time of delivery. Certified also adds a significant cost (\$2.87) to the mailing of each notice.

REQUESTED ACTION

Change Iowa Code Section 364.12 (h) to allow mailing via regular mail.

h. CHILDHOOD LEAD POISONING

Childhood lead poisoning is endemic to Iowa. Of Iowa children born in 2016, 90% were tested at least once before the age of six years, and 5.8% of these children were above the blood lead level of concern established by CDC. 5% of children tested in Dubuque County were above the CDC level of concern. Because of decreased federal funding for lead poisoning prevention, Iowa has fewer funds to pass on to communities for local lead poisoning prevention public health efforts. Because of limited local public health capacity, we rely on the Iowa HHS to provide guidance for medical case management of lead poisoned children, data collection and database maintenance and analysis, along with educational resources and guidance.

REQUESTED ACTION

Appropriate adequate funds to allow the Iowa Department of Health and Human Services (HHS) to continue its crucial role as a technical advisor and data manager to local childhood lead poisoning prevention programs (CLPPP) and increase funding levels for local CLPPP programs.

i. HEALTHY LOCAL FOODS

A decade ago, the Legislature charged the Leopold Center for Sustainable Agriculture with preparing a local food and farm plan containing policy and funding recommendations for supporting and expanding local food systems and for assessing and overcoming obstacles necessary to increase locally grown food production. The Healthy Local Foods principle of Dubuque's sustainability model aims to provide benefits of wholesome food from local producers, distributors, farms, gardens, and hunters to all. The City and its partners engaged in the Healthy Local Foods initiative have participated in the forming of the Local Food & Farm Plan. In order for local institutions and consumers to increase their purchase and consumption of local foods, barriers must be overcome that enable more produce and meat to be produced, processed, and sold locally. Various studies have shown the value of a strong local food system as an economic development tool.

REQUESTED ACTION

- Support and help facilitate food donation and food rescue programs.
- Promote and facilitate grocery store investment in food deserts.
- Facilitate and fund Farm to School and Farm to Institution health food initiatives.

- Incentivize regenerative soil management practices for agriculture, school and community gardens to protect Iowa's major industry and environmentally sensitive areas.



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LEGISLATIVE
PRIORITIES

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STATE LEGISLATIVE PRIORITIES – ~~92ND~~91st IOWA ASSEMBLY

Municipal local control, also known as “Home Rule,” is an important law (38A Municipal Home Rule) that was added to the Iowa Constitution in 1968. This law reflects the agreed-upon principle that local governments, closest to the people, can make the best decisions for their respective communities.

Local government is best positioned to make decisions for the operations and growth of the community. This is done in partnership with state government. Local governments have the best sense of the unique needs and opportunities for their community. The Home Rule law was intended to provide local governments with a reasonable level of freedom and autonomy to govern. Unfortunately, the principle of Home Rule has been preempted through many acts of the Iowa Legislature over the past decade.

Home Rule asserts the right of local governments to make decisions at the local level. Decisions made at the local level can take into consideration impacts on citizens. Local control allows city governments across Iowa to respond to the unique circumstances of the community, community needs and concerns, community hopes and aspirations.

In addition to respecting the Iowa Constitution’s Home Rule amendment, the Iowa Legislature can help Iowa grow its population by preserving essential economic development tools like Tax Increment Financing (TIF) and State Historic Tax Credit program.

Cities are full partners with the State of Iowa in our work to ensure a bright future for Iowans for generations to come. A clear understanding of the roles of State and local government and the preservation of economic development tools is critical to delivering on mutual goals.

The State of Iowa continues to focus on reduction of property taxes at the local level. The City of Dubuque opposes strict caps on local property taxes which would have the unintended consequence of threatening essential services that rely heavily on these revenues.

The City of Dubuque has consistently supported alternative revenue sources for local governments that would assist cities in achieving revenue goals that provide for safe and protected communities, vibrant economic development, strong neighborhoods, and other community amenities particularly parks and libraries.

The City opposes and asks for a reduction in unfunded mandates from State of Iowa.

The City also asks that the City of Dubuque, the Iowa League of Cities and the Metropolitan Coalition be part of any conversation on property tax reform.

1. TAX RELATED POLICIES

a. LOCAL TAX LEVY AUTHORITY

The Dubuque City Council and staff have worked diligently and responsibly to provide excellent stewardship of public tax dollars. The City of Dubuque has consistently had the lowest or one of the lowest tax levies of the eleven largest cities in Iowa. Dubuque has demonstrated a high level of success in local and regional economic growth and corresponding population growth. **Usurping control of local government's ability to determine the tax levy rate with "one size fits all" legislation does not support the goals of Dubuque or the State Legislature, nor do we believe it will yield a successful and prosperous future for Iowa.**

REQUESTED ACTION

We urge our state elected officials who wish to further restrict local control of the property tax levy to consider the outcomes and respect the authority and ability of local governments to determine what is best for their communities in each unique circumstance.

Minimally we ask that there be:

- Improvements made to the Iowa property tax notice form to make it more understandable to residents and factually accurate.
- No hard caps on total revenues that cities can derive.
- No hard caps on overall/total city levy rate.
- "Net New" outside of any growth limitations - don't penalize growth.
- Approve or expand alternative revenue sources to give local governments flexibility to provide the service level expected of their residents and businesses.

The property tax system is complex and we urge officials to act thoughtfully to fully understand the impacts of changes made to the system.

b. LOCAL OPTION SALES TAX

The City of Dubuque does not support legislation that would authorize the State of Iowa to raise the state sales tax by eliminating the local option sales tax (LOST) with a promise to local governments that the State would redistribute an undetermined "backfill" amount for an unspecified period.

REQUESTED ACTION

As state legislators consider LOST legislation, we ask that they work to reduce financial harm to local governments and ensure that state sales tax and local option sales tax are collected on every purchase done over the internet

c. ASSESSOR'S BILL

Property tax experts or representatives are now part of the tax appeal process. A tax representative can file an appeal for a large commercial property under a contingency basis, receiving their pay based on a percentage of the property tax savings they can achieve for their client. In many of these cases little or no money is expended by the taxpayer. The representative files a protest with the Board of Review and supplies little or no information to the Board. The Board may deny the protest, but the tax representative will file a protest to either District Court or the Property Assessment Appeal Board. At

this point the tax representative may produce more information, or they may try to negotiate a settlement. On the assessor's side it may be very costly to hire appraisals and fight this out in Court. A single appraisal for a large Commercial or Industrial property will easily exceed \$5000.

Also, many appeals to the Board of Review are filed at the last minute with a statement such as information to be presented at the hearing. Many appellants never provide the information or provide it very late in the Board of Review session, so the Board is unable to reach a well-founded conclusion.

REQUESTED ACTION

Request the Iowa Legislature to limit appeals to District Court and the Property Assessment Appeal Board to matters and information that were presented before the local Board of Review.

ed. STATE MANDATES

Cities are often faced with implementing mandates from the state and federal governments without receiving the necessary funds for implementation.

REQUESTED ACTION

Enact legislation that exempts local government from providing any new service or engaging in any new activities mandated by the state if the state does not provide full funding for the mandated additional staff, equipment, and infrastructure.

2. DUBUQUE REGIONAL AIRPORT

a. SUPPORT COMMERCIAL AIR SERVICE FOR DUBUQUE REGIONAL AIRPORT

The loss of commercial air service in Dubuque has created significant negative impacts on the regional economy. Return of commercial air service is a top priority of the community and the region. The City and its partners seek the support of partners at all levels of state government to return this essential transportation connectivity to Dubuque and the region.

REQUESTED ACTION

Provide funding and advocacy to expand commercial air service for Dubuque Regional Airport.

b. AIRPORT VERTICAL INFRASTRUCTURE FUNDING SOURCE

Infrastructure needs at Iowa's general aviation and commercial service airports remain high. DBQ is advocating for legislative efforts to update the sources of funding for the Airport Improvement Program to include use taxes collected on aircraft sales. This would add to aircraft registration fees and aviation fuel taxes already directed to the program and helps close the gap on needed airport projects that help support Iowa's economy.

REQUESTED ACTION

Beginning with the 2027 fiscal year, use tax on aircraft sales revenue be deposited in the State Aviation Fund that funds aviation safety, planning and development projects.

328.56 State aviation fund.

A state aviation fund is created under the authority of the department. The fund shall consist of moneys deposited in the fund pursuant to sections 328.36, 423.5 and 452A.82 and other moneys appropriated to the fund.

Moneys in the state aviation fund are appropriated to the department of transportation for use by the department for airport engineering studies, construction or improvements, and the windsock program for public airports and marketing at commercial service airports. In awarding moneys, the department shall give preference to projects that demonstrate a collaborative effort between airports.

328.36 Deposit and use of revenues.

All moneys received by the department pursuant to sections 328.21, 423.5 and 328.29 and shall be deposited into the state aviation fund created in section 328.56.

3. PUBLIC MEETING NOTICES

Iowa Code Section 362.3 mandates that all publications required by the Code must be published in a newspaper. These notices cover a range of municipal actions, including public hearing announcements, ordinance publications, City Council meeting minutes, and expenditure disclosures. These statutory requirements impose a financial burden on cities, which are responsible for covering the associated publication costs. Over the past ten fiscal years, the City of Dubuque has incurred an average annual expense of \$14,500 solely for publishing meeting minutes and ordinances. Costs associated with public hearing notices span multiple departments and are charged to various project codes, making comprehensive tracking of these expenses infeasible. However, it is important to note that the total annual expenditure for all required notices is substantially higher than the amount reported for minutes and ordinances alone.

Another significant challenge is the continued reduction in print publication schedules by newspapers. The newspaper currently used by the City of Dubuque for public notices now prints only three times per week. This limited schedule requires the City to engage in more advance planning and coordination to ensure notices are published within required timeframes. As a result, it can slow down municipal processes and hinder the City's ability to act efficiently on time-sensitive matters.

Allowing public notices to be published online would reduce publication costs for the City and enable real-time posting of notices in a format that is more accessible to the broader public. This flexibility would support more efficient communication and streamline municipal operations by removing delays associated with print publication schedules.

REQUESTED ACTION

Amend Iowa Code Section 362.3 to authorize the electronic publication of required public notices.

4. ECONOMIC DEVELOPMENT

The role of city government in economic development is crucial. Economic activity requires roads, streets, airports, water and sanitation. New jobs necessitate more and better workforce housing as well as quality, affordable childcare. Growing businesses seek quality of life amenities for employees and families, such as parks, recreation, bike trails, art, museums, and libraries. Protection and safety of property and life must be assured. A community must value equity fair access and be welcoming to all. This can only be accomplished with the strong support of an effective city government in partnership with local private sector and non-profit leaders and state and federal government officials.

a. TAX INCREMENT FINANCING (TIF)

The Iowa Code provides that cities can use TIF for certain public and private economic development purposes once an urban renewal plan is approved and an urban renewal district established. The ability to use TIF to assist private economic development projects in urban renewal districts is an essential ingredient of the City of Dubuque's nationally recognized success, providing financing and incentives for private investment.

The City of Dubuque has prioritized the redevelopment of our urban core; cities need tools like TIF to accomplish this. The Slum and Blight Urban Renewal TIF allows cities across the state to reclaim their urban cores, restore otherwise abandoned historic properties, and create more sustainable communities. TIF is one of the most important economic development tools available to cities.

Since 2010, there have been a total of 6891 development projects that have utilized TIF in Dubuque. These projects have received an estimated \$73,200,606 in direct TIF incentives. These projects have leveraged \$666,759,836,296,204 in capital investment throughout the greater downtown and Industrial parks. ~~These projects have and~~ resulted in the retention of 4,139,204 jobs in Dubuque and the creation of 836,866 jobs. This does not include many of the jobs added to the downtown employment base where there was no direct TIF agreement with the employer but rather the projects were facilitated by loan pools and other methods benefiting from the Downtown TIF district.

This has all worked because responsible elected officials, who while acting in an entrepreneurial fashion to encourage community growth, have used TIF, the City's only meaningful local economic incentive, in a strategic fashion.

Dubuque has leveraged TIF to achieve consistent, significant job growth and maintain a strong, diversified local economy. Over the years (since around 2001), it has facilitated the purchase and development of over 1,000 acres of land in our industrial parks and Port of Dubuque, the attraction and expansion of 91 businesses, and created or retained 9,361,456 jobs.

Dubuque has been the recipient of numerous awards from organizations as diverse as the EPA, the Human Rights Campaign, the National Civic League, the International Economic Development Council, Forbes, SmartAsset.com, and the White House for its strong resilient economy, variety of amenities, and inclusivity.

Since TIF is really the only economic development financing tool available to Iowa cities, Dubuque often uses TIF as the local match required when partnering with the Iowa Economic Development Authority. This was certainly the case with over 200 retained and 200 created jobs at Hormel, and most more

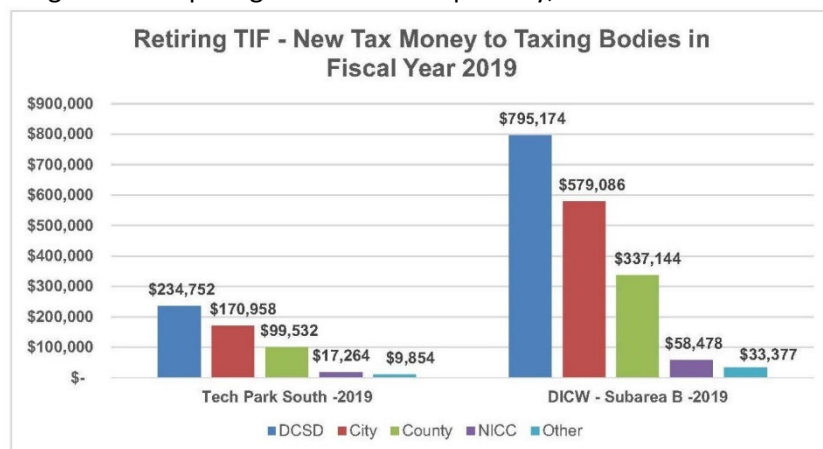
recently the attraction of 270 high quality jobs at Simmons Pet Food. Without the flexibility this tool provides, Dubuque would not have this kind of success in job creation and retention.

A very important priority of the City of Dubuque, the Historic Millwork District, benefited initially with a \$105 million investment of private and public dollars, rebuilding much of the street network, underground utilities, creating parking and renovating the Caradco Building (Schmid Innovation Center) into 72 apartments, and 35,000 square feet of commercial and retail space. Two additional buildings requiring approximately \$40 million in investment, with 92 additional apartments and tens of thousands of square feet of commercial industrial space were renovated and came online in 2015. In 2021, Dupaco Community Credit Union completed the \$30+ million rehabilitation of a five-story building to house its corporate headquarters. And 2023 saw the completion of another 48 apartments with a private investment of over \$10 million. Ultimately, the entire Historic Millwork District will easily exceed \$200 million in investment leveraging new business creation and much needed workforce housing for Dubuque. This Historic Millwork District slum and blight subarea TIF was established in 2008. Legislative proposals which place restrictions on Slum and Blight Urban Renewal TIF Districts would rapidly dissolve the City's financial investment in this priority project for the City of Dubuque which will require ~~many more years, and~~ likely decades, of investment in order to reach its potential.

The City of Dubuque ~~would oppose~~ opposes TIF reform that would prohibit the use of TIF revenue on public buildings, which would stop the creation of parking ramps (vital to the economic viability of downtown businesses) and City efforts to restore the Historic Federal Building, an iconic anchor building in the downtown allowed to go into disrepair by the Federal Government. In addition, the City of Dubuque would oppose the removal of current levy amounts from available funds to support projects. Removing the school levy, for instance, from the available increment essentially cuts the incentive in half.

The City of Dubuque has supported legislation requiring increased transparency, fastidious data collection and antipiracy language for TIF reform, but cannot support reform that limits or sunsets the City's use of slum and blight and economic development TIFs.

Even in these areas, the language should be narrowly crafted so as not to stifle economic and community development activities by cities. No language should be included that could limit or destroy job creation and economic development potential that exists in current TIF laws.



REQUESTED ACTION

Support efforts to maintain Tax Increment Financing as an economic development financing tool. Oppose restrictions on use of TIF for public infrastructure and oppose the “sunsetting” of TIF districts.

b. EMINENT DOMAIN

During 2006, the Legislature approved changes to the Eminent Domain Law. Included in the changes, and of particular concern, is the requirement that seventy-five percent or more of the area included in the urban renewal plan must consist of property in a slum or blighted condition at the time the plan was established in order for the entire project or acquisition plan area to be subject to condemnation by the municipality. We believe that a 51% threshold is more reasonable. Furthermore, the new language provides that the project or acquisition plan area shall only include the adjacent and contiguous parcels necessary for the completion of planned activities for a specific business or housing project. This language would be limiting for downtown development projects that may be larger in scope than just the parcels that meet the definition of slum and blight. Lastly, the burden for the use of eminent domain for airport project is increased by the requirement that the Board of Supervisors must hold a public hearing and pass a resolution unless the airport improvement is FAA-required. This creates additional layers of burden on a municipality.

REQUESTED ACTION

Support efforts to amend sections of the Eminent Domain Law to allow for changes as proposed by the Iowa League of Cities and noted above.

c. STATE HISTORIC TAX CREDITS

The Iowa Historic Preservation Tax Credit was passed in May 2000 to promote investment in our historic resources in communities, codified in Section 404A.4. Rehabilitation of these resources contributes to the economic viability as well as the strength of our communities. The secondary impacts of this historic tax credit on our communities are countless. The program provides a tax credit of 25% of the qualified rehabilitation expenses for qualified projects. Thus, each credit represents an investment in our community of at least four times the amount of the credit. Additional revenues are generated through increased property taxes, income taxes, and sales taxes.

The cap for the program is currently set at \$45 million per year.

Between the beginning of the program in 2000 and now, Dubuque has completed over four dozen projects using the State Historic Tax Credit program. These projects leverage over 3 times the amount of SHTCs invested in the project from other funding sources.

These projects have added well over 3,000 permanent jobs to our economy, not including the construction jobs to complete the large projects. These 3,000 people would equate to a \$120 million annual payroll.

Critical workforce housing needs in the City of Dubuque make state historic tax credits and other financial incentives a top priority as the City works to promote redevelopment and reinvestment in our urban core.

In the 2022 Legislative session, the refundability of the historic tax credit was scaled back so that by 2027, the credit will be only 75% refundable. It ratchets down 5% a year beginning with projects completed in 2023.

REQUESTED ACTION

Join with local governments across the state and private sector partners through membership in Smart Growth Development Coalition to:

- Restore the State Historic Tax Credit to 100% refundable.
- ~~Preserve, improve, and expand the State Historic Tax Credit Program boosting credit from 25% to 30% to mirror the Federal Historic Tax Credits.~~
- If restoration is not possible, advance and pass SF 653 to maintain 100% refundability for historic tax credits issued before July 1, 2023. This protection honors the State's original commitments, prevents destabilizing project shortfalls, and keeps vital downtown, Main Street, and heritage-based redevelopment projects moving forward as planned.
- Increase staffing levels of State departments that review tax credit applications.
- Increase the State capped dollar amount.

d. QUALITY OF LIFE & COMMUNITY ENHANCEMENTS

Successful quality of life programs needs continued funding, such as Enhance Iowa, REAP, CAT funds, Iowa Great Places, the Iowa Main Street program funds, and tax credits for historic preservation. Having a variety of recreational, historic, cultural, and outdoor amenities in a community attracts and retains families and a solid workforce. The listed programs allow the City and its partners to create those amenities.

REQUESTED ACTION

Protect and enhance economic development tools enabling cities in Iowa to promote economic improvement throughout the state through investment in our recreational and outdoor amenities, cultural offerings, and historic rehabilitation of our unique downtowns.

e. CHILDCARE

In many Iowa communities, childcare has become unaffordable, inaccessible, or nonexistent. As a result, working parents miss work, drop shifts, are less engaged on the job, switch employers, or leave the workforce altogether. Childcare is an essential and under-emphasized tool for our state to develop, grow, and sustain a reliable workforce.

Research consistently shows that increasing workers' access to affordable, high quality childcare options aren't simply a benefit for parents; it improves the economy. Providing access to quality affordable childcare positively impacts the bottom line of Iowa companies and is critical to sustaining a strong workforce and economy.

The City has benefitted from and is grateful for the State of Iowa support through state sponsored child care facility grants and wage support grants for childcare staff.

REQUESTED ACTION

~~The City of Dubuque supports the following recommendations of the Iowa Women's Foundation:~~

- ~~CONTINUED INVESTMENT IN CHILDCARE WORKFORCE~~—childcare providers earn an average of \$10.76 per hour in Iowa, leaving us ranked 45th in the nation. The third lowest paid profession statewide after locker room attendants and lifeguards.
 - ~~Identify a sustainable source of funding for Child Care WAGES[®] Iowa and T.E.A.C.H. Early Childhood[®] IOWA statewide beyond SFY24.~~
 - ~~Implement tax cuts and credits to incentivize participation in the childcare workforce.~~
- ~~SUPPORT FOR CHILDCARE BUSINESSES~~
 - ~~Increase childcare assistance reimbursement rate to increase revenue for childcare businesses.~~
 - ~~Create a subcategory of commercial property used for childcare centers to treat property tax the same as residentially-classed property.~~
 - ~~Identify a sustainable public-private funding source to help support the shared services business competencies programs long term.~~
- ~~QUALITY CHILDCARE FOR FAMILIES~~
 - ~~Increase income eligibility for Child Care Assistance to 185% incrementally at 5% annually and 75% of the market rate survey. Iowa's income limit is currently 145% of the Federal Poverty Level. In comparison, Iowa is ranked 46th of all states.~~
- ~~CONTINUED SUPPORT FOR CHILDCARE SOLUTIONS FOR BUSINESSES~~
 - ~~Identify long-term funding to support additional Business Incentive matching grants. Previous grant program resulted in 36 applications. Additional communities were interested in applying but unable to meet the timeline.~~
 - ~~Implement tax incentives and credits to incentivize businesses to increase investments in childcare, resulting in an increase in quality childcare across the state.~~
- **Increase CCA eligibility further** — build on the 155% FPL increase and expand entrance income limit to **at least 200–250% FPL**, phased in over several years, to make care affordable for more working families.
- **Lock in and expand funding for workforce supports** — ensure stable, multi-year funding for WAGES, TEACH Early Childhood[®] IOWA, and other wage/education-support programs so providers can count on predictability.
- **Continue raising provider reimbursement to match market-rate costs**, tying CCA payments to up-to-date market surveys to help centers remain financially sustainable.
- **Advance structural tax or policy incentives for child-care businesses** — including fair property-tax treatment, tax credits, and other incentives for employers investing in child care infrastructure and capacity.
- **Strengthen employer-driven child-care solutions** — leverage the new Statewide Child Care Solutions Fund with matching incentives, encouraging employers to invest in local child care capacity and workforce sustainability.
- **Simplify and broaden assistance eligibility and access** — reduce work-hour requirements (e.g., from 32 to 28 hours) and expand eligibility criteria so more working families can benefit.

f. LAND BANK POLICY

In order to return blighted and abandoned properties to productive use quickly, states have passed legislation that streamlines the tax foreclosure process by giving ownership of these tax reverted properties to a nonprofit land bank therefore obtaining them earlier in the tax foreclosure auction process. Further legislative reform in these states has redirected money collected from unpaid and delinquent property taxes toward land banks for purposes of funding the land banks and for the purchase of tax reverted properties. The City of Dubuque in collaboration with its regional partners will explore the formation of a land bank that would purchase tax reverted properties through the tax foreclosure process. The land bank would maintain these properties until purchase by a responsibility buyer, ensuring the properties return to productive use.

REQUESTED ACTION

Support Land Bank legislation and work with State partners to approve redirection of monies collected from unpaid and delinquent property to a regional landbank for funding and for the purchase of additional tax reverted properties.

g. BROWNFIELD REMEDIATION

A brownfield site is a property that has real or perceived contamination which prevents its redevelopment. In order to return brownfield properties to their best and highest use, various remediation strategies can be employed. Depending on the level of contamination and the intended future use of the property, these strategies can be more or less invasive and consequently more or less expensive. Current code language leaves room for interpretation of the required remediation and can cause the cost of property redevelopment to rise to a level that inhibits projects from moving forward. This increased cost affects both the public and private sector as they prepare land for redevelopment. An example is that “tipping fees” at the landfill for contaminated soil can be double the fee for other materials.

Addressing known releases in an affected area may take a variety of forms dependent on the goals for reaching the highest productive use of an affected area, including but not limited to remedies such as: active remediation; passive remediation; restrictive covenants; and DNR approved capping. Contaminant-specific fate and transport, toxicity, and volatility should be evaluated against exposure pathways that exist prior to and after implementation of a remedy when determining remedy efficacy and approval.

REQUESTED ACTION

~~Modify Iowa Code~~ Amend Chapter 137 to ~~allow for~~ expressly authorize remediation ~~strategies~~options that ~~minimize development~~ reduce redevelopment costs ~~while still protecting without compromising public health and/or safety, such as~~. Specifically, permit the use of engineered “capping” (or other containment) of shallow soils ~~where said~~ — when that cap ~~would be designed~~ is integrated into the redevelopment ~~plan anyway~~ design (e.g., cap plus cover, paving, landscaping, or slab) — as a recognized remediation strategy for brownfield sites.

3. EQUITY

5. HUMAN RIGHTS

Human rights in the United States are facing significant challenges that demand urgent attention. Despite longstanding commitments to fair access for all communities, structural issues continue to shape outcomes in education, housing programs, healthcare, and criminal justice, disproportionately affecting underrepresented communities. These failings undermine the dignity and freedoms of millions. Fixing them is essential not only to uphold the principles enshrined in the Constitution but also to ensure that every person can live with safety, opportunity, and respect. Addressing these injustices is not optional, it's a moral imperative for a truly fair and just society. We request your support through the following legislative actions.

a. MANDATORY MINIMUM SENTENCING

Mandatory minimum sentences are punishments ordered by judges with minimum incarceration terms set by the legislature ~~to those who have been convicted of crime; they dictate that certain crimes require, by law, a set amount of time in prison.~~ Mandatory minimum sentencing laws effectively strip judges of their authority to take the circumstances of a crime into account and shift ~~sentencing power to prosecutors who can use the threat of these laws to intimidate defendants into pleading guilty in order to receive a reduced sentence (Written Submission of the American Civil Liberties Union on Racial Disparities in Sentencing, 2014). In theory, mandatory minimum sentencing laws are "race neutral" and should affect everyone who has been convicted of a crime equally regardless of race. In practice, however, this is very much not the case. Prosecutors are more likely to levy heavier charges against people of color in general than they are against whites, while federal prosecutors are over twice as likely to charge black defendants with offenses that carry a mandatory minimum than white defendants (Report to the United Nations on Racial Disparities in the U.S. Criminal Justice System, 2018). This has led to Iowa having one of the highest rates of imprisonment for black people in the nation (Stageberge & Rabey, 2013). In 2016, 35% of the 1,196 Iowa inmates serving mandatory sentences were Black.~~ power to prosecutors, allowing prosecutors to use the threat of bringing charges under these mandatory minimum sentences laws to convince defendants to plead guilty in order to receive a reduced sentence. In 2021, Iowa's incarceration rate was 550 individuals per 100,000 population, compared to the federal level of 614. This means that our incarceration rates stand out not only nationally, but internationally as well with the next highest incarceration rate being the United Kingdom at only 144 per 100,000 of the population.

REQUESTED ACTION

Support striking mandatory minimum sentencing provisions, allowing judges to apply sentencing guidelines in a way that takes facts into consideration so that sentences fit the crime.

b. FUNDING FOR YOUTH/YOUNG ADULT INTERNSHIPS ~~RACE & EQUITY IMPACT STATEMENTS~~

~~Used to address possible disparities caused by proposed legislation, minority impact statements largely serve as guidelines for state legislators to utilize in crafting laws that are fair and do not have disproportionately negative effects on women, people of color, families, and people with disabilities.~~

Minority impact statements were designed to help prevent disparities from getting worse and are in use in Iowa with a particular focus on criminal justice disparities. A 2019 review of Iowa's minority impact statements for criminal matters found that statements need to be made available to all stakeholders much earlier in the legislative process; they need to be thorough and comprehensive and not a generic analysis; and that legislation should specifically prohibit the passage of bills where the impact statement indicates the bill would increase disparities. See [The Promise of Racial Impact Statements](#).

In 2022, nearly half of all civilian jobs required prior work experience. Youth who face employment barriers such as growing up in a low-income household, living with a disability, or having limited English proficiency need access to resources that help them gain essential skills and experience so they can secure employment, support themselves, and work toward their career goals. (Center for American Progress, 2023.)

~~REQUESTED ACTION~~

~~Support legislation that requires thorough minority impact statements to be attached early to any bill, joint resolutions, or amendment and that prohibits passage of bills where the impact statement indicates the bill would increase disparities. Required review of bills by the Human Rights Board.~~

~~e. FUNDING FOR YOUTH/YOUNG ADULT INTERNSHIPS~~ Internships provide experience, training, and build connections that can help youth and young adults achieve professional success. ~~Youth and young adults with internships on their resumés are more likely to find full-time employment after they graduate, with over 50% reporting job offers by the time they graduate (Hecht, 2016). In addition, internships have been shown to help change career directions for the better, with 34.8% indicating a significant change in career direction and 46.3% indicating a slight change (Saltikoff, 2017). There are significant racial disparities among interns; while over 68% of white students have participated in internships, less than 60% of black and Latino students have participated in them (Hecht, 2016). Gender disparities are also significant, with women being 20% more likely to be in unpaid internships than men. About 12% of youth and young adults in 2021 were neither in school nor working (Annie E. Casey Foundation 2024). More than half of these young people, known as “opportunity youth,” were actively seeking positions but were held back by a lack of experience, among other factors. Subsidizing employment programs supports both businesses and young people.~~ Unpaid internships largely go to those who can afford them, with students from high-income households being more likely to participate than students from low-income households. The effect of paid versus unpaid internships disproportionately disadvantages youth and young adults from underserved communities.

~~REQUESTED ACTION~~

~~Support legislation that provides funding specifically targeted towards creating paid internships along with targeted recruitment of applicants of color.~~

~~d. SUPPORT FOR WOMEN AND BIPOC (BLACK, INDIGENOUS, PEOPLE OF COLOR) OWNED SMALL BUSINESSES~~

With only one minority-owned business for every 43 residents, Iowa's ratio is the lowest in the nation (Clark, 2014). Iowa's black population is one of the most underserved small business markets in the nation, representing a mere .8 percent of Iowa's business population compared to 7.1 percent nationally (Armstrong, 2016). Disproportionately, businesses owned by people of color have not had access to the

funding provided by certain federal and state programs. People of color who own small businesses are less likely to have strong relationships with their financial institutions, and many immigrants and refugees who own small businesses are less likely to have access to information they need (Thrane, 2020). The largest minority business development program in the state – the Targeted Small Business (TSB) program – has received severely limited promotion since 2012 (Augustine, 2014). Consistent funding for and promotion of the TSB program would make it easier for more minority business owners to access and learn about resources they could use to support their businesses.

REQUESTED ACTION

Support legislation that provides targeted funding for women and BIPOC owned small businesses.

ed. DECRIMINALIZATION OR LEGALIZATION OF MARIJUANA USE & POSSESSION

Under both federal law and Iowa state law, recreational use of marijuana is illegal. Iowa has some of the harshest penalties for first-offense marijuana possession in the nation, with possession of any amount of marijuana being a misdemeanor with up to 6 months of incarceration and having a maximum fine of \$1000. These penalties are far more likely to harm people of color. With black people being almost eight times more likely than white people to be arrested for marijuana possession (despite the fact that both use marijuana at roughly equal rates), Iowa is surpassed only by Montana, Kentucky, Illinois, and West Virginia in terms of racial disparities in arrests for marijuana possession (Edwards, et al., 2020).

REQUESTED ACTION

Support legislation that legalizes marijuana or, at a minimum, decriminalizes marijuana use and possession.

fe. SUPPORT COURT FINE & FEE REFORM

Court-imposed fines and fees often ~~become a barrier to hinder~~ financial self-sufficiency stability for low-to moderate-income individuals and families living in poverty. ~~Given the disproportionate number of African Americans living in poverty and interacting with the court system, this has a significant racial equity impact.~~

~~First, several and create unintended consequences. Several provisions make it difficult for those with limited incomes to get out from under court debt. Under Iowa Court Rules Chapter 26, an individual must have \$300 in court debt before they are eligible for a payment plan or can perform community service, though Iowa Code Section 602.8107 would allow the court to establish a lower threshold. When they enter a payment plan, a minimum payment of \$50 is required. Community service is valued at the minimum wage of \$7.25 an hour, yet the value of a volunteer hour in general is \$33.49 as of April 2024. Participants in community service supervision programs currently are charged \$50 to be supervised, which defeats the purpose of allowing community service as an alternative to payment because they cannot afford the fees and, in any event, is not a financially sustainable model. The agency historically tracking community service in Dubuque (Project Concern) couldn't financially support the continued operation of the program as the \$50 paid by the individual needing supervision was a flat fee. \$50 was paid whether the individual had 2 meetings over the course of a month with the staff member or 25 meetings over three (3) years, it wasn't a sustainable model financially. While the judges at the local level were supportive there were no court funds to support the work being done. A community service funded program to work off Court debt should properly be managed by the Courts/Clerk of Court. of Iowa law exacerbate these issues:~~

Eligibility & Affordability Barriers: Iowa Court Rules Chapter 26 requires a minimum of \$300 in court debt before individuals qualify for payment plans or community service alternatives. Payment plans must include monthly payments of at least \$50. Credit for community service is undervalued, with individuals receiving credit at the state's minimum wage rate of \$7.25 per hour, drastically less than the value of a volunteer hour (approximately \$33 as of April 2024) and even lower than the hourly-wage equivalent of someone just barely meeting the federal poverty threshold while working a full-time job (approximately \$7.52 per hour as of December 2025).

Impact on Employment and Mobility: Unpaid court debt can lead to vehicle registration holds and license suspensions, even for non-vehicular offenses. This can result in even more legal problems for individuals who must drive to maintain employment, further eroding their financial stability and compounding the cycle of poverty and criminalization. Unpaid court debt can also result in garnishments, wage assignments, income tax offsets, and professional licensure suspensions.

Community Service Management: Tracking of community service requirements is often left to individual prosecutors and their offices, resulting in inconsistent reporting requirements and enforcement. A statewide, court-managed community service program would provide a consistent and equitable alternative for individuals seeking to resolve court debt. Centralized oversight by the courts would improve tracking, reduce administrative burdens on local agencies, and help maintain program sustainability. Such a system would also reinforce the rehabilitative intent of community service, offering a meaningful path toward debt resolution without exacerbating financial hardship.

REQUESTED ACTION

Second, unpaid debt can interfere with ongoing employment and financial stability. As just one example, when a resident in Iowa has a criminal conviction of any kind and has court debt, a hold is placed on the person's vehicle registration. If the conviction was for a vehicular crime, then the person's driver's license is automatically suspended as well. If the crime is non-vehicular and the person's financial state prevents them from paying the court debt, the hold on the registration turns into a suspension when the renewal of their tags goes unpaid. If they continue to drive—to get to work for example—they may then be charged with driving with expired tags, a vehicular crime that leads to license suspension. There is also anecdotal evidence from attorneys who have worked “rocket docket” that people believe that paying the court debt is enough to reinstate their license, which is untrue. They must also file with the DOT and pay a \$30 reinstatement fee. Depending on the amount of time that passes, they may also need to retake both the written and driving tests.

Third, indigent defendants are constitutionally and statutorily entitled to an assessment of their ability to pay for any court debt other than fines, surcharges, and victim restitution. However, Iowa law also presumes an ability to pay and there is little to no remaining oversight into court decisions regarding someone's ability to pay—courts do not have to provide reasons for finding that a defendant is able to pay, a court can ascertain ability to pay before knowing the full scope of the debt, and direct appeal of a judge's decision is available in few situations. In addition, indigent defendants incur additional costs like indigent defense fees and jail fees that arise because of an inability to afford their own attorney or to afford bond or bail while awaiting trial. On the one hand, the constitution requires that everyone be provided counsel and a speedy trial (or be released in the interim) and yet one's financial status is intricately intertwined with the degree to which these rights are “real” in any pragmatic sense. These fees when unpaid multiply quickly with the Department of Revenue imposed 15% collection fee.

REQUESTED ACTION

Eliminate the \$300 eligibility threshold for a payment plan; eliminate the minimum payment requirement of \$50; eliminate the \$300 eligibility threshold for community service; set a viable and realistic value of an hour of community service to equate to the value of a “volunteer hour” which was \$33.24 as of April 2024; properly fund staffing in courthouses to account for tracking community service efforts across the state as opposed to the hodge-podge of community service systems set up at the local level without proper funding across the state. Eliminate the non-renewal of vehicle registrations and the suspension of licenses based on court debt or, at a minimum, on court debt that is related to a non-vehicular crime. Strengthen requirements to ensure a full and fair assessment of ability to pay or, at a minimum, oppose any effort to further restrict or eliminate ability to pay protections such as the changes proposed last session by HSB658 and SF2374. Advocate for changes to Department of Revenue policies that would allow for partial or full waiver of the 15% collection fee upon a showing of financial hardship and that would exclude indigent defense fee recoupment and jail fees from the basis used to calculate the 15% collection fee.

- 4Remove the \$300 threshold for payment plan eligibility.
- Remove the \$300 threshold for community service eligibility.
- Eliminate the \$50 minimum monthly payment requirement.
- Align community service valuation with the current volunteer hour rate.
- Establish and fund a statewide, court-managed community service tracking system.
- End vehicle registration holds and license suspensions for non-vehicular court debt.
- Oppose any effort to further restrict or eliminate ability-to-pay determinations.

6. TRANSPORTATION

a. TRANSPORTATION FUNDING

Dubuque is the regional economic center for the Iowa, Illinois, and Wisconsin tri-state area. With local international companies and businesses such as the John Deere Dubuque Works, Nordstrom Distribution Center, Mc Graw Hill Publishing Company, AY McDonald Manufacturing, Kendall/Hunt Publishing, Simmons Pet Food and Hormel Food Corporation, a 21st century transportation infrastructure system is essential. In order to continue the consistent and strong economic growth and job creation in the tri-state area, critical transportation infrastructure requires increased state and federal funding.

Transportation projects and improvements in Dubuque include:

- Completion of the Southwest Arterial shared-use bike and pedestrian trail
- Design, ~~Right~~right-of-way property acquisition and construction of East-West corridor capacity improvements
- ~~Improvements~~Safety improvements and enhancements of the twelve (12) existing at-grade railroad crossings in Downtown Dubuque
- Intersection ~~enhancements~~capacity and safety improvements at the Northwest Arterial and Highway 20 intersection

REQUESTED ACTION

In order to increase transportation revenue for these and other important transportation projects the City requests support of the Iowa Department of Transportation Commission to maintain its current programmed funding and increased opportunities for funding to ensure implementation of priority transportation projects.

b. RAILROAD SAFETY AND DELAYS

Downtown railroad tracks cleave the community, separating poorer neighborhoods from employment and recreational opportunities. Already, 8-10 trains park in downtown Dubuque for 20-30 minutes each as they pass through the community, causing traffic to and from the Kerper Boulevard Industrial Park and Chaplain Schmitt Island to be delayed for long periods of time. Cumulative Railroad crossing delays of up to 90 minutes daily (including during peak times) impair the efficient movement of people and goods and impose additional costs on businesses. This transportation barrier will grow larger with the merger of the Canadian Pacific and Kansas City Southern railroads, as train traffic will nearly double to 18 trains per day that are forecasted to pass through Dubuque by 2027. The additional train traffic will cripple the downtown traffic network, causing significant delays and safety related concerns in response times for first responders.

REQUESTED ACTION

The City would like to thank the Iowa Department of Transportation Commission in support of the City's application and award of the \$25M RAISE Capital grant to construct a vehicular and pedestrian grade separated railroad overpass at 14th Street. ~~The City also requests an increase in IDOT Quiet Zone Funding. The City also requests the support of the Iowa DOT Commission for at-grade railroad crossing safety improvement funding. The City also requests the Iowa DOT Commission consideration of including in their 5-year program, funding for intersection capacity and safety improvements enhancements at the Northwest Arterial and Highway 20 intersection~~

c. IOWA'S ROAD USE TAX FUND (RUTF)

According to Iowa Code, road use tax funds (RUTF) are studied every five years in order to identify alternative revenue options that could support and enhance the fund as traditional transportation modes evolve and older funding streams diminish.

Local governments recognize that local transportation systems carry great importance not only for public safety and quality of life, but also for mobility, commerce, community vitality and economic development. The transportation system is in demand 24 hours a day, regardless of its road and bridge conditions or other factors. When existing funding sources are inadequate to address failing or deteriorating infrastructure needs, local governments are faced with aging and limited infrastructure as well as safety concerns.

While the State of Iowa's gas tax increase in 2015 increased current and near-future Road Use Tax Fund revenues, consideration needs to be given to future road funding needs and mechanisms as Iowa's drivers purchase fewer gallons of conventional vehicle fuels.

REQUESTED ACTION

Investigate alternative funding mechanisms to increase funding for Iowa's transportation infrastructure. Study to include possible additional revenues from agricultural, energy, and other sectors that have heavy traffic and load impacts on Iowa's transportation systems.

d. PASSENGER RAIL

Through the Envision 2010 process, the Citizens of Dubuque have established a Passenger Rail Committee to support and promote the return of passenger rail service from Chicago to Dubuque.

There is a Memorandum of Understanding with the State of Illinois to implement passenger rail service between Chicago and Dubuque. Currently funding provides for connection from Chicago to Rockford, Illinois. The City has been successful in partnership with DMATS and the local Ride the Rail citizen group in securing funding for the feasibility study of passenger rail return from Rockford to Dubuque.

REQUESTED ACTION

Continue to support the return of passenger rail from Chicago to Dubuque, with local and regional partners.

~~5. DUBUQUE REGIONAL AIRPORT~~

~~a. SUPPORT COMMERCIAL AIR SERVICE FOR DUBUQUE REGIONAL AIRPORT~~

~~The loss of commercial air service in Dubuque has created significant negative impacts on the regional economy. Return of commercial air service is a top priority of the community and the region. The City and its partners seek the support of partners at all levels of state government to return this essential transportation connectivity to Dubuque and the region.~~

~~REQUESTED ACTION~~

~~Provide funding and advocacy to expand commercial air service for Dubuque Regional Airport.~~

~~b. AIRPORT VERTICAL INFRASTRUCTURE FUNDING SOURCE UPDATE~~

~~Vertical infrastructure needs at Iowa's general aviation and commercial service airports remain high. DBQ supporting legislative efforts to update the source of funding for airport buildings from gaming revenues to aircraft use and lease taxes.~~

~~REQUESTED ACTION~~

~~Beginning with the 2026 fiscal year, aircraft use and lease tax revenues be deposited in the State Aviation Fund to fund the Commercial Service Vertical Infrastructure program and General Aviation Airport Vertical Infrastructure program.~~

~~c. FEDERALLY MANDATED AIRPORTS FIREFIGHTING~~

~~For decades the federal government has mandated the use of aviation firefighting foam which contained perfluoroalkyl and polyfluoroalkyl substances.~~

~~The Federal Aviation Administration's "Aircraft Firefighting Foam Transition Plan" outlines the process for replacing these firefighting foams. The Plan also highlights the costs airports will incur as equipment such as fire fighting vehicles and equipment will require either complete decontamination or replacement. Currently, the replacement costs for fire fighting vehicles exceed \$1 million per truck, with a minimum of a two-year wait between the date of order and the time of delivery at the airport.~~

~~REQUESTED ACTION~~

~~DBQ supports an aviation industry led transition to new aviation firefighting foams. The Association also supports the use of State Aviation Fund monies for equipment and vehicle decontamination and/or replacement costs.~~

~~d. AIRPORT SERVICE PROVIDER AGREEMENTS~~

~~Each of Iowa's commercial airports, along with several general aviation airports, enter into agreements with companies to provide services such as aviation fuel sales, passenger hospitality offerings, car rentals, airport facilities management and airport operations.~~

~~These negotiated agreements are based on local airport needs, aviation industry trends and the local economy.~~

~~REQUESTED ACTION~~

~~DBQ strongly supports the continuation of current state laws which allow individual airports to negotiate agreements with service providers. Locally developed and negotiated agreements are the time-tested method for providing needed aviation and traveler-related services in our state.~~

~~e. AIRPORT LAND USE FOR ENERGY PROJECTS~~

~~As airports seek ways to generate non-property tax revenues, the use of non-aeronautical airport lands for solar energy generation has become a viable option.~~

~~-I~~

~~**REQUESTED ACTION**~~

~~The grounds of a public airport should not be included in any proposal to regulate the placement of solar energy conversion equipment.~~

6. HOUSING

~~a. STATEWIDE BUILDING CODE ADOPTION / UPDATES TO BUILDING CODES~~

~~The creation of a statewide building code, with no ability for local amendments, would be extremely detrimental to the safety of residents and could create costly issues for developers who are attempting to rehabilitate buildings. Without a proper development of a statewide code, there will be several years of ambiguity and the inability to enforce any building code.~~

~~A proper review of a Statewide Building Code requires several years of committee review specific to each trade represented in the code. Things that must be considered for each trade include;~~

- ~~• How will this affect older cities?~~
- ~~• Were proper records kept to support “at the time of construction” language in a code?~~
- ~~• Is adopting varying years of International Code congruent? Do the references “dead end”?~~
- ~~• Would the State be able to support the number of appeals, and requests for modifications?~~
- ~~• Codes reference types of buildings, are they applicable throughout the State as they are intended to apply?~~
- ~~• Can cities support any additional needs created by fire code updates or amendment carve outs completed by the State?~~
- ~~• What is the cost associated with the adoption, for the State and local enforcement?~~

~~Dubuque is one of the oldest cities in the State, and therefore has extensive experience with trying to enforce building codes that reference “at the time of construction”. Records are not readily available from the 1950s through the 1990’s, and significantly unavailable prior to that date; therefore, the building codes adopted at the time of construction will be impossible to determine. Any enforcement attempted for these codes will be an appeal to the State for review. The State is not currently funded to support this many reviews from the City of Dubuque alone, much less the many other cities similarly situated.~~

~~Many federal grants require the adoption of the two most recent code cycles for all building codes to be eligible for funding. Most significantly, FEMA funds are tied to this requirement. Some State building codes are already outdated, by over ten years and three editions, this needs to be remedied. Failing to adopt the most recent building codes will reduce Cities and the State ISO rating in the Building Code Effectiveness Grading Schedule. ISO ratings are used to determine insurance rate schedules, including homeowner insurance rates, and recovery funding from FEMA. This will have a significant impact on Iowa’s economy and the ability to recover from a disaster. A quote from the FY 2021 FEMA BRIC grant priorities:~~

~~*“The priorities for the program are to incentivize natural hazard risk reduction activities...and to increase funding to applicants that facilitate the adoption and enforcement of the latest published editions of building codes.”*~~

~~REQUESTED ACTION~~

- ~~• Work with professional associations, such as the Iowa Association of Building Officials, to form committees for a proper review of code before adoption.~~
- ~~• Legislators/writers cannot complete this task appropriately, professionals in the building code field need to be commissioned for this.~~

- ~~If local amendments are not allowable, remove all “at the time of construction” language in any International Code; it is not enforceable language in most Iowa cities. Explore other options that balance economic feasibility for developers and safety.~~
- ~~Codes adopted MUST be in the last two code cycles, or all FEMA assistance potential will be lost.~~
- ~~Adopt the 2023 National Electrical Code (NEC) without further delays.~~

b. SMART GROWTH WORKFORCE HOUSING GRANT PROGRAM

Creation of the *Smart Growth Workforce Housing grant program under the discretionary policy of the Iowa Finance Authority* provides greater opportunity for the City of Dubuque and its partners to stabilize the community and will prioritize environmentally sustainable development and will promote economic development. This grant program was established in the 2010 legislative session. The program, however, lacks funding.

Definition

Smart Growth practices are settlement patterns that avert urban sprawl by encouraging more compact development, greater transit use, and enhanced environmental protection. *Workforce housing* is normally defined as housing affordable to households earning between 80 percent and 120 percent area median income (AMI). *Affordable*, in the housing industry, means a household pays no more than 30 percent of its annual income on housing. Smart Growth Workforce housing is the combination of these concepts – the development of sustainable, transit-oriented housing that is affordable for our workforce.

What *can* our workforce households afford to pay for housing? “The National Housing Act of 1937” created the public housing program... [wherein] a tenant’s income could not exceed five to six times the rent; and by 1940 income limits gave way to the maximum rent standard in which rent could not exceed *20 percent of income* – in practice, the same as the predecessor income limit standard. Over the decades, that percentage has risen, so that by 1981 the threshold was set at *30 percent of income*. Households that spend over 30 percent of income on housing are considered cost burdened. *Why the increase? Was it truly deemed a more appropriate benchmark?* Or was it simply in response to an increase in housing costs and the government’s inability to subsidize housing for an ever-growing number of struggling households?

Over the past decade, rising housing costs have outpaced the average salary across the United States – in some areas by two- to five-fold. Many workers in urban areas have dealt with this discrepancy by living far from their downtown jobs or by living in housing they can’t afford. Unfortunately, the former solution is offset by an increase in transportation costs. And what is the price we pay for the latter solution? “Families who pay more than 30 percent of their income for housing are considered cost burdened and may have difficulty affording necessities such as food, clothing, transportation and medical care.” In fact, a full 37% of homeowners and 50% of renters today are cost burdened.

Fortunately, housing costs in smaller urban and rural areas are often within closer reach for workforce households. However, in areas where vacancy rates are low – calling for the production of new units – development of quality housing is financially impossible, as operational income on the properties is not enough to cover interest payments on the project mortgage. *Low local rent levels, although beneficial for tenants, preclude developers from creating new units*, despite a community’s housing shortage. For this reason, *many developers have turned to the LIHTC program to make their projects financially feasible, whether or not this fulfills the community’s particular housing demand.*

Meanwhile, the recent economic downturn and housing market woes have combined to create a new class of workers, forced into the rental market because they do not qualify for a mortgage. Displaced workers with homes that won't sell, families who've had their homes foreclosed, young professionals with student loans, and households that might otherwise be able to afford mortgage payments if only they could come up with the higher requisite down payment demanded in a tight lending climate – all of these are moving into the rental market. This creates a rather sudden increase in the demand for rental residential units for households that are neither wealthy, nor are they eligible for low-income housing.

The creation of affordable housing options for our workforce allows communities to attract and retain quality employers. If the only housing that developers can afford to produce is intended for low-income or wealthy households, we should not be surprised to see such a disparity in our communities' income levels. To have a healthy mix of incomes, we must have housing options available for all income levels.

REQUESTED ACTION

- Fund the Iowa Finance Authority Smart Growth Workforce Housing grant program.
- Allow access to funds from the National Housing Trust Fund for the rehabilitation of dilapidated and long-vacant properties, despite having a prior residential use.

eb. WORKFORCE HOUSING TAX CREDITS

The "sun-setting" of the Iowa Economic Development Authority's Enterprise Zone program in 2014 resulted in the creation of two new tax credit opportunities under the High-Quality Jobs Program: one for economic development and the second for workforce housing. The City of Dubuque supported this policy decision in the 2014 legislative session; however, some refinement of the workforce housing tax credit program ~~will be~~was necessary in order to meet the demand identified by the State of Iowa. ~~The legislative changes in 2014 expand access to~~The City of Dubuque appreciates the worthwhile housing
Legislature's leadership in separating the Workforce Housing Tax Credit program, but the from the
broader economic-development tax-credit cap is unnecessarily limiting. This change appropriately
recognizes workforce housing as a statewide housing necessity, not a business-development incentive

REQUESTED ACTION

- Increase the Workforce Housing Tax Credit program's annual allocation to better match demand and allow communities to accelerate housing supply for workers, employers, and local economies.
- Update per-unit cost caps and eligible expense definitions so the program can support projects despite rising construction, labor, and financing costs.
- Continue improving application review timelines to help projects proceed more quickly and reduce financing costs driven by delays.
- Provide additional flexibility for adaptive reuse, rehabilitation, and infill projects, which often face higher upfront costs but add density and revitalize existing neighborhoods.

~~REQUESTED ACTION~~

~~The City supports moving the workforce housing tax credits out of the aggregate Iowa Economic Development Authority's Economic Development Tax Credit Cap. The workforce housing program is a housing program and not a direct economic development incentive and should not be restricted as such.~~

7. TECHNOLOGY & INNOVATION

a. BROADBAND INFRASTRUCTURE

Dubuque supports state efforts to expand broadband in the state. Like water, sewer, energy and roads, affordable, available and accessible broadband 100/20 (defined as 100Mb download and 20 Mb upload) service with capacity to support 1 Gigabit (1000/1000) symmetrical service or greater is necessary to support the quality of life of our families and the competitiveness of our businesses. State policy should support and incent public/private collaborations to accelerate broadband access and services. State policy should support innovations in new technologies and flexibility in existing systems like the Iowa Communication Network (ICN). State policy should fund innovative approaches by local communities to bring broadband speed and services to under-served and hard to serve populations. State policy should not hamper local municipalities from directly addressing the issue and providing service to citizens where appropriate. Also, while we support the concept of improved efficiency and transparency in the regulatory process to encourage private broadband investment, we ask that care be taken with State policy to assure there is sufficient flexibility for local government to be able to respond to local complexities and needs with permitting, licensing, and regulatory decisions. Preservation of the use of the public right of way for utilities provides benefits to all right of way users. Reasonable regulations that provide for efficient use of sometimes very limited public right-of-way space is a wise investment that pay dividends in the future to all taxpayers. When the first utility into a location inefficiently installs their utilities, it drives up future installation costs for utilities that follow behind. The additional incurred costs by the following utilities are then passed on to rate payers. Individual residents and commercial property owners can also incur additional costs installing private service laterals when utility conflicts exist in front of their private property. Lastly, if the State chooses to "target" its broadband efforts, those targets should not be based on artificial distinctions of "urban versus rural" or "small versus large", and "served versus unserved" mapping that heavily relies on advertised speeds but rather on key consideration of available, affordable, and accessible broadband access in a specific location versus larger community-wide areas. A Broadband issue in our community is the consequence of existing broadband infrastructure that is deficient relative to both the last mile and middle mile transport facilities used in underserved populations. The current infrastructure is out-of-sync with both the greater population densities and the collective broadband needs of the residents and businesses within areas of the community.

REQUESTED ACTION

- Continue to support policy and funding for expansion and universal access to broadband in the State of Iowa with emphasis on support for wireline (fiber) technologies supporting middle and last mile solutions. We continue to support Home Rule around location and policy regarding broadband resources.
- Redefine "rural" and create an equitable formula for the distribution of broadband grant funding and other broadband funds throughout the state of Iowa.
- Update broadband availability maps with data reflecting address-based test data from neutral non-vendor sources versus FCC Form 477 carrier reported maximum advertised "available" internet speeds removing barriers for challenging the accuracy of the maps.
- ~~Support for local digital equity and inclusion initiatives.~~ Foundational digital skills are now necessary for every occupation in the US, yet roughly one-third of unemployed individuals in the US lack these foundational skills and cannot compete for 75.2% of the current job openings. It is vital to invest in new digital literacy upskilling grants to expand access to high-quality digital skills instruction that meets industry and workforce needs.

9. EMERGENCY MANAGEMENT & HOMELAND SECURITY

a. FLOOD MITIGATION PROGRAM

Federal Emergency Management Administration has asserted that for every one dollar expended in disaster mitigation programs/projects, taxpayers save four dollars in recovery costs. The newly established State Flood Mitigation program is designed to leverage local and federal dollars with state financial assistance and is funded up to \$600 million over the next twenty years. This amount will most likely be insufficient in addressing the flood mitigation infrastructure demands of Iowa cities.

REQUESTED ACTION

We urge legislators to continue to appropriate funds annually to the flood mitigation account in order to support local governments faced with high costs of these public infrastructure flood mitigation programs in order to protect the lives and property of Iowa citizens.

b. ~~COMBINED~~ EMERGENCY COMMUNICATIONS & EMERGENCY OPERATIONS CENTER

Dubuque County has experienced eleven presidential disaster declarations since 1999. Increased frequency and impacts of disasters on the City of Dubuque has created the need for expanded facilities. The City of Dubuque and Dubuque County partnered to create a combined E911 Center which offers expanded space and best possible working environment. Regionalization of the E911 Center could provide multiple counties emergency call service with greater efficiency and at a lower cost. Support for regionalization consolidation of E911 centers will provide maximum assistance for Iowa citizens with increased cost efficiency and savings.

The next phase of the City and County of Dubuque partnership is to combine the emergency call center with the emergency operations center to provide maximum efficiency in the delivery of emergency services. Combining emergency operations and communications will deliver services more effectively and efficiently to efficiency for the citizens of Dubuque and Dubuque County.

~~Emergency Operations Centers have been in place throughout the state of Iowa for decades. The City of Dubuque's Emergency Operations Center is currently located at the Dubuque Emergency Responder Training Facility. It had been previously located in the Dubuque Fire Headquarters basement since the mid twentieth century. EOCs were built during the Cold War and with a focus on civil defense. Today, with more frequent and extreme weather events as evidenced by Dubuque's high number of Presidential Disaster Declarations, demand for a new combined center is evident.~~

~~The Emergency Communications Center is located in the Dubuque County Law Enforcement Center. It is in the middle of the building and is restricted for future growth. Currently there are six full console positions. With the numbers of calls and the severity of some of them, there is a need to have additional capacity for call taking and dispatching. The Center has been remodeled several times and future expansion is limited. During the pandemic, the Communication center had to be split into 2 different rooms to maintain social distancing. The center has completed the updating of its radio system to a P25 System with all Public safety agencies using the new system at this time. Even though updates to the radio system have occurred at current location, there still are restrictions on growth and capabilities during high volume times and disasters.~~

~~In order to respond to the well-being and safety of the citizens of Dubuque, and to the increased demand for services created by more frequent disasters, and in order to replace aging and inefficient~~

~~facilities, efforts are underway to explore funding opportunities that would enable the creation of a combined Emergency Communications and Emergency Operations Center.~~

The State of Iowa has partnered with many larger city ~~/and~~ county ~~governments~~government to assist in funding combined emergency communications centers and emergency operations centers. Although some local funding has been allocated from the City and County to relocate the ~~911 Center~~E911 Center, there will still be a need for additional funds ~~for 911 Center and complete for~~to co-locate the Emergency Operations Center ~~to be co-located~~ with the ~~911~~E911 Center.

In 2024 the HSEMD incurred more E911 expenses than revenues. The department was not able to go to the legislature to increase the E911 surcharge and instead are currently billing local county E911 boards to make up the difference. As a result, the state is incurring costs for E911 services that are being passed on to local governments E911 boards resulting in deficits for local county E911 boards.

REQUESTED ACTION

- Work with area legislators to explore opportunities for partnership and funding for a combined Emergency Communications and Emergency Operations Center. Specifically in support of legislation authorizing a county EMA levy to cover combined capital and operating costs for combined emergency operations and communication centers.
- Support increasing 911 Surcharge funding percentage to get the 911 Funds back into the local's hands to assist local 911 Service Boards ~~with maintaining 911 system~~to maintain 911 systems and support paying for the State HSEMD for state department expenses.

910. PUBLIC SAFETY

a. END THE ILEA MORITORIUM ON CHANGES

Currently the Iowa Law Enforcement Academy has a moratorium on changes due to a Governor's Executive Order. By having a moratorium, the ILEA leadership is hampered on making changes that best suit the needs of all agencies within the State of Iowa. For example: training is conducted at the most basic level to accommodate those agencies who do not have or have very limited field training programs. This does not take into account agencies that use ILEA certified instructors and certified field training officers to conduct robust field training programs, essentially re-creating the training given at ILEA.

REQUESTED ACTION

Allow ILEA to conduct administrative changes as needed (Governor's Executive Order prohibits), to allow for different academy options as needed. Identifying that not all agencies have the same training requirements.

b. FIREARMS & VIOLENT CRIME

On January 24, 2017, Dubuque Chief of Police Mark Dalsing and Davenport Chief Paul Sikorski, along with the County Attorneys from Polk and Blackhawk Counties, and the Mayor of Des Moines, testified before the Iowa Senate Judiciary Committee to request the State take a harder look at firearms and violent crime issues across the state.

REQUESTED ACTION

- Requirements for high, cash-only bonds for crimes involving firearms or violent crime.
- Review of existing codes to determine if penalties are sufficient (as compared to federal penalties).
- Exploration of new codes to address additional unauthorized persons possessing firearms (as compared to federal codes).
- Exploration of limitations on plea bargains for cases involving firearms or violent crime.
- Review of sentencing guidelines for gun crimes, including mandatory minimums.
- Analytical research into the individuals involved in gun crime and violent crime for commonalities and cause and effect variables so effective treatment can take place.

b

c. MENTAL HEALTH/EMT TEAMS TO SUPPORT POLICE & COMMUNITY SAFETY

State leadership and funding is required to establish and support alternative teams of local community service providers to work with local police professionals to address public safety. Police professionals are called upon more frequently to serve as first responders, mediator, mental health counselor, and social worker.

REQUESTED ACTION

Create a state task force to study replicable models that could address the need for support teams for local police. Identify funding sources for mental health professionals, medical professionals and social workers who would staff this expansion of community service to residents.

~~c. FULL FUNDING FOR JUDICIAL BRANCH SERVICES~~

~~Public safety and basic tenet of judicial process depends upon a robust fully funded judiciary which provides for its citizen clients: access, timely processing, staffing and services. Critical funding must be provided for all judicial services including juvenile court offices and services, drug court, and judicial access.~~

~~REQUESTED ACTION~~

~~Support legislation which provides full funding for the requested budget of the State of Iowa's judicial branch. To do otherwise jeopardizes work being done with youth and is a compromise to public safety.~~

d. HATE CRIME STATUTE

According to FBI Hate Crime Statistics, hate crimes against people based on gender identity are on the rise. The 2019 data indicates that 2.7% of reported hate crimes were committed against people based on gender identity. This compares to 2.2% of reported hate crimes in 2018, 1.6% in 2017, 2.0% in 2016, 1.7% in 2015, 1.8% in 2014, and .5% in 2013 (the first year that hate crimes based on gender identity were reported). Note that not all jurisdictions report hate crime statistics to the FBI and jurisdictions like Iowa would report zero based on gender identity because state law omits gender identity from the hate crime statute.

As of September 2021, 22 states plus the District of Columbia and two territories have hate crime laws that include gender identity. Iowa is one of 11 states whose hate crime law includes sexual orientation but does not include gender identity.

http://www.lgbtmap.org/equality-maps/hate_crime_laws.

A 2016 murder in Burlington garnered national attention when local law enforcement officials could not charge the homicide as a hate crime based on the lack of including of gender identity in the statute.

<https://www.nytimes.com/2017/10/26/us/transgender-iowa-murder-trial-kedarie-johnson.html>.

In addition, we continue to hear concerns from community members of color that they find themselves in situations where someone is trying to instigate a fight using racial slurs. When the situation in fact escalates to a fight, both parties are typically charged with disorderly conduct. Enhancing the disorderly conduct penalty for a person who uses slurs or other indicia of bias to select their victim and instigate a fight may deter the use of these “fighting words” which are tantamount to a breach of the peace and enhance community safety and security for community members of color.

The American Psychological Association, which takes a public health approach to violence prevention, notes that dehumanization of unfamiliar groups and targeted aggression that is behind hate violence can result in more dramatic psychological effects on victims as compared to crimes that are not motivated by bias. In addition, hate crimes tend to decrease feelings of safety and security in the community for members who share the victim’s group status.

<http://www.apa.org/advocacy/interpersonal-violence/hate-crimes.aspx>

REQUESTED ACTION

Amend hate crimes statute to include gender identity and to add disorderly conduct Iowa Code 723.4 as a crime subject to penalty enhancement.

e.

e. FULL FUNDING FOR JUDICIAL BRANCH SERVICES

Public safety and basic tenet of judicial process depends upon a robust fully funded judiciary which provides for its citizen clients: access, timely processing, staffing and services. Critical funding must be provided for all judicial services including juvenile court offices and services, drug court, and judicial access.

REQUESTED ACTION

Support legislation which provides full funding for the requested budget of the State of Iowa's judicial branch. To do otherwise jeopardizes work being done with youth and is a compromise to public safety.

f. REVIEW OF THE MFPRSI PENSION.

In recent years the State of Iowa has allowed for modifications to the IPERS law enforcement pension. Particularly carving out an "early out" option for Sheriff's and Deputies. This request is for the legislative branch to include MFPRSI in pension talks when other pensions are being adjusted.

REQUESTED ACTION

Review recent changes to the IPERS and State Patrol pensions that make their pensions more lucrative. Such as the option of early retirement (with penalty).

g. SNOW REMOVAL OPERATOR ADDITION TO IOWA CODE 321.267A.

For years, emergency responders and law enforcement officers involved in accidents in the line of duty have had the benefit of Iowa Code Section 321.267A. Upon completion of the proper DOT form by the employee's supervisor, the work-related accident did not count against their driving record.

REQUESTED ACTION

Our ask is that this benefit be extended to government employees operating snow-removal equipment in anticipation of, or in response to, winter precipitation events. These workers are out in the most stressful and worst conditions and deserve this protection as they ensure police and ambulance drivers can respond to emergencies and the public can safely travel.

h. REVIEW OF LAW ENFORCEMENT HIRING PROCESSES (CIVIL SERVICE & CODE REQUIREMENTS)

Current hiring practices for law enforcement in Iowa require a Civil Service test. The test is a basic skills test and is governed by Civil Service Commissions with guidance from State Code Chapter 400. The testing is set by the state and has not been updated in a very long time. Additionally, if asked, there is no context or background as to why a civil service list needs to be established for hiring. The current civil service law hinders "real time" hiring practices and hinders ongoing hiring practices. Additionally, hiring practices such as very restrictive eye sight requirements, is antiquated and needs to be evaluated for modern eye care standards.

REQUESTED ACTION

Review legislative restrictions allowing for more options for training of new officers to receive certification. Current practice hinders "real time" hiring due to limited academies.

11. LIBRARY SERVICES

a. ENRICH IOWA

Enrich Iowa is a state aid program for Iowa's libraries. Until recently, Iowa was one of eight states without direct state aid to libraries. Current state funding is at \$1 million statewide versus the recommended \$3 million for full funding. If Enrich Iowa were fully funded, the Carnegie-Stout Public Library could realize a significant increase annually in state aid.

REQUESTED ACTION

Support efforts to increase funding for the Enrich Iowa program.

b. HOMETOWN GOVERNANCE FOR PUBLIC LIBRARIES

Local autonomy of Iowa's libraries is a long-held value of the State. Most of Iowa's public library boards have the type of authority referred to as "administrative authority." This authority is granted to public libraries in Iowa by virtue of two documents, namely the Code of Iowa Chapter 392.5 and the local library ordinance.

REQUESTED ACTION

Preserve hometown governance of Iowa's public by maintaining support for the autonomy of public library boards to create and adopt appropriate local policies.

c.

11 ENSURE ACCESS FOR ALL

Providing all information resources directly or indirectly by the library, in a variety of needful formats or methods, to all library users is a foundation tenet of librarianship. Access to all creates and informed citizenry and directly benefits the quality of life for all in the state.

REQUESTED ACTION

Support broadband development funding and program initiatives to digital inclusion, access, and affordability.

12. HUMAN RESOURCES

a. MUNICIPAL FIRE & POLICE RETIREMENT SYSTEM OF IOWA

Police and firefighter pensions are funded through the Municipal Fire & Police Retirement System of Iowa (MFPRSI). Employees contribute a fixed 9.4 percent of their salary, while their employers contribute at a variable rate, with a statutory minimum of 17 percent.

The city contribution rate is set by the nine-member MFPRSI board to meet actuarial requirements. The board includes four members representing police and firefighters, four members representing cities, and one private citizen – all serving four-year terms.

The employer contribution rate was 17 percent from fiscal years 1997 through 2003. As a result of market crashes after the September 11, 2001, attacks, it was gradually raised to 28.21 percent in Fiscal Year 2006 before again dropping to the statutory minimum in Fiscal Year 2010. Since then, it increased to 19.90 percent in Fiscal Year 2011, 24.76 in Fiscal Year 2012, 26.12 percent in Fiscal Year 2013, 30.12 percent in Fiscal Year 2014, 30.41 percent in Fiscal Year 2015, 27.77 percent in Fiscal Year 2016, 25.92 percent in Fiscal year 2017, 25.68 percent in Fiscal Year 2018, 26.02 percent in Fiscal Year 2019 and 24.41 percent in Fiscal Year 2020.

The problem with MFPRSI is largely about the variability of the contribution rate. Cities' IPERS contribution rates since 1994 have never been below 5.75 percent and never been above the current 9.44 percent – a difference of 64 percent. With MFPRSI during the same period, however, the difference between the statutory minimum and the maximum (30.41 percent in Fiscal Year 2015) is almost 79 percent.

Another small but contributing factor is the state's decision to phase out payments to MFPRSI. At one time, the state contributed 3.79 percent of payroll to the system – an amount that would be more than \$9 million now. Then the contribution level became a flat \$2.7 million – and it's dwindled since then. The state used to contribute \$1.5 million a year and now they contribute zero.

In a larger context, the public-safety-pension issues relates to local control. Cities cannot bargain with police and firefighter unions on pensions, yet they have to fund them at state-mandated levels.

REQUESTED ACTION

The State of Iowa shall fund their obligated percentage for their share (3.79%). ~~Change~~If the State elects not to fund their obligated percentage, consideration must be given to parity among the sister systems (IPERS and State Patrol System) and any residual impacts on failure of the state to fund their share which may include changing legislation to lift the cap for ~~the~~ employee contribution and ~~consider~~ reducing enhanced benefits for new benefits for new employees ~~coming~~ into the MFPRSI system, which will result in non-parity.

b. 411 SUBROGATION

Currently in Chapter 411, cities are not allowed to seek reimbursement from Third Parties for costs incurred for Police and Fire injury and illness claims. As such, a Police or Fire employee may collect against the City for an injury or illness claim and collect a second time for the same incident against a Third Party. If the employee is successful in getting payment from the Third Party, the City is currently not able to obtain reimbursement (subrogate) from the Third-Party payment.

REQUESTED ACTION

Amend Chapter 411 to allow cities to seek reimbursement from third parties for costs incurred for Police and Fire injury and illness claims.

c. CONTINUATION OF GROUP INSURANCE

Iowa Code Section 509A.13 states:

“If a governing body, a County Board of Supervisors, or a City Council has procured for its employees accident, health, or hospitalization insurance, or a medical service plan, or has contracted with a Health Maintenance Organization authorized to do business in the state, the governing body, County Board of Supervisors or City Council shall allow its employees who retired before obtaining sixty-five years of age to continue participation in the group plan or under the group contract at the employee’s own expense until the employee obtains sixty-five years of age.”

The Governmental Accounting Standards Board (GASB) has issued an Accounting Standard Statement 75, related to other post-employment benefits. This statement requires public employers sponsoring and subsidizing retiree health care benefit plans to recognize the cost of such benefits on an accrual basis. This post employment benefit is provided in the form of an implicit rate subsidy where pre-age 65 retirees receive health insurance coverage by paying a combined retiree/active rate for the self-insured medical and prescription drug plan. This creates a liability that must be reflected on the year-end financial statements. We are not required to fund this obligation; however, the total obligation appears in our Comprehensive Annual Financial Report.

REQUESTED ACTION

Repeal Iowa Code 509A.13, Continuation of Group Insurance- and address consequences of SF383 as provided for below

d. SF 383 – PBM REFORM AND ITS IMPACT ON COSTS

We appreciate the intent behind SF 383, passed during the 2025 legislative season, and share the goal of supporting Iowa's independent and rural pharmacies. However, as currently implemented, this law is among the most restrictive PBM reform measures in the country, and it is producing significant unintended consequences for taxpayers, employers, and employees. Iowa's law limits employer flexibility more than states like Minnesota or Wisconsin, which allow cost-saving measures while still supporting rural pharmacies.

Key Concerns

- **Cost Impact:** SF 383 will increase costs to the state employee health plan by \$7.8 million annually and add approximately \$340 million in costs to private-sector health plans statewide, raising costs by about \$169 per insured Iowan per year.
- **Local Impact:** For the City of Dubuque, these changes are projected to add \$400,000 to our health plan expenses in 2026.
- **Broad Restrictions:** The law prohibits cost-saving tools, mandates a \$10.68 dispensing fee per prescription, and restricts employers from guiding employees toward lower-cost options. These provisions significantly limit flexibility in plan design and increase costs for working families.

Iowa Association of Business and Industries' Position

As the Iowa Association of Business and Industry (ABI) stated:

"ABI members and Iowa businesses support policies that improve access to care. But this legislation simply shifts hundreds of millions of dollars in new costs to employers and working families." ABI and other business leaders have urged lawmakers to consider a more targeted approach that supports small, independent pharmacies without imposing massive cost increases on Iowans.

Additional Risks

- **ERISA Preemption:** SF 383 imposes mandates on employer-sponsored health plans that may conflict with federal ERISA standards, creating litigation risk and compliance uncertainty.
- **Pending Lawsuits:** Similar PBM laws in other states have faced legal challenges, resulting in costly litigation and delayed implementation. Iowa could face similar challenges if the law remains unchanged.

REQUESTED ACTION

We respectfully ask the Iowa Legislature to revisit SF 383 and consider amendments that:

- Maintain support for rural and independent pharmacies.
- Reduce unnecessary cost burdens on taxpayers and employers.
- Align Iowa's PBM regulations with federal standards to avoid ERISA conflicts and litigation risks.

13. IOWA CODE CHANGES

a. MOBILE HOME COMMUNITY PROTECTIONS

Legislation on mobile homes and mobile home communities was adopted at a time when mobile homes were truly mobile. Today, mobile homes are more stationary than they have been historically. Iowa laws have not been updated to reflect this important and highly consequential change.

Mobile home communities can be a viable choice for families in need of affordable housing. Iowa lacks affordable housing and must create affordable housing opportunities across the state. Therefore, review and reform of current law is vital. Specific recommendations include basic fairness considerations such as justification and notice requirements for lot rent increases and good cause for refusal to continue a lease, with clarification that legitimate business reasons can satisfy these requirements.

Today, some companies are using current law to their financial benefit and to the detriment of mobile home community residents. These predatory practices are putting vulnerable citizens in financially precarious situations and sometimes in financial jeopardy.

In addition, it is important that the Attorney General Consumer Protection Division have the ability to enforce against predatory practices.

REQUESTED ACTION

Advancing the goal of affordable housing for all Iowans requires a comprehensive review and reform of the State code related to mobile home community protections is necessary to protect Iowa citizens.

b. AUTHORITY TO PETITION FOR TITLE TO ABANDONED LOTS

A gap has been identified in Iowa Code, Chapter 657A; while cities can petition for title to abandoned residential, commercial, and industrial properties with buildings, cities have no authority under 657A.10B to petition for title to abandoned lots. Abandoned lots can be time consuming and expensive for cities to maintain.

REQUESTED ACTION

Include abandoned lots in Iowa Code, Chapter 657A and allow cities to petition for title to abandoned lots as well as abandoned residential, commercial, and industrial properties with buildings.

c. UNDERAGE & BINGE DRINKING

Current legislation provides for a penalty to be placed upon the establishment that serves minors. However, only a simple misdemeanor penalty is placed upon the underage person attempting to purchase alcoholic beverages. This does not discourage this problem, which is particularly prevalent in college-age students. In an effort to combat underage consumption and “Binge Drinking” by our college age population, we would ask legislative consideration to increase the simple misdemeanor penalty found in Iowa Code Chapter 321.216 and 123.50 to a higher penalty.

REQUESTED ACTION

Pass legislation to increase the simple misdemeanor penalty found in Iowa Code Chapter 321.216 and 123.50 to a higher penalty.

d. "GOOD MORAL CHARACTER" LANGUAGE

One of the criteria for the issuance of a State of Iowa liquor license is determined by "Person of Good Moral Character" as defined in State of Iowa Code 123.3 (26)(d). The State fails to consider the local municipality's interpretation of "Person of Good Moral Character" prior to issuing a liquor license.

REQUESTED ACTION

Urge legislators to eliminate "good moral character" language and replace it with objective standards.

e. ADULT ENTERTAINMENT

The City supports efforts by city attorneys to create legislation that would allow the city to regulate adult entertainment. Draft legislation would provide that cities and counties would regulate establishments that offer, allow or permit nude or semi-nude dancing.

REQUESTED ACTION

Support legislation drafted by city attorneys of Iowa giving the City authority to regulate adult entertainment establishments.

f. CLOSED SESSION RECORDS

State of Iowa Code 21.5(5)(b)(1) requires governmental bodies to seal the detailed minutes and audio recordings of closed sessions. By requiring that these records be sealed, the statute mandates that these records be preserved in hard copy form. Allowing governmental bodies to maintain these records electronically would be more efficient and cost-effective. With advancements in modern technology, there are numerous secure methods to restrict access to electronic records, ensuring their confidentiality and integrity while streamlining the storage process and reducing physical storage needs.

REQUESTED ACTION

Amend State of Iowa Code 21.5(5)(b)(1) to allow closed session minutes and audio recordings to be exclusively maintained in electronic format.

g. SIDEWALK LIABILITY

Amend Iowa Code 364.12 to address the recent court decision on sidewalk liability.

REQUESTED ACTION

The abutting property owner must maintain the area from the back of the curb to the right of way line and must keep such area in a safe condition free from defects, debris, nuisances, obstructions or any other hazard. The abutting property owner is liable for damages caused by failure to maintain such area. Notwithstanding the obligations imposed hereunder, the property owner may not remove diseased trees or dead wood or plant, trim, remove or treat any tree or plant material on public right of way without first obtaining a permit from the city forester.

h. CONFIDENTIAL RECORDS

Public records shall be kept confidential unless otherwise ordered by a court, by the lawful custodian of the records, or by another person duly authorized to release such information:

- a. A crisis intervention report generated by a law enforcement agency regarding a person experiencing a mental health crisis, substance-related disorder crisis, or housing crisis, when the report is generated for the specific purpose of providing crisis intervention information to assist peace officers under any of the following circumstances:
 - (1) De-escalating conflicts.
 - (2) Referring a person experiencing a mental health crisis, substance-related disorder crisis, or housing crisis to a mental health treatment provider, substance-related disorder treatment provider, homeless service provider, or any other appropriate service provider.
- b. A crisis intervention report generated for the purposes of this subsection shall be made available to the person who is the subject of the report upon the request of the person who is the subject of the report, and may be provided to a mental health treatment provider, substance-related disorder treatment provider, homeless service provider, or any other appropriate service provider in connection with a referral for services.
- c. Crisis intervention reports generated for the purposes of this subsection are not peace officers' investigative reports under subsection 5.
- d. Notwithstanding other provisions of this subsection, the date, time, specific location, and immediate facts and circumstances surrounding a crime or incident shall not be kept confidential under this subsection, except where disclosure would pose a clear and present danger to the safety of the person subject to the crisis intervention report or the safety of others.
- e. For the purposes of this subsection:
 - (1) "Crisis intervention report" or "report" means a report generated by a law enforcement agency to record the following information relevant to assess the nature of a crisis:
 - (a) Any biological or chemical causes of the crisis.
 - (b) Any observed demeanors and behaviors of the person experiencing the crisis.
 - (c) Persons notified in relation to the crisis.
 - (d) Whether suicide or injuries occurred in relation to the crisis and the extent of those injuries.
 - (e) Whether weapons were involved in the crisis and a description of the weapon.
 - (f) The disposition of the crisis intervention and any crime committed.
 - (2) "Housing crisis" means a situation where a person is experiencing homelessness, a lack of adequate or safe housing, or is in imminent danger of homelessness or lack of adequate or safe housing.

REQUESTED ACTION

Adopt language to amend Section 22.7 to reflect the above content.

|

1314. PLANNING & ZONING

a. EXPAND CITIES' EXTRATERRITORIAL JURISDICTION

Cities have extraterritorial jurisdiction (ETJ) for up to two miles from their corporate limits for subdivision review and approval only if the County has zoning for the rural areas. Extending the cities' ETJ to include review and approval of zoning changes would facilitate planned and managed growth. Legislation should provide incentives for governments to voluntarily plan together and identify recommended land use impact to be considered during the planning process. Support legislation that expands land management practices such as ETJ of cities to include review and approval of zoning changes.

REQUESTED ACTION

Support legislation enabling cooperative planning and effective land management practices.

b. SMART PLANNING PRINCIPLES

State agencies, local governments, and other public entities shall consider and may apply the following principles during deliberation of all appropriate planning, zoning, development, and resource management decisions.

REQUESTED ACTION

Support comprehensive planning and the Smart Planning Principles outlined in Iowa Code, including funding incentives for communities to adopt them, and oppose any legislation to remove or weaken the practice of sound planning in Iowa's communities.

c. LIVABLE COMMUNITIES

A livable community is one that is safe and secure, has affordable and appropriate housing and transportation options, and offers supportive community features and services.

REQUESTED ACTION

- Supports state policies that seek to improve quality of life by promoting development of safe, accessible, and vibrant environments. Policies should address neighborhood redevelopment, sustainable land use, mixed use developments, multigenerational and affordable housing, multi-modal transportation, and efforts to help residents age in place.
- Support legislation to enable land banking development trusts and similar community-based programs to address blight and disinvestment.
- Support legislation that promotes a culture of equity and inclusion that helps to transform Iowa into a place that honors our diversity as a strength.
- Supports increased investment in affordable housing programs, including the State Housing Trust Fund, Workforce Housing Tax Credits, and other programs that provide quality housing for low- and moderate-income families, reduce barriers to homeownership, and support the modification of homes to help people age in place.
- Support funding to help local communities plan for their housing needs.

d. HISTORIC SITE PRESERVATION GRANT PROGRAM (HSPG)

The State of Iowa needs to restore funding to the Historic Site Preservation Grant Program (HSPG). This program was the only “brick & mortar” fund to encourage cultural growth and development throughout the state of Iowa. The Historic Site Preservation Grant provided funds to acquire, repair, rehabilitate, and develop historic sites that preserve, interpret, or promote Iowa’s cultural heritage. Projects funded by this program had to promote an understanding of the record of human experience within Iowa.

All HSPG projects were limited to work on “vertical infrastructure,” which is defined in Iowa Code Chapter 8.57 as “land acquisition for construction, major rehabilitation of buildings, all appurtenant structures, utilities, and site developments.”

The maximum allowable grant request was \$100,000. The minimum allowable grant request was \$40,000. Projects required dollar-for-dollar cash match.

REQUESTED ACTION

Restore State funding for the Historic Site Preservation Grant Program (HSPG).

e. PROPERTY OWNERS ON HISTORIC PRESERVATION COMMISSIONS

Section 303.34 of the Iowa Code requires that “At least one resident of each designated area of historical significance shall be appointed to the commission.” This requirement is problematic for the City of Dubuque’s Old Main Historic District, which is primarily commercial. It would be beneficial for the City in the recruitment and retention of commissioners to be able to appoint property owners to represent historic districts. Furthermore, since historic preservation regulations apply to the rehabilitation, renovation, and restoration of property, allowing property owners to serve on the commission would be appropriate.

REQUESTED ACTION

Enact legislation allowing property owners in addition to residents to represent the historic districts on the Historic Preservation Commission.

f. STATE HISTORIC PRESERVATION OFFICE STAFF

With pending approval for federal dollars for infrastructure and other projects, there will be greater demand for Section 106 Reviews as part of environment review compliance.

REQUESTED ACTION

Increase SHPO staff to review Section 106 reviews in a timely manner.

g. TRANSPORTATION AND INFRASTRUCTURE

As the continual development and optimization of local- and state-owned transportation roadways increase accessibility to local amenities we encourage the continued collaborative partnership to make our roadways as safe as possible and the creation of opportunities for alternative modes of transit.

REQUESTED ACTION

- Support investment in healthy modes of non-motorized transportation, including expanding funding for local communities to plan for trails and bicycle routes.
- Support efforts to fund and encourage use of public transit.

- Supports efficient and environmentally friendly renovation of existing infrastructure, particularly roads, bridges, utility systems, and electronic vehicle facilities.

h. LOCAL CONTROL OF PLANNING ISSUES

Local planners possess a deeper understanding of the challenges facing their communities, enabling local jurisdictions to maintain control over planning decisions.

REQUESTED ACTION

Oppose legislation ~~that with unfunded mandates regulations or limits local planning and zoning powers. Examples include regulation of stormwater and soil conservation, use of building materials, and home occupations. bills that limit the flexibility necessary to implement priorities important to each individual jurisdiction~~

i. HOUSING

Recent housing studies at the state and local levels have highlighted a pressing need for the development of additional housing units, particularly those that provide affordable options.

REQUESTED ACTION

- Support increase investment in affordable housing programs, including the State Housing Trust Fund, Workforce Housing Tax Credits, and other programs that provide quality housing for low- and moderate-income families, reduce barriers to homeownership, and support the modification of homes to help people age in place.
- Support funding to help local communities plan for housing needs, including reform of local zoning regulations.

j. ENVIRONMENTAL PROTECTION, CLIMATE, AND CONSERVATION

With increasing storm-related events impacting our state and communities, we must prioritize programs that prevent or mitigate ~~the environmental~~ impacts ~~of climate change~~ and protect ~~the environment our natural resources~~.

REQUESTED ACTION

- Support funding and programs that facilitate and encourage nutrient reduction in Iowa's water bodies and watershed-level planning that addresses urban and rural water quality, flood mitigation, and water recreation.
- Support state policies that encourage and incentivize use of sustainable energy from renewable sources.

k. RECREATION AND CULTURAL PROGRAMS

Recognizing the value of recreational and cultural programs is essential for enhancing the quality of life in our state and communities, as they play a crucial role in attracting and retaining residents who seek a vibrant and engaging environment.

REQUESTED ACTION

Support programs and funding or incentives that provide a higher quality of life to attract and retain residents. This includes support and additional funding for like Enhance Iowa program, historic preservation, and cultural programs such as Great Places.

I. ECONOMIC DEVELOPMENT

Recognizing that tax increment financing is an important tool for local governments (rural and urban) and supports the flexibility provided under current law.

REQUESTED ACTION

Support legislation, policies, programs and funding that allow communities to encourage sustainable development and remove blight, such as brownfield/grayfield tax credits and other funding programs, and to attract and sustain quality jobs that provide livable and equitable wages.

15. PARKS & RECREATION

a. RESOURCE ENHANCEMENT AND PROTECTION (REAP)

REAP is a program in the State of Iowa that invests in, as its name implies, the enhancement and protection of the state's natural and cultural resources. The long-standing REAP funding formula provides money for projects through state agency budgets and in the form of grants.

REAP is funded from the state's Environment First Fund (Iowa gaming receipts) and from the sale of the natural resource license plate. The program is authorized to receive \$20 million per year until 2026, but the state legislature sets the amount of REAP funding every year. This year the average REAP appropriation is \$12 million.

REAP has been used extensively in Dubuque for land acquisition and trails. Most recently it was used to acquire an adjoining property to the Mines of Spain State Recreation Area and extension of the Northwest Arterial Trail which directly connects to the Heritage Trail as well as environmental restoration of Eagle Point Park and Four Mounds Park and most recently expansion of Four Mounds Park. All benefit tourism and connecting people to the outdoors with active recreation. The workforce for jobs in need of filling in our area are clamoring for more parks and trails amenities. This includes Iowans as well as persons moving from other states that have these amenities. If we wish a workforce for our future, we must invest in these areas. Since 1998 Dubuque County has received over \$7.72 million in REAP allocations for 228 projects for city parks and open space grants, conservation education, county conservation grants and allocations, historic resource development grants, land management, roadside vegetation, and soil and water enhancement ~~(from report dated 20232)~~.

Dubuque is in the large size city category. That means that the maximum grant ask of \$200,000. This cap has been the same since at least 1998. Construction costs have risen dramatically during the last 25 years, especially the last 3. Holding REAP static reduces the positive results REAP has had on our state parks, heritage, and environmental efforts.

REQUESTED ACTION

Request that the Iowa Legislature work to increase REAP to full funding of \$20 million as authorized and create more permanent year after year funding.

b. MINES OF SPAIN STATE RECREATION AREA

A Unique State Park with National Park Credentials

The Mines of Spain State Recreation Area includes 1400 acres of woodlands, prairie, and bluff lands that overlook the Mississippi River along a 3-mile shoreline. It is a regional destination where visitors and residents reconnect with the natural, cultural, and ecological aspects of the park through interactive and comprehensive outdoor and indoor learning opportunities. This state park is a National Historic Landmark, a state preserve and sits along the Mississippi flyway. Trails connect visitors to a farm site, forests, prairies, archeological sites, and wetlands. It also boasts some of the most diverse ecological habitats ranging from bluff lands that overlook the river to tall grass prairies, forested woodlands, and wetland.

This National Historic Landmark contains thousands of years of human history dating from the early Mississippian period through the early twentieth century. Mounds, village sites, rock shelters, trading post sites, and campsites dot the landscape. The Mines of Spain Recreation Area is a Silos and Smokestacks National Heritage Area Site.

State Support for Investment and Operation

The IDNR, the city, the Friend of the Mines of Spain, and Dubuque County Conservation have an excellent track record as partners. This partnership success can continue with the increased and stable funding for the operation, maintenance, and staffing of the Mines of Spain. Success, we believe, will be reached with asset management funding from secure State funding sources to enable us to fully use the expanded Interpretive Center and park area. With stable State funding, Park staff can maintain the Mines of Spain as the local, regional, state, and national treasure it is and should remain. The outcome is a place for expanded education, increased experiences for the visitor and heritage tourism to attract more visitors to the state. Without this increased/stable funding the ability to use and appreciate these facilities/land are seriously threatened; past investments are at risk for being wasted.

The usage of Mines of Spain State Recreation Area remains very high, with the majority of visitors coming from outside Dubuque coming from the larger tri-state region. The increased usage creates additional need for maintenance staffing and support thus state help is needed for increased funding for the operations and staffing of Mines of Spain Recreation Area and state parks across Iowa. Invasive species need to be managed, which takes the time of staff and/or contractors to ensure the protection of this treasured and very special natural resource.

Local Response to State Needs

The Mines of Spain State Recreation Area and the E.B. Lyons Interpretive Center are a unique collaboration between the State of Iowa, Dubuque County Conservation, Friends of the Mines of Spain and the City of Dubuque. When more space was needed at the Interpretive Center, the Friends of the Mines of Spain (FOMOS) planned and coordinated an expansion that more than doubled the original space for educational purposes, raised \$1.8 million in private, local, state and federal funds with the expanded center serving over 250,000 visitors annually.

The award-winning LEED-certified Interpretive Center welcomes visitors to one of the region's best-conserved natural and cultural resources, where people can explore the history and natural riches of the park.

Working with the IDNR, the City of Dubuque, the FOMOS, private donors and the Iowa Natural Heritage Foundation raised over \$1.98 million to acquire and developed a 52-acre addition adjacent to the Interpretive Center. The partnership continues to mature each year.

REQUESTED ACTION

Increased state supported funding for the physical assets in the Mines of Spain Recreation Area as well as park staffing especially due to the active local partners of Dubuque County Conservation, the Friends of Mines of Spain, and the City of Dubuque.

c. NATURAL RESOURCES & OUTDOOR RECREATION TRUST FUND

The Iowa Legislature has a great opportunity to fulfill its promise to Iowans to protect Iowa's land and water by passing a measure that funds the Natural Resources and Outdoor Recreation Trust Fund, also called Iowa's Water and Land Legacy.

In 2010, 63% of Iowa voters supported creation of the Fund to provide reliable and dedicated funding for the protection of water quality, conservation of agricultural soils and improvement of natural areas such as fish and wildlife habitat. However, no money will go into it unless the Legislature raises the sales

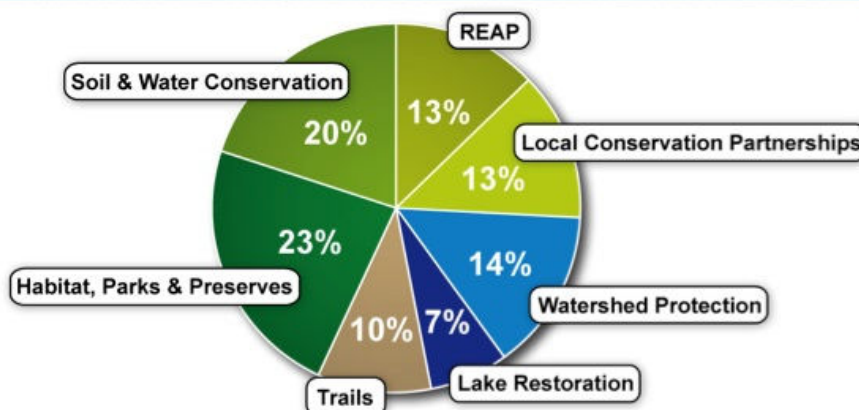
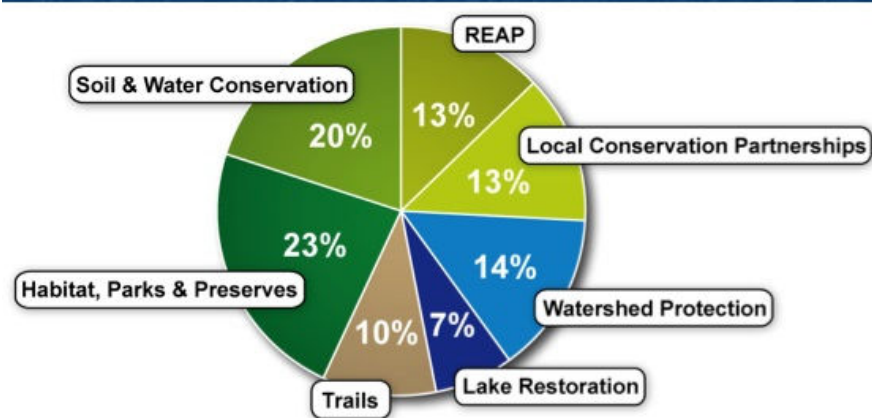
tax. If raised, the first three-eighths of the tax will go toward the Trust Fund. It is reported that this would generate about \$249 million a year.

The majority of the Trust fund dollars can go toward water quality improvement projects including lake restoration, soil and water protection, and enhanced flood protection efforts. The Trust fund emphasizes sustainable agriculture and will aid farmers and landowners in adopting voluntary conservation practices outlined in the Nutrient Reduction Strategy. These efforts will positively affect cities downstream in watersheds.

Investing in Iowa's natural resources ensures that our communities benefit from ecotourism and Iowa companies can recruit and retain a quality workforce. In Iowa, outdoor recreation accounts for \$8.7 billion in consumer spending, 83,000 jobs and \$649 million in state and local tax revenue.

Rural Iowa as well as metro areas will benefit from the economic capital growth, tourism sales and conservation benefits the Trust fund will provide. IEDA reports that access to natural landscapes and outdoor recreation are among the top factors that influenced an individual's decision of where to live. Quality of life initiatives will encourage people to choose thriving rural and urban communities to live, work and raise families.

The preservation and investments to protect Iowa's green spaces, water, and air quality can be keys to improving the physical and brain health of current and future Iowans. Children's risk for obesity can increase by as much as 50% if they don't have nearby parks, sidewalks and other green spaces or recreational amenities.



Recreational amenities and quality of life opportunities are critical to recruiting and retaining a highly educated and motivated workforce. The trust will invest in Iowa's water quality, economic development, rural and urban revitalization, and public health. The Trust makes

this investment and provides a legacy for generations to come.

REQUESTED ACTION

Pass legislation to increase the state sales tax from 6 percent to 6 and 3/8 percent with the 3/8 of one percent to be deposited in the Natural Resources and Outdoor Recreation Trust Fund that the voters of Iowa supported and approved with a significant majority. The distribution formula in the current law was derived from years of study and building support among many groups of Iowans, voted on, and should be maintained.

d. STATE RECREATIONAL TRAILS PROGRAM

The state recreational trails program (SRT) provides funds to establish recreational trails throughout Iowa for the use, enjoyment and participation of the public. The program is restricted to the acquisition, construction or improvement of recreational trails open for public use or trails which will be dedicated to public use upon completion.

The citizens of Dubuque have benefitted from this grant program to establish trails in our community connecting recreational resources as well as providing trail transportation corridors for bikes and pedestrians. Trails continue to grow in popularity and are an economic engine for the state for workforce attraction as well as tourism.

In the last five years the Iowa Department of Transportation program has had funding of \$1.5, \$1, \$1.5, \$2.5, and, \$3.5 million to award with requests each year ranging from \$38.3 million to \$113.8 million in the lowest year. The need far outweighs the funding available.

REQUESTED ACTION

Authorize additional funding each year at a stable level appropriate to the needs for the State.

1516. ARTS & CULTURE

a. ARTS & CULTURE FUNDING

Vibrant and livable communities in Iowa are those that support and invest in arts, culture, and humanities initiatives and programs as tools for economic and community development. Equitable access to and representation in arts and cultural programs improves the quality of life for all Iowans and stimulates economic activity, helping to attract and retain a diverse workforce which is essential to Iowa's economic vitality and competitive edge. Arts and culture as a stand-alone industry is a bustling sector, supporting a wide variety of education, entertainment, recreational, and skilled-trades jobs while providing essential revenue streams for local travel and hospitality businesses and generating significant contributes to federal, state, and local governments. Iowa's arts and culture sector is a necessary element of the state's overall COVID-19 recovery strategy and a long-term asset for the state's overall growth and vitality in the 21st century.



Community-created Solidarity Mural at Dubuque's Five Flags Civic Center. Designed by local artist Shelby Fry. Painted by 75+ volunteers, June 2020. Photograph by Bob Felderman.

Nationally, the arts culture sector and creative economy is a \$1.12 trillion industry which equates to 4.34% of the nation's GDP – a larger share of the economy than transportation and utilities. This represents \$27.529.1 billion in federal, state, and local tax revenue generated by the nonprofit arts and culture sector alone. In Iowa, the arts and culture sector contribute an estimated \$4.975 billion to the state's economy, representing 2.13% of the state's GDP and 41,81043,000 jobs, numbers that have declined from pre-pandemic levels.

According to the National Assembly of State Arts Agencies, Iowa is projected to rank 32nd in ranked 46th in the nation for per capita spending on state arts agencies for FY 2025 with the per capita spending at 96 cents for arts and culture through its state arts agency in FY2025. \$0.35. FY2026 Preliminary Projections rank Iowa investment in the arts and culture sector is on an upward trend as the ranking has moved up, from its ranking as 41st in FY21 and FY22, at 35th per capita spending at \$0.68. The National average per capita arts spending in the US for FY 2025 is \$2.09.02. 4 of 5 neighboring states rank higher and invest more in their creative sector than Iowa does. In FY25FY26, it is projected that Minnesota will rank 2nd highest in the nation at \$40.207.85 per capita, Missouri 3rd at \$ 9.003.51, Illinois 14th 19th at \$2.051.92, and Nebraska 26th 25th at \$1.33. These projected FY2025FY2026 appropriations include line-item funds designated by the legislature to pass through the state arts agency to other entities.

In 2022, Dubuque participated in one of the most comprehensive economic impact studies of the nonprofit arts and culture industry ever conducted in the United States. The Arts & Economic Prosperity VI study was conducted by Americans for the Arts, the nation's leading nonprofit organization for advancing the arts and arts education. The results showed that Dubuque's nonprofit arts and culture sector generates \$70.4 million in annual economic activity, supporting 1,527 full-time equivalent jobs and generating \$6.7 million in local and state government revenues and \$41.6 million in household income to local residents.

The Dubuque City Council prioritized arts and culture investment to foster equitable access and representation in a thriving arts and culture community. 'Diverse arts, culture, parks, and recreation experiences and activities' is one of eight City of Dubuque 2037 Goals.

Since 2004, the Dubuque's City Council has taken actions such as establishing an Arts and Cultural Affairs Advisory Committee, dedicating \$35,000 annually in special project grants, and establishing a Downtown Cultural Corridor managed by Dubuque Main Street. Additional investments include an operating support grant program for local arts and culture non-profits which has grown from \$200,000 in FY06 to \$250,000 in FY21.

We enjoy an annual rotating public sculpture program, seeded as a ten-year \$300,000 CIP in ~~FY06~~FY2006 and now funding through the City's general fund at \$38,000 annually. A part-time, now full-time staff position of Arts & Cultural Affairs Coordinator was added in FY09 and continues as a key member of the City's Economic Development Department team. To date, the City of Dubuque has provided \$4.5483 million in direct funding for arts and culture since the establishment of the City's Arts and Cultural Affairs Advisory Commission in 2004. City funding alone is insufficient for local arts and culture sectors and creative economies to flourish, especially in rural communities where municipal funding for the arts rarely exists and even in communities like Dubuque where the arts are invested in as a key tool for community success.

In 2014, the City recognized the need for master arts planning to advance its' reputation as a regional creative and cultural hub. The resulting Arts and Culture Master Plan was adopted by City Council in 2016 and serves as a guide to assist the City in strategic resource management, to sustain arts and culture as an integral part of the community's social and cultural vibrancy. The plan engages the community in the implementation of the plan, reflecting the community's vision to utilize arts and culture to enhance our sense of place, contribute to Dubuque's economic vitality, create, and support an environment where art and culture thrive, and enrich Dubuque culturally, aesthetically, educationally, and economically.

The support of the Iowa Department of Cultural Affairs (IDCA), its various divisions, and their subsequent grant programs, is vital to the arts and culture organizations and creative workers in Dubuque. Dubuque does not currently offer grant programs for individual artists or for-profit culture entities; the Iowa Arts Council (IAC) Project Grants and Iowa Artist Fellowship Program provide critical opportunities for creative culture bearers to create their work and engage their communities. IAC's other grant programs including School Arts Experience, Cultural Heritage Project Grants, Cultural Leadership Partner Operating Support Grants, Arts Build Communities Grant, and others provide essential support for educational opportunities, community enrichment, and economic development arts-based projects that would not take place without sustained or increased funding from Iowa's legislative appropriation to its state arts agency.

We take this opportunity to acknowledge and thank IDCA for serving as a key resource for local arts agencies, organizations, and artists across the state throughout the COVID-19 pandemic. They have provided prompt and thoughtful support of the sector, efficiently creating one-time grant programs to put CARES Act and American Rescue Plan funds to work on the ground in local communities.

REQUESTED ACTION

- Continue to regard and fund the arts and culture sector as an essential Iowa industry attracting and retaining Iowa's workforce, inspiring business development, supporting economically viable jobs, generating state and local government revenue, and as a cornerstone of the state's tourism economy.
- Support and fund programs at or above ~~FY24~~FY25 levels through the Iowa Department of Cultural Affairs (Iowa Arts Council, State Historical Society of Iowa, Produce Iowa, and Humanities Iowa) to continue recognizing and promoting Iowa's cultural heritage as key in COVID-19 recovery strategy for all Iowa communities.
- Provide funding for appropriate staffing levels at the Department of Cultural Affairs to increase service and support of the arts and culture community throughout all parts of the state.
- Explore and implement funding mechanisms to raise the ranking of Iowa from ~~43rd~~35th in the nation per capita through the state's arts agency as reported by the National Assembly of State Arts Agencies Legislative appropriations including line items.

1617. SUSTAINABILITY & RESILIENCY

a. CLEAN ENERGY EFFICIENCY & ALTERNATIVE ENERGY & INDEPENDENCE

~~Every year, the American Council for an Energy Efficient Economy ranks states on their energy efficiency policy and program efforts. Iowa's rank continues to slide nationally due to inaction. Businesses, residents, and local governments have taken advantage of existing incentive programs, but still have much work to do in order to make their new and existing buildings more energy efficient. As energy efficiency is achieved, private and public organizations as well as individuals have begun to explore a variety of alternative and renewable energy options to increase their energy independence, reduce dependence on coal and oil, reduce greenhouse gas emissions, improve the competitiveness of local business, and improve public health.~~

~~The Iowa Economic Development Authority and Iowa Department of Transportation developed the Iowa Energy Plan, most recently updated in 2018. The plan, which the City of Dubuque has been engaged in developing, focuses on energy as an economic development opportunity, Iowa's energy resources, energy efficiency and conservation, and transportation and infrastructure.~~

~~However, the spending cap on utility demand-side investment now allows customers to opt out of paying for programs that fail to pass the Ratepayer Impact Measure test. Utility filings show a drop in savings of 25-50% for electric programs and 75-80% for gas programs (Source: American Council for an Energy Efficient Economy). The impact of these cuts is felt in Dubuque, with decreased funding for the Green Iowa AmeriCorps program. The decreased funding for rebates and other efficiency programs continues to be felt by our residents and businesses.~~

~~Iowa is one of the nation's leaders in renewable energy. While traditionally this has focused on wind energy, the solar industry has been growing. Clean energy jobs in Iowa have increased each of the past 5 years, outpacing the general job market. Iowa's renewable energy record is a selling point in business recruiting, and the tax credit spurred investment in communities across the state. Renewable energy projects support Iowa's energy independence and keep rates low with minimal impact to our air and water quality.~~

REQUESTED ACTION

- ~~• The City strongly advocates for implementation of the recommendations of the Iowa Energy Plan, specifically as they relate to energy efficiency and opportunities to support the development of renewable energy resources in the state. The City is represented in the Dubuque County Energy District and will work collaboratively with energy districts across the state to provide leadership and technical assistance to advance efficiency and renewable work.~~
- ~~• Successful energy efficiency incentive programs should be continued and increased, and Iowa should explore opportunities to remain competitive with other states in offering incentives for the installation and utilization of renewable and alternative energy. Specifically, the The state should consider an energy policy that works with local governments and utilities to 1) provide energy efficiency assistance, especially to low-income families, 2) remove barriers to widespread decentralized renewable energy use, 3) stabilize renewable energy incentives, and 4) protect net metering and third-party power purchase agreements and support other opportunities to make renewable energy more cost-effective and accessible.~~

- ~~● The City recommends the State apply for and accept Department of Energy funding of home energy rebates to further incentivize electrification and energy efficiency in Iowa's housing stock, saving both money and energy for Iowans.~~
- ~~● The City supports removal of code language that prevents cities from adopting a stricter energy code and encourages the state to adopt the 2021 or newer IECC energy code as well as the International Green Construction Code (IGCC). In addition, the City supports adopting all building codes one year after issued by the ICC, which impacts water usage, EV charging infrastructure, HVAC, and other resources.~~
- The City supports state legislation to permit Property Assessed Clean Energy, or PACE, in Iowa. PACE financing offers an innovative way for property owners to pay for energy efficiency upgrades with strong ROIs that create jobs for Iowans. PACE programs can now be used in over 37 states and has provided millions of dollars to improve buildings according to the US Green Building Council. Long-term financing linked to properties incent investment in energy-efficiency and renewable energy projects with long-term ROIs and promote equitable sharing of costs and savings among current and future owners and tenants. In addition, the state should offer tax credits from building above the adopted energy code (such as PHIUS, DOE Net Zero, etc.) and offer tax credits for efficiency upgrades to low-income occupied homes and rental units.
- ~~● The City recognizes that buildings make up the majority of our resource usage and supports making all buildings be WaterSense-certified and proposes an energy-use disclosure at sale or lease of all structures.~~
- The City supports policies that incentivize electric vehicles (EVs) and allow for development of electric vehicle charging infrastructure. Additionally, the State needs to include Dubuque's highways (20 and 151) as qualified corridors for all funding sources.
- Iowa is one of the national leaders in renewable energy. While traditionally this has focused on wind energy, the solar industry has been growing. In 2022, clean energy jobs in Iowa increased 3.5%, and clean transportation is the state's fastest growing job sector. Iowa's renewable energy record is a selling point in business recruiting and the tax credit spurred a lot of investment in communities across the state. The state needs to reinstate the Iowa Solar Tax Credit and increase the allotment to \$10 million annually.

17b. WATER QUALITY & COMMUNITY RESILIENCE

Iowa's water quality continues to diminish, putting residents and industry at risk. Cancer rates continue to increase, many linked to environmental factors, and community health and longevity are at stake.

REQUESTED ACTION

- Restore water quality information system to preserve and maintain water sensors so we have the data on water quality across the state to use to inform policy decisions.

18. PUBLIC HEALTH

a. PUBLIC HEALTH FUNDING

IARPA and CARES money ~~is~~was a one-time and specifically for COVID relief. Local public health agencies (LPHAs) need dedicated, reliable, and flexible funding to deliver on their CHNA/HIPs and address the knock-on "social morbidities" of COVID that will be seen for years if not generations to come.

For over 20 years, local public health agencies have been creating, refining, updating, and adding Public Health Emergency Preparedness Response Plans (PHEPRP-~~+~~). Before and soon after the 9/11 attacks, local public health followed the national initiative of preparing for biological, chemical, radiological, weather, and other public health related disasters and emergencies. Simultaneously, we experienced more and more newly emerging infectious diseases, including HIV/AIDS, resistant TB, MRSA, West Nile, Ebola, Zika, cyclospora, E.Coli 0157:H7, SARS, MERS, H1N1 influenza, Toxic Shock Syndrome and COVID-19. These along with re-emerging outbreaks of diseases we thought we'd conquered such as mumps, measles and whooping cough continue to persist along with outbreaks from new sources or ways of spread from pathogens such as crypto sporidia, giardia, salmonella, shigella, Legionella, and Hantavirus. Congress responded to most of these with limited term, disease specific and preparedness planning funding to states, who in turn funded local health departments and public health agencies through grant processes. As the outbreaks subsided, and healthcare learned to treat the infectious diseases the funding was reallocated to other priorities or cut entirely. This reactionary, short term public health funding does not create a system or public health agencies are ready to respond to epidemics and pandemics, climate and weather-related emergencies etc. in a timely and effective manner.

Public health requires ongoing funding, education, and resources to prepare for and respond to public health emergencies, including those that happen at the state, local, federal and world levels. Effective public health services depend on sustained and flexible funding that can be used to respond to community needs.

REQUESTED ACTION

Increase and protect core funding for vital public health agencies and programs and strengthen Iowa's and the nation's public health infrastructure. Create sustainable funding for public health emergency planning and response. Improve tools and technology to prevent, detect, respond and predict disease and injury.

b. BRAIN HEALTH

City of Dubuque Public Health and Safety officials and staff recognize the law enforcement issues serving individuals with brain and behavioral health issues.

REQUESTED ACTION

- Support integrated co-occurring policy and funding.
- Workforce development and recruitment.

c. CHILDREN'S BRAIN HEALTH PRIORITIES

Citizen input describing the experience of navigating the brain health resources for children in Iowa describes a system that is fraught with challenges. These challenges frequently preclude successful outcomes.

Children's brain health protocols need to be tailored and age appropriate and not modeled after adult systems. Barriers to care, lack of services, scarcity of providers, and lack of professional services in schools and day care all mitigate against good brain health solutions.

The Children's Behavioral Health Systems state board identified the following priorities:

- Ensure stable and adequate funding of the children's system.
- Continue service growth to all areas of the state including but not limited to core and core plus services.
- Address challenges impacting the behavioral health workforce, including implementing strategies to enhance the current behavioral health workforce.
- Implement universal behavioral health screenings with informed consent by children's parent or guardian.
- Continue to develop and implement statewide data collection pertaining to children with a serious emotional disturbance.
- Provide funding to eliminate the children's mental health waiver waitlist.
- Conduct statewide resource mapping for children's services.
- Explore and correct gaps in services.

REQUESTED ACTION

Support the policy makers priorities of the Children's Behavioral Health Systems state board.

d. COMMUNITY HEALTH CENTERS

Iowa's Community Health Centers (CHCs) have 52% of their patients covered by Medicaid, which is 16% of the state's total Medicaid population. As unique primary health care providers that conveniently offer medical, oral health and behavioral health services under one roof, CHCs frequently see patients who have scheduled appointments for more than one type of visit on the same day (for example, a patient will schedule a yearly medical exam and a dental cleaning on the same day). Unfortunately, current Iowa Medicaid reimbursement policy does not allow CHCs to be reimbursed for more than one visit if they occur on the same day.

~~PROTECTING ACCESS TO AFFORDABLE MEDICATIONS~~

Protecting Access to Affordable Medications

The 340B Drug Pricing Program allows for patients of community health centers and other covered entities to receive access to affordable, often life-saving prescription drugs. Maintaining the integrity of the 340B Program is critical for ensuring ~~our state~~patients, particularly those in rural ~~and other~~ areas, ~~are able to have where~~ access to ~~care is scarce, can access~~ affordable ~~medications~~prescription drugs. As one of the few programs that is proven to help lowans access affordable ~~prescription drugs~~medications, we need to safeguard the original intent of 340B.

~~EXPANDING ACCESS TO COMPREHENSIVE CARE~~

Expanding Access To Comprehensive Care

Allow a CHCs who currently have waiting lists for behavioral health and/or dental services. Investing in CHC infrastructure will expand access in Iowa, particularly in rural areas or where access to healthcare's particularly dire. These investments would support expansion of services and physical locations, improvements to technology, and allowing CHCs to remain viable employers and producers of economic activity in their communities. Investing in this model will reduce healthcare costs, keep patients from

accessing more costly care such as emergency rooms and generate economic growth through expanded job opportunities, construction, etc.

SUPPORTING MATERNAL HEALTH

~~Access to quality care is vital both during pregnancy and beyond, providing a foundation for optimal health for years to come. In both rural and urban areas, babies are born in counties with limited or no access to maternity care. Additionally, healthcare costs related to pregnancy are often very expensive, creating another barrier to maternity care for many women.~~

State-level legislation would protect the original intent of the program and provide a stopgap to ensure safety net providers like CHCs can continue to use the program and patients can access affordable medications while Congress works on more comprehensive reform.

REQUESTED ACTION

Protect access to the 340B Program to sustain community health centers' essential model of care, lower prescription drug costs for patients, and improve health outcomes.

e. RECRUIT & RETAIN A QUALIFIED HEALTHCARE WORKFORCE

One of the largest factors limiting a community health center's ability to provide patients quality care is recruiting and retaining quality providers.

REQUESTED ACTION

Support Iowa community health center's workforce to address shortages throughout the state, including investments in recruitment and retention strategies, training, and loan repayment with a focus on dentists, dental assistants, medical assistants, nurse, hygienists, and other support staff.

f. OPIOID EPIDEMIC

Opioid use and overdose deaths represent a public health crisis requiring innovating, evidence-based responses with community involvement. Opioid overdose mortality represents a major and preventable threat to public health. Deaths from unintentional drug poisoning have reached crisis levels in the United States and in Iowa. Last year in Dubuque, we had nine opioid-related overdose deaths, and three have occurred already this year. Other communities in Iowa are also experiencing the devastating effects of illicit opioids.

A growing body of evidence and experience supports innovating community-level approaches to preventing opioid overdose deaths in the broader context of efforts to reduce the risk of overdose through primary prevention of opioid misuse. Numerous pilot programs and evaluations have demonstrated the feasibility and viability of providing opioid education to the community, to health care providers, including Nalaxone administration, use, and education on the opioid Prescription Monitoring Program, and harm reduction strategies.

The Dubuque community has been monitoring the increasing opioid crisis and we are very concerned about the growing impact on our community. A local, community-based opioid response team has assembled and is meeting regularly. To date, they have educated 566 community and health professionals, along with 187 law enforcement personnel, on Nalaxone administration and promoted community-based organizations to educate the community on the opioid misuse problem. Much of the task force work has become a model for the state and country.

REQUESTED ACTION

- Establish drug specialty courts in statute for each judicial district, funded with standing appropriations to the Judicial Branch and Department of Corrections.
- Maintain coverage for vulnerable populations and ensure immediate health benefit coverage to Medicaid and insurance-eligible offenders when released from incarceration, including coverage of naltrexone prescriptions for addicted offenders.
- Explore and pilot the use of research-based harm-reduction strategies such as needle exchange programs while providing education to law enforcement, the community, and healthcare providers.
- Peer to Peer support. Recognize and support the importance of informal, peer supports such as narcotics anonymous, I Hate Heroine, CRUSH etc. This includes expanding education, increasing inclusivity and financial supports needed to expand reach and efforts.

g. NOTICE OF VIOLATION

Currently, a notice of code violation must be sent via certified mail to a property owner if the City performs the required mitigation of the problem and assesses the cost to the property owner. We suggest that a notice be sent via regular mail to the property owner. Oftentimes, it is difficult for people to collect or pickup certified mail, particularly if they are not home at time of delivery. Certified also adds a significant cost (\$2.87) to the mailing of each notice.

REQUESTED ACTION

Change Iowa Code Section 364.12 (h) to allow mailing via regular mail.

h. CHILDHOOD LEAD POISONING

Childhood lead poisoning is endemic to Iowa. Of Iowa children born in 2016, 90% were tested at least once before the age of six years, and 5.8% of these children were above the blood lead level of concern established by CDC. 5% of children tested in Dubuque County were above the CDC level of concern. Because of decreased federal funding for lead poisoning prevention, Iowa has fewer funds to pass on to communities for local lead poisoning prevention public health efforts. Because of limited local public health capacity, we rely on the Iowa HHS to provide guidance for medical case management of lead poisoned children, data collection and database maintenance and analysis, along with educational resources and guidance.

REQUESTED ACTION

Appropriate adequate funds to allow the Iowa Department of Health and Human Services (HHS) to continue its crucial role as a technical advisor and data manager to local childhood lead poisoning prevention programs (CLPPP) and increase funding levels for local CLPPP programs.

i. HEALTHY LOCAL FOODS

A decade ago, the Legislature charged the Leopold Center for Sustainable Agriculture with preparing a local food and farm plan containing policy and funding recommendations for supporting and expanding local food systems and for assessing and overcoming obstacles necessary to increase locally grown food production. The Healthy Local Foods principle of Dubuque's sustainability model aims to provide benefits of wholesome food from local producers, distributors, farms, gardens, and hunters to all. The City and its partners engaged in the Healthy Local Foods initiative have participated in the forming of the Local Food & Farm Plan. In order for local institutions and consumers to increase their purchase and consumption of local foods, barriers must be overcome that enable more produce and meat to be

produced, processed, and sold locally. Various studies have shown the value of a strong local food system as an economic development tool.

REQUESTED ACTION

- Support and help facilitate food donation and food rescue programs.
- Promote and facilitate grocery store investment in food deserts.
- Facilitate and fund Farm to School and Farm to Institution health food initiatives.
- Incentivize regenerative soil management practices for agriculture, school and community gardens to protect Iowa's major industry and environmentally sensitive areas.

**City of Dubuque
City Council**

CONSENT ITEMS # 9.

ITEM TITLE:	Update on Neighborhood Evolution Contract Services
SUMMARY:	City Manager providing an update on activities underway through the City's contract with Neighborhood Evolution to support small-scale development.
SUGGESTED DISPOSITION:	Receive and File
ATTACHMENTS:	
	1. MVM Memo
	2. Staff Memo



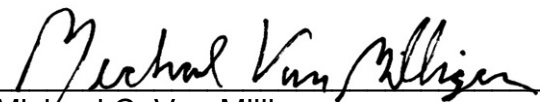
TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Update on Neighborhood Evolution Contracted Services

DATE: December 10, 2025

Economic Development Director Jill Connors is providing an update on activities underway through the City's contract with Neighborhood Evolution to support small-scale development.


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: Update on Neighborhood Evolution Contracted Services

DATE: November 24, 2025

INTRODUCTION

This memorandum provides an update on activities underway through the City's contract with Neighborhood Evolution to support small-scale development.

BACKGROUND

The FY25 budget includes a \$150,000 CIP for "Incremental Development and Small Business Storefront Establishment Coaching." The program is designed to build local capacity for small-scale real estate development, support emerging entrepreneurs, reactivate vacant storefronts, and strengthen neighborhood-level revitalization efforts in the Washington, North End, and Point neighborhoods.

The consultant is tasked with training and mentoring first-time small developers; helping residents navigate zoning, financing, design, and business planning; and fostering a self-supporting ecosystem where neighbors guide and support one another. Coaching occurs through a combination of group sessions and one-on-one assistance. This effort follows an incremental development model that prioritizes long-term neighborhood commitment, manageable project scopes, and community-driven reinvestment.

DISCUSSION

The City executed its agreement with Neighborhood Evolution on August 20, 2025. The consulting team has a strong record of establishing small-developer ecosystems and is nationally recognized for their work, including involvement with Strong Towns and projects in [South Bend, IN](#); [Dallas, TX](#); [Kansas City, MO](#); [Lafayette, LA](#); [Denton, TX](#); and [AARP Wisconsin](#).

Monte Anderson conducted on-site sessions in Dubuque October 7–9, 2025. A press announcement was issued September 17th promoting the public events on October 8th. The “Catalyzing Change: Small-Scale Development for Big Impact” program included a lunch presentation, project discussions, and a capital-focused roundtable with local lenders. More than 50 residents attended.

Monthly online training sessions began November 18th and will continue at noon on the third Tuesday of each month for 12 months. Sessions cover practical steps for initiating and completing small-scale projects. Recordings will be available on the City’s website.

The program also encourages monthly in-person meetups for peer learning, troubleshooting, and collaborative support using the “12 Steps to Town Making” framework. These gatherings occur on the first Wednesday of each month at 5:30 PM at Key City Creative Center. The first session included seven attendees, which aligns with the consultant’s expectation of 5–6 participants for an initial meeting.

The contract also provides up to two hours of one-on-one coaching for individuals seeking project-specific guidance. This opportunity was highlighted at the meetup. To increase awareness and participation, a billboard along Central Avenue and an advertisement in the Dubuque Advertiser have been contracted.

RECOMMENDATION

This memo is for informational purposes.

**City of Dubuque
City Council**

CONSENT ITEMS # 10.

ITEM TITLE:	Housing Creation Incentives – Updated Matrix
SUMMARY:	City Manager recommending City Council receive and file the attached updated Housing Incentive Matrix.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Housing Incentives By Type Location Affordability Matrix
4. Housing Units Status

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Housing Creation Incentives – Updated Matrix

DATE: December 10, 2025

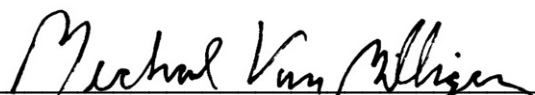
Economic Development Director Jill Connors is recommending City Council receive and file the attached updated Housing Incentive Matrix. This is a restated summary of currently available financial incentives for housing creation within city limits. The matrix consolidates these incentives and is intended as a communication tool for developers.

No new funding is required. Existing programs are funded at:

- \$750,000/year for downtown housing creation grants
- \$150,000/year for Central Avenue Corridor forgivable loans
- \$200,000/year for downtown rehabilitation grants

TIF and abatement incentives are self-funded through project-generated tax increment.

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 – Updated Matrix

DATE: December 4, 2025

INTRODUCTION

This memorandum presents, for City Council review, a restated summary of currently available financial incentives for housing creation within city limits. The attached matrix consolidates these incentives and is intended as a communication tool for developers.

BACKGROUND

Since 2009, the City has implemented several programs to support housing development, particularly in the Greater Downtown Area. These include the Downtown Housing Incentive Program, expansion of the Greater Downtown Urban Renewal Area, consolidation of the Downtown Urban Revitalization Area, creation of addition urban renewal and urban revitalization areas, and various grant and TIF-based tools.

The City Council has also approved housing incentive agreements for the creation of housing (both multifamily and housing subdivisions) outside of the Greater Downtown Urban Renewal Area.

In 2022 the Greater Dubuque Development Corporation (GDDC) 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 recent years, during regular InfoAction interviews with leaders of local businesses, the Greater Dubuque Development Corporation (GDDC) identified a consistent challenge: the lack of available housing is significantly hindering businesses' ability to attract talent.

In response, GDDC partnered with the East Central Intergovernmental Association (ECIA) in 2025 to conduct a new housing needs study. This study was based on anticipated private sector development in the coming years and revealed that the demand for housing will exceed current expectations.

To support projected population growth, the study estimates that an additional 1,937 to 2,560 housing units will be needed.

DISCUSSION

Following the 2022 housing study, City staff presented a proposal for more robust housing creation incentives, which the City Council approved on September 6, 2022. At that time, staff also developed a visual tool to help explain to developers which incentives their projects may qualify for.

Since that time, several modifications have also been approved by City Council, including:

- giving developers a choice between 15 years of TIF rebates or 10 years of tax abatement followed by 5 years of TIF for housing creation projects.
- providing access to the full \$35,000 in matching downtown redevelopment grants regardless of the category in which the expenditures fall (façade improvements, project design/planning, financial consulting).

The attached document consolidates all currently approved 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.

BUDGET IMPACT

No new funding is required. Existing programs are funded at:

- \$750,000/year for downtown housing creation grants
- \$150,000/year for Central Avenue Corridor forgivable loans
- \$200,000/year for downtown rehabilitation grants

TIF and abatement incentives are self-funded through project-generated tax increment.

RECOMMENDATION

I respectfully request City Council receive and file the updated Housing Incentive Matrix.

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

Single-Family Subdivision

Housing Type	Location	Affordability	Eligible Incentive Tools Options	Notes/Requirements*
Single-Family Subdivision	Outside 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	Outside 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% + Econ. Dev. TIF up to 5 yrs	
Single-Family Subdivision	Greater Downtown Urban Renewal Area	Market Rate	Blight Remediation TIF up to 15 yrs OR	Details in Notes section below ** additional possible downtown incentives listed in Notes
			Tax Abatement 10 years at 100% +Blight Remediation TIF up to 5 yrs	

Housing Incentives by Housing Type, Location, and Affordability

Multi-Family

Housing Type	Location	Affordability	Eligible Incentive Tools Options	Notes/Requirements*
Multi-Family	Outside Greater Downtown Urban Renewal Area	Affordable	Econ. Dev. TIF up to 15 yrs OR	Details in Notes section below
			Tax Abatement 10 years at 100% + Econ. Dev. TIF up to 5 yrs	
Multi-Family	Outside 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% + Econ. Dev. TIF up to 5 yrs	
Multi-Family	Greater Downtown Urban Renewal Area	Market Rate	Blight Remediation TIF up to 15 yrs OR	** additional possible downtown incentives listed in Notes
			Tax Abatement 10 years at 100% + Blight Remediation TIF up to 5 yrs	

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 as defined in Iowa Code 441.21(14)(a)(6) quoted below.

*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".

CREATING HOUSING OPPORTUNITIES

New Housing Units Approved,
Under Review, Under
Construction, or Completed

THE CITY OF
DUBUQUE
Masterpiece on the Mississippi

2,601 Total Lots/Units
as of Sept. 22, 2025, including
392 Workforce Units

Residential Subdivision Lot Availability			
Development	Location	Lots/Units Available	Use
North Grandview Estates	North Grandview/32nd Street	32 Lots/Units	Single-Family/Apartment
Rustic Point Estates #2	Derby Grange/Kennedy Roads	40 Units	Single-Family/Duplex
Sky Blue Estates*	Sky Blue Drive	4 Lots	Single-Family
Silver Oaks Subdivision	Elmwood/Silver Oaks Drive	127 Lots	Single-Family/Duplex
South Pointe Estates*	Rockdale Road/South Pointe Drive	37 Units	Single-Family/Duplex
Timber-Hyrst Estates	Creekwood Drive/Cherry Ridge	21 Lots	Single-Family/Duplex/Townhomes
The Farm/Switch Homes	End of Tiffany Court	18 Lots	Single-Family

*Subdivision has additional phases

TOTAL: 279

Residential Development - Under Review			
Development	Location	# of Lots/Units	Use
Visitation/AHNI	900 Alta Vista Street	25 Units	Workforce Apartments
Carter Road Apartments	Carter Road	40 Units	Market-Rate Apartments
Farley & Loetscher, LLC	801 Jackson Street	126 Units	Market-Rate Apartments
1701 Central Ave. Apartments	1701 Central Avenue	4 Units	Market-Rate Apartments
Bridge Lofts	35 Locust Street	81 Units	Market-Rate Apartments/Mixed Use
Iowa Street Lofts	1248 Iowa Street	17 Units	Market Rate Apartments
Millwork Flats	1065 Jackson Street	76 Units	Market-Rate Apartments
Plastic Center, Inc.	408 W. Fifth Street	9 Units	Market-Rate Apartments
Corridor DBQ	1527 Central Avenue	10 Units	Market-Rate Apartments
Wilson House Apartments	1243 Locust Street	5 Units	Market-Rate Apartments
1301 Central Ave. Apartments	1301 Central Avenue	30 Units	Market-Rate Apartments
Fifth & Main St. Apartments	200 W. Fifth Street	102 Units	Market-Rate Apartments/Mixed Use

TOTAL: 525

Residential Subdivision - Under Construction			
Development	Location	# of Units	Use
The Farm/Switch Homes	End of Tiffany Court	84 Lots	Single-Family
South Pointe Phase 2	South Pointe Drive	21 Lots	Single-Family
		22 Units	Duplex
Callahan Apartments	380 Cedar Cross Road	180 Units	Market-Rate Apartments

TOTAL: 307

ADDITIONAL DETAILS ON BACK

CONTINUED FROM PAGE 1

Residential Development - Approved			
Development	Location	# of Lots/Units	Use
The Stacks	Ice Harbor Drive	187 Units	Market-Rate Apartments
Fox Hills Apartments	End of Plaza Drive	390 Units	Market-Rate Apartments

TOTAL: 577

Multi-Family Development - Under Construction			
Development	Location	# of Units	Use
Carich Property LLC Apartments	1734-36 Central Avenue	8 Units	Workforce/Market-Rate Apartments
Cedar Lake Apartments	Lake Ridge Drive	42 Units	Market-Rate Apartments
799 Main Street Apartments	799 Main Street	36 Units	Market-Rate Apartments
St. Anthony's School	2175 Rosedale Avenue	22 Units	Market-Rate Apartments
1706 Central Apartments	1706 Central Avenue	11 Units	Market-Rate Apartments
Emri Apartments	Radford Road	48 Units	Workforce Family Housing Apartments
Union at the Marina	1860 Hawthorne Street	201 Units	Workforce Family Housing
Habitat for Humanity	Wood Street	16 Units	Workforce Single-Family Homes

TOTAL: 384

Cooperative Community Development - Under Construction			
Development	Location	# of Units	Use
Estates of Dubuque	Barnwood Lane/Lasso Court	35 Units	Single-Family/Cooperative Community

TOTAL: 35

Residential Development - Completed/Constructed			
Development	Location	# of Units	Use
Gardens of Dubuque	1895 Radford Road	50 Units	Workforce Family Housing Apartment
Kretschmer Lofts	895 Washington Street	48 Units	Market-Rate Apartments
Roosevelt West	1865 Radford Road	44 Units	Workforce Senior Housing Apartment
Miller 4-Plex	3545 East Gate Court	4 Units	Market-Rate Apartments
Mount Carmel - Sisters of Charity Phase 1	1100 Carmel Drive	60 Units 46 Units 22 Units	Skilled Nursing Assisted Living Memory Care
Mount Carmel - Sisters of Charity Phase 2	1100 Carmel Drive	116 Units	Independent Living
Chadwick Block Apartments	249 W. 1st Street	4 Units	Market-Rate Apartments
Old Prescott School	1199 Central Avenue	12 Units	Market-Rate Apartments
1047 Bluff Street Apartments	1047 Bluff Street	2 Units	Market-Rate Apartments
1398 White Street Apartments	1398 White Street	2 Units	Market-Rate Apartments
South Pointe Rowhouses	Rolling Creek Lane	6 Units	Market-Rate Townhomes
744 Main Street	744 Main Street	2 Units	Market-Rate Apartments
HG Apt LLC Apartments	2901 Central Avenue	18 Units	Market-Rate Apartments
Century Square Apartments	1504 Bies Drive	54 Units	Market-Rate Apartments
South Point Rowhouse	Autumn Ridge	4 Units	Market-Rate Townhomes

TOTAL: 494

www.cityofdubuque.org/incentives



SCAN ME

**City of Dubuque
City Council**

CONSENT ITEMS # 11.

ITEM TITLE:	Funding Request for State Mandated Open Meetings and Open Records Training
SUMMARY:	City Manager recommending City Council approval to allocate \$2,500 annually for state-mandated open meetings and open records training for members of governmental bodies who were elected or appointed after July 1, 2025.
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: Funding Request for State Mandated Open Meetings and Open Records Training

DATE: December 9, 2025

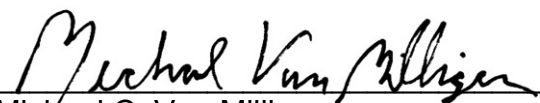
City Clerk Adrienne Breittfelder is recommending City Council approval to allocate \$2,500 annually for state-mandated open meetings and public records training for members of governmental bodies who were elected or appointed after July 1, 2025.

Iowa House File (HF) 706 was signed into law in June 2025 and took effect on July 1, 2025. The legislation requires all newly elected or appointed officials who serve on a governmental body to complete state-approved open-meetings and public-records training within 90 days of taking the oath of office or assuming the role. The requirement only applies to members of governmental bodies who are newly elected or appointed after the July 1, 2025, effective date. Individuals who held their positions on or before June 30, 2025, are exempted from the requirement, including if they are later reelected or reappointed to a new term in the same position. Members of governmental bodies include the Mayor, City Council members, board and commission members, and any formally established subcommittee members.

While failing to complete the training does not invalidate actions taken by a governmental body, missing the deadline could expose the member to the same financial penalties that apply to open meetings violations. Under HF 706, these penalties have increased: fines now range from \$500 to \$2,500 for standard violations and \$5,000 to \$12,500 for knowing violations.

The funding source for the \$2,500 will be from the FY25 General Fund savings.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Adrienne Breitfelder, City Clerk



City Clerk's Office
City Hall
50 W. 13th Street
Dubuque, IA 52001-4864
(563) 589-4100 office
(563) 589-0890 fax
cityclerk@cityofdubuque.org
www.cityofdubuque.org

TO: Michael C. Van Milligen, City Manager

FROM: Adrienne N. Breitfelder, City Clerk

SUBJECT: Funding Request for State Mandated Open Meetings and Open Records Training

DATE: December 5, 2025

INTRODUCTION

The purpose of this memorandum is to request funding for state-mandated open meetings and public records training for newly elected or appointed officials serving on a governmental body. It also outlines the notification process for this new training requirement.

BACKGROUND

Iowa House File (HF) 706 was signed into law in June 2025 and took effect on July 1, 2025. The legislation requires all newly elected or appointed officials who serve on a governmental body to complete state-approved open-meetings and public-records training within 90 days of taking the oath of office or assuming the role. The requirement only applies to members of governmental bodies who are newly elected or appointed after the July 1, 2025, effective date. Individuals who held their positions on or before June 30, 2025, are exempted from the requirement, including if they are later reelected or reappointed to a new term in the same position. Members of governmental bodies include the Mayor, City Council members, board and commission members, and any formally established subcommittee members.

While failing to complete the training does not invalidate actions taken by a governmental body, missing the deadline could expose the member to the same financial penalties that apply to open meetings violations. Under HF 706, these penalties have increased: fines now range from \$500 to \$2,500 for standard violations and \$5,000 to \$12,500 for knowing violations.

The required training consists of a 1 to 2-hour virtual session on the responsibilities of public bodies under Iowa Code Chapter 21 on open meetings and Chapter 22 on public records. The Iowa Public Information Board (IPIB) offers this training virtually and free of charge. The legislation also permits approved third-party providers to conduct the

training after receiving certification from IPIB. Local municipalities are currently prohibited from becoming certified trainers.

IPIB currently offers its training only on a quarterly basis. As a result, individuals who are unable to attend the scheduled session must wait until the next quarter. Currently, only a few third-party providers are certified to conduct the training, and they offer sessions on a limited basis. Because many board and commission members work full-time, attending these sessions, often held during daytime hours, can be challenging. Many existing third-party providers charge a fee, which presents a barrier for board and commission members, particularly because city staff typically do not have dedicated budgets for board and commission members, and the bill's short notice left little time to plan for these expenses. Board and commission members are volunteers who provide an essential service to the city, therefore, we do not want them to bear the cost of training. While additional organizations are seeking certification to provide training that may be offered free of charge, this process is still underway.

DISCUSSION

The City Clerk's Office is proposing to allocate \$2,500 annually, effective in Fiscal Year 2026, to support this state-mandated training. The \$2,500 estimate is based on the average number of board and commission resignations and vacancies over the past three years. It also includes City Council members, as those elected after July 1, 2025, are required to complete the training, excluding members who were in office prior to that date and re-elected to the same position. These funds would cover registration for approved third-party trainings, which currently range from \$25 to \$50 per participant. Staff are also exploring opportunities to coordinate a group training session with a certified provider during weekend or evening hours to better accommodate members who work full-time. These group sessions would also be subject to a fee.

Allocating funds will expand the range of available training options and increase the likelihood of timely compliance. If staff identify remaining funds near the end of a fiscal year, the City may also offer training more broadly to all board and commission members and City Council members, as all governmental body members are encouraged to complete this training.

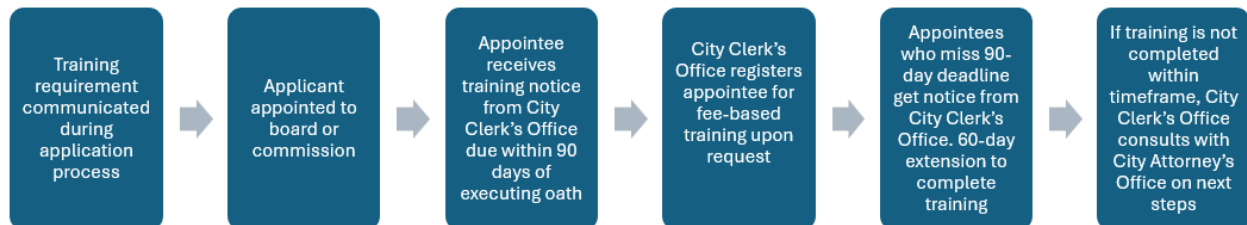
Once an individual completes the training, they have fulfilled all requirements and do not need to repeat it if they remain in the same position on the same governmental body.

Implementation and Notification Steps

- The Boards and Commissions application will be updated to clearly state the state-mandated training requirement, so all applicants are aware prior to applying.
- Upon appointment, the City Clerk's Office will notify new members that they must complete the training within 90 days of taking their oath of office. The notification will include the training options available.

- If an individual wishes to register for a training that requires a fee, they will notify the City Clerk's Office, who will handle the registration on their behalf.
- After the 90-day deadline, individuals who have not completed the training will receive an email notice from the City Clerk's Office indicating they have 60 additional days to comply with the statutory requirement. Relevant staff will be included on this notice to assist in contacting and supporting the individual as needed. City Council members will be informed to ensure awareness and, where appropriate, to leverage any connections they may have to help remind individuals of the training requirement.
- If training is not completed within the 60-day timeframe, the City Attorney's Office will be consulted regarding next steps. Such situations will be evaluated on a case-by-case basis.

The process flow chart below visually outlines the steps in this process:



BUDGET IMPACT

The funding source for the \$2,500 will be from the FY25 General Fund savings.

ACTION TO BE TAKEN

I respectfully request approval to allocate \$2,500 annually for state-mandated open meetings and public records training for members of governmental bodies who were elected or appointed after July 1, 2025.

cc: Crenna Brumwell, City Attorney
 Cori Burbach, Assistant City Manager
 Trish Gleason, Assistant City Clerk
 Jenny Larson, Chief Financial Officer
 Laura Bendorf, Budget Manager

**City of Dubuque
City Council**

CONSENT ITEMS # 12.

ITEM TITLE: Plat of Survey of Stockel Acres

SUMMARY: Zoning Advisory Commission recommending City Council approve the Final Plat of Stockel Acres subject to waiving the lot frontage requirement for Lot 2.
RESOLUTION Approving The Final Plat Of Stockel Acres, In The City Of Dubuque, Iowa

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

ATTACHMENTS:

1. ZAC Ltr to CC
2. Application (Ron Breitbach)
3. Application (Stockel)
4. Vicinity Map
5. Final Plat Stockel Acres
6. Certificate Sheets
7. Staff Memo
8. Resolution
9. Access Agreement (Ron Breitbach)

December 4, 2025

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

Applicant: Peg and Tim Stockel
Location: Clay Hill Road, PIN 1008200004
Description: Final Plat of Stockel Acres

Dear Mayor and City Council Members:

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

INTRODUCTION

This memorandum transmits the Final Plat of Stockel Acres, a resolution, and related materials for City Council review and approval.

DISCUSSION

Ron Breitbach, 16543 Herod Lane, spoke on behalf of the application. He stated that he is planning to purchase seven acres from the Stockel's at the north end of his property because his driving range customers have been hitting golf balls past the property line, so he would like to get the golf balls on his property.

Staff detailed the staff report noting that the submitted Plat of Survey of Stockel Acres is a Simple Subdivision which will subdivide off the southern seven acres and convey them to Mr. Breitbach. Staff stated that Lot 2 will not have street frontage, so that requirement needs to be waived. Staff explained that an access easement has been included on the plat. Mr. Breitbach noted that the access is to the west from Herod Lane.

Commissioners had no questions or concerns.

RECOMMENDATION

By a vote of 6 to 0, the Zoning Advisory Commission recommends that the City Council approve the Final Plat of Stockel Acres subject to waiving the lot frontage requirement for Lot 2

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Matthew Mulligan".

Matthew Mulligan, Chairperson
Zoning Advisory Commission

Attachments

APPLICATION FORM

Zoning Advisory Commission

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

Zoning Board of Adjustment

- ☐ Conditional Use Permit
☐ Special Exception
☐ Variance
☐ Appeal

Development Services

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

Historic Preservation Commission

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

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

A. Property Information

Site Location/Address: PIN 10-08-200-004 - Clay Hill Road
Legal Description/Parcel ID#/Subdivision: PIN 10-08-200-004
Existing Zoning: County Proposed Zoning: County Site Area (square feet/acres): 3,275,470 sq. ft./ 75 acres
Historic District: N/A Landmark: ☐ Yes ☒ No

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

Simple subdivision requesting a waiver of the bulk regulations for Lot 2 which does not have frontage on a public street or approved private street.

C. Applicant/Agent Information

Name: RONALD J. BREITBACH Phone: 563 542-5568
Address: 16543 AEROD LANE City: Dubuque
State: IA Zip: 52002 Email: Derby.GRANGE@GOLF606MALL.COM

D. Property Owner(s) Information

Name(s): Phone:
Address: City:
State: Zip: Email:

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

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

Applicant/Agent: Ronald J. Breitbach Date: 11-26-25

Property Owner(s): Date:

FOR OFFICE USE ONLY

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

APPLICATION FORM

Zoning Advisory Commission

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

Zoning Board of Adjustment

- ☐ Conditional Use Permit
☐ Special Exception
☐ Variance
☐ Appeal

Development Services

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

Historic Preservation Commission

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

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

A. Property Information

Site Location/Address: PIN 10-08-200-004 - Clay Hill Road
Legal Description/Parcel ID#/Subdivision: PIN 10-08-200-004
Existing Zoning: County Proposed Zoning: County Site Area (square feet/acres): 3,275,470 sq. ft./ 75 acres
Historic District: N/A Landmark: ☐ Yes ☒ No

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

Simple subdivision requesting a waiver of the bulk regulations for Lot 2 which does not have frontage on a public street or approved private street.

C. Applicant/Agent Information

Name: _____ Phone: _____
Address: _____ City: _____
State: _____ Zip: _____ Email: _____

D. Property Owner(s) Information

Name(s): Timothy W Spunkel Phone: 563-552-2896
Address: 16883 Clay Hill Road City: Dubuque
State: IA Zip: 52002 Email: timothy.spunkel@ymail.net

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

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

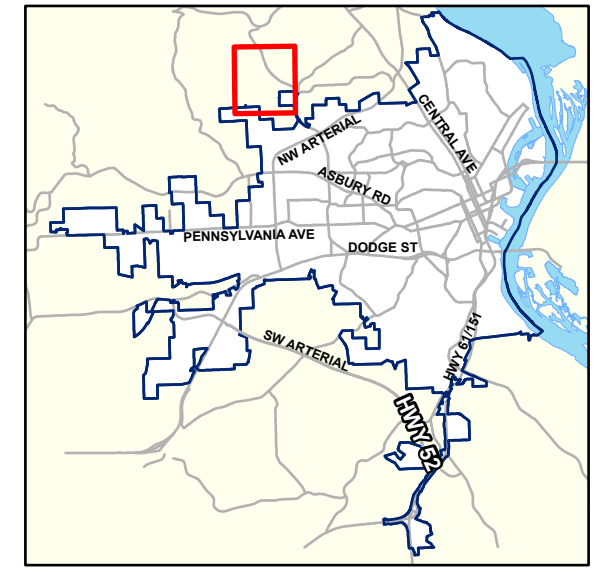
Applicant/Agent: _____ Date: _____

Property Owner(s): Timothy W Spunkel Date: 11/30/25
Leah Spunkel 11/30/25

FOR OFFICE USE ONLY

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

Vicinity Map

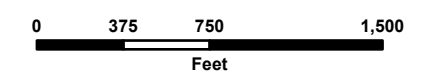
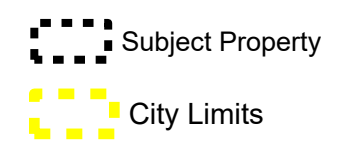


Applicant: Timothy and Peggy Stockel

Location: Clay Hill Road, PIN 1008200004

Type: Simple Subdivision

Description: Final Plat of Stockel Acres



RECORDER'S INDEX

LOCATION: LOT 2 IN THE EAST HALF OF THE
NORTHEAST QUARTER OF SECTION 8,
TOWNSHIP 89 NORTH, RANGE 2 EAST OF
THE 5th P.M., DUBUQUE COUNTY, IOWA

REQUESTOR: TIMOTHY W. STOCKEL

PROPRIETOR: TIMOTHY W. STOCKEL
AND PEGGY J. STOCKEL

SURVEYOR: DAVID P. SCHNEIDER

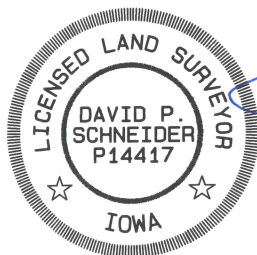
**SURVEYOR
COMPANY:** SCHNEIDER LAND SURVEYING
AND PLANNING, INC.

RETURN TO: DAVID P. SCHNEIDER
P.O. BOX 128 FARLEY, IOWA
Ph#563-744-3631 daves@yousq.net

FINAL PLAT
STOCKEL ACRES, DUBUQUE COUNTY, IOWA
LOT 2 IN THE EAST HALF OF THE NORTHEAST QUARTER
OF SECTION 8, TOWNSHIP 89 NORTH, RANGE 2 EAST
OF THE 5th P.M., DUBUQUE COUNTY, IOWA

TOTAL AREA
76.30 ACRES TOTAL
-0.68 ACRES ROAD
75.62 ACRES NET

SURVEY DESCRIPTION - STOCKEL ACRES, DUBUQUE COUNTY, IOWA
LOT 2 IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 8,
TOWNSHIP 89 NORTH, RANGE 2 EAST OF THE 5th P.M., DUBUQUE COUNTY, IOWA



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

David P. Schneider P.L.S. P14417

Date: 10/28/2025

My license renewal date is December 31, 2025.

Pages or sheets covered by this seal: SHEETS 1 AND 2

SCHNEIDER
Land Surveying
&
Planning, Inc.

P.O. Box 128
Farley, Iowa 52046
Ph# 563-744-3631
daves@yousq.net

Project: 3025A

Survey Date: 10/22/2025

Sheet: 1 of 8

OWNER'S CONSENT

_____, Iowa

_____, 2025

The foregoing plat of **Stockel Acres, Dubuque County, Iowa**, is made with the free consent and in accordance with the desires of the undersigned owners and proprietors of said real estate.

Timothy W. Stockel

Peggy J. Stockel

State of Iowa)
) ss:
County of Dubuque)

On this _____ day of _____, 2025, before me, a Notary Public in and for said State, personally appeared Timothy W. Stockel and Peggy J. Stockel, to me personally known, who being by me duly affirmed did say that they said, Timothy W. Stockel and Peggy J. Stockel, acknowledged the execution of said instrument to be their voluntary act and voluntarily executed.

Notary Public in the State of Iowa
My Commission Expires _____

MORTGAGE HOLDER'S ACKNOWLEDGMENT

The undersigned for _____ of _____,
State of Iowa do hereby certify that the attached plat of **Stockel Acres, Dubuque County, Iowa**, is made
with our free consent and in accordance with our desire as lien holder and mortgagee of the premises
described herein.

Bank _____

City _____

President _____

V.P. _____

State of Iowa)
) ss:
County of Dubuque)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for
said State, personally appeared _____ and _____ to me personally
known, who being by me duly sworn, did say that they are the _____, and
_____ respectively, of the corporation executing the within and foregoing instrument; that
the seal affixed thereto is the seal of the corporation; that the instrument was signed and sealed on behalf of
the corporation by authority of its Board of Directors; and that _____ and
_____ as officers acknowledged the execution of the foregoing instrument to be the
voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in the State of Iowa
My Commission Expires _____

DUBUQUE COUNTY TREASURER

Dubuque, Iowa _____, 20____

I, the undersigned, _____, Treasurer of Dubuque County, Iowa, do hereby certify that all
taxes and special assessments levied against **Stockel Acres, Dubuque County, Iowa**, have been paid and
said real estate is free and clear of all taxes as of this date.

County Treasurer of Dubuque County, Iowa

ATTORNEY'S OPINION

I, _____, a practicing attorney at law in (city) _____,
Dubuque County, Iowa have examined the abstract of title to the land included within **Stockel Acres,
Dubuque County, Iowa**, said abstract has been prepared in its entirety by the
_____ Abstract and Title Company, and was last certified to by said company on the
_____ day of _____, 20____, at the hour of _____ o'clock _M.
My examination of said abstract shows good and merchantable title on the date and hour of certification to
be in Timothy W. Stockel and Peggy J. Stockel. Dated at _____, Iowa in said County,
this _____ day of _____, 20__.

Signature Attorney at Law

Name (printed)_____

Address_____

Phone number_____

COUNTY ASSESSOR

Dubuque, Iowa

The forgoing plat was reviewed in the office of the Dubuque County Assessor this _____ day of _____, 2025.

County Assessor of Dubuque County, Iowa

COUNTY ENGINEER

Dubuque, Iowa _____, 2025

I, _____, the Dubuque County Engineer, have received and examined the foregoing plat of **Stockel Acres, Dubuque County, Iowa**, for compliance with the Dubuque County Engineering regulations and have found said plat to be acceptable.

County Engineer of Dubuque County, Iowa

DUBUQUE COUNTY BOARD OF HEALTH

Dubuque, Iowa _____, 2025

The forgoing plat of **Stockel Acres, Dubuque County, Iowa**, is hereby approved by the Dubuque County Board of Health and approval of said plat by the Dubuque County Board of Supervisors is hereby recommended.

Dubuque County Board of Health

COUNTY PLATS OFFICER

Dubuque, Iowa _____, 2025

I, _____, the Dubuque County Plats Officer, have received and examined the foregoing plat of **Stockel Acres, Dubuque County, Iowa**, for compliance with the Dubuque County Platting and Subdivision regulations and have found said plat to be acceptable.

County Plats Officer of Dubuque County, Iowa

DUBUQUE COUNTY PLANNING AND ZONING

Dubuque, Iowa _____, 2025

The foregoing plat of **Stockel Acres, Dubuque County, Iowa**, is hereby approved by the Dubuque County Planning and Zoning Commission and approval of said plat by the County Board of Supervisors is hereby recommended.

Dubuque County Planning & Zoning Commission
Chairperson

DUBUQUE COUNTY BOARD OF SUPERVISORS

Dubuque, Iowa _____, 20__

The Dubuque County Board of Supervisors of the County of Dubuque, Iowa, do hereby certify that the foregoing plat of **Stockel Acres, Dubuque County, Iowa**, has been filed in the office of the County Board of Supervisors and that by Resolution No. _____ the Dubuque County Board of Supervisors have reviewed and approved said plat.

Chairperson

Attest _____
Dubuque County Auditor

COUNTY AUDITOR

Dubuque, Iowa

The foregoing plat was entered of record in the office of the Dubuque County Auditor this _____ day of _____, 20____. We approve of the subdivision name or title to be recorded.

County Auditor of Dubuque County, Iowa

COUNTY RECORDER

Dubuque, Iowa

The foregoing plat has been received by the Dubuque County Recorder this _____ day of _____, 20____.

County Recorder of Dubuque County, Iowa

CITY OF DUBUQUE ZONING ADVISORY COMMISSION

Dubuque, Iowa _____, 20__

The foregoing plat of the **Stockel Acres, Dubuque County, Iowa**, being within the 2-mile jurisdiction of the corporate limits of the City of Dubuque is hereby approved by the City of Dubuque Zoning Advisory Commission and approval of said plat by the City Council of the City of Dubuque, Dubuque County, Iowa is here by recommended.

City of Dubuque Zoning Advisory Commission

Chairperson

CITY COUNCIL APPROVING PLAT

Dubuque, Iowa _____, 20__

The undersigned, Brad M. Cavanagh, Mayor and Adrienne N. Breitfelder, Clerk of the City of Dubuque, Dubuque County, Iowa do hereby certify that the foregoing plat of **Stockel Acres, Dubuque County, Iowa**, as appears heretofore has been filed in the Office of the City Clerk of Dubuque, Iowa, and that by Resolution No. _____ the Dubuque City Council approved said plat.

Brad M. Cavanagh – Mayor

Adrienne N. Breitfelder- City Clerk

State of Iowa)
) ss:
County of Dubuque)

On this _____ day of _____, 20__, before me, a Notary Public in and for the State of Iowa, personally appeared Brad M. Cavanagh and Adrienne N. Breitfelder, to me personally known, and who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Dubuque, Iowa; that the seal affixed to the foregoing instrument is the Corporate seal of the City of Dubuque, Iowa, and that said instrument was signed and sealed on behalf of the said City of Dubuque, Iowa, by authority of the City Council of said city, and the said Brad M. Cavanagh and Adrienne N. Breitfelder acknowledged the execution of said instrument to be the voluntary act and deed of said City of Dubuque, Iowa, by it voluntarily executed.

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

TO: Zoning Advisory Commission

FROM: Shena Moon, Associate Planner

DATE: November 25, 2025

SUBJECT: Final Plat of Stockel Acres

INTRODUCTION

The Final Plat of Stockel Acres is located in Dubuque County just north of Derby Grange Golf & Recreation (PIN 1008200004). The property is being subdivided with the intention of conveying a 7-acre parcel to the Derby Grange Golf and Recreation facility.

Pursuant to the Unified Development Code (UDC), the proposed subdivision is classified as a Simple Subdivision¹ and requires a waiver of bulk regulations and therefore requires review by the Zoning Advisory Commission.

DISCUSSION

The submitted Final Plat of Stockel Acres proposes to subdivide an approximately 75-acre property located in Dubuque County (PIN 1008200004). The property is located within two-miles of the City of Dubuque corporate limits and as such is subject to city review.

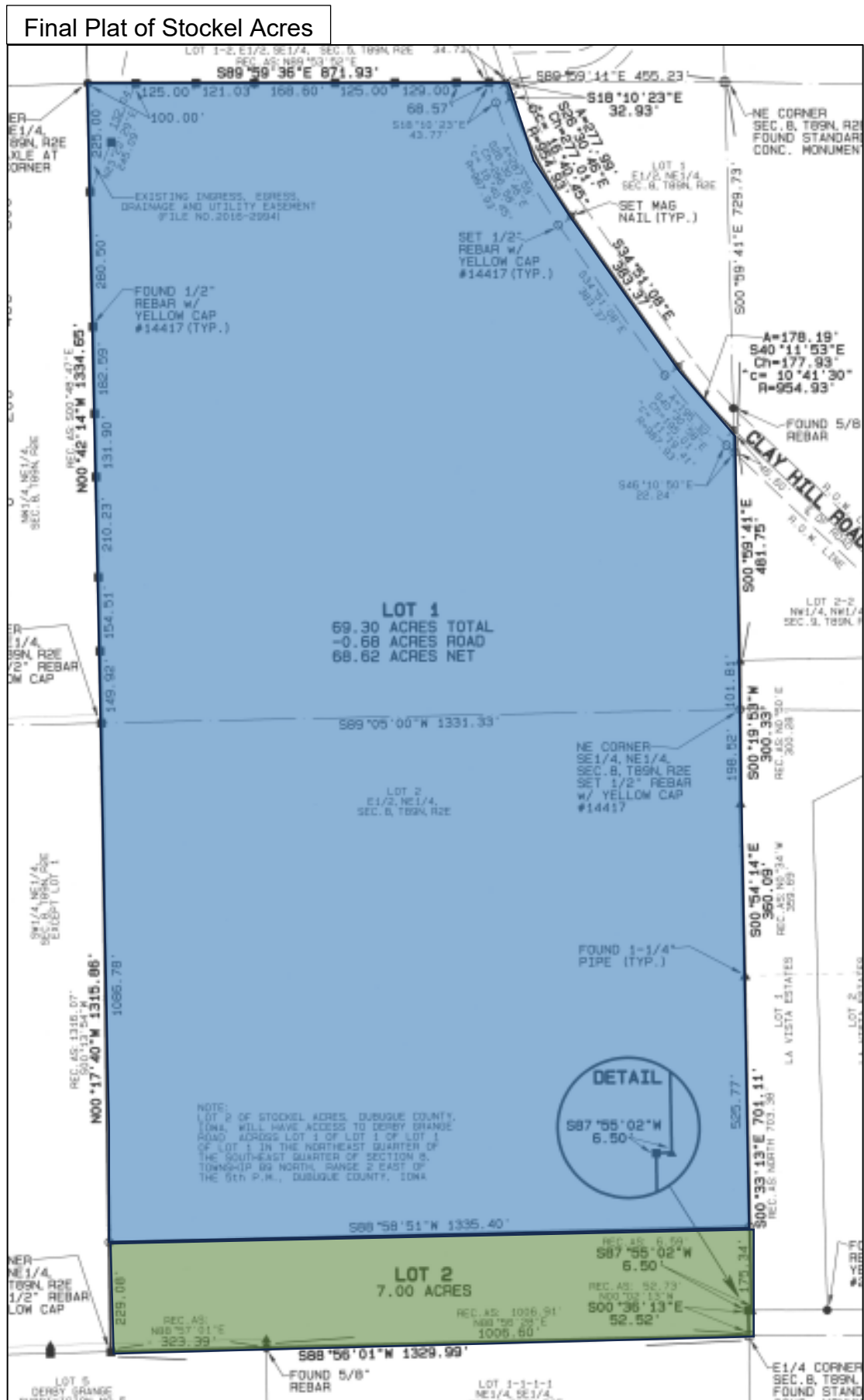
The Final Plat of Stockel Acres proposes to subdivide one (1) existing lot into two (2) lots. The following is a description of the proposed lots:

- Lots 1 would total approximately 70 acres and would continue to be used as agricultural land.
- Lot 2 would total 7 acres in area. This lot is planned to be conveyed to the property owner to the south for the expansion of the existing Derby Grange Golf & Recreation facility. Access to this lot would be granted by way of an access easement across the lot located directly to the south (Lot 1 of Lot 1 of Lot 1 of Lot 1 in the Northeast Quarter of the Southeast Quarter of Section 8, Township 89 North, Range 2 East of the 5th P.M., Dubuque County, Iowa).

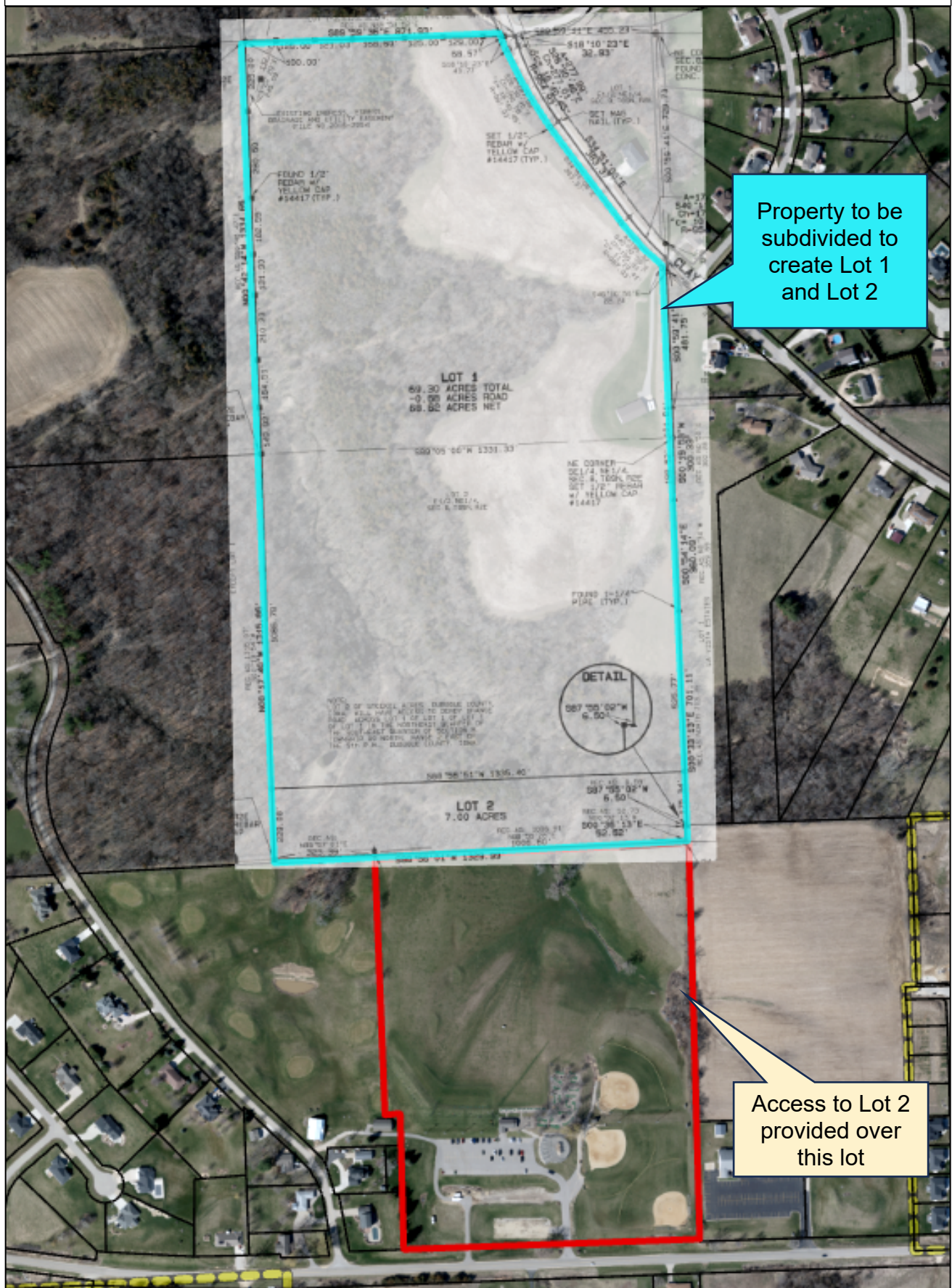
Lot 1 would have frontage on Clay Hill Road, a public road bordering the northeast side of the lot. Lot 2 would not have frontage on a public or private street; however, this lot would be accessed by way of an access easement across the lot located directly south of Lot 2 (PIN 1008428001). A private access easement document has been recorded with the Dubuque County Assessor, and the easement document number is noted on the proposed subdivision plat.

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

Final Plat of Stockel Acres



Final Plat of Stockel Acres



Final Plat of Stockel Acres

Pursuant to the Unified Development Code (UDC) Chapter 11-14, all lots must have frontage on a public street or private street. Lot 2 will not have frontage on a public or private street. Therefore, the applicant is requesting a waiver of the requirement for frontage on a public or private street for Lot 2.

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

RECOMMENDATION

Planning staff requests that the Zoning Advisory Commission review the Final Plat of Stockel Acres and recommends approval of the subdivision plat subject to waiving the requirement for frontage on a public or private street for Lot 2.

Attachments

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

RESOLUTION NO. - 25

**A RESOLUTION APPROVING THE FINAL PLAT OF STOCKEL ACRES,
IN THE CITY OF DUBUQUE, IOWA.**

Whereas, there has been filed with the City Clerk a Final Plat of Stockel Acres in the City of Dubuque, Iowa; and

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

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

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

Section 1. That Section 11-14(B) of Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is waived regarding required lot frontage on a private or public street for Lot 2 of the Final Plat of Stockel Acres.

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

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

By: _____
Brad M. Cavanagh, Mayor

ATTEST:

By: _____
Adrienne N. Breitfelder, City Clerk

Number: 202500013004
Recorded: 12/2/2025 at 9:59:35.0 AM
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax: \$0.00
Ann E. Sweeney RECORDER
Dubuque County, Iowa

Prepared by and return to: Brian J. Kane, KANE, NORBY & REDDICK, P.C., 2100 Asbury Rd., Ste. 2, Dubuque, IA 52001, (563) 582-7980

DECLARATION OF ACCESS EASEMENT AGREEMENT

THIS DECLARATION OF ACCESS EASEMENT AGREEMENT ("Agreement") is made this 1st day of Dec., 2025, by Derby Grange Farm, LLC an Iowa limited liability company (hereinafter the "Declarant" or "Parcel A Owner").

RECITALS

A. Declarant is the owner of, among other things, the following described real estate in Dubuque County, Iowa, referred to as "Parcel A:"

The South West ¼ of the North East ¼, except Lot 1 thereof, in Section 8, Township 89 North, Range 2 East of the 5th P.M., Dubuque County, Iowa, according to the United States Government Survey and the recorded Plat thereof.

For purposes of this Agreement, the titleholder of Parcel A shall hereinafter be referred to as "Parcel A Owner;"

B. Immediately adjacent to and contiguous with "Parcel A" lies a parcel of real estate presently owned by Timothy W. Stockel and Peggy J. Stockel (the "Stockels" or the "Parcel B Owners") legally described as:

The Southerly Seven (7) Acres of that certain real estate legally described Lot 2 of the E ½ of the NE ¼ in Section 8, Township 89 North, Range 2 East of the 5th P.M., in Dubuque County, Iowa, according to the United States Government Survey and the recorded plat thereof (hereinafter "Parcel B").

C. The Stockels have contracted to sell Parcel B to Declarant pursuant to a Real Estate Contract-Installments, which sale will close on or about January 2, 2026 (the "Sale").

D. Parcel A has access to a public right-of-way via Herod Lane to the east and west of Parcel A, as shown in more particular detail on Exhibit "A," attached hereto and by this reference made a part hereof. In consideration of the anticipated Sale by the Stockels to Declarant, Declarant desires to grant unto Parcel B an easement for ingress and egress over Parcel A from Herod Lane,

as shown on Exhibit A. No new point of access will be necessary in connection with the creation of a plat of survey for Parcel B.

E. Declaration desires to reduce to writing this Declaration and the easement set out herein for ingress and egress to Parcel B over Parcel A.

THEREFORE, for the purposes of declaring its intentions, Declarant states as follows:

1. **Easement Grant.** Declarant hereby grants a non-exclusive, perpetual easement over Parcel A for ingress and egress to Parcel B as shown on the attached Exhibit A.

2. **Permitted Users.** The Easement may be used by the owners of Parcel A and Parcel B, together with their respective licensees and invitees.

3. **Maintenance, Repair and Replacement.** Parcel A Owner shall be responsible for all costs of maintenance, repairs and replacement of the Easement. For purposes of this Agreement "Maintenance" is defined as the work normally necessary to preserve and keep the Easement as nearly as possible in its present condition or as improved in the future, ordinary and reasonable wear and tear excepted, and includes repairs, reconstruction, resurfacing, noxious weed control and snow and ice removal.

4. **Barriers.** Parcel A Owner shall take all action as is necessary to prohibit any interference with the use of the Easement granted under this Agreement, but occasional, partial blockages may occur in connection with the Maintenance. Prior to the closing of the Sale, the Stockels may not make any improvements, alterations, or changes to the Easement, nor shall any they impede, in whole or in part, the free flow of traffic thereon.

5. **Covenants Run with Land.** All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Parcel A Owner and its respective successors in interest and assigns.

6. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

7. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Dubuque County Recorder.

8. **Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

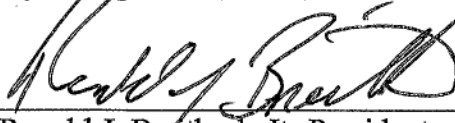
9. **Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

10. **Enforcement.** Enforcement of this Agreement by Parcel A Owner may be made by proceedings at law or in equity against any person or persons, including the Stockels, violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, such suit may only be brought in the Iowa District Court for Dubuque County.

11. **No Public Dedication.** Nothing in this Agreement shall be deemed to be a gift or dedication of any portion of the Easement granted under this Agreement to the Parcel B Owners or for any public purpose whatsoever. There shall be no dedication to the public of the Easement, whether by express grant, implication, or prescription. These measures may include, without limitation, the posting of "Private Road" or "No Through Traffic" signs, as applicable. Such measures shall not, however, unreasonably interfere with the Easement rights granted under this Agreement to the Parcel B Owners.

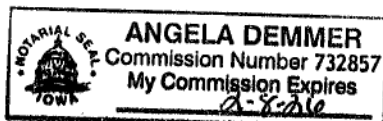
12. **Condition Subsequent.** In the event that, for any reason, Declarant (or Declarant's Assignee) does not receive a Special Warranty Deed from Parcel B Owners in final consummation of the Sale, this easement shall terminate and be of no further force or effect.

Derby Grange Farm, LLC., Declarant

By 
Ronald J. Breitbach, Its President

STATE OF IOWA)
)ss:
COUNTY OF DUBUQUE)

This instrument was acknowledged before me on the 1st day of December, 2025, by Ronald J. Breitbach, as President of Derby Grange Farm, LLC, an Iowa limited liability company.



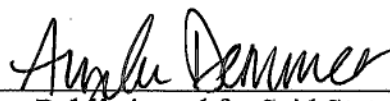

Notary Public in and for Said State

EXHIBIT "A"

See attached drawing.



**City of Dubuque
City Council**

CONSENT ITEMS # 13.

ITEM TITLE: 2025 Maintenance Dredging Project - Acceptance of Public Improvement Construction Contract

SUMMARY: City Manager recommending City Council adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$261,416.21 to Newt Marine Service for the 2025 Maintenance Dredging Project.
RESOLUTION Accepting The 2025 Maintenance Dredging Project And Authorizing Final Payment To The Contractor

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

ATTACHMENTS:

1. MVM Memo
2. 2025 Maintenance Dredging Project - Council Acceptance Staff MEMO
3. 2025 Maintenance Dredging Project - Council Accept Final Payment RESOLUTION

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

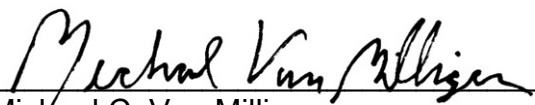
SUBJECT: 2025 Maintenance Dredging Project
Acceptance of Public Improvement Construction Contract
Project Number: 5546000001-304-67990 - Harbor Area Dredging

DATE: December 10, 2025

Assistant City Engineer Robert Schiesl is recommending City Council adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$261,416.21 to Newt Marine Service for the 2025 Maintenance Dredging Project.

The 2025 Maintenance Dredging Project was completed by Newt Marine Service of Dubuque Iowa in the final contract amount of \$261,416.21 which is a 9.7% increase from the original contract amount of \$238,385.50. The added costs incurred were a result of payment for over depth dredging. In accordance with the contract documents to cover inaccuracies of the dredging process, material removed below the design dredge elevation to a depth of not more than 6 inches is measured and paid for at the contract unit price.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Robert Schiesl, Assistant City Engineer
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Nathan Steffen, Civil Engineer

TO: Michael C. Van Milligen, City Manager

FROM: Robert Schiesl, Assistant City Engineer

DATE: December 10, 2025

RE: 2025 Maintenance Dredging Project
Acceptance of Public Improvement Construction Contract
Project Number: 5546000001-304-67990 - Harbor Area Dredging

INTRODUCTION

The enclosed resolution provides for the acceptance of the Public Improvement Construction Contract for the 2025 Maintenance Dredging Project.

BACKGROUND

The Sportfishing and Boating Safety Act - BIG Tier 1 grant funding supports boating as a popular recreational activity; there are approximately 11.8 million registered recreational boats in the United States. Of this total, an estimated 584,000 are at least 26 feet long. The Sportfishing and Boating Safety Act of 1998 (Public Law 105-178) established the Boating Infrastructure Grants (BIG) Program (16 U.S.C. 777g-1) to provide funding to the 50 States, for the construction, renovation, and maintenance of boating infrastructure facilities for transient recreational vessels at least 26 feet long that are operated, leased, rented, or chartered primarily for pleasure.

On September 5th, 2023, the City Council authorized, and staff submitted a Boating Infrastructure Grant (BIG Tier 1) application to the US Fish and Wildlife Service and Iowa Department of Natural Resources for dredging the marina to provide transient boaters, and boaters who operate vessels 26 feet or larger, access to docking and safe harbor facilities, including fueling, pump-out, bathroom and shower facilities, access to clean water, electricity, and other utilities.

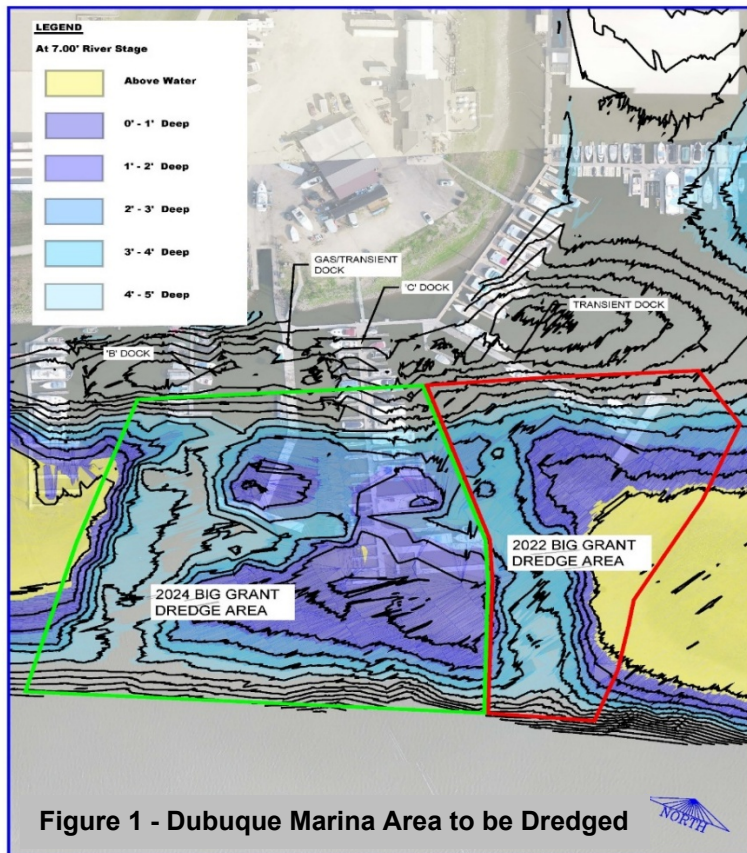
In July 2024, the City received the Notice of Award from the Iowa DNR / USFWS for the BIG Tier 1 Grant, and per Resolution 307-24, the City Council authorized the execution of the BIG Tier 1 Subrecipient Grant Agreement.

DUBUQUE MARINA FUNDING AGREEMENT

On July 7th, 2025, per Resolution 242-25, the City Council authorized the execution of a Funding Agreement between the City and Dubuque Marina, Inc. for the partnership agreement to provide the required local match funding (\$100,000) for the 2024 BIG Tier 1 Grant to perform maintenance dredging at Dubuque Marina

BIG TIER 1 GRANTS - DREDGING PLAN

The objective and scope of work for the 2025 Maintenance Dredging Project, utilizing the 2024 BIG TIER 1 Grant funding that was awarded is to perform maintenance dredging within the approximate area shown in Figure 1, to an approximate river bottom elevation of 586.5-Ft., which will provide adequate depth for transient boats 26 feet in length or greater and will create a safe open water for navigating vessels from the Peosta Channel to the Marina Channel to and from the existing transient dock for fuel, water, and holding tank pump-out.



2024 Maintenance Dredging Project No. 1

2022 BIG Tier 1 Grant Funding was used to perform dredging within the area outlined in **RED**, this project was complete in 2024.

2025 Maintenance Dredging Project

2024 BIG Tier 1 Grant Funding to be used to perform dredging within the area outlined in **GREEN**.

The dredging project will provide adequate depth and an improved open waterway for safely navigating transient vessels. By dredging and creating the open waterway from the Peosta Channel to the marina transient docks, this will create improved water flow and water circulation which will reduce the potential for future sediment siltation within the proposed dredge location. The proposed dredged open waterway will be more sustainable long-term and will maximize the return on the investment of federal BIG funding with a long-term solution in providing safe harbor access for daily and overnight transient boaters.

DISCUSSION

With the completion of the current 2025 Maintenance Dredging Project alongside previous dredging efforts in 2023 and 2024, the Dubuque Marina now benefits from adequate depth and enhanced open waterway access at its highest priority areas for recreational and transient boating. By dredging additional zones beyond the City's maintenance obligations and establishing open channels from the Peosta Channel has created safe open water for navigating vessels to and from the existing transient dock for fuel, water, and holding tank pump-out.

The 2025 Maintenance Dredging Project was completed by Newt Marine Service of Dubuque Iowa in the final contract amount of \$261,416.21 which is a 9.7% increase from the original contract amount of \$238,385.50. The added costs incurred were a result of payment for over depth dredging. In accordance with the contract documents to cover inaccuracies of the dredging process, material removed below the design dredge elevation to a depth of not more than 6 inches is measured and paid for at the contract unit price.

RECOMMENDATION

I recommend that the City Council accept the Public Improvements and authorize the payment of \$261,416.21 to Newt Marine Service for the 2025 Maintenance Dredging Project.

BUDGET IMPACT

The project cost for the 2025 Maintenance Dredging Project is summarized in the following table:

Description	Cost Estimate	Award	Final Cost
Dredge Construction - Dubuque Marina	\$ 202,700.00	\$ 211,455.50	\$ 234,665.23
Alternate 1 - Remove and Replace Dock Spuds	18,000.00	20,000.00	20,000.00
Alternate 2 - Lift Well Dredging	14,400.00	6,930.00	6,750.98
Contingency	35,000.00	31,714.50	0.00
Total Construction Cost (Newt Marine)	\$ 270,100.00	\$ 270,100.00	\$ 261,416.21
Bathometric Survey (Mohn Surveying, Inc.)	-	-	3,276.00
Total Construction Cost	\$ 270,100.00	\$ 270,100.00	\$ 264,692.21

The proposed funding for this project is summarized as follows:

Project Number	Fund Description	Fund Amount
5546000001-304-67990	Harbor Area Dredging (BIG TIER 1 Grant)	\$ 164,692.21
	Private Participation - Dubuque Marina	100,000.00
Total Project Funding		\$ 264,692.21

REQUESTED ACTION

The City Council is requested to adopt the attached resolution to accept the Public Improvement Construction Contract and to authorize the payment of the contract amount of \$261,416.21 to Newt Marine Service for the 2025 Maintenance Dredging Project.

cc: Jenny Larson, Chief Financial Officer
 Nathan Steffen, Civil Engineer
 George Scholten, Iowa DNR
 Dubuque Marina

F:\PROJECTS\DREDGING PROJECTS\2025 Maintenance Dredge\Council & Staff Documents\Award

RESOLUTION NO.

ACCEPTING THE 2025 MAINTENANCE DREDGING PROJECT AND AUTHORIZING FINAL PAYMENT TO THE CONTRACTOR

WHEREAS, the 2025 Maintenance Dredging Project (the Project) to perform maintenance dredging at Dubuque Marina; and

WHEREAS, the Public Improvement Contract for the Project has been completed by the contractor, Newt Marine Service (Contractor), and the City Engineer has examined the work and recommends that the Project be accepted; and

WHEREAS, the final contract amount for the Project is \$261,416.21; and

WHEREAS, the Contractor has previously been paid \$253,573.72, leaving a balance of \$7,842.49; and

WHEREAS, the City Council finds that the recommendation of the City Engineer should be accepted.

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

SECTION 1. The recommendation of the City Engineer is approved and the Project is hereby accepted.

SECTION 2. The Chief Financial Officer is hereby directed to pay the balance of the retainage of \$7,842.49 as provided in Iowa Code Chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code Chapter 573 or Iowa Chapter 26.13.

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**CITY ENGINEER CERTIFICATE OF FINAL COMPLETION OF THE 2025
MAINTENANCE DREDGING PROJECT**

The undersigned City Engineer of the City of Dubuque, Iowa, hereby certifies that he has inspected the 2025 Maintenance Dredging Project and work has been performed in compliance with the terms of the Public Improvement Contract, and that the total cost of the completed work is \$264,692.21.

Dated this the 10th day of December, 2025.


Gus Psihoyos, City Engineer

Filed in the office of the City Clerk on the 10th day of December, 2025.


Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 14.

ITEM TITLE: Eagle Point Water Treatment Plant Roof Rehabilitation Project - Award Construction Contract

SUMMARY: City Manager recommending City Council award of the Eagle Point Water Treatment Plant Roof Rehabilitation Project construction contract to Poly Vinyl Roofing, Inc. of Mount Vernon, Iowa in the amount of \$357,068.00 which is 28% below the estimate.
RESOLUTION Eagle Point Water Treatment Plant Roof Rehabilitation Project Awarding Public Improvement Construction Contract For The Eagle Point Water Treatment Plan Roof Rehabilitation Project

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

ATTACHMENTS:

1. MVM Memo
2. EP WTP Roof Rehab Request for Award
3. EP WTP Roof Rehab Bid Tabulation Summary Sheet
4. EP WTP Roof Rehab Bid Award Resolution

TO: The Honorable Mayor and City Council Members

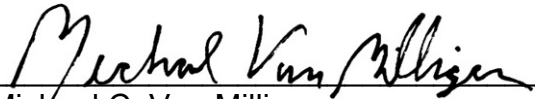
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Eagle Point Water Treatment Plant Roof Rehabilitation Project - Award Construction Contract

DATE: December 9, 2025

Water Department Director Christopher Lester is recommending City Council award of the Eagle Point Water Treatment Plant Roof Rehabilitation Project construction contract to Poly Vinyl Roofing, Inc. of Mount Vernon, Iowa in the amount of \$357,068.00 which is 28% below the 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
Christopher Lester, Water Department Director
Jennifer Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Eldon Schneider, Water Project Supervisor
Nick Connolly, Water Operations Supervisor

TO: Michael C. Van Milligen, City Manager

FROM: Christopher Lester, Water Department Director

DATE: December 1, 2025

SUBJECT: Eagle Point Water Treatment Plant Roof Rehabilitation Project - Award Construction Contract

INTRODUCTION

The purpose of this memorandum is to request award of the Eagle Point Water Treatment Plant Roof Rehabilitation Project contract to Poly Vinyl Roofing, Inc. of Mount Vernon, Iowa in the amount of \$357,068.00.

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 the Council Meeting on October 6, 2025, and the project was publicly advertised on October 8, 2025.

A public hearing to review the proposed plans and specifications, form of contract, and estimated project cost was initially scheduled but did not occur as planned. The hearing was rescheduled at the November 17, 2025 Council Meeting to take place on December 1, 2025. At that meeting, the Council granted approval of the plans, specifications, form of contract, and estimated cost for the project.

Sealed bids for the Eagle Point Water Treatment Plant Roof Rehabilitation Project contract were received and publicly opened on October 23, 2025. Poly Vinyl Roofing, Inc. of Mount Vernon, Iowa submitted the apparent low bid in the amount of \$357,068.00.

A summary of the bid proposals received is as follows:

Item No.	Contractor Name	Lump Sum Bid Amount
1	Poly Vinyl Roofing	\$357,068.00
2	White Roofing	\$421,560.00
3	Jim Gieses Commercial Roofing	\$494,030.00

The lump sum bid of \$357,068.00 is 28% lower than the estimate of \$500,000.00. Water Department staff have reviewed the bids and determined Poly Vinyl Roofing meets the bidding requirements and can complete the project as specified.

PROJECT SCHEDULE

The schedule for the project is as follows:

- | | |
|-------------------------------|-------------------|
| - 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	Award
Construction Contract	\$500,000.00	\$357,068.00
Contingency	\$50,000.00	\$35,707.00
Total Project Cost	\$550,000.00	\$392,775.00

The funding summary is as follows:

CIP	Funding Source	Amount
4281000044	Water Construction Fund (FY26)	\$590,000.00
Total Project Funding		\$590,000.00

ACTION TO BE TAKEN

I respectfully request award of the Eagle Point Water Treatment Plant Roof Rehabilitation Project construction contract to Poly Vinyl Roofing, Inc. of Mount Vernon, Iowa in the amount of \$357,068.00.

cc: Jennifer Larson, Chief Financial Officer
Eldon Schneider, Water Project Supervisor
Nick Connolly, Water Operations Supervisor

BID TABULATION SUMMARY SHEET

LUMP SUM BID

Project: Eagle Point Water Treatment Plan Roof Rehabilitation Project
Location: Conference Room B, City Hall, Dubuque, IA
Date: Thursday, October 23, 2025
Time: 2:00 PM
CIP No.: 4281000044

Bid	Company	Bid Bond 10%	Bidder Status Form	Contractor Background Information	Addendums 1	Base Bid	Alternate 1	Alternate 2	Basis of Award
		Section 00450	Section 00460	Section 00470 OR 00471	Section 00401.12	Section 00401.4	(Insert Alt. Title) Section 00401.5	(Insert Alt. Title) Section 00401.5	Base Bid
1	Poly Vinyl Roofing	X	X	N/A	X	\$357,068.00	N/A	N/A	\$357,068.00
2	White Roofing	X	X	N/A	X	\$421,560.00	N/A	N/A	\$421,560.00
3	Jim Giese Commercial Roofing	X	X	N/A	X	\$494,030.00	N/A	N/A	\$494,030.00
4				N/A			N/A	N/A	
5				N/A			N/A	N/A	
6				N/A			N/A	N/A	

RESOLUTION NO. ____-25

**EAGLE POINT WATER TREATMENT PLANT ROOF REHABILITATION
PROJECT**

**AWARDING PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT FOR THE
EAGLE POINT WATER TREATMENT PLAN ROOF REHABILITATION
PROJECT**

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 ordered that the project be advertised for bids; and

Whereas, the City Council, by Resolution No. 384-25, dated December 1, 2025, 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, sealed proposals have been submitted by contractors for the Eagle Point Water Treatment Plan Roof Rehabilitation Project pursuant to Resolution No. 319-25 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service wide circulation on the 8th day of October 2025; and

Whereas, said sealed proposals were opened and read on the 23rd day of October 2025 and it has been determined that Poly Vinyl Roofing, Inc. of Mount Vernon, Iowa submitted low bid in the amount of \$357,068.00, and is the lowest responsive, responsible bidder for the Project.

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

A Public Improvement Construction Contract for the Project is hereby awarded to Poly Vinyl Roofing, Inc. of Mount Vernon, Iowa and the City Manager

is hereby directed to execute a Public Improvement Construction Contract on behalf of the City of Dubuque for the Project.

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 15.

ITEM TITLE: Grass and weed cutting and garbage collection assessments

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

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

ATTACHMENTS:

1. MVM Memo
2. Council_Memo_December 2025
3. Grass, Weed and Garbage Resolution December 2025
4. Grass, Weed and Garbage notice - December 2025
5. Assessments Grass-Weeds-Garbage 12-25



TO: The Honorable Mayor and City Council Members

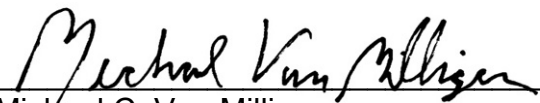
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Grass and weed cutting and garbage collection assessments

DATE: December 9, 2025

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

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


Michael C. Van Milligen

MCVM:sv
Attachment

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

TO: Michael C Van Milligen, City Manager

FROM: Sandra Fowler, Housing and Community Development Director

DATE: December 8, 2025

SUBJECT: Grass and weed cutting and garbage collection assessments

INTRODUCTION

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

INTRODUCTION

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

RECOMMENDATION

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

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

RESOLUTION NO. _____-25

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

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

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

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

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

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

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

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

Brad M Cavanagh
Mayor

Attest:

Adrienne N. Breitfelder
City Clerk

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

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

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

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

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

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

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

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

Adrienne N. Breitfelder
City Clerk

Grass/Weed/Garbage Assessments

Location		Owner	Parcel #	AMOUNT	CATEGORY
439 WINONA	LOT 12 DEMING & HORRS SUB	Sanders Properties LLC 11452 Duve Ln Dubuque IA 52001	1025154005	\$253.00	garbage
3197 WINDSOR	LOT 1 SHERIDAN ADD	Mid America Property Management LLC PO Box 1572 Dubuque IA 52004	1013201018	\$113.00	garbage
2112 JACKSON	S 32'-LOT 50 L H LANGWORTHY'S ADD	Mid America Property Management LLC PO Box 1572 Dubuque IA 52004	1024209008	\$220.00	garbage
1609 WASHINGTON	LOT 2-N 33'3" OF LOT 82 EAST DUBUQUE ADD	Mid America Property Management LLC PO Box 1572 Dubuque IA 52004	1024268020	\$240.00	garbage
1355 GLEN OAK	S 47' LOT 1 ROHNERS SUB & LOT 4 ROHNERS SUB	Big Unit Rentals LLC 6132 Forest Hills Dr Dubuque IA 52002	1023482009	\$113.00	garbage
1697 JACKSON	N 1/5 OF CITY LOT 492	Mid America Property Management LLC PO Box 1572 Dubuque IA 52004	1024177026	\$113.00	garbage
611 UNIVERSITY	LOT 44 FARLEYS SUB	609-611 University Ave Dubuque LLC 1929 Clifford St	1025127001	\$281.00	garbage
1596 IOWA	N 1/2 OF N 1/5 OF CITY LOT 454	Conrad, Ronald J Jr 14115 Kathleen CT Dubuque IA 52003	1024403001	\$38.00	garbage
1360 DELL	LOT 2-810 A MCDANIELS SUB	Paul, Jacob R 1005 Bluff St Dubuque IA 52001	1024340003	\$130.00	grass/weeds
656 W 11TH	E 1/2 OF LOT 11 FARLEYS SUB	Dpre LLC 526 W 5th Dubuque IA 52001	1024385007	\$95.00	grass/weeds
730 BERKLEY	LOT 7 BLK 2 SUNNYVIEW HILLS SUB	Twining, Robert D li 730 Berkley Pl Dubuque IA 52001	1014404021	\$95.00	grass/weeds
1035 WILSON	LOT 11 CAINS SUB	Chapman, Richard M & Kristina 1035 Wilson Ave Dubuque IA 52001	1025103007	\$130.00	grass/weeds

Grass/Weed/Garbage Assessments

1326 ELM	S 1/2 LOT 195 EAST DUBUQUE ADD	Volgarino Rental LLC 3817 Tahoe Ln SE Cedar Rapids IA 52403	1024432010	\$95.00	grass/weeds
606 W LOCUST	LOT 15A QUIGLEYS SUB OF 710 & LOT 9A QUIGLEYS SUB OF 711	Wolbers, Russell M & Ryan Patrick 417 S Grandview Ave Dubuque IA 52003	1024159003	\$165.00	grass/weeds
2574 JACKSON	S 25' OF LOT 17 E LANGWORTHYS ADD	Mcdermott, Beverly J 2217 Queen St Apt 202 Dubuque IA 52001	1013335002	\$95.00	grass/weeds
1266 JACKSON	S 1/2 LOT 58 & N 1'6" - N 1/2 - LOT 59 EAST DUBUQUE ADD	Landlord 36 Holdings LLC 3425 Painted River Lane Las Vegas NV 89129	1024435006	\$130.00	grass/weeds
2073 JACKSON	LOT 3 & LOT 2-2 OF E 1/2-LOTS 42 & 43 L H LANGWORTHY'S ADD	Stollfuss, Allison M 2073 Jackson St Dubuque IA 52001	1024213010	\$130.00	grass/weeds
2940 BALKE	LOT 30 BELMONT ADD	Johll, Sandra J 2940 Balke St Dubuque IA 52001	1013134003	\$95.00	grass/weeds
1225 N BOOTH	LOT 2-1 TRENKS BOOTH ST PL	Fries, Thomas A 1225 N Booth St Dubuque IA 52001	1023483017	\$130.00	grass/weeds
309 JONES	LOT 2-1 CITY LOT 569 & LOT 2-1 CITY LOT 570	Behning, Karl L 309 Jones St Dubuque IA 52001	1025285007	\$130.00	grass/weeds
2540 ELM	LOT 77 E LANGWORTHY'S ADD	Sharkey, Greg 2540 Elm St Dubuque IA 52001	1013413004	\$95.00	grass/weeds
620 EDITH	LOT 66 & E 7' OF LOT 67 O'NEILLS RIVERVIEW	Small, Shawn W & Kathy L 620 Edith St Dubuque IA 52001	1013127009	\$130.00	grass/weeds
1906 ELLIS	N 1/2 OF LOT 44 COXS ADD	Jasro LLC 1560 Langenberg Ave Iowa City IA 52240	1024180012	\$95.00	grass/weeds
35 CLARKE	LOT 1-1-5 L H LANGWORTHYS SUB	Finn, Robert T 35 Clarke Dr Dubuque IA 52001	1024251008	\$165.00	grass/weeds
2105 FOYE	N 72' OF LOT 2-7 ELLEN BLAKES SUB	Nelson, Nicholas B 2105 Foye St Dubuque IA 52001	1024154008	\$95.00	grass/weeds
632 W 8TH	LOT 25 ROGERS SUB	Budde, Lance A 7697 N Indian Rdg East Dubuque IL 61025	1025133009	\$112.50	garbage

Grass/Weed/Garbage Assessments

1875 ST JOSEPH	BAL-E 50'-E 100'-W 250'-LOT 8 & E 50'-W 100'-E 240'-LOT 9 SISTERS ADD	Bissell, Ann E 1875 Saint Joseph St Dubuque IA 52003-7143	1026405017	\$165.00	grass/weeds
521 EDITH	LOTS 72, 73, & W 2' OF 2-74 O'NEILLS RIVERVIEW	Banowetz-Mattoon, Gretchen L 521 Edith St Dubuque IA 52001	1013126006	\$130.00	grass/weeds
2540 ELM	LOT 77 E LANGWORTHY'S ADD	Sharkey, Greg 2540 Elm St Dubuque IA 52001	1013413004	\$165.00	grass/weeds
1276 JACKSON	N 1/2 LOT 58 EAST DUBUQUE ADD	Mullady, Betty Ann 1276 Jackson St Dubuque IA 52001	1024435005	\$165.00	grass/weeds
3599 CRESCENT	LOT 4 VOSBERGS CENTER GROVE SUB	Rettenmaier, Randi J & Janet M 3599 Crescent CT Dubuque IA 52003	1028453010	\$130.00	grass/weeds
1590 N GRANDVIEW	LOT 60 WOODLAWN PARK	Tk Properties LLC 8911 Taylor Rd Janesville IA 50647	1023459001	\$95.00	grass/weeds
2611 CENTRAL	LOT 1-1-244 DAVIS FARM ADD	Meizler, Kimberly R 22826 Glenmoor Heights Farmington Hills MI 48336	1013314017	\$95.00	grass/weeds
690 W LOCUST	LOT 1-3, 1-2 & 1-1 CONNOLLY'S SUB & LOT 1 OF PT OF CITY LOT 711	Ramham Enterprises LLC 1180 Shawford Way Elgin IL 60120	1024158017	\$95.00	grass/weeds
370 KAUFMANN	LOT 3 OF SUB LOTS 138, 140 & 142 L H LANGWORTHY'S ADD	Boge, Robert E 2853 Katrina Circle Dubuque IA 52001	1024106006	\$130.00	grass/weeds
1540 BRIAN	LOT 2-14 JAEGER HGTS	Kiser, Alan T 1540 Brian Dr Dubuque IA 52003	1501177002	\$165.00	grass/weeds
TOTAL				\$4,818.50	

**City of Dubuque
City Council**

CONSENT ITEMS # 16.

ITEM TITLE:	Parking Revenue Collector FTE Allocation Change
SUMMARY:	City Manager recommending City Council approval to allow Transportation Services Parking Department to modify the full-time employee (FTE) allocation for the Parking Revenue Collector position to 0.50 FTE with a 0.15 FTE Custodian position.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

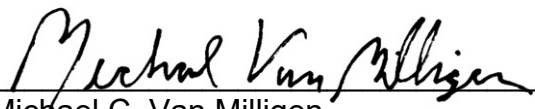
1. MVM Memo Parking Revenue Collector FTE Allocation Change
2. Transportation Memo-Parking Revenue Collector FTE Allocation Change-12-12

TO: The Honorable Mayor and City Council Members
FROM: Michael C. Van Milligen, City Manager
SUBJECT: Parking Revenue Collector FTE Allocation Change
DATE: December 11, 2025

Director of Transportation Services Ryan Knuckey is recommending City Council approval to allow Transportation Services Parking Department to modify the full-time employee (FTE) allocation for the Parking Revenue Collector position to 0.50 FTE with a 0.15 FTE Custodian position.

This modification would have a positive impact on the budget. There would be a cost savings of \$535.31 compared to the current Department structure.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Ryan Knuckey, Director of Transportation Services
Russ Stecklein, Transportation Services Operations Supervisor
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Kristen Dietz, Talent Acquisition Manager
Amanda Koppes, Human Resources Employment Specialist



TO: Michael C. Van Milligen, City Manager

FROM: Ryan Knuckey, Director of Transportation Services

SUBJECT: Parking Revenue Collector FTE Allocation Change

DATE: December 8, 2025

BACKGROUND:

The purpose of this memo is to request authorization to modify the full-time employee (FTE) allocation for the Parking Revenue Collector position in the Parking Department.

DISCUSSION:

The Transportation Services Parking Department currently has 0.73 FTE allocated for our Parking Revenue Collector. After careful consideration, it has been decided less time is needed for our Parking Revenue Collector's duties. With the 0.23 FTE of unused time, Parking would like to reallocate the time to be used for a Custodian at 0.15 FTE.

There is a need for this position to support the facilities in the Intermodal and Central ramps along with supporting Parking staff on vacations and leaves of absence. Part-time Custodians are not eligible to be in a collective bargaining agreement. I recommend that the position move to the general employee wage plan.

It is being recommended that Parking be allowed to have a 0.50 FTE Parking Revenue Collector and a 0.15 FTE Custodian. This is a cost savings and will greatly benefit the City of Dubuque.

BUDGET IMPACT:

This modification would have a positive impact on the budget. There would be a cost savings of \$535.31 compared to the current Department structure.

Current Budget	Grade	Rate	Amount
0.73 Parking Revenue Collector	NB04	\$19.73	\$17,647.10

Proposed Budget	Grade	Rate	Amount
0.50 Parking Revenue Collector	NB04	\$19.73	\$12,087.06
0.15 Custodian (Gen Employ)	NB06	\$27.34	\$5,024.74
		New Total:	\$17,111.80
		Wage Savings:	\$535.30

REQUESTED ACTION:

I respectfully request City Manager approval to allow Transportation Services Parking Department to modify the Parking Revenue Collector to 0.50 FTE with a 0.15 FTE Custodian position.

Cc: Shelley Stickfort, Chief Human Resources Manager
Laura Bendorf, Budget Manager
Kristen Dietz, Talent Acquisition Manager
Amanda Koppes, Human Resources Employment Specialist
Russ Stecklein, Transportation Services Operations Supervisor

**City of Dubuque
City Council**

CONSENT ITEMS # 17.

ITEM TITLE:	Areas of Persistent Poverty RFP
SUMMARY:	City Manager recommending City Council authorization to release the Areas of Persistent Poverty RFP and that the City Manager be authorized to negotiate and execute an agreement with the recommended consultant.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Memo Areas of Persistent Poverty RFP (003)
3. RFP AoPP (003)

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

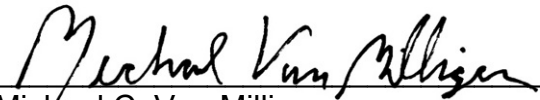
SUBJECT: Areas of Persistent Poverty RFP

DATE: December 9, 2025

Director of Transportation Services Ryan Knuckey is recommending City Council authorization to release the Areas of Persistent Poverty RFP and that the City Manager be authorized to negotiate and execute an agreement with the recommended consultant.

The local share is \$25,000 and the FTA share is \$225,000. The estimated cost for consulting services associated with the Master Plan Development and Implementation Project is estimated to be between \$200,000–\$225,000. This work will be funded from the Areas of Persistent Poverty Grant Project Fund (#5385000023) which has a total available budget of \$250,000.

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
Ryan Knuckey, Director of Transportation Services
Jenny Larson, Director of Finance & Budget
Laura Bendorf, Budget Manager
Joe Pregler, Chief Information Officer
Jodi Johnson, Operation Supervisor—Transit Division

TO: Michael C. Van Milligen - City Manager

FROM: Ryan Knuckey—Director of Transportation Services

SUBJECT: Areas of Persistent Poverty RFP

DATE: December 8, 2025

INTRODUCTION

The purpose of this memorandum is to request City Council approval to distribute a Request for Proposal (RFP) for Transportation Services to develop and manage a master plan. The RFP will require the selected consultant to develop and manage a master plan to conduct a planning study that will help the Transit Division optimize its bus routes and identify potential service changes to improve service for Areas of Persistent Poverty (AoPP) (tracts: 1, 3, 5, 6, 7.01, 7.02, 8.01, and 11.04) and Dubuque's historically disadvantaged tracts (tract 12.02), and determine appropriate equipment and facility needs. The RFP will require the selected consultant to conduct data collection, incorporate City and business development, transit service, market and financial analysis, public and stakeholder engagement, and develop a master plan.

BACKGROUND

The Transit Division operates The Jule Bus system and offers mass transit or fixed route services and paratransit or "MiniBus" services within the city limits of Dubuque, Iowa. On weekdays, The Jule operates eight (8) fixed routes and ten (10) paratransit buses during normal hours of operation from 6:15 a.m. until 6:45 p.m. The Jule also provides the following fare-free options including two (2) morning commuter routes, an afternoon commuter route operating from 4:45 a.m. until 6:00 a.m. and 2:30 p.m. until 3:55 p.m. As well as a downtown business shuttle operating from 6:45 a.m. until 9:00 a.m. and 4:00 p.m. until 6:35 p.m. On Saturdays, The Jule operates six (6) fixed routes and five (5) paratransit buses operating from 8:15 a.m. until 5:45 p.m.

Having convenient and affordable public transportation in the City of Dubuque is a necessity for many residents, local employers, property owners, and property developers. A transit system that serves its community and offers a valuable alternative method to travel to work, area services, local shopping centers, schools, and leisure activities is vital to reducing emissions, road congestion, and growing our local economy.

As part of this project the City is seeking to implement holistic transportation solutions to provide a positive customer experience that financially supports the system, from customer point of origin to point of final destination, which also minimizes travel time. Implemented solutions will maximize existing city mobility and parking assets and resources, leverage best in class smart transportation technology, and identify future opportunities for the City to purchase new resources that will further improve transportation efficiencies. The scope of this RFP requires the consultant team to study, design, collect public input, and implement strategies to help the Transit Division optimize its bus routes and identify potential service changes. These changes are to improve service for AoPP, Dubuque's historically disadvantaged tracts, new business development, and City improvements.

DISCUSSION

As part of this RFP the consultant will study existing mobility needs and author an master plan that documents current and emerging challenges, recommends short-term, mid-term, and long-term solutions while providing financial modeling for all recommendations. The consultant will then assist City staff in selecting vendor technology and software systems, if needed, that implement the solutions recommended in the master plan.

Guiding principles developed for this project include:

- Public transportation is a necessity for providing residents access to local employers, area services, local shopping centers, schools, and leisure activities.
- Fair and supportive mobility solutions are one of the core components of a community's livability because it provides access to living wage jobs, healthcare services, quality education, cultural institutions, and recreational opportunities.
- Public transportation access and any updated policies need to meet the needs of a varied group of users.
- Public transportation must be fully integrated with parking and other forms of transportation system mobility in order to maximize efficiency and customer experience.
- Assessing current fare structure and a fair and balanced revenue fee structure needs to be established as well as researching the benefits and cost savings of adopting and evaluating a fare free structure.
- Transportation and mobility solutions need to utilize the most up to date technology and must be simple to use and manage across all platforms.
- To the maximum extent feasible, public transportation, and subsequent modes of travel to final points of destination must feel "safe" for customers.

The schedule for the RFP distribution and consultant selection is as follows:

RFP Release to Public	December 17, 2025
Questions Due Date	January 21, 2026
Responses Due Date	January 28, 2026
Proposal Due Date	February 11, 2026

Selection Committee Review
Consultant Interviews
Recommendation to City Manager

February 12 – February 25, 2026
February 25 – March 25, 2026
April 8, 2026

The recommended Steering and Selection Committees for the submitted proposals are as follows:

Core Team:

- Jodi Johnson, Operations Supervisor—Transit Division
- Joey Lueck, Transportation Services Analyst
- Russ Stecklein, Operation Supervisor—Parking Division
- Ryan Knuckey, Director of Transportation Services

Extended Team:

- Anderson Sainci, Director of Economic Mobility & Neighborhood Support
- Joe Pregler, Chief Information Officer Information Services
- Jason Duba, Assistant Planner
- Laura Bendorf, Budget Manager
- Nic Hockenberry, Director of Workforce Solutions—GDDC
- Public Works Representative

RECOMMENDATION

It is recommended that the City distribute the Areas of Persistent Poverty RFP and solicit proposals from qualified consultants to provide the stated professional services for the proposed master plan.

BUDGET IMPACT

The local share is \$25,000 and the FTA share is \$225,000. The estimated cost for consulting services associated with the Master Plan Development and Implementation Project is estimated to be between \$200,000–\$225,000. This work will be funded from the Areas of Persistent Poverty Grant Project Fund (#5385000023) which has a total available budget of \$250,000.

ACTION TO BE TAKEN

I respectfully request authorization to release the Areas of Persistent Poverty RFP and that the City Manager be authorized to negotiate and execute an agreement with the recommended consultant.

cc: Jenny Larson, Director of Finance & Budget
Laura Bendorf, Budget Manager
Joe Pregler, Information Services Manager
Jodi Johnson, Operation Supervisor—Transit Division

REQUEST FOR PROPOSAL (RFP)



ISSUE DATE: December 17, 2025
CONTACT: Joey Lueck
PHONE NO: 563-589-4228
EMAIL: jlueck@cityofdubuque.org

SUBMIT PROPOSAL/OFFER PRIOR TO:

CLOSING DATE: February 11, 2026

CLOSING TIME: Prior to 2:00 P.M. (CST)

SUBMIT TO:

SEE Section 6.0

FAX/EMAIL NOT ACCEPTED

DESCRIPTION:

PLANNING STUDY TO OPTIMIZE BUS
ROUTES, IDENTIFY POTENTIAL SERVICE
CHANGES, AND IDENTIFY APPROPRIATE
EQUIPMENT AND FACILITY NEEDS

☐

RECEIPT OF PROPOSAL ACKNOWLEDGEMENT

If you are considering a response to this RFP, please mark the box to the left, fill in the information below and return this sheet as a confirmation that you received this RFP.

☐

NO RESPONSE REPLY

If you do not want to respond to this RFP at this time, please mark the box to the left, fill in the information below and return this sheet only.

COMPANY NAME:

DATE:

MAILING ADDRESS:

CITY/STATE:

ZIP CODE:

AUTHORIZED SIGNATURE:

PRINTED NAME:

TITLE OF AUTHORIZED REPRESENTATIVE:

EMAIL:

PHONE:

CITY OF DUBUQUE



REQUEST FOR PROPOSAL

**PLANNING STUDY TO OPTIMIZE BUS
ROUTES, IDENTIFY POTENTIAL SERVICE
CHANGES, AND IDENTIFY APPROPRIATE
EQUIPMENT AND FACILITY NEEDS**

DECEMBER 17, 2025

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Request for Proposal (RFP) ***Transit Division***

December 17, 2025

1.0 INTRODUCTION

The City of Dubuque Transportation Services Transit Division, hereinafter referred to as the Transit Division, has received an Areas of Persistent Poverty (AoPP) grant to conduct a planning study that will help the Transit Division optimize its bus routes and identify potential service changes to improve service for AoPP and Dubuque's historically disadvantaged tracts, and determine appropriate equipment and facility needs.

The Transit Division is soliciting competitive sealed proposals from qualified and experienced consulting firms, in alignment with the Federal Transit Administration (FTA) Master Agreement (MA) (31) <http://www.transit.dot.gov>, to develop a fair master plan that is reactive to today's demands and create a transit model in order to achieve it. The Consultant selected for the project will possess the following qualifications:

- Expertise in service evaluation and planning, with an understanding of how changes will impact the City of Dubuque, its Citizens, and the Transit Division.
- Prior success implementing mobility management plans.
- Experience with public engagement, involvement, and data collection.
- Proficient in Geographic Information Systems (GIS) mapping and routing software to assist in route and ridership analysis.
- Ability to coordinate, plan, and achieve results in a timely manner.
- Ability to create financial modeling to create different service types.

The selected Consultant will be expected to complete the contracted scope of work within the proposed schedule, under the general direction and coordination of the City's Transit Division as authorized by the Dubuque City Council.

----- End of Section 1.0 -----

2.0 BACKGROUND INFORMATION

The Transit Division operates The Jule Bus system and offers mass transit or fixed route services and paratransit or “MiniBus” services within the city limits of Dubuque, Iowa. On weekdays, The Jule operates eight (8) fixed routes and ten (10) paratransit buses during normal hours of operation from 6:15 a.m. until 6:45 p.m. The Jule also provides the following fare-free options two (2) morning commuter routes, an afternoon commuter route operating from 4:45 a.m. until 6:00 a.m. and 2:30 p.m. until 3:55 p.m. As well as a downtown business shuttle operating from 6:45 a.m. until 9:00 a.m. and 4:00 p.m. until 6:35 p.m. On Saturdays, The Jule operates six (6) fixed routes and five (5) paratransit buses operating from 8:15 a.m. until 5:45 p.m.

The current Full Fare structure for the fixed route is:

- \$1.50 for a single ride cash fare.
- \$15.00 for eleven (11) rides on a reloadable bus pass.
- \$45.00 for monthly unlimited rides on a reloadable bus pass.

The current Half-Fare structure for Senior Citizens (aged 65 plus) or a Medicare card holder for the fixed route is:

- \$0.75 for a single ride cash fare.
- \$7.50 for eleven (11) rides on a reloadable bus pass.
- \$22.50 for monthly unlimited rides on a reloadable bus pass.

Fare-free options are available on the fixed route for the following groups:

- Youth, age five (5) and under.
- Youth, age six (6) through eighteen (18) with a valid magnetic student ID.
- Dubuque College Students with a valid magnetic student ID.

Paratransit service is available for Senior Citizens (aged 65 plus) or people with disabilities and applicants whose functional ability prevents them from using the fixed route bus service.

- \$3.00 per one-way trip.

The City of Dubuque, hereinafter referred to as the City, is located on the Mississippi River in northeastern Iowa, adjacent to Illinois and Wisconsin. The City is approximately thirty (30) square miles in area, with a population of approximately 60,000 people. The City’s web site is www.cityofdubuque.org.

The community’s areas of persistent poverty (AoPP) are comprised of the following census tracts:

- Tract 1: Population 2,415
- Tract 3: Population 2,094
- Tract 5: Population 3,696
- Tract 6: Population 2,978
- Tract 7.01: Population 3,667
- Tract 7.02: Population 3,429

- Tract 8.01: Population 3,976
- Tract 11.04: Population 4,373

The community's historically disadvantaged tracts are comprised of the following census tract:

- Tract 12.02: Population 2,218

Information obtained from Census Reporter:

<http://censusreporter.org/profiles/14000US19061001104-census-tract-1104-dubuque-ia/>

----- End of Section 2.0 -----

3.0 PROJECT SCOPE OF SERVICES

The Transit Division currently has \$250,000 in funding available to complete the project which includes data collection, transit service and land usage analysis, public and stakeholder engagement, and development of a master plan. It is vital the City to receives a high-quality plan built upon a robust stakeholder engagement process.

The following outline represents the minimum components for this project. The Consultant should describe the means or strategy by which they will satisfy the Scope of Services, or at the Consultant's preference provide an alternative or second additional hybrid strategy that would improve the results of this project. If a hybrid strategy is being recommended by the Consultant, the Consultant should detail what processes and methods will be used to make the project better.

The Scope of Work for the Project to be performed by the Consultant will include the following:

1. Data Collection and Needs Assessment

- Review and assess existing and future conditions for multimodal transportation.
 - Collect economic and demographic data.
 - Review planning efforts to incorporate, plans and studies include but are not limited to:
 - Dubuque City Council Vision, Mission and Priorities List
 - Climate Master Plan
 - Move DBQ: Ride, Park, Walk, Roll
 - Historic Millwork District Master Plan
 - Dubuque 2017 – Imagine Dubuque Comprehensive Plan
 - Dubuque 2021 Community Equitable Poverty Reduction & Prevention Plan
 - DMAT 2050 Long Range Transportation Plan
- For links to additional information, see Appendix E Project-Related Data.

2. Transit Service Analysis

- Evaluate existing and planned transit services with recommended alternatives based on demand.

- b. Assess accessibility of bus routes, stops, and shelters and propose enhancements taking social fairness into consideration.
- c. Recommend route changes to better serve areas of persistent poverty (AoPP) and historically disadvantaged tracts changes or improvements can include employment opportunities, social opportunities, and educational opportunities.
- d. Ensure the system meets the needs of individuals who lack access to employment, education, health care, and other vital destinations.
- e. Evaluate a route to the Dubuque Regional Airport and Department of Motor Vehicles for the general public.
- f. Evaluate the potential for the Transit Division to offer fare-free options to all passengers on the fixed route and paratransit services.
 - Also evaluate how going fare-free would affect routes and ridership.
- g. Assess if the City has any possible food deserts and how the Transit Division can help counteract or eliminate them.
- h. Assess the hours of service adequately serve the public using The Jule's fixed route and paratransit services.
- i. Review current Transit Division equipment and planning technology and offer suggestions for improvements and efficiencies.
- j. Determine if the Transit Division has appropriate staffing for current and proposed operations.
- k. Complete National Environmental Policy Act (NEPA) compliance reviews and approved environmental documents that satisfy Federal Transit Administration (FTA) requirements.
- l. Identify financing sources and perform cash flow analyses for potential revenue sources.

3. Land Usage Analysis

- a. Evaluate existing land use conditions taking the following into consideration:
 - Transit-oriented development (TOD)
 - Complete streets
 - Bicycle and pedestrian access
 - All modes of mobility and design for fair access and involvement of all residents and identify transportation alternatives.
- b. Identify development that has the highest potential for success based on local market conditions and trends.
 - Take into account market and demographic information.
- c. The City is currently updating its unified development code (UDC). The UDC regulates zoning, subdivisions, signs, site development, and historic preservation in the City of Dubuque.
 - For a link to additional information, see Appendix E Project-Related Data.

4. Public and Stakeholder Engagement

- a. Outline public and stakeholder outreach strategies to best engage the following groups:
 - Steering committee
 - General public

- Area businesses
- Non-profit organizations
- Neighborhood association groups
- Transit action groups
- Schools
- Elected officials.

5. Master Plan

- a. Use data and information gathered to develop a master plan with recommendations to increase access to and interest in transit with the following considerations:
 - Land use
 - Social fairness
 - Accessibility
 - Sustainability
 - Climate impact
 - Budget analysis
 - Operations analysis
 - Financial feasibility.

----- End of Section 3.0 -----

4.0 PROPOSAL REQUIREMENTS

The Proposal should address all the points outlined in this request for proposal (RFP), excluding any cost information which shall be included in a separate sealed envelope labeled “Project Cost Estimate”. The Proposal should be prepared simply and economically, providing a straight-forward, concise description of the Consultant’s capabilities to satisfy the requirements of this RFP.

To simplify the review process and to obtain the maximum degree of comparability, the proposal shall include the following information and shall be organized in the order and manner specified below. While additional data may be presented, the following subjects must be included. They represent the minimum criteria against which the proposal will be evaluated.

No faxed or printed proposals will be accepted. The proposal must be a document of not more than eighteen (18) numbered 8-1/2 x 11-inch pages, with the exception of the project schedule which may be presented in 11 x 17-inch format, and not including the letter of transmittal, index, dividers, and the front and back covers. Any proposals exceeding eighteen (18) numbered pages will not be considered. Any information submitted via hyperlink will not be reviewed and considered for this proposal. For more information on submission requirements, see Section 8.0 Submission Requirements.

1. Letter of Transmittal

Provide a letter of transmittal briefly outlining the Consultant's understanding of the work and list the Project Manager's: Name, Address, Office Telephone Number, Mobile Telephone Number, Email Address. The name that is provided for the Project Manager will be used as the primary contact person during the RFP evaluation process.

2. Index

The proposal shall contain a table of contents that delineates each section and the corresponding page number.

3. Profile of Consultant

Provide general information about the Consultant, along with its area of expertise and experience as it relates to this RFP. Describe the experience and success of the Consultant in working on similar projects. State the size of the Consultant, the size of the Consultant's professional staff, and the location of the office(s) from where the work on this project will be performed. If Sub-Consultants will be utilized, provide similar profile information.

4. Project Team Qualifications

Provide the names of all members of the project team associated with this project. Specifically identify the supervisory and management staff including principals, the project manager, and technical experts who would be assigned to this project. For each project team member, provide a brief summary of their qualifications and experience. List any relevant training, continuing or professional education, or awards. Also describe any relevant experience and success of the project team members proposed for the Dubuque project who have previously worked on similar projects together. Specifically list successful experiences working on master plans for clients like Dubuque.

Include a flow chart that shows the communication path between the City and Consultant. Include all project team members on the flow chart and show the supervisory relationship between all members of the team. Be sure to include all Sub-Consultant staff on the project team flow chart.

Provide the name and location of other sub-consulting firms that would be used by the Consultant during the project and the approximate percentage of the work that would be performed by each of these firms. Provide the qualifications and experience of all Sub-Consultant staff working on the project.

In submitting the proposal, the prospective Consultant is representing that each person listed or referenced in the proposal shall be available to perform the services as described. The Project Manager, principals, management, and other project team staff may be changed in accordance with the requirements described in Appendix C, Section 4. Substitution of Project Team Members.

Provide at least three (3) client references (include individual contact names, email addresses, and telephone numbers) for similar projects that have been completed by the Consultant in the past five (5) years. List the names of individuals on the project team proposed for the Dubuque project who have worked on the client reference projects.

5. Project Capacity/Workload

Discuss the Consultant's ability to integrate this project into their current workload. Include a statement to specify if the Consultant has the capacity to undertake the project or whether it intends to hire additional staff or partner with Sub-Consultants.

6. Scope of Services

Describe the means or strategy by which the Consultant would satisfy the scope of services for the currently approved budget. For more information, see Section 3.0 Project Scope of Services.

Include a basic work plan for each strategy that delineates the Consultant's approach to the completion of the project.

The work plan, at a minimum, should include the major components outlined in Section 3.0 Project Scope of Services of this RFP. The Consultant should indicate in the work plan the scope items they expect to be completed by the City.

Highlight any parts of the work plan that will reflect the Consultant's unique philosophy or insight regarding its approach to this project and how this approach positively impacts the successful completion of this project.

7. Proposed Project Schedule

Provide a project schedule outlining the time durations and estimated completion dates for each major scope component. The schedule should list all points that are listed in Section 3.0.

8. Understanding of Final Contract Terms

The Proposer should provide a statement that indicates they have read and understand Appendix C City of Dubuque Contract Terms and Conditions and agree to include the clauses that are listed in Appendix C in the final signed contract. Any exceptions to the Contract Terms and Conditions by the Consultant must be clearly stated in the submitted proposal.

9. Certificate of Insurance

The Consultant should provide a statement indicating that they will be able to meet the City's insurance requirements for professional services should they be selected. (See Appendix D Insurance Requirements.) Submittal of insurance documents as part of this RFP is not required.

10. Fees and Compensation

Provide a proposed fixed cost, plus reimbursable expenses budget for each strategy proposed to complete the requested scope of services. Breakdown costs by major scope element and include a list of hourly rates for personnel assigned to this project. Any costs associated with public input, must be clearly outlined including the number of virtual and in-person meetings and surveys.

Quotation of fees and compensation shall remain firm for a period of at least ninety (90) days from the RFP submission deadline.

- Remember to separate the proposed budget from the other portion of the RFP submittal. Initial screening will be completed without knowledge of the Consultant's proposed fee for services.

----- End of Section 4.0 -----

5.0 CONTRACT TERMS AND CONDITIONS

City of Dubuque Standard Contract Documents and Forms apply to this Project and are incorporated hereinafter by reference and are attached as appendix C to this request for proposal (RFP).

----- End of Section 5.0 -----

6.0 PROPOSAL QUESTIONS AND ANSWERS

If you have any questions concerning the proposal, or other technical questions, please submit an email with your requests to the City's designated Project Manager. The City has made considerable efforts to ensure an accurate representation of the information in this request for proposal (RFP). Each Consultant is urged to conduct its own investigations into the material facts provided.

No answers given in response to questions submitted shall be binding upon this RFP unless released in writing (letter or email) as an officially numbered and titled addendum to the RFP by the City.

Any questions concerning the proposal must be received before 2:00 p.m. CST on January 21, 2026. Any inquiries received after this date will not be answered. When submitting a question to the Project Manager, please include the appropriate contact information. Responses to questions will be posted on January 28, 2026 to all Consultants.

From the date of issuance of this RFP until final City award of this contract, the Consultant shall not discuss the RFP with or contact any other City of Dubuque staff or any of the Selection Committee members except as expressly authorized by the City's Project Manager identified in this section. Violation of this requirement will be considered a violation of the rules and be grounds for disqualification of the Consultant's proposal.

Project Manager contact information is as follows:

Joey Lueck
Project Manager
City of Dubuque
Transit Division
950 Elm St
Dubuque, IA 52001
Office: (563) 589-4228
Email: jlueck@cityofdubuque.org

Consultants shall submit proposals to the Project Manager.

----- End of Section 6.0 -----

7.0 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT

The City shall treat all information submitted by a Consultant as public records unless the Consultant properly requests that specific parts of the proposal be treated as confidential at the time of submission AND, in the opinion of the City or the City's counsel, the information is in fact confidential under Iowa or other applicable law. The City's release of public records is governed by Iowa Code Chapter 22. Consultants are encouraged to familiarize themselves with Chapter 22 before submitting a proposal. The City will copy and produce public records as required to comply with Chapter 22 or other applicable laws, and no prior notice of the release of any public record will be provided to any Consultant.

Any request for confidential treatment of information must be included in the transmittal letter with the Consultants' proposal. For each confidentiality request, the Consultants must (1) enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the material as confidential; (2) provide adequate justification as to why the material should be maintained in confidence; (3) explain why disclosure of the material would not be in the best interest of the public; and (4) set forth the name, address, telephone number, and email address for the person authorized by the Consultant to respond to inquiries by the City concerning the confidential status of such material. Requests to maintain an entire proposal as confidential will result in the entire proposal being rejected as non-responsive. A request for confidentiality that does not comply with this section or a request for confidentiality of information or material which cannot be held in confidence as set forth herein are grounds for rejecting a proposal as non-responsive.

Any proposal submitted which contains information for which the Consultant is requesting confidential treatment must be conspicuously marked by the Consultant as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Failure to properly identify

specific information as confidential shall be deemed to constitute the Consultants consent to public disclosure of part or all of any such information.

If the Consultant designates any portion of its proposal as confidential, the Consultant must submit a version of its proposal labeled as “Public Copy” and from which the confidential information has been excised. The confidential information must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the proposal as reasonably possible.

If the City receives a request for information that includes information the Consultant has marked as confidential and the City believes it is required to release the information so intends to release such information, the City will give written notice to the Consultant at least seven (7) calendar days prior to the release of the information to allow the Consultant to seek injunctive relief pursuant to Iowa Code § 22.8. The City shall not be required to seek injunctive relief or otherwise take any legal action for or on behalf of any Consultant. After seven (7) calendar days, the City may release the information marked confidential unless a court of competent jurisdiction determines the information to be exempt from disclosure under Iowa Code Chapter 22 or other applicable law.

Except as otherwise provided herein: if the Consultant fails to comply with the request process set forth herein; if the Consultants request for confidentiality is unreasonable, as determined in the sole discretion of the City or the City’s counsel; or if the Consultant rescinds its request for confidential treatment, then the City may release such information or material with or without providing advance notice to the Consultant and with or without affording the Consultant the opportunity to obtain an order restraining its release.

The Consultants’ failure to request confidential treatment of material will be deemed a waiver of any right to confidentiality the Consultant may have had.

----- End of Section 7.0 -----

8.0 SUBMISSION REQUIREMENTS

Before submitting a proposal, each Consultant shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the Proposer will rely.

PROPOSAL SUBMITTAL INFORMATION:

- Submittal Deadline: February 11, 2026 before 2:00 p.m. CST
- Submittal Location: Via email to: jlueck@cityofdubuque.org
- Submittal Copies: Proposals: one electronic PDF file shall be provided.
Consultant Fees: one electronic PDF file shall be provided.
Name all files using the following format:
 - Company Name_Planning Study_Proposal.pdf
 - Company Name_Planning Study_Project Cost Estimate.pdf

No faxed or printed proposals will be accepted. The proposal must be a document of not more than eighteen (18) numbered 8-1/2 x 11-inch pages, with the exception of the project schedule which may be presented in 11 x 17-inch format, and not including the letter of transmittal, index, dividers, and the front and back covers. Any proposals exceeding eighteen (18) numbered pages will not be considered.

Each addendum shall be acknowledged in the Letter of Transmittal by providing the addendum number and title. Failure to acknowledge each addendum will be considered grounds for possible disqualification. It is solely the Consultant's responsibility to ensure that all addendums to this request for proposal (RFP) have been received before submitting the proposal.

The original proposal document shall be signed by an officer of the Firm who is authorized to legally bind the Proposer to its provisions. Proposals shall contain a statement indicating the period during which the proposal will remain valid. A period of no less than ninety (90) calendar days from the proposal closing date is required.

Each Consultant assumes full responsibility for delivery of the required proposal documents on or before the deadline. Any proposal received after the submittal deadline will not be considered. The City is not responsible for any loss or delay with respect to delivery of the proposal.

The City of Dubuque is not liable for any costs incurred by any Consultant prior to the execution of an agreement or contract. Nor shall the City of Dubuque be liable for any costs incurred by Firms that are not specified in any contract. All results from this project will remain the property of the City of Dubuque.

Upon receiving this RFP, we request that you complete the "Receipt of Proposal Acknowledgement" and "No Response Reply" information contained on the first page of this document and return it to the City's Project Manager by regular mail or email so the City can ensure that each Consultant has received this RFP.

The City of Dubuque appreciates your time and consideration of this RFP.

Respectfully,

A handwritten signature in blue ink, appearing to read "Joey Lueck".

Joey Lueck
Project Manager
Transit Division
City of Dubuque

----- End of Section 8.0 -----

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Appendix A

Consultant Evaluation and Selection Process

INITIAL EVALUATION CRITERIA

Proposals will be screened to ensure that they meet the minimum requirements of the proposal format. A Selection Committee will review qualifying proposals and select Consultants for placement on the Consultant short-list for the project. The following criteria are among those that will be used to initially evaluate submitted proposals:

1. A high level of professional competence and a proven track record in the preparation and implementation of master plans or similar (20% of Evaluation):
 - a. Qualifications and experience of the Consultant and any Subconsultants.
 - b. Demonstration of the project team's professional expertise and technical abilities.
 - c. If a joint venture with Sub-Consultants, the track records of the Consultants experience working together.
 - d. Experience of the Consultant working on municipal projects.
 - e. Experience of the Consultant working on municipal projects with Federal Transit Administration (FTA) and Department of Transportation (DOT) regulations and guidelines.
 - f. Experience of the Consultant working on multi-modal mobility projects.
 - g. Experience of the Consultant working with municipal budget scenarios.
2. Quality and completeness of the written proposal. The proposal should clearly demonstrate an understanding of the City's overall objectives, fair practices in public transportation services, and a realistic and strategic plan for more effective use of fixed route buses and a better utilization of the bus system. (20% of Evaluation)
3. Design approach/methodology for completing the scope of services such as (20% of Evaluation):
 - a. Grasp of project requirements and level of interest in the project.
 - b. Creativity and problem-solving ability.
 - c. Ability of Consultant team to demonstrate initiative, motivation, and knowledge as an indication of their desire to work with the City of Dubuque.
4. Ability to adhere to proposed schedule required to complete project. (10% of Evaluation)
 - a. Ability of Consultant to adhere to completed projects, based on provided examples.
5. Proven experience leading stakeholder engagement activities in a dynamic and engaging way that effectively reaches many community groups where they are at. Ability to provide a highly qualified project team that has experience with all aspects covered by this request for proposal's (RFP's) scope of work, who can draw on significant institutional knowledge to bring innovative solutions to the project, and who effectively can build connections with all types of mobility users. (30% of Evaluation)

CONSULTANT SHORT-LIST EVALUATION CRITERIA

A Selection Committee may choose to interview one (1) or all of the short-listed Consultants. Both the original submitted proposals, and the results of any Consultant interviews will be used to select the final Consultant for the project. The following criteria are among those that will be used to evaluate the Consultants on the short-list:

1. A high level of professional competence and a proven track record in the preparation and implementation of master plans or similar (15% of Evaluation):
 - a. Qualifications and experience of the Consultant and any Sub-Consultants.
 - b. Demonstration of the project team's professional expertise and technical abilities.
 - c. If a joint venture with Sub-Consultants, the track records of the Consultants experience working together.
 - d. Experience of the Consultant working on municipal projects.
 - e. Experience of the Consultant working on municipal projects with Federal Transit Administration (FTA) and Department of Transportation (DOT) regulations and guidelines.
 - f. Experience of the Consultant working on multi-modal mobility projects.
 - g. Experience of the Consultant working with municipal budget scenarios.
 - h. Overall success of past projects completed for the City of Dubuque.
2. Quality and completeness of the written proposal. The proposal should clearly demonstrate an understanding of the City's overall objectives, fair practices in public transportation services, and a realistic and strategic plan for more effective use of fixed route buses and a better utilization of the bus system. (15% of Evaluation)
3. Design approach/methodology in completing scope of services such as (15% of Evaluation):
 - a. Grasp of project requirements and level of interest in the project.
 - b. Creativity and problem-solving ability.
 - c. Ability of Consultant team to demonstrate initiative, motivation, and knowledge as an indication of their desire to work with the City of Dubuque.
 - d. Superior project management capabilities.
4. Responsiveness and compatibility between the Consultant and City (20% of Evaluation):
 - a. General attitude and ability to communicate and be a high-quality team player.
 - b. Ability of the Consultant to maintain a high level of direct interaction and communication with city staff and steering committee.
 - c. Ability to listen, be flexible, and follow and/or implement direction and/or ideas or concepts.
 - d. How the Consultant team interacts with the general public, city staff, steering committee, and public officials.
5. Ability to adhere to proposed schedule required to complete the project (10% of Evaluation).
 - a. Ability of Consultant to adhere to completed projects, based on provided examples.
6. Proven experience leading stakeholder engagement activities in a dynamic and engaging way that effectively reaches many community groups where they are at. Ability to provide a highly qualified project team that has experience with all aspects covered by this RFP's scope of work, who can draw on significant institutional

knowledge to bring innovative solutions to the project, and who effectively can build connections with all types of mobility users. (25% of Evaluation)

SELECTED CONSULTANT - FEE NEGOTIATION PROCESS

Upon the successful completion of the Consultant review process, the RFP Selection Committee will recommend to the City Manager, the awarding of a contract to the highest ranked Consultant. The Selection Committee will also request authority to negotiate with the recommended Consultant a final scope of work and fee structure for the project.

After authority is granted to negotiate an agreement and execute a contract with a Consultant, the Consultant shall prepare an industry standard Work Breakdown Structure (WBS) to reflect the Consultant's approach to the completion of the project. The WBS, at a minimum, should include work tasks for each of the components outlined in the RFP, a separate line item for each deliverable, and list project management as a separate task. No individual task on the WBS shall have a total value exceeding \$5,000. The Consultant shall indicate in the WBS the work tasks that will be completed by city staff.

The format of the WBS shall summarize the fixed fee for each task listed, plus individually list in a separate section any associated reimbursable expenses that would specifically relate to this project. An example WBS may be obtained from the City if desired.

Once the selected Consultant has prepared the WBS, the City and the Consultant will meet and the final scope of work for the project will be negotiated by joint revision to the WBS in order to best meet the goals of the project while considering available funding. During the negotiation process, tasks to be completed by city staff, work reassignment to different project team members, and the addition or elimination of tasks may be modified on the WBS in order to achieve the best overall results for the project.

The selected Consultant shall be responsible for updating the WBS to reflect any changes that were agreed to during negotiations. After the final scope of services has been determined, a fee has been negotiated, and the WBS has been finalized, the Consultant shall incorporate the WBS into the contract documents being prepared for signature.

If a contract satisfactory and advantageous to the City can be negotiated at a price considered fair and reasonable, the award shall be made to that Consultant. Otherwise, negotiations with the Consultant ranked first shall be formally terminated and negotiations commenced with the Consultant ranked second, and so on until a contract can be negotiated that is acceptable to the City.

Upon the successful completion of contract negotiations, the Selection Committee shall recommend that the City Manager execute a contract with the successful Consultant. The City Manager will in turn make a decision to execute the contract with a Consultant.

Payment for Work: The Consultant awarded the contract shall be paid once monthly. The invoiced amount shall be based on the Earned Value of the percent work completed as reported on the most recently updated and submitted WBS.

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Appendix B

RFP Rules and Protest Procedure

MINOR IRREGULARITIES

The City reserves the right to waive minor irregularities in submitted proposals, providing such action is in the best interest of the City. Minor irregularities are defined as those that have no adverse effect on the City's best interests and will not affect the outcome of the selection process by giving the prospective Consultants an advantage or benefit not enjoyed by other prospective Consultants.

EXCEPTIONS

Proposer exceptions to any part of the requirements stated in this request must be clearly identified as exceptions and noted in the letter of transmittal and in the submitted project cost estimate.

RANKING OF THE PROPOSALS

No debriefings or scoring information shall be released before the City Manager has recommended that a contract be negotiated with the recommended Consultant. However, after authorization has been granted to negotiate a contract, all contents of the submitted proposals shall become public information.

DEFINITIONS

The City has established for the purposes of this request for proposal (RFP) that the words "shall", "must", or "will" are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient response is not in substantial accord with this RFP's mandatory conditions requirements.

The words "should" or "may" are equivalent in this RFP and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of proposal but may result in being considered as not in the best interest of the City.

DISPUTES/EXCEPTIONS

Any prospective Proposer who disputes the reasonableness or appropriateness of any item within this RFP document, any addendum to this RFP document, notice of award or notice of rejection shall set forth the specific reason and facts concerning the dispute, in writing, within five (5) business days of the receipt of the proposal document or notification from the City. The written dispute shall be sent via certified mail or delivered in person to the point of contact set forth in Section 6.0 Proposal Questions and Answers, who shall review the written dispute and work with the City Manager to render a decision which shall be considered final.

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Appendix C

City of Dubuque Contract Terms and Conditions

TERMS AND CONDITIONS

The following clauses shall be included in the final signed contract:

1. CONSULTANT'S ENDORSEMENT ON PLANS.

The **Consultant** shall endorse the completed study prepared under this Agreement.

2. CHANGE IN SCOPE OF SERVICES.

No change in scope shall be permitted during this project without the prior written agreement of both parties and the WBS being updated.

3. EXTRA WORK.

The **Consultant** shall monitor the approved project budget in relation to the specific tasks included in the approved scope of work and evaluate the work effort expended as it relates to the approved budget. Should additional work be required for a task beyond the currently authorized scope and budget, the **Consultant** shall submit in writing a request for additional compensation which will be considered by the **City**. If approved by the **City**, the **Consultant** shall not commence work on the extra work until the **City** has provided written approval of the request for additional compensation.

4. SUBSTITUTION OF PROJECT TEAM MEMBERS.

The Project Manager, partners, management, other supervisory staff and technical specialists proposed for the project may be changed if those personnel leave the **Consultant**. These personnel may also be changed for other reasons however, in either case, the **City** retains the right to approve or reject the replacements and no replacements shall begin working on the project without the express, prior written permission of the City of Dubuque.

5. INSURANCE.

Consultant shall at all times during the performance of this Agreement provide insurance as required by the attached Insurance Schedule.

6. INDEMNIFICATION.

To the fullest extent permitted by law, **Consultant** shall indemnify and hold harmless the **City**, its officers, agents, 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 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 **Consultant**, **Consultant's** sub-contractor, or anyone directly or indirectly employed by **Consultant** or **Consultant's** sub-contractor or anyone for whose acts **Consultant** or **Consultant's** sub-contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

7. TERMINATION.

City may terminate this agreement, with or without cause, upon providing 14 days written notice to the **Consultant**.

8. ERRORS & OMISSIONS.

In the event that the work product prepared by the **Consultant** is found to be in error and revision or reworking the work product is necessary, the **Consultant** agrees that it shall do such revisions without expense to the **City**, even though final payment may have been received. The **Consultant** must give immediate attention to these changes so there will be a minimum of delay during Implementation. The above and foregoing is not to be constructed as a limitation of the **City's** right to seek recovery of damages for negligence on the part of the **Consultant** herein.

9. OWNERSHIP OF WORK PRODUCT DOCUMENTS.

All sketches, tracings, plans, specifications, reports on special studies and other data prepared under this Agreement shall become the property of the **City** and shall be delivered to the Project Manager upon completion of the plans or termination of the services of the **Consultant**. There shall be no restriction or limitations on their future use by the **City**, except any use on extensions of the project or on any other project without written verification or adaptation by the **Consultant** for the specific purpose intended will be the **City's** sole risk and without liability or legal exposure to the **Consultant**.

The **City** acknowledges the **Consultant's** plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the **City** upon completion of the services and payment in full of all moneys due to the **Consultant**.

The **City** and the **Consultant** agree that any electronic files prepared by either party shall conform to the specifications listed in Section 8.0 of the contract. Any change to these specifications by either the **City** or the **Consultant** is subject to review and acceptance by the other party. Additional efforts by the **Consultant** made necessary by a change to the CADD software specifications shall be compensated for as Additional Services.

The **City** is aware that significant differences may exist between the electronic files delivered and the respective Implementation documents due to addenda, change orders or other revisions. In the event of a conflict between the signed Implementation documents prepared by the **Consultant** and electronic files, the signed Implementation documents shall govern.

The **City** may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.

10. SUBLETTING, ASSIGNMENT OR TRANSFER.

Subletting, assignment, or transfer of all or part of the interest of the **Consultant** in this Agreement is prohibited unless written consent is obtained from the Engineer and approved by the **City**.

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Appendix D

Insurance Requirements

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 mutual agreement of the parties.

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
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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.

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 Workers Compensation Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

E) PROFESSIONAL LIABILITY \$2,000,000

If the required policy provides claims-made coverage:

- 1) The Retroactive Date must be shown and must be before the date of the agreement.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
- 3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

F) CYBER LIABILITY/BREACH \$1,000,000

☐ Yes ☐ No

Coverage for First and Third Party liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

City of Dubuque Insurance Requirements for Professional Services

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

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

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

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

SPECIMEN

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

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Appendix E

Project-Related Data

Links to Project-Related Data (but not limited to)

1. The Jule Operations and Transit Services Information:
 - <https://www.cityofdubuque.org/274/Transit>
2. Dubuque City Council Vision, Mission and Priorities List
 - <https://www.cityofdubuque.org/72/Goals-Priorities>
3. Climate Action Plan:
 - <https://www.cityofdubuque.org/1374/50-by-2030-Plan>
4. Move DBQ: Ride, Park, Walk, Roll:
 - <https://www.cityofdubuque.org/movedbq>
5. Historic Millwork District Master Plan:
 - [https://www.cityofdubuque.org/DocumentCenter/View/45950/Millwork-District-Master-Plan-](https://www.cityofdubuque.org/DocumentCenter/View/45950/Millwork-District-Master-Plan-Plan-)
6. University of Dubuque Investment in Edward Babka Aviation Learning Center:
 - <https://www.dbq.edu/NewsEvents/News/University-of-Dubuque-Plans-Significant-Investment-in-Babka-Aviation-Learning-Center-to-Support-Expo.cfm>
7. University of Dubuque Pursues Opening New Medical School:
 - <https://www.dbq.edu/NewsEvents/News/UD-Pursues-Opening-the-First-New-Medical-School-in-Iowa-in-Over-125-Years.cfm>
8. Dubuque 2017 - Imagine Dubuque Comprehensive Plan:
 - <https://www.cityofdubuque.org/2432/Imagine-Dubuque>
9. Dubuque 2021 Community Equitable Poverty Reduction & Prevention Plan:
 - <https://www.cityofdubuque.org/2974/Equitable-Poverty-Reduction-Prevention-P>
10. DMAT 2050 Long Range Transportation Plan:
 - <https://www.eciatrans.org/pdf/DMATS/Organizational%20Information/Planning%20Documents/DMATS%20LRTP%202050%20Adopted%2010-14-21.pdf>
11. City of Dubuque to Update Unified Development Codes (UDCs):
 - <https://www.cityofdubuque.org/3228/Unified-Development-Code-Update>

**City of Dubuque
City Council**

CONSENT ITEMS # 18.

ITEM TITLE:	2025 Tree City USA Application Approval Process
SUMMARY:	City Manager recommending City Council approval to apply for Dubuque to become recertified as a Tree City USA and for the Mayor to sign the attached Tree City USA designation application.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Staff Memo 25-12-15 MVM Tree City USA Application Memo 2025
3. 2025 Tree City USA Application

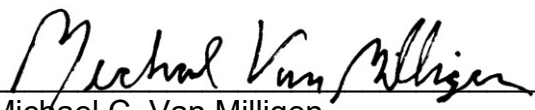
TO: The Honorable Mayor and City Council Members
FROM: Michael C. Van Milligen, City Manager
SUBJECT: Tree City USA Application Approval Process
DATE: December 9, 2025

Parks and Recreation Director Matthew Kalcevich is recommending City Council approval to apply for Dubuque to become recertified as a Tree City USA and for the Mayor to sign the attached Tree City USA designation application.

The City has continued to apply each year since then and has received the Tree City USA award each year. In 2021, the City was recognized for 20 years of recognition as a Tree City USA.

Staff completed the attached application for Dubuque to re-certify as a Tree City USA. The Park and Recreation Commission unanimously recommended approval at their November 18, 2025, meeting.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Matthew Kalcevich, Parks and Recreation Director
Steve Fehsal, Park Division Manager
Laura Roussell, Dubuque Trees Forever Executive Director

TO: Michael C. Van Milligen, City Manager
FROM: Matthew K. Kalcevich, Parks and Recreation Director
SUBJECT: Tree City USA Application Approval Process
DATE: December 9, 2025

INTRODUCTION

The purpose of this memo is to request approval to apply for Dubuque to become recertified as a Tree City USA.

BACKGROUND

In 2017 Dubuque Trees Forever requested the city consider applying to become a Tree City USA after several years had lapsed since the last application. Parks and Recreation staff researched the information to complete that application and with City Council approval, applied and received the 2017 Tree City USA award.

The City has continued to apply each year since then and has received the Tree City USA award each year. In 2021, the City was recognized for 20 years of recognition as a Tree City USA.

DISCUSSION

Staff completed the attached application for Dubuque to re-certify as a Tree City USA. The Park and Recreation Commission unanimously recommended approval at their November 18, 2025, meeting.

ACTION REQUESTED

I respectfully request City Council approval and for the Mayor to sign the attached Tree City USA designation application.

cc: Laura Roussell, Dubuque Trees Forever Executive Director
Steve Fehsal, Park Division Manager

attachment

2025 Tree City USA Application for Certification

The Tree City USA award is in recognition of work completed by the community during the 2025 calendar year.

PRIMARY CONTACT INFORMATION

Contact Name:

Robert Wegmann

Email:

rwegmann@cityofdubuque.org

Phone:

+15635894298

Address:

2200 Bunker Hill Road

Dubuque, Iowa 52001

Dubuque COMMUNITY INFORMATION

Select which best describes your community:

Community has both a Tree Board and a Department Chair/City Manager

Ordinance Date:

02/15/2015

Ordinance Uploaded**Per-capita Expenditure**

\$6.08

Arbor Day Date

04/26/2025

Arbor Day Proclamation Uploaded

As Mayor or Equivalent of the Community of Dubuque

Mayor or Equivalent Signature	Title	Date
-------------------------------	-------	------

Application Certification (to be Completed by the State Forester)

The above-named community has made formal application to this office. I am pleased to advise you that we reviewed the application and have concluded that, based on the information contained herein, said community is eligible to be certified as a Tree City USA community, for the 2025 calendar year, having in my opinion met the standards required for recognition.

State Forester Signature	Title	Date
--------------------------	-------	------

**City of Dubuque
City Council**

CONSENT ITEMS # 19.

ITEM TITLE: Housing and Community Development Staffing Request

SUMMARY: City Manager recommending City Council approval to add a full-time Grants Supervisor and add a full-time Administrative Support Professional (Grants) under the grants division in the Housing and Community Development Department.

SUGGESTED DISPOSITION: Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Department Memo - Housing and Community Develop Dept Staffing Request

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Housing and Community Development Staffing Request

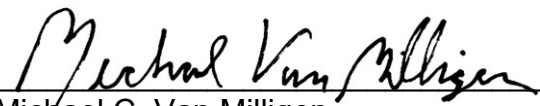
DATE: December 10, 2025

Interim Housing & Community Development Director Sandi Fowler and Talent Acquisition Manager Kristen Dietz are recommending City Council approval to add a full-time Grants Supervisor and add a full-time Administrative Support Professional (Grants) under the grants division in the Housing and Community Development Department.

The Housing and Community Development Department has been strategically restructuring based on workload and capacity in collaboration with Human Resources Department and City Manager's Office. The need for the Admin Support Professional and the Grants Supervisor positions is driven by significant staffing capacity gaps within the Housing and Community Development Department and the increasing complexity of federal and state grant compliance requirements. These roles are essential to ensuring that the department can sustain its operational workload, meet stringent regulatory obligations, and maintain compliance across all grant-funded programs.

These positions would be budgeted to grant funding with the exception of 10% of the Grants Supervisor position being to general fund. The \$5,883.99 in general fund money needed for the current fiscal year, FY 2026, would come from general fund money remaining from the FY 2025 budget close out. The positions support and are primarily funded by CDBG, Lead Paint, Healthy Homes, and Older Adults grants.

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
Kristen Dietz, Talent Acquisition Manager
Jennifer Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Shelley Stickfort, Chief Human Resources Officer

TO: Michael C. Van Milligen, City Manager

FROM: Sandi Fowler, Interim Housing and Community Development Director
 Kristen Dietz, Talent Acquisition Manager

SUBJECT: Housing and Community Development Staffing Request

DATE: December 9, 2025

INTRODUCTION

The purpose of this memorandum is to request approval to add a full-time Grants Supervisor and add a full-time Administrative Support Professional (Grants) under the grants division in the Housing and Community Development Department.

BACKGROUND

The Housing and Community Development Department has been strategically restructuring based on workload and capacity in collaboration with Human Resources Department and City Manager's Office. The need for the Admin Support Professional and the Grants Supervisor positions is driven by significant staffing capacity gaps within the Housing and Community Development Department and the increasing complexity of federal and state grant compliance requirements. These roles are essential to ensuring that the department can sustain its operational workload, meet stringent regulatory obligations, and maintain compliance across all grant-funded programs.

DISCUSSION

After working with Human Resources to conduct a compensation and classification analysis based on departmental needs of knowledge, skills, and abilities, Interim Housing and Community Development Director and Talent Acquisition Manager determined a Grants Supervisor and Administrative Support Professional would best serve our needs. This would increase Housing and Community Development personnel complement by +2.00 full-time equivalent (FTE).

The net cost of this staffing change request is as follows:

Requested Fiscal Year 2026 Change	\$ Change	FTE Chg.	General Fund Cost FY2026
Addition of Full-Time Grants Supervisor NB-14 (~ 6 months*)	+\$58,839.88	+1.00	\$5,883.99
Addition of Full-Time Admin Support Professional NB-7 (~ 6 months*)	+\$42,004.99	+1.00	0
FY2026 Net Change	\$ 100,844.87	+2.00	\$5,883.99
*Assumes a start date of January 5, 2026			

BUDGET IMPACT

These positions would be budgeted to grant funding with the exception of 10% of the Grants Supervisor position being to general fund. The positions support and are primarily funded by CDBG, Lead Paint, Healthy Homes, and Older Adults grants. This request advances the City of Dubuque's 2026 strategic goals by strengthening our ability to ensure livable neighborhoods and quality housing,

maintain a vibrant, healthy and safe community, and sustain a high-performance municipal organization. By adding dedicated capacity through the Admin and Grants Supervisor roles, the department will also support efficient, grant compliance and service delivery — furthering fiscal responsibility, effective use of resources, and alignment with the City’s priority for a connected, sustainable, and well-managed community.

RECOMMENDATION

I respectfully recommend approval of a full-time Grants Supervisor and add a full-time Administrative Support Professional under the grants division in the Housing and Community Development Department.

CC: Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Shelley Stickfort, CHRO

**City of Dubuque
City Council**

CONSENT ITEMS # 20.

ITEM TITLE:	Berry vs. City Of Dubuque & Schmalz Precast Concrete Manufacturing Company
SUMMARY:	City Attorney recommending approval of the mutual release with Schmalz Precast Concrete Manufacturing Company as part of the mediation of Berry vs. City Of Dubuque & Schmalz Precast Concrete Manufacturing Company.
SUGGESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. Staff Memo
2. General Release
3. Mutual Release
4. Signed Mutual Release_Uploaded 12.15.25



CRENNA M. BRUMWELL, ESQ.
CITY ATTORNEY

TO: MAYOR BRAD M. CAVANAGH AND MEMBERS OF THE CITY COUNCIL

DATE: DECEMBER 10, 2025

**RE: BERRY VS. CITY OF DUBUQUE & SCHMALZ PRECAST CONCRETE
MANUFACTURING COMPANY**

This is a lawsuit pending related to a fall involving a concrete slab covering a storm drain on Graham Circle. Mr. Berry (Berry) was walking from the street to his son's house and stepped onto the drain cover which collapsed. Berry sued the City and the City added the manufacturer of the drain cover, Schmalz Precast Concrete Manufacturing Company (Schmalz). Berry alleged very significant permanent injuries and claimed over \$900,000 in damages.

The case was mediated on November 14, 2025. The case was settled at mediation among all the parties. The City's insurer, ICAP, will pay Berry \$90,000 for which the City will be billed for its \$20,000 deductible. The City Council is not required to approve the settlement release between ICAP and Berry. Schmalz reached a similar settlement with Berry.

As part of the mediation, the City and Schmalz agreed to a mutual release which needs City Council approval. I respectfully request City Council approval of the mutual release with Schmalz.

cc: Michael C. Van Milligen, City Manager

GENERAL RELEASE

The undersigned, ROBERT M. BERRY and DORIS BERRY ("Claimants"), state:

1. In consideration of the promises and performance set forth herein and for the payment of Ninety Thousand Dollars (\$90,000.00), ROBERT M. BERRY and DORIS BERRY ("Claimants") hereby release and forever discharge CITY OF DUBUQUE and CITY OF DUBUQUE'S current and former elected and appointed officials, officers, employees, and agents, the Iowa Communities Assurance Pool, Gallagher Bassett Services, Inc., RPA, Risk Program Administrators, and its affiliates, and each of their officers, directors, employees, successors and assigns ("Released Parties") from any and all demands, claims, causes of action, obligations, agreements, promises, representations, damages, suits and liabilities whatsoever, of any kind or nature in law or in equity, that exists as of the date this Agreement is executed, whether developed or undeveloped, known or unknown, foreseen or unforeseen arising from any incident that occurred on March 7, 2023 and which suit was filed in the Iowa District Court in and for Dubuque County captioned as *Robert Berry and Doris Berry v. City of Dubuque*, Case No. LACV115088. This Release of liability includes all common law, statutory, and other causes of action, including damage claims of any sort, attorney's fees, and costs which Claimants may have or claim to have as of the date of this Release.

2. Claimants are solely responsible for any and all tax liability related to this payment and will defend, indemnify, and hold harmless the Released Parties from any such tax liability.

3. Claimants recognize that the Released Parties will comply with the Iowa Open Records Act.

4. Claimants agree any action or proceeding that has been initiated or filed related to the incident will be immediately dismissed with prejudice.

5. This Release is executed as a compromise settlement of a disputed claim. The Released Parties deny that they have done anything improper or illegal concerning the incident described in this Release, and this Release does not constitute an admission of liability on the part of any person or entity. No other promises have been made by the Released Parties, or by any person or entity acting on their behalf. This Release covers all injuries and damages whether presently known or not.

6. Claimants represent that they do not know of any person or entity that has paid any amount on their behalf that would entitle anyone to recover as a lienholder or subrogee of Claimants against the Released Parties. If such lienholder, subrogee, or any person/entity with a third party interest exists, Claimants agree to satisfy those third-party interests out of the settlement proceeds and further agree to defend, indemnify, and hold harmless the Released Parties for any claims or interests that are asserted. Such indemnification shall include, without limitation, any and all attorney fees, court costs, and any and all other costs and expenses. Claimants further represent that they have not assigned their claim to any other person.

7. Claimants are executing this Release solely upon their own knowledge, belief, and judgment and not upon any representation made by the Released Parties. Claimants acknowledge that they have had the opportunity to consult with an attorney of their choice.

8. Claimants represent that they are not currently receiving Medicare benefits and that Medicare has not made any conditional payments on their behalf related to their claims in this matter. Claimants have not and will not apply for Social Security Disability benefits related to this incident. Claimants do not anticipate any future Medicare-eligible expenses related to any injuries for which they are making a claim. Because no future Medicare-eligible expenses are anticipated, no part of the settlement is being set aside for Medicare. Claimants agree to defend, indemnify,

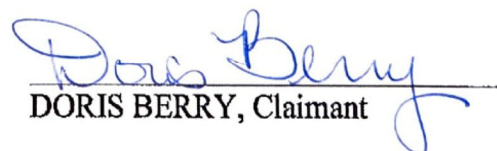
and hold harmless the Released Parties from any interest asserted by Medicare. Such indemnification shall include, without limitation, any and all attorney fees, court costs, and any and all other costs and expenses.

9. This Release constitutes the entire agreement between Claimants and the Released Parties. It supersedes all prior Releases and understandings, whether oral or written, relating to Claimants' alleged injuries and damages related to the incident described in this Release.

10. It is the intent of Claimants and the Released Parties to end any dispute between them pertaining to the matters described in this Release. This Release should be broadly construed to achieve this intent. The terms, provisions, representations, and remedies contained in this Release shall be enforceable to the fullest extent permitted by law. If any term of this Release is found to be invalid or unenforceable, then such term shall be construed in a manner permitting its enforcement to the fullest extent allowed by the law. In any case, the remaining provisions of this Release other than those which have been held invalid, illegal, or unenforceable, shall not be affected or impaired and shall remain in full force and effect. This Release will not be construed either in favor of one party or against one party, but rather pursuant to the fair and reasonable interpretation of the language used.

CAUTION: THIS IS A RELEASE. READ BEFORE SIGNING.


ROBERT M. BERRY, Claimant


DORIS BERRY, Claimant

Date Claimants signed: 11/24/2025

Kristen Washington, Witness

Date Witness Signed: 11.24.25


3



DRAFT

MUTUAL RELEASE AND SETTLEMENT AGREEMENT

This Mutual Release and Settlement Agreement (hereinafter "Agreement") is made and entered into effective as of the ____ day of _____, 2025 by and between SCHMALZ PRECAST CONCRETE MANUFACTURING COMPANY ("Schmalz") and the CITY OF DUBUQUE ("the City").

RECITALS

WHEREAS Schmalz is a Defendant in the case filed in the Iowa District Court in and for Dubuque County captioned as ROBERT BERRY AND DORIS BERRY V. CITY OF DUBUQUE and SCHMALZ PRECAST CONCRETE MANUFACTURING COMPANY, Case No. LACV115088; and

WHEREAS the City of is a Defendant in the case filed in the Iowa District Court in and for Dubuque County captioned as ROBERT BERRY AND DORIS BERRY V. CITY OF DUBUQUE and SCHMALZ PRECAST CONCRETE MANUFACTURING COMPANY, Case No. LACV115088; and

WHEREAS both Schmalz and the City have settled claims made against them by Robert Berry and Doris Berry in the case filed in the Iowa District Court in and for Dubuque County captioned as ROBERT BERRY AND DORIS BERRY V. CITY OF DUBUQUE, and SCHMALZ PRECAST CONCRETE MANUFACTURING COMPANY, Case No. LACV115088.

RELEASE

NOW THEREFORE, the undersigned, Schmalz and the City desire to mutually release each other for any claims each may have against the other arising from the lawsuit in the case filed in the Iowa District Court in and for Dubuque County captioned as ROBERT BERRY AND DORIS BERRY V. CITY OF DUBUQUE, and SCHMALZ PRECAST CONCRETE MANUFACTURING COMPANY, Case No. LACV115088 or any claims that could be made against each other regarding an alleged injury to Robert Berry which occurred on March 7, 2023 in Dubuque, Iowa.

For good and adequate consideration, Schmalz hereby releases, acquits and forever discharges the City and its employees, officers, representatives, agents and assigns from any and all liability whatsoever, including all claims and demands and causes of action of every nature affecting it, which it may have or ever claim to have by reason of the following:

- (a) Any claim which was, or could have been, asserted in the lawsuit filed in the Iowa District Court for Dubuque County captioned as ROBERT BERRY AND DORIS BERRY V. CITY OF DUBUQUE and SCHMALZ PRECAST CONCRETE MANUFACTURING COMPANY, Case No. LACV115088;

For good and adequate consideration, the City hereby releases, acquits, and forever discharges Schmalz and its employees, officers, representatives, agents and assigns from any and

all liability whatsoever, including all claims, demands and causes of action of every nature affecting it which it may have or ever claim to have by reason of the following:

- (a) Any claim which was, or could have been, asserted in the lawsuit filed in the Iowa District Court for Dubuque County captioned as ROBERT BERRY AND DORIS BERRY V. CITY OF DUBUQUE and SCHMALZ PRECAST CONCRETE MANUFACTURING COMPANY, Case No. LACV115088;

As further consideration of said releases, the undersigned hereby agree:

1. That this Agreement covers all injuries and damages whether known or not and which may hereafter may appear or develop arising from the matters above referred to;
2. The intent of this Agreement is that each of the parties hereto shall release and discharge the other from all potential claims whether in the past, present, or future for claims, injuries or damages of any kind resulting from the lawsuit filed in the Iowa District Court for Dubuque County by Robert and Doris Berry captioned as ROBERT BERRY AND DORIS BERRY V. CITY OF DUBUQUE, and SCHMALZ PRECAST CONCRETE MANUFACTURING COMPANY, Case No. LACV115088.
3. This Agreement is executed as a compromise settlement of disputed claims, the liability for which is expressly denied by the parties released, and the payment of the above sums does not constitute an admission of liability on the part of any person or entity;
4. The mutual release of claims is all that the parties will ever receive for their claims and no promise for any other or further consideration has been made by anyone with regard for payment of damage;
5. The undersigned have consulted with their attorneys about the effect of this Agreement and are accepting the settlement and executing this Mutual Release and Settlement Agreement solely in reliance of their knowledge, belief and judgment, and not upon any representation made by released parties or others on their behalf;
6. The parties agree that this Agreement may be signed in counterparts and that signing the Agreement in counterparts shall be valid, binding, and enforceable upon all of the parties. A signed facsimile, copy, or a copy scanned on computer shall have the same force and effect if originally signed by the undersigned and shall be valid, binding, and enforceable upon the undersigned.
7. The parties agree that this Agreement must be approved by the City Council of the City of Dubuque.
8. This Agreement shall be binding upon subsequent purchasers, assignees, and/or successors in interest of the parties hereto.

DRAFT

I HAVE READ THE FOREGOING RELEASE, AND UNDERSTAND ITS TERMS AND FREELY AND VOLUNTARILY SIGN THE SAME.

Dated at Dubuque, Iowa, this _____ day of _____, 2025.

CAUTION: THIS IS A RELEASE – READ BEFORE SIGNING!

CITY OF DUBUQUE, IOWA

By _____
Its: _____

SCHMALZ PRECAST CONCRETE MANUFACTURING COMPANY

By _____
Its: President

DRAFT

I HAVE READ THE FOREGOING RELEASE, AND UNDERSTAND ITS TERMS AND
FREELY AND VOLUNTARILY SIGN THE SAME.

Dated at Dubuque, Iowa, this 17 day of 12, 2025.

CAUTION: THIS IS A RELEASE – READ BEFORE SIGNING!

CITY OF DUBUQUE, IOWA

By _____
Its: _____

SCHMALZ PRECAST CONCRETE MANUFACTURING COMPANY

By Ben Schmalz
Its: President

Ben Schmalz

**City of Dubuque
City Council**

CONSENT ITEMS # 21.

ITEM TITLE: Bloomberg Philanthropies Youth Climate Action Grant Application Submittal

SUMMARY: City Manager recommending City Council approval of a grant application and funding request to the Bloomberg Youth Climate Action (YCAF) grant program.

SUGGESTED DISPOSITION: Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Staff Memo_Bloomberg Youth Climate Action Fund Grant Application for Council approval_12.10.2025
3. YCAF_R3_Application
4. YCAF-Mayor's-Pledge---English

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Bloomberg Philanthropies Youth Climate Action Grant Application Submittal

DATE: December 11, 2025

Director of Sustainability Gina Bell is recommending City Council approval of a grant application and funding request to the Bloomberg Youth Climate Action (YCAF) grant program.

The grant offers \$50,000 to be administered as mini grants to youth, for youth led climate actions, with the possibility of an additional \$50,000 upon disbursement of first amount of funding. The funding would address access, sustainability, and resiliency, while providing capital and experiences for youth. Additionally, the work directly supports our 50% by 2030 Community Climate Action and Resiliency Plan.

Additionally, the grant allows use of funding for staff support.

The grant request is \$50,000.00. No match is required and there is no additional budget impact; however, the project will require staff time.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gina Bell, Director of Sustainability

TO: Michael Van Milligen, City Manager
FROM: Gina Bell, Director of Sustainability
DATE: December 10, 2025
RE: Bloomberg Philanthropies Youth Climate Action Grant Application Submittal

INTRODUCTION

The purpose of this memo is to request City Council approval of a grant application and funding request to the Bloomberg Youth Climate Action (YCAF) grant program.

BACKGROUND

In December 2023, Mayor Cavanagh and I attended the United Nations Conference of the Parties or COP28 in Dubai, United Arab Emirates. During the Local Climate Action Summit (LCAS), Michael Bloomberg announced a grant opportunity to Mayors participating in the LCAS to help fund global youth climate action. We submitted a grant application and were awarded \$50,000 and successfully granted funding to youth in our community to take climate action. We applied and were awarded a second round of YCAF funding, \$100,000 in 2025. We are in the final portion of the grant and finalizing projects and reporting requirements.

DISCUSSION

In early November 2025, Economic Development Director, Jill Connors, and I traveled to Rio de Janeiro, Brasil, to represent Dubuque and the Mayor at C-40's World's Mayors Summit and the Local Leaders Forum, where Bloomberg Philanthropies announced YCAF 2.0.

Building on the success of past youth-led climate projects led by teens and supported by \$150,000 in microgrants from the Office of Sustainability, and with the full support (including a pledge) from Mayor Cavanagh, we have prepared another grant application, with the intention to once again compete for this funding. The grant offers \$50,000 to be administered as mini grants to youth, for youth led climate actions, with the possibility of an additional \$50,000 upon disbursement of first pot of funding. The funding would address access, sustainability, and resiliency, while providing capital and experiences for youth. Additionally, the work directly supports our 50% by 2030 Community Climate Action and Resiliency Plan.

Additionally, the grant allows use of funding for staff support.

BUDGET IMPACT

The grant request is \$50,000.00. No match is required and there is no additional budget impact; however, the project will require staff time.

REQUESTED ACTION

I respectfully request the City Council approve the submittal of the grant proposal to the Bloomberg Youth Climate Action grant program.

Youth Climate Action Fund (YCAF) 2.0 Application – Dec. 2025

Due: January 23, 2026

Plan to Submit: December 16, 2025

Online submittal portal: <https://youthclimateactionfund.fillout.com/apply>

Award: \$50,000 (and if distributed successfully, an additional \$50,000 may be available)

Grant Purpose: Youth-led climate action via mini-grants

1. Please provide the following basic information:

- a. City Name: Dubuque
- b. State Name: Iowa
- c. Country Name: United States
- d. Region: North America12/31/2025
- e. Mayor's Name: Brad M. Cavanagh
- f. Mayor's Email: BCavanagh@cityofdubuque.org
- g. Mayor's Preferred
Phone Number: (563) 690-6502
- h. Mayoral Term
Start Date: January 1, 2026
- i. Mayoral Term
End Date: December 31, 2029
- j. Applicant's Name
(if not mayor): Gina Bell
- k. Applicant's Email
(if not mayor): GBell@cityofdubuque.org
- l. Confirmation that Applicant is authorized to submit application on behalf of city
 - i. Select One: **YES** NO
- m. Preferred Language: English
- n. City Population: 58,873
- o. City Social
Media Accounts:
 - i. <https://www.facebook.com/CityOfDubuque/>
 - ii. <https://twitter.com/cityofdubuque>
 - iii. <https://www.instagram.com/cityofdubuquegov/>
 - iv. <https://www.youtube.com/user/DubuquePIO>
 - v. <https://nextdoor.com/profile/7127545/>
 - vi. <https://www.linkedin.com/company/city-of-dubuque-iowa/>

We currently plan to deliver this program in English, Spanish, and French. Would your city need materials or sessions in another language to ensure full participation? Please note that youth participants will be able to engage in any language.

Please select the option that best applies: **ENGLISH**, SPANISH or FRENCH

Section 2: Your City's Climate Strategy and Youth Engagement

Please provide a publicly accessible web address to your city's official climate action plan or strategy. This should be an actively used climate strategy or plan, such as plans consistent with the Global Covenant of Mayors (GCoM) frameworks. *

www.sustainabledubuque.com

Status of Your City's Climate Plan: In progress.

Please complete one or more of the following (A, B, or C) *

A. Our current plan was established in: 2013 (Year)

B. Our current plan was updated in: 2020 (Year)

C. Our plan is under development (expected completion in: _____ Year)

Which city networks are you a part of? *

Please include all that apply.

ICLEI, Climate Mayors, Urban Sustainability Director's Network, USGBC, Mississippi River Cities and Towns Initiative

Please provide a short description of your city's climate priorities *

(Maximum 150 words)

Dubuque is committed to creating a sustainable and resilient future for its residents by reducing community-wide greenhouse gas emissions by 50% by 2030 (compared to 2003 levels). The city focuses on improving energy efficiency and transitioning away from fossil fuels across all sectors. Key priorities include expanding renewable energy, reducing energy consumption and energy burden, and promoting/providing alternative transportation options. Dubuque also prioritizes strengthening infrastructure to address stormwater and flooding, while ensuring fair access to green spaces and sustainable resources. The City recognizes the importance of youth leadership and has a strong history of actively engaging young people in climate initiatives through our Teen Resiliency Corps program. By connecting climate action with community health, resilience, and economic opportunity, Dubuque strives to build a more inclusive, environmentally conscious future for all, with youth involvement at its core.

What excites your city most about joining the Youth Climate Action Fund, and what do you hope to achieve through participation? *

(Maximum 150 words — we invite you to share what makes this opportunity meaningful and what impact you hope it will create for your city and young people.)

The City of Dubuque is excited to join the Youth Climate Action Fund because it presents a unique opportunity to engage and empower our young people in shaping the city's climate future. We've already shown strong progress in Round 1 and Round 2, and we are eager to continue building on the networks and partnerships we've worked hard to establish in those earlier rounds. Youth have the creativity, energy, and passion to drive meaningful change, and this initiative will help amplify their voices in addressing climate challenges. Through participation, we hope to create more opportunities for young people to lead sustainability projects in the City, advocate for their futures, establish green career paths, and collaborate with local organizations. This partnership will further strengthen the connection between climate action and youth empowerment, fostering a generation of climate leaders who are committed to a cleaner, healthier future for Dubuque residents.

Section 3: Your City's Commitment

Mayor's Pledge

The Youth Climate Action Fund requires commitment and support from the city's mayor.

To complete your city's application to the Youth Climate Action Fund, each mayor must sign this document to commit to the values and principles below. Applications will not be considered without the mayor's signature.

Please upload the Mayor's Pledge document (linked above), signed by your mayor or equivalent *

Section 4: Key Contacts

Information about the city staff member(s) who will be responsible for implementing your city's Youth Climate Action Fund program.

Primary Contact / City Lead:

First and Last Name *Michelle Kim

Title * Climate Action Coordinator

City Department * Sustainability

Email Address * mkim@cityofdubuque.org

Preferred Phone Number * +1 (563) 580.3745

A brief description of their role *

Michelle Kim, Climate Action Coordinator serves to implement Dubuque's 50% by 2030 Climate Action Plan. Michelle has managed the prior round of Youth Climate Action Fund

grants and according to our YCAF coach has “more than any other community, met people where they are at, to the scale that Dubuque has. Dubuque has addressed every barrier – language, culture, technological and brain health. You can tell that Michelle’s core belief is to care for people. She is listening to what they are saying and offering to address challenges. She has learned from past mistakes and revamped how to do our outreach and support. She has built trust and established relationships through this process.”

Secondary Contact / City Lead:

First and Last Name *Gina Bell

Title *Director of Sustainability

City Department * Sustainability

Email Address * gbell@cityofdubuque.org

Preferred Phone Number * +1 (563) 845.8591

A brief description of their role *

Gina Bell, the Director of Sustainability, and her team, is responsible for delivering the Mayor and City Council’s priority to strengthen our community’s resiliency through climate action. She works both internally, to review, advise and promote sustainability within City operations; and externally to build partnerships and support resident’s efforts, while fostering collaboration throughout the community in Dubuque, Iowa.

YOUTH CLIMATE ACTION FUND

Supported by Bloomberg Philanthropies

Youth Climate Action Fund: Mayor's Pledge

I, Brad Cavanagh, Mayor (or equivalent) of

Dubuque, Iowa, confirm that:

- I feel the urgency of this moment and I am excited to be part of a group of global cities deploying microgrants to innovative youth engagement projects across my community within 12 months.
- I am committed to administering this youth-led climate action program in a way that is consistent with my city's climate plan.
- I can dedicate staff to launching and monitoring youth-led climate-focused microgrants, to participating in virtual technical assistance programming, and to sharing updates, impacts, and stories from the ground with Youth Climate Action Fund partners.

[signature]

**City of Dubuque
City Council**

CONSENT ITEMS # 22.

ITEM TITLE:	Signed Contracts
SUMMARY:	Biechler Electric, Inc. for Community AED Implementation; Center for Public Safety Excellence for self-assessment of the Dubuque Fire Department; Dubuque Visiting Nurse Association for the Healthy Homes and Childhood Lead Poisoning Prevention Program; Emergency Services Consulting International to conduct personnel assessment programs for promotion to various positions in the Dubuque Fire Department; Everflow, LLC First Amendment for snow removal; Geisler Brothers Co for WRRRC HVAC PM Services; Hattery Real Estate Appraisals, LLC for Acquisition review appraisal and potential excess property review appraisal; Houck Transit Advertising for Transit Exterior Advertising; Hoyne Landscaping & Snow Plowing, Inc. for 2025-2026 Snow/Ice Removal from Public Sidewalks; Lamar Companies for Lease Agreement; Lange Sign Group Quotation and Purchase Agreement for Parking Ramp Electronic Sign; Leslein Trucking for Water treatment lime sludge hauling and disposal services; Lotus Engineering & Sustainability, LLC for Green House Gas Inventory; Shive-Hattery for design services for electrical vehicle charging stations for the City of Dubuque JULE site; Strand Associates for Design Services, Bidding-Related Services, and Construction-Related Services Terminal Street Pumping Station Phase 1 Improvements.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. 2025 2026 Snow Ice Removal from Public Sidewalks
2. Emergency Services Consulting International
3. Leslein Contract
4. Everflow, LLC
5. Center for Public Safety Excellence
6. Lange Sign Group
7. Shive-Hattery
8. Strand Associates

9. Hattery Real Estate Appraisals, LLC
10. Biechler Electric, Inc.
11. Lotus Engineering & Sustainability, LLC
12. Oak View Group
13. Four Mounds
14. Lamar Companies
15. Geisler Brothers Co
16. Houck Transit Advertising



City of Dubuque
Engineering Department
50 W 13th St
(address)
Dubuque, IA 52001
Phone # 5635894270

**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

Hoyne Landscaping & Snow Plowing, Inc.

(Vendor Name)

17921 S John Deere Rd Dubuque, IA 52001

(Vendor Address - City and State)

PROJECT TITLE: 2025-2026 Snow/Ice Removal from Public Sidewalks

(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:

removal of snow/ice from public sidewalks per the request for bids.

The work described above shall be completed at the following location(s):

various locations in the City of Dubuque.

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa

and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following **WHERE APPLICABLE**:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal;**
- **Plans and Specifications;**
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A);** and
- **INSURANCE – 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
May 31, 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 \$ 6000.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 11/26/2025
Michael C. Van Milligen Date
City Manager

VENDOR:

Hoyne Landscaping & Snowplowing, Inc.
Company Name

By: Jeff Hoyne 11/18/25
Signature Date

Jeff Hoyne
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 & 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)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/10/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Alicia Ehlers
Balance Independent Group, Inc	PHONE (A/C, No, Ext): (563) 583-3571
3686 Crescent Ridge	FAX (A/C, No): (563) 584-2383
	E-MAIL ADDRESS: alicia.ehlers@balanceig.com
Dubuque IA 52003	INSURER(S) AFFORDING COVERAGE
INSURED	INSURER A: OWNERS INS CO
Hoynes Landscaping And Snowplowing I	INSURER B: AUTO OWNERS INS CO
10490 New Ridge Rd	INSURER C:
	INSURER D:
DUBUQUE IA 52001-8261	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		39310344	04/10/2025	04/10/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ Hired AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY		5331034401	04/10/2025	04/10/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE		5331034400	04/10/2025	04/10/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 TRIA \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	A106586066	04/10/2025	04/10/2026	PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROP		39310344	04/10/2025	04/10/2026	Special 499,900 Basic Group I 499,900 Basic Group II 499,900

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Dubuque Engineering Dept.

2026-2026 Snow/Ice Removal from Public Sidewalks
Various Locations in the City of Dubuque

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

Alicia Ehlers

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ACORD 25 (2016/03)

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ATTACHMENT C – BID SUBMITTAL FORMS

BID SUBMITTAL FORMS

For

2025-2026 Snow/Ice Removal from Public Sidewalks

FORM NAME	Page
General Company Information Form.....	27
Bid Pricing Submittal Form.....	29
Signature Page Form.....	30

GENERAL COMPANY INFORMATION FORM

Company Name Hoyne Landscaping & SnowPlowing Inc.

Company Address 17921 S. John Deere Rd.

General Description of the Company: Landscaping and Snow Removal

Type of Organization (franchise, corporation, partnership, etc.): Corporation

Number of years in business: 22

References

List three (3) customers who are current or have been served by your company within the last three (3) years with projects of similar scopes. (Name of firm, address, contact person, phone number)

Reference #1 - Name: The Rose of Dubuque
Address: 3390 Lake Ridge Dr.
Contact Person & Phone: Carol 563-599-7863
Date & Description of Job: Since 2015 Complete Property Maintenance
Contract Value: \$30,000

Reference #2 - Name: Kwik Stops of Dubuque
Address: All locations in Dubuque
Contact Person & Phone: Preston 641-814-6024
Date & Description of Job: Since 2021 Property maintenance at all locations
Contract Value: \$100,000

Reference #3 - Name: Giese Manufacturing
Address: 7025 Chavencelle Rd.
Contact Person & Phone: Craig 590-8465
Date & Description of Job: \$50,000
Contract Value: \$50,000

Personnel

Name and title of person overseeing the City account: Jeff Hoyne

Office Phone: 563-582-2665

Mobile: 563-590-9646

Email: hoynepower@outlook.com

Names, titles and years of experience of persons expected to service the City account:

Rob Donner, Partner, 20+ Jared and Jake Hoyne, Owners, 10+ Jason Potras, Laborer, 10+ Jackson Young, Laborer, 4+

Safety Record

Has your company received an OSHA violation in the past five (5) years?

☐ Yes

☒ No

If yes, please attach copies of the citations and an explanation of how they have been resolved.

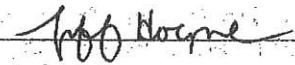
BID PRICING SUBMITTAL FORM

The Contractor shall, at its sole cost and expense, provide, perform and complete in the manner described and specified in this Request for Bid all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data, freight and other items necessary to accomplish the Project as defined below, in accordance with the Scope of Work as described in Section 4.0. The Work will also include procuring and furnishing all approvals and authorizations, permits, and certificates and policies of insurance as specified herein necessary to complete the Project.

Please complete this Bid Sheet in its entirety and bid all products as this are an all-inclusive bid

Description	Price	
Snow/Ice Removal	\$ 75.00	Per Hour
De-Icer	\$ 8.50	Per 50-lb. Bag

Name of Company: Hoyne Landscaping & SnowPlowing Inc.

Authorized Signature: 

Date: 11/16/25

SIGNATURE PAGE FORM

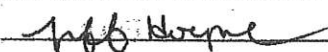
The undersigned, having examined these documents and having full knowledge of the condition under which the Work described herein must be performed, hereby proposes fulfillment of the obligations contained herein in accordance with all insurance documents, instructions, terms, conditions, and specifications set forth; and that all required Work be furnished and that all incidental costs be paid in strict conformity with these documents, for the stated prices as payment in full.

Submitting HOYNE LANDSCAPING & SNOW PLOWING INC.

Address: 17921 S. John Deere Rd.

City: Dubuque County: Dubuque State: IA Zip 52001

Authorized Representative Jeff Hoyne Title: President

Authorized Signature: 

Date: 11/10/25 E-mail: Hoynepower@outlook.com

Phone (563) 582-2665 Fax # ()

FIRM PRICING

Offered pricing shall remain firm for a minimum of sixty (60) days after the due date of this solicitation unless indicated otherwise. Accepted pricing shall remain firm for the duration of the contract.

ADDENDA {It is the bidder's responsibility to check for issuance of any addenda}

The above-signed hereby acknowledges receipt of the following addenda:

Addenda Number: _____	Date: _____	Addenda Number: _____	Date: _____
Addenda Number: _____	Date: _____	Addenda Number: _____	Date: _____



Emergency Services Consulting International

Providing Expertise and Guidance that Enhances Community Safety

CONTRACTUAL AGREEMENT

ARTICLE I. PARTIES TO THE CONTRACT

This contractual agreement to conduct personnel assessment programs for promotion to various positions in the Dubuque Fire Department, including job analysis; test development, validation, administration and scoring; and other related promotional process services is entered into effective November 25, 2025, by the City of Dubuque, Iowa, and Emergency Services Consulting International, Inc. (henceforth ESCI).

ARTICLE II. PERIOD COVERED BY THE CONTRACT

The term of this contract shall be the period beginning on November 25, 2025, and ending after the project is complete, tentatively by December 15, 2025.

ARTICLE III. SCOPE OF CONTRACT

The scope of work to be performed includes the services listed in ESCI's quote dated August 28, 2024 (Attachment A), such as 1) conducting a job analysis review for the target positions; 2) developing, validating, and administering written exams as applicable; 3) conducting candidate test preparation/orientation programs; 4) scoring the exams; and 5) analyzing scores and reporting the results. Additional related professional and logistical tasks will also be performed by ESCI.

ARTICLE IV. CONTRACT PRINCIPALS

The contract monitor for the City of Dubuque shall be Martin FitzPatrick, Bureau Chief of Training - Dubuque Fire Department (Mfitzpat@cityofdubuque.org). The project director for ESCI shall be Ms. Jennifer Flaig, Human Capital Division Director (jennifer.flraig@esci.us).

ARTICLE V. COMPENSATION

The cost for this promotional assessment program will be in accordance with that published in ESCI's quote dated November 25, 2025 (Attachment B). This pricing does not include the recruiting or accommodating of assessors needed to score the exams, which will be the responsibility of the City of Dubuque. Terms of payment is Net 30.

ARTICLE VI. SIGNATURES

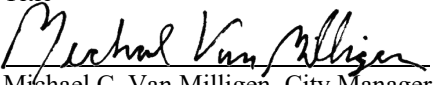
A. 

Contractor Signature

Date

Managing Director
Title

23-2826074
Federal ID

B. 

Michael C. Van Milligen, City Manager
City of Dubuque

11/26/2025
Date





City of Dubuque
Water Department
1902 Hawthorne Street
(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 Leslein Trucking

(Vendor Name)

1833 N. Main Dubuque, Iowa 52001

(Vendor Address - City and State)

PROJECT TITLE: Water treatment lime sludge hauling and disposal 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:

Loading, hauling, unloading, and disposal of Water Treatment lime sludge.

The work described above shall be completed at the following location(s):

Eagle Point Water Treatment Plant, 1902 Hawthorne St. 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

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 \$ FY26\$363,000 FY27\$380,700 FY28\$400,000

CITY OF DUBUQUE, IOWA

VENDOR:

By: Michael Van Milligen 11/26/2025
Michael C. Van Milligen
City Manager Date

Leslein Tucking
Company Name
By: James Leslein 10-1-25
Signature Date
JAMES Leslein
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.

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 10-1-2025.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The service provider must identify or list in writing all deviations and exclusions from the ISO form.
8. If vendor's limits of liability are higher than the required minimum limits then the vendor's limits shall be this agreement's required limits.
9. Vendor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Vendor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Vendor.
10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
11. All certificates of insurance must include agents name, phone number, and email address.
12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

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.

**FIRST AMENDMENT TO CONTRACT BETWEEN
THE CITY OF DUBUQUE
AND
EVERFLOW, LLC**

This First Amendment to Contract, dated for reference purposes the 25 th day of November, 2025, is made and entered into by the City of Dubuque, Iowa (City), and Everflow, LLC (Contractor).

WHEREAS, City and Contractor entered into a Contract dated November 15, 2024 (the Contract); and

WHEREAS, City and Contractor desire to amend the Contract as set forth herein.

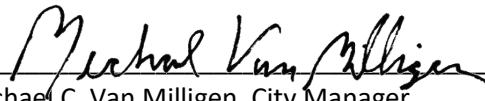
NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL TERMS AND COVENANTS CONTAINED HEREIN, CITY AND CONTRACTOR AGREE AS FOLLOWS:

Section 1. The parties agree to renew the contract for one (1) calendar year, as described in Item 10 of the initial contract.

Section 2. The list of locations for the 2025-2026 season and the agreed upon pricing for these locations is attached to this amendment.

Section 3. Except as modified herein, the Contract shall remain in full force and effect.

CITY OF DUBUQUE, IOWA

By: 
Michael C. Van Milligen, City Manager

EVERFLOW, LLC

By: 
Andrew Blossch-Bradshaw, Owner

dotloop verified
11/26/25 9:09 AM CST
OBWD-KILZ-DJAI-QNSF



2025 SNOW REMOVAL PRICING

EVERFLOW, LLC

ADDRESS	REMOVAL	SALT
1908 SCHILLER	\$ 35.00	\$ 30.00
1001 GARFIELD	\$ 33.00	\$ 30.00
574 LORAS	\$ 33.00	\$ 25.00
1025 BLUFF	\$ 38.00	\$ 25.00
821 GARFIELD	\$ 38.00	\$ 25.00
1448 JACKSON	\$ 33.00	\$ 25.00
1438 JACKSON	\$ 33.00	\$ 25.00
2527 WASHINGTON	\$ 33.00	\$ 30.00
357 E 16TH ST	\$ 33.00	\$ 25.00
686/688 UNIVERSITY	\$ 68.00	\$ 40.00
945 BLUFF	\$ 33.00	\$ 28.00
514 ANGELLA	\$ 70.00	\$ 43.00
2900 PINARD	\$ 33.00	\$ 28.00
2283 WHITE	\$ 35.00	\$ 28.00
1509-1511 BLUFF	\$ 44.00	\$ 28.00
1266 JACKSON (TENT. - MAY BE REMOVED)	\$ 30.00	\$ 25.00
1276 JACKSON (TENT. - MAY BE ADDED)	\$ 30.00	\$ 25.00
2095 UNIVERSITY	\$ 35.00	\$ 25.00
2820 BRUNSWICK	\$ 35.00	\$ 25.00
2239 FRANCIS	\$ 35.00	\$ 25.00
TOTAL	\$ 757.00	\$ 560.00
REMOVAL & SALT TOTAL	\$ 1,317.00	
HOURLY RATE FOR ADDITIONAL SVCS	\$ 85.00	

FRONT WALKWAY ONLY



LETTER OF UNDERSTANDING

APPLICANT & CURRENTLY ACCREDITED AGENCY FEES & PEER ASSESSMENT PROCESSES

The Dubuque Fire Department hereby referred to as the "agency" agrees to conduct a transparent and factual self-assessment of their organization and complete the process in the pursuit of Accreditation from the Commission on Fire Accreditation International® (CFAI®) and the Center for Public Safety Excellence® (CPSE®), Inc. The Agency agrees to abide by the policies and procedures of CPSE, Inc., and CFAI and provide all documentation and information pertinent to the self-assessment process.

New Applicant Agency:

Agencies who desire to become applicants for CFAI accreditation for the first time will be required to complete this form and submit the associated fee as approved by the CPSE Board of Directors. Once the invoice process has been completed the agency will be designated as an Applicant agency for a period not to exceed eighteen months.

Returning Accredited Agencies:

Agencies that desire to continue with their Accredited status will be required to complete this form and will be required to submit their four previous years' Annual Compliance Reports (ACR) and have satisfied their annual accreditation fee requirements.

Artificial Intelligence

CFAI requires that documents submitted for accreditation constitute original work. Artificial intelligence (AI) tools may assist in the editing, formatting, and refinement of documents for the accreditation process. The department affirms that all content has been validated by authorized agency representatives and is accurately supported by department policies, procedures, and data. Egregious, generative use of AI leading to documents that violate any CFAI policy or procedures or are not truthful in required accreditation work shall be subject to corrective actions by CFAI up to and including immediate denial.

Peer Assessment Process:

Knowing that the process that leads to a recommendation of Accreditation includes an on-site validation and verification of the agency's operations, a team of qualified peer assessors will be required to visit the agency's location. In addition, the peer team leader will be required to present the findings of the peer assessment to CFAI Commission to complete the agency peer assessment process.

I. Payment of Accreditation Fees and Expenses:

The Agency agrees to comply with the following processes related to payment of fees and cost of the peer assessment process:

- Initial (first time) Applicant Agencies:

Agencies seeking Applicant agency status for the first time will be invoiced their agency fee once CFAI receives official notice and completion of the agency's executed Letter of Understanding.

The Agency understands that the change to **Applicant Agency** status will only be made upon receipt of the full payment of the fee.

- Continued (renewal) of Accredited status:

Agencies desiring to continue their accredited status will have been invoiced annually for 1/5th of their accreditation fee since becoming accredited. Both the agency's accreditation fees, and the successful submission of the agency Annual Compliance Report (ACR) are required for continued accredited status.

- All fees, or portions of any fee paid, are non-refundable.

- Peer Assessment Team Site Visit and Team Leader Presentation Expenses:

Agencies are responsible for all costs associated with the peer assessment team site visit. These costs will include, but are not limited to, airfare, baggage, parking, ground transportation, housing, meals, and incidental expenses.

The agency will also be responsible for the costs associated with the presentation of the peer team report to the Commission. These expenses will not exceed travel and two nights at the assigned hotel, two days of per diem, and any associated travel and ground transportation expenses. If the peer team leader is presenting more than one agency at the hearings, these expenses will be divided equally among the represented agencies.

CPSE will manage all travel arrangements for the site visit through the CPSE contracted travel company. The agency also agrees to be billed for the peer team visit and later, the appearance of the team leader before the commission. The invoice(s) will be sent to the agency within 14 days of the completion of the site visit and seven days from the presentation by the Team Leader at the Commission hearing. Payment is expected upon receipt. All CPSE payment policies will apply to these invoices.

The current Government Services Association (GSA) for meals and incidental expenses, <https://www.gsa.gov/travel/plan-book/per-diem-rates> will be used to determine the associated anticipated rates for travel, hotel and lodging. The agency is expected to select the most appropriate lodging location and advise CFAI staff so that appropriate reservations can be made.

The agency is expected to have exercised their purchasing processes so as not to cause any delays in payment of the one-invoice. Purchase Orders are not recommended for use as payment. Any delays caused by the issuance of a Purchase Order in-leu-of payment under this Letter of Understanding will be considered in calculating any late penalties.

Local services contracts, and other forms of payment, are not applicable to this agreement.

- Peer Assessor / Accreditation Manager Training Requirements:

The Agency must formally identify an individual as the Agency's **accreditation manager**. The accreditation manager shall, at a minimum, have successfully completed the **Quality Improvement for Fire and Emergency Services (QIFES)** workshop, followed by the **Peer Assessment Workshop**, before becoming an Applicant agency.

- Agreement:

The signatory to this **Letter of Agreement** attests that they have read, understood, and will comply with all policies and procedures as mentioned herein.

Fire Chief, CEO, or Chief Administrative Officer of Agency

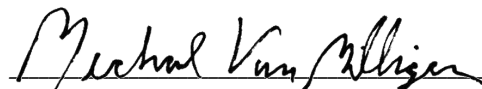
Date



Chief Financial Officer or Purchasing Officer (Agent)

12/3/2025

Date



City/County Administrator or Representative of Authority Having Jurisdiction

12/04/2025

Date

CFAI Program Manager, Center for Public Safety Excellence

Date



SIGN GROUP

1780 Hwy 35N East Dubuque, IL 61025 phone - 815.747.2448 fax - 815-747-3049 toll free - 888.582.6979

Quotation and Purchase Agreement

Salesperson: Rick Droske
Job #

Date Written 12/5/2025
Deadline

Customer
City of Dubuque
50 West 13th Street
Dubuque, IA

Job Location
10th and Iowa parking lot
Dubuque IA

Contact: Randy Gehl
Phone: 563-589-4325
Fax:

Contact
Phone:
Fax:

DESCRIPTION

Sketch: codmsg5

Remove the double faced message center and scrap.
Furnish and install a new double faced message center per sketch

8mm Slim Back Ventilation LED WatchFire Message Center

The smaller vents will be cut out of the sides of the sign and larger vents added

Size: 36 1/4" high x 6'9" wide x 8" deep
Viewing Size: 3' x 6'
Model: Watchfire
Software: Watchfire "Ignite OPx"
Computer: NOT INCLUDED
Matrix: 108 x 216
Color: LED RGB
Color Capability: 1.2 Quintillion
Viewing Angles: 150 Horiz/95 Vert
Video: Plays prerecorded clips 30FPS
Imports Windows Video (AVI)
Animated Text & Graphics
Brightness: Daytime 7,500 NITs maximum
Nighttime 700 NITs Maximum
Temp Sensor: Included
Communication: 4G Wireless with life of sign data plan

Tri-State Area • Quad Cities Area

50% Deposit Due Upon Signing Proposal Balance Upon Completion
Tax and Permits are Additional

Customer Signature: _____ Date: _____

Quote Reference: codmsg5 new 8mm



SIGN GROUP

1780 Hwy 35N East Dubuque, IL 61025 phone - 815.747.2448 fax - 815-747-3049 toll free - 888.582.6979

Graphics: Built in graphics, plus ability to create graphics.

Electrical Requirement: 120 volt, 26.0 amp, single phase

Electrical Consumption: Based on 18 hrs of operation per day, plus or minus 10% depending on how the sign is programmed 16.2 KWHrs per day X \$.12 per KWHr = \$1.94 per day. Actual KWHr rate may differ.

Watchfire will provide up to 4 hours of sign programming/operation instruction.

Purchase price: \$32,786.00

Permit cost not included.

Parts Warranty: Watchfire Signs by Time-O-Matic includes a **Five (5) year** parts warranty on all electronic parts. See website for details or a complete digital copy is included in bid paperwork. Excludes acts of Nature or vandalism.

Labor Warranty: Lange Sign Group includes **Five (5) years** of onsite Labor to repair Watchfire Message center. This includes bucket truck and travel time. There are no additional costs or fees to customer, aside from electricity costs. Labor warranty also includes support by Lange Sign Group at no charge during the five-year warranty period.

Tri-State Area • Quad Cities Area

50% Deposit Due Upon Signing Proposal Balance Upon Completion

Customer Signature: Michael Van Allen Date: 12/05/2025
Tax and Permits are Additional
Quote Reference: codmsg5 new 8mm

PROFESSIONAL SERVICES AGREEMENT

ATTN: Ryan Knuckey
CLIENT: City of Dubuque
50 W 13th Street
Dubuque, IA 52001

PROJECT: Electric Vehicle Chargers Infrastructure Design

PROJECT LOCATION: Dubuque, IA

DATE OF AGREEMENT: November 18, 2025

PROJECT DESCRIPTION

Provide design services for electrical vehicle (EV) charging stations for the City of Dubuque JULE site, per the Client requirements.

SCOPE OF SERVICES

We will provide the following services for the project:

Electrical Engineering

These services will consist of the following tasks:

Provide design, prepare construction plans and specifications, assist through bidding phase, and provide construction administration and inspection services for the electrification of the JULE site. Infrastructure for one (1) level 3 charger will be designed. Site layout, one-line, schedules, and specifications will be provided. New electrical service will be required for the site.

1. Construction Documentation
 - a. Provide Contract documents for open bidding process with bid document review assistance.
 - i. Complete the Project Manual and Specifications.
 - ii. Full Team review of 100% documents.
 - iii. Site visit to review existing conditions.
2. Bidding/Negotiation
 - a. Attend pre-bid walkthrough with contractors.
 - b. Issue addenda, respond to bidder's RFIs, review bids and alternates, and assist the City in reviewing bid proposals, and recommendation on the selection of a contractor for the award of contract, as needed.
3. Construction Administration
 - a. Prepare all Engineer's Supplemental Information, Construction Change Directives and Change Orders.
 - b. Respond to contractor generated RFIs (requests for information).
 - c. Review contractor submittals including shop drawings, product data and samples and administer these documents by maintaining logs for each.
 - d. Provide electronic documents to GC (General Contractor) for their preparation of Record Documents.
 - e. Substantial completion punch list site visit.



CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
5. Provide Shive-Hattery personnel unlimited access to the site as required.

SCHEDULE

We will begin our services based on your email authorizing us to proceed provided the Agreement is attached.

- The services shall be performed in accordance with the following schedule: Design - 4 Weeks.
- Bidding - 3 Weeks.
- Construction - TBD based on lead times.

COMPENSATION

Description	Fee Type	Fee	Estimated Expenses	Total
Higgins Road	Fixed Fee	\$9,850	See below	\$9,850
ESTIMATED TOTAL		\$9,850	See below	\$9,850

Fee Types:

- Fixed Fee - We will provide the Scope of Services for the fee amounts listed above.

Expenses:

- Estimated amount - The estimated expense amounts above will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred. We will not exceed the amounts without your prior authorization.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

Unless specifically stated in the Scope of Services, any resilient design related services including areas of resistance, reliability and redundancy (i.e. flood protection, storm/tornado shelter, emergency generators, utility backup, etc.) are not included in this proposal.

OTHER TERMS

STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery October 2024

PARTIES

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc., Shive-Hattery A/E Services, P.C., Helix Design Group, a Division of Shive-Hattery, Inc., Shive-Hattery New Jersey, Inc., WSM, a Division of Shive-Hattery, Inc., or KdG, a Division of Shive-Hattery, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, and employees against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H 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 on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

BETTERMENT

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-

H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no

control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

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.

SEVERABILITY, SURVIVAL AND WAIVER

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. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state that the project is located.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

HARASSMENT

If either party becomes aware of any form of harassing conduct by the other party's employees, agents, contractors, consultants, vendors, or affiliated companies, the party receiving the harassing conduct will promptly investigate the reported conduct and take appropriate action that may include termination of this Agreement by providing written notice to the other party. Prior to the written notice to terminate, all applicable obligations contained in this Agreement by either party remain in effect. Harassment conduct includes any verbal, physical, and visual or pictorial content that creates an intimidating, offensive, obscene, or hostile working environment, unwanted and unsolicited verbal comments, sexual advances or innuendo, unwelcome jokes or banter, threats, or derogatory comments.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

ACCEPTANCE

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

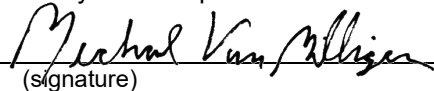
Sincerely,
SHIVE-HATTERY, INC.



John Waldron
Sr. Electrical Engineer
jwaldron@shive-hattery.com

AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: City of Dubuque

BY: 
(signature)

TITLE: City Manager

PRINTED NAME: Michael Van Milligen

DATE ACCEPTED: 12/05/2025

**STANDARD HOURLY and
REIMBURSABLE EXPENSE FEES SCHEDULES**
Effective January 1, 2025 to December 31, 2025

STANDARD HOURLY FEES

PROFESSIONAL STAFF:

Grade 1	\$111.00
Grade 2	\$133.00
Grade 3	\$148.00
Grade 4	\$166.00
Grade 5	\$184.00
Grade 6	\$199.00
Grade 7	\$216.00
Grade 8	\$235.00
Grade 9	\$255.00

SURVEY STAFF:

One Person	\$170.00
Two Person	\$263.00
One Person with ATV	\$195.00
Two Person with ATV	\$288.00

TECHNICAL STAFF:

Grade 1	\$ 78.00
Grade 2	\$ 95.00
Grade 3	\$109.00
Grade 4	\$118.00
Grade 5	\$131.00
Grade 6	\$151.00
Grade 7	\$168.00

ADMIN STAFF:

\$ 75.00

REIMBURSABLE EXPENSE FEES

TRAVEL:

Mileage- Car/Truck	\$0.70/ Mile
Mileage- Survey Trucks	\$0.80/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

OUTSIDE SERVICES:

Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%

IN-HOUSE SERVICES:

Drawings/Prints/Plots:

Bond	\$.30/ Sq.Ft.
Mylar	\$.75/ Sq.Ft.
Photogloss	\$.90/ Sq.Ft.
Color Bond	\$.60/ Sq.Ft.
Foam Core Mounting	\$13.00

Color Prints:

Letter Size	\$ 1.00
Legal and 11x17 Size	\$ 2.00

December 4, 2025

City of Dubuque
50 West 13th Street
Dubuque, IA 52001

Attention: Mr. Deron Muehring, Water and Resource Recovery Center Director

Re: Agreement for Design Services, Bidding-Related Services, and Construction-Related Services
Terminal Street Pumping Station Phase 1 Improvements

This is an Agreement between City of Dubuque, Iowa, hereinafter referred to as OWNER, and Strand Associates, Inc.®, hereinafter referred to as ENGINEER, to provide Design Services, Bidding-Related Services, and Construction-Related Services (Services) for the Terminal Street Pumping Station Phase 1 Improvements project. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide the following Services to OWNER.

Design Services

1. Design the following structural, electrical, control, and mechanical elements for the existing Terminal Street Pumping Station:
 - a. Replacement of the influent sluice gate, including a new automatic actuator.
 - b. Replacement of the two pump suction sluice gates, including new automatic actuators.
 - c. New hoist system in the lower level of the dry well to allow pumps to be lifted from their position and moved to the center of the room.
 - d. Replacement of the existing roofing.
 - e. Replacement of the existing exterior doors on the south side of the pumping station building.
2. Prepare and provide 60 percent draft design documents to OWNER.
3. Attend a 60 percent design review meeting with OWNER to discuss and incorporate OWNER's comments, as appropriate.
4. Prepare 90 percent draft Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2018 edition, technical specifications, and engineering drawings.
5. Provide 90 percent draft Bidding Documents to OWNER.
6. Prepare and assist OWNER in submitting an application for the construction permits to the Iowa Department of Natural Resources (IDNR). Submit 90 percent drawings and specifications to IDNR for approval.

City of Dubuque, Iowa
Page 2
December 4, 2025

7. Attend a 90 percent design review meeting with OWNER to discuss and incorporate OWNER and IDNR comments, as appropriate, into the final Bidding Documents.
8. Prepare a prebid opinion of probable construction cost for project and submit to OWNER.
9. Submit up to three paper copies and a PDF copy of the final Bidding Documents to OWNER.

Bidding-Related Services

1. Distribute Bidding Documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com. Submit Advertisement to Bid to OWNER for publishing.
2. Prepare addenda and answer questions during bidding.
3. Attend bid opening, tabulate and analyze bid results, and assist OWNER in the award of the Construction Contract.
4. Prepare three sets of Contract Documents for signature.

Construction-Related Services

1. Provide contract administration Services including attendance at preconstruction conference, review of up to 25 contractor shop drawing submittals, review of up to 12 contractor pay requests, attendance at up to 12 construction progress meetings, up to six site visits, and participation in project closeout.
2. Provide resident project representative (RPR) for up to 200 hours of part-time observation of construction.
3. Provide record drawings in electronic format from information compiled from contractor's records. ENGINEER is providing drafting Services only for record drawings based on the records presented to ENGINEER by contractor and OWNER. ENGINEER will not be liable for the accuracy of the record drawing information provided by contractor and OWNER.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided through an amendment to this Agreement or through a separate agreement.

1. Additional and Extended Services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.
2. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.
3. Bidding Alternatives and Bid Phasing: Any services involved in providing bidding alternatives or bidding phases.
4. Flood Studies: Any services involved in performing flood and floodway studies.
5. Preparation for and/or Appearance in Litigation on Behalf of OWNER: Any services related to litigation.

6. Review of Product Substitutions Proposed by Contractor: The terms of the construction Contract call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products. ENGINEER's cost for such evaluations is not included.
7. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed.
8. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids.
9. Unsolicited Media: Any services that include the review or analysis of unsolicited media including, but not limited to, photographs, videos, and drone footage provided by OWNER or contractors unless specifically requested and agreed to in writing. ENGINEER's use of electronic construction administration programs (e.g., e-builder, Newforma) is limited to the Scope of Services defined in this Agreement. ENGINEER is not responsible for the review of unsolicited media uploaded to these programs unless specifically requested and agreed to in writing.

Compensation

OWNER shall compensate ENGINEER for Services under this Agreement a lump sum of \$215,515.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the lump sum that reflects any wage scale adjustments made.

The lump sum will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of December 8, 2025. Services are scheduled for completion on April 30, 2027.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.

City of Dubuque, Iowa
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December 4, 2025

2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
4. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
5. Provide all legal services as may be required for the development of this project.
6. Pay all permit and plan review fees payable to regulatory agencies.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER. If OWNER requires more than general guidance, then OWNER agrees to obtain an independent cost estimate by others.

Observation Services

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

Payment Requests

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased

City of Dubuque, Iowa
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December 4, 2025

cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Failure to make payments to ENGINEER is cause for termination upon two-week notice to OWNER.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Insurance

ENGINEER will maintain insurance coverage in accordance with OWNER's Insurance Schedule J for Professional Services, which is attached hereto and incorporated herein by reference. Where Contractor is referred to in Schedule J, it shall mean ENGINEER.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors,

City of Dubuque, Iowa
Page 6
December 4, 2025

subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Iowa

Remedies

Neither ENGINEER nor OWNER shall be liable to the other for special, indirect, punitive, or consequential damages for claims, disputes, or other matters in question arising out of this or relating to this Agreement. This mutual waiver is applicable, without limitation, due to either party's termination of this Agreement.

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services** and represent the entire Agreement and supersede any prior proposals, Requests for Qualifications, or Agreements. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

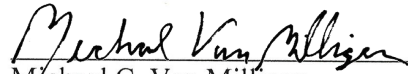
OWNER:

STRAND ASSOCIATES, INC.®

CITY OF DUBUQUE, IOWA


Joseph M. Bunker
Corporate Secretary

12/4/25
Date


Michael C. Van Milligen
City Manager

12/09/2025
Date

INSURANCE SCHEDULE J

1. Contractor 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: Terminal Street Pumping Station Phase 1 Improvements.
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.

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

X 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

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
Engineering Department
City Hall, 50 W 13th Street
(address)
Dubuque, IA 52001
Phone # 563.589.4270

**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 Hattery Real Estate Appraisals, LLC

(Vendor Name)

5708 Hidden Valley Dr, Davenport, IA 52804

(Vendor Address - City and State)

PROJECT TITLE: Acquisition review appraisal and potential excess property review appraisal

(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:

2300 University Ave - Acquisition review appraisal

Lot 1 - potential excess property review appraisal

Weber Acres 2nd Addition, Lot 4 - potential excess property review appraisal

Weber Acres 2nd Addition, Lot 5 - potential excess property review appraisal

The work described above shall be completed at the following location(s):

2300 University Ave, Southwest Arterial / US52 Lot 1, Weber Acres 2nd Addition Lot 4,

Weber Acres 2nd Addition Lot 5

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 2 weeks after notice to proceed (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 \$ 4,500

CITY OF DUBUQUE, IOWA

VENDOR:

By: Michael Van Milligen 12/09/2025
Michael C. Van Milligen
City Manager Date

Hattery Real Estate Appraisals, LLC
Company Name

By: Douglas J. Hattery 12-8-25
Signature Date

Douglas J. Hattery
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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/05/2025

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 LIA ADMINISTRATORS & INSURANCE SERVICES PO BOX 1319 SANTA BARBARA, CA 93102-1319		CONTACT NAME: DANA DAMICO PHONE (A/C, No, Ext): 805-963-6624 E-MAIL ADDRESS: LIZA@LIABILITY.COM FAX (A/C, No): 805-962-0652	
INSURED HATTERY REAL ESTATE APPRAISALS, LLC DOUGLAS J. HATTERY 5708 HIDDEN VALLEY DR DAVENPORT, IA 52804		INSURER(S) AFFORDING COVERAGE INSURER A: TWIN CITY FIRE INSURANCE COMPANY INSURER B: ASPEN AMERICAN INSURANCE COMPANY INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 29459 43460	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		72SBMBC2808	03/09/2025	03/09/2026	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 - COMPI/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	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/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	PROFESSIONAL LIABILITY			AAI000686-11	05/01/2025	05/01/2026	\$1,000,000 EACH CLAIM \$2,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

REAL ESTATE APPRAISERS PROFESSIONAL AND COMMERCIAL GENERAL LIABILITY INSURANCE
THE BELOW CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED WITH RESPECTS TO THE COMMERCIAL GENERAL LIABILITY

CERTIFICATE HOLDER**CANCELLATION**CITY OF DUBUQUE, IOWA
50 W. 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

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF INSURANCE

Producer:

LIA ADMINISTRATORS & INSURANCE SERVICES
P.O. Box 1319
Santa Barbara, CA 93102-1319

Issue Date: 05/01/2025

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policy below.

Insured: 167340
HATTERY REAL ESTATE APPRAISALS, LLC
Douglas J. Hattery
5708 Hidden Valley dr
Davenport, IA 52804

Fax Number: 000-000-0000

COMPANY AFFORDING COVERAGE

Aspen American Insurance Company



Authorized Representative

This is to certify that the policy of insurance listed below has been issued to the Insured named above for the policy period indicated. Notwithstanding any requirement, term of condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy. Limits shown may have been reduced by paid claims.

DISCLAIMER: This certificate of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
Professional Liability	AAI000686-11	05/01/2025	05/01/2026	Each Claim General Aggregate	\$ 1,000,000 \$ 2,000,000

Description of Operations/Locations/Special Items:
Professional Services as defined in the policy

Certificate Holder:
HATTERY REAL ESTATE APPRAISALS, LLC
Douglas J. Hattery
5708 Hidden Valley dr
Davenport, IA 52804

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.

LIA0001 (11/97)

Insured Copy

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 72 SBM BC2808

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	\$1,000,000
MEDICAL EXPENSES - ANY ONE PERSON	\$ 10,000
PERSONAL AND ADVERTISING INJURY	\$1,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	\$1,000,000
AGGREGATE LIMITS	
PRODUCTS-COMPLETED OPERATIONS	\$2,000,000
GENERAL AGGREGATE	\$2,000,000
EMPLOYMENT PRACTICES LIABILITY COVERAGE: FORM SS 09 01	
EACH CLAIM LIMIT	\$ 10,000
DEDUCTIBLE - EACH CLAIM LIMIT NOT APPLICABLE	
AGGREGATE LIMIT	\$ 10,000

RETROACTIVE DATE: 03092019

This Employment Practices Liability Coverage contains claims made coverage. Except as may be otherwise provided herein, specified coverages of this insurance are limited generally to liability for injuries for which claims are first made against the insured while the insurance is in force. Please read and review the insurance carefully and discuss the coverage with your Hartford Agent or Broker.

The Limits of Insurance stated in this Declarations will be reduced, and may be completely exhausted, by the payment of "defense expense" and, in such event, The Company will not be obligated to pay any further "defense expense" or sums which the insured is or may become legally obligated to pay as "damages".

BUSINESS LIABILITY OPTIONAL
COVERAGESCYBERFLEX COVERAGE
FORM SS 40 26UNMANNED AIRCRAFT LIABILITY
IS EXCLUDED
SEE FORM: SS 42 06Form SS 00 02 12 06
Process Date: 01/06/25Page 003 (CONTINUED ON NEXT PAGE)
Policy Expiration Date: 03/09/26

Outline of coverage**2024 FORD F150 CREW PICKUP**

VIN: 1FTFW3L84RK16102

Garaging ZIP Code: 52804

Primary use of the vehicle: Pleasure/Personal

Annual miles: 16,000 - 17,999

Length of vehicle ownership when policy started or vehicle added: Less than 1 month

We were unable to validate or locate prior history for the VIN you provided, which has impacted how we determine your premium.

	Limits	Deductible	Premium
Liability To Others			\$188
Bodily Injury and Property Damage Liability	\$500,000 combined single limit each accident		
Uninsured Motorist	\$500,000 combined single limit each accident		24
Underinsured Motorist	\$500,000 combined single limit each accident		27
Medical Payments	\$5,000 each person		6
Comprehensive	Actual Cash Value	\$500	71
Collision	Actual Cash Value	\$750	130
Rental Reimbursement	up to \$50 each day/maximum 30 days		13
Roadside Assistance			5
Total 6 month policy premium			\$464.00

Premium discounts

Policy

988543469

Multi-Policy, Paid in Full, Home Owner, Online Quote, Continuous Insurance:
Platinum, Paperless and Three-Year Safe Driving**Lienholder and additional interest information**

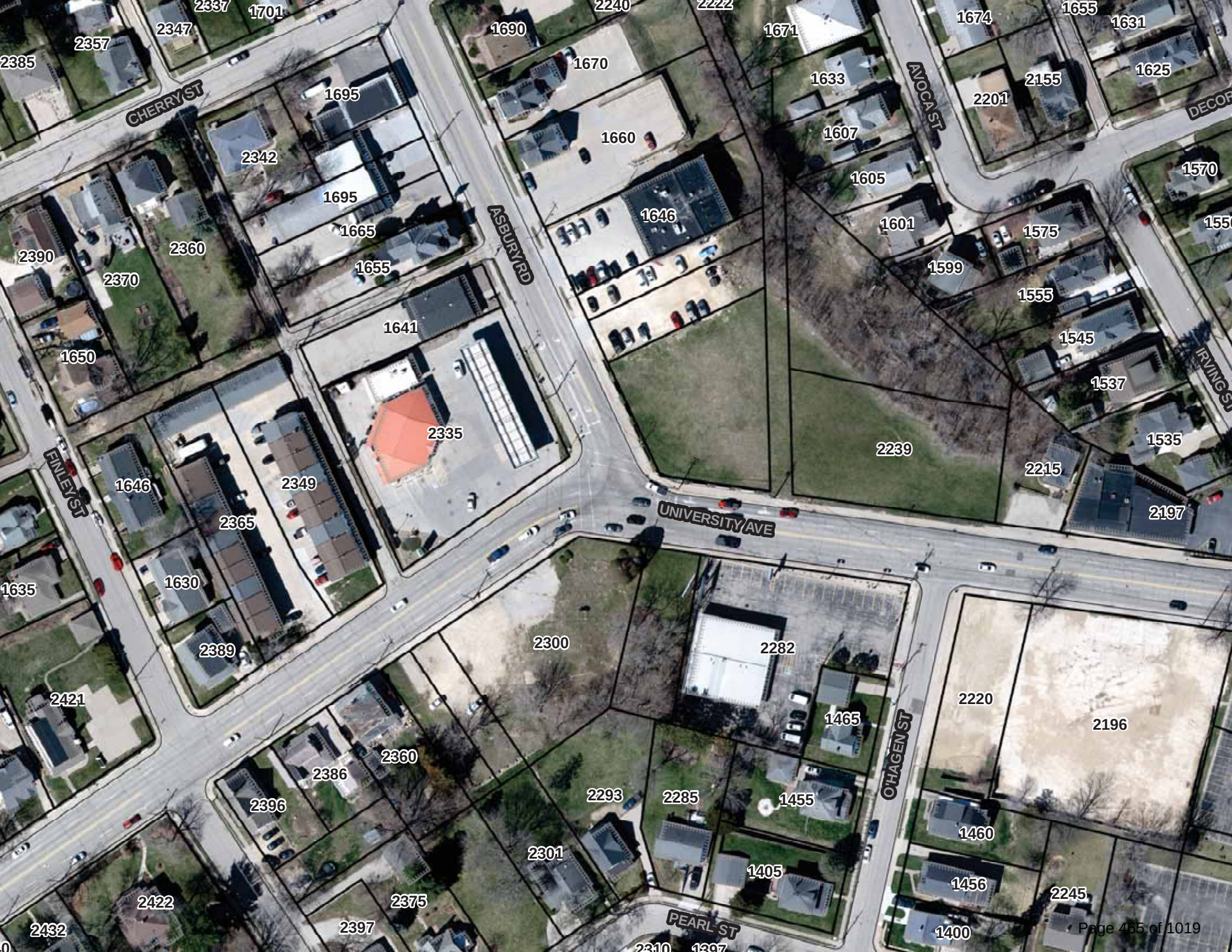
Vehicle	Lienholder	Additional interest
2024 FORD F150	CAB EAST LLC	CAB EAST LLC
1FTFW3L84RK16102	MINNEAPOLIS, MN 55439	MINNEAPOLIS, MN 55439

Company officers*Charlotte M. Elek*

President

MR. [Signature]

Secretary



CHERRY ST

ASBURY RD

AVOCAS T

UNIVERSITY AVE

OHAGEN ST

PEARL ST

DECOR

IRVING ST

**SUBJECT PROPERTY MAP
2300 UNIVERSITY AVE.**



DISCLAIMER: This information was compiled using the Dubuque Area Geographic Information System (DAGIS), which includes data created by both the City of Dubuque and Dubuque County. It is understood that, while the City of Dubuque and participating agencies utilized the most current and accurate information available, DAGIS and its suppliers do not warrant the accuracy or currency of the information or data contained herein. The City and participating agencies shall not be held liable for any direct, indirect, incidental, consequential, punitive, or special damages, whether foreseeable or unforeseeable, arising out of the authorized or unauthorized use of this data or the inability to use this data or out of any breach of warranty whatsoever.

1 inch = 60 feet



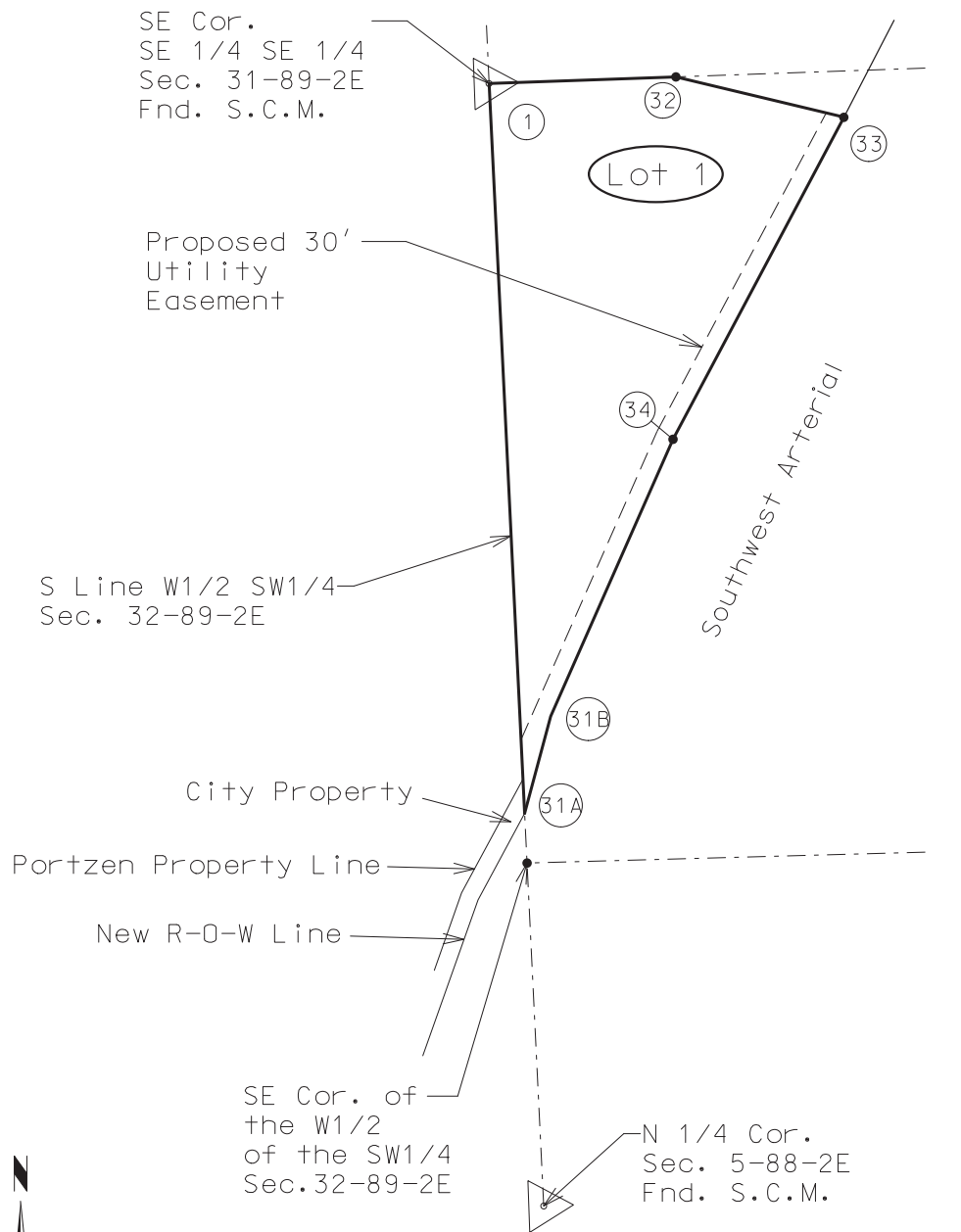
**SUBJECT
PROPERTY
BOUNDARY**



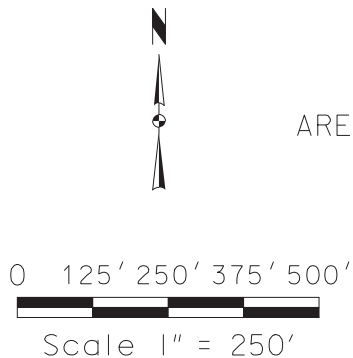
Map Prepared by:
City of Dubuque
Engineering Division
50 West 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4270
Fax: (563) 589-4205



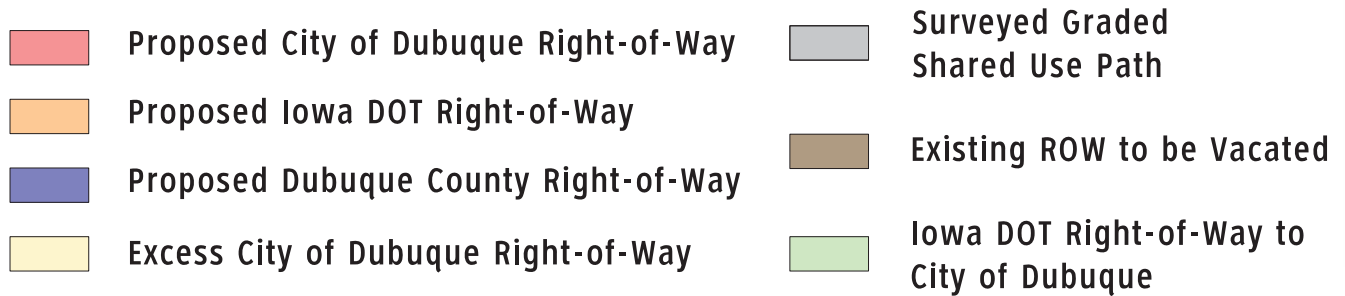
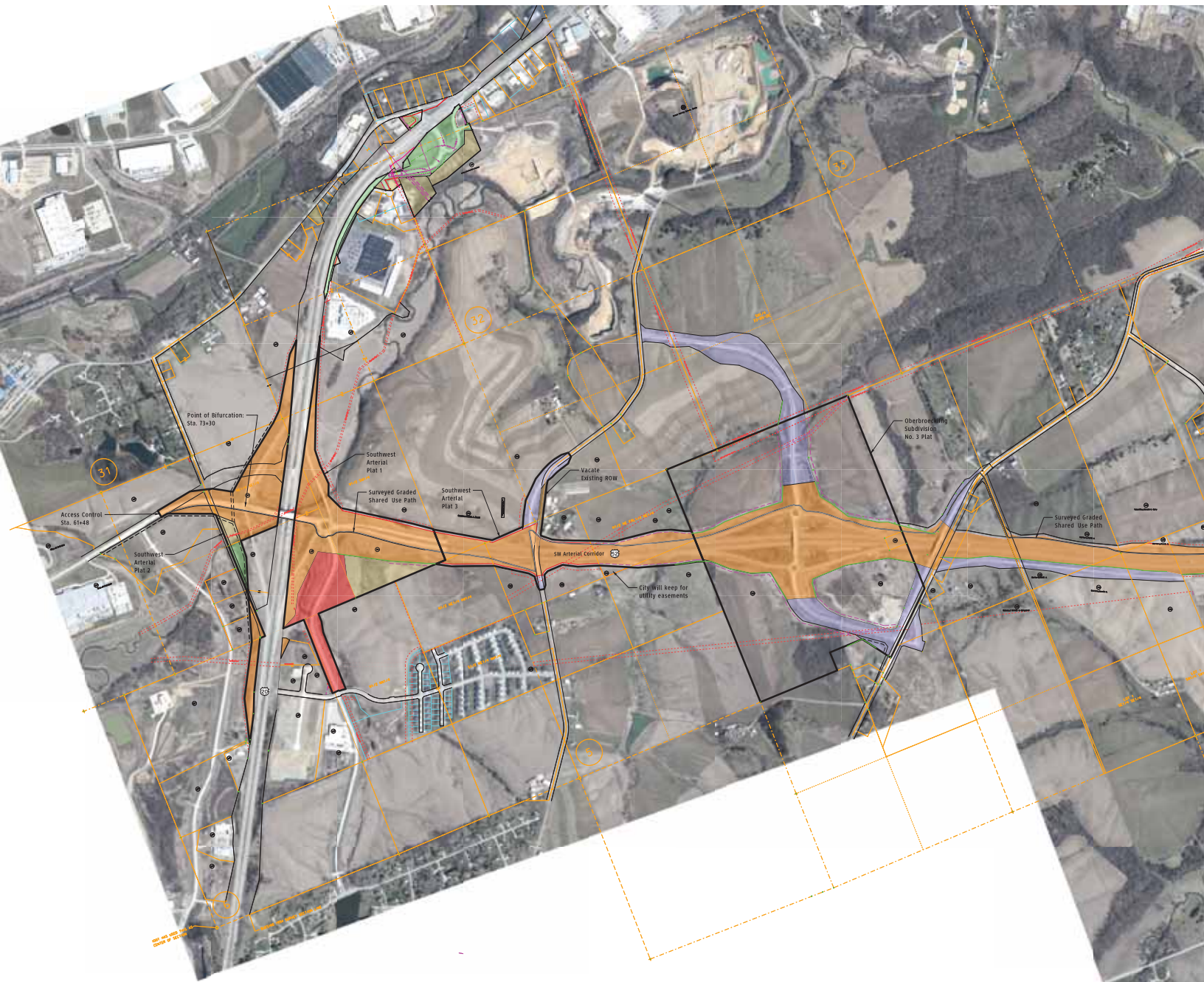
EXHIBIT LOT 1 OF THE SOUTHWEST ARTERIAL PLAT 1, CITY OF DUBUQUE, COUNTY OF DUBUQUE, STATE OF IOWA



AREA LOT 1 = 351,842 SQUARE FEET OR 8.08 ACRE



Bearings / Distances Lot 1									
1	To	32	N	02°	01'	18"	W	316.49'	
32	To	33	N	13°	29'	33"	E	292.23'	
33	To	34	S	62°	03'	48"	E	617.21'	
34	To	31B	S	66°	10'	24"	E	512.63'	
31B	To	31A	S	74°	58'	19"	E	170.00'	
31A	To	1	S	87°	12'	49"	W	1236.89'	



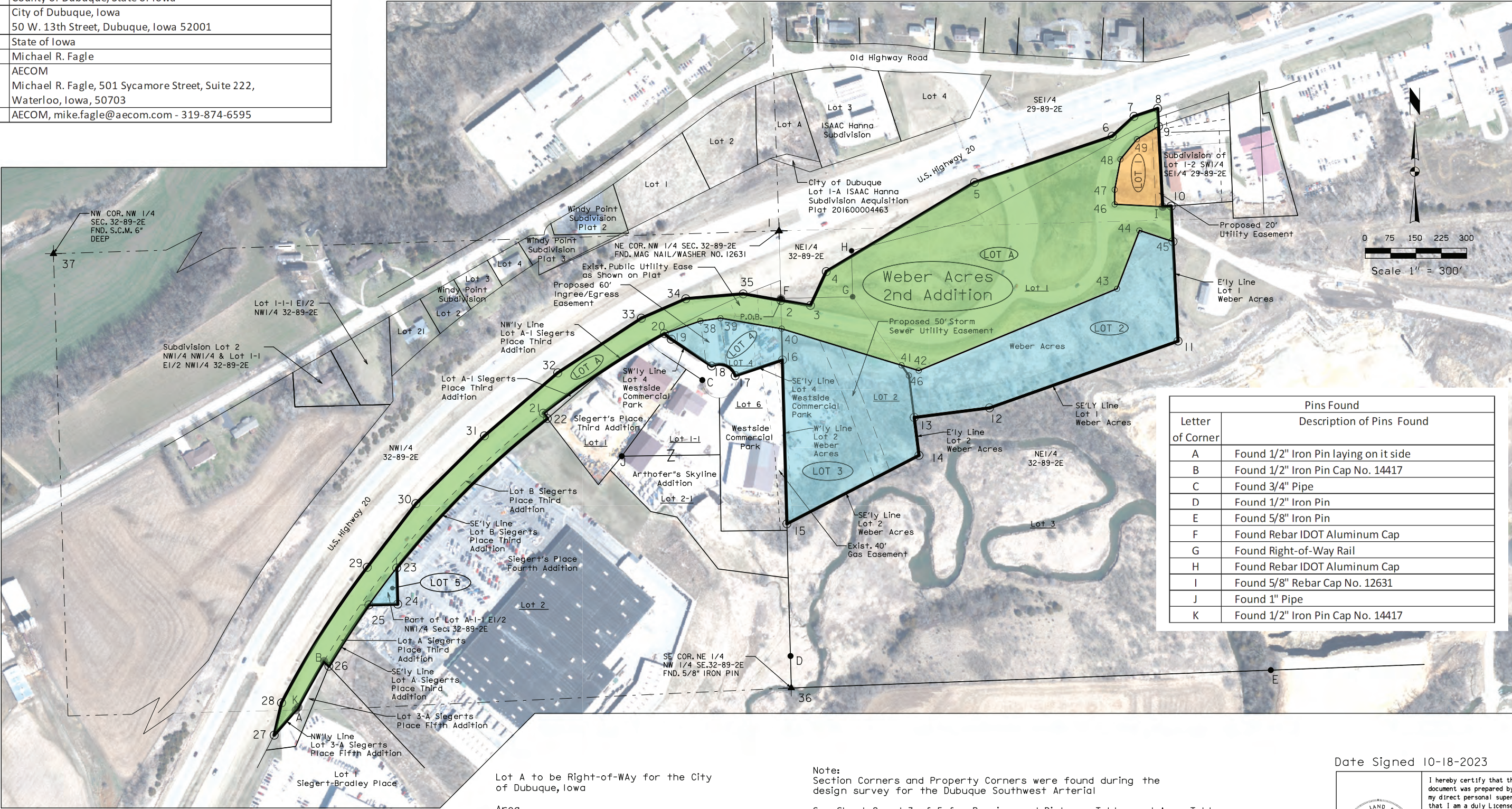
Index Legend	
Location:	Part of Lots 1 and 2 of Weber Acres and part of Lot 4 of Westside Commercial Park and Lots A and B of Siegerts Place 3rd Addition and part of Lot A-1-1 of the East 1/2 of the Northwest 1/4 of Section 32, Township 89 North, Range 2 East of the 5th P.M. and part of the Northwest 1/4 and the Northeast 1/4 of Section 32, Township 89 North, Range 2 East of the 5th P.M. and part of the Southeast 1/4 of Section 29, Township 89 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa
Requestor:	City of Dubuque, Iowa 50 W. 13th Street, Dubuque, Iowa 52001
Proprietor:	State of Iowa
Surveyor:	Michael R. Fagle
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return To	AECOM, mike.fagle@aecom.com - 319-874-6595

IOWA DOT PROPERTY

CITY OF DBQ ROW

EXCESS ROW - DISPOSE

Plat of Survey Weber Acres 2nd Addition
Part of Lots 1 and 2 of Weber Acres and Part of Lot 4 of Westside Commercial Park and Lots A and B of Siegerts Place 3rd Addition and Part of Lot A-1-1 of the East 1/2 of the Northwest 1/4 of Section 32, Township 89 North, Range 2 East of the 5th P.M. and Part of the Northwest 1/4 and the Northeast 1/4 of Section 32, Township 89 North, Range 2 East of the 5th P.M. and Part of the Southeast 1/4 of Section 29, Township 89 North, Range 2 East of the 5th P.M.
all in the City of Dubuque, Dubuque County, State of Iowa



Pins Found	
Letter of Corner	Description of Pins Found
A	Found 1/2" Iron Pin laying on its side
B	Found 1/2" Iron Pin Cap No. 14417
C	Found 3/4" Pipe
D	Found 1/2" Iron Pin
E	Found 5/8" Iron Pin
F	Found Rebar IDOT Aluminum Cap
G	Found Right-of-Way Rail
H	Found Rebar IDOT Aluminum Cap
I	Found 5/8" Rebar Cap No. 12631
J	Found 1" Pipe
K	Found 1/2" Iron Pin Cap No. 14417

Lot A to be Right-of-Way for the City of Dubuque, Iowa

Area
Weber Acres 2nd Addition Contains
954,235 Square Feet or 21.91 Acres

○= Set 1/2" X 24" Rebar Yellow Cap #8505

Note:
Section Corners and Property Corners were found during the design survey for the Dubuque Southwest Arterial

See Sheet 2 and 3 of 5 for Bearing and Distance Tables and Area Table

See Sheet 4 of 5 for Description of Boundary of Weber Acres 2nd Addition

See Sheet 5 of 5 for Location of Existing and New Easements

Date Signed 10-18-2023

I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

MICHAEL R. FAGLE
License number 8505
My license renewal date is December 31, 2024
Pages or sheets covered by this seal:
Sheets 1, 2, 3, 4, and 5 of 5



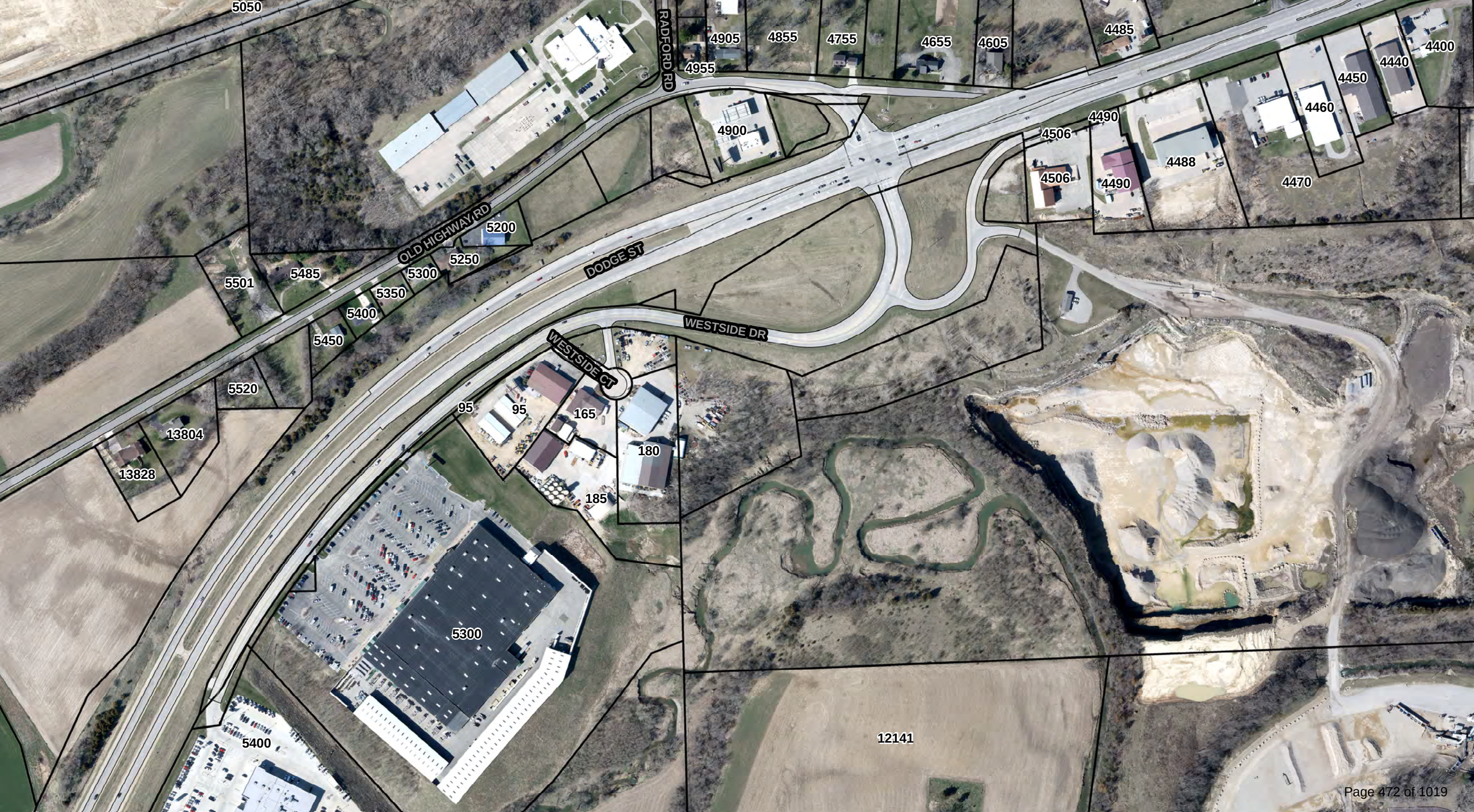
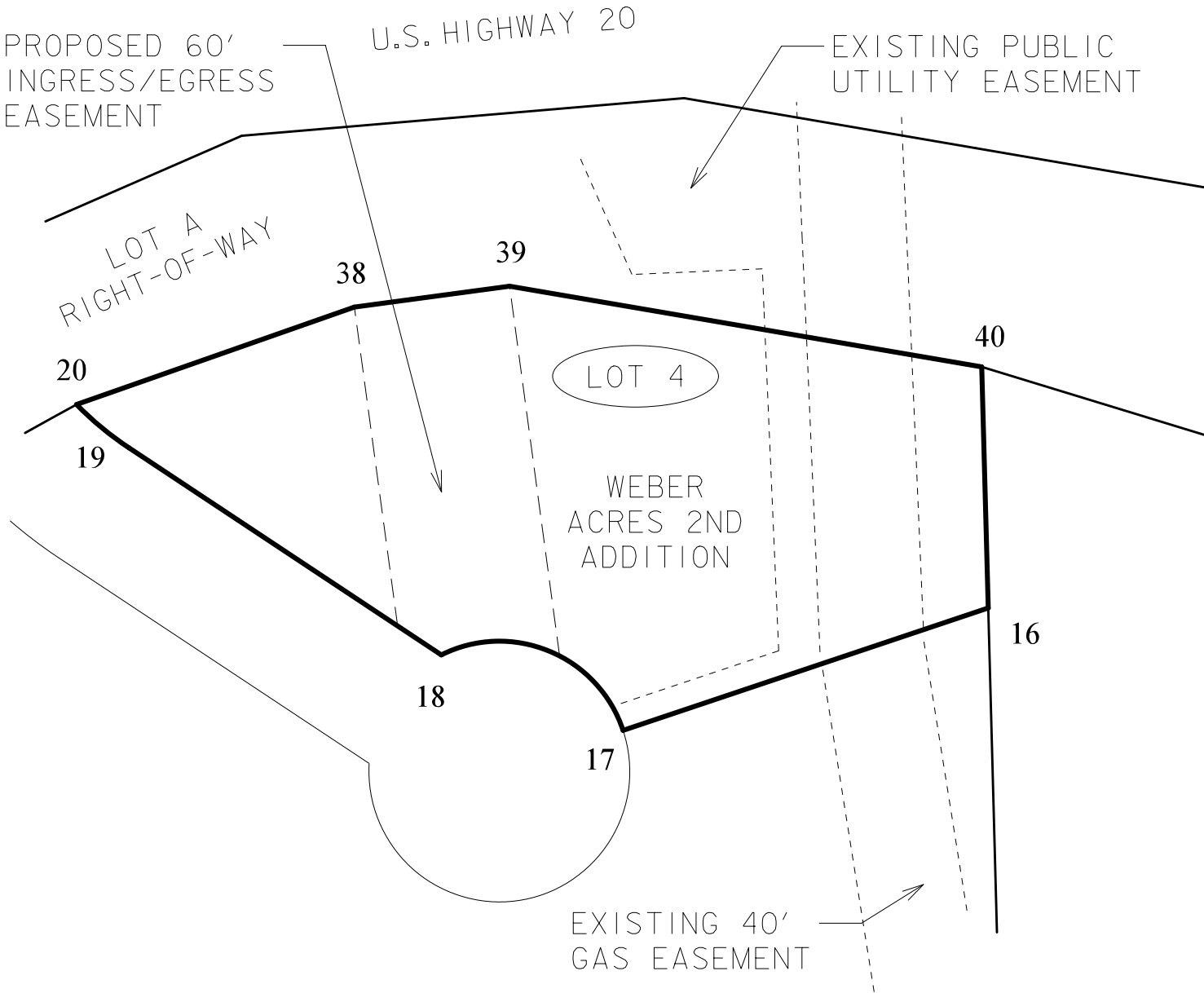
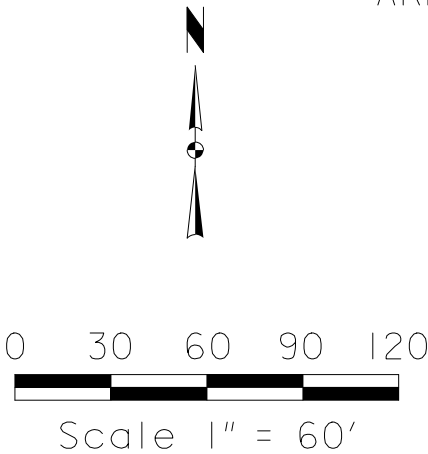


EXHIBIT LOT 4 OF WEBER ACRES 2ND ADDITION, CITY OF DUBUQUE, COUNTY OF DUBUQUE, STATE OF IOWA

WEBER ACRES 2ND ADDITION
 WAS RECORDED ON 11/21/2023
 IN FILE 2023-0001160 IN
 THE OFFICE OF THE DUBUQUE
 COUNTY RECORDER



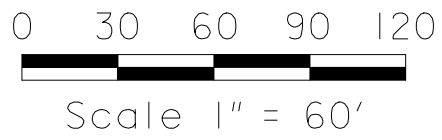
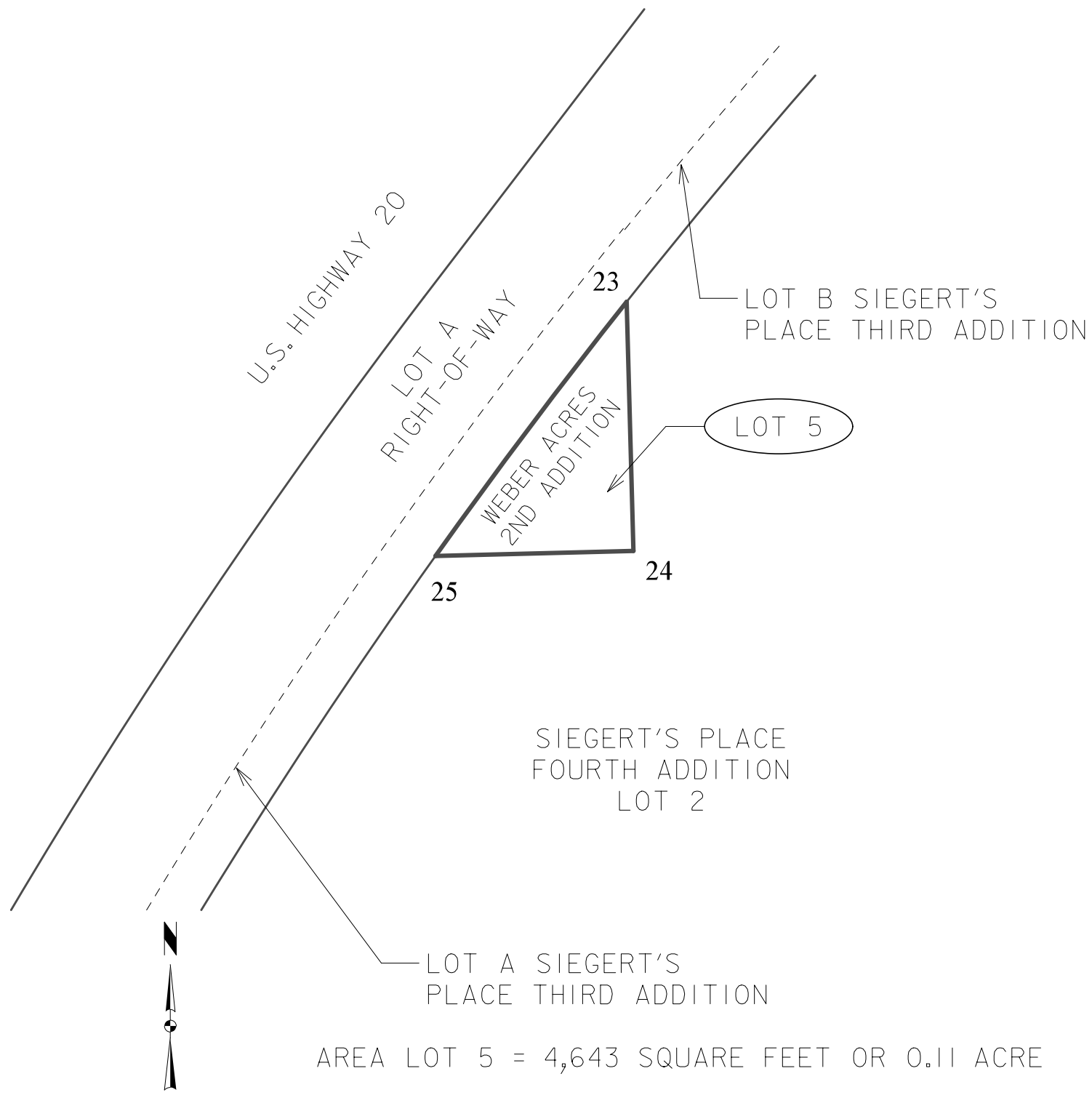
AREA LOT 4 = 37,726 SQUARE FEET OR 0.87 ACRE



Bearings and Distances Lot 4											
16	To	17	S	71	°	28	'	03	"	W	147.67'
17	To	18	R = 50.00' L = 85.57' LC = N 67°26'34" W 75.50'								
18	To	19	N	56	°	28	'	15	"	W	143.59'
19	To	20	R = 125.00' L = 26.25' LC = N 50°28'31" W 26.20'								
20	To	38	N	70	°	41	'	33	"	E	112.96'
38	To	39	N	82	°	16	'	53	"	E	60.00'
39	To	40	S	80	°	18	'	23	"	E	183.72'
40	To	16	S	01	°	31	'	57	"	E	92.52'

EXHIBIT
LOT 5 OF WEBER ACRES
2ND ADDITION, CITY OF DUBUQUE,
COUNTY OF DUBUQUE, STATE OF IOWA

WEBER ACRES 2ND ADDITION
WAS RECORDED ON 11/21/2023
IN FILE 2023-00011060 IN
THE OFFICE OF THE DUBUQUE
COUNTY RECORDER



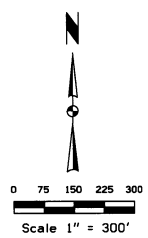
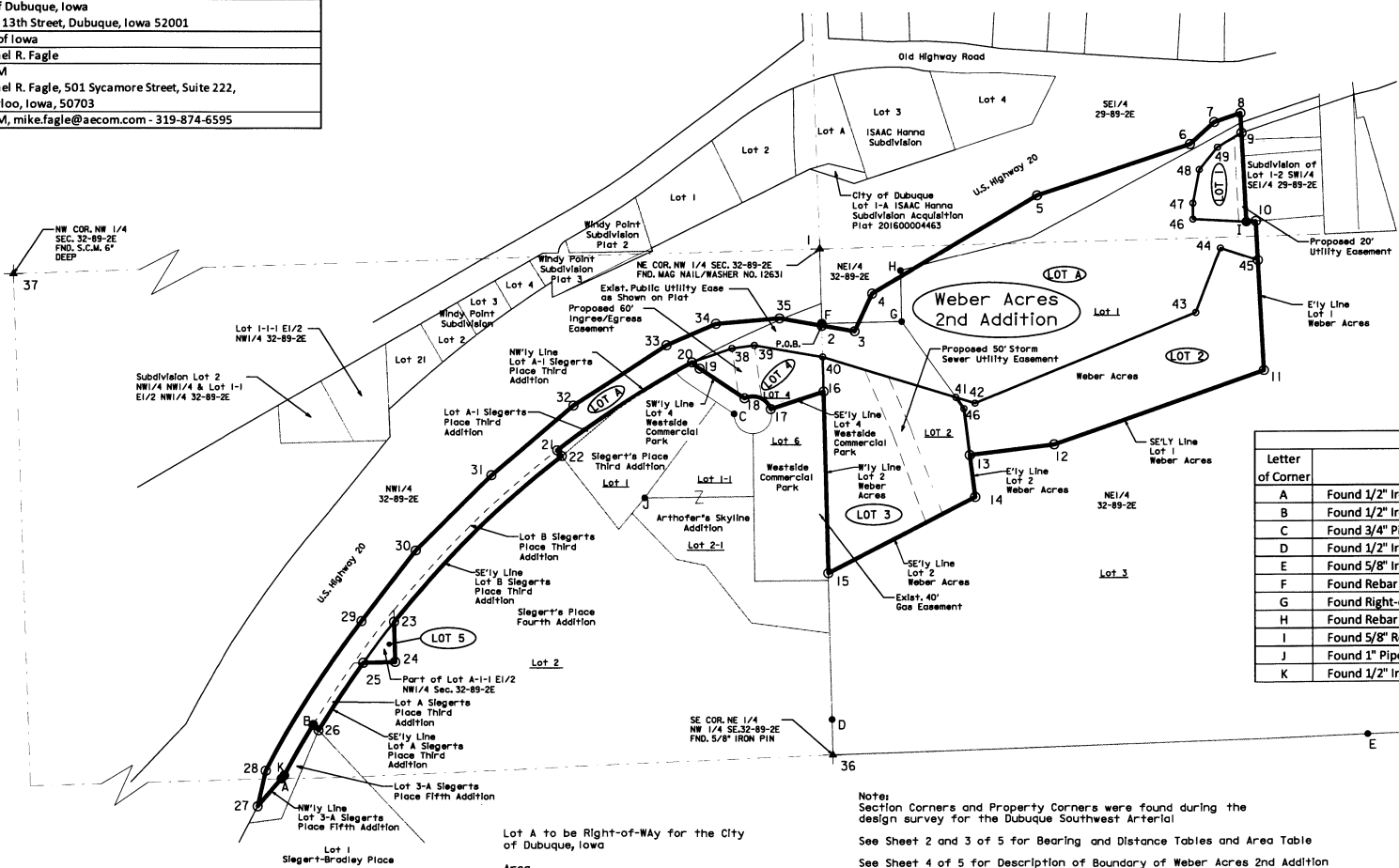
Bearings and Distances Lot 5									
23	To	24	S	01	°	32	'	09	" E 107.21'
24	To	25	S	88	°	34	'	42	" W 85.11'
25	To	23	R = 2644.79' L = 136.77'						
			LC = N 36°57'15" E 136.76'						



Index Legend	
Location:	Part of Lots 1 and 2 of Weber Acres and part of Lot 4 of Westside Commercial Park and Lots A and B of Siegerts Place 3rd Addition and part of Lot A-1-1 of the East 1/2 of the Northwest 1/4 of Section 32, Township 89 North, Range 2 East of the 5th P.M. and part of the Northwest 1/4 and the Northeast 1/4 of Section 32, Township 89 North, Range 2 East of the 5th P.M. and part of the Southeast 1/4 of Section 29, Township 89 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa
Requestor:	City of Dubuque, Iowa 50 W. 13th Street, Dubuque, Iowa 52001
Proprietor:	State of Iowa
Surveyor:	Michael R. Fagle
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return To:	AECOM, mike.fagle@aecom.com - 319-874-6595

Doc ID: 011166870010 Type: GEN
 Kind: SUBDIVISION PLAT
 Recorded: 11/21/2023 at 04:10:53 PM
 Fee Amt: \$52.00 Page 1 of 10
 Dubuque County Iowa
 Karol Kennedy Recorder
 File **2023-00011060**

Plat of Survey Weber Acres 2nd Addition
 Part of Lots 1 and 2 of Weber Acres and Part of Lot 4 of Westside Commercial Park and Lots A and B of Siegerts Place 3rd Addition and Part of Lot A-1-1 of the East 1/2 of the Northwest 1/4 of Section 32, Township 89 North, Range 2 East of the 5th P.M. and Part of the Northwest 1/4 and the Northeast 1/4 of Section 32, Township 89 North, Range 2 East of the 5th P.M. and Part of the Southeast 1/4 of Section 29, Township 89 North, Range 2 East of the 5th P.M. all in the City of Dubuque, Dubuque County, State of Iowa



Pins Found	
Letter of Corner	Description of Pins Found
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Notes:
 Section Corners and Property Corners were found during the design survey for the Dubuque Southwest Arterial
 See Sheet 2 and 3 of 5 for Bearing and Distance Tables and Area Table
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Date Signed 10-18-2023

I hereby certify that this Land Surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor in the State of Iowa.

MICHAEL R. FAGLE
 License number: 8505
 My license renewal date is December 31, 2024
 Pages or sheets covered by this map:
 Sheets 1, 2, 3, 4 and 5 of 5





City of Dubuque
Fire _____ Department
11 West 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 Biechler Electric, Inc.

(Vendor Name)

PO Box 1568, Dubuque, Iowa 52004-1568

(Vendor Address - City and State)

PROJECT TITLE: Community AED Implementation

(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:

Hook up various AED's in various locations within the City of Dubuque

The work described above shall be completed at the following location(s):

Various locations within the City of Dubuque

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa

and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following **WHERE APPLICABLE:**

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal;**
- **Plans and Specifications;**
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A);** and
- **INSURANCE – 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.

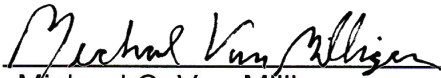
THE CITY AGREES:

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 \$ Not to exceed \$5,500

CITY OF DUBUQUE, IOWA

VENDOR:

By:  12/09/2025
Michael C. Van Milligen
City Manager
Date

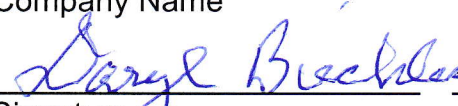
Biechler Electric, Inc.
Company Name
By:  12/8/2025
Signature Date
Daryl Biechler
Printed Name
President
Title

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 & 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 #1315000031 Project name: Community AED Implementation or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate required shall be furnished to the Fire Department of the City of Dubuque.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
- 9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

All Class A contractors with contract values in excess of \$10,000,000 must have umbrella/excess liability coverage of \$10,000,000.

All Class A and Class B contractors with contract values between \$500,000 and \$10,000,000 must have umbrella/excess liability coverage of \$3,000,000.

All Class A and B contractors with contract values less than \$500,000 must have umbrella/excess liability coverage of \$1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of \$3,000,000 umbrella regardless of the contract value.

E) POLLUTION LIABILITY

Coverage required: ☐ Yes ☒ 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)

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
THE
CITY OF DUBUQUE, IOWA
AND
LOTUS ENGINEERING & SUSTAINABILITY, LLC**

This Professional Services Agreement (this "Agreement"), dated for reference purposes the 9th of December, 2025 (the "Effective Date"), is made and entered into by and between Lotus Engineering and Sustainability, LLC, a Colorado limited liability company ("Lotus") and City of Dubuque, an Iowa municipal corporation ("City").

SECTION 1. SERVICES. Lotus shall provide to City the services (the "Services") set forth in the Statement of Work attached as Exhibit A.

SECTION 2. CITY'S OBLIGATIONS. City shall (a) provide Lotus with access to City's premises, office accommodation, and other facilities and data as may reasonably be required by Lotus for the purposes of performing the Services and (b) respond promptly to any Lotus request for information or approvals, subject to City's reasonable discretion, that Lotus requires to perform the Services.

SECTION 3. TERM AND TERMINATION.

3.1 Term; Renewal. This Agreement shall commence as of the Effective Date and shall continue thereafter until the completion of the Services (the "Term") as determined by City, unless sooner terminated pursuant to this Section 3 or Section 11.13.

3.2 Termination. Either party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within fifteen (15) days after receipt of written notice of such breach.

City may also terminate this Agreement this Agreement at any time for any reason with or without cause. In that event, all finished or unfinished Services, reports, materials(s) prepared or furnished by Lotus under this Agreement this Agreement shall, at the option of City, become its property. If his Agreement this Agreement is terminated by City as provided herein, Lotus shall be paid for all Services which has been authorized, provided,

and approved up to the effective date of termination. City will not be subject to any termination fees from Lotus.

3.3 Effects of Termination or Expiration. Upon expiration or termination of this Agreement for any reason, (a) Lotus shall: (i) deliver to City all documents, work product, and other materials, whether or not complete, prepared by or on behalf of Lotus in the course of performing the Services for which City has paid; (ii) return to City all City-owned property, equipment, or materials in its possession or control; and (b) each party shall return to the other party or destroy, at the other party's discretion, all documents and tangible materials (and any copies, physical or electronic) containing, reflecting, incorporating or based on the other party's Confidential Information and certify in writing that it has done so; provided, however, that City may retain copies of any Confidential Information of Lotus incorporated in the Deliverables, as defined in 6.1, or to the extent necessary to allow it to make full use of the Services and any Deliverables.

3.4 Survival. The rights and obligations of the parties set forth in Sections 6, 7, 8, 9, 11, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

SECTION 4. FEES AND EXPENSES; PAYMENT TERMS.

4.1 In General. In consideration of the provision of the Services by Lotus and the rights granted to City under this Agreement, City shall pay the fees as follows:

1. Project Fees. For Services provided on a time and materials basis, City shall pay fees (the "Fees") calculated in accordance with Lotus' fee rates as set forth in Exhibit B.

2. Expense Reimbursement. City shall reimburse Lotus for all actual, documented, and reasonable travel and out-of-pocket expenses incurred by Lotus in performing the Services that have been approved in advance in writing by City at Lotus' actual cost.

4.2 Invoicing and Payment. Lotus shall issue invoices to City: (a) monthly in arrears for its fees for the immediately preceding month for time and materials Services; and (b) when any installment is due as indicated in Exhibit B for fixed price Services. Each invoice shall also include a detailed breakdown of reimbursable expenses incurred in connection with the applicable Services. City shall pay all amounts due to Lotus within thirty (30) days after City's receipt of such invoice. If City fails to timely pay an invoice, Lotus may (a)

charge interest on unpaid amounts at a rate of eight percent (8%) per month or the maximum amount permitted by law, whichever is lower, from the date such payment was due until the date paid; and (b) suspend performance for all Services until payment has been made in full, except for any amount disputed in good faith.

4.3 Accelerated Pay Discounts are not included as part of this Agreement.

SECTION 5. INTELLECTUAL PROPERTY.

5.1 Except as set forth in 5.2, all intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to City under this Agreement or prepared by or on behalf of Lotus in the course of performing the Services (collectively, the "Deliverables") shall be owned exclusively by City. Lotus agrees and will cause its Lotus personnel to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Deliverables are hereby deemed a "work made for hire" for City. To the extent that any of the Deliverables do not constitute a "work made for hire," Lotus hereby irrevocably assigns and shall cause its personnel to irrevocably assign to City all Intellectual Property Rights worldwide in the Deliverables. Lotus shall cause its personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such Lotus personnel may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables.

5.2 All Intellectual Property Rights in all documents, data, know-how, methodologies, software, and other materials provided by or used by Lotus in performing the Services and developed or acquired by Lotus prior to or independently of this Agreement (collectively, "Pre-Existing Materials") shall be owned exclusively by Lotus and its licensors. Lotus hereby grants City a limited, revocable, perpetual, fully paid-up, royalty-free, non-transferable (except in accordance with Section 12.5), non-sublicensable, worldwide, non-exclusive license to use, display, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell and otherwise exploit any Pre-Existing Materials to the extent incorporated in or otherwise necessary for the use of the Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Lotus.

SECTION 6. CONFIDENTIAL INFORMATION.

6.1 All non-public, confidential or proprietary information of either party ("Confidential Information"), including, but not limited to, information about such party's business affairs, products, services, methodologies, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by the Receiving Party in connection with this Agreement, and designated or otherwise identified as "confidential," is confidential, solely for use in performing this Agreement and may not be disclosed or copied unless authorized by the Disclosing Party in writing. The Receiving Party shall protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of the Receiving Party's breach of this Agreement; (b) is obtained by the Receiving Party on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in its possession prior to the Disclosing Party's disclosure hereunder; (d) was or is independently developed by the Receiving Party without using any of the Disclosing Party's Confidential Information; or (e) is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction.

6.2 The Receiving Party shall be responsible for any breach of this Section 6 caused by any of its employees, contractors, agents, or representatives. On the expiration or termination of the Agreement or any time during or after the term of this Agreement, at the Disclosing Party's written request, the Receiving Party shall promptly return, and shall require its Representatives to return to the Disclosing Party all copies, whether in written, electronic or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. Each party's obligations under this Section 5 will survive termination or expiration of this Agreement.

SECTION 7. REPRESENTATIONS AND WARRANTIES.

7.1 Mutual. Each party represents and warrants to the other party that: (a) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; and (b) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

7.2 Lotus. Lotus represents and warrants to City that: (a) it shall perform the Services in a professional and workmanlike manner in accordance with generally recognized and commercially reasonable industry standards for similar services and in compliance with all applicable laws, and shall devote adequate resources to meet its obligations under this Agreement; (b) the Services and Deliverables shall conform in all material respects with the specifications and will be performed to City's reasonable satisfaction; and (c) to Lotus' knowledge the Services and Deliverables, and City's use thereof, do not and will not infringe any Intellectual Property Right of any third party. Lotus' sole liability and City's sole and exclusive remedy for Lotus' breach of the foregoing is Lotus' indemnification obligations under Section 8.

7.3 EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, (A) EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND (B) LOTUS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

SECTION 8. INDEMNIFICATION.

8.1 General. Lotus ("Indemnifying Party") shall indemnify, defend, and hold harmless City and its officers, directors, employees, agents, affiliates, successors, and permitted assigns ("Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and costs, incurred by Indemnified Party (collectively, "Losses"), arising out of or resulting from any claim of a third party arising out of or occurring in connection with: (a) bodily injury, death of any person or damage to real or tangible, personal property resulting from Indemnifying Party's willful, fraudulent or negligent acts or omissions; or (b) Indemnifying Party's negligence, willful misconduct, or material breach of this Agreement, including but not limited to material breach of any representation or warranty made by Indemnifying Party in this Agreement.

8.2 Intellectual Property Infringement. Lotus shall defend, indemnify, and hold harmless City Indemnitees from and against all Losses awarded against a City Indemnitee in a final judgment based on a claim that any of the Services or Deliverables or City's receipt or use thereof infringes any Intellectual Property Right of a third party; provided, however, that Lotus shall have no obligations under this 8.2 with respect to claims to the extent arising out of (a) any instruction, information, designs, specifications, or other materials provided by City in writing to Lotus; (b) City's use of the Deliverables in

combination with any materials or equipment not supplied to City or specified by Lotus in writing; or (c) any modifications or changes made to the Deliverables other than by Lotus.

SECTION 9. LIMITATION OF LIABILITY. EXCEPT FOR OBLIGATIONS TO MAKE PAYMENT, INDEMNIFICATION OBLIGATIONS, LIABILITY FOR BREACH OF CONFIDENTIALITY, OR LIABILITY FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY UNFORESEEABLE LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR FOR ANY UNFORESEEABLE CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF BREACH OF CONTRACT.

SECTION 10. INSURANCE. Lotus shall, at its own expense, maintain and carry insurance in full force and effect as described in the attached Insurance Schedule.

SECTION 11. MISCELLANEOUS.

11.1 Conflict of Interest. Lotus represents, warrants, and covenants that no relationship exists or will exist during this Agreement this Agreement period between Lotus and City that is a conflict of interest. No employee, officer or agent of Lotus shall participate in the selection or in the award if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to this Agreement. If a conflict of interest is proven to City, City may terminate this Agreement and Lotus shall be liable for any excess costs to City as a result of the conflict of interest. Lotus shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. Lotus shall report any potential, real, or apparent conflict of interest to City.

11.2 Agreement Documents. The Agreement Documents are this Agreement, the Request for Proposal, Lotus' Proposal, and the following additional documents, if any: In the event of a dispute with respect to any term or condition in the Agreement Documents, they shall be interpreted in the following order: this Agreement, the Request for Proposal, the Lotus' Proposal, and the following additional documents, if any.

11.3 Disputes. Should any disputes arise with respect to this Agreement, the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. Lotus agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and City shall continue to make payment for all Services properly performed. Should Lotus fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by City or Lotus as a result of such failure to proceed shall be borne by Lotus. The unintentional delayed payment by

City to Lotus of one or more invoices not in dispute in accordance with the terms of this Agreement will not be cause for Lotus to stop or delay Services.

11.4 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.

11.5 Laws and Regulations. This Agreement shall be governed, interpreted and enforced in accordance with all applicable federal, state, and local laws, ordinances, licenses and regulations and shall apply to this Agreement throughout, as the case may be. Lotus certifies that in performing this Agreement it will comply with all applicable provisions of the federal, state, and local laws, ordinances, licenses and regulations. Venue for any action arising out of this Agreement shall be the Iowa District Court for Dubuque County, Iowa.

SECTION 12. LEGAL COMPLIANCE.

12.1 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 C, 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.

12.2 Developer further represents and warrants that Developer has obtained all necessary 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.

12.3 **No Gift Standard.** The City of Dubuque is committed to upholding the highest ethical standards in all of its business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, all suppliers have been asked to abide by City's "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a City employee and not available to the general public regardless of the value.

12.4 **Non-Collusion Statement.** Neither Lotus, nor anyone in the employment of Lotus, has employed any person to solicit or procure this Agreement nor will Lotus make any payment or agreement for payment of any compensation in connection with the Agreement. There is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for Services rendered under this Agreement or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in this Agreement. Neither the Lotus, nor anyone in the employment of Lotus, has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in connection with this Agreement.

12.5 **Non-Discrimination and Equal Opportunity.** All contractors that engage in contracts with the City of Dubuque, Iowa agree as follows: Contractors will not discriminate against any employee or applicant for employment because of race, sex, color, creed, ancestry, national origin, marital status, familial status, religion, age, disability, sexual orientation, gender identity, genetic information, status with regard to public assistance, status as a veteran or any classification protected by federal, state, or local law, (Protected Classes) except where age and sex are essential bona fide occupational requirements, or where disability is a bona fide occupational disqualification. Such action shall include, but not be limited to the following; (a) Employment, (b) Upgrading, (c) Demotion or transfer, (d) Recruitment and advertising, (e) Layoff or termination, (f) Rate of pay or other forms of compensation, and (g) Selection for training, including apprenticeship. Contractors further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity without regard to the protected classes, as stated above. Contractors will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations or orders of City and will provide in every contract or subcontract that said provision will be binding upon each contractor.

12.6 **Regulatory Agency Compliance.** Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT –

Department of Transportation. The City of Dubuque expects that Lotus will offer expertise on conformance of regulations applying to the products they sell and Services they perform.

12.7 Safety Data Sheets. The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, and importers to ensure that each container of hazardous chemicals leaving the workplace is labeled, tagged, or marked and to provide Safety Data Sheets (SDS) to communicate the hazards of hazardous chemical products. It is the chemical supplier's responsibility to determine which products are covered and to provide SDS with the initial shipment. It is also the chemical supplier's responsibility to provide any updated or revised SDS, as they become available for any products sold and delivered to City. City of Dubuque employees shall not accept a shipment of any chemical that does not have a SDS attached or currently on file. Safety Data Sheets shall be available in alternative formats if the requestor is a person with a disability and requires an alternative format for comprehension.

12.8 Suspensions and Debarment. Lotus hereby certifies, pursuant to 2 CFR pt. 180 and 2 CFR pt. 3000, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency. Lotus further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City of Dubuque or the State of Iowa.

12.9 Taxes. The City of Dubuque is exempt from sales tax and certain other use taxes. Any charges for taxes from which City is exempt will be deducted from invoices before payment is made.

12.10 Warranties – Services. Lotus shall perform Services for City pertaining to the Project as set forth in this Agreement. Lotus represents that the Services and all of its components shall be free of defects; shall be performed in a manner consistent with other contractors in a similar industry and application; and shall conform to the requirements of this Agreement. Lotus shall be responsible for the quality, technical accuracy, completeness and coordination of all Services performed under this Agreement. Lotus shall, promptly and without charge, provide all corrective Services necessary as a result of Lotus' acts, errors, or omissions with respect to the quality and accuracy of the Services. Lotus shall be responsible for any and all damages to property or persons as a result of Lotus' acts, errors, or omissions, and for any losses or costs to repair or remedy any Services undertaken by City based upon the Services as a result of any such acts, errors, or omissions. Lotus' obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or Lotus.

12.11 Warranties - Intellectual Property. Lotus represents and warrants that all the materials and Services produced, or provided to City pursuant to the terms of this Agreement shall be wholly original with Lotus or that Lotus has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials

and work. Lotus represents and warrants that the materials and Services, and City's use of same, and the exercise by City of the rights granted by this Agreement shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. Lotus further represents and warrants that the materials and Services does not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. Lotus represents and warrants that it is the owner of or otherwise has the right to use and distribute the Services contemplated by the Agreement.

12.12 Independent Contractors. The parties are independent contractors, and nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between them. Neither party shall be authorized to contract for or bind the other party in any manner whatsoever.

12.13 Notice. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties delivered by email (with confirmation of transmission).

12.14 Entire Agreement; Order of Precedence. This Agreement, together with all Schedules and Exhibits and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule or Exhibit, then the terms of this Agreement shall control unless expressly set forth otherwise in the applicable Schedule or Exhibit.

12.15 Assignment. City and Lotus each are hereby bound and the partners, successors, executors, administrators and legal representatives of City and Lotus are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of the Agreement. Any assignment or attempt at assignment made without prior written consent of City shall be void.

12.16 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

12.17 Amendment and Modification; Waiver. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by each party hereto.

12.18 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

12.19 ADA Compliance.

1. Lotus shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 et seq.) and applicable Federal regulations under the Act
2. Proposals for design, construction, programs, policies and concessions of any type shall comply with the 2010 Standards for Accessible Design, the ADA title II regulation, Section 504 of the 1973 Rehabilitation Act, and similar statutes and regulations prohibiting discrimination on the basis of disability.
3. Lotus shall ensure that its websites and all online services, including those websites or online services provided by third parties upon which Dubuque relies to provide services or content, comply with, at minimum, Web Content Accessibility Guidelines - WCAG 2.0 AA.

[SIGNATURE PAGE FOLLOWS]

The parties hereto have executed this Professional Services Agreement and its Statement of Services as of the date first above written.

City of Dubuque, Iowa

By Michael Van Milligen

Name: Michael C. Van Milligen

Title: City Manager

Email: ctymgr@cityofdubuque.org

Lotus Engineering and Sustainability, LLC

By Hillary Dobos

Name: Hillary Dobos

Title: President

Email: hillary@lotussustainability.com

EXHIBIT A

EXHIBIT B

EXHIBIT C

- 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.).

INSURANCE SCHEDULE J

1. Lotus Engineering & Sustainability, LLC 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 subsubconsultant 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 1 3th 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 Noncontributory 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



EVENT CONTRACT

Governance Session

3603-65-65-11585

January 12, 2026

Tuesday, November 18, 2025

City of Dubuque
Governance Session
Mia Burbach
City Hall, 50 W 13th Street
Dubuque, Iowa
52001

Dear Mia Burbach,

Thank you for choosing the Grand River Center to host Governance Session! 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
Mon, 1/12/2026	4:00 PM-5:00 PM	Set Up	Meeting Room 4		15
	5:00 PM-9:30 PM	Dinner & Program	Meeting Room 4		
	9:30 PM-10:00 PM	Tear Down	Meeting Room 4		

VENUE RENTAL

Date	Time	Room	Price	Discount	Total
1/12/2026	4:00 PM - 10:00 PM	Meeting Room 4	\$500.00	\$300.00	\$200.00
Subtotal					\$500.00
Less Discounts					\$300.00
				Flat Discount	\$300.00
Rental Total					\$200.00

EVENT SUMMARY

Event Charges	\$500.00
Less Discounts	\$300.00
Flat Discount	\$300.00
Subtotal	\$200.00
EVENT TOTAL	\$200.00

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:

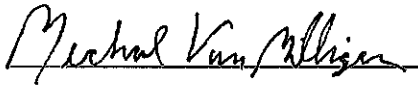
City of Dubuque		Oak View Group as agent on behalf of City of Dubuque, Iowa	
By:		By:	
Print Name:	<u>Michael C. Van Milligen</u>		General Manager
Title:	<u>City Manager</u>	Date:	<u>12-6-25</u>
Date:	<u>12/03/2025</u>		

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.

**CITY OF DUBUQUE, IOWA
AND
FOUR MOUNDS FOUNDATION**

FY 2026 SPECIAL SERVICES GRANT PROGRAM AGREEMENT

THIS AGREEMENT, executed on the 1st day of July 2025 is entered into by and between the City of Dubuque, Iowa, a municipal corporation organized and existing under the laws of the State of Iowa (Recipient) and Four Mounds Foundation, with its principal place of business in Dubuque, Iowa (Subrecipient).

WHEREAS, the City Council deems it in the best interests of the City to provide special services funding to support organizations in the city of Dubuque; and

WHEREAS, Recipient wishes to engage Subrecipient to assist Recipient in providing services to a presumed low-and moderate- income population.

NOW THEREFORE, in consideration of the premises and respective covenants, agreements and representations hereinafter set forth, the parties agree as follows:

I. SCOPE OF SERVICES:

a. Subrecipient shall:

- i. Provide the services to eligible residents of the City of Dubuque in a manner satisfactory to Recipient and consistent with any standards required as a condition of providing these funds. Such program shall include the following activities similar to those eligible under the Community Development Block Grant Program: Operating costs for the Four Mounds Adventure Day Camp program to provide educational, recreational and social programs to youth.

1. In the event of a conflict between Subrecipient's proposals and the provisions hereto attached, that provision which in the judgment of Recipient provides the greatest benefit to Recipient shall prevail. Failure of Subrecipient to provide any of the services proposed shall be deemed a material breach of this Agreement.

- ii. Comply with City Council goals and priorities are attached.

I. City Responsibilities

City designates the City Manager, or the City Manager's designee, to act as its representative with respect to the work to be performed under this Agreement, and such person shall have authority to transmit instructions, receive information, interpret and define City's policies and

provide decisions in a timely manner pertinent to the work covered by this Agreement until Agency has been advised in writing by City that such authority has been revoked.

IV. Project Budget

The total compensation to be paid to Subrecipient by Recipient for the services shall in no event exceed the sum of \$40,745 for the program as described in the City of Dubuque's FY26 fiscal year budget.

Recipient may require a more detailed budget breakdown, and Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by Recipient. The Recipient and Subrecipient must approve any amendments to this Agreement in writing.

V. Dates of Commencement and Completion

The services to be provided under this Agreement shall be commenced on July 1, 2025 and shall be completed not later than September 1, 2025.

VI. Agreement Documents and Provisions

Subrecipient shall perform or arrange for the provision of services under this Agreement in the manner and time provided herein.

VII. Payment

- a. It is expressly agreed and understood that the total amount to be paid by Recipient to Subrecipient under this Agreement shall not exceed the amount stated in Section III of this Agreement. Such amount shall constitute complete compensation for all services to be rendered, including expenses for the operation of the physical structure and the cost in providing staff to deliver homeless services. Such amount shall be paid upon written request on the Request for Payment form, with proof satisfactory to the recipient of expenses. Drawdowns for payment of eligible expenses are reimbursement only.
- b. Payment shall be supported by documentation provided by Subrecipient of costs incurred for services provided pursuant to this Agreement.
- c. Payments are contingent upon certification of Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200, the provisions of which are available in the office of Recipient.

VIII. Insurance.

At the time of execution of this Agreement by Subrecipient, Subrecipient shall provide to Recipient copies of Subrecipient's insurance certificates showing general liability, automobile liability, and workers compensation insurance coverage to the satisfaction of Recipient (attached Insurance Schedule A) for the term of this Agreement.

Reporting.

Organization agrees to submit the final report and remit any unspent grant funds by September 30, 2025. Final reports must include documentation of project expenditures, required match, and activities completed. Details pertaining to match requirements are outlined in the program guidelines. Failure to submit a final report may impact eligibility for receiving future City arts funding.

Audit & Evaluation.

Because the funds provided to Organization by City are public funds, Organization must maintain books, financial records, and accounting in accordance with generally accepted accounting standards and necessary documentation to support all expenditures.

Organization will retain all financial records, reporting documents, and other records for three (3) calendar years after the end of the term of this Agreement.

Organization's funding request application and applicant assurances are incorporated by reference into this Agreement.

Civil Rights

- 1) During the performance of this Agreement, the grantee, Four Mounds Foundation, for itself, its officers and employees, agrees to comply with the following non-discrimination statutes and authorities, as applicable, including but not limited to:
 - a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
 - b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
 - d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
 - e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq), (prohibits discrimination on the basis of age);
 - f) Airport and Airway Improvement Act of 1982, (49 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.);
- n) All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 USC 1958(H) et. seq.);
- o) The Federal Water Pollution Act (33 USC 1368 et. seq.) as amended;
- p) Environmental Protection Agency regulations (40 CFR, Part 15);
- q) Contract Work Hours and Safety Standards Act (40 USC 327-330); and
- r) Department of Labor Regulations (29 CFR, Part 5).

X. Termination of Agreement

This Agreement may be terminated by either party by giving the other party a written, ninety (90) day notice of such termination or upon such other terms as may be mutually agreeable.

If, through any cause, Agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if Agency shall violate any of the covenants, agreements, or stipulations of this Agreement, City shall have the right to terminate this Agreement by giving written notice to Agency of such termination not less than five (5) days before the effective date of such termination.

XI. Notices

Communication and details concerning this Agreement shall be directed to the following agreement representatives:

Recipient

Dan Kroger
Recreation Division Manager
Parks & Recreation Department
2200 Bunker Hill Rd.
Dubuque, Iowa 52001

Subrecipient

Mary Gronen
Board Vice President
Four Mounds Foundation
1900 Peru Rd.
Dubuque, Iowa 52001

XII. Assignability

Agency shall not assign this Agreement or any interest in this Agreement without prior written approval of City.

IN WITNESS WHEREOF, the parties have executed this contract with the referenced attachments as of the date first written above.

Witness:

City of Dubuque, Iowa

Adrienne N. Breitfelder
Adrienne Breitfelder, City Clerk

Michael C. Van Milligen
Michael C. Van Milligen

Four Mounds Foundation

M Gronen
Mary Gronen, Board Vice President

**LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
THE LAMAR COMPANIES**

This Lease Agreement (the Lease), dated for reference purposes the 1st day of July, 2025, is entered into by and between the City of Dubuque, Iowa (Lessor), whose address for the purpose of this Lease is 50 West 13th Street, Dubuque, IA 52001, and The Lamar Companies (Lessee).

SECTION 1. DEMISE AND TERM.

1.1 Lessor, in consideration of the rents, agreements, and conditions herein contained, leases to Lessee the real property described as follows:

One (1) side-by-side, 12' x 25' 2-pole structure located on the south property line of the parking lot at 280 South Locust Street, Dubuque, Iowa

(the Demised Premises), to have and to hold for a Term commencing July 1, 2025 (the Commencement Date), and terminating at midnight on June 30, 2030, upon the condition that Lessee pays rent therefor, and otherwise performs as in this Lease provided.

1.2 Lessee's use of the Demised Premises is exclusively for advertising on Lessee's existing billboards. The advertising on such billboards is limited to advertisers with a physical location and presence in the following Iowa, Illinois, and Wisconsin counties that are contiguous to the City of Dubuque and Dubuque County:

Dubuque County, Iowa
Clayton County, Iowa
Delaware County, Iowa
Jones County, Iowa
Jackson County, Iowa
Jo Daviess County, Illinois
Grant County, Wisconsin

1.3 Lessor makes no representations or warranties of any kind as to the condition, including the environmental condition, of the Demised Premises and Lessee accepts the Demised Premises as is.

SECTION 2. RENTAL.

2.1 Dollar Rent Amount. The Dollar Rent Amount for each year of the Term, beginning on the Commencement Date and continuing on each subsequent anniversary date thereof, shall be determined by multiplying the Dollar Rent Amount in effect immediately

prior to the applicable anniversary of the Commencement Date by three percent (3%) of the then-current Dollar Rent Amount.

(a) For the period from July 1, 2025 through June 30, 2026 the Dollar Rent Amount shall be Three Thousand Three Hundred Twenty-Six and 00/100 Dollars (\$3,326.00).

(b) For the period from July 1, 2026 through June 30, 2027, the Dollar Rent Amount shall be Three Thousand Four Hundred Twenty-Five and 00/100 Dollars (\$3,425.00).

(c) For the period from July 1, 2027 through June 30, 2028, the Dollar Rent Amount shall be Three Thousand Five Hundred Twenty-Eight and 00/100 Dollars (\$3,528.00).

(d) For the period from July 1, 2028 through June 30, 2029, the Dollar Rent Amount shall be Three Thousand Six Hundred Thirty-Four and 00/100 Dollars (\$3,634.00).

(e) For the period from July 1, 2029 through June 30, 2030, the Dollar Rent Amount shall be Three Thousand Seven Hundred Forty-Three and 00/100 Dollars (\$3,743.00).

2.2 Gross Revenue Adjustment. Lessee shall pay Lessor on August 1, 2026 and on the 1st of August of each year thereafter additional annual rent for the Demised Premises, the difference, if any, between the Dollar Rent Amount or twenty percent (20%) of the Lessee's annual gross revenue from the billboards on the Demised Premises between July 1 and June 30 of the prior twelve (12) month period. Lessee shall provide Lessor with a statement on August 1, 2026 and on the 1st day of August of each year thereafter showing its gross revenue for that prior twelve (12) month period from July 1 to June 30. This Section 2.2 shall survive the termination of this Agreement.

2.3 All invoice payments required by this Lease shall be made payable to "The City of Dubuque, Iowa" and delivered to the City of Dubuque Finance Department, City Hall. Should **LESSEE** fail to pay rent or perform any other obligation under this Lease within thirty (30) days after such performance is due, **LESSEE** will be in default under the Lease. In the event of such default, **LESSOR** must give **LESSEE** written notice by certified mail and allow **LESSEE** thirty (30) days thereafter to cure any default.

Any payments due not paid in full by thirty (30) days after the due date shall be subject to the lesser of the maximum interest provided by law or the following rates or one percent (1%) per month.

2.4 Lessee must pay for all utilities serving the Demised Premises during the Term of the Agreement.

2.5 Lessee must reimburse Lessor for any personal property taxes attributable to the Demised Premises within thirty (30) days of receipt of a statement from Lessor for such taxes paid by Lessor. Lessee agrees to pay to Lessor as additional rent an amount equal to personal property taxes upon the real estate of the Demised Premises that accrue during the Term of this Lease (including taxes accrued during the Term but not due and payable until after the Term), upon receipt of a statement from City, accompanied with all statements from any other taxing authority verifying the amount of such accrued taxes.

SECTION 3. IMPROVEMENTS. Lessee may not construct on the Demised Premises any improvements, nor alter or enlarge the improvements presently on the Demised Premises (the Improvements) except as may be agreed upon in writing by Lessor and Lessee. Lessor, through its City Manager, has the right to approve the design, appearance, and quality of any such improvements. All improvements presently on the Demised Premises and all Improvements hereafter constructed on the Demised Premises are and will be the property of Lessee during the term of this Lease and upon any termination of this Lease, by reason of any cause whatsoever, Lessee within thirty (30) days thereafter must remove all such Improvements and restore the surface of the Demised Premises to the condition it was in immediately prior to the commencement of the term of this Lease and to the full satisfaction of Lessor.

SECTION 4. ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST. Lessee may not encumber by mortgage, deed of trust, or other instrument, its leasehold interest and estate in the Demised Premises, or any Improvements placed by Lessee on the Demised Premises, as security for any indebtedness of Lessee.

SECTION 5. REPAIRS AND MAINTENANCE. Lessee must at all times during the term of this Lease, at Lessee's own costs and expense, keep the Demised Premises and the Improvements thereon, in superior order, condition, and repair, casualties and ordinary wear and tear excepted. Lessee must keep the Demised Premises in such condition as may be required by law and by the terms of the insurance policies furnished pursuant to this Lease, whether or not such repair is interior or exterior, and whether or not such repair is of a structural nature. Upon reasonable notice to Lessee, Lessor may, at its discretion, conduct an inspection of the Demised Premises to determine Lessee's compliance with this Section 5.

SECTION 6. COMPLIANCE WITH LAW. During the term of this Lease, Lessee must comply with all laws applicable to Lessee's use of the Demised Premises.

SECTION 7. USE OF DEMISED PREMISES. Lessee may not use or allow the Demised Premises to be used or occupied for any unlawful purpose or in violation of any certificate of occupancy. Lessee may not suffer any act to be done or any condition to exist within the Demised Premises or in any Improvement thereon, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance in force with respect thereto.

SECTION 8. INSURANCE.

8.1 Lessee Insurance. Lessee agrees to maintain insurance in compliance with City Insurance Schedule A attached as Exhibit A.

Lessee shall also maintain, or cause to be maintained, at its cost and expense (and from time to time at the reasonable request of Lessor shall furnish proof of such insurance), property insurance against loss and/or damage to Improvements under an insurance policy written on the Special Perils Form in an amount not less than the full insurable replacement value of the Improvements. The term "replacement value" shall mean the actual replacement cost of the Improvements and equipment and shall be determined from time to time at the reasonable request of City, but not more frequently than once every three years, and paid for by Lessee.

8.2 Lessor Insurance. Lessor agrees to maintain membership in the Iowa Communities Assurance Pool (ICAP).

8.3 Certificates of Insurance. Prior to the time this Lease takes effect Lessee must provide Landlord with a certificate of insurance with these property and liability insurance requirements. A renewal certificate must be provided prior to expiration of the current policies.

SECTION 9. INDEMNIFICATION. Lessee will defend, indemnify, and save harmless Lessor from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Lessor by reason of (a) any accident, injury to, or death of persons or loss of or damage to property occurring on or about the Demised Premises during the term of this Lease and resulting from any act or omission of Lessee or anyone claiming by, through, or under lessee during the term of the Lease; and (b) any failure on the part of Lessee to perform or comply with any of the terms of this Lease. In case any action, suit, or proceeding is brought against Lessor by reason of such occurrence, Lessee must, at Lessee's expense, resist and defend such action, suit, or proceeding, or cause the same to be resisted and defended by counsel approved by Lessor.

SECTION 10. CONDEMNATION. If at any time during the term of this Lease, all or substantially all of the Demised Premises or the Improvements thereon are taken in the exercise of the power of eminent domain by the State of Iowa or the United States, then this Lease will terminate on the date of vesting of title in such taking and any prepaid rent will be apportioned as of said date.

SECTION 11. ASSIGNMENT AND SUBLETTING. Lessee may not assign or transfer this Lease or sublease the whole or any part of the Demised Premises.

SECTION 12. DEFAULT.

12.1 If Lessee fails or neglects to observe, keep, or perform any of the covenants, terms, or conditions contained in this Lease on its part to be observed, kept, or performed, and the default continues for a period of thirty (30) days after written notice from Lessor setting forth the nature of Lessee's default, then and in any such event, Lessor has the right at its option, on written notice to Lessee, to terminate this Lease, and all rights of Lessee under this Lease will then cease. Lessor, without further notice to Lessee, has the right immediately to enter and take possession of the Demised Premises with or without process of law and have Lessee's personal property removed from the Demised Premises by an OSHA Certified Contractor at Lessee's cost and all persons occupying the Demised Premises and to use all necessary force therefore and in all respects to take the actual, full, and exclusive possession of the Demised Premises and every part of the Demised Premises as of Lessor's original estate, without incurring any liability to Lessee or to any persons occupying or using the Demised Premises for any damage caused or sustained by reason of such entry on the Demised Premises or the removal of persons or property from the Demised Premises. This Section 12.1 shall survive the termination of the Lease.

12.2 Section 12.1 notwithstanding, if Lessee fails or neglects to observe, keep, or perform any of the covenants, terms, or conditions contained in this Lease on its part to be observed, kept, or performed three times within the 5-year lease term, upon ten days written notice delivered to Lessee, this Lease is terminated as of the date of such notice with no right to cure.

SECTION 13. QUIET ENJOYMENT. Lessor covenants that at all times during the term of this Lease, so long as Lessee is not in default hereunder, Lessee's quiet enjoyment of the Demised Premises or any part thereof will not be disturbed by any act of Lessor, or of anyone acting by, through, or under Lessor.

SECTION 14. WAIVER. No waiver by Lessor of any breach by Lessee of any term, covenant, condition, or agreement herein and no failure by Lessor to exercise any right or remedy in respect of any breach hereunder, will constitute a waiver or relinquishment for the future of any such term, covenant, condition, or agreement or of any subsequent breach of any such term, covenant, condition, or agreement, nor bar any right or remedy of Lessor in respect of any such subsequent breach, nor will the receipt of any rent, or any portion thereof, by Lessor, operate as a waiver of the rights of Lessor to enforce the payment of any other rent then or thereafter in default, or to terminate this Lease, or to recover the Demised Premises, or to invoke any other appropriate remedy which Lessor may select as herein or by law provided.

SECTION 15. SURRENDER. Lessee must, on the last day of the term of this Lease or upon any termination of this Lease hereof, surrender and deliver up the Demised Premises, but not including Lessee's existing billboard, into the possession and use of Lessor, without fraud or delay and in good order, condition, repair, free and clear of all lettings and occupancies, free and clear of liens and encumbrances.

SECTION 16. NOTICES AND DEMANDS. All notices, demands, or other writings in this Lease provided to be given or made or sent, or that may be given or made or sent, by either party to the other, will be deemed to have been fully given or made or sent when made in writing and deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered, and postage prepaid, and addressed as follows:

TO LESSOR: City of Dubuque, Iowa
 c/o City Manager
 City Hall
 50 W. 13th Street
 Dubuque, IA 52001

TO LESSEE: LAMAR Advertising of Dubuque
 c/o Angie Thorngren
 1130 Kerper Court
 Dubuque, IA 52001

The address to which any notice, demand, or other writing may be given or made or sent to any party as above provided may be changed by written notice given by the party as above provided.

SECTION 17. MISCELLANEOUS.

17.1 Governing Law. It is agreed that this Lease will be governed by, construed, and enforced in accordance with the laws of the State of Iowa.

17.2 Paragraph Headings. The titles to the paragraphs of this Lease are solely for the convenience of the parties and will not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Lease.

17.3 Modification of Agreement. Any modification of this Lease or additional obligation assumed by either party in connection with this Lease will be binding only if evidenced in writing signed by each party or an authorized representative of each party.

17.4 Parties Bound. This Lease is binding on and inures to the benefit of and applies to the respective successors and assigns of Lessor and Lessee. All references in this Lease to "Lessor" or "Lessee" will be deemed to refer to and include successors and assigns of Lessor or Lessee without specific mention of such successors or assigns.

SECTION 18. 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, 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.

**CITY OF DUBUQUE
LESSOR**

By: 
Michael C. Van Milligen
City Manager

**THE LAMAR COMPANIES
LESSEE**

By: 
Molly Overton
Vice President/General Manager

EXHIBIT A

INSURANCE SCHEDULE A

**CITY OF DUBUQUE INSURANCE REQUIREMENTS FOR LESSEES
OF CITY PROEPRTY AND RIGHT OF WAY**

LICENSEES OR PERMITTEES

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 July 1, 2025.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current AM, 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) AUTOMOBILE LIABILITY

Coverage required: X Yes No

Combined Single Limit

\$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If permittees do 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) 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.

E) PROPERTY INSURANCE REQUIRED BY LEASE, LICENSE, OR PERMIT

☐ Yes ☒ No

Amount \$ _____

Include the City of Dubuque as Lender Loss Payable.

F) 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 Noncontributory in favor of the City.

G) FLOOD INSURANCE

☐ Yes ☒ No

If Required Coverage \$ _____

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



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
11/19/2025

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 Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@wtwco.com FAX (A/C, No): 1-888-467-2378														
INSURED Lamar Advertising Company 5321 Corporate Blvd Baton Rouge, LA 70808	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: National Union Fire Insurance Company of P</td><td>19445</td></tr><tr><td>INSURER B: AIU Insurance Company</td><td>19399</td></tr><tr><td>INSURER C: American Home Assurance Company</td><td>19380</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Insurance Company of P	19445	INSURER B: AIU Insurance Company	19399	INSURER C: American Home Assurance Company	19380	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** W41849373**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 ☒ PROJECT ☒ LOC OTHER:	Y	Y	3980288	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 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	AL 4888814	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 25,000		Y	BE 020597665	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
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 No	N/A	080772144	01/01/2025	01/01/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Automobile Liability - (MA)		Y	7031041	01/01/2025	01/01/2026	Any Auto - CSL \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 01/01/0001 WITH ID: W41844672.

Lamar Dubuque/QC #246

SEE ATTACHED

CERTIFICATE HOLDER**CANCELLATION**

City of Dubuque, IA	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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ACORD 25 (2016/03)

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Page 535 of 1019

SR ID: 28899888

BATCH: 4213154

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Southeast, Inc.		NAMED INSURED Lamaz Advertising Company 5321 Corporate Blvd Baton Rouge, LA 70808
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. is included as an Additional Insured as respects to General Liability.

Waiver of Subrogation applies in favor of 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. with respects to General Liability, Auto Liability, Umbrella Liability and Workers Compensation as permitted by law.

Umbrella Follows Form.

INSURER AFFORDING COVERAGE: AIU Insurance Company

NAIC#: 19399

POLICY NUMBER: WC 080772145

EFF DATE: 01/01/2025

EXP DATE: 01/01/2026

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation/	E.L. Each Accident	\$1,000,000
Employers Liability - (CA)	E.L. Disease-Ea Empl	\$1,000,000
Per Statute	E.L. Disease-Pol Lmt	\$1,000,000

INSURER AFFORDING COVERAGE: American Home Assurance Company

NAIC#: 19380

POLICY NUMBER: 080772146

EFF DATE: 01/01/2025

EXP DATE: 01/01/2026

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation/	E.L. Each Accident	\$1,000,000
Employers Liab-(OR)	E.L. Disease-Ea Empl	\$1,000,000
Per Statute	E.L. Disease-Pol Lmt	\$1,000,000

INSURER AFFORDING COVERAGE: AIU Insurance Company

NAIC#: 19399

POLICY NUMBER: 080772147

EFF DATE: 01/01/2025

EXP DATE: 01/01/2026

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation/	E.L. Each Accident	\$1,000,000
Employers Liab-(WI)	E.L. Disease-Ea Empl	\$1,000,000
Per Statute	E.L. Disease-Pol Lmt	\$1,000,000



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

(Vendor) Geisler Brothers Co at
(Vendor Name)
1500 Radford Road, Dubuque, IA 52002
(Vendor Address - City and State)

PROJECT TITLE: WRRC HVAC PM 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:
Monthly preventive maintenance services for all HVAC systems located across the various buildings at the Water & Resource Recovery Center (WRRC). Work includes routine inspections, cleaning, adjustments, filter replacement, and performance checks to ensure proper air exchange in critical areas and cooling of equipment such as motor control centers.

The work described above shall be completed at the following location(s):
795 Julien Dubuque Drive, Dubuque, IA

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 \$ 40,000.00

CITY OF DUBUQUE, IOWA

By: Michael C. Van Milligen 12/09/2025
Michael C. Van Milligen
City Manager Date

VENDOR:

Geisler Brothers
Company Name
By: Brian Branstetter 11/3/25
Signature Date
Brian Branstetter
Printed Name
Sales 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.
15. As a condition of payment under this agreement, each invoice submitted by the contractor must include, at a minimum: the date and time of service; location and equipment serviced; a detailed description of the work performed; technician name(s); a breakdown of labor hours by individual; itemized list of parts and materials used with associated costs; and a clear distinction between labor, parts, and other charges. Invoices submitted without the required supporting documentation may be returned for correction and will not be processed for payment until complete information is provided.

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: **WRRC HVAC PM Services** 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 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 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
Transit _____ Department
950 Elm St _____
(address)
Dubuque, IA 52001
Phone # 563-589-4196 _____

**CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

(Vendor) at Houck Transit Advertising

(Vendor Name)

1025 Tomlyn Ave # 100, Shoreview, MN 55126

(Vendor Address - City and State)

PROJECT TITLE: Transit Exterior Advertising

(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:

Production of Advertising Decals: Provide editable bus templates, review artwork, supply PDF proofs, and secure City and client approval prior to production.

Installation & Removal: Contractor responsible for disposal, compliance with DOT signage, inspection within 3-5 business days, and correction of failed inspection within 7 days.

Warranty & Quality: One-year warranty against material failure due to fading or peeling. Warranty excludes campaigns not installed by Contractor and damage due to accident.

Contractor will manage inventory of advertising campaigns and will provide reports and access to The Jule staff upon request.

Contractor will coordinate with Clients to execute print ready files or design a campaign from scratch.

Contractor is not responsible for damage to buses from campaigns Contractor did not print and install.

For further clarification, please see Section 4.0 of the attached request for proposal (RFP).

The work described above shall be completed at the following location(s):

The Jule Garage or Houck Transit Advertising's own facility.

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
May 2027 (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.

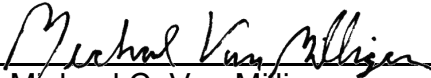
THE CITY AGREES:

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 \$ According to Vendor's Schedule

CITY OF DUBUQUE, IOWA

VENDOR:

By: 
Michael C. Van Milligen
City Manager

12/09/2025
Date

Houck Transit Advertising
Company Name

By: Justin Houck
Signature

11/3/2025
Date

Justin Houck
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 & 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: RFP TITLE _____ or Project Location at The Jule Garage _____ 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 Transit 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)

Pricing Sheet Effective 10-22-25

Vehicle Type and Decal Position	Dimensions	Production Costs	6 Month Contract	6 Month Total	12 Month Contract	12 Month Total
Light-Duty Vehicle						
Full Passenger Side (with windows)	137.5" x 66"	\$2,000	\$1,515	\$3,515	\$2,475	\$4,475
Full Driver Side (with windows)	206" x 66"	\$2,250	\$1,760	\$4,010	\$2,840	\$5,090
Rear Side	74" x 80"	\$1,350	\$2,735	\$4,085	\$4,175	\$5,525
Passenger Side Bottom Panel (no windows)	137.5" x 22"	\$800	\$1,765	\$2,565	\$2,425	\$3,225
Driver Side Bottom Panel (no windows)	206" x 22"	\$850	\$1,900	\$2,750	\$2,620	\$3,470
Driver Side & Passenger Sides (full)		\$4,250	\$2,595	\$6,845	\$4,275	\$8,525
35-ft Heavy-Duty Vehicle						
Full Passenger Side (with windows)	173" x 98"	\$2,350	\$2,205	\$4,555	\$3,405	\$5,755
Full Driver Side (with windows)	197" x 98"	\$2,384	\$2,391	\$4,775	\$3,591	\$5,975
Passenger Side Bottom Panel (no windows)	173" x 43"	\$850	\$1,400	\$2,250	\$2,690	\$3,540
Driver Side Bottom Panel (no windows)	197" x 43"	\$900	\$1,460	\$2,360	\$2,810	\$3,710
Driver Side & Passenger Sides (full)		\$4,734	\$3,796	\$8,530	\$5,716	\$10,450
29-ft Heavy-Duty Vehicle						
Full Passenger Side (with windows)	212.75" x 97.5"	\$2,700	\$2,055	\$4,755	\$3,255	\$5,955
Full Driver Side (with windows)	217" x 97.5"	\$2,700	\$2,175	\$4,875	\$3,375	\$6,075
Passenger Side Bottom Panel (no windows)	212.75" x 42.5"	\$925	\$2,150	\$3,075	\$2,990	\$3,915
Driver Side Bottom Panel (no windows)	217" x 42.5"	\$950	\$2,135	\$3,085	\$3,035	\$3,985
Driver Side & Passenger Sides (full)		\$5,400	\$3,430	\$8,830	\$5,350	\$10,750

AGREEMENT FOR TRANSIT BUS ADVERTISING PRODUCTION, INSTALLATION, AND REMOVAL

This Agreement ("Agreement") is entered into as of October 29, 2025, by and between:

CITY OF DUBUQUE, IOWA – Transit Division ("City")
950 Elm Street, Dubuque, IA 52001

and

HOUCK TRANSIT ADVERTISING, INC. ("Contractor")
[Insert Company Address]

1. Term

The term of this Agreement shall commence on 11/15/2025, and continue through 05/30/2027, with the option to renew for up to two (2) additional one (1) year terms by mutual written agreement.

2. Scope of Services

Contractor shall provide the following services:

- a. Production of Advertising Decals: Provide editable bus templates, review artwork, supply PDF proofs, and secure City and client approval prior to production.
- b. Installation & Removal: Contractor responsible for disposal, compliance with DOT signage, inspection within 3-5 business days, and correction of failed inspection within 7 days.
- c. Warranty & Quality: One-year warranty against material failure due to fading or peeling. Warranty excludes campaigns not installed by Contractor and damage due to accident.
- d. Contractor will manage inventory of advertising campaigns and will provide reports and access to The Jule staff upon request.
- e. Contractor will coordinate with Clients to execute print ready files or design a campaign from scratch.
- f. Contractor is not responsible for damage to buses from campaigns Contractor did not print and install.

3. Pricing & Payment

Pricing shall be as set forth in Appendix F – Pricing Sheet. Pricing includes design support, up to three revisions, printing, installation, removal, proof of performance photos, and account management.

- a. Contractor will invoice Client directly for printing and production of campaign upon contract execution between City and Client.
- b. Pricing includes:

- a. Campaign design & account management
 - b. Printing
 - c. Installation
 - d. Removal
 - e. Proof of Performance pictures
- c. Additional charges may apply to City:
 - a. Removal of campaigns Contractor did not print and install or for material that has been on for 3 or more years.
 - i. Contractor will invoice City in the amount of \$500 for the removal of wraps.
 - ii. For removals that exceed 2 hours Contractor will invoice City at a rate of \$100/hour.
- d. In the event a sign or wrap needs to be reproduced due to accident, bus retirement or an event outside of Contractors control Contractor will bill The Jule the replacement cost.

4. Sale of Advertising

As spelled out in its proposal Contractor may from time to time place advertising for The Jule on City buses upon approval of City staff.

- a. Contractor will represent Client and sign an advertising agreement with City.
- b. Contractor may not contact any current City advertising clients in regards specifically for City advertising needs.
- c. Any advertising clients Contractor represents must comply with City advertising policy and be approved by City staff.
- d. Contractor would receive 25% of the City's advertising rate.

5. Insurance

Contractor shall provide insurance as required in Appendix G – Insurance Requirements.

6. City Resources

The City will provide bus measurements, fleet listings, and garage access. Contractor must coordinate with the City's Operations Supervisor at least 72 hours before installations or removals.

- a. The City will provide copies of advertising contracts with Client.
- b. The City is responsible for communicating the cost and expectations of Printing and Production to Client

7. Indemnification & Compliance

Contractor shall indemnify the City as described in Appendix C – Standard Terms & Conditions. Contractor shall comply with all applicable federal, state, and local regulations.

8. Termination

Either party may terminate this Agreement at any time with or without cause with a 30 day written notice. Contractor shall be compensated for approved work completed through the termination date.

9. Entire Agreement

This Agreement, together with its Appendices, constitutes the full understanding between the parties and supersedes all prior negotiations or representations.

10. Appendices

- Appendix C – Standard Terms & Conditions
- Appendix F – Pricing Sheet
- Appendix G – Insurance Requirements
- Appendix H – Pricing Clarifications & Additional Services

SIGNATURES

CITY OF DUBUQUE, IOWA – Transit

Division

By: 

Name: Michael C. Van Milligen

Title: City Manager

Date: 12/09/2025

HOUCK TRANSIT ADVERTISING, INC.

By: Justin Houck

Digitaly signed by Justin Houck
DN: cn=Justin Houck, o=Houck Transit Advertising, Inc.
Email=jhouck@houcktransitadvertising.com
Date: 2025.11.03 09:20:28 -0500

Name: Justin Houck

Title: President

Date: 11/03/2025



May 16, 2025

Mr. Joey Lueck
City Utilities of Dubuque
50 West 13th Street
Dubuque, Iowa 52001

Good Afternoon, Mr. Lueck,

Please find the enclosed bid from Houck Transit Advertising for Transit Advertising Services for consideration of our continued interest to serve the City of Dubuque.

As a fourth-generation family-owned transit advertising business, Houck Transit Advertising boasts a century-long legacy of trust and reliability. We specialize in empowering businesses to enhance their advertising campaigns and bolster their brands through impactful transit advertising opportunities. Our dedication to exceptional service not only benefits our clients but also generates a steady revenue stream for the transit systems we collaborate with.

Moreover, at Houck, we take pride in being more than just a service provider; we consider ourselves reliable partners to the transit systems we engage with. We recognize the significance of supporting the communities we operate in by promoting the sustainability of public transit. Our goal is to cultivate enduring partnerships founded on shared prosperity and mutual success.

Justin Houck has the authority to bind Houck Transit Advertising to this agreement. Houck has received all addendums.

Thank you for your consideration of our proposal and we look forward to the opportunity to serve The Jule!

Thank you,

A handwritten signature in black ink, appearing to be "Justin Houck", written over a circular scribble.

Justin Houck
President – Houck Transit Advertising
800.777.7290
justin@houckads.com



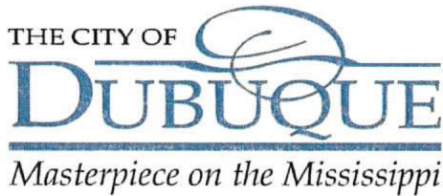
Pricing Clarifications:

1. Pricing includes
 - a. Campaign design and account management
 - i. Up to three revisions*
 - b. Campaign Printing
 - c. Campaign Installation
 - d. Campaign Removal
 - e. 1 year warranty against material failure (fading, peeling) due to material or installation.
 - i. Our experience is material will last up to three years without failing.
 - f. The Jule access to Transit Media Hub
 - g. Proof of Performance pictures & reports
2. Pricing for two year minimum and six month term are equal due to same material being used. Houck does not use less expensive vinyl for short term campaigns due to potential damage to transit vehicles caused by cheap material.
 - a. If The Jule believes a less expensive option is important to its six month clients we can accommodate and welcome a discussion with Jule staff.
3. Quantity discount pricing is available for campaigns of two or more.
4. Houck will work with client to execute print ready files OR design a campaign from scratch at no additional charge to client.
5. Campaigns will be installed within 15-20 days of artwork approval provided bus is available and access to The Jule garage is granted.
6. Houck is not responsible for damage to buses from campaigns Houck did not install.
7. Additional removal charges may apply for campaigns Houck did not print and install or material that has been on for 3 or more years.

Additional Services: Charge May Apply to advertiser

- Purchase of fonts, high resolution images if not provided by client.
- On street campaign photography / videography
 - Should client request campaign photos/video of buses on the street a charge of \$300 per session will be charged to client.
- Logo creation / recreation
- Additional revisions than the initial three will be charged to client at \$50 per revision.
- Expedited installation
 - Should a campaign need to be installed prior to 15 days from artwork approval a charge of \$300 will be invoiced to client.

REQUEST FOR PROPOSAL (RFP)



ISSUE DATE: April 23, 2025
CONTACT: Joey Lueck
PHONE NO: 563-589-4228
EMAIL: jlueck@cityofdubuque.org

SUBMIT PROPOSAL/OFFER PRIOR TO:

CLOSING DATE: May 21, 2025

CLOSING TIME: Prior to 2:00 P.M. (CST)

SUBMIT TO:

SEE Section 8.0

FAX/EMAIL NOT ACCEPTED

DESCRIPTION:

TRANSPORTATION SERVICES
FOR PRODUCTION, INSTALLATION, AND REMOVAL
OF CLIENT ADVERTISING ON TRANSIT BUS EXTERIORS



RECEIPT OF PROPOSAL ACKNOWLEDGEMENT

If you are considering a response to this RFP, please mark the box to the left, fill in the information below and return this sheet as a confirmation that you received this RFP.



NO RESPONSE REPLY

If you do not want to respond to this RFP at this time, please mark the box to the left, fill in the information below and return this sheet only.

COMPANY NAME:

Hovek Transit Advertising

DATE:

5/15/25

MAILING ADDRESS:

1625 Tomlyn Ave #100

CITY/STATE:

Shoreview MN

ZIP CODE:

55126

AUTHORIZED SIGNATURE:

PRINTED NAME:

Justin Hovek

TITLE OF AUTHORIZED REPRESENTATIVE:

President

EMAIL:

justin@hovekads.com

PHONE:

651-341-2801

CITY OF DUBUQUE



REQUEST FOR PROPOSAL

TRANSPORTATION SERVICES FOR PRODUCTION, INSTALLATION, AND REMOVAL OF CLIENT ADVERTISING ON TRANSIT BUS EXTERIORS

April 23, 2025

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Request for Proposal (RFP) ***Transportation Services***

April 23, 2025

1.0 INTRODUCTION

The City of Dubuque Transportation Services Transit Division, hereinafter referred to as the Transit Division, is soliciting competitive sealed proposals from qualified and experienced vendors, including Disadvantaged Business Enterprises (DBEs) and non-DBE women and minority-owned vendors, to provide production, installation, and removal of client advertising on transit bus exteriors.

----- End of Section 1.0 -----

2.0 OBJECTIVES

The City of Dubuque, hereinafter referred to as “the City”, is seeking an agreement with a qualified vendor to provide production, installation, and removal of client advertising on transit bus exteriors. The original term of this Agreement shall be a two-year term with the option to renew for two (2) additional one (1) year terms.

----- End of Section 2.0 -----

3.0 BACKGROUND INFORMATION

The Transit Division operates the Jule Bus system and offers mass transit services and paratransit “MiniBus” services within the city limits of Dubuque, Iowa on weekdays and Saturdays. The City of Dubuque is located on the Mississippi River in northeastern Iowa, adjacent to Illinois and Wisconsin. The City is approximately thirty (30) square miles in area, with a population of approximately 60,000 people. The City’s web site is www.cityofdubuque.org.

The community has a stable and diversified manufacturing base and a growing service sector. Dubuque is the major retail, medical, education, and employment center for the tri-state area. Tourism continues to be a major economic force in the community. City government works in collaboration with the private sector to promote economic

development. The job creation and unemployment numbers show that Dubuque is growing steadily in the current economic climate. Dubuque's construction numbers reveal an even more encouraging picture. The City has formed strong relationships with the local business community to promote continued economic growth and success.

----- End of Section 3.0 -----

4.0 PROJECT SCOPE OF SERVICES

The following outline represents the minimum components for the project. The City will evaluate submitted proposals and award the contract to the selected vendor based on the best proposed solution.

SCOPE OF WORK

Vendor agrees to provide logo decals and advertising for businesses (Advertising Customers) for display on City buses according to Appendix E, Decal Production Process Checklist, and Appendix F, Decal Pricing Guide. Vendor will provide an editable design template for each bus type. Vendor will provide templates to Advertising Customers and to the City for design purposes only. Such templates will remain the joint property of Vendor and the City. Vendor will not make any design changes to final production without the consent of the City and the Advertising Customer. Vendor must show accurate or near accurate final proofs of all advertisements to the City and the Advertising Customer before decal applications of advertisements are placed on buses. Vendor shall not print any decal applications of advertisements until the City and the Advertising Customer approve final proofs of such advertisements.

COST

Cost will be submitted on attached form F in a separate sealed envelope.

INSTALLATION AND REMOVAL OF ADVERTISING

- All installations shall be performed by certified installer(s) for the particular type of material used.
- Installation and/or removal of advertising shall generally take place between the hours of 7:00 a.m. and 5:00 p.m. on weekdays, unless otherwise coordinated with Transit staff. The Contractor shall provide the Operations Supervisor with a list of buses for which advertising needs to be installed and/or removed. This list shall be provided to the Operations Supervisor at least seventy-two (72) hours in advance of the desired day when installation and/or removal is to be performed.
- The successful bidder has the option to deliver, install, and remove materials at their own facility or within the Jule garage in the advertising area (specific lane assignment to be given the day of each installation and/or removal) located at 949 Kerper Blvd, Dubuque, IA.

- The successful bidder shall contact the Supervisor-on-Duty whenever entering or exiting the facility.
- The Transit garage area must be kept clean. Waste materials from installation must be collected and removed by the contractor.
- While within the Jule facility, the successful bidder shall follow the instructions of Jule personnel.
- Inspection of installed/removed advertising will be done, by transit staff, within three-to-five (3-5) business days. Any work that does not pass inspection must be corrected, by the contractor, within seven (7) calendar days. Work shall be coordinated with Transit staff.
- Bus number, safety stickers, exterior signage and labels, and various sections of the bus (e.g., front curbside/driver's window, emergency exits, etc.) must be clearly visible from the outside and unobstructed by the wrap ads. The Transit Manager will provide direction to contractors about the placement of the wrap ads to ensure compliance with Iowa Department of Transportation (DOT) regulations for public transit providers.
- The successful bidder should direct questions about installation/removal to the Jule Operations Supervisor.
- The successful bidder shall take a picture of the completed installation/removal and email to the Operations Supervisor.
- The successful bidder is responsible for returning bus to its original condition, with reasonable wear and tear exempted, when any display advertisements are removed.
- Damage to the paint surface caused by the application of advertisements is not considered reasonable wear and tear.
- The successful bidder is responsible for the cost of any damages to the transit bus, resulting from their installation.
- Payment for paint and/or body damage during installation will be invoiced, due, and payable net thirty (30) days from receipt of invoice or may be deducted from any balances owed.
- Hiding paint damage will be grounds for termination of services.

BIDS

Bid amounts are expected to be for an all-inclusive amount.

All responses to this Request for Proposals (RFPs) must include the following information describing the Vendor's proposal:

- Complete pricing breakdown using a line-item pricing structure. Include any necessary components or services that the RFP may not have mentioned.
- Any and all labor necessary for installation.
- Summary sheet of proposal pricing, with any alternate(s) pricing clearly marked below the main proposal.
- Specification sheets of materials and other key components.
- Provide details of all product and service warranties.
- Provide a listing of at least three (3) similar projects completed and a contact reference for each.

----- End of Section 4.0 -----

5.0 CITY RESOURCES

USE OF CITY RESOURCES FOR RFP PREPARATION

- All information requests shall be directed to the City's Transportation Services Analyst, Joey Lueck, (jlueck@cityofdubuque.org) or at 563-589-4228.
- All vendors should note that contacting other City of Dubuque staff, or any of the Selection Committee members shall be considered inappropriate and be grounds for disqualification.

MATERIAL AVAILABLE FOR THE RFP

- Bus Ad measurements are attached for bidder's review.
- Vehicle fleet listing is available.
- On-site visits to view vehicles can be provided at bidder's request based on staff and vehicle availability.

----- End of Section 5.0 -----

6.0 INFORMATION TO BE INCLUDED IN PROPOSAL

The Proposal should address all the points outlined in this request for proposal (RFP) excluding any cost information which shall be included in a separate sealed envelope labeled "Project Cost Estimate". The Proposal should be prepared simply and economically, providing a straight-forward, concise description of the vendor's capabilities to satisfy the requirements of the RFP. A maximum proposal length of ten (10) pages will be enforced.

To simplify the review process and to obtain the maximum degree of comparability, the proposal shall include the following information and shall be organized in the order and manner specified below. While additional data may be presented, the following subjects must be included. They represent the criteria against which the proposal will be evaluated.

Letter of Transmittal

Provide a letter of transmittal briefly outlining the vendor's understanding of the work, which specific sections of the Scope of Services are addressed in the submitted proposal and list the Project Manager's the name, address, telephone number, fax number and e-mail address. The name that is provided for the Project Manager will be used as the primary contact person during the RFP evaluation process.

Profile of Firm

Briefly provide general information about the Firm, along with its area of expertise and experience as it relates to this RFP. Photos or other images of completed comparable work should be provided.

Scope of Services

Describe the means or strategy by which the vendor would satisfy specific sections of the Scope of Services.

Fees and Compensation

Please indicate on Appendix F: description of proposed products, lifespan and durability should also be included in this section.

Quotation of fees and compensation shall remain firm for a period of at least sixty (60) days from the RFP submission deadline.

----- End of Section 6.0 -----

7.0 PROPOSAL QUESTIONS AND ANSWERS

The City has made considerable efforts to ensure an accurate representation of information in this request for proposal (RFP). Each vendor is urged to conduct its own investigations into the material facts provided.

No answers given in response to questions submitted shall be binding upon this RFP unless released in writing (letter, fax, or email) as an officially numbered and titled addendum to the RFP by the City.

From the date of issuance of the RFP until final City action, the vendor shall not discuss the RFP with or contact any other City of Dubuque staff or any of the Selection Committee members except as expressly authorized by the City Project Manager. Violation of this restriction will be considered a violation of the rules and be grounds for disqualification of the vendor's proposal.

Project Manager contact information is as follows:

Joey Lueck
Project Manager
City of Dubuque
Transportation Services
950 Elm Street
Dubuque, IA 52001
Phone: 563-589-4228
E-mail: jlueck@cityofdubuque.org

----- End of Section 7.0 -----

8.0 SUBMISSION REQUIREMENTS

Before submitting a proposal, each vendor shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City upon which the vendor will rely.

PROPOSAL SUBMITTAL INFORMATION

- Submittal Deadline: May 21, 2025, prior to 2:00 p.m. (CST)
- Submittal Location: City of Dubuque
City Clerk's Office
50 West 13th Street
Dubuque, Iowa 52001-4864
- Submittal Contact: Joey Lueck
- Submittal Copies: Three (3) sets of the proposal shall be provided.
 - Submit one (1) original signed proposal and two (2) copies.

Proposals can be submitted in hard copy no later than the date and time set out in this document. Each addendum should be acknowledged in the Letter of Transmittal by providing the addendum number and title. It is solely the vendor's responsibility to ensure that you have received all addendums to this request for proposal (RFP) before submitting the proposal.

Each vendor assumes full responsibility for delivery and deposit of the completed proposal package on or before the deadline.

Any proposals received after the submittal deadline will not be considered and will be returned unopened to the vendor. The City is not responsible for any loss or delay with respect to delivery of the proposals.

The City is not liable for any costs incurred by any vendor prior to the execution of an agreement or contract. Nor shall the City be liable for any costs incurred by Firms that

are not specified in any contract. All results from this project will remain the property of the City.

----- End of Section 8.0 -----

TRANSPORTATION SERVICES
FOR PRODUCTION, INSTALLATION,
AND REMOVAL OF CLIENT ADVERTISING
ON TRANSIT BUS EXTERIORS



Request for Proposal (RFP) Transportation Services

April 23, 2025

Appendix A

Vendor Evaluation and Selection Process

INITIAL EVALUATION CRITERIA

Proposals will be screened to ensure that they meet the minimum requirements of the required format. A selection committee will review qualifying proposals and select Firms for placement on the vendor short-list for the project. The following criteria in order of their relative importance (most is first, least is last) will be used to initially evaluate submitted proposals.

1. A high level of professional competence and a proven track record in providing labor, material and equipment to install advertising on bus exteriors:
 - a. Qualifications and experience of the vendor and any sub vendors.
 - b. Demonstration of the project team's professional expertise. If a joint venture with sub vendors, the track records of the Firms' experience working together.
 - c. Experience of the vendor working on municipal projects.
 - d. Experience of the vendor working on municipal projects in Iowa.
2. Design approach/methodology in completing scope of services such as:
 - a. Grasp of project requirements and level of interest in the project.
 - b. Creativity and problem-solving ability.
 - c. Ability of vendor team to demonstrate initiative, motivation and knowledge as an indication of their desire to work with the City of Dubuque.
3. Proposed timeframe required to install and remove advertising.
4. Quality and completeness of the written proposal.

SUPPLIER SHORT-LIST EVALUATION CRITERIA

The Selection Committee will again review the qualifying proposals of only the short-listed firms. The following criteria in order of their relative importance (most is first, least is last) will be used to evaluate vendors on the short-list.

1. Qualifications and Technical Capability of the Vendor (40 Percent).
The evaluation will be based upon:
 - Results of customer references related to similar projects.
 - Demonstrates understanding of the project and its requirements.
 - Utilizes and promotes current Equipment and Supplies.
 - Minimizes risk by use of the most current, proven, and available state-of-the-art technologies.
2. Experience Base of the Vendor (20 Percent).
The evaluation will be based upon:
 - Breadth and depth of project experience with and past performance on similar projects.
 - Overall installation and deployment experience.
 - Financial solvency and capacity.

3. Qualifications of Personnel Assigned to the Project (20 Percent).

The evaluation will be based upon:

- Project management team.
- Organization of the work and management plan.
- Availability of key personnel.

4. Price (20 Percent).

The evaluation will be based upon:

- Comparative to similar systems/ proposals for each element in the Price Proposal Form.
- Unit prices comparable to similar unit prices in the industry.

Following completion of the interview process (should it be necessary), the Selection Committee will review the evaluation of the written request for proposal (RFP) relative to the input received during the interview process and prepare a final ranking of the short-listed respondents.

SELECTED VENDOR PROCESS

Upon the successful completion of the vendor review process, the RFP Selection Committee will recommend to the City Manager or City Council the awarding of a contract to the highest ranked vendor based on a “best value” basis. Evaluation factors that are most important to the City are quality of proposed personnel, experience performing similar scopes of work, length of installation and removal schedule, and cost.

Payment for Work: The vendor will be paid directly by the advertising client based on decal pricing rates identified in the contract with the City.

TRANSPORTATION SERVICES
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Appendix B

RFP Rules and Protest Procedure

PROTEST PROCEDURES

In general, protests will only be accepted from prospective bidders or offerors whose direct economic interest would be affected by the award of a contract or refusal to award a contract. The Project Manager will consider all such protests, whether submitted before or after the award of a contract. If oral objections are raised and the matter cannot be resolved to the satisfaction of the objector, a written protest shall be required before any further consideration is given. Protest submissions should be concise, logically arranged, and clearly state the grounds for the protest. Protests must include at least the following information:

- Name, address, and telephone number of protestor;
- Identification of the solicitation or contract number;
- A detailed statement of the legal and factual grounds of protest including copies of relevant documents;
- A statement as to what relief is requested.

The written dispute shall be sent via certified mail or delivered in person to the Project Manager. All protest documents received by the Project Manager shall be stamped with date and time received and logged into a protest file folder.

DECISION ON PROTEST

The Project Manager shall forward all protests to the City Manager, with all applicable supporting documentation, who will review the reasons for the protest and will respond to each issue noted in the protest. The City Manager will discuss their findings with The Jule Transit Advisory Board before a final decision is made concerning the protest.

The Procurement Officer shall provide a final decision to the protesting Vendor/Contractor in writing within thirty (30) calendar days from the receipt of the written protest and shall provide notice of such decision to all interested parties.

MINOR IRREGULARITIES

The City reserves the right to waive minor irregularities in submitted proposals, providing such action is in the best interest of the City. Minor irregularities are defined as those that have no adverse effect on the City's best interests and will not affect the outcome of the selection process by giving the prospective vendors an advantage or benefit not enjoyed by other prospective vendors.

EXCEPTIONS

Vendor exceptions to any part of the requirements stated in this request must be clearly identified as exceptions and noted in the letter of transmittal and in the submitted project cost estimate.

RANKING OF THE PROPOSALS

No debriefings or scoring information shall be released before the City Manager or City Council has recommended that a contract be negotiated with the recommended Firm.

However, after authorization has been granted to negotiate a contract, all contents of the submitted proposals shall become public information.

DEFINITIONS

The City has established for the purposes of this request for proposal (RFP) that the words “shall”, “must”, or “will” are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City’s sole discretion, the deficient response is not in substantial accord with this RFP’s mandatory conditions and requirements.

The words “should” or “may” are equivalent in this RFP and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a proposal but may result in being considered as not in the best interest of the City.

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Appendix C

Standard Terms and Conditions

ACCELERATED PAY DISCOUNTS - Accelerated discounts should be so stated on the bid submittal page. If quick pay discounts are offered, the City reserves the right to include that discount as part of the award criteria. Prices must, however, be based upon payment in net thirty (30) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

ADA COMPLIANCE

1. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 et seq.) and applicable Federal regulations under the Act.
2. Bids for design, construction, programs, policies and concessions of any type shall comply with the 2010 Standards for Accessible Design, the ADA title II regulation, Section 504 of the 1973 Rehabilitation Act, and similar statutes and regulations prohibiting discrimination on the basis of disability.
3. The Contractor shall ensure that its websites and all online services, including those websites or online services provided by third parties upon which Dubuque relies to provide services or content, comply with, at minimum, Web Content Accessibility Guidelines - WCAG 2.0 AA.

ASSIGNMENT - The City and the Contractor each are hereby bound, and the partners, successors, executors, administrators and legal representatives of the City and the Contractor are hereby bound to the other party to the Contract and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of the Contract. Any assignment or attempt at assignment made without prior written consent of the City shall be void.

BID CURRENCY/LANGUAGE - All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the Contract regardless of the exchange rate. All bid responses must be submitted in English.

BID FORM - Each bidder must submit an original bid and additional copies as required on the forms attached. The bidder shall correctly sign the bid, and the bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the bid, or any irregularities of any kind. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

BID INFORMATION IS PUBLIC – The bid and all documents submitted with any bid shall become public documents subject to Iowa Code Chapter 22, which is otherwise known as the “Iowa Open Records Law”. By submitting the bid any document to the City of Dubuque in connection with a bid, the submitting party recognizes this and waives any claim against the City of Dubuque and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Dubuque and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Dubuque arising from any opportunity. Bid information requested by the public or other bidders will be provided in an alternative format if the requestor is a person with a disability and requires an alternative form for comprehension.

BID REJECTION OR PARTIAL ACCEPTANCE - The City reserves the right to accept or reject any or all bids or parts thereof. The City further reserves the right to waive

technicalities and formalities in bids, as well as to accept in whole or in part such bids where it is deemed advisable in protection of the best interests of the City.

CONFLICT OF INTEREST - The Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the City that is a conflict of interest. No employee, officer or agent of the Contractor shall participate in the selection or in the award if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to the Contract. If a conflict of interest is proven to the City, the City may terminate the Contract, and Contractor shall be liable for any excess costs to the City as a result of the conflict of interest. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to the City.

CONTRACT DOCUMENTS – The Contract Documents are this Contract, the Request for Bids, the Contractor's Bids, and the following additional documents, if any:

In the event of a dispute with respect to any term or condition in the Contract Documents, they shall be interpreted in the following order: this Contract, the Request for Bids, the Contractor's Bids, and the following additional documents, if any:

DISPUTES - Should any disputes arise with respect to the Contract, the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute and the City shall continue to make payment for all Work properly performed. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor. The unintentional delayed payment by the City to the Contractor of one or more invoices not in dispute in accordance with the terms of the Contract will not be cause for Contractor to stop or delay Work.

FORCE MAJEURE - Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to hereinafter, not within the reasonable control of the party affected. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

INDEMNIFICATION - To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the 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 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, 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, or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

LAWS AND REGULATIONS - The Contract shall be governed, interpreted and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses and regulations and shall apply to the Contract throughout, as the case may be. The Contractor certifies that in performing the Contract it will comply with all applicable provisions of the federal, state, and local laws, ordinances, licenses and regulations. Venue for any action arising out of this Contract shall be the Iowa District Court for Dubuque County, Iowa.

METHOD OF AWARDING - The City reserves the right to make awards based on the entire bid or on an item by item basis. However, if Contractor's bid is based on an "all or none" condition, the City may consider its bid non-responsive and reject the entire bid.

NO GIFT STANDARD - The City of Dubuque is committed to upholding the highest ethical standards in all of its business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, all suppliers have been asked to abide by the City's "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a City employee and not available to the general public, regardless of the value.

NON-COLLUSION STATEMENT - Neither the Contractor, nor anyone in the employment of the Contractor, has employed any person to solicit or procure the Contract nor will the Contractor make any payment or agreement for payment of any compensation in connection with the Contract. There is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for Work rendered under the Contract or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in the Contract. Neither the Contractor, nor anyone in the employment of the Contractor, has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in connection with the Contract.

NON-DISCRIMINATION AND EQUAL OPPORTUNITY - All Contractors that engage in contracts with the City of Dubuque, Iowa agree as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, ancestry, national origin, marital status, Familial status, religion, age, disability, sexual orientation, gender identity, genetic information, status with regard to public assistance, status as a veteran or any classification protected by federal, state, or local law, (Protected Classes) except where age and sex are essential bona fide occupational requirements, or where disability is a bona fide occupational disqualification. Such action shall include, but not be limited to the following: (a) Employment, (b) Upgrading, (c) Demotion or transfer, (d) Recruitment and advertising, (e) Layoff or termination, (f) Rate of pay or other forms of compensation, and (g)

Selection for training, including apprenticeship. The Contractor further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity without regard to the protected classes, as stated above. The Contractor will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations or orders of the City and will provide in every contract or subcontract that said provision will be binding upon each Contractor.

REGULATORY AGENCY COMPLIANCE - Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City of Dubuque expects that Contractors will offer expertise on conformance of regulations applying to the products they sell and the Work they perform.

RIGHT TO PROTEST - Anyone wishing to file a protest concerning (1) the specifications, (2) the bid procedure or (3) the award of the Contract must do so in writing in accordance with the City's Protest by bidders which is found in the City's purchasing policy.

SAFETY DATA SHEETS - The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, and importers to ensure that each container of hazardous chemicals leaving the workplace is labeled, tagged, or marked and to provide Safety Data Sheets (SDS) to communicate the hazards of hazardous chemical products. It is the chemical supplier's responsibility to determine which products are covered and to provide SDS with the initial shipment. It is also the chemical supplier's responsibility to provide any updated or revised SDS, as they become available for any products sold and delivered to the City of Dubuque. City of Dubuque employees shall not accept a shipment of any chemical that does not have an SDS attached or currently on file. Safety Data Sheets shall be available in alternative formats if the requestor is a person with a disability and requires an alternative format for comprehension.

SUBCONTRACTING - All Subcontractors shall be listed in the Contract or in a written amendment to the Contract.

SUSPENSIONS AND DEBARMENT - The Contractor hereby certifies, pursuant to 2 CFR pt. 180 and 2 CFR pt. 3000, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any federal agency. The Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City of Dubuque or the State of Iowa.

TAXES - The City of Dubuque is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

TERMINATION OF CONTRACT - The City may terminate the Contract at any time for any reason with or without cause. In that event, all finished or unfinished Work, reports, materials(s) prepared or furnished by the Contractor under the Contract shall,

at the option of the City, become its property. If the Contract is terminated by the City as provided hereinafter, the Contractor shall be paid for all Work which has been authorized, provided, and approved up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

WARRANTIES - WORK - The Contractor shall perform Work for the City pertaining to the Project as set forth in the Contract.

Contractor represents that the Work and all of its components shall be free of defects; shall be performed in a manner consistent with other Contractors in a similar industry and application; and shall conform to the requirements of the Contract.

Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Work performed under the Contract. Contractor shall, promptly and without charge, provide all corrective Work necessary as a result of Contractor's acts, errors, or omissions with respect to the quality and accuracy of the Work.

Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors, or omissions, and for any losses or costs to repair or remedy any Work undertaken by City based upon the Work as a result of any such acts, errors, or omissions.

Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or Contractor.

WARRANTIES - INTELLECTUAL PROPERTY - Contractor represents and warrants that all the materials and Work produced, or provided to the City pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials and work. The Contractor represents and warrants that the materials and Work, and the City's use of same, and the exercise by the City of the rights granted by the Contract shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. The Contractor further represents and warrants that the materials and Works does not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Work contemplated by the Contract.

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FOR PRODUCTION, INSTALLATION,
AND REMOVAL OF CLIENT ADVERTISING
ON TRANSIT BUS EXTERIORS

Request for Proposal (RFP)
Transportation Services

April 23, 2025

Appendix D

Statement Regarding Standard Terms and Conditions

The vendor must indicate that they have read and understand **Appendix C – Standard Terms and Conditions**, and agree to include the clauses that are listed in Appendix C in the final signed contract.

Statement	Y/N
The Vendor has read and understands Appendix C – Standard Terms and Conditions and agrees to include the clauses that are listed in Appendix C in the final signed contract.	Y

TRANSPORTATION SERVICES
FOR PRODUCTION, INSTALLATION,
AND REMOVAL OF CLIENT ADVERTISING
ON TRANSIT BUS EXTERIORS



Request for Proposal (RFP) Transportation Services

April 23, 2025

Appendix E

Decal Production Process

1. After a signed contract is received from the Advertising Customer, City provides an email to vendor containing number and type of vehicles, start date for advertising, and Advertising Customer contact information to allow vendor to schedule production.
2. Advertising Customer supplies artwork files including images, logos, fonts, and other necessary material to vendor via secured file transfer protocol (SFTP) thirty (30) days prior to production date.
3. Vendor reviews material and requests any additional information if needed, and makes possible suggestions to achieve the wishes of City/Advertising Customer.
4. Vendor supplies PDF proofs to City and Advertising Customer.
5. Vendor contacts City to schedule decal installation.
6. Vendor prints and applies decal after City and Advertising Customer sign-off on final proof. City and Advertising Customer must sign off on final proof via e-mail before any decals are applied.

TRANSPORTATION SERVICES
FOR PRODUCTION, INSTALLATION,
AND REMOVAL OF CLIENT ADVERTISING
ON TRANSIT BUS EXTERIORS



Request for Proposal (RFP) Transportation Services

April 23, 2025

Appendix F

Decal Pricing

Decal pricing includes time required to prepare files, remove existing decals, produce new decal and install new decal. No changes to the decal pricing guide can be made by either party while this contract is in effect. The original term of this Agreement shall be from June 2025 through May 2027 (Term) with the option to renew for two (2) additional one (1) year terms.

- Materials quoted in Column A will be used for long-term advertising contracts.
- Materials quoted in Column B will be used for short-term campaigns or event advertising lasting no longer than 6 months.

		A	B
Vehicle Type and Decal Position	Dimensions	Minimum 2 Year Lifespan	6 Month Lifespan Material
<i>Light-Duty Vehicle</i>			
Full Height Decals (includes windows)			
Passenger Side	137.5" x 66"	\$2,000.00	\$2,000.00
Driver Side	206" x 66"	\$2,250.00	\$2,250.00
Rear	74" x 80"	\$1,350.00	\$1,350.00
Half-Height Decals (no windows)			
Passenger Side	137.5" x 22"	\$800.00	\$800.00
Driver Side	206" x 22"	\$850.00	\$850.00
<i>35-ft Heavy-Duty Vehicle</i>			
Full Height Decals (includes windows)			
Passenger Side	173" x 98"	\$2,350.00	\$2,350.00
Driver Side	197" x 98"	\$2,384.00	\$2,384.00
Rear	84" x 30"	\$750.00	\$750.00
Half-Height Decals (no windows)			
Passenger Side	173" x 43"	\$850.00	\$850.00
Driver Side	197" x 43"	\$900.00	\$900.00
<i>29-ft Heavy-Duty Vehicle</i>			
Full Height Decals (includes windows)			
Passenger Side	212.75" x 97.5"	\$2,700.00	\$2,700.00
Driver Side	217" x 97.5"	\$2,700.00	\$2,700.00
Half-Height Decals (no windows)			
Passenger Side	212.75" x 42.5"	\$925.00	\$925.00
Driver Side	217" x 42.5"	\$950.00	\$950.00

TRANSPORTATION SERVICES
FOR PRODUCTION, INSTALLATION,
AND REMOVAL OF CLIENT ADVERTISING
ON TRANSIT BUS EXTERIORS



Request for Proposal (RFP) Transportation Services

April 23, 2025

Appendix G

Insurance Requirements

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

INSURANCE SCHEDULE F

Class A:

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

Class B:

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

Class C:

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

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

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project # _____ 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.

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

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.

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

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

1) Policy shall include Waiver of Right to Recover from Others endorsement.

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

All Class A contractors with contract values in excess of \$10,000,000 must have umbrella/excess liability coverage of \$10,000,000.

All Class A and Class B contractors with contract values between \$500,000 and \$10,000,000 must have umbrella/excess liability coverage of \$3,000,000.

All Class A and B contractors with contract values less than \$500,000 must have umbrella/excess liability coverage of \$1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of \$3,000,000 umbrella regardless of the contract value.

E) POLLUTION LIABILITY

Coverage required: ___ Yes ___ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead,

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

asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.
- 7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability- Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ____ Yes ____ No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

\$_____ each occurrence (per limits required by Railroad)

\$_____ policy aggregate (per limits required by Railroad)

AND

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

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

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)



Appendix H:
Pricing Clarifications:

1. Pricing includes
 - a. Campaign design & account management
 - b. Printing
 - c. Installation
 - d. Removal
 - e. Proof of Performance pictures
2. Houck will work with client to execute print ready files OR design a campaign from scratch at no additional charge to client.
3. Campaigns will be installed within 15-20 days of artwork approval provided bus is available and access to The Jule garage is granted.
4. Houck is not responsible for damage to buses from campaigns Houck did not install.
5. Additional removal charges may apply for campaigns Houck did not print and install or material that has been on for 3 or more years.

Additional Services: Charge May Apply to advertiser

- a. Additional charges may apply to Client:
 - a. \$50 per revision beyond initial three;
 - b. *\$300 expedited installation fee. Subject to accounts that must be installed prior to 15 days after artwork approval.
 - c. *\$300 per session for on-street photography;
 - d. \$300 for logo creation or recreation that is not a workable file.
 - e. Cost to purchase of fonts/images if not provided. Cost to be determined based on cost of required elements.
 - f. Removal of campaigns Houck did not print and install or for material that has been on for 3 or more years.
 - i. Contractor will invoice City in the amount of \$500 for the removal of wraps.
 - ii. For removals that exceed 2 hours Contractor will invoice City at a rate of \$100/hour. *Subject to change

**City of Dubuque
City Council**

CONSENT ITEMS # 23.

ITEM TITLE:	Resolution Approving the Consent to Assignment in the matter of the Development Agreement by and between the City of Dubuque, Iowa and CARich Properties, LLC
SUMMARY:	City Manager recommending City Council adopt the attached Resolution approving the consent to the assignment by the Developer, CARich Properties, LLC, of its rights and obligations in the Development Agreement, dated August 3, 2025, by and between the City of Dubuque and CARich Properties, LLC, to Rider Lacy Block, LLC. RESOLUTION Approving The Assignment Of The Development Agreement By And Between The City Of Dubuque And CARich Properties, LLC To Rider Lacy Block, LLC
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	
	1. MVM Memo 2. MVM_Assignment Memo_12-10-2025 3. Resolution 4. Assignment of Development

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

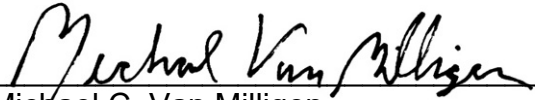
SUBJECT: Resolution Approving the Consent to Assignment in the matter of the Development Agreement by and between the City of Dubuque, Iowa and CARich Properties, LLC

DATE: December 11, 2025

Senior Counsel Barry Lindahl is recommending City Council adopt the attached Resolution approving the consent to the assignment by the Developer, CARich Properties, LLC, of its rights and obligations in the Development Agreement, dated August 3, 2025, by and between the City of Dubuque and CARich Properties, LLC, to Rider Lacy Block, LLC.

CARich Properties, LLC agreed to undertake the redevelopment of a vacant building located on the Property. The property was owned by CARich Properties, LLC, Managing Member, Chris Richard. CARich Properties, LLC has transferred the property to Rider Lacy Block, LLC and Rider Lacy Block, LLC will complete the redevelopment.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Barry Lindahl, Senior Counsel
Jill Connors, Economic Development Director



BARRY A. LINDAHL, ESQ.
SENIOR COUNSEL

M E M O

To: Michael C. Van Milligen
City Manager

DATE: December 15, 2025

RE: Resolution Approving the Consent to Assignment in the matter of the Development Agreement by and between the City of Dubuque, Iowa and CARich Properties, LLC

A Development Agreement by and among the City of Dubuque, Iowa, an Iowa Municipal Corporation, of Dubuque, Iowa, and CARich Properties, LLC was made regarding the following described premises:

The South One-Fifth and the South 14 Feet of the South Middle One-Fifth of Out Lot 440 in the City of Dubuque, Iowa, according to the United States Commissioners Map of the Town of Dubuque, Iowa

(locally known as 1706 Central Avenue).

The property at 1706 Central Avenue is a nearly vacant, mixed-use building in the Central Avenue Corridor.

CARich Properties, LLC agreed to undertake the redevelopment of a vacant building located on the Property. The property was owned by CARich Properties, LLC, Managing Member, Chris Richard. CARich Properties, LLC has transferred the property to Rider Lacy Block, LLC and Rider Lacy Block, LLC will complete the redevelopment..

This memorandum is a request for the City Council to adopt the attached Resolution approving the consent to the assignment by the Developer, CARich Properties, LLC, of its rights and obligations in the Development Agreement, dated August 3, 2025, by and between the City of Dubuque and CARich Properties, LLC, to Rider Lacy Block, LLC.

I recommend the attached Resolution approving the Consent to Assignment of the Development Agreement by CARich Properties, LLC to Rider Lacy Block, LLC be submitted to the City Council for consideration and adoption.

BAL:JLM

cc: Jill Connors, Economic Development Director

RESOLUTION NO. ____-25

APPROVING THE ASSIGNMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND CARICH PROPERTIES, LLC TO RIDER LACY BLOCK, LLC

WHEREAS, the City Council of the City of Dubuque on August 3, 2020, approved a Development Agreement by and between the City of Dubuque and CARich Properties, LLC as Developer; and

WHEREAS, pursuant to the terms of the Development Agreement, Developer is required to provide certain improvements to real estate legally described as:

THE SOUTH ONE-FIFTH AND THE SOUTH 14 FEET OF THE SOUTH MIDDLE ONE-FIFTH OF OUT LOT 440 IN THE CITY OF DUBUQUE, IOWA, ACCORDING TO THE UNITED STATES COMMISSIONERS MAP OF THE TOWN OF DUBUQUE, IOWA

; and

WHEREAS, CARich Properties LLC, as Developer, desires to assign all of its rights and obligations under the Development Agreement to Rider Lacy Block, LLC and Rider Lacy Block, LLC desires to accept such rights and obligations on the terms and conditions set forth in the Assignment of Development Agreement attached hereto; and

WHEREAS, the Development Agreement requires the consent of City to an assignment; and

WHEREAS, the City Council finds that consent to the Assignment of Development Agreement is in the best interest of the City of Dubuque.

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

SECTION 1. The Assignment of Development Agreement is hereby approved.

SECTION 2. The Mayor is hereby authorized and directed to execute the Assignment of Development Agreement on behalf of the City of Dubuque.

Passed, approved and adopted the _____ day of _____, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT OF DEVELOPMENT AGREEMENT (Assignment), dated for reference purposes the 10th day of December, 2025, is made and entered into by and between CARich Properties, LLC (Assignor Developer) and Rider Lacy Block, LLC (Assignee Developer).

WHEREAS, the City of Dubuque (City) and Developer entered into a Development Agreement dated August 3, 2020 (the Development Agreement), as amended; and

WHEREAS, pursuant to the terms of the Development Agreement, Developer is required to provide certain Minimum Improvements to real estate legally described as:

THE SOUTH ONE-FIFTH AND THE SOUTH 14 FEET OF THE SOUTH MIDDLE ONE-FIFTH OF OUT LOT 440 IN THE CITY OF DUBUQUE, IOWA, ACCORDING TO THE UNITED STATES COMMISSIONERS MAP OF THE TOWN OF DUBUQUE, IOWA

(the Property); and

WHEREAS, Developer desires to assign all of its rights and obligations under the Development Agreement to Rider Lacy Block, LLC and Rider Lacy Block, LLC desires to accept such rights and obligation on the terms and conditions set forth in this Assignment of Development Agreement; and

WHEREAS, the Development Agreement requires the consent of City to an assignment; and

WHEREAS, the City Council finds that consent to the Assignment of Development Agreement is in the best interest of City.

NOW, THEREFORE, the parties to this Assignment of Development Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

RIDER LACY BLOCK, LLC


Chris Richard, President

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 10th day of December, 2025 before me, a Notary Public in and for said state, personally appeared Chris Richard, to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



D. FLINT DRAKE
Commission No. N136711
My Commission Expires
9/20/2027


Notary Public in the State of Iowa

The City of Dubuque, Iowa does hereby consent to the foregoing Assignment of Development Agreement and releases CARich Properties, LLC from any obligations as Developer that accrue under the terms of the Development Agreement after the date hereof.

Brad M. Cavanagh, Mayor

**City of Dubuque
City Council**

CONSENT ITEMS # 24.

ITEM TITLE: Adoption of Supplement Number 2025 S-18 to the City of Dubuque Code of Ordinances

SUMMARY: City Clerk recommending approval of the resolution adopting Supplement No. 2025 S-18 as part of the Code of Ordinances of the City of Dubuque.
RESOLUTION Adopting Supplement No. 2025 S-18 To The Code Of Ordinances Of The City Of Dubuque, Iowa

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

ATTACHMENTS:

1. Staff Memo
2. Resolution
3. Supplement No. 2025 S-18



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

TO: Mayor Brad M. Cavanagh and City Council Members

FROM: Adrienne N. Breitfelder, City Clerk

SUBJECT: Adoption of Supplement Number 2025 S-18 to the City of Dubuque Code of Ordinances

DATE: December 10, 2025

The attached resolution provides for the adoption of Supplement Number S-18 of November 2025 to the City of Dubuque Code of Ordinances, which codifies ordinances up to and including Ordinance No. 38-25 as adopted by the City Council through October 6, 2025.

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

380.8 Code of ordinances published

1. a. A city shall compile a code of ordinances containing all the city ordinance in effect, except grade ordinances, bond ordinances, zoning map ordinances, ordinances vacating streets and alleys, and ordinances containing legal descriptions of urban revitalization areas and urban renewal areas.
- b. A city may maintain a code of ordinances either by compiling at least annually a supplement to the code of ordinances consisting of all new ordinances and amendments to ordinances which became effective during the previous year and adopting the supplement by resolution or by adding at least annually new ordinances and amendments to ordinances to the code of ordinances itself.
- c. A city which does not maintain the city code of ordinances as provided in paragraph "b" shall compile a code of ordinances at least once every five years.

....

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

I respectfully request City Council approval of the resolution adopting Supplement No. 2025 S-18 as part of the Code of Ordinances of the City of Dubuque.

RESOLUTION NO. -25

ADOPTING SUPPLEMENT NO. 2025 S-18 TO THE CODE OF ORDINANCES OF THE CITY OF DUBUQUE, IOWA

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

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

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

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

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

Section 1. That Supplement No. 2025 S-18 to the City of Dubuque Code of Ordinances, which codifies ordinances up to and including Ordinance No. 38-25 as adopted by the City Council through October 6, 2025, is hereby adopted, and becomes part of the Code of Ordinances of the City of Dubuque, Iowa.

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breittfelder, City Clerk

DUBUQUE, IOWA
Instruction Sheet
November 2025 - S-18 Supplement

REMOVE OLD PAGES

INSERT NEW PAGES

VOLUME I

Cover Page

Cover Page

Preface

Preface

VOLUME II

Cover Page

Cover Page

14-1J-2, Section 605.2. Receptacles...,
through 14-1J-3, A. (4 Pages)

14-1J-2, Section 605.2. Receptacles...,
through 14-1J-3, A. (4 Pages)

KED 11/25

CITY CODE
of
DUBUQUE
IOWA

Code current through:
Ord. 38-25, passed 10-6-2025

Published by:

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PREFACE

This code of the City of Dubuque, as supplemented, contains ordinances up to and including ordinance 38-25, passed October 6, 2025. Ordinances of the City adopted after said ordinance supersede the provisions of this code to the extent that they are in conflict or inconsistent therewith. Consult the City office in order to ascertain whether any particular provision of the code has been amended, superseded or repealed.

American Legal
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Cincinnati, Ohio

November 2025

City of Dubuque

CITY CODE
of
DUBUQUE
IOWA

Code current through:
Ord. 38-25, passed 10-6-2025

Published by:

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Section 605.2. Receptacles. Amended to add:

605.2. Receptacle outlets shall be provided in compliance with this section.

605.2.1 Requirements. Every habitable space in a dwelling shall contain not less than one (1) receptacle outlets. Every bathroom shall contain not less than one (1) receptacle outlet. All receptacle outlets shall have the appropriate faceplate cover for the location.

605.2.2 Personal protection. Every laundry area shall contain not less than one grounding-type receptacle outlet or a receptacle outlet with a ground fault circuit interrupter (GFCI) protection. All receptacle outlets within six feet (6') of a sink, tub or shower shall have ground fault circuit interrupter (GFCI) protection.

Exception:

- a. Two hundred forty (240) volt receptacle outlets.
- b. Receptacle outlets within a cabinet.
- c. Inaccessible receptacle outlets behind a refrigerator or freezer.

Section 702.4. Emergency escape openings. Amended to read:

702.4. Emergency escape and rescue openings. Basements, habitable attics, and every sleeping room shall not have less than one operable emergency escape and rescue opening. Where basements contain one or more sleeping rooms, an emergency escape and rescue opening shall be required in each sleeping room. Emergency escape and rescue openings shall open directly into a public way, or to a yard or court having a minimum width of 36 inches (914 mm) that opens to a public way. Emergency escape and rescue openings shall have minimum dimensions in accordance with 702.4.1 through 704.2.3 of this code.

Exception: Window replacements permitted between April 11, 2016 and the effective date of this ordinance that serve as the required emergency escape and rescue opening will be allowed to remain as long as they meet the following requirements:

- a. Window was permitted as required by the City of Dubuque.
- b. Window was approved as code compliant as documented by the City of Dubuque.

November 2025

702.4.1 Minimum size. Emergency escape and rescue openings shall have a net clear opening of not less than 4.0 square feet (0.370 m²).

702.4.2 Minimum dimensions. The minimum net clear opening height dimension shall be 22 inches (558 mm). The minimum net clear opening width dimension shall be 20 inches (508 mm). The net clear opening dimensions shall be the result of normal operation of the opening.

702.4.3 Maximum height from floor. Emergency escape and rescue openings shall have the bottom of the clear opening not greater than 48 inches (1219 mm) above the floor.

Exception: An existing finished sill height may exceed 48 inches (1219 mm) above the floor if the following conditions are met:

- a. A platform capable of supporting a live load of 300 pounds shall be permanently affixed at the interior of the structure. This platform shall be no lower than 20 inches (508 mm) above the floor and no higher than 36 inches (914 mm) above the floor. The distance from the platform to the bottom of the clear opening shall not exceed 36 inches (914 mm). The platform shall extend outward from the wall a minimum of 18 inches (457 mm) and shall be a minimum of 36 inches (914 mm) wide or as wide as the clear openable width of the window, whichever is greater, or another approved method/platform.
- b. The building is equipped with smoke alarms installed in accordance with Section R314 of the International Residential Code in one- and two-family dwellings, or Section 907.2.10 of the International Building Code for all other structures, regardless of the valuation of the alteration.

704.6.3 Power source. Amended to read:

704.6.3 Power source.

704.6.3.1 General.

Single-station smoke alarms shall receive their primary power the building wiring provided that such wiring is served from a commercial source and shall be equipped with a battery backup. Smoke alarms with integral strobes that are not equipped with battery backup shall be connected to an emergency electrical system. Smoke alarms shall emit a signal when the batteries are low. Wiring shall be permanent and without a disconnecting switch other than as required for overcurrent protection.

Exceptions:

1. Smoke alarms are permitted to be solely battery operated in existing buildings where construction is not taking place, provided that the battery is nonremovable, nonreplaceable and powers the alarm for at least ten years.
2. Smoke alarms are permitted to be solely battery operated in buildings that are not served from a commercial power source, provided that the battery is nonremovable, nonreplaceable and powers the alarm for at least ten years.
3. Smoke alarms are permitted to be solely battery operated in existing areas of buildings undergoing alterations or repairs that do not result in the removal of interior walls or ceiling finishes exposing the structure, unless there is an attic, crawl space or basement available that could provide access for building wiring without the removal of interior finishes, provided that the battery is nonremovable, nonreplaceable and powers the alarm for at least ten years.

704.6.3.2 Battery-Powered Smoke Alarms in Federally Assisted Housing.

After December 23, 2024, battery-powered smoke alarms listed in accordance with UL 217 must be powered by a nonremovable, nonreplaceable battery that powers the alarm for at least ten years if installed in any of the following federally assisted housing:

1. Public Housing, Tenant-Based Assistance, And Project-Based Assistance -The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.)
2. Supportive Housing For The Elderly .-Section 202(j) of the Housing Act of 1959 (12 U.S.C. 1701q(j))
3. Supportive Housing For Persons With Disabilities -Section 811(j) of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 8013(j))
4. Housing Opportunities For Persons With AIDS.-Section 856 of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12905)
5. Rural Housing.-Title V of the Housing Act of 1949 (42 U.S.C. 1471 et seq.)
6. Farm Labor Housing Direct Loans & Grants.-Section 516 of the Housing Act of 1949 (42 U.S.C. 1486)

April 2025

704.6.3.3 Battery-Powered Smoke Alarm Replacement.

After January 1, 2025, a battery-powered smoke alarm listed in accordance with UL 217 that replaces an existing battery-powered smoke alarm must be powered by a nonremovable, nonreplaceable battery that powers the alarm for at least ten years.

Exception: The nonremovable, nonreplaceable battery requirements do not apply to a fire alarm, smoke detector, smoke alarm, or ancillary component that is electronically connected as a part of a centrally monitored or supervised alarm system; that uses a low-power, radio frequency wireless communication signal.

704.6.3.4 Battery-Powered Smoke Alarm Compliance Date.

On January 1, 2030 all existing battery-powered smoke alarms must be powered by a nonremovable, nonreplaceable battery that powers the alarm for at least ten years.

Appendix A - Do not adopt

Appendix B - Do not adopt

(Ord. 30-16, 6-20-2016, eff. 7-1-2016; amd. Ord. 34-17, 7-5-2017; Ord. 45-19, 9-3-2019; Ord. 35-20, 9-21-2020; Ord. 17-21, 5-3-2021; Ord. 36-21, 10-18-2021; Ord. 19-22, 5-2-2022; Ord. 25-23, 5-15-2023; Ord. 49-24, 9-3-2024; Ord. 60-24, 11-4-2024; Ord. 38-25, 10-6-2025)

14-1J-3: **RENTAL LICENSES:**

- A. Rental License Required: No property owner, manager, or licensed real estate professional may let to another for rent and/or occupancy any dwelling, dwelling unit, housekeeping unit, rooming house, rooming unit, or sleeping unit, as defined by the Property Maintenance Code and hereinafter cumulatively referred to as "rental unit" in the City unless such person holds a current rental

November 2025

**City of Dubuque
City Council**

CONSENT ITEMS # 25.

ITEM TITLE: Approval of Retail Alcohol Licenses

SUMMARY: City Manager recommending City Council approval of retail alcohol licenses as submitted.
RESOLUTION Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits

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

ATTACHMENTS:

1. MVM Memo
2. Police Chief Staff Memo
3. City Clerk Staff Memo
4. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Retail Alcohol Licenses for the following:

Annual Renewals

- The Morocco, 1413 Rockdale Rd.
- Magoo's Pizza, 1875 University Ave.
- EL1 Dubuque, 555 John F. Kennedy Rd., Suite 415
- Dubuque Museum of Art, 1000 Jackson St., Suite 105
- Brazen Open Kitchen Bar, 955 Washington St., Suite 101
- Dubuque Golf & Country Club, 1800 Randall Pl.
- TownePlace Suites by Marriott-Dubuque, 1151 Washington St.
- Swagat Indian Cuisine, 1108 Locust St.
- Hy-Vee Clubroom, 400 South Locust St., Clubroom Area
- AMC Theatres Dubuque 14, 2835 NW Arterial
- Baymont Inn & Suites, 4025 McDonald Dr.

New Applications

- Downtown Gas & Grocery, 1401 Central Ave.
- Fat Tuesday's, 1121 University Ave.
- La Leona, 2075 John F Kennedy Rd. Building 2075
- El Dorado II, 3333 Asbury Rd.

Special Event(s) per Special Event Application Submittal

- Stone Cliff Winery - 1-9-26 to 1-13-26, 405 Main St.

New Applications Provisional Issuances

- Dubuque Museum of Art, permanently moved from 350 East Third St. to 1000 Jackson St.

DATE: December 10, 2025

Chief of Police Jeremy Jensen is recommending City Council approval of the Retail Alcohol License renewals for: The Morocco, 1413 Rockdale Rd., Magoo's Pizza, 1875 University Ave., EL1 Dubuque, 555 John F. Kennedy Rd., Suite 415, Dubuque Museum of Art, 1000 Jackson St., Suite 105, Brazen Open Kitchen Bar, 955 Washington St., Suite 101, Dubuque Golf & Country Club, 1800 Randall Pl., TownePlace Suites by Marriott-Dubuque, 1151 Washington St., Swagat Indian Cuisine, 1108 Locust St., Hy-

Vee Clubroom, 400 South Locust St., Clubroom Area, AMC Theatres Dubuque 14,
2835 NW Arterial, Baymont Inn & Suites, 4025 McDonald Dr.

City Clerk Adrienne Breitfelder is recommending City Council approval for New
Applications: Downtown Gas & Grocery, 1401 Central Ave.; Fat Tuesday's, 1121
University Ave.; La Leona, 2075 John F Kennedy Rd. Building 2075
El Dorado II, 3333 Asbury Rd.; Special Event(s) per Special Event Application
Submittal: Stone Cliff Winery - 1-9-26 to 1-13-26, 405 Main St.; New Applications
Provisional Issuances: Dubuque Museum of Art, permanently moved from 350 East
Third St. to 1000 Jackson St.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jeremy Jensen, Chief of Police
Adrienne Breitfelder, City Clerk
Trish Gleason, Assistant City Clerk

MEMORANDUM

DATE: December 5, 2025

TO: Michael C. Van Milligen
City Manager

FROM: Jeremy R. Jensen
Chief of Police

RE: Retail Alcohol Licenses for the following:

- The Moracco, 1413 Rockdale Rd.
- Magoo's Pizza, 1875 University Ave.
- EL1 Dubuque, 555 John F. Kennedy Rd., Suite 415
- Dubuque Museum of Art, 1000 Jackson St., Suite 105
- Brazen Open Kitchen Bar, 955 Washington St., Suite 101
- Dubuque Golf & Country Club, 1800 Randall Pl.
- TownePlace Suites by Marriott-Dubuque, 1151 Washington St.
- Swagat Indian Cuisine, 1108 Locust St.
- Hy-Vee Clubroom, 400 South Locust St., Clubroom Area
- AMC Theatres Dubuque 14, 2835 NW Arterial
- Baymont Inn & Suites, 4025 McDonald Dr.

INTRODUCTION

The purpose of this memorandum is to recommend the annual renewal of the above retail alcohol license establishments and to highlight the calls for service related to incidences of disturbances, crimes against persons, crimes against property, and public morals occurring at the business since the last liquor license renewal.

BACKGROUND

Regarding the listed establishments, the following is a summary of activity since their last renewal. The following key provides a brief description of those calls for service displaying four areas of concern.

Disturbances	Includes physical fighting, verbal arguments, loud music and/or subjects and all other disorderly behavior not already listed
Crimes Against Persons	Includes Assault and Harassment
Crimes Against Property	Includes Burglary, Criminal Mischief and Theft
Public Morals	Includes Public Intoxication and Possession of Controlled Substances

DISCUSSION

•The Morocco, 1413 Rockdale Rd.

Since the last renewal date there have been 1 call for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 1 public morals call. Additionally, there were 1 individual violation and 0 violations against the business.

•Magoo's Pizza, 1875 University Ave.

Since the last renewal date there have been 1 call for service to the establishment. There were 1 disturbance, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

•EL1 Dubuque, 555 John F. Kennedy Rd., Suite 415

Since the last renewal date there have been 0 call for service to the establishment. There were 0 disturbance, 0 crimes against persons, 0 crimes against property, and 0 public morals call. Additionally, there were 0 individual violations and 0 violations against the business.

•Dubuque Museum of Art, 1000 Jackson St., 105

Since the last renewal date there have been 0 call for service to the establishment. There were 0 disturbance, 0 crimes against persons, 0 crimes against property, and 0 public morals call. Additionally, there were 0 individual violations and 0 violations against the business.

•Brazen Open Kitchen Bar, 955 Washington St. Suite 101

Since the last renewal date there have been 1 call for service to the establishment. There were 0 disturbance, 0 crimes against persons, 1 crime against property, and 0 public morals call. Additionally, there were 0 individual violation and 0 violations against the business.

•Dubuque Golf & Country Club, 1800 Randall Pl.

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 1 crime against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

<i>DPD Case #</i>	<i>Type of Call/Circumstances</i>	<i>Disposition</i>
2025-080642	Theft	Handled by Officer

•TownePlace Suites by Marriott – Dubuque, 1151 Washington St.

Since the last renewal date there have been 0 calls for service to the establishment. There were 1 disturbance, 1 crime against persons, 2 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

<i>DPD Case #</i>	<i>Type of Call/Circumstances</i>	<i>Disposition</i>
2025-009611	Disturbance	Handled by Officer
2025-020003	Harassment	Handled by Officer
2025-004229	Theft	Report Taken
2025-004328	Theft	Report Taken

•Swagat Indian Cuisine, 1108 Locust St.

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

•Hy-Vee Clubroom, 400 South Locust St., Clubroom Area

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbance, 0 crime against persons, 0 crime against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

•AMC Theatres Dubuque 14, 2835 NW Arterial

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbance, 0 crime against persons, 0 crime against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

•Baymont Inn & Suites, 4025 McDonald Dr.

Since the last renewal date there have been 0 calls for service to the establishment. There were 0 disturbance, 0 crime against persons, 0 crime against property, and 1 public morals call. Additionally, there were 0 individual violations and 0 violations against the business.

<i>DPD Case #</i>	<i>Type of Call/Circumstances</i>	<i>Disposition</i>
2025-006130	Intox	Report Taken

RECOMMENDATION

Based upon a review of the above businesses, we would recommend approval of the annual retail alcohol licenses for: The Morocco, 1413 Rockdale Rd., Magoo's Pizza, 1875 University Ave., EL1 Dubuque, 555 John F. Kennedy Rd., Suite 415, Dubuque Museum of Art, 1000 Jackson St., Suite 105, Brazen Open Kitchen Bar, 955 Washington St., Suite 101, Dubuque Golf & Country Club, 1800 Randall Pl., TownePlace Suites by Marriott-Dubuque, 1151 Washington St., Swagat Indian Cuisine, 1108 Locust St., Hy-Vee Clubroom, 400 South Locust St., Clubroom Area, AMC Theatres Dubuque 14, 2835 NW Arterial, Baymont Inn & Suites, 4025 McDonald Dr.

ACTION REQUESTED

Action requested is for City Council consideration to approve the retail alcohol license renewals for: The Moracco, 1413 Rockdale Rd., Magoo's Pizza, 1875 University Ave., EL1 Dubuque, 555 John F. Kennedy Rd., Suite 415, Dubuque Museum of Art, 1000 Jackson St., Suite 105, Brazen Open Kitchen Bar, 955 Washington St., Suite 101, Dubuque Golf & Country Club, 1800 Randall Pl., TownePlace Suites by Marriott-Dubuque, 1151 Washington St., Swagat Indian Cuisine, 1108 Locust St., Hy-Vee Clubroom, 400 South Locust St., Clubroom Area, AMC Theatres Dubuque 14, 2835 NW Arterial, Baymont Inn & Suites, 4025 McDonald Dr.

cc: Crenna Brumwell, City Attorney
Adrienne N. Breitfelder, City Clerk

TO: Michael C. Van Milligen, City Manager

FROM: Adrienne N. Breitfelder, City Clerk

DATE: November 10, 2025

SUBJECT: Retail Alcohol License Approvals for the following:

New Applications

Downtown Gas & Grocery, 1401 Central Ave.

Fat Tuesday's, 1121 University Ave.

La Leona, 2075 John F Kennedy Rd. Building 2075

El Dorado II, 3333 Asbury Rd.

Special Event(s) per Special Event Application Submittal

Stone Cliff Winery - 1-9-26 to 1-13-26, 405 Main St.

New Applications Provisional Issuances

Dubuque Museum of Art, permanently moved from 350 East Third St. to 1000 Jackson St.

INTRODUCTION

The purpose of this memorandum is to recommend the approval of the above noted retail alcohol license applications.

BACKGROUND

State and city codes require a retail alcohol license to sell beer, wine, or liquor within the city. The Iowa Department of Revenue Alcohol and Tax Compliance Division (Division) manages the application and licensing process. The Iowa Alcoholic Beverages Division (ABD) previously managed this process but was merged into the Iowa Department of Revenue in 2024, leading to a new division name. The Division works in coordination with cities, which serve as the local authority under State Code Chapter 123 on alcoholic beverage control. In Dubuque, the City Clerk's Office acts as the local authority for retail alcohol license applications, processing each application on the city's behalf. When an applicant applies for a retail alcohol license, they must receive approval from the local authority before the application is forwarded to the Division for further action.

DISCUSSION

The City Clerk's Office submits recommendations to the City Council for approval of all new retail alcohol license applications, additional privileges, and amendments. While new applications include special events, the City Clerk's Office highlights these separately in memos and resolutions for easy reference.

Per City Code §4-2B-9, City Council action is required before an application is submitted to the Division. However, §4-2B-9 also authorizes the City Clerk's Office to issue provisional approval for new and renewal applications before a regularly scheduled City Council meeting, provided the applicant has met all city and state application and inspection requirements. Provisional approval is granted when necessary and is subsequently placed on the next City Council agenda for formal review and either approval or revocation. All applications listed above have met the relevant city and state requirements.

The Dubuque Police Department submits recommendations for retail alcohol license renewal applications via a separate memo in which they detail their annual calls for service on each establishment.

RECOMMENDATION

I respectfully request approval of the above noted retail alcohol license applications as submitted.

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jeremy Jensen, Police Chief

Prepared by: Trish Gleason, Assistant City Clerk

RESOLUTION NO.

APPROVING APPLICATIONS FOR RETAIL ALCOHOL LICENSES, AS REQUIRED BY CITY OF DUBUQUE CODE OF ORDINANCES TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 2 LIQUOR CONTROL, ARTICLE B LIQUOR, BEER AND WINE LICENSES AND PERMITS

WHEREAS, applications for retail alcohol licenses have been submitted and filed with the City Council for approval, and the same have been examined, provisionally approved, and/or approved; and

WHEREAS, the premises to be occupied by such applicants were inspected and found to comply with the Ordinances of the City; and

WHEREAS, the applicants have filed the proper fees and bonds to the Iowa Department of Revenue Alcohol and Tax Compliance Division and have otherwise complied with the requirements of the Code of Ordinances.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued at the noted premise address to the following applicants pending submission of the locally required documentation:

New Applications	
Downtown Gas & Grocery	1401 Central Ave.
Fat Tuesday's	1121 University Ave.
La Leona	2075 John F Kennedy Rd. Building 2075
El Dorado II	3333 Asbury Rd.
Renewals	
AMC Theatres Dubuque 14	2835 NW Arterial
Baymont Inn & Suites	4025 McDonald Dr.
Brazen Open Kitchen Bar	955 Washington St., Suite 101
Dubuque Golf & Country Club	1800 Randall Pl.
Dubuque Museum of Art	1000 Jackson St. Suite 105
EL1 Dubuque	555 John F Kennedy Rd. Suite 415
Hy-Vee Clubroom	400 South Locust St., Clubroom Area
Magoo's Pizza	1875 University Ave.
Swagat Indian Cuisine	1108 Locust St.
The Morocco	1413 Rockdale Rd.
TownePlace Suites by Marriott - Dubuque	1151 Washington St.

Special Event(s) per Special Event Application Submittal	
Stone Cliff Winery - 1-9-26 to 1-13-26	405 Main St.
New Applications Provisional Issuances	
Dubuque Museum of Art	Permanently moved from 350 East Third St. to 1000 Jackson St.

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

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

CONSENT ITEMS # 26.

ITEM TITLE: Approval of Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permit Applications

SUMMARY: City Manager recommending City Council approval of the retail tobacco, tobacco products, alternative nicotine products, vapor products, and device permits as submitted.
RESOLUTION Approving Applications for Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permits, as Required by Iowa Code 453A.47A and 453E.3

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

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

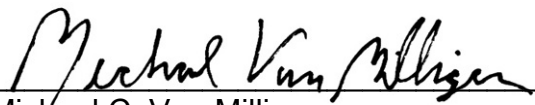
SUBJECT: Approval of Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permit Applications

DATE: December 10, 2025

City Clerk Adrienne Breitfelder is recommending City Council approval of the permits for retail tobacco, tobacco products, alternative nicotine products, vapor products, and devices effective from December 16, 2025, to June 30, 2026, for the following retailers:

Business Name	Business Address	Permit Type
Dr Bob's Cloud Lab	3350 Central Grove Dr. Suite 2	Retail Tobacco

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Adrienne Breitfelder, City Clerk
Trish Gleason, Assistant City Clerk



City Clerk's Office
City Hall
50 W. 13th Street
Dubuque, IA 52001-4864
(563) 589-4100 office
(563) 589-0890 fax
ctyclerk@cityofdubuque.org
www.cityofdubuque.org

TO: Michael C. Van Milligen, City Manager

FROM: Adrienne N. Breitfelder, City Clerk

SUBJECT: Approval of Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permit Applications

DATE: December 2, 2025

Pursuant to Iowa Code §453A.47A and §453E.3, a retail permit is required to sell tobacco, tobacco products, alternative nicotine products, vapor products, or devices at any place of business or through delivery sales within the state of Iowa. All permits expire annually on June 30 and are classified as either device retailer permits, or retail tobacco permits, with the latter covering tobacco, tobacco products, alternative nicotine products, and vapor products. The Iowa Department of Revenue (IDOR) administers the retail permitting requirements outlined in these sections and coordinates with local governments on permit approvals. The City Clerk's Office is responsible for processing all permit applications for businesses located within city limits. Once a completed application is received, it is approved by the City Council before it is submitted to the IDOR for further action.

Upon confirmation that the City Clerk's Office has received the completed applications, I recommend approving the permits for retail tobacco, tobacco products, alternative nicotine products, vapor products, and device effective from December 16, 2025, to June 30, 2026, for the following retailers.

Business Name	Business Address	Permit Type
Dr Bob's Cloud Lab	3350 Central Grove Dr. Suite 2	Retail Tobacco

Prepared by: Trish Gleason, Assistant City Clerk

RESOLUTION NO.

APPROVING APPLICATIONS FOR TOBACCO RETAIL, TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, VAPOR PRODUCTS OR DEVICES, AS REQUIRED BY IOWA CODE 453A.47A AND 453E.3

WHEREAS, applications for Tobacco/Tobacco Products/Alternative Nicotine Products/Vapor Products or Device retail s have been submitted and filed with the City Clerk; and

WHEREAS, the applicants have filed the proper application and fees as required by the Iowa Department of Revenue; and

WHEREAS, applications are presented to City Council for approval.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued the following named applicants and locations for a Cigarette/Device/Tobacco/Nicotine/Vapor product or retail device effective from December 16, 2025, to June 30, 2026.

Business Name	Business Address	Permit Type
Dr Bob's Cloud Lab	3350 Central Grove Dr. Suite 2	Retail Tobacco

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 1.

ITEM TITLE: Setting a Public Hearing to Dispose of City Owned Property North of Cedar Crest Court in Dubuque Iowa

SUMMARY: City Manager recommending City Council adopt a resolution setting a public hearing for the disposal of City Owned Property lying north of Cedar Crest Court in Dubuque Iowa be held on January 5, 2026.
RESOLUTION Of Intent To Dispose Of An Interest In City Of Dubuque Real Estate Located North Of Cedar Crest Court Pursuant To Agreements Between The City Of Dubuque And JJR Investments, LLC And Between The City Of Dubuque And BNZ Properties, LLC

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for January 5, 2026

ATTACHMENTS:

1. MVM Memo
2. 1 Staff Memo set ph jjri & bnzp
3. 2 Resolution set ph jjri & bnzp
4. 3 JJRI Rauen Purchase Agreements for the Sale of City Owned Unnee
5. 4 BNZ Property Purchase Agreements for the Sale of City Owned Unnee
6. 5 Cedar Crest Ct Exhibit A 06132024
7. 6 crf place no 21 recorded
8. 7 Notice of Public Hearing jjri & bnzp

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Setting a Public Hearing to Dispose of City Owned Property North of Cedar Crest Court in Dubuque Iowa

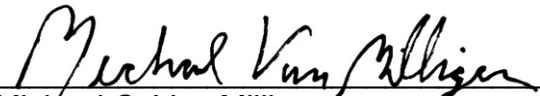
DATE: December 9, 2025

City Engineer Gus Psihoyos is recommending City Council adopt a resolution setting a public hearing for the disposal of City Owned Property lying north of Cedar Crest Court in Dubuque Iowa be held on January 5, 2026.

The City of Dubuque is the current owner of the real property described as Lots 1, 2, 3 and 4 of Cedar Ridge Farm Place No. 21, in the City of Dubuque, Iowa. This property was deeded to the City along with the stormwater detention basin lot by the developer of Cedar Ridge Farm Place No. 15.

Recently, the City was contacted by the adjacent property owners on Cedar Crest Court with inquiries about acquiring portions of the subject property for a proposed residence and possible expansions of commercial businesses in the future.

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

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: December 8, 2025

RE: Setting a Public Hearing to Dispose of City Owned Property North of Cedar Crest Court in Dubuque Iowa

INTRODUCTION

This memorandum requests City Council approval of a resolution setting a public hearing for the disposal of City Owned Property lying north of Cedar Crest Court in Dubuque Iowa.

BACKGROUND

The City of Dubuque is the current owner of the real property described as Lots 1, 2, 3 and 4 of Cedar Ridge Farm Place No. 21, in the City of Dubuque, Iowa. This property was deeded to the City along with the stormwater detention basin lot by the developer of Cedar Ridge Farm Place No. 15.

Recently, the City was contacted by the adjacent property owners on Cedar Crest Court with inquiries about acquiring portions of the subject property for a proposed residence and possible expansions of commercial businesses in the future.

DISCUSSION

The City has drafted and executed agreements with three adjacent property owners which are JJR Investments LLC, BNZ Properties, LLC, and Jeremy and Andrea Biedermann. Red Squirrell Development, LLC and BM Properties LLC were contacted by the City and they have waived their right to purchase their respective portions. BNZ Properties, LLC and Jeremy and Andrea Biedermann have agreed to split the Red Squirrell Development, LLC and BM Properties LLC portion equally.

The agreements include the following provisions:

- Purchase price of \$1 for each of the properties
- Each of the three property owners are responsible for one-third of the total surveying, public notice, and recordation costs
- Subject properties from City cannot be developed in the future unless combined with the current private properties

- The City has reserved a 100' sanitary sewer and recreational trail easement near the railroad and Catfish Creek over the properties to be sold to the private property owners for possible future improvements

Per Resolution No. 159-25 the City Council approved the Final Plat of Cedar Ridge Farm Place No. 21 dividing the subject City property to facilitate the sale of the lots/areas per the agreements with the three private property owners.

The currently proposed dispositions are described below and as shown in the attached property owner agreements:

- Lot 1 of Cedar Ridge Farm Place No. 21 to JJR Investments, LLC
- Lots 2 and 3 of Cedar Ridge Farm Place No. 21 to BNZ Properties, LLC

The conveyance of the portion to Biedermann is being delayed several months due to an ongoing floodplain permitting issue between the property owner, the City, and the Iowa DNR.

BUDGET IMPACT

None

RECOMMENDATION

I respectfully request that the properties be conveyed to JJR Investments, LLC and BNZ Properties, LLC, as indicated above, and that a public hearing be set for the disposition of the City's interest in the subject areas on January 5, 2026, through adoption of the enclosed resolution.

RESOLUTION NO. _____-25

RESOLUTION OF INTENT TO DISPOSE OF AN INTEREST IN CITY OF DUBUQUE REAL ESTATE LOCATED NORTH OF CEDAR CREST COURT PURSUANT TO AGREEMENTS BETWEEN THE CITY OF DUBUQUE AND JJR INVESTMENTS, LLC AND BETWEEN THE CITY OF DUBUQUE AND BNZ PROPERTIES, LLC

Whereas, the City of Dubuque, Iowa (City) is the owner of the real property described as Lots 1, 2, and 3 of Cedar Ridge Farm Place No. 21, in the City of Dubuque, Iowa; and

Whereas, City and JJR Investments, LLC have entered into an Agreement for the sale of City property described as Lot 1 of Cedar Ridge Farm Place No. 21 lying north of and adjacent to the JJR Investments, LLC property on Cedar Crest Court to JJR Investments, LLC; and

Whereas, City and BNZ Properties, LLC have entered into an Agreement for the sale of City property described as Lots 2 and 3 of Cedar Ridge Farm Place No. 21 lying north of and adjacent to the BNZ Properties, LLC property on Cedar Crest Court to BNZ Properties, LLC; and

Whereas, per Resolution No. 159-25 the City Council approved the Final Plat of Cedar Ridge Farm Place No. 21 dividing City land to facilitate the sale of the properties per the JJR Investments, LLC and BNZ Properties, LLC agreements; and

Whereas, the Code of Iowa requires that the City Clerk publish 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. That the City of Dubuque intends to dispose of its interest in Lot 1 of Cedar Ridge Farm Place No. 21, in the City of Dubuque, Iowa by quit claim deed to JJR Investments, LLC pursuant to the executed Agreement attached hereto.

Section 1. That the City of Dubuque intends to dispose of its interest in Lots 2 and 3 of Cedar Ridge Farm Place No. 21, in the City of Dubuque, Iowa by quit claim deed to BNZ Properties, LLC pursuant to the executed Agreement attached hereto.

Section 2. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City's intent to dispose of the foregoing-described Property, to be held on the 5th day of January, 2026, at 6:30 p.m. in the City Council Chambers at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa.

Section 3. That a public hearing, and/or by virtual means, on the intent to dispose of Lots 1, 2, and 3 of Cedar Ridge Farm Place No. 21, in the City of Dubuque, Iowa, per Sections 1 and 2 above is hereby set for the 5th day of January, 2026, at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa, beginning at 6:30 p.m., and the City Clerk be and is hereby authorized and directed to cause a notice of public hearing on the intent to vacate said real estate to be published in the manner as prescribed by law.

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**AGREEMENT BY
AND BETWEEN
JJR INVESTMENTS LLC
AND
THE CITY OF DUBUQUE, IOWA**

This Agreement, dated for reference purposes the 21st day of January, 2025, ~~2024~~, is made and executed by and between the City of Dubuque, Iowa, (City), a municipal corporation, and JJR INVESTMENTS LLC (JJRI).

WHEREAS, JJRI is the owner of property located on Cedar Crest Court and legally described as LOT 2 CEDAR RIDGE INDUSTRIAL PLACE NO. 6 (the JJRI Property); and

WHEREAS, City is the owner of the property legally described as LOT L CEDAR RIDGE FARM PLACE NO. 15 lying adjacent to the JJR Property on Cedar Crest Court (the City Property); and

WHEREAS, JJRI is requesting the sale of a portion of the City Property being approximately 1.5 acres in size and as generally shown on the attached Exhibit A; and

WHEREAS, the sale will require the subdivision of the City Property; and

WHEREAS, JJRI and City desire to enter into an agreement with respect to the proposed sale of the portion of City Property as set forth herein.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

SECTION 1. CITY RESPONSIBILITIES.

- 1.1 Subject to all of the conditions set forth herein, City will sell approximately 1.5 acres of the City Property, as generally shown on Exhibit A, to JJRI for \$1.00.
- 1.2 City will reserve a public sanitary sewer utility and recreational trail easement over the northerly 100' of the City Property (the Easement Area) shown on Exhibit A. The easement will preclude the placement of buildings and other structures in the Easement Area in order to allow for maintenance or replacement existing and future trails and utilities in the area.
- 1.3 City will procure three quotes from local land surveying firms and will select the lowest responsible quote for the surveying services ("Selected Surveyor") required to subdivide the City Property into the four lots as generally shown on Exhibit A.
- 1.4 The City will instruct the Selected Surveyor to ensure that the extension of the lot line running from the southwest to the northeast, between the property to be titled in JJRI and the property to be titled in BNZ Properties, LLC, is straight and true with no angular deviation

- 1.5 The initial four-way lot split as shown on Exhibit A is considered a Minor Subdivision and each lot will be labeled as non-buildable due to the fact that the lots do not have street frontage. Because the new lots will not have street frontage, a waiver from the Planning Services department will be required. The Minor Subdivision Plat/waiver request will require review and approval by the Zoning Advisory Commission and City Council (one meeting each).
- 1.6 The other private property owners shown on Exhibit A have asked to purchase the other lots shown on Exhibit A. After the Minor Subdivision surveying is complete and the plat is recorded, City staff will work with the other private property owners and/or their representatives to prepare quit claim deeds for the other lots. A public hearing to dispose of the City's interest in the lot is required.
- 1.7 Upon receipt of the Minor Subdivision plat for the lots proposed to be sold, the requests for sale to the JJRI and the other private property owners will be taken to the City Council to be set for a public hearing and formal approval of the sale of the City lots.
- 1.8 After the public hearing and approval of the sale of the lots by the City Council and receipt of the publication and filing fees, the City will execute quit claims deeds to JJRI and the other private property owners and will record the deeds.

SECTION 2. JJRI RESPONSIBILITIES.

- 2.1 JJRI will be responsible for one-third (33%) of the total cost of the surveying services required to subdivide the City lot into the four lots shown on Exhibit A. City will procure three quotes from local land surveying firms and will select the lowest responsible quote. Each of the three private property owners shown on Exhibit A must sign a contract with the selected surveying firm and pay their portion of the surveying costs directly to the firm. The Minor Subdivision plat will include the easement reservations referred to in Section 1.2.
- 2.2 JJRI will purchase approximately 1.5 acres of the City Property, as shown on Exhibit A, from the City for One Dollar (\$1.00).
- 2.3 JJRI will also be responsible for one-third (33%)) of the total cost for City staff to process this Agreement and all filing, publication, and recording fees associated with the request.
- 2.4 JJRI will also be responsible for the costs of surveying to consolidate its existing lot with the purchased lot if and when future development or redevelopment activities on the purchased lot is planned. The lot consolidation surveying is required to remove the non-buildable status put in place by the Minor Subdivision described above.
- 2.5

SECTION 3. NOTICES.

All notices and correspondence related to this Agreement must be sent to the following:

- (1) If to JJRI:
Attorney Susan M. Hess
Hammer Law Firm, PLC
590 Iowa Street
Dubuque, Iowa 52001
- (2) If to City:
City of Dubuque, Iowa
Attention: Gus Psihoyos, City Engineer 50
West 13th Street
Dubuque, Iowa 52001

SECTION 4. DEFAULT.

In the event of default by JJRI, City reserves the right to seek specific performance in Iowa District Court for Dubuque County.

SECTION 5. MISCELLANEOUS.

- 5.1 This Agreement may not be assigned without the prior written consent of the City which written approval will not be unreasonably withheld.
- 5.2 This Agreement represents the entire Agreement between the parties. There are no verbal additions to this Agreement, and all amendments, additions or changes to this Agreement must be in writing and agreed to by both parties.
- 5.3 All covenants, conditions, and provisions of this Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs and assigns.
- 5.4 This Agreement is governed by the laws of the state of Iowa and venue for any action arising from or related to this Agreement will be in the Iowa District Court for Dubuque County, Iowa.
- 5.5 If any term of this Agreement is found to be void or invalid, such invalidity will not affect the remaining terms of this Agreement, which will continue in full force and effect.

**[REMAINDER OF THIS PAGE INTENTIONALLY BLANK,
SIGNATURE PAGE TO FOLLOW]**

CITY OF DUBUQUE, IOWA

By: 
Michael C. Van Milligen
City Manager

JJR INVESTMENTS LLC

By: 
Jason Rauen, Member

**AGREEMENT
BY AND BETWEEN
BNZ PROPERTIES, LLC
AND
THE CITY OF DUBUQUE, IOWA**

This Agreement, dated for reference purposes the 2 day of December, 2024, is made and executed by and between the City of Dubuque, Iowa, (City), a municipal corporation, and BNZ PROPERTIES, LLC (BNZP).

WHEREAS, BNZP is the owner of property located on Cedar Crest Court and legally described as LOT 1 CEDAR RIDGE FARM PLACE NO. 8 (the BNZP Property); and

WHEREAS, City is the owner of the property legally described as LOT L CEDAR RIDGE FARM PLACE NO. 15 lying adjacent to the BNZP Property on Cedar Crest Court (the City Property); and

WHEREAS, BNZP is requesting the sale of a portion of the City Property being approximately 2.73 acres in size (1.07 acres area and 1.66 acres area) and as generally shown on the attached Exhibit A; and

WHEREAS, the sale will require the subdivision of the City Property; and

WHEREAS, BNZP and City desire to enter into an agreement with respect to the proposed sale of the portion of City Property as set forth herein.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

SECTION 1. CITY RESPONSIBILITIES.

1.1 Subject to all of the conditions set forth herein, City will sell approximately 2.73 acres of the City Property, as generally shown on Exhibit A, to BNZP for \$1.00.

1.2 City will reserve ~~of~~ a public sanitary sewer utility and recreational trail easement over the northerly 100' of the City Property (the Easement Area) shown on Exhibit A. The easement will preclude the placement of buildings and other structures in the Easement Area in order to allow for maintenance or replacement existing and future trails and utilities in the area.

1.3 City will procure three quotes from local land surveying firms and will select the lowest responsible quote for the surveying services (Selected Surveyor) required to subdivide the City Property into the four lots as generally shown on Exhibit A.

1.4 The City will instruct the Selected Surveyor to ensure that the extension of the lot line running from the southwest to the northeast, between the property to be titled in JJRI and the property to be titled in BNZ Properties, LLC, is straight and true with no angular deviation.

1.54 The initial four-way lot split as shown on Exhibit A is considered a Minor Subdivision and each lot will be labeled as non-buildable due to the fact that the lots do not have street frontage. Because the new lots will not have street frontage a waiver from the Planning Services department will be required. The Minor Subdivision Plat/waiver request will require review and approval by the Zoning Advisory Commission and City Council (one meeting each).

1.65 The other private property owners shown on Exhibit A have asked to purchase the other lots shown on Exhibit A. After the Minor Subdivision surveying is complete and the plat is recorded, City staff will work with the other private property owners and/or their representatives to prepare quit claim deeds for the other lots. A public hearing to dispose of the City's interest in the lot is required.

1.76 Upon receipt of the Minor Subdivision plat for the lots proposed to be sold, the requests for sale to the BNZP and the other private property owners will be taken to the City Council to be set for a public hearing and formal approval of the sale of the City lots.

1.87 After the public hearing and approval of the sale of the lots by the City Council and receipt of the publication and filing fees, the City will execute quit claims deeds to BNZP and the other private property owners and will record the deeds.

SECTION 2. BNZP RESPONSIBILITIES.

2.1 BNZP will be responsible for one-third of the total cost of the surveying services required to subdivide the City lot into the four lots shown on Exhibit A. City will procure three quotes from local land surveying firms and will select the lowest responsible quote. Each of the three private property owners shown on Exhibit A must sign a contract with the selected surveying firm and pay their portion of the surveying costs directly to the firm. The Minor Subdivision plat will include the easement reservations referred to in Section 1.2.

2.2 BNZP will purchase approximately 2.73 acres of the City Property, as shown on Exhibit A, from the City for One Dollar (\$1.00).

2.3 BNZP will also be responsible for one-third of the total cost for City staff to process this Agreement and all filing, publication, and recording fees associated with the request.

2.4 BNZP will also be responsible for the costs of surveying to consolidate its existing lot with the purchased lot if and when future development or redevelopment activities on

the purchased lot is planned. The lot consolidation surveying is required to remove the non-buildable status put in place by the Minor Subdivision described above.

SECTION 3. NOTICES.

All notices and correspondence related to this Agreement must be sent to the following:

- (1) If to BNZP:
BNZ Properties, LLC
Jason Kubitz
3125 Kaufmann Ave.
Dubuque, IA 52001
- (2) If to City:
City of Dubuque, Iowa
Attention: Gus Psihoyos, City Engineer
50 West 13th Street
Dubuque, Iowa 52001

SECTION 4. DEFAULT.

In the event of default by BNZP, City reserves the right to seek specific performance in Iowa District Court for Dubuque County.

SECTION 5. MISCELLANEOUS.

5.1 This Agreement may not be assigned without the prior written consent of the City which written approval will not be unreasonably withheld.

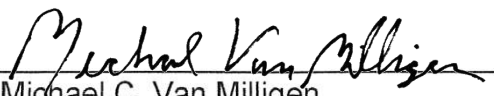
5.2 This Agreement represents the entire Agreement between the parties. There are no verbal additions to this Agreement, and all amendments, additions or changes to this Agreement must be in writing and agreed to by both parties.

5.3 All covenants, conditions, and provisions of this Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors, heirs and assigns.

5.4 This Agreement is governed by the laws of the state of Iowa and venue for any action arising from or related to this Agreement will be in the Iowa District Court for Dubuque County, Iowa.

5.5 If any term of this Agreement is found to be void or invalid, such invalidity will not affect the remaining terms of this Agreement, which will continue in full force and effect.

CITY OF DUBUQUE, IOWA

By: 
Michael C. Van Milligen
City Manager

BNZ PROPERTIES, LLC

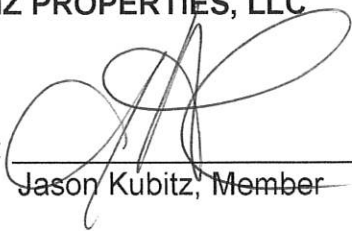
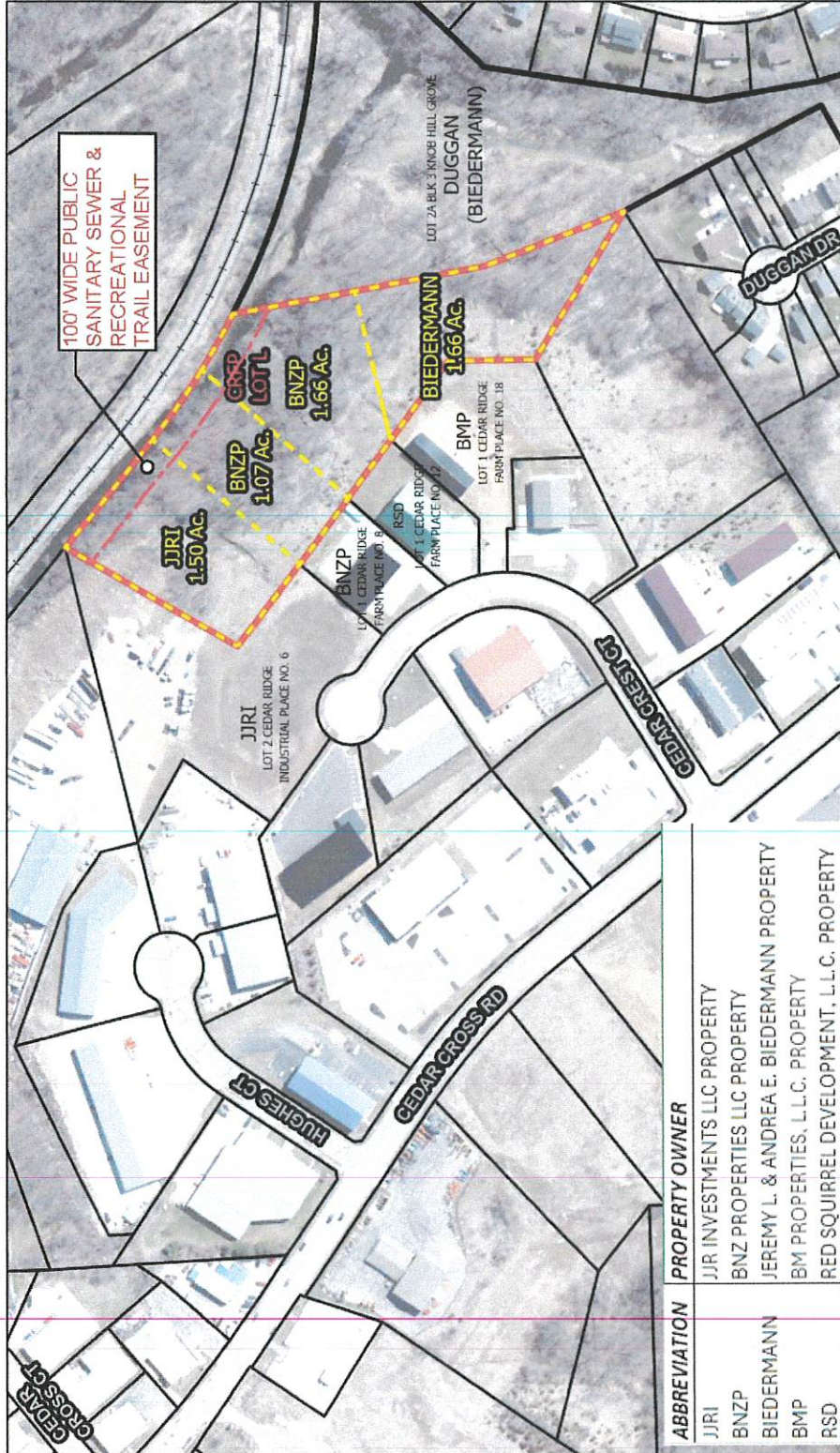
By: 
Jason Kubitz, Member

EXHIBIT A

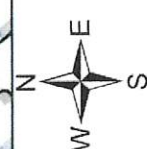


EXHIBIT A



Map Prepared by: TWK
City of Dubuque
Engineering Division
50 West 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4270
Fax: (563) 589-4205

NOTE: ACREAGES ARE
APPROXIMATE AND ARE
SUBJECT TO CHANGE
BASED ON BOUNDARY SURVEY



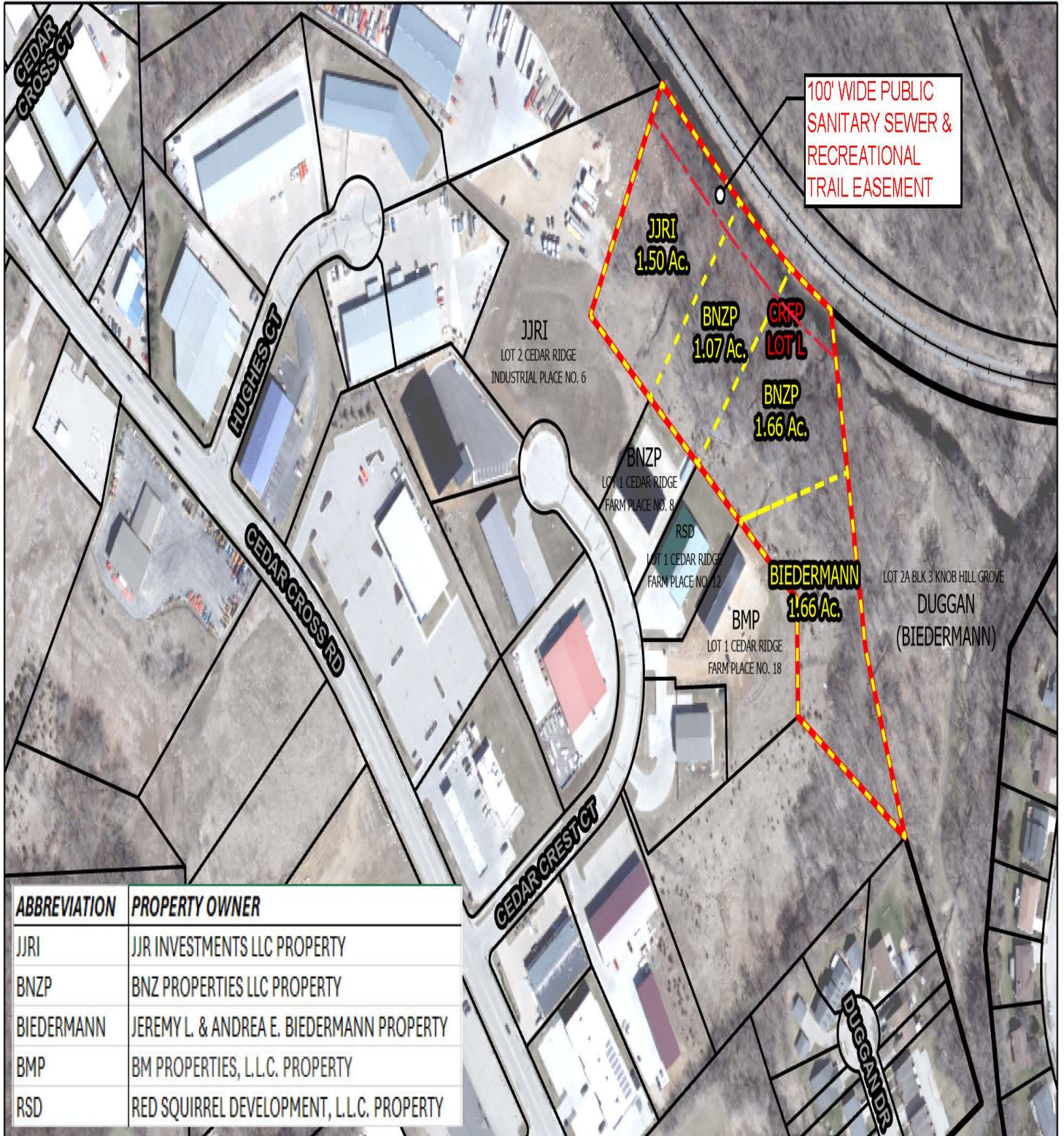
11" x 8.5" Sheet
1 inch equals 250 feet
0 125 250 Feet

ABBREVIATION	PROPERTY OWNER
JJRI	JJR INVESTMENTS LLC PROPERTY
BNZP	BNZ PROPERTIES LLC PROPERTY
BIEDERMANN	JEREMY L. & ANDREA E. BIEDERMANN PROPERTY
BMP	BM PROPERTIES, L.L.C. PROPERTY
RSD	RED SQUIRREL DEVELOPMENT, L.L.C. PROPERTY

DISCLAIMER: This information was compiled using various data sources from third parties or materials provided by the City of Dubuque. The City of Dubuque does not warrant the accuracy or currency of the information or data contained herein. By use of this information, the user agrees that the City is not responsible for any loss, damage, or inconvenience caused as a result of reliance on the information.

06132024rnk

EXHIBIT A



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11" x 8.5" Sheet
1 inch equals 250 feet
0 125 250
Feet



NOTE: ACREAGES ARE
APPROXIMATE AND ARE
SUBJECT TO CHANGE
BASED ON BOUNDARY SURVEY

Map Prepared by: TWK
City of Dubuque
Engineering Division
50 West 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4270
Fax: (563) 589-4205

Final Plat of:
CEDAR RIDGE FARM PLACE NO. 21,
in the City of Dubuque, Iowa

INDEX LEGEND

Location: Cedar Ridge Farm Place No. 21
NE1/4 of Section 34, T89N, R2E of the 5th P.M., Dubuque County, Iowa

Requestor: Nate Kieffer - City of Dubuque

Proprietor: Lot L of Cedar Ridge Farm Place No. 15, in the City of Dubuque, Iowa
City of Dubuque - 50 West 13th St., Dubuque, IA 52001

Surveyor: Terry L. Koelker

Company: Buesing & Associates, Inc.
1212 Locust St., Dubuque, IA 52001

Return To: Buesing and Associates, 1212 Locust St. Dubuque, IA 52001

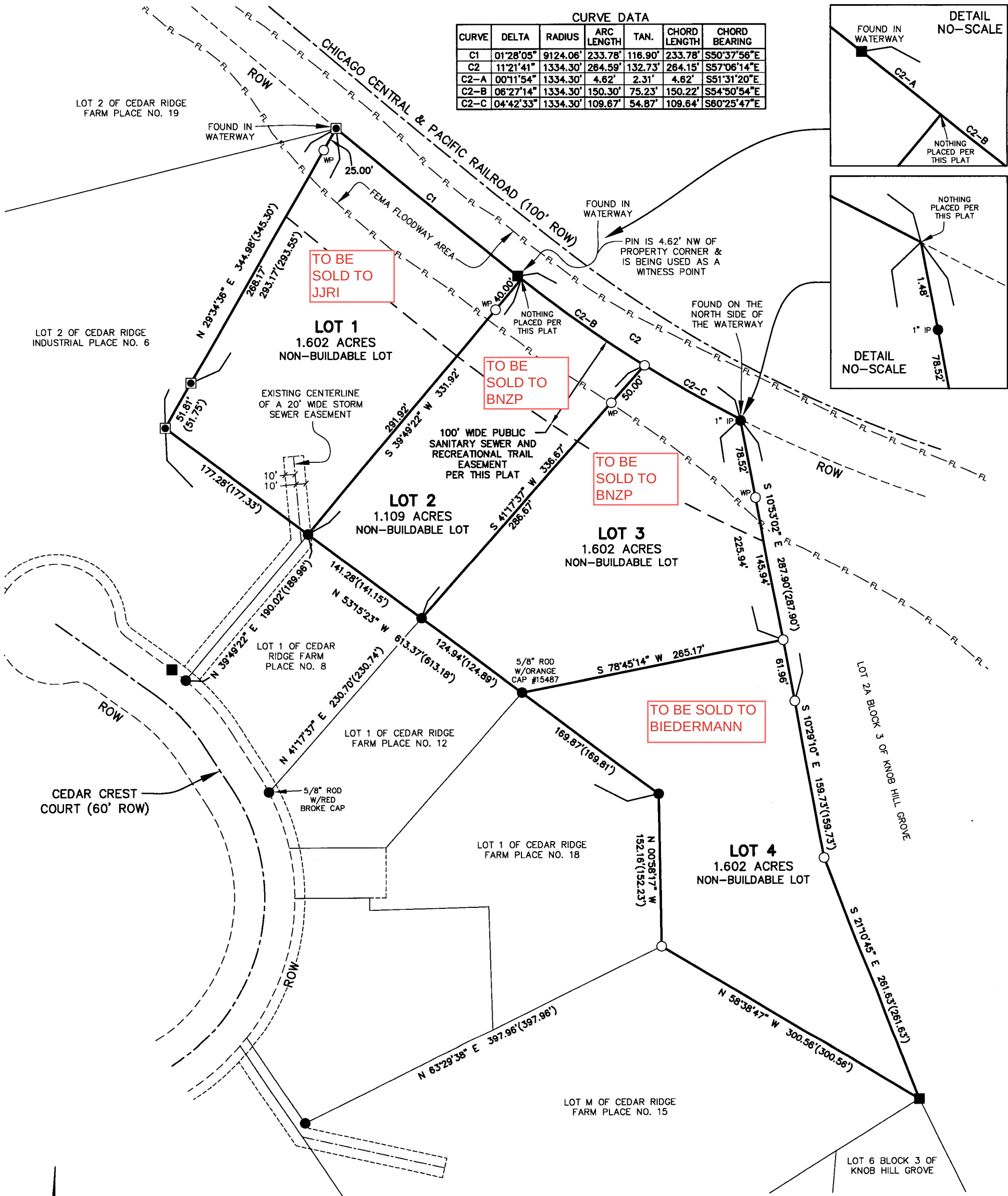
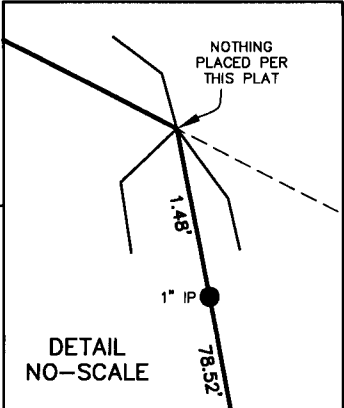
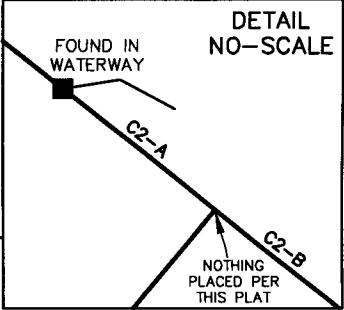
NOTE

THIS SURVEY IS COMPRISED OF: LOT L OF CEDAR RIDGE FARM PLACE NO. 15, IN THE CITY OF DUBUQUE, IOWA

Doc ID: 011412530007 Type: GEN
Kind: SUBDIVISION PLAT
Recorded: 09/26/2025 at 01:18:26 PM
Fee Amt: \$37.00 Page 1 of 7
Dubuque County Iowa
Ann E. Sweeney Recorder
File **2025-00010350**

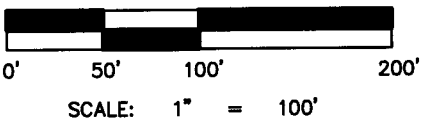
PREPARED BY: TERRY L. KOELKER, BUESING & ASSOCIATES
1212 LOCUST STREET, DUBUQUE, IOWA

CURVE DATA						
CURVE	DELTA	RADIUS	ARC LENGTH	TAN.	CHORD LENGTH	CHORD BEARING
C1	01°28'05"	9124.06'	233.78'	116.90'	233.78'	S50°37'56"E
C2	11°21'41"	1334.30'	264.59'	132.73'	264.15'	S57°06'14"E
C2-A	00°11'54"	1334.30'	4.62'	2.31'	4.62'	S51°31'20"E
C2-B	06°27'14"	1334.30'	150.30'	75.23'	150.22'	S54°50'54"E
C2-C	04°42'33"	1334.30'	109.67'	54.87'	109.64'	S60°25'47"E



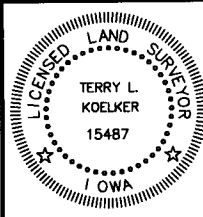
LEGEND

- FOUND 5/8" ROD W/RED CAP #21408 (UNLESS OTHERWISE NOTED)
- FOUND 5/8" ROD W/RED CAP #12631
- ◐ FOUND 1/2" ROD W/YELLOW CAP #14417
- PLACED 5/8" IRON REROD W/ORANGE PLASTIC CAP MARKED "KOELKER 15487"
- SURVEYED BOUNDARY LINE
- - - PROPERTY LINE
- - - RIGHT OF WAY LINE
- - - EASEMENT LINE
- - - EXISTING EASEMENT LINE
- - - CENTERLINE
- - - RECORD DIMENSION
- - - FEMA FLOODWAY AREA
- WP WITNESS POINT



NOTES

1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF PERIMETER SURVEYED IS 5.915 ACRES.
3. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD.
4. BEARING IS BASED FROM NAD83, ZONE 1401, IOWA NORTH COORDINATE SYSTEM.



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

TERRY L. KOELKER
LICENSE NUMBER 15487
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025

3/12/25 (DATE)

SHEETS COVERED BY THIS SEAL : SHEETS 1 & 2

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

DRAWN BY: JCH
SURVEY DATE: 2/11 & 19/2025
DWG. NO. 24394-01

CHECKED BY: TLK
PLOT DATE: 3/12/2025
SCALE: 1" = 100'

SHEET 1 OF 4

3700 City Engineer

Surveyor's Certificate

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

Lot L of Cedar Ridge Farm Place No. 15, in the City of Dubuque, Iowa.

This survey was performed for the purpose of subdividing and platting said real estate henceforth to be known as **CEDAR RIDGE FARM PLACE NO. 21**, in the City of Dubuque, Iowa. The Total area of **CEDAR RIDGE FARM PLACE NO. 21** is 5.915 acres. Total area of **Lot 1** is 1.602 acres. Total area of **Lot 2** is 1.109 acres. Total area of **Lot 3** is 1.602 acres. Total area of **Lot 4** is 1.602 acres. All Lot areas are more or less and all Lots are subject to easements, reservations, restrictions, and rights-of-way of record and not of record, the plat of which is attached hereto and made a part of this certificate. All monuments are placed or shall be placed within one year from the date this plat is recorded.

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

BY: 
Terry L. Koelker
Licensed Land Surveyor
License No. 15487

3/12/25
Date

License Renewal Date: 12/31/25

Owner's Consent

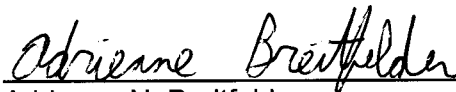
Dubuque, Iowa

May 20, 2025

The foregoing Final Plat of: **CEDAR RIDGE FARM PLACE NO. 21**, in the City of Dubuque, Iowa, is made with the free consent and in accordance with the desires of the undersigned owners and proprietors of said real estate. The City of Dubuque hereby reserves the 100' wide public sanitary sewer and recreational trail easement as shown on the face of this plat.

City of Dubuque, Iowa

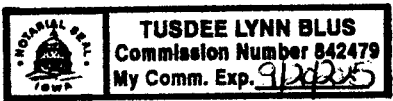

Brad Cavanagh, Mayor

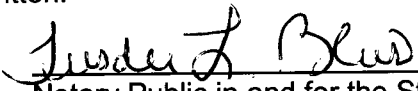

Adrienne N. Breitfelder
Clerk of the City of Dubuque, IA

State of Iowa)
)
County of Dubuque) ss:

On this 20 day of May, AD 2025, before me the undersigned, A Notary Public in and for the State of Iowa, personally appeared Brad Cavanagh and Adrienne N. Breitfelder, to me personally known, who, being duly sworn did say that the said Brad Cavanagh is the Mayor and the said Adrienne N. Breitfelder is the City Clerk of the City of Dubuque, Iowa, and that the seal affixed to the above instrument was signed and sealed on behalf of said City of Dubuque, Iowa, by authority of the City Council of said city, and that said Brad Cavanagh and Adrienne N. Breitfelder acknowledged the execution of said instrument to be the voluntary act and deed of said City of Dubuque, Iowa, by it voluntarily executed.

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




Notary Public in and for the State of Iowa
My Commission Expires 9/20/2025

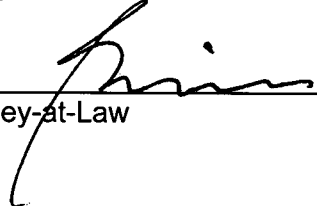
Attorney's Certificate

Dubuque, Iowa

Sept 25, 2025

TO WHOM IT MAY CONCERN:

This will certify that I have examined the abstract of title covering **LOT L OF CEDAR RIDGE FARM PLACE NO. 15**, in the City of Dubuque, Iowa, according to plats thereof covering the period from government entry to July 16, 2025 8 AM certified on that date by DUBUQUE COUNTY ABSTRACT & TITLE COMPANY, LLC and find that said abstract shows good and merchantable title to said real estate in the City of Dubuque, Iowa, free and clear of all liens and encumbrances and shows taxes paid including taxes for the year 2025, subject to edgements of record.



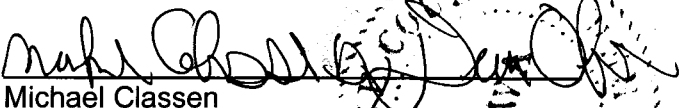
Attorney-at-Law

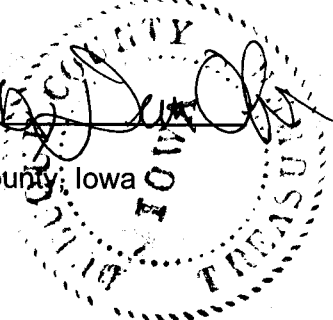
County Treasurer's Certificate

Dubuque, Iowa

09/26, 2025

I, the undersigned, Michael Classen, Treasurer of Dubuque County, Iowa, do hereby certify that all taxes levied against **LOT L OF CEDAR RIDGE FARM PLACE NO. 15**, in the City of Dubuque, IA, have been paid and said real estate is free from taxes as of this date.


Michael Classen
Treasurer of Dubuque County, Iowa



City of Dubuque Planning Services

Dubuque, Iowa

5-19, 2025

The foregoing Final Plat of: **CEDAR RIDGE FARM PLACE NO. 21**, in the City of Dubuque, Iowa, is hereby approved by City Planner of the City of Dubuque, Iowa, and approval of said plat by the City Council of the City of Dubuque is hereby recommended.

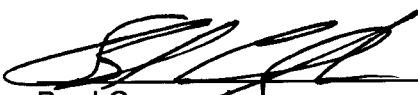

Wally Wernimont, City Planner
City of Dubuque, IA

City of Dubuque, Iowa

Dubuque, Iowa

May 20, 2025

The undersigned, Brad Cavanagh, Mayor, and Adrienne N. Breitfelder, Clerk, of the City of Dubuque, Iowa, do hereby certify that the foregoing Final Plat of: **CEDAR RIDGE FARM PLACE NO. 21**, in the City of Dubuque, Iowa as stated and as shown, to the public, as appears heretofore has been filed on the 19th day of May, 2025 as resolution # 159-25 in the office of the City Clerk of Dubuque, Iowa and that the City Council of the City of Dubuque, Iowa, approves said plat.



Brad Cavanagh
Mayor of the City of Dubuque, IA



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

May 7, 2025


Chairman
Dubuque Zoning Advisory Commission

9-25, 2025

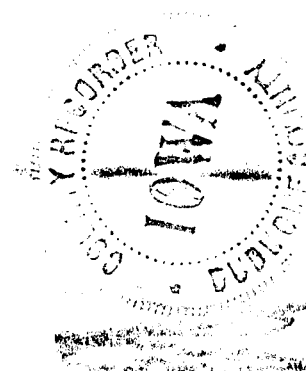
~~Troy W Patyne~~

September 26, 2025

Keith Lucy
County Auditor of Dubuque, Iowa
to September

September 26, 2025

~~Karol Kennedy~~ — Ann E. Sweeney
Dubuque County Recorder



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

RESOLUTION NO. 159 - 25

**A RESOLUTION APPROVING THE FINAL PLAT CEDAR RIDGE FARM
NO. 21, IN THE CITY OF DUBUQUE, IOWA**

Whereas, there has been filed with the City Clerk a Final Plat Cedar Ridge Farm No. 21 in the City of Dubuque, Iowa; and

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

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

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

Section 1. That Section 11-14(B) of Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is waived regarding required lot frontage for Lot 1, Lot 2, Lot 3, and Lot 4 of Cedar Ridge Farm No. 21.

Section 2. That the Final Plat Cedar Ridge Farm No. 21, in the City of Dubuque, Iowa is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa upon said Final Plat.

Passed, approved and adopted this 19th day of May 2025.

By: _____


Brad M. Cavanagh, Mayor

ATTEST:

By: Adrienne Breitfelder
Adrienne N. Breitfelder, City Clerk

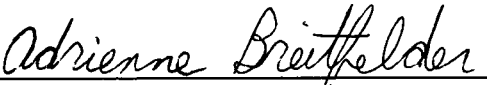
CERTIFICATE *of the* CITY CLERK

STATE OF IOWA)
) SS:
COUNTY OF DUBUQUE)

I, Adrienne N. Breitfelder, City Clerk, do hereby certify that I am the duly appointed, qualified, City Clerk of the City of Dubuque, Iowa, in the County aforesaid, and as such City Clerk, I have in my possession or have access to the records of the proceedings of the City Council. I do further state that the hereto attached **Resolution No. 159-25** is a true and correct copy of the original.

In Testimony Whereof, I hereunto set my hand and official seal of the City of Dubuque, Iowa.

Dated at Dubuque, Iowa, on this 26th day of September 2025.



Adrienne N. Breitfelder, City Clerk



**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 5th day of January, 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 dispose of an interest in City of Dubuque real estate located north of Cedar Crest Court, legally described as Lots 1, 2, and 3 of Cedar Ridge Farm Place No. 21, in the City of Dubuque, Iowa, pursuant to agreements between the City of Dubuque and JJR Investments, LLC and between the City of Dubuque and BNZ Properties, LLC.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official City Council agenda will be posted the Friday before the meeting and will contain public input options. The agenda can be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments on the public hearing may be submitted to the City Clerk's Office by email at ctyclerk@cityofdubuque.org or by mail to City Hall, 50 W. 13th St., Dubuque, IA 52001, before the scheduled hearing. The City Council will review all written comments at the time of the hearing.

Documents related to the public hearing are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals requiring special assistance should contact the City Clerk's Office as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 15th day of December 2025.

Adrienne N. Breitfelder, CMC, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 2.

ITEM TITLE: Tanglewood Court Storm Sewer Extension Project - Setting a Public Hearing and Initiate Public Bidding Process

SUMMARY: City Manager recommending City Council set a public hearing for January 5, 2026, and authorize the public bidding process and to preliminarily approve the plans, specifications, form of contract and estimated cost of \$131,501.54 for the Tanglewood Court Storm Sewer Extension Project through the adoption of the attached resolution.

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

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for January 5, 2026

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Resolution
4. Notice of Public Hearing_Tanglewood Ct

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

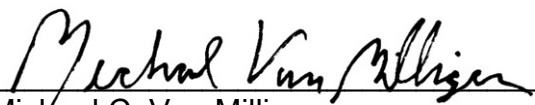
SUBJECT: Tanglewood Court Storm Sewer Extension Project
Setting a Public Hearing and Initiate Public Bidding Process
Project No. 5586500044

DATE: December 10, 2025

City Engineer Gus Psihoyos is recommending City Council set a public hearing for January 5, 2026, and authorize the public bidding process and to preliminarily approve the plans, specifications, form of contract and estimated cost of \$131,501.54 for the Tanglewood Court Storm Sewer Extension Project through the adoption of the attached resolution.

The City has identified a failing stormwater sewer outfall that has caused significant erosion along City property located behind residences along Thornwood Court, Thornwood Drive, and Tanglewood Court. The increased erosion along the outfall has created potential hazard that requires the outfall to be reconstructed and stabilized. This project will include the extension of storm sewer, additional stormwater intakes, and the construction of an outfall stabilization structure that would restore the eroded areas.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Maxwell O'Brien, Civil Engineer
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: December 9, 2025

SUBJECT: Tanglewood Court Storm Sewer Extension Project
Setting a Public Hearing and Initiate Public Bidding Process
Project No. 5586500044

INTRODUCTION

This memorandum requests the City Council set a public hearing for January 5, 2026, and authorize initiating the bidding process for the Tanglewood Court Storm Sewer Extension Project.

DISCUSSION

The City has identified a failing stormwater sewer outfall that has caused significant erosion along City property located behind residences along Thornwood Court, Thornwood Drive, and Tanglewood Court. The increased erosion along the outfall has created potential hazard that requires the outfall to be reconstructed and stabilized. This project will include the extension of storm sewer, additional stormwater intakes, and the construction of an outfall stabilization structure that would restore the eroded areas.

PROJECT SCHEDULE

The proposed schedule for the project is as follows:

Initiate Public Bidding Process	December 15, 2025
Publish Notice to Bidders, Advertise for Bids	December 17, 2025
Public Hearing	January 5, 2026
Pre Bid Meeting	January 5, 2026
Receipt of Bid Proposals (Bid-Letting)	January 8, 2026
Award Construction Contract	January 20, 2026
Substantial Completion	June 1, 2026
Final Project Completion Date	June 30, 2026

RECOMMENDATION

I recommend preliminary approval of the proposed plans, specifications, form of contract and construction estimate for the Tanglewood Storm Sewer Extension Project. I further recommend authorizing the Engineering Department to advertise for bids for the project.

BUDGET IMPACT

The estimate of probable cost for the Tanglewood Court Storm Sewer Extension Project is summarized as follows:

<u>Description</u>	<u>Estimate</u>
Construction	\$ 131,501.54
Contingency (10%)	\$ 13,150.15
Engineering (10%)	\$ 13,150.15
Total Project Cost	<u>\$ 157,801.85</u>

The construction of the Tanglewood Court Storm Sewer Extension Project will be covered by the funding sources as described below:

Tanglewood Court Storm Sewer Extension Project Funding		
5586500044	Tanglewood Court Outfall Stabilization	\$ 160,000.00
Total Project Funding		<u>\$ 160,000.00</u>

ACTION TO BE TAKEN

I respectfully request the City Council set a public hearing for January 5, 2026, and authorize the public bidding process and to preliminarily approve the plans, specifications, form of contract and estimated cost for the Tanglewood Court Storm Sewer Extension Project through the adoption of the attached resolution.

Prepared by Maxwell O'Brien, Civil Engineer

cc: Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager

RESOLUTION NO.

TANGLEWOOD COURT STORM SEWER EXTENSION PROJECT

PRELIMINARY APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; SETTING DATE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; AND ORDERING THE ADVERTISEMENT FOR BIDS

Whereas, the Tanglewood Court Storm Sewer Extension Project will provide for the extension of storm sewer, additional stormwater intakes, and the construction of an outfall stabilization structure that would restore the eroded areas. The City has identified a failing stormwater sewer outfall that has caused significant erosion along City property located behind residences along Thornwood Court, Thornwood Drive, and Tanglewood Court. The increased erosion along the outfall has created potential hazard that requires outfall reconstruction and stabilization.

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

The proposed plans, specifications, form of contract and estimated cost for the Tanglewood Court Storm Sewer Extension Project in the estimated construction amount \$ 131,501.54, are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

A public hearing will be held on the 5th day of January 2026, at 6:30 p.m. in the Historic Federal Building Council Chambers 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the attached notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

The Tanglewood Court Storm Sewer Extension Project is hereby ordered to be advertised for bids for construction.

The amount of the security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders hereby approved.

The City Engineer is hereby directed to advertise for bids for the construction of the improvements herein provided, by publishing the Notice to Bidders to be published on the City of Dubuque website and a contractor plan room service with statewide

circulation, which notice shall be published not less than thirteen but not more than forty-five days before the date for filing bids before 2:00 p.m. on the 8th day of January 2026. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 20th day of January 2026, in the Historic Federal Building Chambers 350 West 6th Street, Dubuque, Iowa.

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 5th day of January 2026, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to hold a public hearing on the proposed plans, specifications, form of contract and estimated cost for the Tanglewood Court Storm Sewer Extension Project.

The scope of the Project is as follows: The project provides for the extension of storm sewer, additional stormwater intakes, and the construction of an outfall stabilization structure that would restore the eroded areas. The City has identified a failing stormwater sewer outfall that has caused significant erosion along City property located behind residences along Thornwood Court, Thornwood Drive, and Tanglewood Court. The increased erosion along the outfall has created potential hazard that requires outfall reconstruction and stabilization.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official City Council agenda will be posted the Friday before the meeting and will contain public input options. The agenda can be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments on the public hearing may be submitted to the City Clerk's Office by email at ctyclerk@cityofdubuque.org or by mail to City Hall, 50 W. 13th St., Dubuque, IA 52001, before the scheduled hearing. The City Council will review all written comments at the time of the hearing.

Documents related to the public hearing are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals requiring special assistance should contact the City Clerk's Office as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 15th day of December 2025.

Adrienne N. Breitfelder, CMC, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 3.

ITEM TITLE:	Setting a Public Hearing to approve the Subordination Agreement for properties located at 675 and 677 West 3rd Street
SUMMARY:	City Manager recommending City Council set a public hearing for January 5, 2026, to approve the Resolution approving a Subordination Agreement between the City of Dubuque, Iowa, Masterpiece Properties, LLC, and Mound City Bank. RESOLUTION Setting A Public Hearing For A Subordination Agreement By And Among The City Of Dubuque, Iowa, Masterpiece Properties, LLC And Mound City Bank For Interest In City Properties Located At 675 And 677 W 3rd Street
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for January 5, 2026
ATTACHMENTS:	1. MVM Memo 2. 675 W 3rd Staff Memo for Setting a Public Hearing 3. 675 and 677 W 3rd Public Hearing Resolution 4. 675 W 3rd Notice of Public Hearing

TO: The Honorable Mayor and City Council Members

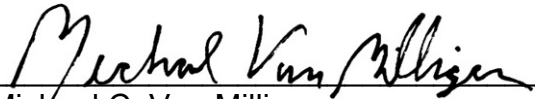
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Setting a Public Hearing to approve the Subordination Agreement for properties located at 675 and 677 W 3rd.

DATE: December 11, 2025

Interim Housing & Community Development Director Sandi Fowler is recommending City Council set a public hearing for January 5, 2026, to approve the Resolution approving a Subordination Agreement between the City of Dubuque, Iowa, Masterpiece Properties, LLC, and Mound City Bank.

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
Nicole Lytle, Grants Project Manager

TO: Michael C. Van Milligen, City Manager

FROM: Sandi Fowler, Interim Housing and Community Development Director

DATE: December 15, 2025

RE: Setting a Public Hearing to approve the Subordination Agreement for properties located at 675 and 677 W 3rd.

INTRODUCTION

This memorandum requests the City Council set a public hearing for January 5, 2026, to approve the Resolution approving a Subordination Agreement between the City of Dubuque, Iowa, Masterpiece Properties, LLC, and Mound City Bank.

BACKGROUND

The City of Dubuque, Iowa (City), and Masterpiece Properties, LLC, operated by a local owner, Joshua Jansen, entered into a Lead and Healthy Homes Program Agreement dated April 14, 2022 for a \$40,250 loan for the property located at 675 W 3rd Street, and an additional agreement dated May 11th, 2023 for a \$43,875 loan for the property located at 677 W 3rd Street. As collateral for the construction work, Masterpiece Properties, LLC, granted to the City a mortgage for each property. The Mortgage for property located at 675 W 3rd was recorded on October 10, 2023, as Instrument No. #20230009650 and the Mortgage for property located at 677 W 3rd was recorded on November 12, 2024 as Instrument No. 202400010799.

DISCUSSION

Masterpiece Properties LLC, operated by local owner Joshua Jansen, intends to refinance the properties located at 675 and 677 W 3rd Street. Mound City Bank is financing the real estate transaction and requires a first secured position of repayment. Since the City Mortgage was recorded in 2023, the City would automatically be moved to the first secured position upon the original mortgage payoff. Historically, the City has consented to subordinating its secured position behind a primary lender. The primary lender will have a higher loan amount and therefore, more risk associated with its loan.

RECOMMENDATION

I respectfully request the City Council set a public hearing for January 5, 2026, to approve the subordination agreement by and between the City of Dubuque, Iowa, Masterpiece Properties, LLC, and Mound City Bank.

RESOLUTION NO. ____-25

SETTING A PUBLIC HEARING FOR A SUBORDINATION AGREEMENT BY AND AMONG THE CITY OF DUBUQUE, IOWA, MASTERPIECE PROPERTIES, LLC AND MOUND CITY BANK FOR INTEREST IN CITY PROPERTIES LOCATED AT 675 AND 677 W 3RD STREET

WHEREAS, the City of Dubuque, Iowa, (City) and Masterpiece Properties, LLC previously entered into a Lead and Healthy Homes Program Agreement dated April 14, 2023 and May 11, 2023 (the Agreements) for the lead remediation and healthy homes construction work of 675 W 3rd and 677 W 3rd (the Projects) legally described as follows:

E 20.5' OF LOT 2 PROSPECT HILL W. 20.5' OF LOT 2 PROSPECT HILL in the City of Dubuque

(the Property); and

WHEREAS, the Agreements include the award of a \$40,250 and \$43,875 Lead and Healthy Homes Mortgage (the Loans) for the purpose of providing a safer and healthier living for low to moderate income residents; and

WHEREAS, the Project meets the requirements of the Loan; and

WHEREAS, as security for the Loan, Masterpiece Properties, LLC previously granted to City a mortgage on the Property (the City Mortgage); and

WHEREAS, Masterpiece Properties, LLC intends to assign its right to take title to the Property to Masterpiece Properties, LLC pursuant to an Assignment of Development Agreement and Assignment and Assumption Agreement related to the Loan; and

WHEREAS, Masterpiece Properties, LLC in the Assignment of Lead and Healthy Homes Agreement and Assignment and Assumption Agreement agrees to be bound by all the terms and conditions of the Lead and Healthy Homes Agreement and the Loan; and

WHEREAS, Mound City Bank is financing the refinance of the Property for Masterpiece Properties, LLC which includes a mortgage (the Mound City Bank Mortgage) and requires that the City Mortgage be subordinate to the Mound City Bank

Mortgage pursuant to a Subordination Agreement; and

WHEREAS, the City Council has tentatively determined that approval of the Subordination Agreement is in the public interest of the City of Dubuque; and

WHEREAS, before said Subordination Agreement may be approved, Iowa Code Section 364.7 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City's intent to subordinate a mortgage securing interest in real estate, to be held on the 5th day of January, 2026, at 6:30 p.m. The official agenda will be posted the Friday before the meeting and will contain listening, viewing, and public input options. The agenda can be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of subordinating a mortgage securing interest in real estate.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the subordination of a mortgage securing interest in real estate.

Section 4. That the notice of the proposed action to subordinate shall be in substantially the form attached hereto.

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitsfelder, City Clerk

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 5th day of January, 2026, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to approve a Subordination Agreement by and among the City of Dubuque, Iowa, Masterpiece Properties, LLC and Mound City Bank for interest in properties located at 675 and 677 W 3rd Street.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official City Council agenda will be posted the Friday before the meeting and will contain public input options. The agenda can be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments on the public hearing may be submitted to the City Clerk's Office by email at ctyclerk@cityofdubuque.org or by mail to City Hall, 50 W. 13th St., Dubuque, IA 52001, before the scheduled hearing. The City Council will review all written comments at the time of the hearing.

Documents related to the public hearing are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals requiring special assistance should contact the City Clerk's Office as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 15th day of December 2025.

Adrienne N. Breitfelder, CMC, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 4.

ITEM TITLE:	Grand Harbor Hotel - Assignment Of Development Agreement
SUMMARY:	City Manager recommending City Council adopt a resolution to set a public hearing for January 5, 2026, for the assignment of the Development Agreement from Westdale Capital Investors 3, LP to Riddle's Group, Inc. RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On An Assignment Of The Development Agreement Between The City Of Dubuque, Iowa And Westdale Capital Investors 3, LP As Successor In Interest To Platinum Holdings, LLC To Riddle's Group, Inc., Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On The Proposed Assignment Of The Development Agreement, And Providing For The Publication Of Notice Thereof
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for January 5, 2026
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. DA_Assignment Agreement_Westdale Riddle 4. Notice of Public Hearing 5. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Grand Harbor Hotel
Assignment Of Development Agreement And Lease Agreement

DATE: December 11, 2025

Platinum Holdings, LLC (Platinum) and the City of Dubuque, Iowa (City) entered into a Development Agreement dated June 19, 2000, as amended, for the development of five acres into a hotel and water park resort. The parties also entered into a lease agreement on June 4, 2001, as amended. A foreclosure action was filed by Westdale Capital Investors 3, LP (Westdale) against Platinum resulting in a foreclosure judgment and sale.

Pursuant to the foreclosure, Westdale is the successor in interest to Platinum. Riddle's Group, Inc. (Riddle) purchased the property at the foreclosure sale. An assignment from Westdale to Riddle for both the Development Agreement and lease is appropriate.

City Attorney Crenna Brumwell is recommending City Council adopt a resolution to set a public hearing for January 5, 2026, for the assignment of the Development Agreement and Lease Agreement from Westdale Capital Investors 3, LP to Riddle's Group, Inc.

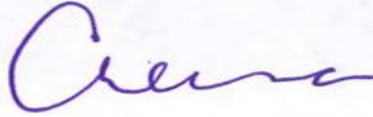
I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager

CRENNA M. BRUMWELL, ESQ.
CITY ATTORNEY



TO: MICHAEL C. VAN MILLIGEN, CITY MANAGER

DATE: DECEMBER 11, 2025

RE: GRAND HARBOR HOTEL
ASSIGNMENT OF DEVELOPMENT AGREEMENT AND LEASE AGREEMENT

Platinum Holdings, LLC (Platinum) and the City of Dubuque, Iowa (City) entered into a Development Agreement dated June 19, 2000 as amended, for the development of five acres into a hotel and water park resort. The parties also entered into a lease agreement on June 4, 2001, as amended. A foreclosure action was filed by Westdale Capital Investors 3, LP (Westdale) against Platinum resulting in a foreclosure judgment and sale.

Pursuant to the foreclosure, Westdale is the successor in interest to Platinum. Riddle's Group, Inc. (Riddle) purchased the property at the foreclosure sale. An assignment from Westdale to Riddle for both the Development Agreement and lease is appropriate.

I respectfully request approval of the assignments from Westdale to Riddle be set for public hearing on January 5, 2026.

**ASSIGNMENT OF DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, WESTDALE CAPITAL INVESTORS 3, LP AS
SUCCESSOR IN INTEREST TO PLATINUM HOLDINGS, LLD., TO RIDDLE'S
GROUP, INC.**

This Assignment Agreement, dated for reference purposes the _____ day of _____, _____, is made and entered into by and between the City of Dubuque, Iowa, a municipal corporation ("City"), Westdale Capital Investors 3, LP, a limited partnership doing business in Iowa ("Westdale") as successor in interest to Platinum Holdings, LLC (Platinum), and Riddle's Group, Inc., a South Dakota corporation ("Riddle").

WHEREAS, Platinum and City entered into a Development Agreement dated June 19, 2000 (the Development Agreement), as amended, for the development of five acres into a hotel and water park resort;

WHEREAS, Westdale is the successor in interest to Platinum pursuant to a foreclosure judgment and sale; and

WHEREAS, Westdale desires to assign the Development Agreement to Riddle; and

WHEREAS, the City Council finds that consenting to the Assignment on the terms and conditions set forth herein is in the best interests of the City of Dubuque.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section 1. Westdale here assigns to Riddle all of its rights, title and interest in the Development Agreement with the City.

Section 2. Riddle accepts the assignment of all of Westdale's rights, title and interest in the Development Agreement with the City and agrees to assume all obligations and responsibilities in the Development Agreement.

WESTDALE CAPITAL INVESTORS 3 LP AS SUCCESSOR IN INTEREST TO PLATINUM HOLDINGS, LLC.	RIDDLE'S GROUP, INC.
--	-----------------------------

By: _____

By: _____

CONSENT TO ASSIGNMENT AGREEMENT

The City of Dubuque, Iowa hereby consents to the foregoing Assignment

Agreement.

By: _____
Brad M. Cavanagh, Mayor

Attest:

By: _____
Adrienne Breitfelder, City Clerk

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 5TH day of January, 2026, 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 assign its Development Agreement with Westdale Capital Investors 3, LP as successor in interest to Platinum Holdings, LLC to Riddle's Group, Inc.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official City Council agenda will be posted the Friday before the meeting and will contain public input options. The agenda can be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments on the public hearing may be submitted to the City Clerk's Office by email at ctyclerk@cityofdubuque.org or by mail to City Hall, 50 W. 13th St., Dubuque, IA 52001, before the scheduled hearing. The City Council will review all written comments at the time of the hearing.

Documents related to the public hearing are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals requiring special assistance should contact the City Clerk's Office as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 15th day of December 2025.

Adrienne N. Breittfelder, CMC, City Clerk

RESOLUTION NO.

FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON AN ASSIGNMENT OF THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DUBUQUE, IOWA AND WESTDALE CAPITAL INVESTORS 3, LP AS SUCCESSOR IN INTEREST TO PLATINUM HOLDINGS, LLC TO RIDDLE'S GROUP, INC., FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON THE PROPOSED ASSIGNMENT OF THE DEVELOPMENT AGREEMENT, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF

WHEREAS, Platinum Holdings, LLC (Platinum) and the City of Dubuque, Iowa (City) entered into a Development Agreement dated June 19, 2000 (Development Agreement), as amended; and

WHEREAS, Westdale Capital Investors 3, LP (Westdale) is the successor in interest to Platinum pursuant to a foreclosure judgment and sale; and

WHEREAS, Westdale desires to assign the Development Agreement to Riddle's Group, Inc. (Riddle); and

WHEREAS, the City Council has tentatively determined that it would be in the best interests of City to approve the Assignment from Westdale as successor in interest to Platinum to Riddle; and

WHEREAS, before said Assignment may be approved, Iowa Code §364.7 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA 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 Assignment of the Development Agreement by and between City of Dubuque and Westdale Capital Investors 3, LP as successor in interest to Platinum Holdings, LLC to Riddle's Group, Inc.; to be held on the 5th day of January 2026, at 6:30 p.m. for the purpose of receiving public input and comment regarding the proposed Assignment of the Development Agreement between the City of Dubuque and Westdale Capital Investors 3, LP as successor in interest to Platinum Holdings, LLC to Riddle's Group, Inc..

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of approving the Assignment of the Development Agreement

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 _____ day of _____, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 5.

ITEM TITLE: Grand Harbor Hotel - Assignment of Lease Agreement

SUMMARY: City Manager recommending City Council adopt a resolution to set a public hearing for January 5, 2026, for the assignment of the Lease Agreement from Westdale Capital Investors 3, LP to Riddle's Group, Inc.
RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On An Assignment Of The Lease Agreement Between The City Of Dubuque, Iowa And Westdale Capital Investors 3, LP As Successor In Interest To Platinum Holdings, LLC To Riddle's Group, Inc., Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On The Proposed Assignment Of The Lease Agreement, And Providing For The Publication Of Notice Thereof

SUGGESTED DISPOSITION: Receive and File; Adopt Resolution(s), Set Public Hearing for January 5, 2026

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Lease_ASSIGNMENT AGREEMENT_Westdale Riddle_12-11-25
4. Notice of Public Hearing
5. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Grand Harbor Hotel
Assignment Of Development Agreement And Lease Agreement

DATE: December 11, 2025

Platinum Holdings, LLC (Platinum) and the City of Dubuque, Iowa (City) entered into a Development Agreement dated June 19, 2000, as amended, for the development of five acres into a hotel and water park resort. The parties also entered into a lease agreement on June 4, 2001, as amended. A foreclosure action was filed by Westdale Capital Investors 3, LP (Westdale) against Platinum resulting in a foreclosure judgment and sale.

Pursuant to the foreclosure, Westdale is the successor in interest to Platinum. Riddle's Group, Inc. (Riddle) purchased the property at the foreclosure sale. An assignment from Westdale to Riddle for both the Development Agreement and lease is appropriate.

City Attorney Crenna Brumwell is recommending City Council adopt a resolution to set a public hearing for January 5, 2026, for the assignment of the Development Agreement and Lease Agreement from Westdale Capital Investors 3, LP to Riddle's Group, Inc.

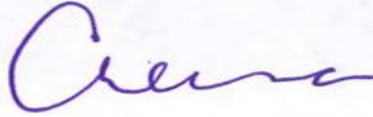
I concur with the recommendation and respectfully request Mayor and City Council approval.


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager

CRENNA M. BRUMWELL, ESQ.
CITY ATTORNEY



TO: MICHAEL C. VAN MILLIGEN, CITY MANAGER

DATE: DECEMBER 11, 2025

RE: GRAND HARBOR HOTEL
ASSIGNMENT OF DEVELOPMENT AGREEMENT AND LEASE AGREEMENT

Platinum Holdings, LLC (Platinum) and the City of Dubuque, Iowa (City) entered into a Development Agreement dated June 19, 2000 as amended, for the development of five acres into a hotel and water park resort. The parties also entered into a lease agreement on June 4, 2001, as amended. A foreclosure action was filed by Westdale Capital Investors 3, LP (Westdale) against Platinum resulting in a foreclosure judgment and sale.

Pursuant to the foreclosure, Westdale is the successor in interest to Platinum. Riddle's Group, Inc. (Riddle) purchased the property at the foreclosure sale. An assignment from Westdale to Riddle for both the Development Agreement and lease is appropriate.

I respectfully request approval of the assignments from Westdale to Riddle be set for public hearing on January 5, 2026.

**ASSIGNMENT OF LEASE AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, WESTDALE CAPITAL INVESTORS 3, LP AS
SUCCESSOR IN INTEREST TO PLATINUM HOLDINGS, LLC., TO RIDDLE'S
GROUP, INC.**

This Assignment Agreement, dated for reference purposes the _____ day of _____, _____, is made and entered into by and between the City of Dubuque, Iowa, a municipal corporation ("City"), Westdale Capital Investors 3, LP, a limited partnership doing business in Iowa ("Westdale") as successor in interest to Platinum Holdings, LLC. and Riddle's Group, Inc., a South Dakota corporation, ("Riddle").

WHEREAS, Platinum Holdings, LLC (Platinum) and the City of Dubuque, Iowa (City) entered into a Lease Agreement dated June 4, 2001 (the Lease Agreement), as amended, shown in Exhibit A; and

WHEREAS, Westdale is the successor in interest to Platinum pursuant to a foreclosure judgment and sale; and

WHEREAS, Westdale desires to assign the Lease Agreement to Riddle; and

WHEREAS, City Council finds that consenting to the Assignment on the terms and conditions set forth herein is in the best interests of the City of Dubuque.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section 1. Westdale here assigns to Riddle all of its rights, title and interest in the Lease Agreement with the City.

Section 2. Riddle accepts the assignment of all of Westdale's rights, title and interest in the Lease Agreement with the City and agrees to assume all obligations and responsibilities in the Lease Agreement.

**WESTDALE CAPITAL INVESTORS
3, LP AS SUCCESSOR IN INTEREST
TO PLATINUM HOLDINGS, LLC.**

RIDDLE'S GROUP, INC.

By: _____

By: _____

CONSENT TO ASSIGNMENT AGREEMENT

The City of Dubuque, Iowa hereby consents to the foregoing Assignment Agreement.

By: _____
Brad M. Cavanagh, Mayor

Attest:

By: _____
Adrienne Breitfelder, City Clerk

Exhibit A
Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") made as of the 4th day of June, 2001, by and between the CITY OF DUBUQUE, IOWA, a municipal corporation (Lessor), and PLATINUM HOLDINGS, LLC, an Iowa limited liability company (Lessee).

WHEREAS, Lessor and Lessee have entered into a certain Amended Development Agreement dated as of January 15, 2001 (the "Development Agreement"); and

WHEREAS, the Development Agreement contemplates that the parties enter into a lease for certain real estate in Dubuque County, Iowa;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I DEMISE AND TERM

1.1 Demise and Term. In consideration of the rents hereinafter reserved and the terms, covenants, conditions and agreements set forth in this Lease, Lessor hereby leases to Lessee the real property described in Exhibit A attached to and made a part of this Lease, together with any and all easements and appurtenances thereto and subject to any easements and restrictions of record (the "Demised Premises"), to have and to hold for an initial term commencing as of the date of this Lease and ending on the 3rd day of June, 2051 (the "Initial Term"), subject to all of the terms, covenants, conditions and agreements contained herein. On completion of the Phase II Improvements (as defined in Section 3.1 of the Development Agreement), the term shall be extended for the appropriate period of time in order that the Lease term shall be fifty (50) years from the time the Lessee receives the Certificate of Completion related to the completion of the Phase II Improvements.

1.2 Minimum Improvements. Lessee shall construct the Minimum Improvements (as defined in Section 3.1 of the Development Agreement) in the time and manner required by the Development Agreement.

1.3 Parking Use Agreement. In connection with this Lease, the Lessor and Lessee shall enter into a Parking Use Agreement, in substantially the form of Exhibit G (the "Parking Use Agreement"), pursuant to which the Lessor shall provide parking to Lessee at no cost. The Parking Use Agreement shall be transferable with this Lease and shall remain in effect for the length of the Initial Term and any extension or renewal of this Lease.

ARTICLE 2 RENT

Lessee shall pay Lessor (in addition to taxes, assessments, and other charges required to be paid under this Lease by Lessee) rent for the Demised Premises as follows:

2.1 Base Rent. Until Lessee has received a Certificate of Completion for the

Exhibit A

Minimum Improvements (as set forth in Section 3.4 of the Development Agreement), Lessee shall pay Base Rent in the amount of \$1.00 per year. For the first ten years of this Lease following receipt of such Certificate of Completion, Lessee shall pay Lessor rent as follows:

Year	Amount
One through Three	\$22,860.00
Four through Five	\$30,480.00
Six through Seven	\$45,720.00
Eight through Nine	\$53,340.00
Ten	\$66,040.00

All such Base Rent shall be payable in twelve (12) equal monthly installments on the first day of each month. Notwithstanding the foregoing, in the event that Developer completes the Phase II Improvements in accordance with Section 3.1 of the Development Agreement, the Base Rent in effect at such time of completion shall become the Base Rent for an extended period of three (3) years following such completion, and thereafter, the above schedule shall resume unabated and in full and shall be extended by such additional three (3) year period.

Rental payable after the time such schedule has completed shall be computed as follows:

- (i) The annual rental in effect at the completion of the above rental schedule shall be adjusted by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items published by the Bureau of Labor Statistics of the U.S. Department of Labor in effect on the commencement date of the rental period immediately following the completion of the above rental schedule over the base Consumer Price Index in effect on the date one (1) year prior thereto. The annual rental computed under this subparagraph (i) shall be the annual Base Rent for the Demised Premises for the one (1) year period immediately following the completion of the above rental schedule. The annual Base Rent shall be paid in twelve (12) equal monthly installments.
- (ii) The annual rental for the one (1) year period following the rental period in subparagraph (i) above, and for each one (1) year period thereafter, shall be adjusted by the percentage increase, if any, in the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items published by the Bureau of Labor Statistics of the U.S. Department of Labor in effect on the commencement date of the new one (1) year period over the base Consumer Price Index in effect on the commencement date of the immediately preceding one (1) year period. The annual rentals computed under this subparagraph (ii) shall be the annual Base Rent for the Demised Premises for the one (1) year period immediately following the completion of the prior one (1) year period. The annual Base Rent shall be paid in twelve (12) equal monthly installments.
- (iii) If during the Initial Term of this Lease, or any extension or renewal thereof, the Bureau of Labor Statistics, U.S. Department of Labor, ceases to maintain said Consumer Price Index, such other index or standard as will most nearly accomplish the intent and purpose of the Consumer Price Index and the use thereof by the parties hereto shall be used in determining the amount of any such

adjustment.

ARTICLE 3 TITLE TO IMPROVEMENTS AND TRADE FIXTURES

3.1 Trade Fixtures. For the purposes of this Lease, "Trade Fixtures" shall mean all of Lessee's personal property located on the Demised Premises used in Lessee's business. Title to Lessee's trade fixtures (the "Trade Fixtures") is and shall be the sole and exclusive property of Lessee during the term of this Lease and shall remain the sole and exclusive property of Lessee after the expiration or termination of this Lease, for whatever reason. Lessor acknowledges and understands that it shall have no right, title or interest in or to Lessee's Trade Fixtures either during the term of this Lease, or thereafter (except as hereinafter provided). Lessor acknowledges and agrees that Lessee shall have the right to encumber, sell, or hypothecate Lessee's Trade Fixtures, to remove them from the Demised Premises, or to otherwise deal with all or any portion of such Lessee's Trade Fixtures, at Lessee's sole discretion. Upon ten (10) days' prior written notice to Lessor, Lessor shall execute and deliver to Lessee a certificate in recordable form prepared by Lessee stating that Lessor has no interest or right in or to Lessee's Trade Fixtures, as well as any other or further document which Lessee may reasonably request from Lessor.

3.2 Improvements. On delivery of possession of the Demised Premises to Lessee, Lessee shall construct on the Demised Premises the Minimum Improvements as required by the Development Agreement (the "Improvements"). It shall be unreasonable for Lessor to withhold such consent if such design, appearance and quality are generally compatible with other such buildings in the area. Subject to applicable law and the obligations imposed on Lessor as a governmental entity, Lessor agrees to process as expeditiously as possible all permits, variances and approvals reasonably required to develop and construct the Improvements on the Demised Premises. All improvements presently on the Demised Premises and all Improvements hereafter constructed on the Demised Premises are and shall be the property of Lessee during the continuance of the term of this Lease and no longer. Subject to the payment obligations of Lessor set forth below, upon any termination of this Lease, by reason of any cause whatsoever, if the Improvements or any part thereof shall then be on the Demised Premises, all of Lessee's right, title, and interest therein shall cease and terminate, and title to the Improvements shall vest in Lessor, and the Improvements or the part thereof then within the Demised Premises shall be surrendered by Lessee to Lessor. No further deed or other instrument shall be necessary to confirm the vesting in Lessor of title to the Improvements. However, upon any termination of this Lease, Lessee, upon request of Lessor, shall execute, acknowledge and deliver to Lessor a quitclaim deed confirming that all of Lessee's right, title and interest in or to the Improvements have expired, and that title to the Improvements has vested in Lessor.

ARTICLE 4 ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST

4.1 Lessee's Right to Encumber Leasehold Interest. Lessee may encumber by mortgage, deed of trust or other proper instrument, its leasehold interest and estate in the Demised Premises, together with all Improvements on the Demised Premises, as security for any

indebtedness of Lessee, provided that no such encumbrance shall extend beyond the term of this Lease. Lessee shall provide prompt written notice to Lessor of any such encumbrance together with a copy of such encumbrance. In the event of any judicial or nonjudicial foreclosure under any mortgage, deed of trust or other similar instrument made by Lessee covering its leasehold interest in the Demised Premises, Lessor shall, upon such foreclosure or sale, recognize the purchaser thereunder as lessee under this Lease, provided such purchaser expressly agrees in writing to be bound by the terms of this Lease.

4.2 Notice to Holder of Encumbrance; Right of Holder to Cure Lessee's Default. If Lessee shall encumber its leasehold interest and estate in the Demised Premises and if Lessee, or the holder of the indebtedness, its successors and/or assigns (the "Holder") secured by the encumbrance shall give notice to Lessor of the existence of the encumbrance and the address of the Holder, then Lessor shall mail or deliver to the Holder, at such address, a duplicate copy of all notices in writing which Lessor may, from time to time, give or serve on Lessee under and pursuant to the terms and provisions of this Lease. The copies shall be mailed or delivered to the Holder at, or near as possible to, the same time the notices are given to or served on Lessee. The Holder may, at its option, at any time before the rights of Lessee shall be terminated as provided in this Lease, pay any of the rents due under this Lease or pay any taxes and assessments, or do any other act or thing required of Lessee by the terms of this Lease, or do any act or thing that may be necessary and proper to be done in the observance of the covenants and conditions of this Lease or to prevent the termination of this Lease; provided, however, that the doing of any act or thing requiring possession of the Demised Premises shall be subject to the further rights of Holder as set forth in Section 16.2. All payments so made and all things so done and performed by the Holder shall be effective to prevent a foreclosure of the rights of Lessee thereunder as the same would have been if done and performed by Lessee.

ARTICLE 5 TAXES

Until Lessee has received a Certificate of Completion for the Minimum Improvements (as set forth in Section 3.4 of the Development Agreement), the Lessor shall be responsible for all real estate taxes levied, taxed or imposed upon the Real Estate. After the completion of the Minimum Improvements, Lessee agrees to pay as additional rent an amount equal to real estate taxes upon the real estate of the Demised Premises that become payable during the term hereof and which would become delinquent if not so paid during the term hereof. Lessee shall further provide to Lessor official receipts of the appropriate taxing authority or other evidence satisfactory to Lessor evidencing payment thereof.

During the term of this Lease, Lessee further agrees to pay all other taxes, rates, charges, levies and assessments, general and special, of every name, nature and kind, whether now known to the law or hereafter created which may be taxed, charged, assessed, levied or imposed upon said real estate and which become payable during the term hereof and which would become delinquent if not so paid during the term hereof, any buildings or improvements thereon which may be taxed, charged, assessed, levied or imposed upon the leasehold estate hereby created and upon the reversionary estate in said real estate during the term hereof and which become payable during the term hereof and which would become delinquent if not so paid during the term hereof, and all such other taxes, rates, charges, levies and assessments shall be paid by Lessee as they become due and before they become delinquent during the term hereof.

Lessee agrees to timely pay all taxes, assessments or other public charges levied or assessed by lawful authority (but reasonably preserving Lessee's rights of appeal) against its personal property on the premises, during the term of this Lease.

Nothing herein shall require Lessee to pay any of Lessor's income taxes, surtaxes, excess profit taxes or any taxes on the rents reserved to Lessor hereunder.

Lessee shall at all times have the right to contest in good faith, in any proper proceedings, in the name of Lessor if necessary, the payment or satisfaction of any such taxes, assessments, rates, charges or levies so agreed to be paid by Lessee, if the validity thereof, or the right to assess or levy the same against or collect the same from said Demised Premises or Improvements, shall be disputed, but only to the extent permitted under the Minimum Assessment Agreement between Lessor and Lessee with respect to the Demised Premises. Upon the conclusion of any such suit or proceedings, or not less than three (3) months prior to the date when the right to redeem therefrom expires, whichever will be the earlier, Lessee shall promptly pay and satisfy such disputed tax, assessment or other charge as finally determined, together with all expenses, costs and attorneys' fees whatsoever incurred in connection therewith.

ARTICLE 6 REPAIRS

Lessee shall at all times during the term of this Lease, at Lessee's own costs and expense, keep the Demised Premises and the Improvements thereon, and all sidewalks, curbs, and all appurtenances to the Demised Premises, in good order, condition and repair, casualties and ordinary wear and tear excepted. Lessee shall keep and maintain the Demised Premises and all Improvements in a condition consistent with other similarly classed operations. Lessee shall keep the Demised Premises in such condition as may be required by law and by the terms of the insurance policies furnished pursuant to this Lease, whether or not such repair shall be interior or exterior, and whether or not such repair shall be of a structural nature. Upon reasonable notice to Lessee, Lessor may, at its discretion and at its cost, conduct an annual inspection of the Demised Premises to determine Lessee's compliance with this Article 6.

ARTICLE 7 COMPLIANCE WITH LAW

7.1 During the term of this Lease, Lessee shall comply with all local, state and federal laws applicable to Lessee's use of the Demised Premises, including but not limited to the Americans with Disabilities Act.

7.2 Lessee shall not commit waste on the Demised Premises except as necessary for its business purposes including the removal or construction of any buildings and Improvements on the Demised Premises, and shall be liable for any damages to or destruction of any buildings or Improvements on the Demised Premises resulting from waste and shall be required to repair or rebuild such buildings or Improvements. Lessee may remove existing Improvements or construct new Improvements on the Demised Premises subject to all of the terms and conditions of this Lease provided Lessee has received the prior approval of Lessor, which approval Lessor shall not unreasonably withhold.

ARTICLE 8 ALTERATIONS

Lessee shall have the right, with Lessor's prior written consent which consent shall not be unreasonably withheld for any such alteration, addition, or modification that exceeds Fifty Thousand and 00/100 Dollars (\$50,000.00) in cost, at Lessee's expense, from time to time during the term of this Lease to make any alteration, addition or modification to the Demised Premises or the Improvements thereon.

ARTICLE 9 USE OF DEMISED PREMISES

Lessee shall operate the Improvements for the purposes outlined in the Development Agreement and shall not knowingly use or allow the Demised Premises or any buildings or Improvements thereon or any appurtenances thereto, to be used or occupied for any unlawful purpose or in violation of any certificate of occupancy. Lessee shall not suffer any act to be done or any condition to exist within the Demised Premises or in any Improvement thereon, or permit any article to be brought therein, which is dangerous, unless safeguarded as required by law, or which, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance in force with respect thereto.

During the exclusivity period referred to in Section 4.2 of the Development Agreement, Lessee agrees that at least seventy-five percent (75%), or not less than one hundred forty two (142) rooms, of the hotel shall be reserved for group room reservations provided such group room reservations are made with the Developer at least one (1) year in advance. In the event the Phase II Improvements are constructed, Lessee agrees that at least sixty-five percent (65%), or not less than two hundred (200) rooms, of the hotel shall be reserved for group room reservations provided such group room reservations are made with Lessee at least one (1) year in advance. For purposes of this Agreement, a suite shall be deemed to be one (1) room. After the exclusivity period referred to in Section 4.2 of the Development Agreement, this paragraph shall only apply if Lessee, or an entity affiliated with Lessee, is managing the conference and education center owned by Lessor in the Ice Harbor District.

ARTICLE 10 INSURANCE

10.1 Lessee shall provide and maintain or cause to be maintained at all times during the process of constructing Improvements (and, from time to time at the request of City, furnish City with proof of payment of premiums on):

- A. Builder's risk insurance, written on the Special Perils Form in an amount equal to one hundred percent (100%) of the replacement value of Improvements as the same shall exist from time to time during the construction process;
- B. Commercial general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury and

property damage of not less than \$2,000,000.00 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used); and

C. Worker's compensation insurance, with statutory coverage.

10.2 Upon completion of construction of Improvements, Lessee 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 the payment of premiums on) insurance as follows:

A. Property insurance against loss and/or damage to Improvements under an insurance policy written on the Special Perils Form in an amount not less than the full insurable replacement value of Improvements, but any such policy may have a deductible amount of not more than \$50,000.00. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by City. The term "replacement value" shall mean the actual replacement cost of Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the request of City, but not more frequently than once every three years, and paid for by Lessee.

B. Commercial general liability insurance, including personal injury liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of \$2,000,000.00.

10.3 All insurance required by this Article shall be taken out and maintained in responsible insurance companies selected by Lessee which are authorized under the laws of the State of Iowa to assume the risks covered thereby. Lessee shall deposit annually with City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Section, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Lessee and City at least thirty (30) days before the cancellation or modification becomes effective. Lessee shall furnish City evidence satisfactory to City that the policy has been renewed or replaced by another policy conforming to the provisions of this Section, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Lessee may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Lessee shall deposit with City a certificate or certificates of the respective insurers as to the amount of coverage in force upon Improvements, provided, however, the specific limit shall not be impaired.

10.4 Lessee agrees to notify City immediately in the case of damage exceeding \$500,000.00 in amount to, or destruction of, Improvements or any portion thereof resulting from fire or other casualty. Net proceeds of any such insurance ("Net Proceeds"), shall be paid directly to Lessee, and Lessee shall forthwith repair, reconstruct and restore the 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, Lessee 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.

10.5 Lessee shall complete the repair, reconstruction and restoration of Improvements, whether or not the Net Proceeds of insurance received by Lessee for such purposes are sufficient.

ARTICLE 11 LESSOR'S WARRANTIES AND REPRESENTATIONS

11.1 Lessor's Representation of Good Title. Lessor covenants and warrants that Lessor is lawfully seized in possession of the Demised Premises, shall take all necessary steps to acquire fee simple title to the Premises as required by law, and that it has full right and authority to enter into this Lease for the full term hereof, and covenants and agrees that upon paying the rent provided for herein, and upon Lessee's performing the covenants and agreements of this Lease required to be performed by said Lessee, that it will have, hold and enjoy quiet possession of the Demised Premises. Lessor warrants to Lessee that the Demised Premises are properly zoned for the conduct of the operation of Lessee's business.

ARTICLE 12 LESSEE'S WARRANTIES AND REPRESENTATION

12.1 Lessee Compliance With Law.

A. Lessee shall comply with all applicable local, state and federal laws, rules, regulations and permits with regard to the Demised Premises and its use, occupancy and control of the Demised Premises.

B. Without limiting the obligations of Lessor under Section 3.2, Lessee shall be responsible for obtaining any and all applicable permits, licenses or authorizations as may be necessary for Lessee's use, occupancy and control of the Demised Premises.

12.2 Environmental Matters.

A. Lessee covenants and agrees that Lessor shall have no responsibility for or liability arising from any release of a Hazardous Substance which is caused by Lessee or its agents or invitees. Notwithstanding any other provision of this Lease, Lessor agrees that Lessee shall not have any responsibility for any Pre-Existing Condition (as defined below) nor shall Lessor seek indemnification from Lessee for any such Pre-Existing Condition. There is a rebuttable presumption that any Hazardous Substances found on the Demised Premises were not deposited by Lessee and are a Pre-Existing Condition. A pre-existing condition ("Pre-Existing Condition") shall be defined as (i) any Hazardous Substances found on the Demised Premises which were not deposited by Lessee or its agents or invitees on the Demised Premises, (ii) any Hazardous Substances on the Demised Premises prior to the Initial Term of this Lease, and (iii) any Hazardous Substances which leach or migrate on to the Demised Premises from any adjoining properties, including properties owned by the Lessor.

B. Notwithstanding any other provision of this Lease, the Lessor, in its capacity as both owner of the Demised Premises as landlord under this Lease, shall retain any legal responsibility or liability, subject to available defenses, the Lessor may have under law for any Pre-Existing

Condition. This retained responsibility and duty includes the duty to assess, remove and remediate Pre-Existing Conditions on or affecting the Demised Premises as ordered by a state or federal agency, subject to the availability of a comfort letter. This provision shall not inure to the benefit of third parties and shall not be interpreted to enlarge any liabilities owed by the Lessor or to require the Lessor to absorb any duties, responsibilities or liabilities that it does not already have for the Pre-Existing Conditions.

C. Lessee agrees to provide reasonable notice to the Lessor of any claims by adjoining or affected property owners, third parties, or parties making claims through a citizen action or private right of action under applicable law, environmental statutes or regulations which arise out of or are related to Pre-Existing Conditions on the Demised Premises. Upon receipt of such notice, to the fullest extent allowed by law, the Lessor agrees to defend, hold harmless and indemnify Lessee for costs and expenses associated with responding to any claims by adjoining property owners, third parties, or parties making claims through a citizen action or private right of action under applicable environmental statutes or regulations which arise out of or are directly related to Pre-Existing Conditions on the Demised Premises.

D. To the fullest extent allowed by law, the Lessor agrees to indemnify Lessee for reasonable costs and expenses associated with responding to any legally enforceable order regarding Pre-Existing Conditions from any governmental agency or court with proper jurisdiction to the extent that the Lessor, after Lessee has given reasonable notice of the governmental order to the City, does not timely and reasonably respond to said inquiry or order and if the Lessee allows full access to the Premises as necessary, as provided herein. The Lessor's right of appeal and negotiation are not waived by the foregoing and the filing of an appeal or negotiation with the governmental agency are considered timely and reasonable response. However, the Lessor agrees to indemnify Lessee for any penalties and fines Lessee incurs as a result of any such appeal or negotiation.

E. Lessor shall provide reasonable notice to Lessee prior to requesting access for the purposes set forth above. Lessee agrees to allow the Lessor to have access to and use of the Demised Premises to times and locations which will minimize any disruption and which will not materially or unreasonably interfere with the operation or possession of the Demised Premises as required to respond to any governmental inquiry or order as described above. Except as set out below, the terms of this provision shall not be construed to require that the Lessee is under any obligation to Lessor to move, damage, or modify personal property, fixtures, or buildings on the Demised Premises or to allow Lessor to affect or modify this Lease, whether by lien, easement, or governmental order, except to the extent that use limitations and environmental protection easements may be placed on the Demised Premises which do not change or interfere with the actual or proposed use of the Demised Premises by Lessee. The Lessee agrees that it will not install drinking water wells or otherwise obtain potable water for the purpose of consumption or bodily contact from the groundwater underneath the Demised Premises and agrees to execute any necessary waivers or easements to that effect. If the Lessor is required by a state or federal agency to take such action which materially or unreasonably interferes with the operation or possession of the Demised Premises, or otherwise damages the property of Lessee, then the Lessor shall be required to pay the reasonable costs associated with such activity, including, without limitation, loss of income, economic damages, property damage, and other costs and expenses, whether temporary or permanent in nature, incurred by Lessee by reason of the interference.

B. Lessee covenants and agrees to promptly notify Lessor of any release of Hazardous Substance in, on or about the Demised Premises of which Lessee has actual knowledge.

C. Lessee covenants and agrees to promptly take any and all necessary and appropriate response to address any release of Hazardous Substance for which Lessee is responsible under Section 12.2A. Such response shall include, without limitation, notification to appropriate governmental authorities, as may be required by law.

D. Lessee covenants and agrees to not manufacture, treat or dispose of Hazardous Substances at the Demised Premises or knowingly allow the manufacture, treatment, or disposal of Hazardous Substances same on the Demised Premises.

For the purposes of this Lease, "Hazardous Substance" or "Hazardous Substances" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government, the State of Iowa or the United States Government. It includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" or "hazardous waste" under Chapter 455B, Iowa Code, (ii) petroleum and petroleum products, (iii) asbestos containing materials in any form or condition, (iv) designated as a "hazardous substance" pursuant to 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.

ARTICLE 13 INDEMNIFICATION

13.1 Indemnification of Lessee.

A. To the extent allowed by law, Lessor will indemnify and save harmless Lessee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Lessee by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Demised Premises and resulting from any act or omission of Lessor, (b) any failure on the part of Lessor to perform or comply with any of the terms of this Lease and (c) any breach on the part of Lessor of any warranty or representation contained in Article 11. In case any action, suit or proceeding is brought against Lessee by reason of such occurrence, Lessor will, at Lessor expense and discretion, either defend such action, suit or proceeding, or cause the same to be defended by counsel approved by Lessee, which approval will not be unreasonably withheld.

B. Lessee shall have the right to perform environmental site assessments of the Demised Premises to assess the environmental condition of the Demised Premises for the

purpose of constructing a hotel. Any results or reports created by such site assessment shall be the property of Lessee and may be used by Lessee and Lessor for any purpose provided that Lessor shall not disclose any such report or the information contained therein to any third party unless required to do so by law or legal process.

13.2 Indemnification of Lessor. Lessee will indemnify and save harmless Lessor from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Lessor by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Demised Premises during the term of this Lease and resulting from any negligence of Lessee or anyone claiming by, through or under Lessee during the term of the Lease and (b) any failure on the part of Lessee to perform or comply in any material respect with any of the material terms of this Lease, and (c) any material breach on the part of Lessee of any warranty or representation contained in Article 12. In case any action, suit or proceeding is brought against Lessor by reason of such occurrence, Lessee will, at Lessee's expense and discretion, either defend such action, suit or proceeding, or cause the same to be defended by counsel approved by Lessor, which approval will not be unreasonably withheld.

13.3 Survival. The obligations and liabilities under this Article shall survive and continue in full force and effect and shall not be terminated, discharged or released, in whole or in part, irrespective of the termination or expiration of the term of this Lease.

ARTICLE 14 CONDEMNATION

14.1 Entire Condemnation. If at any time during the term of this Lease all or substantially all of the Demised Premises or the Improvements thereon shall be taken in the exercise of the power of eminent domain by any sovereign, municipality or other public or private authority, then this Lease shall terminate on the date of vesting of title in such taking and any prepaid rent shall be apportioned as of said date. Substantially all of the Demised Premises and the Improvements thereon shall be deemed to have been taken if the remaining portion of the Demised Premises shall not be of sufficient size to permit Lessee, in Lessee's sole discretion, to operate its business thereon in a manner similar to that prior to such taking.

14.2 Allocation of Award. Any award for such taking of all or substantially all of the Demised Premises shall be paid to the parties hereto in accordance with the following:

A. To Lessor, the amount of the award attributable to the Demised Premises, determined as if this Lease was not in effect at the time of such award, excluding therefrom the amount of the award attributable to the Improvements, and all other sums not directly attributable to the value of the Land constituting the Demised Premises;

B. To Lessee, the entire award except that portion allocated to Lessor above.

14.3 Partial Condemnation. If less than all or substantially all of the Demised Premises or the Improvements thereon shall be taken in the exercise of the power of eminent domain by

any sovereign, municipality or other public or private authority, then Lessee, at its option, may elect to continue this Lease in full force and effect or terminate this Lease. If Lessee shall elect to maintain this Lease in full force and effect, the award for such partial condemnation shall be allocated as provided in Section 14.2, and Lessee shall proceed with reasonable diligence to carry out any necessary repair and restoration so that the remaining Improvements and appurtenances shall constitute a complete structural unit or units which can be operated on an economically feasible basis under the provisions of this Lease. In the event Lessee elects to continue this Lease in full force and effect after a partial condemnation, the Base Rent shall be reduced in proportion to the area of the Demised Premises taken.

Should Lessee elect to terminate this Lease upon a partial condemnation, Lessee shall provide Lessor with written notice of such election within thirty (30) days after the date of vesting of title for such taking. Lessee shall specify in such written notice the date on which this Lease shall terminate, which date shall be not less than 60 days nor more than 360 days after delivery of such notice to Lessor (the "Termination Date"). In the event Lessee terminates this Lease, as provided for in this Section 13.3, Lessee shall be entitled to the entire award for such partial taking.

14.4 Temporary Taking. If the temporary use of the whole or any part of the Demised Premises or the Improvements thereon or the appurtenances thereto shall be taken at any time during the term of this Lease in the exercise of the power of eminent domain by any sovereign, municipality, or other authority, the term of this Lease shall not be reduced or affected in any way, and Lessee shall continue to pay in full the rent, additional rent and other sum or sums of money and charges herein reserved and provided to be paid by Lessee, and the entire award for such temporary taking shall be paid to Lessee. Lessee shall repair and restore any and all damage to the Demised Premises and the Improvements as soon as reasonably practicable after such temporary taking.

14.5 Effect of Taking. If any taking renders the construction of the hotel and/or water park impossible, any financial penalties set forth in Section 1.3 due after such taking shall not be applicable.

ARTICLE 15 ASSIGNMENT AND SUBLETTING

Prior to the issuance of the Certificate of Completion (as defined in Section 3.4 of the Development Agreement) for the Minimum Improvements, this Lease may not be assigned by Lessee without the prior written consent of the Lessor. After the issuance of the Certificate of Completion, the Lessee shall have the right to transfer and assign this Lease to a third party, subject to the consent of Lessor which consent shall not be unreasonably withheld, provided said third party agrees to comply with the terms and conditions of this Lease.

ARTICLE 16 DEFAULT

16.1 Lessor's Rights in the Event of Lessee's Default. If Lessee shall fail or neglect to observe, keep or perform any of the covenants, terms or conditions contained in this Lease on its

part to be observed, kept or performed, and the default shall continue for a period of thirty (30) days after written notice from Lessor setting forth the nature of Lessee's default (it being intended that in connection with a default not susceptible of being cured with diligence within thirty (30) days, the time within which Lessee has to cure the same shall be extended for such period as may be necessary to complete the same with all due diligence, but in no event longer than ninety (90) days), then and in any such event, Lessor shall have the right at its option, on written notice to Lessee, to terminate this Lease. Lessor shall thereafter have the right to enter and take possession of the Demised Premises with process of law and to remove all personal property from the Demised Premises and all persons occupying the Demised Premises and to use all necessary force therefor and in all respects to take the actual, full and exclusive possession of the Demised Premises and every part of the Demised Premises as of Lessor's original estate, without incurring any liability to Lessee or to any persons occupying or using the Demised Premises for any damage caused or sustained by reason of such entry on the Demised Premises or the removal of persons or property from the Demised Premises.

16.2 Rights of Holder of Encumbrance in Event Lessee Defaults. If Lessee fails or neglects to observe, keep or perform any of the covenants, terms or conditions contained in this Lease on its part to be observed, kept or performed, the Holder of any indebtedness secured by an encumbrance on the leasehold estate under this Lease shall have thirty (30) days after receipt of written notice from Lessor setting forth the nature of Lessee's default and a reasonable time thereafter if it shall have commenced foreclosure or other appropriate proceedings in the nature thereof within such thirty (30) days and is diligently prosecuting such proceedings, but in no event longer than ninety (90) days, within which to endeavor to make good or remove the default or cause for termination of the Lease. All right of Lessor to terminate this Lease on the failure or neglect of Lessee to observe, keep and perform the covenants, terms and conditions of this Lease is, and shall continue to be, at all times prior to payment in full of the indebtedness to the Holder of Lessee, subject to and conditioned on Lessor's having first given the Holder written notice thereof and the Holder having failed to cause the default or cause for termination to be made good or removed within thirty (30) days after receiving written notice of default or cause for termination or within a reasonable time thereafter if it shall have commenced foreclosure or other appropriate proceedings in the nature of foreclosure within such thirty (30) days and is diligently prosecuting such proceedings, but in no event longer than ninety (90) days. In the event that the Lease is terminated due to the Lessee's bankruptcy, insolvency or other proceedings, and in the event the Holder has complied with the terms of this Section 16.2, then Lessor at Holder's option, shall enter into a new lease with Holder or the successful bidder at foreclosure on the same terms as this Lease, for the term then remaining, and specifically preserving all unexercised options.

16.3 Lessee's Rights in the Event of Lessor's Default. If Lessor shall fail or neglect to observe, keep or perform any of the covenants, terms or conditions contained in this Lease on its part to be observed, kept or performed, and the default shall continue for a period of thirty (30) days after written notice from Lessee setting forth the nature of Lessor's default (it being intended that in connection with a default not susceptible of being cured with diligence within thirty (30) days, the time within which Lessor has to cure the same shall be extended for such period as may be necessary to complete the same with all due diligence, but in no event longer than ninety (90) days), then and in any such event, Lessee shall have all rights available to it provided by law or equity.

ARTICLE 17

RIGHT TO CURE OTHER'S DEFAULTS

Whenever and as often as a party shall fail or neglect to comply with and perform any term, covenant, condition or agreement to be complied with or performed by such party hereunder, then, following thirty (30) days' prior written notice to such defaulting party (or such additional time to cure as may be accorded Lessee pursuant to Section 16.1 above, but in no event longer than ninety (90) days), the other party, at such other party's option, in addition to all other remedies available to such other party, may perform or cause to be performed such work, labor, services, acts or things, and take such other steps, including entry onto the Demised Premises and the Improvements thereon, as such other party may deem advisable, to comply with and perform any such term, covenant, condition or agreement which is in default, in which event such defaulting party shall reimburse such other party upon demand, and from time to time, for all costs and expenses suffered or incurred by such other party in so complying with or performing such term, covenant, condition or agreement. The commencement of any work or the taking of any other steps or performance of any other act by such other party pursuant to the immediately preceding sentence shall not be deemed to obligate such other party to complete the curing of any term, covenant, condition or agreement which is in default.

ARTICLE 18 QUIET ENJOYMENT

Lessor covenants that at all times during the term of this Lease, so long as Lessee is not in default hereunder, Lessee's quiet enjoyment of the Demised Premises or any part thereof shall not be disturbed by any act of Lessor, or of anyone acting by, through or under Lessor.

ARTICLE 19 ESTOPPEL CERTIFICATES

Each party hereto agrees that at any time and from time to time during the term of this Lease, within ten (10) days after request by the other party hereto or by any lender having an interest in Lessee's leasehold estate, it will execute, acknowledge and deliver to the other party or to such lender or any prospective purchaser, assignee or any mortgagee designated by such other party, a certificate stating (a) that this Lease is unmodified and in force and effect (or if there have been modifications, that this Lease is in force and effect as modified, and identifying the modification agreements), (b) the date to which rent has been paid, (c) whether or not there is any existing default by Lessee in the payment of any rent or other sum of money hereunder, and whether or not there is any other existing default by either party hereto with respect to which a notice of default has been served, and, if there is any such default, specifying the nature and extent thereof; and (d) whether or not there are any setoffs, defenses or counterclaims against enforcement of the obligations to be performed hereunder existing in favor of the party executing such certificate.

ARTICLE 20 WAIVER

No waiver by either party hereto of any breach by the other of any term, covenant, condition or agreement herein and no failure by any party to exercise any right or remedy in respect of any breach hereunder, shall constitute a waiver or relinquishment for the future of any

such term, covenant, condition or agreement or of any subsequent breach of any such term, covenant, condition or agreement, nor bar any right or remedy of the other party in respect of any such subsequent breach, nor shall the receipt of any rent, or any portion thereof, by Lessor, operate as a waiver of the rights of Lessor to enforce the payment of any other rent then or thereafter in default, or to terminate this Lease, or to recover the Demised Premises, or to invoke any other appropriate remedy which Lessor may select as herein or by law provided.

ARTICLE 21 SURRENDER

Lessee shall, on the last day of the term of this Lease or upon any termination of this Lease, surrender and deliver up the Demised Premises, with the Improvements then located thereon into the possession and use of Lessor, without fraud or delay and in good order, condition and repair, reasonable wear and tear excepted, free and clear of all lettings and occupancies, free and clear of all liens and encumbrances other than those existing on the date of this Lease and those, if any, created by Lessor, without (except as otherwise provided herein) any payment or allowance whatever by Lessor on account of or for any buildings and Improvements erected or maintained on the Demised Premises at the time of the surrender, or for the contents thereof or appurtenances thereto. Lessee's Trade Fixtures, personal property and other belongings of Lessee or of any sublessee or other occupant of space in the Demised Premises shall be and remain the property of Lessee, and Lessee shall have a reasonable time after the expiration of the term of this Lease (not to exceed thirty (30) days) to remove the same.

ARTICLE 22 MEMORANDUM OF LEASE

Each of the parties hereto will, promptly upon request of the other, execute a memorandum of this Lease in a form suitable for recording setting forth the names of the parties hereto and the term of this Lease, identifying the Demised Premises, and also including such other clauses therein as either party may desire, except the amounts of Basic Rent payable hereunder.

ARTICLE 23 NOTICES

23.1 All notices, demands or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and by facsimile addressed as follows:

TO LESSOR: City of Dubuque, Iowa
City Manager
City Hall
13th and Central Avenue
Dubuque IA 42001
Fax 319 589-4149

TO LESSEE: Platinum Holdings, LLC

801 Jackson St.
Dubuque, IA 52001

23.2 The address and/or fax number to which any notice, demand or other writing may be given or made or sent to any party as above provided may be changed by written notice given by the party as above provided.

ARTICLE 24
MISCELLANEOUS

24.1 Time of the Essence. Time is of the essence of this Lease and all of its provisions.

24.2 Governing Law. It is agreed that this Lease shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.

24.3 Paragraph Headings. The titles to the paragraphs of this Lease are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Lease.

24.4 Modification of Agreement. Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

24.5 Parties Bound. This Lease shall be binding on and shall inure to the benefit of and shall apply to the respective successors and assigns of Lessor and Lessee. All references in this Lease to "Lessor" or "Lessee" shall be deemed to refer to and include successors and assigns of Lessor or Lessee without specific mention of such successors or assigns.

24.6 Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, unavailability of construction materials, unavailability or excessive price of fuel, power failure, riots, insurrection, war, terrorist activities, explosions, hazardous conditions, fire, flood, weather or acts of God, or by reason of any other cause beyond the exclusive and reasonable control of the party delayed in performing work or doing acts required under the terms of this Lease (collectively "Force Majeure"), then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

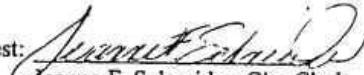
24.7 Conflict. To the extent there is a conflict of terms between the Development Agreement and this Lease, the terms of the Development Agreement shall control.

24.8 Entire Agreement. This Agreement, along with the Development Agreement and Minimum Assessment Agreement, constitutes the entire agreement between the Lessor and the Lessee regarding the lease of the Demised Premises and supercedes all previous oral or written agreements between the parties regarding the subject matter of this Lease.

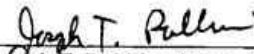
LESSOR:

CITY OF DUBUQUE, IOWA

Attest:


Jeanne F. Schneider, City Clerk

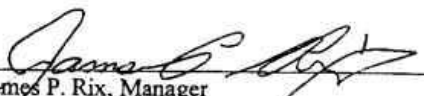
By:


Joseph T. Robbins, Mayor Pro Tem

LESSEE:

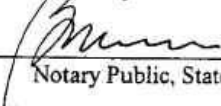
PLATINUM HOLDINGS, LLC

By:


James P. Rix, Manager

STATE OF IOWA, DUBUQUE COUNTY) ss:

On this 4th day of April, 2001, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James P. Rix, to me personally known, who being by me duly sworn, did say that he is the Manager of the limited liability company executing the within and foregoing instrument to which this is attached; that said instrument was signed on behalf of the limited liability company by authority of its Managers; and that James P. Rix, as Manager, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by him voluntarily executed.


Notary Public, State of Iowa

STATE OF IOWA, DUBUQUE COUNTY) ss:

On this 4th day of April, 2001, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared James T. Robbins and Jeanne F. Schneider, to me personally known, who, being by me duly sworn, did say that they are the Mayor Pro Temp and City Clerk, respectively, of the City of Dubuque, Iowa, executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the City by authority of its City Council; and that Joseph T. Robbins and Jeanne F. Schneider, as Mayor Pro Tem and City Clerk, respectively, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the City, by it and by them voluntarily executed.

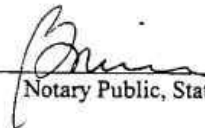

Notary Public, State of Iowa

EXHIBIT "A"

LEGAL DESCRIPTION OF DEMISED PREMISES

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 5TH day of January, 2026, 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 assign its Lease Agreement with Westdale Capital Investors 3, LP as successor in interest to Platinum Holdings, LLC to Riddle's Group, Inc.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official City Council agenda will be posted the Friday before the meeting and will contain public input options. The agenda can be accessed at <https://dubuqueia.portal.civicclerk.com/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments on the public hearing may be submitted to the City Clerk's Office by email at ctyclerk@cityofdubuque.org or by mail to City Hall, 50 W. 13th St., Dubuque, IA 52001, before the scheduled hearing. The City Council will review all written comments at the time of the hearing.

Documents related to the public hearing are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals requiring special assistance should contact the City Clerk's Office as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 15th day of December 2025.

Adrienne N. Breittfelder, CMC, City Clerk

RESOLUTION NO.

FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON AN ASSIGNMENT OF THE LEASE AGREEMENT BETWEEN THE CITY OF DUBUQUE, IOWA AND WESTDALE CAPITAL INVESTORS 3, LP AS SUCCESSOR IN INTEREST TO PLATINUM HOLDINGS, LLC TO RIDDLE'S GROUP, INC., FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON THE PROPOSED ASSIGNMENT OF THE LEASE AGREEMENT, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF

WHEREAS, Platinum Holdings, LLC (Platinum) and the City of Dubuque, Iowa (City) entered into a Lease Agreement dated June 14, 2001 (Lease Agreement), as amended; and

WHEREAS, Westdale is the successor in interest to Platinum pursuant to a foreclosure judgment and sale; and

WHEREAS, Westdale desires to assign the Lease Agreement to Riddle; and

WHEREAS, the City Council has tentatively determined that it would be in the best interests of City to approve the Assignment from Westdale Capital Investors 3 LP as successor in interest to Platinum Holdings, LLC. to Riddle's Group, Inc.; and

WHEREAS, before said Assignment may be approved, Iowa Code §364.7 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA 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 Assignment of the Lease Agreement by and between City of Dubuque and Westdale Capital Investors 3, LP as successor in interest to Platinum Holdings, LLC to Riddle's Group, Inc.; to be held on the 5th day of January 2026, at 6:30 p.m. for the purpose of receiving public input and comment regarding the proposed Assignment of the Lease Agreement between the City of Dubuque and Westdale Capital Investors 3, LP as successor in interest to Platinum Holdings, LLC to Riddle's Group, Inc.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of approving the Assignment of the Lease Agreement

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 _____ day of _____, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 6.

ITEM TITLE:	Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and GT Novelty Condos, 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 January 5, 2026, on a proposed Development Agreement by and between the City of Dubuque, Iowa and GT Novelty Condos, 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 Gt Novelty Condos, 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 January 5, 2026
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Development Agreement 4. Notice of Hearing 5. Resolution Setting Hearing

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and GT Novelty Condos, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: December 11, 2025

Economic Development Director Jill Connors is recommending City Council adopt the attached resolution setting a public hearing for January 5, 2026, on a proposed Development Agreement by and between the City of Dubuque, Iowa and GT Novelty Condos, LLC, providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

The key elements of the Development Agreement include the following:

- Developer will make a capital investment of approximately \$6 million dollars to redevelop the property.
- Developer must create 34 condominium units.
- 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 \$1,030,104.
- City will award a \$10,000 Housing Creation Grant for each new unit created, for a total of \$340,000.
- City will amend the Greater Downtown Urban Renewal District Plan to accommodate the issuance of tax increment financing incentives.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director



Economic Development
Department
50 West 13th Street
Dubuque, Iowa 52001-4864
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and GT Novelty Condos, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: December 10, 2025

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached resolution setting a public hearing for January 5, 2026 on a proposed Development Agreement by and between the City of Dubuque, Iowa and GT Novelty Condos, LLC, providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

BACKGROUND

GT Novelty Condos, LLC is an Iowa limited liability company whose principals are Gary Carner and Tom Kelzer. Mr. Carner and Mr. Kelzer have both successfully completed a number of projects in the City of Dubuque, including the Crescent Community Health Center building, the TownePlace Suites near the Millwork District, and other smaller redevelopment projects.

DISCUSSION

GT Novelty Condos, LLC owns the Novelty Iron Works building at 333 E. 10th Street in the Millwork District. This mixed-use property currently includes retail establishments throughout most of the first floor and 76 apartments on the upper floors above the center and eastern-most parts of the building. The western-most portion of the building was completed to the “white-box stage” during original redevelopment of the building by the prior owner. A “white-box stage” area is a commercial space finished only to a basic, code-compliant shell with essential utilities in place, leaving all final interior build-

out to the tenant. This section of the building has been vacant since the original redevelopment areas were completed in 2016.

GT Novelty Condos, LLC has purchased the building and is proposing to construct for-sale condominiums in the white-box area of the building.

The key elements of the Development Agreement include the following:

- Developer will make a capital investment of approximately \$6 million dollars to redevelop the property.
- Developer must create 34 condominium units.
- 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 \$1,030,104.
- City will award a \$10,000 Housing Creation Grant for each new unit created, for a total of \$340,000.
- City will amend the Greater Downtown Urban Renewal District Plan to accommodate the issuance of tax increment financing incentives.

The Development Agreement requires the Developer to accept applications from prospective tenants with housing choice vouchers (issued under the U.S. HUD's Section 8 voucher program or a similar program) that are otherwise qualified prospective tenants.

RECOMMENDATION/ ACTION STEP

I recommend the City Council adopt the attached resolution setting a January 5, 2026 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
GT NOVELTY CONDOS, LLC**

This Development Agreement (hereinafter, the "Agreement"), dated for reference purposes the ____ day of _____, 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 GT Novelty Condos, LLC, an Iowa limited liability company ("Developer").

WHEREAS, Developer is the owner of the following real estate located in the City of Dubuque, County of Dubuque, State of Iowa:

Unit 4 of Novelty Iron Works Condominiums located on Lot 1 of Lot 1 of Center City Place #2, in the City of Dubuque, Iowa, according to the Declaration of Submission to Horizontal Property Regime, Instrument #2014-2934, as amended, and the recorded Plat thereof.

as shown on Exhibit B (the "Property"); and

WHEREAS, Developer desires to undertake a rehabilitation of the Property by constructing thirty-four (34) condominium units and common areas (the "Project"), substantially as shown on the site plan set forth in Exhibit C attached hereto (as may be amended as hereinafter provided in this Agreement, the "Site Plan"), on 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 Project 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 and completion of the Project; 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, (the "Urban Renewal Plan"), Exhibit A, 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. REPRESENTATIONS OF CITY. To induce Developer to enter into this Agreement and carry out the Project, City hereby represents and warrants to Developer, that:

1.1 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 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 D.

1.2 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.

1.3 City shall exercise its best efforts to cooperate with Developer in the development process.

1.4 City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.

1.5 The Property is properly zoned for the various uses described in this Agreement.

1.6 City represents and agrees that use of the Property as described in this Agreement is in full compliance with the Urban Renewal Plan.

1.7 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 City may be subject.

1.8 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 2. REPRESENTATIONS OF DEVELOPER. The Developer makes the following representations and warranties:

2.1 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.

2.2 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 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.

2.3 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.

2.4 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.

2.5 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.

2.6 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.

2.7 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 3. 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:

3.1 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 F, to that effect.

3.2 Developer shall have obtained at its sole expense any and all necessary governmental approvals, including without limitation, building permits, approval of zoning, subdivision or platting which might be necessary or desirable in connection with the 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 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.

3.3 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.

3.4 Developer shall be in material compliance with all the terms and provisions of this Agreement.

3.5 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.

3.6 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.

3.7 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.

SECTION 4. CLOSING. The Closing of this Agreement (the Closing) shall be on or before January 7, 2025, ("the Closing Date").

SECTION 5. CITY'S OBLIGATIONS AT CLOSING. At or prior to the Closing Date, City shall:

5.1 Deliver to Developer such documents as may be required by this Agreement or as may be reasonably required or as may be necessary to consummate the transactions contemplated by this Agreement, all in a form satisfactory to Developer.

5.2 Deliver to Developer a statement at the Closing that all representations and warranties in Section 1 are correct.

SECTION 6. MINIMUM IMPROVEMENTS.

6.1 Minimum Improvements. Developer will make a capital investment of approximately Six Million Dollars (\$6,000,000.00) to improve the Property (the Minimum Improvements). The Minimum Improvements include creating at least thirty-four (34) residential units.

6.2 Timing of Improvements. Developer hereby agrees that construction of the Minimum Improvements on the Property shall be commenced on or before November

15, 2025, and shall be substantially completed by June 1, 2027. 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.

6.3 Plans for Construction of Minimum Improvements. Prior to the Closing Date 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.

6.4 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 as shown on Exhibit G 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.

6.5 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 7. CITY PARTICIPATION.

7.1 Development Incentive Grant to Developer.

(1) City agrees to provide to Developer on the terms and conditions set forth in the Downtown Housing Incentive Program attached hereto as Exhibit H, a grant in an amount not to exceed Three Hundred Forty Thousand Dollars (\$340,000.00) (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 unit that receives a Certificate of Completion up to a maximum of thirty-four units. 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.

7.2 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, 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
November 1, 2043	May 1, 2044

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 value as of January 1, 2025 is as follows: Three Hundred Twenty-Five Thousand Nine Hundred Dollars (\$325,900.00).

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) To fund the Economic Development Grants, City shall certify to the County prior to December 1 of each year, commencing 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 2028, the Economic Development Grants in respect thereof would be paid to the Developer on November 1, 2029, and May 1, 2030).

(3) 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 "GT Novelty Condos 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 GT Novelty Condos TIF Account to pay the Economic Development Grants, as and to the extent set forth in Section 7.2(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 GT Novelty Condos 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 7.2(3).

(4) 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 7.2(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.

7.4 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 7.4 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 7.4 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.

4) 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.

SECTION 8. COVENANTS OF DEVELOPER.

8.1 Operation of Property; Housing Vouchers. For and in consideration of the Grants 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) 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.

8.2 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.

8.3 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.

8.4 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.

8.5 Non-transferability; Permitted Transfers. Until such time as the applicable Minimum Improvements are complete (as certified by City under Section 6.4), 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.

8.6 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

8.7 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.

8.8 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.

8.9 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.

8.10 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 7 or elsewhere herein, then Developer may apply for additional incentives or grants from City or third parties, as the case may be.

1.11 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.
- (1) This Section 9.3 shall survive the termination of this Agreement.

SECTION 9. 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:

9.1 Failure by Developer to pay or cause to be paid, before thirty (30) 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;

9.2 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 14.4 hereof);

9.3 Subject to Section 8.5, 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

9.4 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 10. REMEDIES ON DEFAULT BY DEVELOPER.

10.1 Whenever any Event of Default referred to in Section 9 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

SECTION 11. 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 12. REMEDIES GENERALLY.

12.1 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.

12.2 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.

12.3 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.

12.4 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 13. GENERAL TERMS AND CONDITIONS.

13.1 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:	GT Novelty Condos, LLC 9565 Royal Wood Drive Peosta, Iowa 52068
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. 13 th 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.

13.2 Binding Effect; Assignment. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties.

13.3 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, 2044 unless the Economic Development Grants are delayed due to the completion date of construction as provided in Section 6.2, in which case this Agreement will terminate June 1, 2045 (the "Termination Date"), unless otherwise extended as provided herein.

13.4 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.

13.5 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.

13.6 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.

13.7 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.

13.8 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.

13.9 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.

13.10 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.

13.11 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 I in the office of the Recorder of Dubuque County, Iowa. Developer shall pay the costs for so recording.

13.12 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.

13.13 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

GT NOVELTY CONDOS, LLC

By: _____
Brad M. Cavanagh, Mayor

By: Tom Kelze
Its: President

By: _____
Adrienne N. Breitfelder, City Clerk

By: _____
Its : _____

LIST OF EXHIBITS

EXHIBIT A	Urban Renewal Plan
EXHIBIT B	The Property
EXHIBIT C	Site Plan
EXHIBIT D	City Attorney Certificate
EXHIBIT E	Opinion of Developer's Counsel
EXHIBIT F	City Certificate
EXHIBIT G	Certificate of Completion
EXHIBIT H	Downtown Housing Incentive Program Guidelines
EXHIBIT I	Memorandum of Development Agreement

EXHIBIT A

URBAN RENEWAL PLAN

(on file in City Clerk's office, 50 W. 13th Street, Dubuque, IA 52001)

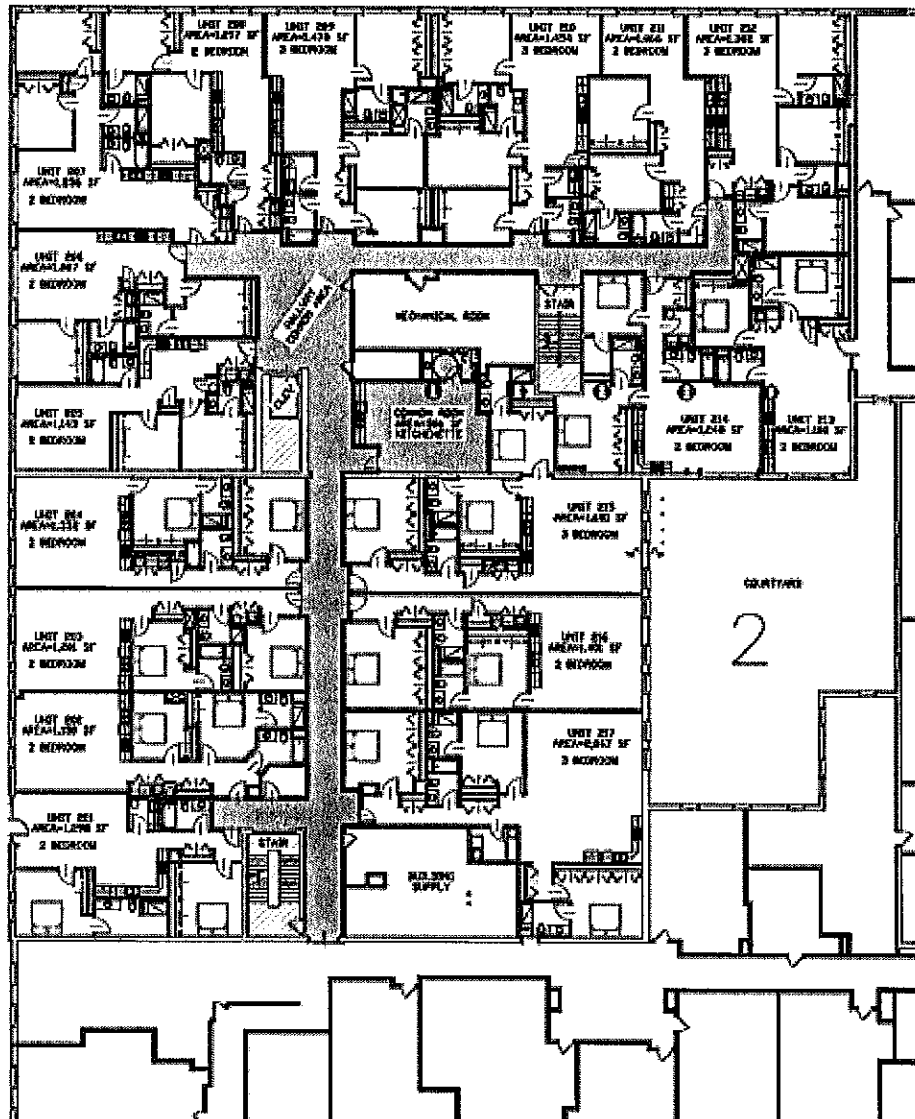
EXHIBIT B
THE PROPERTY

Legal Description of Real Estate

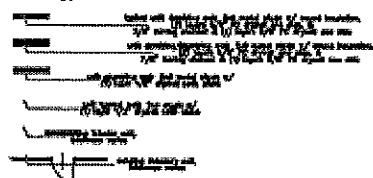
Unit 4 of Novelty Iron Works Condominiums located on Lot 1 of Lot 1 of Center City Place #2, in the City of Dubuque, Iowa, according to the Declaration of Submission to Horizontal Property Regime, Instrument #2014-2934, as amended, and the recorded Plat thereof.

EXHIBIT C
SITE PLAN

2ND FLOOR IRON WORKS CONDOS



Wall Types



LEGEND



NOTES

1. THIS UNIT IS TO BE USED AS A RESIDENTIAL UNIT.
2. THE UNIT IS TO BE USED AS A RESIDENTIAL UNIT.
3. THE UNIT IS TO BE USED AS A RESIDENTIAL UNIT.
4. THE UNIT IS TO BE USED AS A RESIDENTIAL UNIT.

SHEET 1 OF 1

UNIT 307 AREA=1,236 SF 2 BEDROOM

UNIT 306 AREA=1,217 SF 2 BEDROOM

UNIT 305 AREA=1,233 SF 2 BEDROOM

UNIT 304 AREA=1,233 SF 2 BEDROOM

UNIT 303 AREA=1,226 SF 2 BEDROOM

UNIT 302 AREA=1,229 SF 2 BEDROOM

UNIT 301 AREA=1,236 SF 2 BEDROOM

UNIT 308 AREA=1,476 SF 3 BEDROOM

UNIT 309 AREA=1,476 SF 3 BEDROOM

UNIT 310 AREA=1,424 SF 3 BEDROOM

UNIT 311 AREA=1,424 SF 3 BEDROOM

UNIT 312 AREA=1,424 SF 3 BEDROOM

UNIT 313 AREA=1,424 SF 3 BEDROOM

UNIT 314 AREA=1,424 SF 3 BEDROOM

UNIT 315 AREA=1,424 SF 3 BEDROOM

UNIT 316 AREA=1,424 SF 3 BEDROOM

UNIT 317 AREA=1,424 SF 3 BEDROOM

MECHANICAL ROOM

ELECTRICAL ROOM

CORRIDOR

STAIR

BUILDING SUPPLY

COURTYARD

3

[illegible]

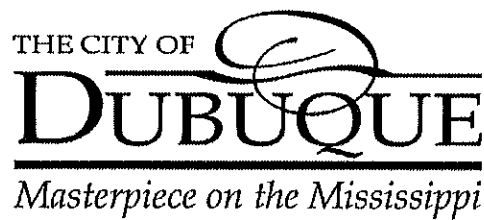
COMMON AREA

HIGHLY SENSITIVE AREA

FBI MEMPHIS
 TELETYPE UNIT
 MAY 10 1968
 TO DIRECTOR
 FROM MEMPHIS
 RE: MARTIN LUTHER KING, JR.
 CIVIL RIGHTS
 MAY 10 1968
 PAGE TWO
 SHEET 1 OF 1

EXHIBIT D
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 GT Novelty Condos, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 2025.

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 E

OPINION OF DEVELOPER'S COUNCIL

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 GT Novelty Condos, 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 _____, 2025.

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the Development Agreement and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. Developer is a limited liability company organized and existing under the laws of the State of Iowa and has full power and authority to execute, deliver and perform in full the Development Agreement. The Development Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. To our actual knowledge with no duty to inquire, the execution, delivery and performance by Developer of the Development Agreement and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the articles of incorporation and bylaws of Developer, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which Developer is a party or by which Developer's property is bound or subject.

3. To our actual knowledge with no duty to inquire, there are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in

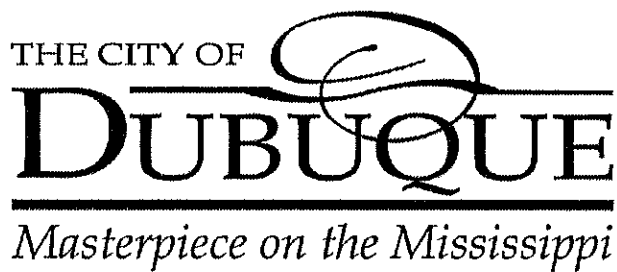
any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform Developer's obligations thereunder.

This opinion is rendered for the sole benefit of the City of Dubuque and no other party may rely on this opinion.

This opinion is rendered and valid as of the date of this letter and we have no duty to update this opinion for any matters which come to our knowledge after the date of this letter.

Sincerely,

EXHIBIT F
CITY CERTIFICATE



2007★2012★2013
2017★2019

City Manager's Office
City Hall
50 West 13th Street
Dubuque, Iowa 52001-4864
(563) 589-4110 office
(563) 589-4149 fax
ctymgr@cityofdubuque.org

(DATE)

Dear _____:

I am the City Manager of the City of Dubuque, Iowa and have acted in that capacity in connection with the execution and delivery of a certain Development Agreement between GT Novelty Condos, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ____ day of _____, 2025.

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 G
CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa, a municipal corporation (the "Grantor"), has granted incentives to GT Novelty Condos, 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:

Unit 4 of Novelty Iron Works Condominiums located on Lot 1 of Lot 1 of Center City Place #2, in the City of Dubuque, Iowa, according to the Declaration of Submission to Horizontal Property Regime, Instrument #2014-2934, as amended, and the recorded Plat thereof.

(the "Development Property"); and

WHEREAS, said Agreement incorporated and contained certain covenants and conditions with respect to the rehabilitation of the Development Property, and obligated the Grantee to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, the Grantee has to the present date performed said covenants and conditions insofar as they relate to the construction of the Minimum Improvements in a manner deemed sufficient by the Grantor to permit the execution and recording of this certification; and

NOW, THEREFORE, pursuant to Section 6.4 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

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 I
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 GT Novelty Condos, LLC was made regarding the following described premises:

Unit 4 of Novelty Iron Works Condominiums located on Lot 1 of Lot 1 of Center City Place #2, in the City of Dubuque, Iowa, according to the Declaration of Submission to Horizontal Property Regime, Instrument #2014-2934, as amended, and the recorded Plat thereof.

The Development Agreement is dated for reference purposes the ____ day of _____, 20__, and contains covenants, conditions, and restrictions concerning the sale and use of said premises.

This Memorandum of Development Agreement is recorded for the purpose of constructive notice. In the event of any conflict between the provisions of this Memorandum and the Development Agreement itself, executed by the parties, the terms and provisions of the Development Agreement shall prevail. A complete counterpart of the Development Agreement, together with any amendments thereto, is in the possession of the City of Dubuque and may be examined at its offices as above provided.

Dated this ____ day of _____, 20__.

CITY OF DUBUQUE, IOWA

By _____

Barry A. Lindahl, Senior Counsel

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____ day of _____, 2025, 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

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 5th day of January, 2026, 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 GT Novelty Condos, LLC, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W 13th Street, Dubuque, Iowa, providing for the issuance of economic development grants (Urban Renewal Tax Increment Revenue Grant Obligations) described therein in order to carry out the purposes and objectives of the Urban Renewal Plan for the Greater Downtown Urban Renewal Area Economic Development District, consisting of the funding of economic development grants for GT Novelty Condos, 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 \$1,030,104.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official agenda will be posted the Friday before the meeting and will contain public input options. The City Council agenda can be accessed at <https://cityofdubquue.novusagenda.com/AgendaPublic/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubquue.org.

Written comments regarding the above public hearings may be submitted to the City Clerk's Office via email at ctyclerk@cityofdubquue.org or by mail to City Clerk's Office, City Hall, 50 W. 13th St., Dubuque, IA 52001, before said time of public hearing. At said time and place of public hearings the City Council will receive any written comments.

Copies of supporting documents for the public hearings are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals with limited English proficiency, vision, hearing, or speech impairments requiring special assistance should contact the City Clerk's Office at (563) 589-4100, TDD (563) 690-6678, ctyclerk@cityofdubquue.org as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 15th day of December 2025.

Adrienne N. Breitfelder, City Clerk

Prepared by: Ian Hatch, Economic Development. 50 W. 13th Street, Dubuque IA 52001, 563 589-4105
Return to: Ian Hatch, Economic Development. 50 W. 13th Street, Dubuque IA 52001, 563 589-4105

RESOLUTION NO. ____-24

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 GT NOVELTY CONDOS, LLC, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF

WHEREAS, City and GT Novelty Condos, LLC have entered into a Development Agreement, subject to the approval of the City Council, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W. 13th Street, Dubuque, Iowa for the development of property located at 333 E. 10th Street; and

WHEREAS, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement, with GT Novelty Condos, LLC; and

WHEREAS, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue obligations, as provided by Iowa Code Chapter 403 pursuant to the Development Agreement; and

WHEREAS, before said obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to

be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to authorize Urban Renewal Tax Increment Revenue obligations, to be held on the 5th day of January, 2026, at 6:30 p.m. The official agenda will be posted on Friday, January 2, 2026 and will contain listening, viewing, and public input options. The City Council agenda can be accessed at <https://cityofdubuque.novusagenda.com/AgendaPublic/> or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue obligations and the execution of the Development Agreement relating thereto with GT Novelty Condos, 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 GT Novelty Condos, 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 \$1,030,104.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said obligations.

Section 4. That the notice of the proposed action to issue said obligations shall be in substantially the form attached hereto.

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitsfelder, City Clerk

**City of Dubuque
City Council**

BOARDS/COMMISSIONS # 1.

ITEM TITLE: Boards and Commission Appointments
SUMMARY: Appointments to the following commissions to be made at this meeting.

Arts and Cultural Affairs Advisory Commission

One, 3-Year term through June 30, 2027 (Vacant At Large term of Loney-Bichell)

Applicants:

Jim Albee, 535 West 5th St. - Additional Applicant

Ryan Arians, 1201 Madera St.

Addison Aronson, 208 Bluff St. - Additional Applicant

Aaron Hefel, 515 ½ West 8th St. - Additional Applicant

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. Written Input for Arts and Cultural Affairs - Aronson
4. Resilient Community Advisory Commission Applicant
5. Zoning Board of Adjustment Application

6. Details and Openings

**APPLICATIONS FOR THE CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For the Council Meeting on,
Monday, December 15, 2025
6:30 p.m., Historic Federal Building, 350 W. 6th Street**

APPOINTMENTS TO THE FOLLOWING COMMISSIONS TO BE MADE AT THIS MEETING.
--

Arts and Cultural Affairs Advisory Commission

One, 3-Year term through June 30, 2027 (Vacant At Large term of Loney-Bichell)

Applicants:

Jim Albee, 535 West 5th St. Additional Applicant

Ryan Arians, 1201 Madera St.

Addison Aronson, 208 Bluff St. Additional Applicant

Rodrigo Marin, 2240 Central Ave.

Erin Martin, 2860 Danlin Ct.

Sarah Ndagire, 1536 Kehl Ct.

Resilient Community Advisory Commission

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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: 5/15/2025 10:46:45 AM

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Board/Commission Application Form

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General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Arts and Cultural Affairs Advisory Commission

Please identify which opening on the Arts and Cultural Affairs Commission your qualifications represent : At-Large living or working outside the Cultural and Entertainment District, Arts Representative

Name:	Jim Albee
Pronunciation:	<i>Field not completed.</i>
Street Address:	535 W 5th St
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:	5632397033
Email Address(es):	james.albee@hotmail.com
How did you hear about City of Dubuque Boards and Commission?	Other:
If other, please specify:	personal interest
Have you participated in the City of Dubuque City Life Program Life program?	No
If so, when?	<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 the transformative power of the arts and their ability to foster community, celebrate diversity, and enrich public life. My interest in joining the Arts and Cultural Affairs Advisory Commission stems from a desire to contribute meaningfully to the cultural vitality of our community. I believe that arts and culture are not only essential for personal expression and creativity but also serve as powerful tools for education, economic development, and social cohesion. With a background in music, politics, and leadership, I bring both a creative perspective and a commitment to inclusive cultural representation. I am particularly interested in supporting initiatives that amplify underrepresented voices, promote accessibility to the arts, and encourage cross-cultural dialogue. Serving on this commission would allow me to collaborate with fellow advocates, advise on impactful programming, and help shape policies that ensure the arts remain a vibrant and integral part of our community's identity.
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	I am involved in the Dubuque arts community. For over 10 years, I have been performing in Dubuque and the surrounding area trying to expand the level of exposure electronic music has in our community. I have a degree from Loras college in Politics and am very familiar with how our government operates and its impact on our community. I am also part of the leadership team for my employer. We employ around 700-800 individuals from various cultures and backgrounds around our community. I am familiar and comfortable setting strategic directing and implementing policy.
Share your experience working in diverse environments:	Where I work, we have a very diverse workforce with varying skill sets and invest and support DE&I initiatives. We have a large focus on creating a work environment that accommodates this diversity. Some examples would be providing ESL classes for free, integrating real time language translation software to ensure everyone is able to communicate with each other, and accommodating various physical restrictions and placing individuals into roles where there skill sets and abilities set them up for success.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Jodi Schubert - HR Manager - Coworker - Andersen Corporation - 815-668-2500 Todd Gilligan - Environmental, Health, and Safety Manager - Coworker - Andersen Corporation - 563-451-3610

Signature (type your name here as electronic verification):

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Jill Connors](#); [Bonnie Spurling](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 7/1/2025 6:10:24 PM

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Board/Commission Application Form

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Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: 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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Board/Commission Application Form

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- 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, Arts and Cultural Affairs Advisory Commission
Commission, or
Committee
applying for:

Please identify Arts Representative
which opening on
the Arts and
Cultural Affairs
Commission your
qualifications
represent :

Name:	Addison Aronson
Pronunciation:	Ad-dis-son Air-in-son
Street Address:	208 Bluff St
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:	5636908876
Email Address(es):	aaronson@iowalaw.org
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?	Yes
If yes, which?	Homeless Advisory Commission
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which?	Homeless Advisory Commission

Why are you interested in applying for this Board or Commission?	I believe that I would make an effective representative of our local community of musicians and artists. As I have been heavily involved in performing, organizing, directing, hosting countless events, and establishing connections with artists, musicians, and organizers in every sphere of the community, I feel that that I would effectively represent the diverse musical community that our area fosters so well. I have also noticed a lack of commissioners that represent local musicians, and I feel that due to the size of the music community in Dubuque, this is needed desperately.
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	For many years, I have performed, organized events, directed music programs, and have served on decision-making boards for music-focused non-profits in the area. I have been Program Director for a number of programs through the Dubuque Area Arts Collective (DAAC) including youth mentorship programming, local music showcases, and open mics. I am very adept at analyzing proposals objectively in order to determine the best course(s) of action which benefit the whole. Aside from music, I have served on the Dubuque Homeless Advisory Commission for about 3 years and have also worked on several political campaigns for which I provided input for decision-making as well. Additionally, I have undergraduate degrees in both Social Work and Spanish which have also allowed me to establish grass-root connections throughout the greater Dubuque area. I work for Iowa Legal Aid as Fair Housing Coordinator and have plenty of experience in volunteer organizing/training, public speaking/presenting, and getting things accomplished with hard deadlines.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Brad Cavanagh, Mayor of Dubuque, Collegiate Faculty Advisor - (563) 663-7317 Susan Price/Scott Cornwell, Owners of The Smokestack - (917) 474-3055 Jonathan Eagle/Kelly Merz, Management of The Smokestack - (563) 663-7936 Dan Feltes, Managing Attorney at Iowa Legal Aid, Employer - (603) 568-3929
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)	Addison Aronson

as electronic
verification):

Date: 11/20/2025

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From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Jill Connors](#); [Bonnie Spurling](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 5/28/2025 10:10:44 AM

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Board/Commission Application Form

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General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, Commission, or Committee applying for: Arts and Cultural Affairs Advisory Commission

Please identify which opening on the Arts and Cultural Affairs Commission your qualifications represent :	At-Large living or working outside the Cultural and Entertainment District, Business Professional living or working inside of the Cultural and Entertainment District, Business Professional, Arts Representative
---	---

Name:	aaron hefel
Pronunciation:	<i>Field not completed.</i>
Street Address:	515 1/2 w 8th 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:	5634517985
Email Address(es):	dasbelt@gmail.com
How did you hear about City of Dubuque Boards and Commission?	Through a Friend
If other, please specify:	<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?	Yes
If yes, which?	Arts and Culture Commission
Have you served on a Board, Commission, or Committee before?	Yes
If yes, which?	DCFAS

Why are you interested in applying for this Board or Commission?	I am invested in artistic endeavors in Dubuque and have been for 30 years.
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	Organizing events, bringing high quality art to Dubuque, and working with community members to achieve those goals have prepared me for this board.
Share your experience working in diverse environments:	I have met and worked directly people from all over the country and world with varying economic backgrounds and I learn something from every experience.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Paula Neuhaus Emily Bennett
Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.	
Signature (type your name here as electronic verification):	Aaron Hefel
Date:	05/28/25

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From: noreply@civicplus.com
To: [Adrienne Breitfelder](#); [Trish Gleason](#); [Temwa Phiri](#); [Jill Connors](#); [Bonnie Spurling](#);
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 5/21/2025 4:11:49 PM

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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](#);
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 : 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
Sent: 1/10/2025 10:14:22 AM

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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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Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Thursday, December 4, 2025 12:54 PM
To: Adrienne Breitfelder
Subject: A new Service Request has been created [Request ID #228529] (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	228529
Date/Time	12/4/2025 12:54 PM
Type	Contact City Council
Address	208 BLUFF ST, Dubuque
Origin	Website
Comments	Hello, Council. My name is Addison Aronson, applicant for the Arts & Cultural Affairs Advisory Commission. I believe that I would make an effective commissioner to work on behalf our local community of musicians and artists. As a lifelong Dubuquer, I have been heavily involved in performing, organizing, directing, hosting countless events, and establishing connections with artists, musicians, and organizers in every sphere of the community. Additionally, I feel that that I would effectively represent the diverse and vibrant musical community that our City fosters so well. I have also noticed a lack of commissioners that represent local musicians, and I feel that due to the size of the music community in Dubuque, this is needed desperately. For many years, I have performed, organized events, directed music programs, and have served on decision-making boards for music-focused non-profits in the area. I have been

Program Director for a number of programs through the Dubuque Area Arts Collective (DAAC) including youth mentorship programming, local music showcases, and open mics. I am very adept at analyzing proposals objectively in order to determine the best course(s) of action which benefit the whole.

Overall, I feel that due to our massive network of local musicians, most of whom I am fortunate enough to call friends and peers, I would prove to be an invaluable resource for this commission.

I feel that by being a commissioner for Arts and Cultural Affairs, there can be a solid, steadfast and invaluable voice speaking on behalf of our vibrant music community, a voice which is needed desperately, and I humbly ask you to consider me for this appointment.

Thank you :)

Submitter Aronson, Addison
208 Bluff Street
Dubuque, IA 52001
563-690-8876
aaronson@iowalw.org

[View in QAlert](#)

Dubuque, IA

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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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

Email not displaying correctly? [View it in your browser.](#)

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;
Subject: Online Form Submittal: Board/Commission Application Form
Sent: 9/8/2025 4:05:58 PM

This sender is trusted.

Board/Commission Application Form

This application is a public document and as such can be reproduced and distributed for the public. Specific attention should be directed to the possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA. accepts applications for any Board and or Commission at any time. Applications stay active for one year from the date of receipt.

General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

Select the Board, 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

Public Member 1	Open	Open	6/30/27
Public Member 2	Nick	Halder	6/30/28
Public Member 3	Gail	Chavenelle	6/30/27
Arts Rep. 1	Shirley	Davis-Orwoll	6/30/28
Arts Rep. 2	Doug	Donald	6/30/26
Arts Rep. 3	David	Barba	6/30/26
Arts Rep. 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

**City of Dubuque
City Council**

PUBLIC HEARINGS # 1.

ITEM TITLE:	Request to Rezone 514 and 518 East 22nd Street
SUMMARY:	Proof of publication on notice of public hearing to consider a request from Jacob Kohlhaas to rezone property located at 514 and 518 East 22nd Street from R-2A Alternate Two-Family Residential to R-3 Moderate Density Multi-Family Residential zoning district, and Zoning Advisory Commission recommending approval. ORDINANCE Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At 514 East 22nd Street And 518 East 22nd Street From R-2A Alternate Two-Family Residential District To R-3 Moderate Density Multi-Family Residential District
SUGGESTED DISPOSITION:	Receive and File; Motion B; Motion A
ATTACHMENTS:	1. ZAC Letter to CC 2. Application 3. Vicinity Map 4. Notification Map 5. Imagery 6. Staff Report 7. R-2A Zoning Regulations 8. R-3 Zoning Regulations 9. Ordinance

December 4, 2025

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

Applicant: Jacob Kohlhaas
Location: 514 – 518 East 22nd Street
Description: To rezone property from R-2A Alternate Two-Family Residential to R-3
Moderate Density Multi-Family Residential zoning district.

Dear Mayor and City Council Members:

The City of Dubuque Zoning Advisory Commission has reviewed the above-cited request at their meeting on December 3, 2025. The application, staff report, and related materials are attached for your review.

Discussion

Jacob Kohlhaas, 1125 Richards Road, spoke on behalf of the application. He stated that he and his wife own these buildings. He noted that 518 East 22nd is a tri-plex and 514 East 22nd is duplex, and they are considering finishing the attic into a studio apartment. He noted that both properties have a parking lot in the back.

There was no public input.

Staff described the characteristics of the subject properties and the surrounding neighborhood. Staff explained the rationale for the rezoning being to bring 518 East 22nd into conformance and providing the opportunity to add a unit to 514 East 22nd. Staff said that the addition of one unit should have a negligible impact on surrounding properties. Staff referred to several recommendations from the Comprehensive Plan that support this change.

Commissioners had no questions or comments.

Recommendation

By a vote of 7 to 0, the Zoning Advisory Commission recommends that the City Council approve the request as submitted.

The Honorable Mayor and City Council Members
Page 2

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

Respectfully submitted,



Matt Mulligan, Chairperson
Zoning Advisory Commission

Attachments

APPLICATION FORM

Zoning Advisory Commission

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

Zoning Board of Adjustment

- ☐ Conditional Use Permit
☐ Special Exception
☐ Variance
☐ Appeal

Development Services

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

Historic Preservation Commission

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

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

A. Property Information

Site Location/Address: 514 & 518 East 22nd Street
Legal Description/Parcel ID#/Subdivision: 1024206001 & 1013465006
Existing Zoning: R2 Proposed Zoning: R3 Site Area (square feet/acres): 14,368.5 ft2
Historic District: _____ andmark: ☐ Yes ☒ No

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

518 is currently operating as triplex. 514 is operating as a duplex but has a finishable third story. Both have rental licenses. We would like to align 518 with its present use and have the option of adding a unit in 514.
10 car off-street parking on site.

C. Applicant/Agent Information

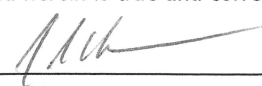
Name: Jacob Kohlhaas Phone: 3124851360
Address: 1125 Richards Rd City: Dubuque
State: IA Zip: 52003 Email: jakekohlhaas@gmail.com

D. Property Owner(s) Information

Name(s): Jacob Kohlhaas Phone: 3124851360
Address: 1125 Richards Rd City: Dubuque
State: IA Zip: 52003 Email: jakekohlhaas@gmail.com

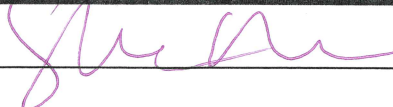
E. Certification: I/we, the undersigned, do hereby certify/acknowledge that:

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

Applicant/Agent:  Date: 10/28/25

Property Owner(s):  Date: 10/28/25

FOR OFFICE USE ONLY

Fee \$ 1085 Ck# 1057 ☐ CC ☐ Cash Received by  Date 10/31/25

Vicinity Map



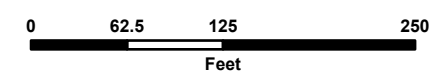
Applicant: Jacob Kohlhaas

Location: 514-518 East 22nd Street

Type: Rezoning

Description: To rezone property from R-2 Two-Family Residential to R-3 Moderate Density Multi-Family Residential zoning district.

 Subject Property



 Subject Property
 Properties Notified
 200-Foot Notification Boundary



514-518 E 22nd St



Oblique view of subject properties from the west, March 2024 imagery, Eagleview

514-518 E 22nd St



Oblique view of subject properties from the east, March 2024 imagery, Eagleview

514-518 E 22nd St



Google Street View image of subject properties, September 2022 imagery



Google Street View image of subject properties, September 2022 imagery

514-518 E 22nd St



Google Street View image of rear of subject properties from Bee Branch trail, November 2020 imagery

Property Address: 514 East 22nd Street and 518 East 22nd Street

Property Owner: Jacob Kohlhaas

Applicant: Jacob Kohlhaas

Description: To rezone property from R-2A Alternate Two-Family Residential to R-3 Moderate Density Multi-Family Residential zoning district.

Proposed Land Use: Multi-Family Residential

Proposed Zoning: R-3

Existing Land Use: Multi-Family Residential

Existing Zoning: R-2A

Adjacent Land Use:

North – Multi-Family Residential
 East – Institutional (Audubon school)
 South – Park & Open Space
 West – Park & Open Space

Adjacent Zoning:

North – R-2A
 East – R-2A
 South – R-2A
 West – R-2A

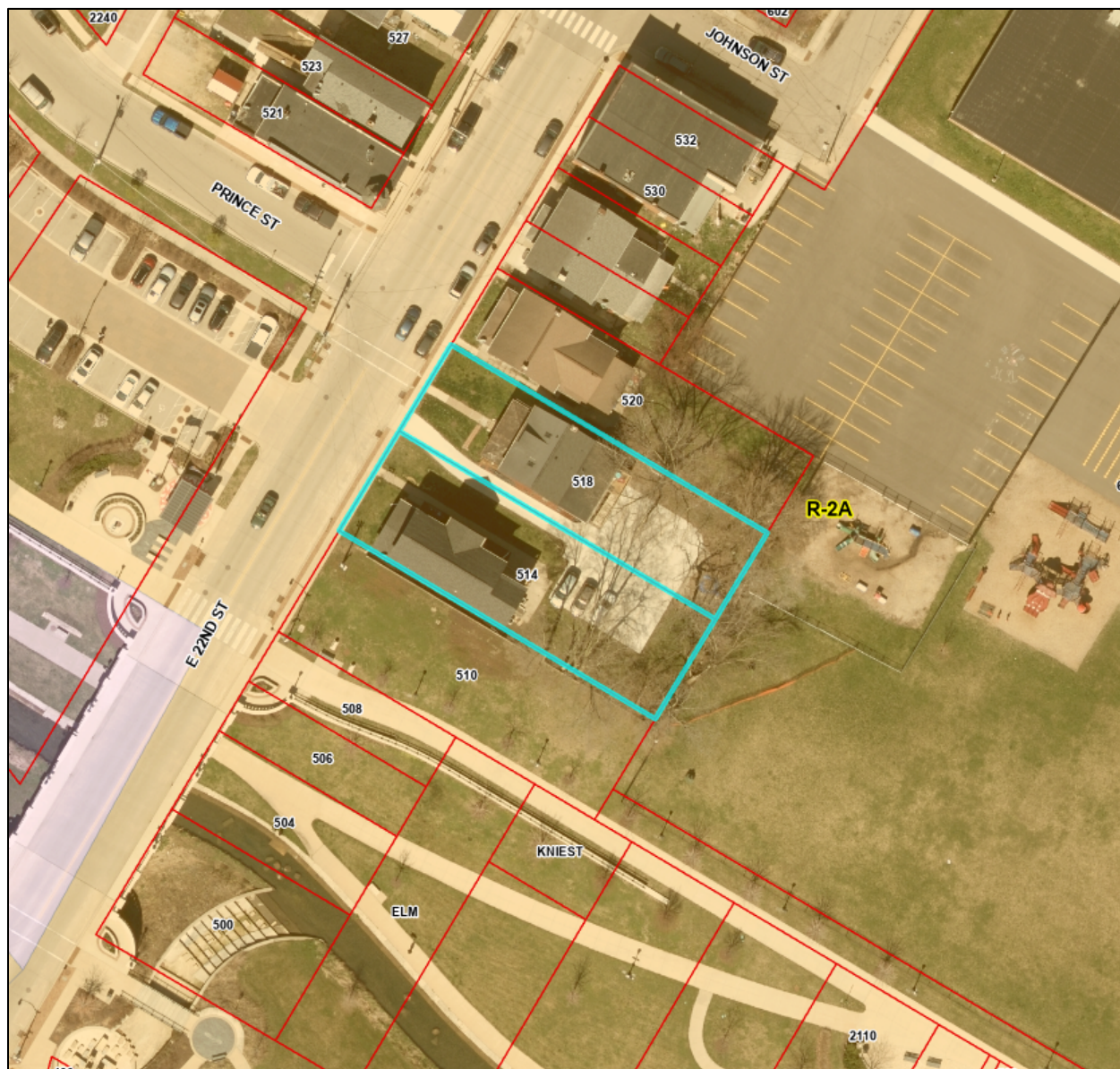
Former Zoning: Prior to 1975 – Business District
 1975 – R-4 Multi-Family Residential
 1985 – R-2A Alternate Two-Family Residential

Total Area: 0.32 acres / 14,088 square feet

Property History: The property at 514 East 22nd Street was built in 1906, while 518 East 22nd Street was built in 1915. The neighborhood around the properties changed dramatically with the development of the Bee Branch creek and park. Numerous houses were demolished to the south and west of the subject properties. The property at 514 East 22nd Street borders the Bee Branch, and it is approximately 45' from the trail. The neighborhood has a mix of uses with single-family homes, multi-family dwellings, a bar, a restaurant, and institutions including Audubon Elementary School and Holy Spirit Catholic Church.

Physical Characteristics: The subject properties are adjacent and together total approximately 0.32-acres (14,088 square feet). The lots front East 22nd Street near the intersection with Prince Street. The combined frontage is approximately 91'. The lots slope up approximately 1.8' (1.2%) from the front to the rear. The two properties share a driveway, and each property has a paved parking area that can accommodate five cars for a total of 10 parking spaces.

Property view on next page.



Subject properties and zoning of surrounding area, 2024 imagery

Concurrence with Comprehensive Plan: The Comprehensive Plan includes several recommendations that support the requested rezoning:

- Encourage a mix of housing affordable for all segments of Dubuque's population throughout the community, including options for those who might be saving for their first home.
- Encourage new multi-family development in proximity to jobs to minimize transportation costs.
- Create a vibrant environment where residents can live, work, and play within walking and biking distance of their home and opportunity sites throughout the community.
- Integrate a variety of residential product types in mixed-use areas, including multi-family products such as townhomes and apartments, but also incorporating some single-family housing.

- Link existing and future development with open space and trail corridors.

The City's Future Land Use Map identifies 514 East 22nd Street as single-family and 518 East 22nd Street as Multi-Family.

Impact of Request on:

Utilities: Existing utilities are adequate to serve the site.

Traffic Patterns/Counts: The Iowa Department of Transportation (IDOT) categorizes East 22nd Street as a Minor Arterial. The most recent traffic count on East 22nd Street is from 2021 and shows an average annual daily count of 4,250 vehicles. Rezoning of the subject property is likely to lead to the creation of one additional dwelling unit at 514 East 22nd Street, which should not increase vehicle trips substantially.

Public Services: Existing public services are adequate to serve the subject property regardless of how it may be utilized or redeveloped.

Environment: The subject property consists of two lots which are already developed. The applicant proposes adding a third dwelling unit to 514 East 22nd Street to the unfinished third story. This conversion would need to be reviewed and approved by the City's Inspection and Construction Services Division. Since neither building would be expanded, nor additional parking area paved, the proposed rezoning is not anticipated to have adverse impacts on the environment.

Adjacent Properties: The subject properties are adjacent to residential uses to the north. To the east, south, and west are open areas for Audubon Elementary School and the Bee Branch creek and park. The proposed rezoning would create a new R-3 district in the neighborhood and would change the zoning designation for the two subject properties only. The R-3 district allows for residential from single-family up to a six-unit multi-family dwelling, whereas R-2A allows up to two units. The property at 518 East 22nd Street is legally nonconforming with three units, so the rezoning would bring the property into conformance. Additionally, the applicant seeks to add a third unit in the unfinished third story of 514 East 22nd Street, which the rezoning would facilitate.

If the rezoning is approved, both properties have the code-required lot area to allow three dwelling units. The UDC requires 2,000 square feet of site area per unit which would equate to a minimum lot size of 6,000 square feet for three (3) units. The property at 514 East 22nd Street has 7,549 square feet and 518 East 22nd Street has 6,539 square feet.

Additionally, both properties also have the code-required number of off-street parking spaces which is 1.5 per unit. For three (3) units, a total of 5 spaces would be required. Both properties have 5 off-street parking spaces.

Therefore, given that these properties are mostly adjacent to open area, the modest change proposed by adding one unit to 514 East 22nd Street, and the fact that the properties are compliant with lot area and off-street parking spaces requirements, the rezoning is not anticipated to impact adjacent properties in any significant way.

CIP Investments: None.

Staff Analysis: The applicant proposes to rezone the subject property from R-2A Alternate Two-Family Residential to R-3 Moderate Density Multi-Family Residential zoning district.

The property at 514 East 22nd Street was built in 1906, while the property at 518 East 22nd Street was built in 1915. The neighborhood around the properties changed dramatically with the development of the Bee Branch creek and park. Numerous houses were demolished to the south and west of the subject properties. The neighborhood has a mix of uses with single-family homes, multi-family dwellings, a bar, a restaurant, and institutions including Audubon Elementary School and Holy Spirit Catholic Church.

The subject properties are adjacent and together total approximately 0.32-acres (14,088 square feet). The combined frontage is approximately 91'. The two properties share a driveway, and each property has a paved parking area that can accommodate five cars for a total of 10 parking spaces.

The Iowa Department of Transportation (IDOT) categorizes East 22nd Street as a Minor Arterial. The most recent traffic count on East 22nd Street is from 2021 and shows an average annual daily count of 4,250 vehicles. Rezoning the subject properties would, at most, lead to one additional dwelling unit, which should not increase vehicle trips substantially.

The subject property consists of two lots which are already developed. The applicant proposes to add one dwelling unit to 514 East 22nd Street to the unfinished third story. This would need to be reviewed and approved by the City's Inspection and Construction Services Division. Since neither building would be expanded, nor additional parking area paved, the proposed rezoning is not anticipated to have adverse impacts on the environment.

The subject properties are adjacent to residential uses to the north. To the east, south, and west are open areas for Audubon Elementary School and the Bee Branch creek and park. The proposed rezoning would create a new R-3 district in the neighborhood and would change the zoning designation for the two subject properties only. The R-3 district allows for residential from single-family up to a six-unit multi-family dwelling, whereas R-2A allows up to two units. The applicant has indicated that 518 East 22nd Street is legally nonconforming with three units, so the rezoning would bring the property into conformance. The applicant seeks to add one unit in the unfinished third story of 514 East 22nd Street, which the rezoning would facilitate.

Both properties have the code-required 6,000 square feet of minimum lot area to allow for three residential units. Both properties also have the five (5) code-required off-street parking spaces. Therefore, given that these properties are mostly adjacent open area, the modest change proposed by adding one unit, and the fact that the properties are

compliant with lot area and off-street parking spaces, the rezoning is not anticipated to impact adjacent properties in any significant way.

The existing R-2A zoning district allows for 11 Principal Permitted Uses and the proposed R-3 zoning district allows for 12 Principal Permitted Uses. The chart below provides a side-by-side summary of the Principal Permitted Uses in both zoning districts. The 10 uses highlighted in yellow are permitted in both zoning districts. A copy of the full summary of each zoning district is attached to this report.

Principal Permitted Uses	
R-2A Zoning District	R-3 Zoning District
Cemetery, mausoleum, or columbarium.	Cemetery, mausoleum, or columbarium.
Community gardens.	Community gardens.
Golf course.	Golf course.
Maternity group home.	Maternity group home.
Parks, public or private, and similar natural recreation areas.	Multi-family dwelling (maximum 6 dwelling units).
Place of religious exercise or assembly.	Parks, public or private, and similar natural recreation areas.
Public, private, or parochial school, approved by the state of Iowa (K - 12).	Place of religious exercise or assembly.
Railroad or public or quasi-public utility, including substation.	Public, private, or parochial school approved by state of Iowa (K - 12).
Single-family detached dwelling.	Railroad or public or quasi-public utility, including substation.
Townhouse (maximum 2 dwelling units).	Single-family detached dwelling.
Two-family dwelling (duplex).	Townhouse (maximum 6 dwelling units).
	Two-family dwelling (duplex).

The Comprehensive Plan includes several recommendations that support the requested rezoning:

- Encourage a mix of housing affordable for all segments of Dubuque's population throughout the community, including options for those who might be saving for their first home.
- Encourage new multi-family development in proximity to jobs to minimize transportation costs.
- Create a vibrant environment where residents can live, work, and play within walking and biking distance of their home and opportunity sites throughout the community.
- Integrate a variety of residential product types in mixed-use areas, including multi-family products such as townhomes and apartments, but also incorporating some single-family housing.
- Link existing and future development with open space and trail corridors.

The City's Future Land Use Map identifies 514 East 22nd Street as single-family and 518 East 22nd Street as multi-family.

Planning staff recommends that the Zoning Advisory Commission review the information provided and make a recommendation to the City Council in accordance with Chapter 9

of the Unified Development Code and the criteria established for granting a zoning reclassification.

Prepared by  Reviewed by  Date: 11/25/2025

16-5-4: R-2A ALTERNATE TWO-FAMILY RESIDENTIAL:

The R-2A district is intended to provide for the protection of certain older areas of the community developed principally as single-family and two-family uses. Characteristics of the R-2A district are: smaller than average lot widths and area, established building lines much closer to the public right of way and required setback lines, and/or greater lot coverage than allowed in the more recent developing areas where such requirements can be provided. The R-2A district is intended to be located in those areas displaying one or more of the above characteristics. The purpose of this district is to stabilize and preserve the residential character of existing areas through the establishment of bulk regulations in conformity with existing conditions. (Ord. 52-09, 10-19-2009)

16-5-4-1: PRINCIPAL PERMITTED USES:

The following uses are permitted in the R-2A district:

Cemetery, mausoleum, or columbarium.

Community gardens.

Golf course.

Maternity group home.

Parks, public or private, and similar natural recreation areas.

Place of religious exercise or assembly.

Public, private, or parochial school approved by state of Iowa (K - 12).

Railroad or public or quasi-public utility, including substation.

Single-family detached dwelling.

Townhouse (maximum 2 dwelling units).

Two-family dwelling (duplex). (Ord. 52-09, 10-19-2009; amd. Ord. 17-13, 3-18-2013; Ord. 19-20, 5-18-2020; Ord. 49-23, 11-20-2023)

16-5-4-2: CONDITIONAL USES:

The following conditional uses may be permitted in the R-2A district, subject to the provisions of section 16-8-5 of this title:

Accessory dwelling unit.

Bed and breakfast home.

Hospice.

Licensed adult day services.

Licensed childcare center.

Off premises residential garage.

Off street parking.

Tour home.

Tourist home.

Wind energy conversion system. (Ord. 52-09, 10-19-2009; Ord. 20-22, 5-20-2022)

16-5-4-3: ACCESSORY USES:

The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

Detached garage.

Fence.

Garage sale, provided that not more than three (3) such sales shall be allowed per premises per calendar year and not more than three (3) consecutive days per sale.

Home based business.

Keeping of hens for egg production.

Noncommercial garden, greenhouse or nursery.

Off street parking and storage of vehicles.

Satellite receiving dish.

Solar collector (freestanding arrays are limited to not more than 100 aggregate square feet and 10 feet in height).

Sport, recreation, or outdoor cooking equipment.

Storage building.

Tennis court, swimming pool or similar permanent facility.

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009; amd. Ord. 47-14, 7-21-2014; Ord. 54-15, 8-17-2015)

16-5-4-4: TEMPORARY USES:

Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title. (Ord. 52-09, 10-19-2009)

16-5-4-5: PARKING:

Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title, except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required. (Ord. 52-09, 10-19-2009; amd. Ord. 9-24, 4-15-2024)

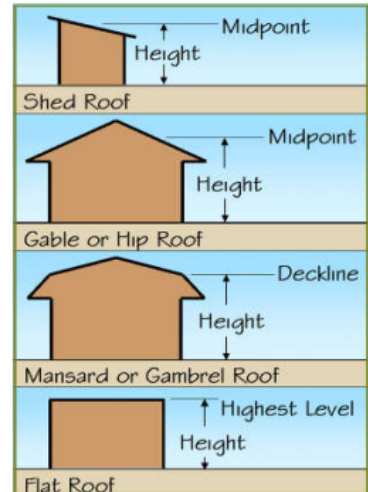
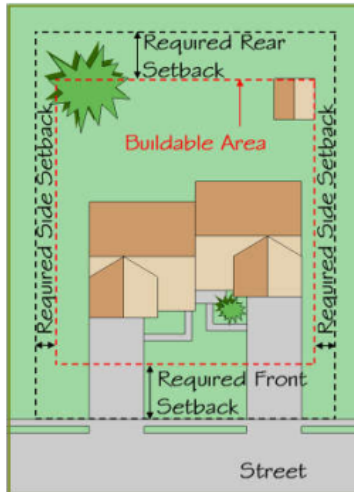
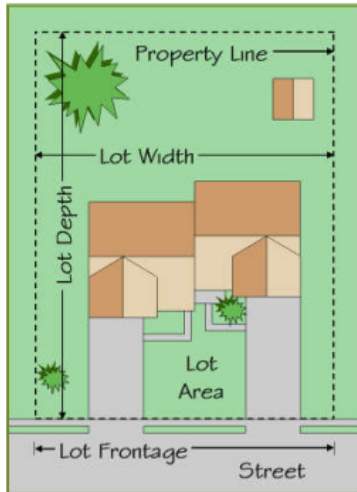
16-5-4-6: SIGNS:

Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

16-5-4-7: BULK REGULATIONS:

R-2A Residential	Min Lot Area (square feet)	Min Lot Frontage (feet)	Max Lot Coverage (% lot area)	Setbacks				Max Height (feet)
				Front (feet)		Min Side (feet)	Min Rear (feet)	
				Min ¹	Max			
Permitted Uses								
Place of religious exercise or assembly, school	20,000	100	40	10	---	20	20	75 ²
Single-family detached dwelling	2,500	25	50	10	50	3	10	30
Townhouse (two du max)	2,500/du	25/du	50	10	50	3/0	10/0	30
Two-family dwelling	2,500	25	50	10	50	3	10	30
Conditional Uses								
Bed and breakfast home	2,500	25	50	10	50	3	10	30
Hospice	2,500	25	50	10	---	3	10	30
Licensed adult day services, Licensed child care center	2,500	25	50	10	---	3	10	30
Off-premise residential garage	---	---	---	10	---	3	6	15
¹ Minimum 20 feet for garages facing a street.								
² May be erected to a height not exceeding 75 feet, provided that such buildings shall provide at least one additional foot of yard space on all sides for each additional foot by which such building exceeds the maximum height limit of the district in which it is located.								

See section 16-3-17 of this title for adjustment of minimum front yard setbacks.



(Ord. 52-09, 10-19-2009)

R-3 Moderate Density Multi-Family Residential

16-5-5: R-3 MODERATE DENSITY MULTI-FAMILY RESIDENTIAL:

The R-3 district is intended to provide locations for a variety of dwelling types ranging from single-family to low rise multi-family dwellings. The R-3 district also serves as a transition between residential and nonresidential districts. (Ord. 52-09, 10-19-2009)

16-5-5-1: PRINCIPAL PERMITTED USES:

The following uses are permitted in the R-3 district:

Cemetery, mausoleum, or columbarium.

Community gardens.

Golf course.

Maternity group home.

Multi-family dwelling (maximum 6 dwelling units).

Parks, public or private, and similar natural recreation areas.

Place of religious exercise or assembly.

Public, private, or parochial school approved by state of Iowa (K - 12).

Railroad or public or quasi-public utility, including substation.

Single-family detached dwelling.

Townhouse (maximum 6 dwelling units).

Two-family dwelling (duplex). (Ord. 52-09, 10-19-2009; amd. Ord. 17-13, 3-18-2013; Ord. 19-20, 5-18-2020; Ord. 49-23, 11-20-2023)

16-5-5-2: CONDITIONAL USES:

The following conditional uses may be permitted in the R-3 district, subject to the provisions of section 16-8-5 of this title:

Accessory dwelling unit.

Bed and breakfast home.

Group home.

Hospice.

Housing for the elderly or persons with disabilities.

R-3 Moderate Density Multi-Family Residential

Individual zero lot line detached dwelling.

Licensed adult day services.

Licensed childcare center.

Mortuary, funeral home, or crematorium.

Nursing or convalescent home.

Off premises residential garage.

Off street parking.

Rooming or boarding house.

Tour home.

Tourist home.

Wind energy conversion system. (Ord. 52-09, 10-19-2009; Ord. 20-22, 5-20-2022)

16-5-5-3: ACCESSORY USES:

The following uses are permitted as accessory uses as provided in section 16-3-7 of this title:

Detached garage.

Fence.

Garage sale, provided that not more than three (3) such sales shall be allowed per premises per calendar year and not more than three (3) consecutive days per sale.

Home based business.

Keeping of hens for egg production.

Noncommercial garden, greenhouse or nursery.

Off street parking and storage of vehicles.

Satellite receiving dish.

Solar collector (freestanding arrays are limited to not more than 100 aggregate square feet and 10 feet in height).

Sport, recreation, or outdoor cooking equipment.

Storage building.

Tennis court, swimming pool or similar permanent facility.

R-3 Moderate Density Multi-Family Residential

Wind turbine (building mounted). (Ord. 52-09, 10-19-2009; amd. Ord. 47-14, 7-21-2014; Ord. 54-15, 8-17-2015)

16-5-5-4: TEMPORARY USES:

Temporary uses shall be regulated in conformance with the provisions of section 16-3-19 of this title. (Ord. 52-09, 10-19-2009)

16-5-5-5: PARKING:

Minimum parking requirements shall be regulated in conformance with the provisions of chapter 14 of this title, except for properties located within the Jackson Park and Cathedral Historic Districts where off-street parking is not required. (Ord. 52-09, 10-19-2009; amd. Ord. 9-24, 4-15-2024)

16-5-5-6: SIGNS:

Signs shall be regulated in conformance with the provisions of chapter 15 of this title. (Ord. 52-09, 10-19-2009)

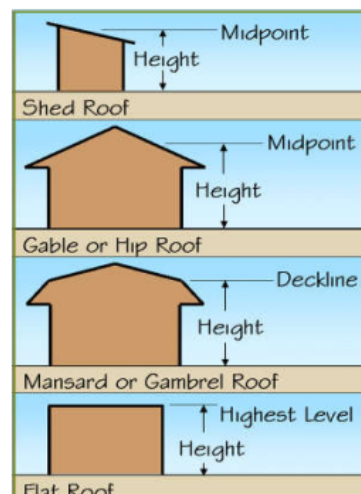
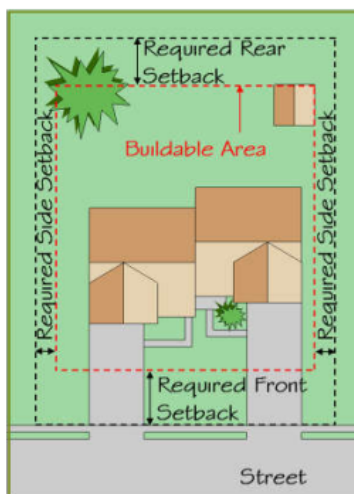
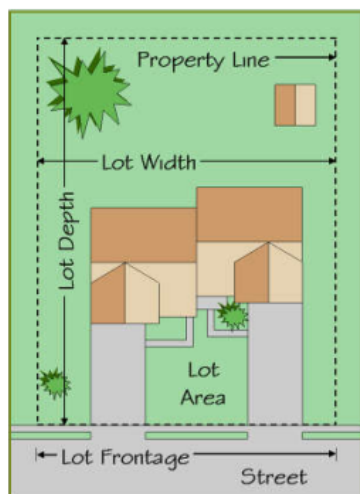
16-5-5-7: BULK REGULATIONS:

R-3 Residential	Min Lot Area (square feet)	Min Lot Frontage (feet)	Max Lot Coverage (% lot area)	Setbacks				Max Height (feet)
				Front (feet)		Min Side (feet)	Min Rear (feet)	
				Min	Max			
Permitted Uses								
Multiple-family (six du max)	2,000/du	50	40	20	---	4	20	30
Place of religious exercise or assembly, School	20,000	100	40	20	---	20	20	75 ¹
Single-family detached dwelling	5,000	50	40	20	50	4	20	30
Townhouse (six du max)	1,600/du	16/du	40	20	---	4/0	20/0	30
Two-family dwelling	5,000	50	40	20	50	4	20	30
Conditional Uses								
Individual zero lot line dwelling	5,000	50	40	20	50	10/0	20	30
Bed and breakfast home	5,000	50	40	20	50	4	20	30
Group home	5,000	50	40	20	---	4	20	30
Hospice	5,000	50	40	20	---	4	20	30
Housing for the elderly or disabled	20,000	100	40	20	---	20	20	30
Licensed adult day services, Licensed child care center	5,000	50	40	20	---	4	20	40
Mortuary, funeral home or crematorium	20,000	100	40	20	---	20	20	30
Nursing or convalescent home	20,000	100	40	20	---	20	20	30
Off-premise residential garage	---	---	---	20	---	4	6	15
Rooming or boarding house	5,000	50	40	20	---	4	20	30

¹ May be erected to a height not exceeding 75 feet, provided that such buildings shall provide at least one additional foot of yard space on all sides for each additional foot by which such building exceeds the maximum height limit of the district in which it is located.

Notes: See section 16-3-17 of this title for adjustment of minimum front yard setbacks.

R-3 Moderate Density Multi-Family Residential



(Ord. 52-09, 10-19-2009)

Prepared by: Wally Wernimont, City Planner Address: City Hall, 50 W. 13th St Telephone: 563-589-4210
Return to: Adrienne N. Breitsfelder, City Clerk Address: City Hall, 50 W. 13th St Telephone: 563-589-4121

ORDINANCE NO. - 25

AN ORDINANCE AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED AT 514 EAST 22ND STREET AND 518 EAST 22ND STREET FROM R-2A ALTERNATE TWO-FAMILY RESIDENTIAL DISTRICT TO R-3 MODERATE DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT.

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter-described property from R-2A Alternate Two-Family Residential District to R-3 Moderate Density Multi-Family Residential District, to wit:

Lot 7 of the Subdivision of Mineral Lot 314 and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Lot 2 of Lot 6 of Mineral Lot 314 and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved and adopted this day of , 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitsfelder, City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 2.

ITEM TITLE: Request to Rezone 2900 Block of Davenport Street

SUMMARY: Proof of publication on notice of public hearing to consider a request from Sean Schriver to rezone property located at 2900 Block of Davenport Street (PINs 1014281004 and 1014278025) from AGc Agriculture with Conditions and R-1 Single Family Residential to AG Agriculture Zoning District, and Zoning Advisory Commission recommending approval. **ORDINANCE** Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located At 2900 Block of Davenport Street From AGc Agriculture with Conditions (PIN1014281004) and R-1 Single Family Residential (PIN 1014278025) to AG Agriculture District.

SUGGESTED DISPOSITION: Receive and File; Motion B; Motion A

ATTACHMENTS:

1. 00 ZAC Letter to CC 2900 Blk Davenport St REZ
2. Application
3. Vicinity Map
4. Notification Map
5. Applicant Letter to Neighbors
6. Staff Report
7. Ordinance No. 19-18 AGc
8. R-1 and AG Principal Permitted Uses
9. Ordinance
10. CC Presentation- Davenport St REZ

December 4, 2025

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

Applicant: Sean Schriver
Location: 2900 Block of Davenport Street, PINs 1014281004 and 1014278025
Description: To rezone property from AGc Agriculture with conditions and R-1 Single Family Residential to AG Agriculture zoning district.

Dear Mayor and City Council Members:

The City of Dubuque Zoning Advisory Commission has reviewed the above-cited request at their meeting on December 3, 2025. The application, staff report, and related materials are attached for your review.

Discussion

Korin and Sean Schriver, 2884 Davenport Street, spoke on behalf of their application. They said they live adjacent to the two lots they own and are requesting to rezone both of them with the intent to lift the condition about number and type of goats allowed, noting they have successfully owned goats and used them for maintaining the property. They said they plan to convert the baseball diamonds into grazing pasture and noted that they are no longer planning to build a home on the parking lot property. They noted they are engaged in an agricultural research study with the Natural Resources Conservation Service (NRCS) and may explore having a pig. They said they went to all the neighbors who received public notification about the request and talked with approximately twenty-six of them, and everyone was either supportive or indifferent to the proposal.

There was no public input.

Staff detailed the staff report stating the request is to rezone the two properties from R-1 and AG with conditions to AG with no conditions. Staff noted that the current condition places some limits on the animals that can be raised there. Staff said the Commission has the ability to approve as submitted or to place conditions. Staff said any development on the property would require development review. Staff concluded that the change in zoning should have little impact to neighbors and noted the recommendations in the Comprehensive Plan that support this request. Staff noted that there are some site constraints, such as access and topography, that make this site difficult to develop otherwise.

The Commission sought to clarify if the applicant was requesting both properties to be zoned AG or to change the conditions and if staff recommended any conditions. Staff replied they are seeking to rezone to AG with no conditions, but the Commission could discuss any conditions they may deem appropriate. Staff concluded that there were no recommended conditions.

Recommendation

By a vote of 6-0 Zoning Advisory Commission recommends that the City Council rezoning the request as submitted.

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

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Matt Mulligan", is written over a faint, larger blue signature that is partially obscured.

Matt Mulligan, Chairperson
Zoning Advisory Commission

Attachments

APPLICATION FORM

Zoning Advisory Commission

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

Zoning Board of Adjustment

- ☐ Conditional Use Permit
☐ Special Exception
☐ Variance
☐ Appeal

Development Services

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

Historic Preservation Commission

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

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

A. Property Information

Site Location/Address: 2900 Block of Davenport
Legal Description/Parcel ID#/Subdivision: 1014281004 and 1014278025
Existing Zoning: AGc/R-1 Proposed Zoning: AG Site Area (square feet/acres): _____
Historic District: _____ andmark: ☐ Yes ☐ No

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

To rezone 1014281004 and 1014278025 from AGc and R-1 to AG.

C. Applicant/Agent Information

Name: Same Phone: _____
Address: _____ City: _____
State: _____ Zip: _____ Email: _____

D. Property Owner(s) Information

Name(s): Sean Schriver Phone: 563-543-7510
Address: 2884 Davenport Street City: Dubuque
State: IA Zip: 52001 Email: reevolutionfarmstead@gmail.com

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

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

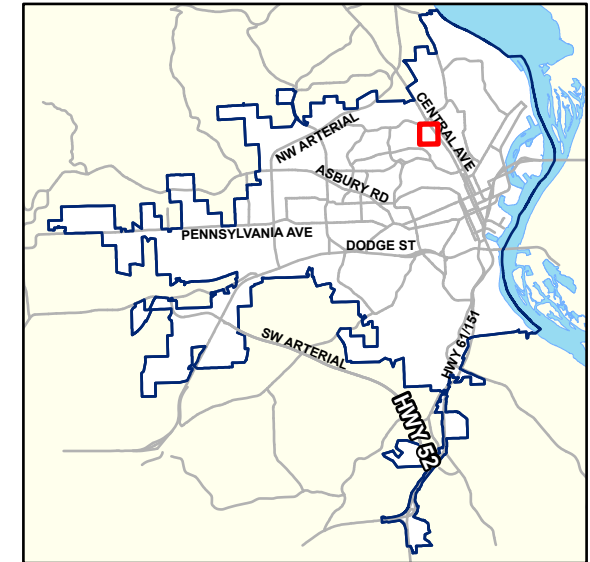
Applicant/Agent: _____ Date: _____
Property Owner(s): Sean Schriver Date: 10/29/25

FOR OFFICE USE ONLY

Fee \$ 745 Ck# _____ ☐ CC ☐ Cash Received by _____ Date _____



Vicinity Map



Applicant: Sean Schriver

Location: 2900 Block of Davenport Street, PINs 1014281004 and 1014278025

Type: Rezoning

Description: To rezone property from AGc Agriculture with conditions and R-1 Single Family Residential to AG Agriculture zoning district.

 Subject Property

0 125 250 500
 Feet



Davenport Street

-  Subject Property
-  Properties Notified
-  200-Foot Notification Boundary



Letter to Our Neighbors from ReEvolution Farms

2884 Davenport St.
Sean & Korrin Schriver
ReEvolution Farms
Dubuque, IA 52001
reevolutionfarmstead@gmail.com | 563-543-7510

November 23, 2025

Dear Neighbors,

We hope this letter finds you well. As many of you know, we've been proudly operating ReEvolution Farms here in our neighborhood, working hard to grow healthy food and improve the land using regenerative practices that benefit our students, our customers, and our community.

We are writing today to let you know about a request we have submitted to the Dubuque City Council and to ask for your understanding and, if possible, your support.

Specifically, we are asking the City to:

1. Rezone our small parking lot area from R-1 (Residential) to Agricultural so the entire farmstead is zoned the same way (this is just a technical cleanup—nothing about the look or use of the property will change, we will also be able to graze our goats on the surrounding area and wood line for additional forage grazing).
2. Increase our allowed number of brush-management goats from 6 to 12.

Why are we asking for these changes?

We have been selected to participate in a 5-year research and demonstration project with the Natural Resources Conservation Service (NRCS – part of the USDA). The goal of the study is to show how small-scale rotational grazing and innovative cover crops can be scaled up to benefit commercial farmers as well as:

- Naturally control invasive brush and weeds (the goats do an amazing job with almost no noise or chemicals),
- Grow extremely high-protein livestock feed without synthetic fertilizers,
- Use a plant called Sunn Hemp, an extremely high atmospheric nitrogen fixer and excellent fodder crop, and (no THC) industrial hemp (licensed and inspected by the USDA) to pull excess nitrogen out of the soil and rainwater before it runs into our local streams and the Mississippi—helping keep our rivers and fish healthier.
- Rotationally planting, grazing, and pulverizing three different crops that will create a diverse "lasagna" style soil building and soil biome mat with each successive crop as well as creating and using our own Bio Char to increase soil health, water retention, and soil microbial biome.

To run the study properly, the NRCS has asked us to rotate 6 additional goats through the farm each year (still a very small, quiet herd). The goats will be contained with permanent fencing and portable electric net fencing cost shared with the NRCS, managed daily, and will spend most of their time in rotational forage and fodder pastures made up of the surrounding hillside and flat northern half of the field.

We know that any change can raise questions, especially when it involves animals. Here's what will NOT change:

- No increase in smell, flies, or noise (our current 6 goats are almost silent and have not caused complaints or incidences).
- No other loud animals.
- No additional vehicle traffic or farm activity near your properties.
- The original 6 goats will continue to be pets as much as working animals, and the yearly additional 6 will, besides helping to generate the livestock fodder performance data the NRCS desires, provide a clean invaluable food source to ourselves and interested community members—they are friendly, very well cared for, and a joy to have around.

If the Council approves this request, ReEvolution Farms will become one of the first urban/regenerative demonstration and educational sites in Iowa, helping prove that even small city-edge farms can improve water quality, build healthier soil, feed people sustainably and help educate and inspire student participants. We're excited to represent our neighborhood in this positive way.

The City Council will hold a public hearing on this request (date to be announced soon, you will or should have received a letter from the City of Dubuque). Your voice matters a great deal to them. If you support what we're trying to do—or if you have any concerns at all—please feel free to reach out to us directly, attend the hearings, or send a quick note to the Council or our ward Representative Danny Sprank.

We are always happy to give you a tour, answer questions, or address anything that might worry you. You can reach us anytime at 563-543-7510 or reevolutionfarmstead@gmail.com, or just stop by—we love having neighbors visit!

Thank you for being such great neighbors and for considering this request. With your understanding, we believe this project can make our whole area a little greener, cleaner, and prouder.

With gratitude,

Sean Schriver
Korin Schriver
ReEvolution Farms

P.S. The goats say “baa-thank you” in advance!

Property Address: 2900 Block of Davenport Street PINs 1014278025 (Currently R-1) and 1014281004 (Currently AGc)

Property Owner: Sean & Korrin Schriver

Applicant: Sean & Korrin Schriver

Description: To rezone property from AGc Agriculture with conditions and R-1 Single Family Residential to AG Agriculture zoning district.

Proposed Land Use: Agricultural **Proposed Zoning:** AG
+

Existing Land Use: Legally Nonconforming Parking Lot/Agricultural

Existing Zoning: R-1 Single-Family Residential/AGc Agriculture with conditions

Adjacent Land Use:	Adjacent Zoning:
North – SF Residential/Church/School	North – R-1
East – Single-Family /Multi-Family Residential	East – R-1
South – Single-Family Residential	South – R-1
West – Single-Family Residential	West – R-1

Former Zoning:	AG Portion:
<u>R-1 Portion:</u>	<u>AG Portion:</u>
Prior to 1975 – R-1	Prior to 1975 – R-1
1975 – R-2	1975 – R-2
1985 – R-1	1985 – R-1
	2018 – AGc

Total Area: R-1 Portion: 0.75 acres
AGc Portion: 4.69 acres
Total: 5.436 acres

Property History: The subject properties were originally subdivided circa 1890 and purchased by the Archdiocese of Dubuque. The Holy Ghost church, school, and ballfields were developed here in 1896. The subject properties served as ballfields and parking lot (for the ballfields) for the church and school. The parking lot and ballfields have remained in use over the years but were otherwise vacant until 2018. In 2018, the ballfield portion of the site was rezoned, and ReEvolution Farm has been operating from the site since.

Physical Characteristics: The subject property is comprised of two lots (ballfields and parking lot) totaling approximately 5.4 acres. The property sits behind and below the residences along Davenport Street and on top of a wooded bluff and behind the church, school, and residences to the north and east. The property is at least partially screened by vegetation and/or steep grade on all sides. The site has limited access which is constrained by topography and lot layout.



Subject Properties: AGc Red Boundary(Ballfields); R-1 Orange Boundary(Parking Lot)

Concurrence with Comprehensive Plan: The Comprehensive Plan encourages the creation of edible landscaping and community gardens. The plan also encourages eco-education programming, mixed use and infill development.

Impact of Request on:

Utilities: Existing utilities are available and adequate to serve the subject property. It should be noted that if the property owner desires to connect to water or sanitary sewer in the future, the property owner would be responsible for the expense(s) related to installing laterals and connection(s) to the existing utilities.

Traffic Patterns/Counts: The Iowa Department of Transportation (IDOT) categorizes Davenport Street as Local. There are no recent traffic counts in the area. There is a count of 200 average daily trips from 1975. Given the property has been operating as a farm since 2018, traffic patterns and count should remain substantially unchanged with the proposed rezoning.

Public Services: Existing public services are adequate to serve the subject property regardless of how it may be utilized or redeveloped.

Environment: Development on the site is currently limited by the existing access and nearby fire hydrant locations. Any redevelopment of the property(ies) would be subject to review by the city's Development Review Team (DRT) to ensure the work is compliant with city codes and to ensure any potential effects on the environment would be mitigated through appropriate site development. Therefore, the proposed rezoning is not anticipated to have any adverse impacts on the environment.

Adjacent Properties: The subject property sits behind and below the residences along Davenport Street and on top of a wooded bluff behind the church, school, and residences to the north and east. The property is at least partially screened by vegetation and/or steep grade on all sides. The site has limited access which is constrained by topography and lot layout. Any future redevelopment of the subject property would be subject to site plan review by the City's DRT. Therefore, it is not anticipated that the proposed rezoning would negatively impact adjacent properties.

CIP Investments: None.

Staff Analysis: The applicant proposes to rezone the subject property from AGc Agriculture with conditions and R-1 Single Family Residential to AG Agriculture zoning district.

The subject properties were originally subdivided circa 1890 and purchased by the Archdiocese of Dubuque. The Holy Ghost church, school, and ballfields were developed here in 1896. The subject properties served as ballfields and parking lot (for the ballfields) for the church and school. The parking lot and ballfields have remained in use over the years but were otherwise vacant. In 2018, the ballfield portion of the site was rezoned , and ReEvolution Farm has been operating from the site. The parking lot portion was not included at that time because the applicants had intended to construct a dwelling on the parcel. They have instead purchased an adjacent home and the plan to build was abandoned. The applicants are now proposing to rezone for two reasons:

1. in order to allow their livestock to graze on and help maintain the parking lot property.
2. to remove or amend the existing condition attached to the ballfield property.

The current AGc district is limited per the following condition:

- 1) That the animals allowed on the subject property be limited to fowl, excluding ratites (the mostly large, flightless birds with a ratite breastbone – i.e., the ostrich, rhea, emu, cassowary and kiwi), bees, a maximum of five pigmy goats and aquaponics.

The proposed AG district allows for three (3) Principal Permitted Uses and expressly prohibits feedlots and livestock confinement operations. The proposed R-1 district allows for nine (9) Principal Permitted Uses. A copy of the full summary of each zoning district is attached to this report.

Principal Permitted Uses	
R-1 Zoning District	AG Zoning District
Cemetery, mausoleum, or columbarium.	Farming and agriculture, including the raising of field crops and livestock, horticulture, forestry, animal husbandry, and similar farming activities.
Community gardens.	Noncommercial nursery.
Golf course.	Railroad or public or quasi-public utility, including substation.
Maternity group home.	
Parks, public or private, and similar natural recreation areas.	
Place of religious exercise or assembly.	
Public, private or parochial school approved by the state of Iowa (K - 12).	
Railroad or public or quasi-public utility, including substation.	
Single-family detached dwelling.	

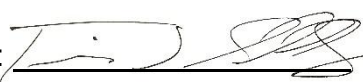
The Iowa Department of Transportation (IDOT) categorizes Davenport Street as Local. There are no recent traffic counts in the area. There is a count of 200 average daily trips from 1975. Given the property has been operating as a farm since 2018, traffic patterns and count should remain substantially unchanged with the proposed rezoning.

Existing utilities are available and adequate to serve the subject property. It should be noted that if the property owner desires to connect to water or sanitary sewer in the future, the property owner would be responsible for the expense(s) related to installing laterals and connection(s) to the existing utilities.

Development on the site is currently limited by the existing access and limited nearby fire hydrant locations. However, some additional development is permitted. Any redevelopment of the property(ies) would be subject to review by the city's Development Review Team (DRT) to ensure the work is compliant with city codes and to ensure any potential effects on the environment would be mitigated through appropriate site development. Therefore, the proposed rezoning is not anticipated to have any adverse impacts on the environment.

The Comprehensive Plan encourages the creation of edible landscaping and community gardens. The plan also encourages eco-education programming, mixed use and infill development. Community gardens, greenhouses and low intensity agricultural can be compatible with, and even enhance, residential neighborhoods by providing a source of healthy, fresh agricultural products, for the neighborhood and the community in general.

Planning staff recommends that the Zoning Advisory Commission review the information provided and make a recommendation to the City Council in accordance with Chapter 9 of the Unified Development Code and the criteria established for granting a zoning reclassification.

Prepared by:  Reviewed by:  Date: 11/25/2025

Prepared by: Laura Carstens, City Planner Address: City Hall, 50 W. 13th St Telephone: 589-4210
Return to: Kevin Firnstahl, City Clerk Address: City Hall- 50 W. 13th St Telephone: 589-4121

ORDINANCE NO. 19-18

AN ORDINANCE AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED AT 2900 BLOCK OF DAVENPORT STREET FROM R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT TO AG AGRICULTURAL DISTRICT, WITH CONDITIONS AS ESTABLISHED IN THE ATTACHED MEMORANDUM OF AGREEMENT

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

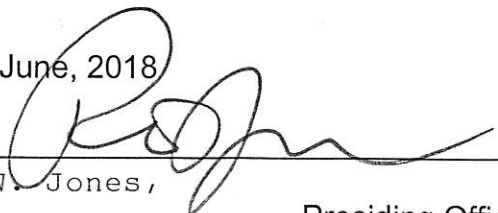
Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter described property from R-1 Single-Family Residential District to AG Agricultural District, to wit:

Lot 6 Weirich Heights, and to the centerline of the adjoining public right-of-way, all in the city of Dubuque, Iowa.

Section 2. The foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This ordinance shall take effect immediately upon publication, as provided by law.

Passed, approved and adopted this 18th day of June, 2018



Ric W. Jones,

Presiding Officer

Attest:



Kevin S. Firnstahl, City Clerk

MEMORANDUM OF AGREEMENT

Pursuant to the Iowa Code Section 414.5 (2017), and as an express condition of rezoning of the property located in the 2900 Block of Davenport Street and legally described as:

Lot 6 Weirich Height, and to the center line of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

which is the subject of Ordinance No. 19-18, a copy of which is attached hereto and incorporated herein by reference, the undersigned property owner(s) agree(s) to the following conditions, all of which the property owner(s) further agree(s) are reasonable and are imposed to satisfy public needs which are caused directly by the rezoning:

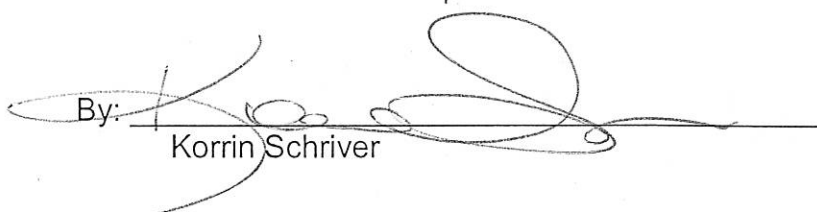
- A) Conditions:
 - 1) That the animals allowed on the subject property be limited to fowl, excluding ratites (the mostly large, flightless birds with a ratite breastbone – i.e., the ostrich, rhea, emu, cassowary and kiwi), bees, a maximum of five pygmy goats and aquaponics.
- B) Reclassification of the Subject Property. The City of Dubuque, Iowa may initiate zoning reclassification proceedings to the R-1 Single-Family Residential District if the property owner fails to complete any of the conditions or provisions of this Agreement.
- C) Modifications. Any modifications of this Agreement shall be considered a zoning reclassification and shall be subject to the provisions of the Title 16, Unified Development Code, governing zoning reclassifications. All such modifications must be approved by the City Council of Dubuque, Iowa.
- D) Recording. A copy of this Agreement shall be recorded with the Dubuque County Recorder as a permanent record of the conditions accepted as part of this rezoning approval within ten (10) days of the adoption of Ordinance No. 19-18.
- E) Construction. This Agreement shall be construed and interpreted as though it were part of Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code.
- F) This Agreement shall be binding upon the undersigned and his/her heirs, successors and assignees.

ACCEPTANCE OF ORDINANCE NO.

19-18

I, Korrin Schriver, having read the terms and conditions of the foregoing Ordinance No. 19 - 18 and being familiar with the conditions thereof, hereby accept this same and agree to the conditions required therein.

Dated in Dubuque, Iowa this 18 day of June 2018.

By: 

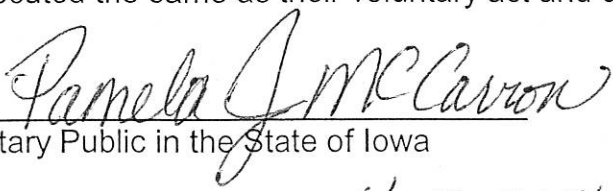
Korrin Schriver

State of Iowa)

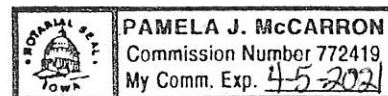
) ss:

County of Dubuque)

On this 18 day of June, 2018, before me, a Notary Public in and for said state, personally appeared Korrin Schriver to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.


Notary Public in the State of Iowa

My Commission expires: 4-5-2021



ACCEPTANCE OF ORDINANCE NO.

19 -18

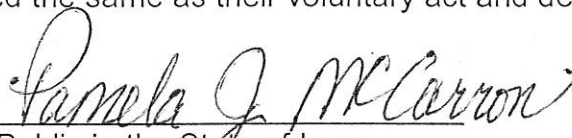
I, Sean Schriver, having read the terms and conditions of the foregoing Ordinance No. 19 - 18 and being familiar with the conditions thereof, hereby accept this same and agree to the conditions required therein.

Dated in Dubuque, Iowa this 18th day of June 2018.

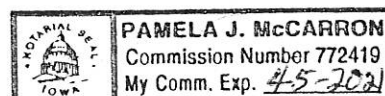
By: 
Sean Schriver

State of Iowa)
) ss:
County of Dubuque)

On this 18 day of June, 2018, before me, a Notary Public in and for said state, personally appeared Sean Schriver to me known to be the person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.


Notary Public in the State of Iowa

My Commission expires: 4-5-2021



16-5-2: R-1 SINGLE-FAMILY RESIDENTIAL:

The R-1 district is the most restrictive residential district and is intended to protect low density residential areas from the encroachment of incompatible uses. The principal use of land in this district is for low density single-family dwellings and related recreational, religious and educational facilities. (Ord. 52-09, 10-19-2009)

16-5-2-1: PRINCIPAL PERMITTED USES:

The following uses are permitted in the R-1 district:

- Cemetery, mausoleum, or columbarium.
- Community gardens.
- Golf course.
- Maternity group home.
- Parks, public or private, and similar natural recreation areas.
- Place of religious exercise or assembly.
- Public, private or parochial school approved by the state of Iowa (K - 12).
- Railroad or public or quasi-public utility, including substation.
- Single-family detached dwelling. (Ord. 52-09, 10-19-2009; amd. Ord. 17-13, 3-18-2013; Ord. 19-20, 5-18-2020; Ord. 49-23, 11-20-2023)

16-5-21: AG AGRICULTURE:

The AG district is intended to conserve farmland for agricultural purposes and to serve as a "holding" zone to prevent the premature development of large land acreages and of recently annexed land for which the most appropriate future use has not yet been determined. (Ord. 52-09, 10-19-2009)

16-5-21-1: PROHIBITED USES:

The following uses are prohibited in the AG district:

- Feedlot.
- Livestock confinement operation. (Ord. 52-09, 10-19-2009)

16-5-21-2: PRINCIPAL PERMITTED USES:

The following uses are permitted in the AG district:

- Farming and agriculture, including the raising of field crops and livestock, horticulture, forestry, animal husbandry, and similar farming activities.
- Noncommercial nursery.
- Railroad or public or quasi-public utility, including substation. (Ord. 52-09, 10-19-2009)

Prepared by: Wally Wernimont, City Planner Address: City Hall, 50 W. 13th St Telephone: 563-589-4210
Return to: Adrienne N. Breifelder, City Clerk Address: City Hall, 50 W. 13th St Telephone: 563-589-4121

ORDINANCE NO. - 25

AN ORDINANCE AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED AT 2900 BLOCK OF DAVENPORT STREET FROM AGc AGRICULTURE WITH CONDITIONS (PIN 1014281004) AND R-1 SINGLE FAMILY RESIDENTIAL (PIN 1014278025) TO AG AGRICULTURE DISTRICT.

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter-described property from AGc Agriculture With Conditions (Pin 1014281004) and R-1 Single Family Residential (Pin 1014278025) to AG Agriculture District, to wit:

Lot 1-1 and Lot 6 of Weirich Heights & Lots 1 & 2 of 1-1 of Andrew Richard Place, and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved and adopted this day of , 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breifelder, City Clerk

Davenport Street Rezoning (PIN 1014281004 & 1014278025)

To rezone portion of property from AGc Agriculture with conditions and R-1 Single-Family Residential to AG Agriculture zoning district.

Presentation to City Council
December 15, 2025



Vicinity Map



Applicant: Sean Schriver

Location: 2900 Block of Davenport Street, PINs 1014281004 and 1014278025

Type: Rezoning

Description: To rezone property from AGc Agriculture with conditions and R-1 Single Family Residential to AG Agriculture zoning district.

 Subject Property



1:3,000



Davenport Street

-  Subject Property
-  Properties Notified
-  200-Foot Notification Boundary



Project Site



Subject Properties: AGc Red Boundary(Ballfields); R-1 Orange Boundary(Parking Lot)

Zoning History

Proposed Land Use: Agricultural

Proposed Zoning: AG

+

Existing Land Use: Legally Nonconforming Parking Lot/Agricultural

Existing Zoning: R-1 Single-Family Residential/AGc Agriculture with conditions

Adjacent Land Use:

Adjacent Zoning:

North – SF Residential/Church/School

North – R-1

East – Single-Family /Multi-Family Residential

East – R-1

South – Single-Family Residential

South – R-1

West – Single-Family Residential

West – R-1

Former Zoning: R-1 Portion:

AG Portion:

Prior to 1975 – R-1

Prior to 1975 – R-1

1975 – R-2

1975 – R-2

1985 – R-1

1985 – R-1

2018 – AGc

Total Area: R-1 Portion: 0.75 acres

AGc Portion: 4.69 acres

Total: 5.436 acres

Reason for Rezoning

- Current zoning districts:
 - R-1 Single-Family Residential
 - AGc Agriculture with condition:
 - “That the animals allowed on the subject property be limited to fowl, excluding ratites (the mostly large, flightless birds with a ratite breastbone – i.e., the ostrich, rhea, emu, cassowary, and kiwi), bees, a maximum of five pigmy goats and aquaponics.”
- Reason for rezoning request:
 - To allow their livestock to graze on and help maintain the parking lot property (currently R-1 zoning district).
 - To remove or amend the existing condition attached to the ballfield property.

Zoning Advisory Commission Recommendation

- There was no public input
- By a vote of 6 to 0, the Commission recommends that the City Council approve the request with conditions.
- A simple majority vote is needed for the City Council to approve the rezoning.

QUESTIONS?

**City of Dubuque
City Council**

PUBLIC HEARINGS # 3.

ITEM TITLE: Resolution Approving a 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: Proof of publication on notice of public hearing to consider City Council adopt the attached Resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Staver-Muench, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations, and City Manager recommending approval.
RESOLUTION Approving A Development Agreement By And Between The City Of Dubuque, Iowa And Staver-Muench, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations

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

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Development Agreement
4. Resolution

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and Staver-Muench, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: December 10, 2025

Economic Development Director Jill Connors is recommending City Council adopt the attached Resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Staver-Muench, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

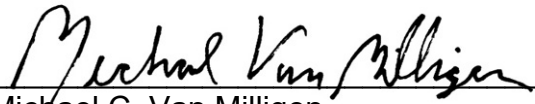
Staver-Muench, LLC submitted an application for a housing creation project at 2275 Central Avenue. The property has been vacant and underutilized for many years. The applicant is proposing a \$200,000 project that will create three new residential rental units, while also stabilizing and updating the 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.

The agreement contains a provision requiring acceptance of Housing Choice Vouchers. However, there is a prohibition on this for members of the City Council, so upon Chris Staver being sworn into office, as he is a member of the LLC, this provision is unenforceable. In the event the LLC desired to accept Housing Choice Vouchers, there is a waiver process that can be followed through the U.S. Housing & Urban Development Department. The waiver process must be complete and approved prior to any Housing Choice Voucher contracts being entered with the LLC.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director



Economic Development
Department
50 West 13th Street
Dubuque, Iowa 52001-4864
Office (563) 589-4393
TTY (563) 690-6678
<http://www.cityofdubuque.org>

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and Staver-Muench, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: December 9, 2025

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached Resolution approving a Development Agreement by and between the City of Dubuque, Iowa and 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 approving the Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
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.

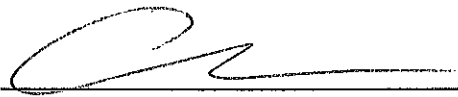
Developer further represents and warrants that Developer has obtained all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Agreement, including any permits and licenses that might be required by the state or locality in which Developer performs 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

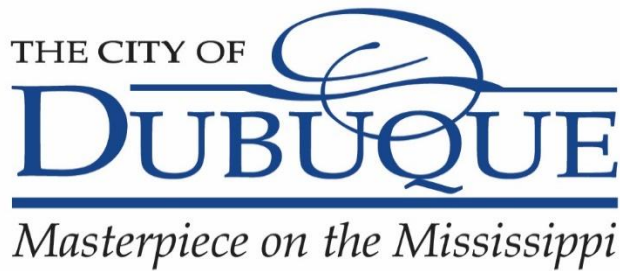
proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position 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.).

RESOLUTION NO. ____-25

APPROVING 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

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 Council, by Resolution No. 383-25, dated December 1, 2025, declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and Staver-Muench, LLC, for the redevelopment of the Property, including the issuance of Urban Renewal Tax Increment Revenue Obligations; and

WHEREAS, pursuant to published notice, a public hearing was held on the proposed Development Agreement on December 15, 2025 at 6:30 p.m.; and

WHEREAS, it is the determination of the City Council that approval of the Development Agreement by and between the City of Dubuque, Iowa, and Staver-Muench, LLC for redevelopment of the Property, according to the terms and conditions set out in the Development Agreement, is in the public interest of the City of Dubuque.

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

Section 1. The Development Agreement by and between the City of Dubuque, Iowa, and Staver-Muench, LLC, a copy of which is attached hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Development Agreement as herein approved.

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ACTION ITEMS # 1.

ITEM TITLE:	Commercial Air Service Minimum Revenue Guarantee
SUMMARY:	City Manager recommending City Council select the January 15, 2025, service termination date with Denver Air at an estimated cost of \$215,515 for the month of January.
SUGGESTED DISPOSITION:	Receive and File; Council

ATTACHMENTS:

1. MVM Memo
2. Staff Memo Commercial Air Service Minimum Revenue Guarantee
3. Written Input_Updated 12.15.25

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Commercial Air Service Minimum Revenue Guarantee

DATE: December 11, 2025

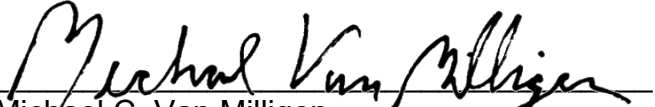
Knowing that the Greater Dubuque Development Corporation and the Dubuque Area Chamber of Commerce were not successful in working with the business community to raise \$650,000 in matching funds for the Denver Air Minimum Revenue Guarantee (MRG), Airport Director Todd Dalsing has been negotiating with Denver Air. They have arrived at the following three options to be considered:

1. Denver Air terminate service on January 15, 2026: \$50,000 + ½ January MRG estimate at \$165,515 = \$215,515
2. Denver Air terminate service on January 31, 2026: \$50,000 + January MRG estimate \$331,030 = \$381,030
3. Denver Air terminate service on March 15, 2026 (this is the required - 90 day notice): January, February, ½ March MRG estimate \$708,666

I respectfully recommend that you select option #1, the January 15, 2025, service termination date at an estimated cost of \$215,515 for the month of January. This allows people who have purchased tickets beyond that date to book new flights. The non-profit Dubuque Air has \$50,030.11 to help cover this cost.

With the current MRG payments for Denver Air and the total estimate of \$510,048 for November and December the city would have \$685,550.34 remaining in the amount of city funds budgeted for the MRG after making these option #1 payments. It is important to remember the amount of the MRG payments are at this point an estimate.

The City of Dubuque has every intention of continuing to work with the non-profit Dubuque Air to seek commercial air service for the Dubuque Regional Airport.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Todd Dalsing, Airport Director
Jenny Larson, Chief Financial Officer
Dubuque Air

TO: Michael Van Milligen, City Manager
FROM: Todd Dalsing, Airport Director
SUBJECT: Commercial Air Service Minimum Revenue Guarantee
DATE: December 8, 2025

INTRODUCTION

The purpose of this memorandum is follow-up to the December 1, 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

The October 6, 2025, Memorandum to City Council included airport funding sources related to commercial air service status and economic impact. An update is included in discussion below.

DISCUSSION

Grant Funding

49 USC §47104(a) allows the Administrator to issue grants for airport planning and development in the United States. To issue grants and operate the Airport Improvement Program (AIP) grant program, the FAA normally needs authorization and appropriation:

Appropriation

Entitlements. The term "entitlements" refers to the passenger, cargo service, and State Apportionments (including nonprimary apportionments when applicable) available to sponsors and states based on formulas in 49 USC §47114.

Discretionary. The term "discretionary" refers to funds that are available for use on eligible projects at the FAA's discretion after satisfying required apportionments. The authorizing legislation establishes formulas and requirements for the use of discretionary funds.

Airport Categories

Commercial Service Airports are publicly owned airports that have at least 2,500 passenger boardings (enplanements) each calendar year and receive scheduled passenger service.

Primary Commercial Service Airports are Commercial Service Airports that have more than 10,000 enplanements each year.

Funding: Not less than \$1,300,000 or more than \$22,000,000 for each fiscal year.

Nonprimary Commercial Service Airports are Commercial Service Airports that have at least 2,500 and no more than 10,000 enplanements each year.

Funding: Receive funding on a sliding scale that ranges from \$150,000 to \$1.3 million, depending on the number of enplaned passengers (\$60 for each of the first 2,500 enplanements and \$153.33 for each of the next 7,499 enplanements during the prior calendar year).

General Aviation Airports are public-use airports that do not have scheduled service or have less than 2,500 annual enplanements.

Funding: Rank low in National Priority Ranking (NPR), limited to high safety issues, for example runways.

Dubuque Regional Airport

The attachment titled “Current FAA Fiscal Year 2023 – 2031 Funding” provides in-depth description of current FAA and IDOT funding.

In summary, as a nonprimary commercial service airport with 10,000 enplanements, DBQ currently receives \$1,300,000 in entitlement, along with discretionary and IDOT funds. The received grant funding and local City match is:

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028*	FY 2029	FY 2030	FY 2031
Grant Funding	\$5,176,578	\$8,256,392	\$4,470,103	\$10,569,500	\$8,077,554	\$2,903,550	\$4,856,550	\$4,871,040	\$5,668,260
Dubuque Match	\$444,848	\$972,932	\$594,786	\$1,003,000	\$1,005,839	\$430,950	\$647,950	\$649,560	\$738,140
Total	\$5,621,426	\$9,229,324	\$5,064,889	\$11,572,500	\$9,083,394	\$3,334,500	\$5,504,500	\$5,520,600	\$6,406,400

If DBQ loses daily scheduled service, any enplanements will come from destination charters (currently Sun Country). If DBQ captures at least 2,500 enplanements, DBQ will receive \$150,000 in entitlement. The difference of \$1,150,000 in entitlement will become part of the local City match, along with any FAA discretionary and IDOT funds not received:

	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028*	FY 2029	FY 2030	FY 2031
Grant Funding	\$5,176,578	\$8,256,392	\$4,470,103	\$10,569,500	\$8,077,554	\$150,000	\$150,000	\$150,000	\$150,000
Dubuque Match	\$444,848	\$972,932	\$594,786	\$1,003,000	\$1,005,840	\$3,184,500	\$5,354,500	\$5,370,600	\$6,256,400
Total	\$5,621,426	\$9,229,324	\$5,064,889	\$11,572,500	\$9,083,394	\$3,334,500	\$5,504,500	\$5,520,600	\$6,406,400

Sun Country currently averages 1,300 annual enplanements.

Economic Impact

DBQ Commercial Passengers: First Year Estimated Economic Impact & ROI			
<u>2025 Est Passengers</u>	<u>2022 Econ Outut Per Passenger</u>	<u>Inflation 2022-25</u>	<u>2025 Economic Impact</u>
7,231	\$2,201	1.13	\$17,985,727
<u>2025 MRG Investment</u>	<u>2025 Economic Impact</u>	<u>2025 ROI to One</u>	
\$3,660,556	\$17,985,727	5	

DBQ Commercial Passengers: Forecast Estimated Economic Impact & ROI			
<u>Annual 65% Load Factor</u>	<u>2022 Econ Outut Per Passenger</u>	<u>Inflation 2022-25</u>	<u>65% Loads Economic Impact</u>
11,700	\$2,201	1.13	\$29,101,508
<u>65% Loads MRG Investment</u>	<u>2025 Economic Impact</u>	<u>ROI to One</u>	
\$1,500,000	\$29,101,508	19	

Current Enplanement and MRG Funding Data

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	600*
December	476	
Yearly Totals	937	5,896

*November 2025: Out of 30 calendar days, there were 28 scheduled flight days due to holiday, and weather impacting ORD/DBQ operations, resulting in reduced enplanement numbers.

Minimum Revenue Guarantee (MRG)			
Invoice	Est. 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
	\$1,295,598.34

At the Tuesday, December 2, 2025, Airport Commission meeting, the Commission authorized the Airport Director to continue communications with Denver Air regarding minimum revenue guarantee status and coordinate with the City Council to invoke contractual actions required per agreement.

Denver Air proposes 3 options to discontinue service:

1. January 15, 2026: \$50,000 + ½ January MRG estimate at \$165,515 = \$215,515*
2. January 31, 2026: \$50,000 + January MRG estimate \$331,030 = \$381,030*
3. March 15, 2026 (90 day): January, February, ½ March MRG estimate \$708,666*

*The MRG estimates are likely to go higher as people learn of the end of service, and are then more likely to book their travel at surrounding airports.

Current FAA Fiscal Year 2023 - 2031 Funding

TOTAL FUNDING		FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028*	FY 2029	FY 2030	FY 2031
	Grant Funding	\$5,176,578	\$8,256,392	\$4,470,103	\$10,569,500	\$8,077,554	\$2,903,550	\$4,856,550	\$4,871,040	\$5,668,260
	Dubuque Match	\$444,848	\$972,932	\$594,786	\$1,003,000	\$1,005,839	\$430,950	\$647,950	\$649,560	\$738,140
	Total	\$5,621,426	\$9,229,324	\$5,064,889	\$11,572,500	\$9,083,394	\$3,334,500	\$5,504,500	\$5,520,600	\$6,406,400

GRANT FUNDING BREAKDOWN		FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028*	FY 2029	FY 2030	FY 2031
	AIP Entitlement	\$1,000,000	\$1,000,000	\$1,300,000	\$1,300,000	\$1,300,000	\$1,300,000	\$1,300,000	\$1,300,000	\$1,300,000
	AIP Discretionary	\$2,746,059	\$4,426,392	\$2,840,503	\$7,353,000	\$6,244,994	\$1,303,550	\$3,256,550	\$3,271,040	\$4,068,260
	AIP BIL ATP	\$1,346,112								
	AIP BIL AIG	\$84,407	\$2,430,000		\$1,516,500					
	AIP Environmental					\$232,560				
	IDOT AIP		\$400,000	\$329,600	\$400,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
	Local Match - DBQ	\$444,848	\$972,932	\$594,786	\$1,003,000	\$1,005,839	\$430,950	\$647,950	\$649,560	\$738,140
	Total	\$5,621,426	\$9,229,324	\$5,064,889	\$11,572,500	\$9,083,394	\$3,334,500	\$5,504,500	\$5,520,600	\$6,406,400

PROJECT SUMMARY	Funding Source	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028*	FY 2029	FY 2030	FY 2031
Reconstruct Taxiway A (6 Phases)	AIP	\$3,746,059	\$5,426,392	\$4,031,053	\$8,603,000	\$7,544,995	\$2,028,000			
	Local Match (DBQ)	\$374,000	\$602,932	\$500,386	\$437,000	\$804,999	\$192,000			
Solar Photovoltaic System (2 Phases)	AIP	\$1,430,519								\$780,300
	Local Match (DBQ)	\$70,848								\$86,700
Reconstruct General Aviation Apron (2 Phases)	AIP		\$2,430,000		\$1,566,500					
	IDOT		\$400,000		\$400,000					
	Local Match (DBQ)		\$370,000		\$566,000					
Update Airport Pavement Management System & PCR Calculations	AIP			\$109,450			\$90,000			
	Local Match (DBQ)			\$12,000			\$10,000			
AFFF Transition	AIP					\$232,560				
	Local Match (DBQ)					\$25,840				
West Side Development	AIP						\$485,550	\$575,550		
	Local Match (DBQ)						\$53,950	\$63,950		
SRE - Rotary Plow with Carrier Vehicle	AIP							\$1,035,000		
	Local Match (DBQ)							\$115,000		
Taxiway D Extension	AIP							\$2,946,000		
	Local Match (DBQ)							\$294,000		
Taxiway J	AIP								\$3,581,040	\$4,587,960
	Local Match (DBQ)								\$364,560	\$476,440
ARFF Truck	AIP								\$990,000	
	Local Match (DBQ)			\$329,600					\$110,000	
Runway Markings Improvements	IDOT			\$82,400						
	Local Match (DBQ)									
T-Hangar Apron Rehabilitation (5 Phases)	IDOT					\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
	Local Match (DBQ)					\$175,000	\$175,000	\$175,000	\$175,000	\$175,000
	Total	\$5,621,426	\$9,229,324	\$5,064,889	\$11,572,500	\$9,083,394	\$3,334,500	\$5,504,500	\$5,520,600	\$6,406,400

Approved Funding
Funding Pending Enplanements and Application
*FAA Reauthorization Year

Note: The local match (DBQ) is based on various factors. Some AIP projects require 5% match, and others require 10% match. Also, some projects have ineligible costs (such as reconstruction of Taxiway A and the general aviation apron) which affects the total local match required.

Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Sunday, December 14, 2025 10:25 AM
To: Adrienne Breitfelder
Subject: A new Service Request has been created [Request ID #228728] (Contact City Council) - Dubuque, IA

Caution! This message was sent from outside your organization. Never give your login information and password over email!

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Dubuque, IA

A new service request has been filed.

Service Request Details

ID	228728
Date/Time	12/14/2025 10:25 AM
Type	Contact City Council
Address	Dubuque
Origin	Website
Comments	You all killed it - air service. With your constant threats to cancel air service you chased away potential flyers. People didn't want to make a reservation in fear that there wouldn't be a plane.
Submitter	Giesler, Mary J 2310 High Cloud Dubuque, IA 52002 563-583-8778 janicegiesler2020@gmail.com

[View in QAlert](#)

Dubuque, IA



Dubuque Mayor and City Council
City of Dubuque
50W 13th Street
Dubuque IA 52001

Monday December 15th, 2025

RE: DBQ Air Committed to Local Air Service

Dear Mayor and Council Members,

On behalf of DBQ Air thank you for your steadfast support in our mission to secure daily commercial air service for Dubuque. Though we recognize the present challenges, it has only served to strengthen our resolve in this continued fight. Reliable commercial air service is so much more than a convenience...it is a critical driver of economic growth, business development, quality of life enhancements and regional competitiveness.

Denver Air Connection has been nothing short of an exceptional partner, and it has been an honor to work with them. If the contract with DAC must end at this time, we want to assure you that our relationship will not. In keeping with our mission, we will keep the door and lines of communication open for future collaboration with DAC and all possible airlines.

We want to make it very clear that DBQ Air is committed to continuing the fight for sustained commercial air service for our region. If our current air service must end, your continued advocacy is vital as we shift our focus to new avenues to achieve this goal. We will pursue every option, deliver every message, and seek every creative solution to secure equitable access for Dubuque.

With your continued leadership we can make our case and protect the economic future of our region and create the air service connection to the rest of the world that our residents need and deserve. Thank you for all you have done, and all you will continue to do, to help us in this cause.

Sincerely,

DBQ Air

Adrienne Breittfelder

Subject: FW: Daily.flights

From: Chavenellestudio <gail@chavenellestudio.com>

Sent: Wednesday, December 3, 2025 8:36 AM

To: Brad Cavanagh <Bcavanagh@cityofdubuque.org>

Subject: Daily.flights

[You don't often get email from gail@chavenellestudio.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Caution! This message was sent from outside your organization. Never give your login information and password over email!

I just wanted to add our voices to those who feel that daily air flight to and from Dubuque is most important! We read in today's TH how they probably will be canceled. We feel this is a great error and urge the council to make such fiscal arrangements that will keep daily flights serving Dubuque.

Thank you for your attention,

Gail and Bill

Gail Chavenelle and Bill Dicken

1155 Kelly Lane

Dubuque Iowa 53003

Chavenelle Studio Metalworks

[https://us-west-](https://us-west-2.protection.sophos.com?d=chavenellestudio.com&u=d3d3LmNoYXZlbnVsbGVzdHVkaW8uY29t&i=NWY2MjY3MTkwYTc2YjQwZWMO0NWY0NGVt&t=dDZQWU11NGR4N2I0RVVoQ0UwdVFMbzZ3NjNpd3JVVVc0Y3lxVWVsUGkxbz0=&h=9226d7ae0ddb4d5c88944d451cb41b4b&s=AVNPUEhUT0NFTkNSWVBUSVa98xMSFjMTLRcN-rcKO-3NlBWkYslhV1HlvQ4Mpp7Hyw)

[2.protection.sophos.com?d=chavenellestudio.com&u=d3d3LmNoYXZlbnVsbGVzdHVkaW8uY29t&i=NWY2MjY3MTkwYTc2YjQwZWMO0NWY0NGVt&t=dDZQWU11NGR4N2I0RVVoQ0UwdVFMbzZ3NjNpd3JVVVc0Y3lxVWVsUGkxbz0=&h=9226d7ae0ddb4d5c88944d451cb41b4b&s=AVNPUEhUT0NFTkNSWVBUSVa98xMSFjMTLRcN-rcKO-3NlBWkYslhV1HlvQ4Mpp7Hyw](https://us-west-2.protection.sophos.com?d=chavenellestudio.com&u=d3d3LmNoYXZlbnVsbGVzdHVkaW8uY29t&i=NWY2MjY3MTkwYTc2YjQwZWMO0NWY0NGVt&t=dDZQWU11NGR4N2I0RVVoQ0UwdVFMbzZ3NjNpd3JVVVc0Y3lxVWVsUGkxbz0=&h=9226d7ae0ddb4d5c88944d451cb41b4b&s=AVNPUEhUT0NFTkNSWVBUSVa98xMSFjMTLRcN-rcKO-3NlBWkYslhV1HlvQ4Mpp7Hyw)

Cell 563 599 6372

Adrienne Breitfelder

Subject: FW: requesting a response

From: Adrienne Breitfelder <Abreitfe@cityofdubuque.org>

Sent: Wednesday, December 3, 2025 5:14 PM

To: Adrienne Breitfelder <Abreitfe@cityofdubuque.org>

Subject: FW: requeste

On Dec 2, 2025, at 4:28 PM, yfiink@aol.com wrote:

You don't often get email from yfiink@aol.com. [Learn why this is important](#)

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Please stop wasting my hard earned tax money on the failed airport deal

On Monday, September 29, 2025 at 08:20:49 PM EDT, yfiink@aol.com <yfiink@aol.com> wrote:

Dear Mr Sprank

I want to know....How did the auto renew clause for Denver Air get by you, the city manager, the city attorney, all the city hall bureaucrats' and the other members of the council?

Sincerely

Joel Pusateri

Adrienne Breitfelder

From: Adrienne Breitfelder
Sent: Wednesday, December 3, 2025 5:13 PM
To: Adrienne Breitfelder
Subject: FW: Airport

From: Brian Klinkner <brianklinkner270@gmail.com>
Date: December 2, 2025 at 10:35:49 AM CST
To: Danny Sprank <Dsprank@cityofdubuque.org>
Subject: Airport

You don't often get email from brianklinkner270@gmail.com. [Learn why this is important](#)

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Hi Dan, I live on Sapphire Circle in Dubuque. I do not feel it is fair to the taxpayers of Dubuque to fund and economically failing airline just to serve a few select people. I realize the funding is needed for maintenance on the airport, but that only serves very elite private plane owners. Thank you for serving us, your constituents. respectfully .Brian Klinkner

November 19, 2025

Dear Councilman Sprank,

My husband grew up on Windsor Avenue,. We lived on East 30th,. We raised our children on Edith Street. We were members of Sacred Heart parish for many years.

I know the North End. I lived in it.

I understand some citizens not wanting to support air service because they don't use it. There are many things I don't use that are paid with my taxes.

I am an 80 year old widow. I do't drive anymore; I am unable to use or enjoy many of the events and places in the city. My taxes pay for many city parks including Comisky Park, the swimming pools, the ice rink, hiking and biking trails, Multiculturall Center Dubuque Harbor and Marina, the Jule,, the downtown parking ramps and more.. We paid school taxes even though we sent our children to the Catholic schools in Dubuque (no vouchers). I don't have any children or grandchildren in our schools.

I need air service from Dubuque. There is no rail service. There is no efficient bus service. My family lives in the Chicago area. To me, this is a life event. I have used Denver Air and I will continue to use it. Our family has always supported the LOCAL Dubuque Airport.

We can't choose precisely where our tax money will go. We are a community. We support each other

There are other individuals, ordinary citizens in the city that need air service. And I bet some of them live in the North End.

Sincerely,



Mary Janice Giesler
2310 High Cloud Dr
Dubuque, IA. 52002

**City of Dubuque
City Council**

ACTION ITEMS # 2.

ITEM TITLE: Contract for Services Between the City of Dubuque and Greater Dubuque Housing Trust Fund

SUMMARY: City Attorney recommending City Council approval of the attached Contract for Services with the Greater Dubuque Housing Trust Fund and authorize the City Attorney to execute the agreement on behalf of the City.
RESOLUTION Authorizing Execution Of Contract For Services Between The City Of Dubuque And Greater Dubuque Housing Trust Fund

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

ATTACHMENTS:

1. CB Memo
2. LHTF Contract for Services - Staff Memo
3. LHTF Contract for Services - Resolution
4. Final GDHTF City Services Agreement



TO: The Honorable Mayor and City Council Members

FROM: Crenna Brumwell, City Attorney

SUBJECT: Contract for Services Between the City of Dubuque and the Greater Dubuque Housing Trust Fund

DATE: December 9, 2025

Interim Housing & Community Development Director Sandi Fowler is recommending City Council approval of the attached Contract for Services with the Greater Dubuque Housing Trust Fund and authorize the City Attorney to execute the agreement on behalf of the City.

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

CB:sv

Attachment

cc: Cori Burbach, Assistant City Manager
Sandi Fowler, Interim Housing & Community Development Director
Maddy Haverland, Urban Development and Housing Rehabilitation Project Manager



TO: Crenna Brumwell, City Attorney

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

SUBJECT: Contract for Services Between the City of Dubuque and the Greater Dubuque Housing Trust Fund

DATE: December 9, 2025

Introduction

This memorandum transmits the Contract for Services between the City of Dubuque Housing and Community Development Department and the Greater Dubuque Housing Trust Fund.

Background

The City of Dubuque established a Local Housing Trust Fund (LHTF) over 30 years ago to address affordable housing and meet the needs of the city's low- and moderate-income residents. The primary role of the Local Housing Trust Fund has been to increase affordable housing, assist first-time homebuyers with down payments and closing costs, rehabilitate affordable housing, and invest in neighborhood revitalization.

The LHTF is certified by the Iowa Finance Authority (IFA) and the primary funding source for projects is pass-through funds from the State Housing Trust Fund. Dubuque is an entitlement community, and has received an average of \$207,000 annually over the last 5 years. Additionally, the City provides a 25% local match for each annual grant through Greater Downtown TIF funds.

Discussion

Although the City of Dubuque Local Housing Trust Fund has been in existence for several decades, the structure of the LHTF does not fit within IFA's current certification requirements.

It is best practice for LHTFs to be a certified nonprofit entity and have a standalone Board of Directors that makes funding decisions. This Board must be comprised of no more than 50% of individuals from local government/public officials.

One of the greatest benefits LHTFs bring to their communities is the ability to fundraise as a nonprofit entity, and to leverage multiple funding sources to address affordable

housing issues in their communities. With the current governance structure under the City of Dubuque, it creates complexities with fundraising and potentially limits the impact of the LHTF.

In September 2024, City of Dubuque Housing Department staff approached the Community Foundation of Greater Dubuque about their capacity and interest in transferring governance of the Local Housing Trust Fund to their organization. Since that time, staff from the City, Community Foundation, and IFA have been working together to certify a new governing body for the LHTF that fits IFA's certification requirements.

The Greater Dubuque Housing Trust Fund (GDHTF) was created, and two members of the City's Local Housing Trust Fund Advisory Committee are on the Board of Directors of this new nonprofit. While the GDHTF applies for their charitable organization status through the IRS, they will operate under the umbrella of the Community Foundation as the grantee for the IFA LHTF grants.

Staff from the City of Dubuque's Housing Department have managed the IFA LHTF grants for many years, investing millions of dollars into housing creation and stabilization. To continue operations and spend the IFA grants in a timely manner, the GDHTF and City of Dubuque have proposed to enter a Contract for Services. Housing staff will continue to operate programs funded through LHTF dollars, although the grantee will now be the GDHTF.

Recommendation

I respectfully request the City Council approve the attached Contract for Services with the Greater Dubuque Housing Trust Fund and authorize the City Attorney to execute the agreement on behalf of the City.

Prepared by: Maddy Haverland, Urban Development and Housing Rehabilitation Project Manager

RESOLUTION NO. ____-2025

**RESOLUTION AUTHORIZING EXECUTION OF CONTRACT FOR SERVICES
BETWEEN THE CITY OF DUBUQUE AND GREATER DUBUQUE HOUSING TRUST
FUND.**

Whereas, The Greater Dubuque Housing Trust Fund is a certified nonprofit entity operating with an independent Board of Directors under the charitable status of the Community Foundation of Greater Dubuque; and

Whereas, the Greater Dubuque Housing Trust Fund primarily focuses on affordable housing in the Dubuque community; and

Whereas, the Greater Dubuque Housing Trust Fund wishes to enter a contract for services with the City of Dubuque to administer programming on their behalf; and

Whereas, the City of Dubuque has capacity for project administration.

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

Section 1. That the Contract for Services between the Greater Dubuque Housing Trust Fund and City of Dubuque be executed effective January 1, 2026.

Section 2. That the City Attorney of the City of Dubuque is hereby authorized to execute said Contract.

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

Attest

Brad M. Cavanagh, Mayor

Adrienne Breitfelder, City Clerk

**CONTRACT FOR SERVICES BETWEEN
GREATER DUBUQUE HOUSING TRUST FUND (GDHTF)
AND
CITY OF DUBUQUE HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT**

SECTION 1

Background and Purpose

The Greater Dubuque Housing Trust Fund (GDHTF) is a stand-alone 501(c)(3) agency that has been certified by the Iowa Finance Authority (IFA) as a local housing trust fund eligible to receive funds from the State Housing Trust Fund (SHTF) for the purpose of providing needed housing services to the citizens of the city of Dubuque, Iowa.

The City of Dubuque Housing and Community Development Department (HCDD) is a department of a public, municipal government that provides housing-related and community development services within the incorporated city limits of Dubuque, Iowa.

The purpose of this agreement is to secure the contractual services of HCDD to provide professional staffing services for the GDHTF work with the citizens of the City of Dubuque. Services shall be provided as outlined in the Scope of Work.

SECTION 2

Scope of Work

The City of Dubuque HCDD shall provide professional administrative staffing services for the GDHTF for SHTF funded work with the citizens of Dubuque. The professional staffing services shall, in general, include:

- Assistance writing the annual Local Housing Trust Fund grant application to be submitted to IFA;
- Provide financial support, accounting and billing services and IFA reports for costs directly related to the SHTF grant funds received annually from IFA. This will include completion or submission of required or requested IRS documents. Audit requirements, as established by IFA, will be met through the City of Dubuque's annual audit;
- Provide project and contract management, including contract compliance monitoring for pass-through projects that are funded with dollars received from the SHTF through IFA and all associated Program Income;
- Assist with Requests for Proposal (RFP) development, review, and project management of special projects;
- Track service delivery and project management data in the City of Dubuque's Neighborly Software;
- Provide loan servicing for all existing, and if requested new, loans funded by SHTF dollars received from IFA and associated Program Income;

- Ensure ongoing and timely communication to the GDHTF Board Members;
- Strategically collaborate with the GDHTF to braid funds with other Federal and non-Federal funding sources, as awarded to the City of Dubuque government, to maximize assistance for eligible households and projects and enhance the impact of GDHTF funds;
- Prepare summaries, statements, and/or documents on policies and initiatives identified by the Board.
- Utilize the City's technology to send public notice, post meeting agendas, and meeting minutes to comply with Iowa Open Meetings Law. The GDHTF is responsible for providing the notice, agenda, and minutes to the City within the required timelines for posting.

If either party deems it necessary, a more detailed and specific list of services may be negotiated and attached as Exhibit A to this Agreement.

The City of Dubuque HCDD shall be consulted on all programmatic proposals from the GDHTF that may impact HCDD staff capacity.

SECTION 3

Service Cost and Method of Payment

The City of Dubuque HCDD shall provide professional staffing services as outlined in Section 2 as eligible expenses under the "Rehabilitation Administration" duties funded by Community Development Block Grant support staff. Activities that are not eligible as "Rehabilitation Administration" shall be billed to the GDHTF at an agreed upon hourly rate, not to exceed the maximum amount of administrative funding allowed by each IFA grant award.

The GDHTF shall pay the cost of two (2) User Licenses for a software chosen by the HCDD staff to track projects and maintain the loan portfolio. The annual estimated cost for this service is approximately \$5,500. It is reasonable and logical to conclude that User License renewal rates for the software may increase annually, and that standard increases shall not require review and approval from the LTHF to be expensed as part of this contract. The HCDD shall invoice the GDHTF at the time of annual licensing for these costs.

The HCDD shall incur all up-front costs for programming, including the actual assistance, appraisal fees, survey and environmental fees, recording, licensing, inspection, permit, and legal fees, and other charges in connection with the administration of the projects and activities funded with grant dollars provided by IFA and all associated Program Income. All costs related to personal property improvement, and loan qualification for said improvements, shall be included in the loans to the owner of such property or paid at the time of loan closing.

Reimbursement and Draw Requests

The City of Dubuque HCDD shall prepare and submit funding draw requests for all services rendered no less frequently than quarterly. Draw requests shall be submitted to the GDHTF for approval and submittal to IFA. Concurrently, the HCDD shall submit an invoice to the GDHTF for reimbursement of all expenses incurred for GDHTF projects and related administration. The GDHTF shall remit payment within 30 days of receipt of invoice.

Applicability of Grants

This Contract shall be applicable to the IFA grants awarded to the City of Dubuque GDHTF as follows:

- For fall Open Awards at the time of transition, the funds shall be turned over to the GDHTF for IFA drawdowns.

The Parties acknowledge the 2026 and subsequent applications for IFA Local Housing Trust Fund grant funds shall be prepared and submitted by the GDHTF.

SECTION 4

Additional Provisions

Termination. This Contract for Services (Contract) may be terminated by either the GDHTF or City of Dubuque HCDD by submitting written notice of termination, delivered in a verifiable format, no less than thirty (30) days prior to the date of termination. The HCDD shall receive reimbursement for all services provided through the date of termination if termination is by GDHTF.

Amendment. Any changes to this Contract shall be made by mutual agreement of the parties and in writing. Amendments shall be approved by the GDHTF Board of Directors and the Dubuque City Council, or designee as appointed by the City Council. The provisions of the amendment shall be in effect as of the date of the amendment unless otherwise specified in the amendment. Amendments shall be identified chronologically by number.

Assignment. Neither party may assign, subcontract, or delegate its obligations under this Contract without the written consent of the other,

Severability. Invalidation or unenforceability of one or more provisions of this Contract shall not affect any other provision of this Contract. If possible, any unenforceable provision within this Contract shall be modified to reflect the parties' original intention.

Record Retention. To the greatest extent practicable, all records and documents created in the execution of this Contract shall be retained by both parties and readily available to the other through electronic or other means. In all cases, all records in the possession of

the parties pertaining to this Contract shall be retained by the parties for a period of five (5) years beginning upon the date upon which the final report is submitted for the IFA grant from which the funds were disbursed. For the purposes of this paragraph, the term "records" means legal documents, contracts, financial records, or any other document upon which the financial statements are based, in whole or in part.

Liability. The GDHTF shall indemnify and hold harmless the City of Dubuque and its officers and employees from suits, actions, or claims of any character brought for or on account of any injuries or damages sustained by any person or to any property resulting from the negligent acts or omissions by the GDHTF, its officers, agents, employees, or grant recipients or which arise out of the performance of this Contract by the GDHTF, its officers, agents, or employees or grant recipients responsible for carrying out the terms of this Contract.

The City shall indemnify and hold harmless the GDHTF and its officers and employees from suits, actions, or claims of any character brought for or on account of any injuries or damages sustained by any person or to any property resulting from the negligent acts or omissions by the City, its officers, or employees which arise out of the performance of this Contract by the City, its officers, or employees.

Insurance

The City of Dubuque shall maintain its membership in the Iowa Communities Assurance Pool (ICAP) during the term of this Agreement. The GDHTF shall maintain insurance in compliance with City Insurance Schedule G attached as Exhibit B.

Notices. Any notice required or permitted by this Contract shall be in writing and sent to the following physical or e-mail address of the individual representing each party:

City of Dubuque Housing & CD Department
Attn: Housing Director
350 W. 6th Street, Suite 312
Dubuque, IA 52001
sfowler@cityofdubuque.org

Greater Dubuque Local Housing Trust Fund
Attn: Board President
700 Locust St. #195
Dubuque, IA 52001
nancy@dbqfoundation.org

SECTION 5

Agreement and Effective Dates

Be it resolved by the Parties hereto, that this Contract is hereby approved, executed, and stipulated as follows.

Effective Dates. This agreement shall become effective on January 1, 2026, and shall remain in effect until this agreement is replaced, repealed, amendments are approved by both parties, or until either party gives a 30-day written notice of Termination as outlined in Section 4.

SIGNED: _____ DATE: _____
President, Greater Dubuque Housing Trust
Fund Board

SIGNED: _____ DATE: _____
Crenna Brumwell, City Attorney

EXHIBIT A
LIST OF SERVICES

EXHIBIT B
INSURANCE SCHEDULE G

1. GDHTF 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 GDHTF limits of liability are higher than the required minimum limits then the GDHTF's limits shall be this agreement's required limits.
9. GDHTF 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. GDHTF 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 GDHTF.
10. GDHTF 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

INSURANCE SCHEDULE G (continued)

If, by Iowa Code Section 85.1A, the Vendor is not required to purchase Workers' Compensation Insurance, the Vendor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☒ No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution product and completed operations coverage shall also be covered.

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (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

INSURANCE SCHEDULE G (continued)

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.

INSURANCE SCHEDULE G (continued)

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.

**City of Dubuque
City Council**

ACTION ITEMS # 3.

ITEM TITLE:	Repeal of Title 2, Chapter 5, Article D - Trust Fund Advisory Committee
SUMMARY:	City Attorney recommending City Council repeal of Title 2, Chapter 5, Article D – Trust Fund Advisory Committee in the City Code. ORDINANCE Amending City Of Dubuque Code Of Ordinances Title 2 Boards And Commissions, Chapter 5 Housing Agency And Community Development Commissions, Article D Trust Fund Advisory Committee By Repealing The Entirety Of Article D
SUGGESTED DISPOSITION:	Receive and File; Motion B; Motion A
ATTACHMENTS:	1. CB_CAO Memo 2. LHTF Ordinance Repeal - Staff Memo 3. HTF_6-10-25

TO: The Honorable Mayor and City Council Members

FROM: Crenna Brumwell, City Attorney

SUBJECT: Repeal of Title 2, Chapter 5, Article D – Trust Fund Advisory Committee

DATE: December 10, 2025

Interim Housing & Community Development Director Sandi Fowler is recommending City Council repeal of Title 2, Chapter 5, Article D – Trust Fund Advisory Committee in the City Code.

The City of Dubuque established a Local Housing Trust Fund (LHTF) over 30 years ago to address affordable housing and meet the needs of the city's low- and moderate-income residents. The primary role of the Local Housing Trust Fund has been to increase affordable housing, assist first-time homebuyers with down payments and closing costs, rehabilitate affordable housing, and invest in neighborhood revitalization.

With the governance transition of the LHTF from the City of Dubuque to its own nonprofit, the Greater Dubuque Housing Trust Fund, as outlined in the Contract for Services, this ordinance is no longer necessary.

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

CB:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Sandi Fowler, Interim Housing & Community Development Director
Maddy Haverland, Urban Development and Housing Rehabilitation Project Manager



TO: Crenna Brumwell, City Attorney

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

SUBJECT: Repeal of Title 2, Chapter 5, Article D – Trust Fund Advisory Committee

DATE: December 9, 2025

Introduction

This memorandum transmits the repeal of Title 2, Chapter 5, Article D - Trust Fund Advisory Committee, in the City Code.

Background

The City of Dubuque established a Local Housing Trust Fund (LHTF) over 30 years ago to address affordable housing and meet the needs of the city's low- and moderate-income residents. The primary role of the Local Housing Trust Fund has been to increase affordable housing, assist first-time homebuyers with down payments and closing costs, rehabilitate affordable housing, and invest in neighborhood revitalization.

The LHTF is certified by the Iowa Finance Authority (IFA) and the primary funding source for projects is pass-through funds from the State Housing Trust Fund. To be eligible for this funding, the LHTF was required to have community-based governance that made funding decisions independently of City Council, which is why the Housing Trust Fund Advisory Committee was established.

Discussion

With the governance transition of the LHTF from the City of Dubuque to its own nonprofit, the Greater Dubuque Housing Trust Fund, as outlined in the Contract for Services, this ordinance is no longer necessary.

Recommendation

I respectfully request the repeal of Title 2, Chapter 5, Article D – Trust Fund Advisory Committee in the City Code.

Prepared by: Maddy Haverland, Urban Development and Housing Rehabilitation Project Manager

ORDINANCE NO. _____ - 25

AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 2 BOARDS AND COMMISSIONS, CHAPTER 5 HOUSING AGENCY AND COMMUNITY DEVELOPMENT COMMISSIONS, ARTICLE D TRUST FUND ADVISORY COMMITTEE BY REPEALING THE ENTIRETY OF ARTICLE D

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

Section 1. Title 2, Chapter 5, Article D is amended by repealing the entirety of Article D, Trust Fund Advisory Committee.

Section 2. This ordinance shall take effect upon publication.

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne Breitfelder, City Clerk

EFFECT OF AMENDMENT

2-5D-1: TRUST FUND ESTABLISHED:

~~Subject to the conditions hereinafter set forth, a fund to be known as the city of Dubuque housing trust fund (trust fund) is hereby established for the collection and disbursement of funds to meet the housing needs of the city's low and moderate income residents.~~

2-5D-2: PURPOSE:

~~The purpose of the trust fund shall be to collect and disburse revenue to meet the housing needs of low and moderate income households as defined in the city of Dubuque comprehensive housing affordability strategy (CHAS). This shall in no way construe that these funds will be used to finance housing permanently owned by the city. The trust fund, as a permanent and revolving source of revenue, will provide for loans and grants to finance projects including, but not limited to, the acquisition, rehabilitation and/or new construction of rental and owner occupied housing, as well as to provide money for relocation assistance to income qualified displaced tenants.~~

2-5D-3: FINANCIAL MANAGEMENT:

~~The financial management of the trust fund shall be the responsibility of the city manager, whose responsibilities shall include, but not be limited to, the following: a) holding trust revenue for those purposes defined by the housing commission and approved by the city council; b) disbursing funds for the housing commission as appropriated in the annual operating budget approved by the city council; and c) performing any other function needed to ensure the sound financial management of and accountability for trust fund revenues and expenditures.~~

2-5D-4: TRUST FUND ADMINISTRATION:

~~The trust fund shall be administered by the city manager. The city manager shall be responsible for, but not limited to, the following: a) marketing the program of the trust fund; b) soliciting applications; c) packaging applications for housing commission review; d) coordinating legal or financial assistance to the housing commission; e) ensuring public participation; f) pursuing new revenue sources; g) overseeing and accounting for funded projects; h) coordinating with the city departments and agencies; i) collecting and servicing loans made by the trust fund; j) preparing periodic reports for the housing commission and city council; and k) general day to day operation of the fund.~~

2-5D-5: FUNDING:

~~The housing commission shall be responsible for recommending sources of funding and revenues for the trust fund to the city manager and/or city council.~~

~~As funds and revenues become available, the activities of the trust fund shall be carried out as specified in this article. Notwithstanding the foregoing, however, nothing herein shall require or impose any obligation upon the city council to provide any funds for any of the purposes of this article.~~

2-5D-6: HOUSING TRUST FUND ADVISORY COMMITTEE:

- ~~—A. Committee Created: There is hereby created the housing trust fund advisory committee.~~
- ~~—B. Purpose: The purpose of the committee is to recommend policy direction and oversight to the administration and operation of the housing trust fund by soliciting funding, developing bylaws to govern the committee's operations, and developing policies and guidelines for acquisition and distribution of funds. Such solicitations, bylaws, policies, and guidelines must be approved by the housing commission and submitted to the city council for its approval.~~
- ~~—C. Internal Organization And Rules: The committee 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 committee in all its operations.~~
- ~~—E. Membership:~~
 - ~~—1. The committee comprises five (5) residents of the city, appointed by the city council.~~
 - ~~—2. Special qualifications:~~
 - ~~—a. Two (2) of the members must be appointed by the committee, with city council approval, to serve on the City of Dubuque housing commission.~~
 - ~~—b. Three (3) members of the public must be elected specifically on the basis of experience in real estate development, banking, finance, accounting, funds management, or other related areas of expertise.~~
- ~~—F. Oath: Each person, upon appointment to the committee, must execute an oath of office at the first meeting of the committee following the appointment or at the city clerk's office any time prior to the first meeting of the committee.~~
- ~~—G. Terms: The term of office for members of the committee is three (3) years or until such member's successor is appointed and qualified. The terms of the cross representative appointees from the housing commission must coincide with their terms on the housing commission.~~
- ~~—H. Vacancies: Vacancies must be filled in the same manner as original appointments.~~
- ~~—I. Officers; Organization: The housing commission 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 committee. The committee must fill a vacancy among its officers for the remainder of the officer's unexpired term.~~
- ~~—J. Meetings:~~
 - ~~—1. Regular Meetings: The committee must meet at least two (2) times per year; one meeting must be a public hearing regarding submission of the Iowa finance authority application.~~
 - ~~—2. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the members.~~
 - ~~—3. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.~~
 - ~~—4. Attendance:~~
 - ~~—a. In the event a member of the committee has been absent for three (3) or more consecutive meetings of the committee, without being excused by the chairperson, such~~

~~absence will be grounds for the committee to recommend to the city council that the position be declared vacant and a replacement appointed.~~

~~— b. Attendance must be entered upon the minutes of all meetings.~~

~~— 5. Minutes: A copy of the minutes of all regular and special meetings of the committee must be filed with the city council within ten (10) working days after approval by the committee, or by the next regularly scheduled city council meeting, whichever is later.~~

~~— 6. Quorum: Three (3) members of the committee constitute a quorum for the transaction of business. The affirmative vote of a majority of the members present and voting is necessary for the adoption of any resolution.~~

~~— K. Compensation: Members serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official committee business within the limits established in the city administrative policies and budget.~~

~~— L. Removal: Except as provided in subsection J4a of this section, the city council may remove any member for good cause.~~

~~— M. Powers: The committee has the following powers, duties, and responsibilities:~~

~~— 1. To coordinate an effective mechanism for public participation in the operation of the trust fund;~~

~~— 2. To recommend projects to the housing commission for funding approval; and~~

~~— 3. To engage in activities providing for the efficient use of the trust fund.~~

~~2-5D-7: IOWA FINANCE AUTHORITY STATE HOUSING TRUST FUND PROGRAM:~~

~~— A. Application For Funds: For purposes of the Iowa finance authority state housing trust fund, the housing trust fund advisory committee shall have the authority to make application to the Iowa finance authority for funds from the local housing trust fund program and the project based housing program and to direct, without further approval of any city officer or the city council, how such funds shall be used in accordance with the Iowa finance authority trust fund allocation plan.~~

~~— B. Maintenance Of Funds: Funds received by the city from the Iowa finance authority state housing trust fund shall be maintained by the city in a separate account and subject to the direction of the housing trust fund advisory committee.~~

~~— C. Local Matching Funds: For purposes of providing required local matching funds for applications to the Iowa finance authority state housing trust fund, the housing trust fund advisory committee shall have the final authority to direct how such funds shall be used in accordance with the Iowa finance authority trust fund allocation plan. Allocation of local matching funds to the housing trust fund advisory committee shall be made by decision of the city council.~~

**City of Dubuque
City Council**

ACTION ITEMS # 4.

ITEM TITLE:	Special Events Ordinance Amendment and Process Improvements
SUMMARY:	City Clerk recommending City Council adopt the ordinance amending Title 10, Chapter 4 on special events which modifies definitions and procedures. City staff will present on the amendment and updates to the special events process. ORDINANCE Amending City Of Dubuque Code Of Ordinances Title 10 Public Ways And Property, Chapter 4 Parades, Assemblies And Special Events
SUGGESTED DISPOSITION:	Receive and File; Motion B; Motion A
ATTACHMENTS:	1. Staff Memo 2. Ordinance 3. Presentation



City Clerk's Office
City Hall
50 W. 13th Street
Dubuque, IA 52001-4864
(563) 589-4100 office
(563) 589-0890 fax
ctyclerk@cityofdubuque.org
www.cityofdubuque.org

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

FROM: Adrienne N. Breitfelder, City Clerk

DATE: December 9, 2025

SUBJECT: Special Events Ordinance Amendment and Process Improvements

I am requesting City Council adopt an ordinance amending City Code Title 10, Chapter 4, which governs special events.

Special event permits are generally required for individuals or organizations hosting events that are open to the public and held on City property or public right of way. While the City Clerk's Office processes these permits, each application undergoes a comprehensive review by multiple City departments. The core review team includes representatives from the City Manager's Office, Police, Fire, Planning, Transportation, and Finance. Depending on the nature and scope of the event, additional input may be provided by the City Clerk's Office, Engineering, Public Works, Health Services, and Parks and Recreation. Collectively, this group is known as the Special Events Review Committee.

Each year, we strive to improve the event permitting process. However, the challenges encountered this year have prompted the committee to reflect more deeply on how we can streamline event coordination to make it easier for organizers to host events while ensuring public safety and operational efficiency.

Title 10, Chapter 4 of City Code forms the foundation for special event permitting requirements and enforcement mechanisms. As we work to streamline our processes, a strong legal framework is essential.

The proposed ordinance includes several key amendments and additions designed to improve the clarity, efficiency, and effectiveness of the City's special event permitting process. These changes aim to provide stronger clarity for event organizers while ensuring public safety and operational coordination across departments. The amendments are summarized below by section:

Section 10-4-1: Definitions

- Expands and clarifies definitions for "courtesy event," "event organizer," "event-specific city services," "public assembly," "public property," "public right of way,"

and “special event” to ensure consistent interpretation across departments and applicants.

Section 10-4-2: Public Assemblies

- Expands property qualified for a public assembly to include public property.
- Shifts the responsibility for permit issuance from the City Manager to the City Clerk to enhance operational efficiency and ensure procedural accuracy.
- Extends requested notice and response periods.
- Further clarifies the circumstances in which public assemblies are not allowed.
- Allows organizers to propose alternative locations in addition to city staff.
- Adds the provision that assemblies cannot interfere with city operations.
- Simplifies language around prohibitions on interference.
- Grants authority to restrict or cancel assemblies in emergencies (e.g., disaster, riot, public health threat).

Section 10-4-3: Special Events

- Shifts the responsibility for permit issuance from the City Manager to the City Clerk to enhance operational efficiency and ensure procedural accuracy.
- Removes detailed application content to allow greater flexibility in updating application requirements administratively.
- Eliminates refundable deposits.
- Adds language on insurance requirements.
- Expands reasons for denial to include safety, application completeness, deadlines, and outstanding obligations.
- Expands permit revocation authority among city officials in emergencies (e.g., disaster, riot, public health threat).

Historically, the City has required refundable deposits for special events, with the amount determined by whether food and/or beverages were served. Events involving food or beverages required a \$300 deposit, while those without required a \$50 deposit. However, because many event organizers are nonprofit organizations, the \$300 deposit often posed a financial barrier. Additionally, the City has not experienced consistent issues that necessitated withholding deposits. As a result, staff spent a considerable amount of time collecting and refunding deposits without significant benefit.

To reduce administrative burden and better support event organizers, the ordinance eliminates the refundable deposit requirement. This change removes a financial hurdle for organizers and improves efficiency for City staff. To strengthen accountability, the ordinance includes a provision allowing permit denial for applicants with unpaid financial obligations from previous events. This approach is expected to be more effective in addressing compliance issues than the previous deposit system.

Section 10-4-4: Private Property

- Clarifies that special event permits for private property events are only required when the activity impacts the public right of way.
- Mirrors the application and review standards in the special events section,

including insurance, indemnification, and review criteria.

Previously, the requirements for private property events subject to special event permits were vague, leading to inconsistent interpretations and uneven application. The revised language simplifies and clarifies these requirements, making it clear when a permit is necessary, specifically when an event impacts the public right of way.

New Section: 10-4-5: Courtesy Events

- Defines courtesy events as small-scale, low-impact activities that do not require event specific city services, therefore not requiring a permit.
- Encourages voluntary notification of courtesy events to avoid conflicts with permitted events and notify public safety staff of the proposed event.
- Allows for restriction or cancellation in emergency situations.

In addition to City Code changes, the city staff are working through additional changes to better enhance internal and external processes. These changes are outlined below:

Fee Updates

Recognizing that fees can serve as a barrier for event organizers, particularly non-profit event organizers, from hosting events, many departments are realigning the fees they charge non-profits for event related services. Below is a breakdown by department:

Special Event Application Fees

Previously, all event organizers paid a \$50 application fee, with an additional \$50 fee if the event involved a street closure. Starting in 2026, the fee structure will change as follows:

- Non-profit organizations will pay a \$5 application fee, plus an additional \$5 fee if the event involves a street closure.
- For-profit organizations will continue to pay the \$50 application fee and \$50 street closure fee.

However, if an event is hosted by a for-profit organization but benefits a non-profit, and the organizer provides a letter from the non-profit confirming they will receive financial benefit from the event, the event will qualify for the non-profit fee structure.

Park Rental Fees

The Parks and Recreation Department is introducing a 50% reduction in fees for non-profits providing a free community event on a reservable city property.

Parking Meter Bagging Fees

Starting in 2026, the Transportation Services Department will reduce the daily fee for non-profit event organizers who bag city parking meters to reserve them. The standard fee is \$7 per meter per day, but non-profits will be charged \$1 per meter per day. For-profit organizers will continue to pay the standard \$7 daily rate.

The purpose of these fee reductions is to alleviate financial barriers for non-profit organizations seeking to host events. During Fiscal Year 2025 (July 1, 2024 – June 30,

2025), non-profits organized 83 special events, demonstrating their strong engagement in community programming. By lowering fees, the City shows its support for these organizations and helps encourage more events in the community.

Establishing Standards for Safe Events

The Dubuque Police Department has implemented several initiatives to enhance event safety. These efforts include improved coordination among command staff and close collaboration with event organizers to ensure comprehensive security planning. Site visits are conducted to review layouts and align on optimal safety measures.

A key advancement has been the deployment of Mifram modular vehicle barriers, which are portable units designed to quickly block unauthorized vehicle access. In 2025, the department identified which events required these barriers and is now working to standardize the criteria for their use going forward. Public Works staff transport and assemble the barriers to the necessary length, and they can be repositioned to allow emergency vehicle access when needed.

Looking ahead, the department is exploring additional security enhancements, such as bollards for frequently used event locations and expanding the city's inventory of Mifram barriers. Considerations of these measures include staffing capacity, cost, and the potential for overlapping events.

Permanent Parade Route Signage Proposal

To improve consistency and reduce disruption for local businesses, the City is proposing the installation of permanent "No Parking – Parade Route" signage along Locust Street from 7th to 15th Street that will be enforced during scheduled parades. Historically, temporary "No Parking" notices were posted 24 hours in advance of parades, regardless of their duration. Recognizing that this approach is overly restrictive, especially for short-duration parades, Transportation Services staff have drafted a new signage standard that would prohibit parking two hours before and two hours after a scheduled parade. Parade notifications will continue to be shared through the city's communication channels and posted on the <https://www.cityofdubuque.org/detours> webpage, which will also be referenced on the signage. This proposal aims to streamline event logistics, maintain public safety, and enhance access to nearby businesses.

Fiscal Year 2027 Improvement Package Request and Capital Improvement Program Request

As part of the Fiscal Year 2027 budget process, an improvement package will be proposed to fund the staff time and equipment required for deploying and removing special event protection measures. Because many events take place on weekends, Public Works staff often incur overtime to transport and set up the necessary equipment. To support these efforts, a request for \$10,000 will be included in the Engineering Department's budget.

Funding for future permanent event protection, specifically bollards, will be requested through the Capital Improvement Program (CIP). This investment would focus on high-

traffic special event areas, including the Historic Millwork District and 7th Street adjacent to Washington Park, to enhance public safety and streamline event logistics.

Next Steps

City staff have additional initiatives to improve special event coordination and communication. These include updating internal and public-facing documentation, notifying event organizers of upcoming changes, and hosting a community meeting to foster engagement.

These collective efforts reflect the city's commitment to fostering a community where special events can thrive. By reducing barriers and enhancing safety measures, we aim to support a high volume of events that enrich quality of life and play a vital role in attracting and retaining residents, all while ensuring public safety remains a top priority.

Action Requested

I respectfully request Mayor and City Council adopt the ordinance amending Title 10, Chapter 4 on special events which modifies definitions and procedures.

cc: Michael Van Milligen, City Manager
Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Pamela McCarron, Permit Clerk
Jeremy Jensen, Police Chief
Joe Messerich, Assistant Police Chief
Matt Kalcevich, Parks and Recreation Director
Ryan Knuckey, Transportation Services Director
Justine Hull, Traffic Engineer

ORDINANCE NO. _____ - 25

**AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 10 PUBLIC WAYS
AND PROPERTY, CHAPTER 4 PARADES, ASSEMBLIES AND SPECIAL EVENTS**

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

Section 1. Title 10 Public Ways and Property, Chapter 4 Parades, Assemblies
and Special Events of the City of Dubuque Code of Ordinances is hereby amended to
read as follows:

CHAPTER 4

PARADES, ASSEMBLIES, SPECIAL EVENTS, AND COURTESY EVENTS

SECTION:

10-4-1: Definitions

10-4-2: Assemblies

10-4-3: Parades And Special Events

10-4-4: Private Property

10-4-5: Courtesy Events

10-4-1: DEFINITIONS:

The following words and phrases, when used in this chapter shall, for the purpose of this
chapter, have the meanings respectively ascribed to them in this section:

BUSINESS DAY: Those days in which municipal offices are open for conducting city
business. "Business day" does not include Saturday, Sunday or the holidays listed in
section 1-3-1 of this code.

CITY MANAGER: The city manager or the city manager's designee.

COURTESY EVENT: Any small-scale community activity conducted on outdoor public
property that has minimal impact on public property or infrastructure and does not require
a temporary food establishment license, a temporary membrane structure, tent, or
inflatable permit, a special event retail alcohol license, or event-specific city services.

EVENT-SPECIFIC CITY SERVICES: Any city-provided services required specifically for
the support, operation, or safety of a special event that exceed the normal provision of
municipal services to the public. These may include, but are not limited to:

- Traffic control or street closures
- Police, fire, or emergency medical presence beyond normal patrol or staffing
- Temporary signage or barricades

PARADE: Any march, procession or other similar activity consisting of persons, animals, vehicles or things, or any combination thereof, upon any public street, sidewalk, alley or other public place, which requires a street closing or otherwise requires authorized city employees to stop or reroute vehicular traffic because the parade will not or cannot comply with normal and usual traffic regulations or controls.

PARADE ORGANIZER: The person designated as the responsible planner and on-site manager for the parade.

PERSON: Has the same meaning ascribed to that term in section 1-3-1 of this code.

PRIVATE PROPERTY: Any land, dwelling, building, or other temporary or permanent structure that is owned, leased, or otherwise lawfully controlled by a private person, firm, corporation, or entity, and not by a governmental body or agency.

PUBLIC ASSEMBLY: A company of persons collected together in one place on public property or the sidewalk, or any organized march or procession of persons upon public property or the sidewalk, which is reasonably anticipated to interfere with or impede the flow of pedestrian traffic, but will not: a) obstruct the normal flow of vehicular traffic; or b) require a street closing or otherwise require police officers to stop or reroute vehicular traffic because the persons will not or cannot comply with normal and usual traffic regulations or controls.

PUBLIC ASSEMBLY ORGANIZER: The person who is designated as the responsible planner or on-site manager for the public assembly. "Public assembly organizer" includes a person who, even absent a formal designation, acts as the responsible planner or on-site manager for the public assembly.

PUBLIC PROPERTY: All land, buildings, and other temporary or permanent structures owned, leased, or otherwise controlled by the city, including streets, sidewalks, alleys, parks, plazas, rights-of-way, and other lands or facilities dedicated to public use.

PUBLIC RIGHT-OF-WAY: The area on, below, or above a public roadway, highway, street, bridge, cartway, bicycle lane, or public sidewalk in which the local government has an interest, including other dedicated rights-of-way for travel purposes and utility easements. A public right-of-way does not include the airwaves above a public right-of-way with regard to cellular or other nonwire telecommunications or broadcasts service or utility poles owned by the city.

SPECIAL EVENT: A planned temporary activity or gathering that is open to the general public that occurs primarily on outdoor public property or that impacts public right-of-way and:

A. Includes activities that require the issuance of a temporary food establishment license, temporary membrane structure, tents, and inflatables permit, or a special event retail alcohol license; or

B. Requires event-specific city services, including, but not limited to, any of the following: street closures; provisions of barricades, event-specific no parking signs; event-specific electrical services; or police, fire, or emergency medical presence beyond normal patrol or staffing.

SPONSOR OF THE EVENT: The individual or entity who is conducting the special event or in whose name or for whose support the proposed special event will be presented.

10-4-2: ASSEMBLIES:

A. Any person or organization planning to lead or initiate any type of public assembly, including a march or procession, upon public property or a public sidewalk, is encouraged to notify the city clerk, on a form prescribed by the city clerk, at least 10 (10) business days in advance, or as soon as practicable if the event is of a spontaneous or urgent nature,

B. Such public assemblies are allowed unless the city clerk notifies the person or organization, in writing, within three (3) business days after receipt of notice of the public assembly, or as soon as practicable before the scheduled event, that the proposed assembly may not occur as noticed, including but not limited to instances where the proposed time, manner, or location are unsuitable, where a substantial risk to public safety or health exists, or where the assembly conflicts with a previously authorized use or permitted activity. If the city clerk issues such a notice, the city clerk must state the reasons in writing. In the event of the denial of a public assembly, an alternate date, time, location, or route may be provided by the city or the individual or organization holding the public assembly. The alternate should, to the extent practicable provide comparable public visibility and a similar route, location, and date. An applicant desiring to accept the alternate public assembly must, within five (5) business days after notice of the action by the city clerk, file a written notice of acceptance with the city clerk.

C. The decision by the city clerk is deemed a final decision subject to judicial review in accordance with applicable law.

D. Public assemblies cannot interfere with vehicular traffic, pedestrian traffic, safe ingress to or egress from buildings, or access by city staff in the area contiguous to the activity.

E. When the attendance at a public assembly interferes with vehicular traffic or requires a street closing or otherwise requires authorized city employees to stop or reroute vehicular traffic because the public assembly will not be able to comply with usual traffic regulations or controls, members of the police department are authorized to make reasonable accommodations to increase the portion of the public right-of-way available to the public assembly. After that portion of the public right-of-way available to the participants is identified and communicated to the participants, the participants shall not

use any other portion of the public right-of-way outside the boundaries identified by the police.

F. Nothing in this subsection shall be deemed as waiving the requirement for a parade or special event permit pursuant to section 10-4-3 of this chapter, if required.

G. It is unlawful for any person to knowingly interfere with any person or organization lawfully conducting a public assembly.

H. A public assembly may be restricted, postponed, or canceled if the city manager, chief of police, fire chief, or public health director determines that, by reason of disaster, public calamity, riot, or other emergency, such action is necessary.

10-4-3: PARADES AND SPECIAL EVENTS:

A. Permit Required: Before any sponsor of the event collects or gathers together upon city property or the public right-of-way for parades or special events, the sponsor of the event must first obtain a permit from the city clerk.

B. Permit Fee: A permit fee will be collected.

C. Permit Application:

1. Filing Of Application: An application for a permit must be filed with the city clerk as provided in this section. Applications must be made on forms prepared by the city clerk

2. Grant Or Denial Of Permit: The city clerk must grant or deny the permit, in writing, according to the standards set forth in subsection D of this section and must provide the written decision to the applicant

3. Hold Harmless Agreement: The application must include an agreement wherein the applicant agrees to indemnify, defend and hold harmless the city and its agents, officers, and employees, from any and all claims, lawsuits, damages, losses, and expenses, of whatever nature, which may result from or arise from the parade or special event covered by the permit, irrespective of whether said claims are frivolous or meritorious.

4. Insurance Requirements; The sponsor of the event shall procure and maintain in full force and effect during the term of the permit a policy of insurance from an insurance company authorized to do business in the state, which provides the coverage deemed necessary and adequate by the city under the circumstances. Proof of insurance shall be submitted to the city prior to issuance of the permit and maintenance of this insurance shall be a condition of the permit.

D. Standards For Issuance: The city clerk must examine the application, and must grant or deny said permit based upon the following standards:

1. Interference With Privacy, Safety And Security: Considering the date and time of said proposed use, whether the use will unreasonably interfere

with the privacy, safety, security, convenience and tranquility of the residents or inhabitants of the area.

2. Size And Condition Of Accommodations: Whether the proposed city property or public right-of-way can accommodate the group or use, based both on group size and on health and sanitation facilities, whether available or to be provided by applicant.

3. Compatibility Of Use: Whether the proposed gathering is compatible with the normal activity of the city property or public right-of-way at the requested time or date.

4. Demonstration Of Means, Planning And Coordination: Whether the application demonstrates the applicant has the means, planning and coordination to hold the special event, considering the time of day, location, public facilities available, traffic control, parking requirements, safety of amenities offered, and any monitoring required to protect the public health and safety.

5. Timing Of Event: Whether the event will interfere with another event for which a permit has already been granted. All applications for any parade or special event permit will be processed on a first in time basis based on a full and complete submission of necessary information and documentation.

6. Interruption Of Vehicular Or Pedestrian Traffic: Whether the proposed use would substantially interrupt the flow of street and/or pedestrian traffic.

7. Excessive Diversion Of Police: Whether the use would require the excessive diversion of police from other duties or substantially interferes with the city's firefighting operations.

8. Completeness of the Event Application: Whether the application is fully complete within the timeframe necessary for the city to determine if the event will occur.

9. Submission Deadline: Whether the application was filed with the city clerk sufficiently in advance, in accordance with deadlines established by the city manager, to allow adequate time for administrative, operational, and public safety review.

10. Outstanding Obligations from Previous Events: Whether the applicant has any outstanding invoices, fees, or charges from prior events, including but not limited to costs related to damages, city services, or violations, that remain unpaid at the time of application review.

E. Revocation Of Permit: After a permit is granted, in the event it is determined that the applicant has misstated any material fact in the application, or that there is a substantial and material variance between the information in the application and the actual facts or those facts that appear reasonably to have occurred, the city clerk may review such application and revoke such permit if not in compliance with this subsection.

Such permit may also be revoked when it is determined by the city manager, chief of police, fire chief, or public health director that by reason of disaster, public calamity, riot or other emergency, the public safety requires such revocation.

F. Waiver: The city manager is authorized to waive certain requirements based on criteria approved in the parades and special events permit waiver policy.

G. Interference: It is unlawful for any person to knowingly interfere with any person or organization lawfully conducting a parade.

10-4-4: PRIVATE PROPERTY:

A. Events On Private Property; Permit Requirements:

1. A permit will be required for any event on private property that will impact the public right-of-way:

2. Permit Fee: A permit fee will be collected.

3. Permit Application:

- a. Filing Of Application; Contents: An application for a permit containing the information required herein must be filed with the city clerk by a person holding such an event. Applications must be made on forms prepared by the city clerk. The city clerk must have a reasonable time to grant or deny the permit. The length of time that is reasonable must be determined by the size of the event, the information supplied, the time of filing of the application, and the extent of advance preparation or planning demonstrated and reasonably required.

- b. Grant Or Denial Of Permit: The city clerk must grant or deny the permit, in writing, according to the standards set forth in subsection A4 of this section and must provide the written decision to the applicant.

- c. Hold Harmless Agreement: The application must include an agreement pursuant to which the applicant agrees to indemnify, defend and hold harmless the city and its agents, officers and employees, from any and all claims, lawsuits, damages, losses and expenses, of whatever nature, which may result from or arise from the parade or special event covered by the permit, irrespective of whether said claims are frivolous or meritorious.

- d. Insurance Requirements; The permittee shall procure and maintain in full force and effect during the term of the permit a policy of insurance from an insurance company approved by the city and authorized to do business in the State, which provides the coverage that the city clerk deems necessary and adequate under the circumstances. Proof of insurance shall be submitted to the city prior

to issuance of the permit and maintenance of this insurance shall be a condition of the permit.

4. Standards For Issuance: The city clerk must examine the application and must grant or deny said permit based upon the following standards:

a. Interference With Privacy, Safety, And Security: Considering the date and time of said proposed use, whether the use will unreasonably interfere with the privacy, safety, security, convenience and tranquility of the residents or inhabitants of the area.

b. Compatibility Of Use: Whether the proposed use or activity is compatible with the normal activity of the neighborhood at the requested time and date.

c. Demonstration Of Means, Planning And Coordination: Whether the application demonstrates the applicant has the means, planning and coordination to hold the proposed event, considering the time of day, location, traffic control, parking requirements, safety of amenities offered, and any monitoring required to protect the public health and safety.

d. Timing Of Event: Whether the event will interfere with another event for which a permit has already been granted.

e. Interruption Of Vehicular And Pedestrian Traffic: Whether the proposed use would substantially interrupt the flow of street and/or pedestrian traffic.

f. Excessive Diversion Of Police: Whether the use would require the excessive diversion of police from other duties or substantially interfere with the city's firefighting operations.

g. Completeness of the Event Application: Whether the application is fully complete within the timeframe necessary for the city to determine if the event will occur.

h. Submission Deadline: Whether the application was filed with the city clerk sufficiently in advance, in accordance with deadlines established by the city manager, to allow adequate time for administrative, operational, and public safety review.

i. Outstanding Obligations from Previous Events: Whether the applicant has any outstanding invoices, fees, or charges from prior events, including but not limited to costs related to damages, city services, or violations, that remain unpaid at the time of application review.

5. Revocation Of Permit: After a permit is granted, in the event it is determined that the applicant has misstated any material fact in the application, or that there is a substantial and material variance between the information in the application and the actual facts or those facts that appear reasonably to have occurred, the city clerk may review such application and revoke such permit if not in compliance with this chapter. Such permit may also be revoked when it is determined by the city manager, chief of police, fire chief, or public health director that by reason of disaster, public calamity, riot or other emergency, the public safety requires such revocation.

10-4-5: COURTESY EVENTS:

Any person or organization planning to schedule a courtesy event is encouraged to notify the city clerk, on a form prescribed by the city clerk, at least ten (10) business days in advance, to help avoid conflicts with other events and to assess any potential public safety impacts. Courtesy Events must not interfere with public right-of-way, interfere with access to public facilities, or require a temporary food establishment license, a temporary membrane structure, tent, or inflatable permit, a special event retail alcohol license, or event-specific city services.

A courtesy event may be restricted, postponed, or canceled if the city manager, chief of police, fire chief, or public health director determines that, by reason of disaster, public calamity, riot, or other emergency, such action is necessary.

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

CHAPTER 4

PARADES, ASSEMBLIES, ~~AND~~ SPECIAL EVENTS, AND COURTESY EVENTS

SECTION:

10-4-1: Definitions

10-4-2: Assemblies

10-4-3: Parades And Special Events

10-4-4: Private Property

10-4-5: Courtesy Events

10-4-1: DEFINITIONS:

The following words and phrases, when used in this chapter shall, for the purpose of this chapter, have the meanings respectively ascribed to them in this section:

BUSINESS DAY: Those days in which municipal offices are open for conducting city business. "Business day" does not include Saturday, Sunday or the holidays listed in section 1-3-1 of this code.

CITY MANAGER: The city manager or the city manager's designee.

COURTESY EVENT: Any small-scale community activity conducted on outdoor public property that has minimal impact on public property or infrastructure and does not require a temporary food establishment license, a temporary membrane structure, tent, or inflatable permit, a special event retail alcohol license, or event-specific city services.

EVENT-SPECIFIC CITY SERVICES: Any city-provided services required specifically for the support, operation, or safety of a special event that exceed the normal provision of municipal services to the public. These may include, but are not limited to:

- Traffic control or street closures
- Police, fire, or emergency medical presence beyond normal patrol or staffing
- Temporary signage or barricades

PARADE: Any march, procession or other similar activity consisting of persons, animals, vehicles or things, or any combination thereof, upon any public street, sidewalk, alley or other public place, which requires a street closing or otherwise requires authorized city employees to stop or reroute vehicular traffic because the parade will not or cannot comply with normal and usual traffic regulations or controls.

PARADE ORGANIZER: The person ~~listed on the permit application who is~~ designated as the responsible planner and on-site manager for the parade.

~~PARADE UNIT OR UNIT: One vehicle, one float or one marching group.~~

PERSON: Has the same meaning ascribed to that term in section 1-3-1 of this code.

PRIVATE PROPERTY: Any land, dwelling, building, or other temporary or permanent structure property that is owned, leased, or otherwise lawfully controlled by a private person, firm, corporation, or entity, and not by a governmental body or agency.

PUBLIC ASSEMBLY: A company of persons collected together in one place on public property or the sidewalk, or any organized march or procession of persons upon public property or the sidewalk, which is reasonably anticipated to interfere with or impede the flow of pedestrian traffic, but will not: a) obstruct the normal flow of vehicular traffic; or b) require a street closing or otherwise require police officers to stop or reroute vehicular traffic because the persons will not or cannot comply with normal and usual traffic regulations or controls.

PUBLIC ASSEMBLY ORGANIZER: The person who is designated ~~on the notice sent to the city manager~~ as the responsible planner or on site manager for the public assembly. "Public assembly organizer" includes a person who, even absent a formal designation, acts as the responsible planner or on site manager for the public assembly.

PUBLIC PROPERTY: All land, buildings, and other temporary or permanent structures real property owned, leased, or otherwise controlled by the cCity, including streets, sidewalks, alleys, parks, plazas, rights-of-way, and other lands or facilities dedicated to public use.

PUBLIC RIGHT-OF-WAY: The area on, below, or above a public roadway, highway, street, bridge, cartway, bicycle lane, or public sidewalk in which the local government has an interest, including other dedicated rights-of-way for travel purposes and utility easements. A public right-of-way does not include the airwaves above a public right-of-way with regard to cellular or other nonwire telecommunications or broadcasts service or utility poles owned by the city. Any land or easement dedicated for public use for vehicular, pedestrian, or bicycle travel, including streets, sidewalks, alleys, boulevards, and parkways, whether maintained by the City or otherwise legally established for public passage.

~~SPECIAL EVENT: A planned temporary activity or gathering that aggregation of attractions, including public entertainment, food and beverage service facilities, sales of souvenirs or other merchandise, or similar attractions that is open to the general public that occurs primarily on outdoor public property or that impacts public right-of-way is: a) conducted on the public way; or b) conducted primarily outdoors on property open to the public other than the public way, and:~~

—A. Includes activities that require the issuance of a city temporary food establishment license, temporary membrane structure, tents, and inflatables permit, or a special event liquor license retail alcohol license; or

—B. Requires ~~special event-specific~~ city services, including, but not limited to, any of the following: street closures; provisions of barricades, ~~garbage cans, stages or special event-specific~~ no parking signs; ~~special event-specific~~ electrical services; or ~~special police, fire, or emergency medical presence beyond normal patrol or staffing protection.~~

SPONSOR OF THE EVENT: The ~~individual or~~ entity who is conducting the special event or in whose name or for whose support the proposed special event will be presented. (Ord. 35-14, 5-19-2014)

10-4-2: ASSEMBLIES:

—A. Any person or organization planning to lead or initiate any type of public assembly, including a march or procession, upon public property or a public sidewalk, is encouraged to notify the ~~city manager city clerk~~, on a form prescribed by the ~~city manager city clerk~~, at least ~~five-10~~ (105) business days in advance, or as soon as practicable if the event is of a spontaneous or urgent nature, ~~and is encouraged to inform the city manager of the date, time, location, route and estimated number of persons participating so that the city can make any preparations necessary to provide personnel or other city services to minimize the obstruction to pedestrian and other traffic and to otherwise protect the participants and the public.~~

B. Such public assemblies are allowed unless the ~~city manager city clerk~~ notifies the person or organization, in writing ~~by personal delivery, regular mail, fax or e-mail the person or organization giving the notice~~, within ~~two-three~~ (32) business days after receipt of notice of the public assembly, or as soon as practicable before the scheduled event, ~~that the proposed assembly may not occur as noticed, including but not limited to instances where the proposed time, manner, or location are unsuitable, where a substantial risk to public safety or health exists, or where the assembly conflicts with a previously authorized use or permitted activity. there would be a direct interference with a previously planned permitted activity or public assembly, or that there is a significant public safety issue.~~ If the ~~city manager city clerk~~ issues such a notice, the city manager clerk must state the reasons in writing. ~~In the event the of denial of a public assembly, an alternate date, time, location, or route may be provided by the city or the individual or organization holding the public assembly. The alternate should, to the extent practicable provide comparable public visibility and a similar route, location, and date. and give an alternate date, time, location or route. This alternate, to the extent practicable, authorizes a public assembly that will have comparable public visibility and a similar route, location and date to that of the proposed public assembly.~~ An applicant desiring to accept the alternate public assembly must, within five (5) business days after notice of the action by the city ~~manager clerk~~, file a written notice of acceptance with the city ~~manager clerk~~.

—C. The decision by the city ~~manager~~ clerk is deemed a final decision subject to judicial review in accordance with applicable law.

—D. ~~In order to protect the health and safety of the public, if at any time during the occurrence of the public assembly, the public assembly is substantially cannot interfering with vehicular traffic, pedestrian traffic, safe ingress to or egress from buildings, or access by emergency responders~~ city public safety staff in the area contiguous to the activity, ~~members of the police department are authorized to establish a pedestrian pathway on the sidewalk for the purpose of pedestrian traffic, ingress to or egress from surrounding buildings, and access for emergency responders provided that the pedestrian pathway is reasonable in size and allows use of the remaining sidewalk by the participants in the public assembly. After that portion of the sidewalk has been established as a pedestrian pathway and communicated to the participants, the participants shall not obstruct pedestrian traffic, ingress to or egress from the surrounding buildings, or access by emergency responders in the pedestrian pathway.~~

—E. ~~In order to minimize the interference with vehicular traffic and to otherwise protect the participants and the public, in those cases where~~ When the attendance at ~~a~~ the public assembly ~~exceeds the anticipated levels and causes the public assembly to interfere~~ s with vehicular traffic or requires a street closing or otherwise requires authorized city employees to stop or reroute vehicular traffic because the public assembly will not be able to comply with usual traffic regulations or controls, members of the police department are authorized to make reasonable accommodations to increase the portion of the public ~~right-of-~~ way available to the public assembly. After that portion of the public ~~right-of-~~ way available to the participants is identified and communicated to the participants, the participants shall not use any other portion of the public ~~right-of-~~ way outside the boundaries identified by the police.

—F. Nothing in this subsection shall be deemed as waiving the requirement for a parade or special event permit pursuant to section 10-4-3 of this chapter, if required.

—G. It is unlawful for any person to knowingly interfere with any person or organization lawfully conducting a public assembly. (Ord. 35-14, 5-19-2014)

H. A public assembly may be restricted, postponed, or canceled if the city manager, chief of police, fire chief, or public health director determines that, by reason of disaster, public calamity, riot, or other emergency, such action is necessary.

10-4-3: PARADES AND SPECIAL EVENTS:

—A. Permit Required: Before any ~~group sponsor of the event~~ collects or gathers together upon city property or the public ~~right-of-~~ way for parades or special events, the ~~group sponsor of the event~~ — must first obtain a permit from the ~~city manager~~ city clerk, ~~and must state the time, manner and location of such parade or special event.~~ The city manager will consider an application for a parade or special event which is filed less than sixty (60) business days before the proposed event, where the purpose of such event is

a spontaneous response to a current event, or where other good and compelling causes are shown.

—B. Permit Fee: A permit fee ~~and refundable deposit~~ will be collected.

—C. Permit Application:

—1. Filing Of Application: An application for a permit ~~containing the information required herein~~ must be filed with the ~~city manager~~city clerk ~~by any group desiring to use any city property or public rights of way~~ as provided in this section. Applications must be made on forms prepared by the city ~~manager~~clerk, ~~and must contain the information required herein.~~ ~~The city manager clerk will have a reasonable time to grant or deny the permit. The length of time that is reasonable is determined by the location and size of the parade or special event, the information supplied, the time of filing of the application, and the extent of advance preparation or planning demonstrated and reasonably required.~~

2. Grant Or Denial Of Permit: The city ~~manager~~clerk must grant or deny the permit, in writing, according to the standards set forth in subsection ~~E-D~~ of this section and must provide the written decision to the applicant ~~by regular mail or by personal delivery.~~

3. Hold Harmless Agreement: The application must include an agreement wherein pursuant to which the applicant agrees to indemnify, defend and hold harmless the city and its agents, officers, and employees, from any and all claims, lawsuits, damages, losses, and expenses, of whatever nature, which may result from or arise from the parade or special event covered by the permit, irrespective of whether said claims are frivolous or meritorious.

4. Insurance Requirements: The sponsor of the event shall procure and maintain in full force and effect during the term of the permit a policy of insurance from an insurance company authorized to do business in the sState, which provides the coverage that the city deemedetermines to be necessary and adequate by the city under the circumstances. Proof of insurance shall be submitted to the cCity prior to issuance of the permit and maintenance of this insurance shall be a condition of the permit.

—D. ~~Application Form; Information Required:~~

—1. ~~Contents Of Application:~~ The application form for the use of any city property or public right of way must contain the following information:

—a. ~~Name and address of the applicant and the sponsoring organization, if any.~~

- ~~—— b. A description of the event that is planned.~~
- ~~—— c. Proposed location or locations.~~
- ~~—— d. Expected size of group.~~
- ~~—— e. Date, time and expected length of the use.~~
- ~~—— f. Names and addresses of the person or persons to be in charge of the proposed use at the specified location.~~
- ~~—— g. Names and addresses of any persons to be featured as entertainers or speakers.~~
- ~~—— h. List of mechanical or electronic equipment to be used.~~
- ~~—— i. Number and type of any motor vehicles or other forms of transportation to be used, including bicycles.~~
- ~~—— j. Number and type of any animals to be used.~~
- ~~—— k. A description of any sound amplification to be used.~~
- ~~—— l. Proposed monitoring of the group, including the number of people who will set up and clean up.~~
- ~~—— m. Plan for compliance with the Americans with disabilities act and Americans with disabilities act accessibility guidelines (ADAAG).~~
- ~~—— n. Other information as the city manager believes necessary to ensure public access and safety.~~

~~2. Hold Harmless Agreement: The application must include an agreement pursuant to which the applicant agrees to indemnify, defend and hold harmless the city and its agents, officers and employees, from any and all claims, lawsuits, damages, losses and expenses, of whatever nature, which may result from or arise from the parade or special event covered by the permit, irrespective of whether said claims are frivolous or meritorious.~~

~~—ED.~~ Standards For Issuance: The city ~~manager~~clerk must examine the application, and must grant or deny said permit based upon the following standards:

- ~~—— 1. Interference With Privacy, Safety And Security: In light of the date and time of said proposed use, whether the use will unreasonably interfere with the privacy, safety, security, convenience and tranquility of the residents or inhabitants of the area.~~
- ~~—— 2. Size And Condition Of Accommodations: Whether the proposed city property or public right-of-way can accommodate the group or use, based~~

both on group size and on health and sanitation facilities, whether available or to be provided by applicant.

—3. Compatibility Of Use: Whether the proposed gathering is compatible with the normal activity of the city property or public right-of-way at the requested time or date.

—4. Demonstration Of Means, Planning And Coordination: Whether the application demonstrates the applicant has the means, planning and coordination to hold the special event, considering the time of day, location, public facilities available, traffic control, parking requirements, safety of amenities offered, and any monitoring required to protect the public health and safety.

—5. Timing Of Event: Whether the event will interfere with another event for which a permit has already been granted. All applications for any parade or special event permit will be processed on a first in time basis based on a full and complete submission of necessary information and documentation.

—6. Interruption Of Vehicular Or Pedestrian Traffic: Whether the proposed use would substantially interrupt the flow of street and/or pedestrian traffic.

—7. Excessive Diversion Of Police: Whether the use would require the excessive diversion of police from other duties, or substantially interfere with the city's firefighting operations.

8. Completeness of the Event Application: Whether the application is fully complete within the timeframe necessary for the city to determine if the event will occur.

9. Submission Deadline: Whether the application was filed with the city clerk sufficiently in advance, in accordance with deadlines established by the city manager, to allow adequate time for administrative, operational, and public safety review.

10. Outstanding Obligations from Previous Events: Whether the applicant has any outstanding invoices, fees, or charges from prior events, including but not limited to costs related to damages, city services, or violations, that remain unpaid at the time of application review.

~~FE~~. Revocation Of Permit: After a permit is granted, in the event it is determined that the applicant has misstated any material fact in the application, or that there is a substantial and material variance between the information in the application and the actual facts or those facts that appear reasonably to have occurred, the city ~~manager-clerk~~ may review such application and revoke such permit if not in compliance with this subsection. Such permit may also be revoked when it is determined by the city manager, chief of police, fire chief, or public health director

that by reason of disaster, public calamity, riot or other emergency, the public safety requires such revocation.

—GF. Waiver: The city manager is authorized to waive certain requirements based on criteria approved in the parades and special events permit waiver policy.

—HG. Interference: It is unlawful for any person to knowingly interfere with any person or organization lawfully conducting a parade. (Ord. 35-14, 5-19-2014)

10-4-4: PRIVATE PROPERTY:

—A. Events On Private Property; Permit Requirements:

—1. ~~Permit Required: Ordinarily a permit is not required for events on private property. However, a~~ permit ~~stating the time, manner and location of such event~~ will be required ~~when for any event on private property that will impact the public right-of-way the event sponsor knows or reasonably should know that the event will substantially affect public health or safety or the peace and quiet of a neighborhood by reason of the number of persons attending such event, the use of outdoor music or amplified noise, and the likely effect on traffic and parking, and;~~

—~~a. A fee is charged to attendees; or~~

—~~b. The property possesses a zoning classification other than residential and the event is outside of the original intent or purpose of the property or facility on the property.~~

—2. Permit Fee: A permit fee will be collected ~~based on whether the event is open to the public.~~

—3. Permit Application:

—a. Filing Of Application; Contents: An application for a permit containing the information required herein must be filed with the city ~~manager clerk~~ by a person holding such an event. Applications must be made on forms prepared by the city ~~manager clerk, and must contain the information required herein.~~ The city ~~manager clerk~~ must have a reasonable time to grant or deny the permit. The length of time that is reasonable must be determined by the size of the event, the information supplied, the time of filing of the application, and the extent of advance preparation or planning demonstrated and reasonably required.

—b. Grant Or Denial Of Permit: The city ~~manager clerk~~ must grant or deny the permit, in writing, according to the standards set forth in subsection A~~54~~ of this section and must provide the written decision to the applicant ~~by regular mail or personal delivery.~~

c. Hold Harmless Agreement: The application must include an agreement pursuant to which the applicant agrees to indemnify, defend and hold harmless the city and its agents, officers and employees, from any and all claims, lawsuits, damages, losses and expenses, of whatever nature, which may result from or arise from the parade or special event covered by the permit, irrespective of whether said claims are frivolous or meritorious.

d. Insurance Requirements: The permittee shall procure and maintain in full force and effect during the term of the permit a policy of insurance from an insurance company approved by the cCity and authorized to do business in the State, which provides the coverage that the city clerk deemstermines to be necessary and adequate under the circumstances. Proof of insurance shall be submitted to the cCity prior to issuance of the permit and maintenance of this insurance shall be a condition of the permit.

~~4. Application Form; Information Required: The application form for the event must contain the following information:~~

- ~~a. Name and address of the applicant and the sponsoring organization, if any.~~
- ~~b. A description of the event that is planned.~~
- ~~c. Proposed location or locations.~~
- ~~d. Expected size of group.~~
- ~~e. Date, time and expected length of use.~~
- ~~f. Names and addresses of the person or persons to be in charge of the proposed use at the specified location.~~
- ~~g. List of mechanical or electronic equipment to be used.~~
- ~~h. Number and type of any motor vehicles or other forms of transportation to be used, including bicycles.~~
- ~~i. A description of any sound amplification to be used.~~

4—5. Standards For Issuance: The city ~~manager~~ clerk must examine the application and must grant or deny said permit based upon the following standards:

- a. Interference With Privacy, Safety, And Security: In light of the date and time of said proposed use, whether the use will unreasonably interfere with the privacy, safety, security, convenience and tranquility of the residents or inhabitants of the area.

b. Compatibility Of Use: Whether the proposed use or activity is compatible with the normal activity of the neighborhood at the requested time and date.

—c. Demonstration Of Means, Planning And Coordination: Whether the application demonstrates the applicant has the means, planning and coordination to hold the proposed event, considering the time of day, location, traffic control, parking requirements, safety of amenities offered, ~~and~~ offered, and any monitoring required to protect the public health and safety.

—d. Timing Of Event: Whether the event will interfere with another event for which a permit has already been granted.

—e. Interruption Of Vehicular And Pedestrian Traffic: Whether the proposed use would substantially interrupt the flow of street and/or pedestrian traffic.

—f. Excessive Diversion Of Police: Whether the use would require the excessive diversion of police from other duties or substantially interfere with the city's firefighting operations.

g. Completeness of the Event Application: Whether the application is fully complete within the timeframe necessary for the cCity to determine if the event will occur.

h. Submission Deadline: Whether the application was filed with the city clerk sufficiently in advance, in accordance with deadlines established by the city manager, to allow adequate time for administrative, operational, and public safety review.

i. Outstanding Obligations from Previous Events: Whether the applicant has any outstanding invoices, fees, or charges from prior events, including but not limited to costs related to damages, city services, or violations, that remain unpaid at the time of application review.

65. Revocation Of Permit: After a permit is granted, in the event it is determined that the applicant has misstated any material fact in the application, or that there is a substantial and material variance between the information in the application and the actual facts or those facts that appear reasonably to have occurred, the city manager-clerk may review such application and revoke such permit if not in compliance with this chapter. Such permit may also be revoked when it is determined by the city manager, chief of police, fire chief, or public health director that by reason of disaster,

public calamity, riot or other emergency, the public safety requires such revocation. (Ord. 35-14, 5-19-2014)

10-4-5: COURTESY EVENTS:

Any person or organization planning to schedule a courtesy event is encouraged to notify the city clerk, on a form prescribed by the city clerk, at least ten (10) business days in advance, to help avoid conflicts with other events and to assess any potential public safety impacts. Courtesy Events must not interfere with public right-of-way, interfere with access to public facilities, or require a temporary food establishment license, a temporary membrane structure, tent, or inflatable permit, a special event retail alcohol license, or event-specific city services.

A courtesy event may be restricted, postponed, or canceled if the city manager, chief of police, fire chief, or public health director determines that, by reason of disaster, public calamity, riot, or other emergency, such action is necessary.

Special Event Process Revisions

Goals, Policy
Updates, Safety,
Fees, and Next
Steps



Agenda

- Special Events Review Committee
- Goals for Special Events
- Proposed City Code Changes
- Safety and Security
- Fee Structure Updates
- FY27 Budget Recommendations
- Next Steps



Special Events Review Committee – City Departments

City Manager's Office

Police

Fire

Planning

Transportation

Finance

City Clerk's Office

Engineering

Public Works

Health

Parks and Recreation

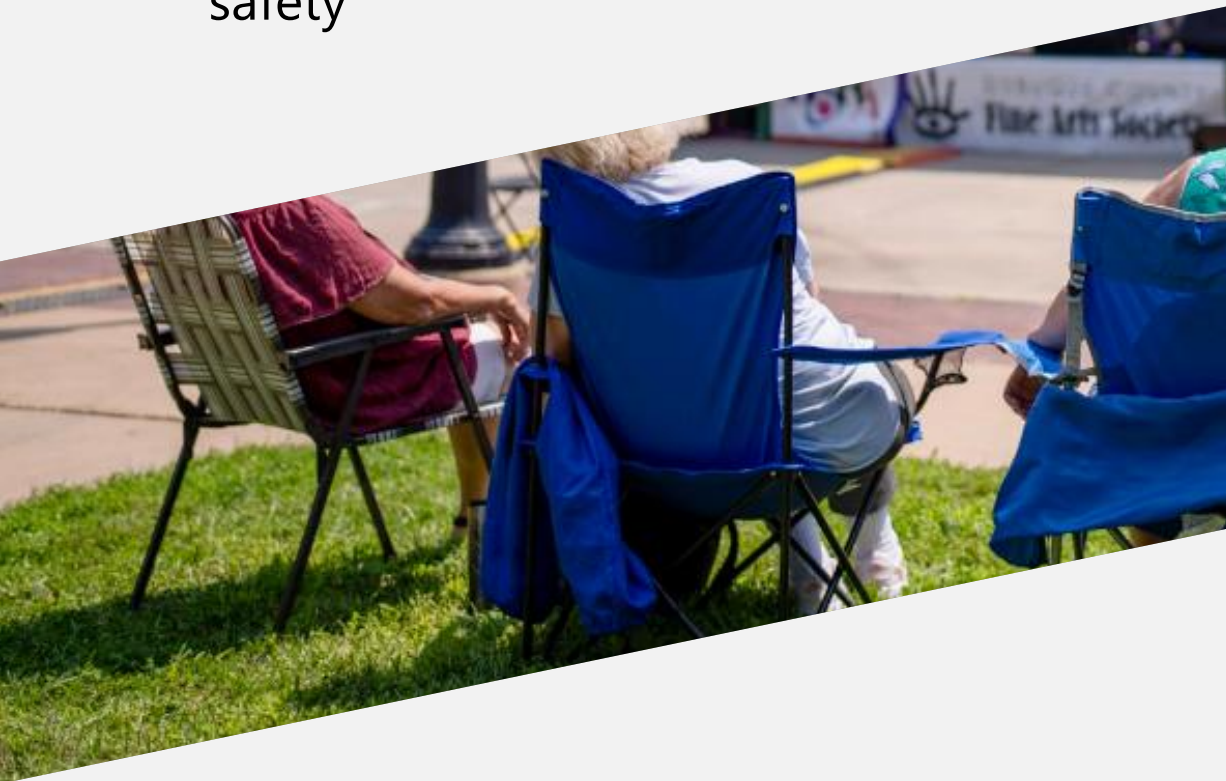


City's Goals in Special Events

1. Support non-profit and private partners who want to create events in public spaces that create **quality of life amenities, cultural experiences**, and create the **sense of community for all groups** that is reflected in Council's mission and priorities.
2. In partnership with event organizers, provide **safe events** for attendees.
3. Wherever possible, **get to yes** for event organizers. When no is the answer, have a clear and value-driven reason why.
4. Achieve the three goals above with a **level of resources** (staff time, materials) that is realistic and understood by staff, their supervisors, the City Manager, and Council.

City Code Changes

Goals: Ensure accuracy, simplify language for clarity, lower barriers to hosting events, and strengthen event safety



Updates: Definitions and Assemblies

- Expands and clarifies event-related definitions to ensure consistent interpretation across departments and applicants.
- Expands property qualified for a public assembly to include public property.
- Shifts the responsibility for permit issuance from the City Manager to the City Clerk to enhance operational efficiency and ensure procedural accuracy.
- Extends requested notice and response periods.
- Further clarifies the circumstances in which public assemblies are not allowed.
- Allows organizers to propose alternative locations in addition to city staff.
- Adds the provision that assemblies cannot interfere with city operations.
- Simplifies language around prohibitions on interference.
- Grants authority to restrict or cancel assemblies in emergencies (e.g., disaster, riot, public health threat).



Updates: Special Events

- Shifts the responsibility for permit issuance from the City Manager to the City Clerk to enhance operational efficiency and ensure procedural accuracy.
- Removes detailed application content to allow greater flexibility in updating application requirements administratively.
- Eliminates refundable deposits:
 - \$300 for events with food or beverages
 - \$50 for events without food or beverages
- Adds language on insurance requirements
- Expands reasons for denial to include safety, application completeness, deadlines, and outstanding obligations
- Expands permit revocation authority among city officials in emergencies (e.g., disaster, riot, public health threat).



Updates: Private Property

- Clarifies that special event permits for private property events are only required when the activity impacts the public right of way.
- Mirrors the application and review standards in the special events section, including insurance, indemnification, and review criteria.



New Section: Courtesy Events

- Defines courtesy events as small-scale, low-impact activities that do not require event specific city services, therefore not requiring a permit.
- Encourages voluntary notification of courtesy events to avoid conflicts with permitted events and notify public safety staff of the proposed event.
- Allows for restriction or cancellation in emergency situations.



Safety and Security

Improving Special Event Security

- Better communication across police command staff
 - Weekly special event report for supervisors
 - More informed decisions regarding officer deployment
- Collaboration with organizers
 - Information sharing
 - Site visits
 - Training
- Vehicle mitigation



Mifram Modular Vehicle Barriers

Four boxes of Mifram barriers purchased in FY23



Each box contains material for a 24 ft section



Vehicle Disabling Barriers

Boxes are transported to the special event by Public Works and barriers are assembled to the desired length



Barriers are then deployed across the roadway and can be easily moved to allow vehicles to enter or exit the area



Looking To The Future

Ongoing discussions revolving around the following themes:

- Removable bollards for well-established special event locations to ensure safety and minimize City staff setup demands
- Increasing our supply of Mifram Modular Vehicle Barriers to provide flexibility in hosting special events in other locations
- Identifying current limitations and needs
 - Staff availability
 - Public Works
 - Police
 - Cost
 - Competing events
 - Volunteer shortage



Update to Special Event Fees

Goal: Make event hosting
more affordable for non-
profit organizations

Fee Type	Current Fee	2026 Fee: Non-Profits	2026 Fee: For-Profits
Application Fee	\$50	\$5	\$50
Street Closure Fee (if applicable)	\$50	\$5	\$50

For-Profit events that financially benefit a non-profit may qualify for the non-profit rates.

Update to Pavilion Rental Fees

Goal: Make event hosting more affordable for non-profit organizations

Fee Type	Current Fee	2026 Fee: Non-Profits	2026 Fee: For-Profits
Pavilion Rental Fee	Varies by pavilion	50% discount	No change

Update to Meter Bagging Fees & Parade Route

Meter Bagging Fees

Current Fee	2026 Fee: Non-Profits	2026 Fee: For-Profits
\$7 each day per meter	\$1 each day per meter	No change

Goal: Make event hosting more affordable for non-profit organizations

Parade Route Permanent Signage

Implement permanent signage along the standard parade route to eliminate the need for temporary "No Parking" postings 24 hours in advance of short-duration parades.

Standard Parade Route: Locust St. from 7th to 15th St.

Goal: Streamlines event logistics and improves access to nearby businesses while maintaining public safety.



Fiscal Year 2027 Improvement Package Request

Improvement Package: Funding staff time and equipment needed to deploy and remove special event protection in designated downtown areas. The enhanced vehicle-mitigation measures elevate safety for large pedestrian events and support consistent operational readiness. This package advances the City Council goal of fostering a safe and welcoming community by reducing risks during high-attendance public activities.

\$10,000 requested amount

Capital Improvement Program (CIP) Request: Funding for future permanent event protection (bollards) in the Historic Millwork District and 7th St next to Washington Park.

Next Steps

- Update internal process documents
- Update external facing documents
- Issue letters to all event organizers to share updates
- Host community organizer meeting to provide updates and engagement
- Improvement package requests for FY27 Budget Process

What is requested tonight

Adopt ordinance amending special events in City Code





THE CITY OF
DUBUQUE
Masterpiece on the Mississippi

THANK YOU!

**City of Dubuque
City Council**

ACTION ITEMS # 5.

ITEM TITLE:	Approval of Updates to Downtown Rehabilitation and Housing Creation Incentives Guideline Documents
SUMMARY:	City Manager recommending City Council approval of updated guideline documents of currently available financial incentives for building redevelopment and housing creation within the Greater Downtown Urban Renewal Area, with the addition of incentives for for-sale condominiums in multifamily buildings and that existing units must have been vacant for at least 3 years to qualify for City incentives. RESOLUTION Approving Updated Downtown Rehabilitation Grant Program Guidelines And Amended Downtown Housing Creation Grant Guidelines Version 2025.1
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Downtown Housing Creation Grant Program Guidelines 4. Downtown Rehabilitation Grant Program Guidelines 5. Resolution of Approval

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Approval of Updates to Downtown Rehabilitation and Housing Creation Incentives Guideline Documents

DATE: December 10, 2025

Economic Development Director Jill Connors is recommending City Council approval of updated guideline documents of currently available financial incentives for building redevelopment and housing creation within the Greater Downtown Urban Renewal Area, with the addition of incentives for for-sale condominiums in multifamily buildings and that existing units must have been vacant for at least 3 years to qualify for City incentives.

Dating to the early 2000s, the City has implemented several programs to support downtown revitalization and housing development in the Greater Downtown Area. The City Council has previously approved these programs and guidelines.

Economic Development staff are now recommending two proposed additions to the Housing Creation Grant Program. **First**, formalizing the long-standing—but currently unwritten—practice that existing units must have been vacant for at least three years to qualify. **Second**, expanding the program to incentivize the creation of for-sale condominiums in multifamily buildings.

The second proposed addition responds to the most recent housing study and current market trends. To help diversify housing options in our downtown, walkable neighborhoods, Jill recommends expanding the program to include incentives for for-sale condominiums in multifamily buildings. Specifically, this would apply the existing \$10,000-per-unit grant to for-sale units located within the Greater Downtown Urban Renewal Area.

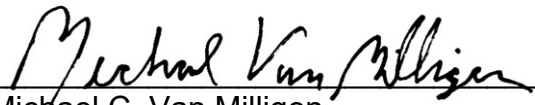
The attached updated guidelines for the Downtown Housing Creation Grant Program include these modifications and require City Council approval for implementation.

No new funding is required. Existing programs are funded at:

- \$750,000/year for downtown housing creation grants
- \$150,000/year for Central Avenue Corridor forgivable loans
- \$200,000/year for downtown rehabilitation grants

TIF and abatement incentives are self-funded through project-generated tax increment.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director
Ian Hatch, Assistant Economic Development Director
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: Approval of Updates to Downtown Rehabilitation and Housing Creation Incentives Guideline Documents

DATE: December 9, 2025

INTRODUCTION

This memorandum presents for City Council review and approval updated guideline documents of currently available financial incentives for building redevelopment and housing creation within the Greater Downtown Urban Renewal Area, with the addition of incentives for for-sale condominiums in multifamily buildings and that existing units must have been vacant for at least 3 years to qualify for City incentives.

BACKGROUND

Dating to the early 2000s, the City has implemented several programs to support downtown revitalization and housing development in the Greater Downtown Area. These include the Downtown Rehabilitation Grant Program, Downtown Housing Creation Incentive Program, Central Avenue Corridor forgivable loan program, expansion of the Greater Downtown Urban Renewal Area, consolidation of the Downtown Urban Revitalization Area, and the use of TIF-based tools. The City Council has previously approved these programs and guidelines.

DISCUSSION

Economic Development staff are now recommending two proposed additions to the Housing Creation Grant Program. **First**, formalizing the long-standing—but currently unwritten—practice that existing units must have been vacant for at least three years to qualify. **Second**, expanding the program to incentivize the creation of for-sale condominiums in multifamily buildings.

The second proposed addition responds to the most recent housing study and current market trends. To help diversify housing options in our downtown, walkable neighborhoods, I recommend expanding the program to include incentives for for-sale condominiums in multifamily buildings. Specifically, this would apply the existing \$10,000-per-unit grant to for-sale units located within the Greater Downtown Urban Renewal Area.

The attached updated guidelines for the Downtown Housing Creation Grant Program include these modifications and require City Council approval for implementation.

The attached guidelines for the Downtown Rehabilitation Grant Program remain unchanged from the previous approval by City Council, but are being shared as the programs are often layered to maximize redevelopment activity and return on City investment as well as to highlight City support for downtown redevelopment.

I do 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 new funding is required. Existing programs are funded at:

- \$750,000/year for downtown housing creation grants
- \$150,000/year for Central Avenue Corridor forgivable loans
- \$200,000/year for downtown rehabilitation grants

TIF and abatement incentives are self-funded through project-generated tax increment.

RECOMMENDATION

I respectfully request City Council approve the attached resolution approving the Downtown Rehabilitation and Housing Creation Incentives Guideline Documents, which now also include incentives for for-sale condominiums in the Greater Downtown Urban Renewal Area and that existing units must have been vacant for at least 3 years to qualify for City incentives.

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



Downtown Housing Incentive Program Eligibility Guidelines

Project Location & Type

- Create new multifamily housing units (rental or for-sale condos) within the Greater Downtown Urban Renewal District.
- Be a rehabilitation of an existing structure.
- Have clearly defined start and completion timelines.

Eligible Unit Types

- Newly Created Units: Created in a portion of a structure never previously used as housing.
- Rehabilitated Long-Vacant Units: A previously existing housing unit vacant for more than 3 years and undergoing full rehabilitation that corrects all code deficiencies and deterioration.

Rehabilitation Standards

- Bring the structure into full compliance with the 2021 IPMC and 2021 IBC.
- Correct all unsafe, unsanitary, damaged, or deteriorated conditions, including structural, electrical, mechanical, and plumbing systems.
- Repair or replace components that are defective or beyond service life; cosmetic-only improvements do not qualify.
- Meet all life-safety, egress, and habitability requirements.
- Use durable, long-term residential materials.
- Submit a comprehensive scope of work addressing all code corrections, subject to City approval.

Building Configuration

- Units must generally be located above a first-floor commercial component.

Design Review Requirements

- Reimbursement covers labor and materials that significantly improve appearance following City of Dubuque Architectural Guidelines or Downtown Design Guidelines, as applicable.
- Existing noncompliant signage must be brought into compliance as part of the project.
- A detailed rendering/drawing with dimensions, materials, and architectural details must be submitted.
- Deviation from the approved plan may disqualify the project.

Additional City Requirements

- City may require soundproofing, lighting, security, or other standards based on a neighborhood impact review.
- Property owners must certify that all properties they own in Dubuque comply with all applicable City ordinances.

Funding Limits

- Up to \$10,000 per residential unit.
- Up to \$750,000 per taxing parcel.
- No developer fee may be paid until all City assistance is fully disbursed.
- Funds are disbursed after project completion and issuance of all Certificates of Occupancy/Completion.

Minimum Project Size

- Projects must create at least 2 new housing units.

Application Review

- Applications are reviewed when complete.
- Funds are awarded to projects that meet all criteria and are ready to commence within 12 months.



Downtown Rehabilitation Grant Program Guidelines

The Downtown Rehabilitation Grant Program supports the goals of the Greater Downtown Urban Renewal Plan by encouraging rehabilitation of existing buildings, eliminating blight, improving appearance, and creating jobs and/or housing. The program is not intended for general or deferred maintenance.

Eligible Applicants

- Property owners within the Greater Downtown Urban Renewal District.

Grant Amount

- 1:1 matching grant up to \$35,000 maximum per tax parcel; no more than two grants within a larger project.

Eligible Uses of Funds

1. Façade Improvements

- Labor and materials to improve or restore front façades (two façades for corner buildings).
- Work may include windows, paint, signage, awnings, or removing inappropriate alterations.

2. Financial Consultant Costs

- Fees for hiring professionals (financial consultant, attorney, accountant, tax credit consultant) to analyze project feasibility.

3. Planning & Design Costs

- Pre-development services such as architectural and engineering fees, feasibility studies, and environmental assessments.

General Requirements

- Property must be within the District and be an existing structure.
- Must be commercial or multi-residential for tax classification.
- One grant per tax parcel; no more than two grants within a larger project.
- Existing code deficiencies must be corrected; all work must comply with codes.
- Owners must certify all their Dubuque properties comply with city ordinances.
- Exterior changes require design review and approval.
- Non-compliant signs must be brought into compliance as part of the project.
- Clear scope of work including detailed plans with specifications, materials, finishes and dimensions is required.
- No reimbursement for personal or family labor, or developer fees.
- Deviation from the approved plan may result in disqualification.
- Projects must be ready to start within 12 months.

Façade Grant Requirements

- Reimbursement covers labor and materials that significantly improve appearance following City of Dubuque Architectural Guidelines or Downtown Design Guidelines, as applicable.
- All façades facing public rights-of-way must be improved consistently.
- Landscaping or screening may qualify if it improves public-facing areas.
- Mortar analysis may be required for repointing.
- Funding is 1:1 match after project completion and certificate of occupancy.

Financial Consultant Grant Requirements

- Reimbursement only for professional consultant fees i.e., accountant, attorney, tax credit consultant.
- Funding is 1:1 match after project completion and certificate of occupancy.

Planning & Design Grant Requirements

- Covers pre-construction professional services i.e., architect, engineer, feasibility study, environmental assessment.
- Owner/developer fees are not eligible.
- Funding is 1:1 match after project completion and certificate of occupancy.

Prepared by Jill M Connors, Economic Development, 1300 Main St., Dubuque, IA 52001, (563) 589-4393
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4121

RESOLUTION NO. ____-25

APPROVING UPDATED DOWNTOWN REHABILITATION GRANT PROGRAM GUIDELINES AND AMENDED DOWNTOWN HOUSING CREATION GRANT GUIDELINES VERSION 2025.1.

WHEREAS, the City Council of the City of Dubuque has identified “Livable Neighborhoods and Housing: Great Place to Live” as one of its 2030 Goals; and

WHEREAS, the City offers financial incentives in the form of grants for the redevelopment of buildings and the creation of housing in the Greater Downtown Urban Renewal Area; and

WHEREAS, City staff propose to include for-sale condominiums as an eligible project type for a Downtown Housing Creation Grant; and

Whereas, City staff propose to include a requirement that existing housing units be vacant for a minimum of three years to be eligible for a Downtown Housing Creation Grant; and

WHEREAS, City staff have prepared Updated Downtown Rehabilitation Grant Program Guidelines and Amended Downtown Housing Creation Grant Guidelines attached hereto to reflect these proposed eligibility criteria; and

WHEREAS, the City Council finds that it is in the best interests of the City of Dubuque to adopt these Grant Guidelines.

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

Section 1. That the Updated Downtown Rehabilitation Grant Program Guidelines and Amended Downtown Housing Creation Grant Guidelines are hereby approved.

Section 2. That the City Manager is authorized to negotiate agreements that carry out the recommendations in the Updated Downtown Rehabilitation Grant Program

Guidelines and Amended Downtown Housing Creation Grant Guidelines.

Section 3. That the City Clerk of the City of Dubuque, Iowa is hereby authorized and directed to file a certified copy of this Resolution in the office of the Dubuque County Auditor.

PASSED, APPROVED and ADOPTED this 15th day of December, 2025.

Brad M. Cavanagh, Mayor

ATTEST:

Adrienne N. Breitfelder, City Clerk

**City of Dubuque
City Council**

ACTION ITEMS # 6.

ITEM TITLE: Ninth Amendment to the Development Agreement by and between the City of Dubuque, Iowa and GT Novelty, LLC and GT Novelty Condos, LLC

SUMMARY: City Manager recommending City Council adopt the resolution approving the Ninth Amendment to the Development Agreement with GT Novelty, LLC and GT Novelty Condos, LLC.
RESOLUTION Approving The Ninth Amendment To The Development Agreement By And Between The City Of Dubuque, Iowa And Gt Novelty, LLC And Gt Novelty Condos, LLC

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

ATTACHMENTS:

1. MVM Memo
2. MVM_Novelty 9th Amendment_12-11-2025
3. 9th Amenember NIW Resolution 12-11-2025
4. Novelty DA Ninth Amend SIGNED

TO: The Honorable Mayor and City Council Members

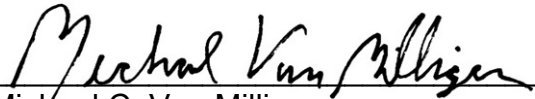
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Ninth Amendment To The Development Agreement By And Between The City Of Dubuque, Iowa And GT Novelty, LLC And GT Novelty Condos, LLC

DATE: December 11, 2025

Senior Counsel Barry Lindahl is recommending City Council adopt the resolution approving the Ninth Amendment to the Development Agreement with GT Novelty, LLC and GT Novelty Condos, LLC.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Barry Lindahl, Senior Counsel

BARRY A. LINDAHL, ESQ.
SENIOR COUNSEL

M E M O

To: Michael C. Van Milligen
City Manager

DATE: December 15, 2025

**RE: NINTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF DUBUQUE, IOWA AND GT NOVELTY, LLC
AND GT NOVELTY CONDOS, LLC**

The City of Dubuque and Warehouse Trust, LLC previously entered into a Development Agreement dated the 17th day of June 2013 (the Development Agreement) for the development of the Novelty building in the Millwork District.

Warehouse Trust, LLC assigned its interest in the Development Agreement to Novelty Iron Landlord, LLC. The building was improved by the original developer as required by the Development Agreement

- Novelty Iron Landlord, LLC sold the building and assigned its interest in the Development Agreement to GT Novelty, LLC and GT Novelty Condos, LLC.
- There have been eight prior amendments to the Development Agreement.
- City, GT Novelty, LLC and GT Novelty Condos, LLC have agreed to the Ninth Amendment to the Development Agreement attached hereto to clarify the validity of certain prior Amendments and to remove a portion of the Property from the Development Agreement so that such removed parcel may be subject to a new Development Agreement between City and GT Novelty Condos, LLC.

I recommend that the attached Resolution approving the Ninth Amendment to Development Agreement be submitted to the City Council for consideration and approval.

BAL:JLM

Attachments

cc: Crenna Brumwell, City Attorney
Flint Drake, Esq.

RESOLUTION NO. ____ -25

RESOLUTION APPROVING THE NINTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND GT NOVELTY, LLC AND GT NOVELTY CONDOS, LLC

WHEREAS, the City of Dubuque and Warehouse Trust, LLC previously entered into a Development Agreement dated the 17th day of June 2013 (the Development Agreement), as amended; and

WHEREAS, Warehouse Trust, LLC assigned its interest in the Development Agreement to Novelty Iron Landlord, LLC; and

WHEREAS, Novelty Iron Landlord, LLC assigned its interest in the Development Agreement to GT Novelty, LLC and GT Novelty Condos, LLC; and

WHEREAS, there have been eight prior amendments to the Development Agreement; and

WHEREAS, City and GT Novelty, LLC and Novelty Condos, LLC have agreed to the Ninth Amendment to the Development Agreement attached hereto to clarify the validity of certain prior Amendments and to remove a portion of the Property from the Development Agreement so that such removed parcel may be subject to a new Development Agreement between City and GT Novelty Condos, LLC.

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

SECTION 1. The Ninth Amendment to Developer Agreement is approved.

SECTION 2. The Mayor is hereby authorized and directed to sign the Ninth Amendment on behalf of the City of Dubuque.

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

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**NINTH AMENDMENT
TO
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND GT NOVELTY, LLC
AND
GT NOVELTY CONDOS, LLC**

This Ninth Amendment to Development Agreement, dated for reference purposes the ____ day of _____, 2025, is made and entered into by and between the City of Dubuque, Iowa (City) and GT Novelty, LLC and GT Novelty Condos, LLC .

Recitals

- A. City and Warehouse Trust, LLC previously entered into a Development Agreement dated the 17th day of June 2013 (the Development Agreement), as amended; and
- B. Warehouse Trust, LLC assigned its interest in the Development Agreement to Novelty Iron Landlord, LLC; and
- C. Novelty Iron Landlord, LLC assigned its interest in the Development Agreement to GT Novelty, LLC and GT Novelty Condos, LLC; and
- D. There have been eight prior amendments to the Development Agreement; and
- E. City and GT Novelty, LLC and Novelty Condos, LLC have agreed to this Ninth Amendment to the Development Agreement to clarify the validity of certain prior Amendments and to remove a portion of the Property from the Development Agreement so that such removed parcel may be subject to a new Development Agreement between City and GT Novelty Condos, LLC.

THEREFORE, in consideration of the mutual terms and covenants contained herein, the parties agree as follows:

SECTION 1. Certain Amendments Void. The parties agree and acknowledge that Amendments 6,7 and 8 to the Development Agreement are void and of no further force or effect;

SECTION 2. Revision to Description of Real Estate. The Property subject to the Development Agreement is hereby amended by deleting therefrom the following described real estate:

Unit 4 of Novelty Iron Works Condominiums located on Lot 1 of Lot 1 of Center City Place #2, in the City of Dubuque, Iowa, according to the Declaration of Submission to Horizontal Property Regime, Instrument #2014-2934, as amended, and the recorded Plat thereof

(the Excluded Real Estate).

The parties agree and acknowledge that the Excluded Real Estate shall be the subject of a separate Development Agreement between the City and GT Novelty Condos, LLC.

CITY OF DUBUQUE, IOWA

Brad M. Cavanagh, Mayor

GT NOVELTY, LLC

Tom Kelzer, President

ATTEST:

Adrienne N. Breitsfelder, City Clerk

GT NOVELTY CONDOS, LLC

Tom Kelzer, President

**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