



**CITY OF DUBUQUE, IOWA
CITY COUNCIL MEETING**
Historic Federal Building: 350 W. 6th
Street - Second-Floor Council
Chambers.
January 5, 2026 at 6:30 PM

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

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ROLL CALL ORDER FOR MEETING

Roussell, Resnick, Leyendecker, Cavanagh, Staver, Sprank, Wethal

REGULAR SESSION

6:30 PM

PLEDGE OF ALLEGIANCE

SWEARING-IN

1. Swearing-In of Elected Officials and Mayor Pro Tem

Mayor-Elect Brad Cavanagh, Council Members-Elect Chris Staver, Tyson Leyendecker, and Danny Sprank, and Mayor Pro Tem David Resnick will be sworn in.

PROCLAMATIONS

1. Human Trafficking and Modern-Day Slavery Prevention Month (January 2026)

On behalf of the Coalition Against Human Trafficking and Sexual Exploitation.

CONSENT ITEMS

1. Minutes and Reports Submitted

City Council Proceedings of December 15, 2025; Cable TV Commission of November 19, 2025; Historic Preservation Commission of October 16, 2025; Library Board of Trustees Update of November 20, 2025; Zoning Board of Adjustment of November 20, 2025; Proof of Publication for City Council Proceedings of December 1, 2025; Proof of Publication for Expenditure Reports presented at the December 1, 2025 City Council meeting.

Suggested Disposition: Receive and File

2. Notice of Claims and Suits

Joseph Mayefski for vehicle damage; William Odefy for property damage; Steven Palmer for property 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: Christian Heim for vehicle damage; Randy Johnson for vehicle damage; Joseph Mayefski for vehicle damage; William Odefy for property damage; Lindsey Williams 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. Acceptance of Public Improvements in Vintage Estates Subdivision

City Manager recommending City Council adopt the attached resolution accepting the public improvements in Vintage Estates Subdivision.

RESOLUTION Accepting Public Improvements In Vintage Estates In The City Of Dubuque, Iowa

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

6. Request of Approval CY2026 Civil Service Alternative Process for Police and Fire Hiring

City Manager recommending City Council adopt the change to forego the Civil Service Approval process as allowed under Iowa Code 400.12A and again authorize the creation of a police officer hiring eligibility list of up to 40 police officer

candidates and a firefighter eligibility list of up to 40 firefighter candidates which is outside the Civil Service Commission approval.

Suggested Disposition: Receive and File; Approve

7. Signed Contracts

Axon for the Prepared Assist Communications Service; Cintas for Uniform Product Rental and Workplace Services Products; Clarke University for clinical learning experiences for BSN Nursing Students; FEH Design for the Five Flags Civic Center Fire Escape Inspection; Manders Quality Concrete for Paver Installation; Racom Corporation for the 5th Street Ramp Camera Replacement; Zephyr Aluminum Products, Inc. for the ImOn Ice Arena ADA Swing Door Actuator Installation.

Suggested Disposition: Receive and File

8. Mediacom Rate Change Notification Letter

Correspondence from Ryan Young, Government Relations Director with Mediacom, informing the City of video programming changes and rate adjustments.

Suggested Disposition: Receive and File

ITEMS SET FOR PUBLIC HEARING

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

1. Setting a Public Hearing to approve the First Amendment to the Amended and Restated Lease Agreement between the City of Dubuque and Viterra USA Grain, LLC

City Manager recommending City Council set a public hearing for January 20, 2026, to approve the First Amendment to the Amended and Restated Lease Agreement between the City of Dubuque and Viterra USA Grain, LLC for the property located on Commercial Street (aka East Seventh Street).

RESOLUTION Setting A Public Hearing To Consider The First Amendment To The Amended And Restated Lease Agreement By And Between The City Of Dubuque And Viterra Usa Grain, LLC For Real Property In The City Of Dubuque, Iowa

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for January 20, 2026

2. Grand Harbor Hotel - Assignment of Development Agreement

City Manager recommending City Council set a public hearing for January 20, 2026, for the assignment of the Development Agreement for the Grand Harbor Hotel from Westdale Capital Investors 3, LP to RG Hospitality, LLC.

RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On An Assignment Of The Development Agreement Between The City Of Dubuque, Iowa And Westdale Capital Investors 3, LP As Successor In Interest To Platinum Holdings, LLC To RG Hospitality, LLC, 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 20, 2026

3. Grand Harbor Hotel - Assignment of Lease Agreement

City Manager recommending City Council set a public hearing for January 20, 2026, for the assignment of the Lease Agreement for the Grand Harbor Hotel from Westdale Capital Investors 3, LP to RG Hospitality, LLC.

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 RG Hospitality, LLC, 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 20, 2026

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. Tanglewood Court Storm Sewer Extension Project Public Hearing

Proof of publication on notice of public hearing to consider City Council 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, and City Manager recommending approval.

RESOLUTION Tanglewood Court Storm Sewer Extension Project: Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost

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

2. Disposal of City Owned Property North of Cedar Crest Court

Proof of publication on notice of public hearing to consider City Council adopt the resolution approving for the disposal of City Owned Property lying north of Cedar Crest Court in Dubuque, Iowa to JJR Investments, LLC and BNZ Properties, LLC via Quit Claim Deeds, and City Manager recommending approval.

RESOLUTION Disposing 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)

3. Resolution Approving a Development Agreement by and Between the City of Dubuque, Iowa and GT Novelty Condos, LLC, Including the Issuance of Urban Renewal Tax Increment Revenue Obligations

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 GT Novelty Condos, LLC, including 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 Gt Novelty Condos, LLC, Including The Proposed Issuance Of Urban Renewal Tax Increment Revenue Obligations

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

4. Resolution Approving a Subordination Agreement by and between the City of Dubuque, Iowa, Masterpiece Properties, LLC, and Mound City Bank

Proof of publication on notice of public hearing to consider City Council adopt the attached Resolution approving a Subordination Agreement by and between the City of Dubuque, Iowa, Masterpiece Properties, LLC, and Mound City Bank, and City Manager recommending approval.

RESOLUTION Approving 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 W 3rd Street And 677 W 3rd Street

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. Approving the First Amendment to the Development Agreement by and Between the City of Dubuque, Iowa and Greater Dubuque Impact Investment Fund for the Redevelopment of 1550 Elm Street

City Attorney recommending City Council adopt the attached resolution approving a First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Greater Dubuque Impact Investment Fund for the redevelopment of 1550 Elm Street in Dubuque.

RESOLUTION Approving The First Amendment To The Development Agreement By And Between The City Of Dubuque And Greater Dubuque Impact Investment Fund

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

2. Annual Review of Mayor and City Council Board and Committee Appointments

City Clerk requesting Mayor and City Council review all board and committee appointments and vacancies for any changes for the 2026 calendar year.

Suggested Disposition: Receive and File; Council

3. Work Session Requests - Greater Dubuque Development Corporation Quarterly Updates

Correspondence from Rick Dickinson, President and CEO of Greater Dubuque Development Corporation (GDDC), requesting to reschedule their previously scheduled work session from January 20 to February 16, 2026, at 6:00 p.m. GDDC also requests that additional work sessions be scheduled at 6:00 p.m. on the following dates: April 20, 2026, July 20, 2026, October 19, 2026, and January 19, 2027.

Suggested Disposition: Receive and File; Council

4. Work Session Request - Historic Millwork Outdoor Community Space Update

City Manager requesting City Council schedule a work session on Tuesday, January 20, 2026, at 6:00 p.m. for a presentation on the Historic Millwork Outdoor Community Space concepts.

Suggested Disposition: Receive and File; Council

COUNCIL MEMBER REPORTS

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**

PROCLAMATIONS # 1.

ITEM TITLE:	Human Trafficking and Modern-Day Slavery Prevention Month (January 2026)
SUMMARY:	On behalf of the Coalition Against Human Trafficking and Sexual Exploitation.
SUGGESTED DISPOSITION:	
ATTACHMENTS:	1. Proclamation



PROCLAMATION

WHEREAS, by Presidential proclamation each January has been designated National Human Slavery and Human Trafficking Prevention month. In addition, January 11th has been designated National Human Trafficking Awareness Day; and

WHEREAS, the issue of sex and labor trafficking are a violation of human rights. The hope of this Proclamation is to raise awareness of this topic; and

WHEREAS, the City of Dubuque wishes to acknowledge the Coalition Against Human Trafficking and Sexual Exploitation for their efforts to raise awareness of human trafficking; and

WHEREAS, the United Nations Global Plan of Action has three pillars upon which it stands: “protect, prevent, prosecute”. We invite all residents of Dubuque to educate themselves on this issue and to support these three pillars to help eradicate the problem; and

WHEREAS, we invite all residents and especially parents/caretakers to increase their knowledge of potential evils from online uses that “groom” youth into trafficking through fraud, force, or coercion; and

WHEREAS, human trafficking is a national, state, and local issue. We commend school’s IT staff, tech coaches, and teachers whose K-12 curriculum alert youth and parents/caretakers why limited sharing online of personal information is a safety issue.

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 JANUARY 2026 AS

“HUMAN TRAFFICKING AND MODERN-DAY SLAVERY PREVENTION MONTH”

IN THE CITY OF DUBUQUE, IOWA.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 5th day of January 2026.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, CMC, City Clerk

2026: Submitted by Sr. Marilou Irons. Accepted by Mary Lechtenberg.

2025: Submitted by Sr. Marilou Irons. Accepted by Sr. Marilou Irons and Mary Lechtenberg.

2024: Submitted and accepted by: Sr. Marilou Irons, PVBM of the Tri-State Coalition against Human Trafficking

2023: Submitted and accepted by: Sr. Marilou Irons, PVBM of the Tri-State Coalition against Human Trafficking

2022: Submitted by Toni Backes and accepted by accepted by Sr. Marilou Irons, PVBM of the Tri-State Coalition against Human Trafficking

2021: Submitted by Toni Backes of the Tri-State Coalition against Human Trafficking and accepted by Sr. Marilou Irons, PVBM, marilou@dbqpbvms.org and Sr. Mary Lechtenberg, OSF lechtenbergm@osfdbq.org

2020: Submitted by Toni Backes of the Tri-State Coalition against Human Trafficking and accepted by Sr. Mary Lechtenburg OSF and Sr. Joy Peterson PVBM. dvingilroy@aol.com, 408-594-8025.

2019: Submitted by Deborah Albert of the Tri-State Coalition against Human Trafficking and accepted by Sr. Mary Lechtenburg OSF and Sr. Joy Peterson PVBM. dvingilroy@aol.com, 408-594-8025.

2018: moved to January 2019.

2017: Submitted by Deborah Albert of the Tri-State Coalition against Human Trafficking and accepted by Sr. Mary Lechtenburg OSF and Sr. Joy Peterson PVBM. dvingilroy@aol.com, 408-594-8025

**City of Dubuque
City Council**

CONSENT ITEMS # 1.

ITEM TITLE:	Minutes and Reports Submitted
SUMMARY:	City Council Proceedings of December 15, 2025; Cable TV Commission of November 19, 2025; Historic Preservation Commission of October 16, 2025; Library Board of Trustees Update of November 20, 2025; Zoning Board of Adjustment of November 20, 2025; Proof of Publication for City Council Proceedings of December 1, 2025; Proof of Publication for Expenditure Reports presented at the December 1, 2025 City Council meeting.
SUGGESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. 12 15 25 City Council Minutes
2. Cable TV Commission Meeting Minutes
3. Historic Preservation Commission Minutes
4. Library Board of Trustees Council Update
5. Zoning Board of Adjustment Minutes
6. Proof of Publication for Expenditure Reports
7. Proof of Publication for City Council Proceedings of 12 1 25
8. Proof of Publication for City Council Proceedings of 12 8 25

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

The Dubuque City Council met in regular session at 6:30 p.m. on December 15, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Absent: Council Member Roussell.

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. Recognition of Iowa DOT District 6 Engineer Jim Schnoebelen: Assistant City Engineer Bob Schiesl recognized 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: City Council Members acknowledged the service of outgoing Ward One Council Member Susan Farber and At-Large Council Member Ric Jones.

PROCLAMATIONS

1. Veterans Appreciation Month (December 2025) was accepted by Beth Fleming, Terry Lewis and Bob Schemel, and Anne Friends on behalf of Dubuque County Veteran Services, Tri-State Women Warriors, and Veterans Freedom Center.

CONSENT ITEMS

Council Member Farber requested Item No. 25 be held for separate discussion. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated, except for Item No. 25. Seconded by Farber. Motion carried 6-0.

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. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Christian Heim for vehicle damage; Randy Johnson for vehicle damage; Lindsey Williams for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claim had been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Julio Vega Chacon 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. 386-25 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. Debt Management Policy Revisions: Upon motion the documents were received, filed, and approved.

6. January/February 2026 City News Newsletter: Upon motion the documents were received and filed.

7. Power Outage Preparedness Flyer: Upon motion the documents were received and filed.

8. 2026 State Legislative Priorities: Upon motion the documents were received, filed, and approved.

9. Update on Neighborhood Evolution Contract Services: City Manager provided an update on activities underway through the City's contract with Neighborhood Evolution to support small-scale development. Upon motion the documents were received and filed.

10. Housing Creation Incentives – Updated Matrix: Upon motion the documents were received and filed.

11. Funding Request for State Mandated Open Meetings and Open Records Training: City Manager recommended 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. Upon motion the documents were received, filed, and approved.

12. Plat of Survey of Stockel Acres: Upon motion the documents were received and filed, and Resolution No. 387-25 Approving The Final Plat Of Stockel Acres, In The City Of Dubuque, Iowa was adopted.

13. 2025 Maintenance Dredging Project - Acceptance of Public Improvement Construction Contract: Upon motion the documents were received and filed, and Resolution No. 388-25 Accepting The 2025 Maintenance Dredging Project And Authorizing Final Payment To The Contractor was adopted.

14. Eagle Point Water Treatment Plant Roof Rehabilitation Project - Award Construction Contract: Upon motion the documents were received and filed, and Resolution No. 389-25 Eagle Point Water Treatment Plant Roof Rehabilitation Project Awarding Public Improvement Construction Contract For The Eagle Point Water Treatment Plan Roof Rehabilitation Project was adopted.

15. Grass and weed cutting and garbage collection assessments: Upon motion the documents were received and filed, and Resolution No. 390-25 Authorizing The City To Collect Delinquent Grass And Weed Cutting And Garbage Collection Charges In Accordance With Title 6-4-3A And Title 6-8-2 Of The Code Of Ordinances Of The City Of Dubuque, Iowa was adopted.

16. Parking Revenue Collector FTE Allocation Change: City Manager recommended 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. Upon motion the documents were received, filed, and approved.

17. Areas of Persistent Poverty RFP: City Manager recommended 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. Upon motion the documents were received, filed, and approved.

18. 2025 Tree City USA Application Approval Process: City Manager recommended 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. Upon motion the documents were received, filed, and approved.

19. Housing and Community Development Staffing Request: City Manager recommended 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. Upon motion the documents were received, filed, and approved.

20. Berry vs. City Of Dubuque & Schmalz Precast Concrete Manufacturing Company: City Attorney recommended 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. Upon motion the documents were received, filed, and approved.

21. Bloomberg Philanthropies Youth Climate Action Grant Application Submittal: Upon motion the documents were received, filed, and approved.

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 WRRC 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. Upon motion the documents were received and filed.

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: Upon motion the documents were received and filed, and Resolution No. 391-25 Approving The Assignment Of The Development Agreement By And Between The City Of Dubuque And CARich Properties, LLC To Rider Lacy Block, LLC was adopted.

24. Adoption of Supplement Number 2025 S-18 to the City of Dubuque Code of Ordinances: Upon motion the documents were received and filed, and Resolution No. 392-25 Adopting Supplement No. 2025 S-18 To The Code Of Ordinances Of The City Of Dubuque, Iowa was adopted.

25. Approval of Retail Alcohol Licenses: Motion by Jones to receive and file the documents and adopt Resolution No. 393-25 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. Seconded by Sprank. Farber announced her abstention from voting due to her business, Magoo's Pizza, listed as a recipient on the resolution for a retail alcohol license. Motion carried 5-0 with abstention from Farber.

26. Approval of Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permit Applications: Upon motion the documents were received and filed, and Resolution No. 394-25 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 resolutions, and set the public hearings as indicated. Seconded by Wethal. Motion carried 6-0.

1. Setting a Public Hearing to Dispose of City Owned Property North of Cedar Crest Court in Dubuque Iowa: Upon motion the documents were received and filed and Resolution No. 395-25 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 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on January 5, 2026 in the Historic Federal Building.

2. Tanglewood Court Storm Sewer Extension Project - Setting a Public Hearing and Initiate Public Bidding Process: Upon motion the documents were received and filed and Resolution No. 396-25 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 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on January 5, 2026 in the Historic Federal Building.

3. Setting a Public Hearing to approve the Subordination Agreement for properties located at 675 and 677 West 3rd Street: Upon motion the documents were received and filed and Resolution No. 397-25 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 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on January 5, 2026 in the Historic Federal Building.

4. Grand Harbor Hotel - Assignment Of Development Agreement: Upon motion the documents were received and filed and Resolution No. 398-25 Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On An Assignment Of The Development Agreement 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 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on January 5, 2026 in the Historic Federal Building.

5. Grand Harbor Hotel - Assignment of Lease Agreement: Upon motion the documents were received and filed and Resolution No. 399-25 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 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on January 5, 2026 in the Historic Federal Building.

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: Upon motion the documents were received and filed and Resolution No. 400-25 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 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 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on January 5, 2026 in the Historic Federal Building.

BOARDS/COMMISSIONS

Appointments were made to the following boards/commissions.

1. 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.; Ryan Arians, 1201 Madera St.; Addison Aronson, 208 Bluff St.; Aaron Hefel, 515 ½ West 8th St.; Rodrigo Marin, 2240 Central Ave.; Erin Martin, 2860 Danlin Ct.; Sarah Ndagire, 1536 Kehl Ct. Upon roll call vote, Aronson was appointed to the term. A first round of voting resulted in Arians receiving one vote (Sprank), Aronson receiving three votes (Cavanagh, Wethal, and Resnick), and Martin receiving two votes (Farber and Jones). Upon a second round of voting, Aronson received four votes (Sprank, Cavanagh, Wethal, and Resnick) while Martin received the remaining two votes.

2. Resilient Community Advisory Commission: One, 3-Year term through July 1, 2028 (Vacant term of Evens). Applicant: Lucas Delaney, 1284 University Ave. Motion by Sprank to appoint Delaney to the term. Seconded by Jones. Motion carried 6-0.

3. Zoning Board of Adjustment: One 5-Year term through March 25, 2026 (Vacant term of McCoy). Applicant: Ben Loeffelholz, 3180 Keokuk Crt. Motion by Jones to appoint Loeffelholz to the term. Seconded by Farber. Motion carried 6-0.

PUBLIC HEARINGS

1. Request to Rezone 514 and 518 East 22nd Street: Motion by Sprank 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 explained that the zoning change is prompted by an existing legal nonconforming triplex, and the rezoning would bring the property into

compliance. The property owner also intends to add an additional unit, which requires the rezoning. Wernimont noted that the Unified Development Code (UDC) amendment identifies infill development and increased density as priorities. Motion carried 6-0.

Motion by Sprank for final consideration and passage of Ordinance No. 47-25 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. Seconded by Wethal. Motion carried 6-0.

2. Request to Rezone 2900 Block of Davenport 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 Sprank. Applicants Korrin and Sean Schriver, 2884 Davenport St., stated that the purpose of the rezoning request is to allow additional goats as part of participation in a rotational grazing program with the Natural Resources Conservation Service. In response to questions, Wernimont stated that roosters are prohibited within city limits and that existing regulations sufficiently address this issue. Wernimont also noted that rezoning a property to AG is uncommon. City Council Members expressed support for the rezoning. Motion carried 6-0.

Motion by Jones for final consideration and passage of Ordinance No. 48-25 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. Seconded by Sprank. Motion carried 6-0.

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: Motion by Jones to receive and file the documents and adopt Resolution No. 401-25 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. Seconded by Wethal. Responding to questions, Van Milligen explained that the property cannot accept Housing Choice Vouchers because Chris Staver, an incoming City Council member, is the developer, and the U.S. Department of Housing & Urban Development prohibits City Council members from accepting such vouchers. Van Milligen noted that development agreements can be executed with City Council members, provided they abstain from voting on them. Brumwell added that individual circumstances must be evaluated on a case-by-case basis. Motion carried 6-0.

PUBLIC INPUT

Rick Dickinson, President and CEO of Greater Dubuque Development Corporation, residing at 205 Hill St., spoke on Action Item No. 1. Dickinson thanked the City Council for its efforts on air service, shared frustrations with the lack of financial support from the federal government to expand air service, and read comments from residents who have traveled through Dubuque Regional Airport.

Breitfelder announced receipt of written input regarding Action Item No. 1 from Mary Giesler, 2310 High Cloud; DBQ Air; Gail Chavenelle and Bill Dicken, 1155 Kelly Ln.; Joel Pusateri; and Brian Klinkner.

ACTION ITEMS

1. Commercial Air Service Minimum Revenue Guarantee: Motion by Resnick to receive and file the documents and refer to the City Council for discussion. Seconded by Wethal. City Council Members

expressed disappointment with the current situation, noting that while flight participation has grown, it has not increased quickly enough to sustain service without additional financial support. They provided a summary of the history of federal air service funding and current federal funding initiatives. Council acknowledged that losing air service would make securing future options difficult but emphasized their commitment to continue advocating for air service. Members discussed varying perspectives on using city general funds to support air service. In response to a question, Van Milligen confirmed that if the city terminates air service on January 15, 2026, under Option #1 from his memo, which he recommends, around \$685,000 would remain from city funds previously budgeted for the Minimum Revenue Guarantee (MRG). MRG payments typically range from \$200,000 to \$300,000 per month, which would cover costs through April, however, no funding options are available beyond that point. Van Milligen also noted that Dubuque County allocated \$100,000 toward the MRG but would not spend those funds if Council approved his recommendation. When asked about the appropriate motion to accept the City Manager's recommendation and whether it should direct the Airport Commission to issue the termination notice, Airport Director Todd Dalsing stated that the Commission had authorized him to negotiate with Denver Air. City Attorney Brumwell clarified that the motion should be to receive and file and select Option #1. Council Member Resnick moved to amend the motion to receive and file the documents and accept Option #1: terminating service with Denver Air on January 15, 2026, at an estimated cost of \$215,515 for January. Seconded by Wethal. Motion carried 5-1 with Farber voting nay.

2. Contract for Services Between the City of Dubuque and Greater Dubuque Housing Trust Fund: Motion by Jones to receive and file the documents and adopt Resolution No. 402-25 Authorizing Execution Of Contract For Services Between The City Of Dubuque And Greater Dubuque Housing Trust Fund. Seconded by Sprank. In response to questions, Urban Development and Housing Rehabilitation Project Manager Maddy Haverland reported that at the recent Greater Dubuque Housing Trust Fund meeting, members discussed inviting a City Council member to join the fund, with further discussion planned for their January meeting. Haverland explained that while the City currently has a Local Housing Trust Fund (LHTF), the Iowa Finance Authority (IFA) does not certify the structure of the City's trust fund. The Greater Dubuque Housing Trust Fund is organized as a nonprofit, a structure the Iowa Finance Authority (IFA) recognizes as eligible for certification and one that provides access to additional grant opportunities. Haverland also confirmed that the Greater Dubuque Housing Trust Fund would specifically serve the City, as Dubuque County already has its own LHTF. Motion carried 6-0.

3. Repeal of Title 2, Chapter 5, Article D - Trust Fund Advisory Committee: Motion by Resnick 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. Brumwell confirmed that repealing the Trust Fund Advisory Committee was a necessary action now that City Council approved the contract with Greater Dubuque Housing Trust Fund. Motion carried 6-0.

Motion by Resnick for final consideration and passage of Ordinance No. 49-25 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. Seconded by Farber. Motion carried 6-0.

4. Special Events Ordinance Amendment and Process Improvements: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Breitfelder, Assistant City Manager Cori Burbach, and Assistant Police Chief Joe Messerich made a presentation. In response to questions, Police Chief Jeremy Jensen stated that event organizers will remain responsible for barricade costs for any beyond the City's inventory, as the

City does not maintain enough barricades to meet all security needs. Jensen also confirmed that permanent signage restricting parking for recurring events has been effective. Messerich outlined the process for deploying removable bollards and noted ongoing discussions regarding payment responsibilities for their use. Breitfelder addressed questions on the proposed fee reductions. City Council Members expressed support for the fee reductions and for continued City support with special events. Motion carried 6-0.

Motion by Jones for final consideration and passage of Ordinance No. 50-25 Amending City Of Dubuque Code Of Ordinances Title 10 Public Ways And Property, Chapter 4 Parades, Assemblies And Special Events. Seconded by Sprank. Motion carried 6-0.

5. Approval of Updates to Downtown Rehabilitation and Housing Creation Incentives Guideline Documents: Motion by Jones to receive and file the documents and adopt Resolution No. 403-25 Approving Updated Downtown Rehabilitation Grant Program Guidelines And Amended Downtown Housing Creation Grant Guidelines Version 2025.1. Seconded by Wethal. Economic Development Director Jill Connors and City Manager Mike Van Milligen explained the rationale for setting a three-year vacancy threshold for existing units to qualify for a Downtown Housing Creation Grant, noting that this timeframe is considered a reasonable indicator that a landlord requires assistance. City Council Members discussed whether three years is appropriate or if a shorter period, such as two years, should be considered. Connors also confirmed that Section 8 vouchers may be applied toward rent or a mortgage. Motion carried 5-1 with Resnick voting nay.

6. Ninth Amendment to the Development Agreement by and between the City of Dubuque, Iowa and GT Novelty, LLC and GT Novelty Condos, LLC: Motion by Jones to receive and file the documents and adopt Resolution No. 404-25 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. Seconded by Farber. Motion carried 6-0.

COUNCIL MEMBER REPORTS

Farber reported on her terms with Dubuque Initiatives and the Sister City Committee concluding due to her City Council term ending. She also reported on the upcoming annual legislative dinner, Dubuque Metropolitan Area Transportation Study (DMATS) meeting, NAMI's holiday gathering, and community outreach for the Field of Dreams, including the Green Bay Packers' future tailgate tour.

Resnick reported on the Merry Millwork Market event.

Jones reported on the recent work session on the Parks and Recreation Comprehensive Master Plan Draft, former Parks and Recreation Director Marie Ware's retirement celebration, the Prescott Elementary School Soup Luncheon, the upcoming annual legislative dinner, and board meetings with the Dubuque Racing Association (DRA), Dubuque Metropolitan Area Solid Waste Agency (DMASWA), and Travel Dubuque.

Sprank reported on North End and Point neighborhood association holiday events, the Merry Millwork Market, the Parks and Recreation Comprehensive Master Plan Draft work session, a church cookie walk, attending Iowa Jobs for America's Graduates (iJAG) classes at Dubuque Senior High School, and a food giveaway event.

Wethal reported on performances of The Nutcracker and attending a Dubuque County Early Childhood Board meeting.

Cavanagh reported on meeting with members of the Ioway tribe that recently visited and wished everyone a happy holiday.

CLOSED SESSION

Motion by Jones to convene in closed session at 9:47 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 6-0.

The City Council reconvened in open session at 11:00 p.m. stating that staff had been given proper direction.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 11:00 p.m.
/s/Adrienne N. Breitfelder, CMC
City Clerk

APPROVED MINUTES OF CABLE TV COMMISSION MEETING

Nov. 19, 2025

City Council Chambers, Historic Federal Building, 350 W. Sixth St.

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

MEMBERS ABSENT: None

OTHERS PRESENT: Felicia Carner, City of Dubuque Multimedia Specialist, and Randy Gehl, City of Dubuque Public Information Officer

Chair R. Tigges called the meeting to order at 5:04 p.m.

Acceptance of Agenda

- Upon a motion by J. Tigges, seconded by Eckerman, the agenda was accepted by a vote of 5 - 0.

Approval of Minutes March 5, 2025, Meeting

- Upon a motion by Maloney, seconded by Guerrero Galvan, the minutes from the March 5, 2025, meeting were accepted by a vote of 5 - 0.

Community PEG Equipment Grant

- Update on 2025 Recipients: Carner updated the commission on the 2025 Community PEG Access Equipment grant recipients, including final funding amounts and progress on their required programming. Carner also reported on new programming submitted by past recipients. Staff informed the commission that if past recipients have already produced programming that

meets the updated grant requirements adopted in November 2024, they will be encouraged by staff—but no longer required—to submit additional programming.

- **Staff Recommendations for 2026 Grant Cycle:** Carner asked the commission to consider changing the current maximum amount for individuals to request from \$10,000 to \$5,000. Guerrero Galvan motioned to approve the recommendation and Eckerman seconded. Approved 5-0. The staff intends to modify the quoting process, requiring applicants to submit only one quote. Following the selection of applicants, the staff will obtain three quotes for the equipment and will clarify in the application that not all equipment or vendors are guaranteed.
- **Commission Feedback on Grant Reviewing Process.** Staff will produce review guidelines for the commission's consideration. Once approved, these guidelines will be made available as part of the application process.

City Council Chambers Upgrades

- Carner notified the commission of plans to begin exploring the process needed to conduct a significant update/upgrade to the live meeting broadcast system for the city council chambers. She reported that the last update was conducted in 2016 at approximate approved cost of \$230,000. Carner expects the next update to cost significantly more. Following discussion and questions from commissioners, Gehl reported the current balance of the PEG equipment fund, the funding source for the update, is \$1.253 million. Carner said she would report back to the commission when more information is available. Commissioners requested a tour of the current media control room at the end of the meeting to view existing equipment.

PEG Access Video Creator Kit Update

- Carner provided an update on plans to provide a video creator kit for check-out from the City to Dubuque residents for the production of PEG access channel programming. She distributed a draft handout that included details on

available equipment, the checkout process, and program submission info. Carner also displayed the kit equipment and answered commissioner questions about it and the checkout process. J. Tigges suggested past PEG equipment grant recipients be notified of the kit so they can utilize if needed. Carner agreed and reported she plans to make the kit available following the review of liability.

Public Input

- No public input was offered.

Items from the Commission

- Commissioners noted the evolution of the commission and the PEG equipment grant program and suggested staff share some of the progress during the Communications Office's FY2027 budget presentation to city council.

Items from Staff

- Gehl notified commissioners they will be asked to provide input in the spring/summer to help inform the annual City Council goal-setting sessions and apologized for missing the deadline to engage the commissioners in the 2025 process.
- Carner gave commissioners a tour of the media control room and studio, located behind the council chambers. She explained operations and equipment to give commissioners context for the potential overhaul referenced earlier in the agenda.

Adjournment

- Upon a motion by Maloney, seconded by Guerrero Galvan, and 5-0 vote, the meeting adjourned at 6:27 p.m.

Next Meeting

- The commission requested to meet virtually for a brief meeting in mid-December to review a revised grant reviewing guide before the grant application period opens in January. Gehl will verify commissioner availability and schedule a meeting.

**MINUTES
HISTORIC PRESERVATION COMMISSION
REGULAR SESSION**

5:30 p.m.

Thursday, October 16, 2025

City Council Chambers, Historic Federal Building

Commissioners Present: Chairperson Janice Esser; Commissioners, Bill Doyle, Tim Gau, Heidi Pettitt, Chad Witthoeft, and Adam Schwendinger (arrived at 5:32 pm).

Commissioners Excused: Rick Stuter and Christy Monk.

Commissioners Unexcused: None.

Staff Members Present: Travis Schrobilgen and Chris Happ Olson.

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

MINUTES: Motion by Pettitt, seconded by Gau, to approve the minutes of September 18, 2025, meeting as submitted. Motion carried by the following vote: Aye – Janice Esser, Bill Doyle, Tim Gau, Heidi Pettitt, and Chad Witthoeft; Nay – none.

Commissioner Schwendinger arrived at 5:32 pm.

DEMOLITION PERMIT

Applicant: Nick Widmeier
Owner: Nick Widmeier
Address: 614 Loras Blvd
Project: Partial demolition request for house
District: West 11th Street Historic District

Staff Member Happ Olson presented the staff report noting the previous denial of a demolition request, based on the fact that the property at 416 Loras Boulevard is historically/architecturally significant. The property's owner, Nick Widmeier, returns to the Commission with a downsized request. She noted he is asking for demolition of a small rear section and a change to some window materials and one window size.

She said she had a site visit and found that there was significant structural damage, formerly addressed by a previous owner, to the east side of the house, including the deterioration of the sill, seen in the photos that follow the request. She said she discussed the possibility of requesting an Economic Non-Viability Certificate of Appropriateness, but in the end, the owner decided to move forward with rehabilitation.

While on site, she observed that the house has a wide, textured vinyl siding (with patches of aluminum siding at the rear), aluminum soffit and fascia, aluminum casings on windows. The windows are typical wood one-over-one double hung sash. The front lower left window has

been resized to a picture window at some point in the 20th century. Under the vinyl siding is asphalt faux brick sheeting, and then the original 4" wood lap siding is the original layer.

She noted the applicant's plan and the review requirement of each in order to retain the house (no request for full demolition) and make the following modifications to bring it up to code and make it viable for housing:

SIDING: Reside the entire house with new, 4" smooth vinyl siding, retaining the hood over the front door, and removing the non-functional plastic shutters. This is appropriate as per our Architectural guidelines, replacing with a more appropriate size and texture, closer to the original narrow siding. *This request alone would have been approved in-house by staff.*

SOFFIT: Replacement of aluminum soffit with aluminum soffit. *This request alone would have been approved in-house by staff.*

REAR BAY WINDOW: Removal of the rear projecting one-story bay window, siding over with a seamless approach with the new siding (see red image to right). This work is only visible from the alley. *This work should be evaluated by the Commission.*

INSTALL NEW WINDOWS: Install new single hung windows to match the size and shape of the existing windows, except:

- New all wood windows on the front of the house, with the exception of the lower left window being resized back to the same size and shape as the right first floor window (see yellow image). All four windows would match and be in-line. *This work should be evaluated by the Commission.*
- Install new preferably vinyl windows on the sides and rear of the house, largely not viewable from the public right of way, except for the alley.
- If removal of the rear bay is approved (see red image, on #3), install new window to match the new window directly above in size, shape and alignment. *This work should be evaluated by the Commission.*

Nick Widmeier, 12120 Timber Ct., thanked staff for the thorough summary and reiterated that the expense to rehab is high at approximately \$100,000, but if he can use vinyl siding and windows on a majority of the project it would keep costs down and allow him to not demolish the structure. He said he has learned a lot about historic preservation in the process, and that this property was purchased as part of a deal with another property he desired. As a result, he had not done his due diligence in determining what it would take to rehabilitate the property. He said that demolition would be expensive as well and that he has decided he might be able to make renovation work.

Commissioners discussed the proposal asking for clarification on parts of the request. They concurred that allowing the side and rear windows to have material changes while retaining wood up front, along with resizing the late addition front picture window, was a great alternative to demolition.

Motion by Doyle, seconded by Schwendinger, to approve the application as submitted. Motion carried by the following vote: Aye: Janice Esser, Bill Doyle, Tim Gau, Christina Monk, Heidi Pettitt, Chad Witthoeft, Adam Schwendinger; Nay – none.

ITEMS FROM PUBLIC: None.

ITEMS FROM COMMISSION: None.

ITEMS FROM STAFF: Mini HPC Training: Purpose and Powers of the HPC were discussed by staff. Happ Olson noted many relevant projects, events, and reviews that the Commission and staff have worked on or continue to work on.

Commissioners asked how landmarks work, if signage could be added to properties, and Olson detailed the landmark process and noted that a program could be created and that she will look into some options for the Commission to review.

ADJOURNMENT: Motion by Schwendinger, seconded by Gau, to adjourn the October 16, 2025, Historic Preservation Commission meeting. Motion carried by the following vote: Aye – Janice Esser, Bill Doyle, Tim Gau, Heidi Pettitt, Chad Witthoeft, and Adam Schwendinger; Nay – none.

The meeting adjourned at 6:17 p.m.

Respectfully submitted,



Travis Schrobilgen, Assistant Planner

December 18, 2025

Adopted

*Carnegie-Stout Public Library
Library Board of Trustees Update
From the Meeting November 20, 2025*

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

- The Board approved library expenditures for both September and October.
- The library's Quilts of Valor program was featured on KCRG twice. Once promoting the ceremony and one featuring the Breezy Hill Quilters. Both segments can be viewed here:
 - <https://youtu.be/Q5MaVBsfJE?si=yPT9yl4X8OCB0Dnf> (ceremony)
 - <https://www.youtube.com/watch?v=mpOzLeZkvHI> (Breezy Hill Quilters)
- Library Board of Trustees, staff, and stakeholders are all thrilled for library service to be considered one of the top 10 projects in the Community Foundation of Greater Dubuque's Envision 2030 project.
 - Several stakeholders attended the "Make it Real" event and met with interested community members to continue momentum. The next public meeting is scheduled to take place on Tuesday, January 13 at 5:30 pm at the Carnegie-Stout Public Library
- Carnegie-Stout staff helped plan and staffed a booth at the 2nd annual Dubuque History Expo at Loras College on October 12. Kristin Anderson-Bricker and Ray Werner were keynote speakers.
- Library staff are working with FEH Design on renovation plans for Board Approval, with hopes for the plans to go out to bid in February.
- Using funds provided to the Carnegie-Stout Public Library Foundation from a DRA Grant, the library has begun circulating the Bright Beginnings Book Boxes to area preschools.

Statistical Highlights	September Count	October Count
Total Checkouts	38,891	38,215
Total Visitors	16,725	18,174
Total Program Attendance	1,942	3,549
Total Computer/Wi-Fi Use	11,704	13,444

Library Board of Trustees



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



Nick Rossman, Library Director

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

5:30 p.m.

Thursday, November 20, 2025

City Council Chambers, Historic Federal Building

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

Board Members Excused: None.

Board Members Unexcused: None.

Staff Members Present: Travis Schrobilgen and Jason Duba

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

MINUTES: Motion by Kosel, seconded by Stierman, to approve the minutes of the October 23, 2025 Zoning Board of Adjustment meeting as submitted. Motion carried by the following vote: Aye – Ahlvin, Kosel, Stierman and McCoy; Nay – None; Abstain – Mauss.

DOCKET – 43-25: Application of Joel R. Young, 1735 Asbury Road, to install a 7' high fence in the front yard where 4' high maximum is permitted in an R-1 Single Family Residential zoning district.

Joel Young, 1735 Asbury Road, spoke in favor of the request. He explained that he installed the fence, not thinking it was a problem. He noted that the previous owner had tall hedges, so he assumed the fence would be okay too.

There was no public input.

Staff Member Duba detailed the staff report noting that the code requires fences to be no higher than 4' in front yards for at least two reasons: safety and aesthetics. He said that there isn't a safety concern with the fence, as it does not block visibility for motorists or pedestrians and is not in a visibility triangle. He said the Board may wish to consider whether this fence interrupts the uniform appearance of front yards in this area.

Chairperson McCoy asked if the McGrath sign shown in the photos mounted to the fence was illuminated, and Mr. Young replied no.

Chairperson McCoy asked about the height of the sign on top of the fence, and Staff Member Duba replied that it was over the 7' height of the fence. Chairperson McCoy

suggested that anything above the top of the fence would need to be moved below 7', and Mr. Young was amenable to the suggestion.

Board Member Kosel asked whether Mr. Young is advertising or getting paid for the signs put on the fence, and Mr. Young confirmed that he is not.

Board Member Stierman agreed that no sign should be above the top of the fence.

Board Member Mauss expressed support for the request but said he didn't want to set a precedent for other signs. Staff Member Schrobilgen said that every case is unique, that no precedence would be set.

Chairperson McCoy suggested that approval of the request be conditioned on lowering the signs to be below the top of the fence. Staff Member Duba also said that the speed limit sign on the fence would need to be removed for traffic safety purposes.

Motion by McCoy, seconded by Kosel, to approve the request with the following condition:

1. The fence, and anything adhered to it, may not exceed 7' in height.

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

Board Member Ahlvin recused himself for docket 44-25.

DOCKET – 44-25: Application of Pat Norton, Buesing and Associates, 701 Locust Street, to allow encroachments into four visibility triangles in C-4 Downtown Commercial zoning district.

Pat Norton, Buesing & Associates, 1212 Locust Street, spoke in favor of the request. He explained that the art museum is planning to raze the three buildings on the block other than the childcare center and begin construction next spring of a new museum. He said they are seeking a variance for four locations that encroach into visibility triangles. Two of those are screening walls for the loading dock areas, and two are at corners of the property. He said he doesn't believe there is a safety issue with these encroachments. He noted that the one-way traffic on Locust and Bluff reduces conflicts and the traffic signal at 7th and Locust aids safety.

Chairperson McCoy noted that there are buildings right at property corners in other locations in this area. Mr. Norton pointed to the Locust Street parking ramp as an example.

Chairperson McCoy noted that point D on the plan set is covered by a signalized intersection so it is not a concern.

Mr. Norton walked through the plan set, noting the screening wall at point A in the

northwestern side of the site shows the worst-case scenario between a vehicle and pedestrian and showed template of a car turning immediately onto Bluff Street from the drive. He said that while this could occur it is not a likely scenario because most vehicles would be delivery trucks or semis, which would need to make a wider turn in order to exit. The wider turn would move the truck or semi further south in the exit lane, and this would provide drivers with a larger visibility distance than a lower car. He said that a car exiting that location could possibly have a blocked view of pedestrians on Bluff Street. Chairperson McCoy asked if the wall was at the back of the sidewalk, and Mr. Norton replied yes and noted that some street parking is being eliminated here so there is actually more area for a vehicle to pull out before getting into traffic.

Chairperson McCoy asked about point C, and Staff Member Schrobilgen noted that it is below 2' in height and does not encroach into the visibility triangle. He said that a variance is not required for that location.

Mr. Norton said that points A and B located along the loading dock have walls which encroach into the sight triangle in order to screen deliveries from public view. He said the lower portion of the walls double as retaining walls.

There was no public input.

Staff Member Schrobilgen detailed the staff report noting that this request is a dimensional variance for encroachment height into multiple visibility triangles. He shared a diagram noting that the visibility triangle for point B is at the edge of the wall, but it should be measured from the edge of the driveway. He said it would encroach about 6" to a foot into the visibility triangle which is less than shown. He said point B may conflict with pedestrians more than vehicles but noted that vehicles exiting would be facing south, the direction pedestrians would be coming from. He noted the screening wall at point A is 6' tall. He said point D is a staircase and railing. He said this property is in the Old Town neighborhood, which provides flexibility, but not for visibility triangles. He noted that a letter of support from Hills & Dales was received but that there was no other public input.

Chairperson McCoy referred to the dimensional variance criteria and wondered if this issue was self-created and asked if staff or the city attorney's office had any thoughts on how the criteria should be considered. Staff Member Schrobilgen replied that the Board can discuss how they might want to consider the criteria and noted that the language in the criteria was created by the State and did not come from the City. He reiterated that the applicant noted the site's topography constraints while wanting to keep ADA standards in mind.

Board Member Mauss asked about the elevation change of the driveway and wall height at point A. Mr. Norton replied that the driveway slopes down to the building at point A, and the wall is 6' high at the south end. The Board discussed this noting that there were no concerns with points B and D. They considered the possibility of reducing the length of the wall since vehicles would be accelerating up and out of the driveway. It was discussed that passenger vehicles leaving the site could pose the greatest risk here since

drivers would not be able to see over the wall. The possibility of a semi-transparent wall here was suggested, and a 50% opacity was discussed to be reasonable. Mr. Norton was amenable to the condition.

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

1. Points B and D on Exhibit A were approved as submitted.
2. Point A on Exhibit A is approved with the requirement that the portion of the wall encroaching into the visibility triangle must have 50% opacity.

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

Board Member Ahlvin returned to the meeting.

ITEMS FROM PUBLIC: None.

ITEMS FROM BOARD: Board Members asked about the status of a replacement member once McCoy steps down. Staff Member Schrobilgen replied that he believed there has been an applicant, and the City Clerk's office is going through their process.

Chairperson McCoy inquired about a potential code violation at 1450 Loras Boulevard. Staff Member Schrobilgen said it's in the enforcement process.

Board Members asked about the signs, such as those on the fence for Docket 43-25, and if they're allowed. Staff Member Duba replied that it's a bit of a gray area because the property owner is not being paid to display the signs, although they are technically signs for businesses, so they function more like decorations in this instance.

ITEMS FROM STAFF: None.

ADJOURNMENT: Motion by McCoy, seconded by Ahlvin, to adjourn the November 20, 2025 Zoning Board of Adjustment meeting. Motion carried by the following vote: Aye – Ahlvin, Kosel, Mauss, Stierman and McCoy; Nay – None

The meeting adjourned at 6:10 p.m.

Respectfully submitted,



Shena Moon, Associate Planner

December 18, 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:

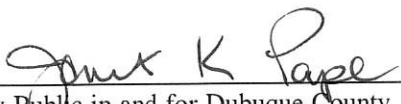
12/14/2025

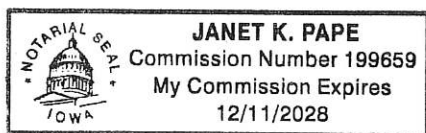
and for which the charge is 549.54



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

this 15th day of December, 2025


Notary Public in and for Dubuque County, Iowa.



EXCEPTIONS TO COUNCIL APPROVAL

CHECK # CHECK/PAYMENT DATE VENDOR NAME INVOICE AMOUNT
 INVOICE DESCRIPTION; 1016823 11/26/2025 ACCURATE ANALYTICAL
 TESTING \$ 592.00 Blanket PO - Lead Analysis Dust Wipes-LHH21;
 1016823 11/26/2025 ACCURATE ANALYTICAL TESTING 65.00 AAT Dust
 Wipes Testing 10.31.2025; 1016848 11/26/2025 ADVANTAGE SHEET
 METAL INC 2,174.00 SERVICE TO BUNKER -HEATING ISSUE; 1016812
 11/26/2025 AIRGAS USA LLC 2.79 Medical Oxygen for Ambulances;
 1016812 11/26/2025 AIRGAS USA LLC 8.37 Medical Oxygen for
 Ambulances; 1016812 11/26/2025 AIRGAS USA LLC 16.74 LF-Rent
 Cyl Large Acetylene, Argon, Oxygen 10/31/2; 1016849 11/26/2025
 A-L-L EQUIPMENT 653.20 SERVICE AIR COMPRESSORS; 519667
 11/26/2025 ALL STAR ENVIRONMENTAL LLC 387.50 621 Garfield
 Nuisance Clean Up; 1016844 11/26/2025 Allen Media Broadcasting
 Evansville, Inc. 750.00 Advertising; 1016844 11/26/2025 Allen
 Media Broadcasting Evansville, Inc. 270.00 Advertising; 519618
 11/26/2025 ALLIANT ENERGY 1,372.35 FY26 Electric Traffic &
 Street Lights; 519618 11/26/2025 ALLIANT ENERGY 402.36 FY 2026
 Energy Costs for Various Locations; 519618 11/26/2025 ALLIANT
 ENERGY 3,071.90 FY 2026 Energy Costs for Various Locations;
 519618 11/26/2025 ALLIANT ENERGY 74.89 FY26 Electric Traffic &
 Street Lights; 519618 11/26/2025 ALLIANT ENERGY 106.14 FY26
 Electric Traffic & Street Lights; 519618 11/26/2025 ALLIANT
 ENERGY 36.99 FY26 Electric Traffic & Street Lights; 519618
 11/26/2025 ALLIANT ENERGY 22.04 2820 Brunswick St.-Alliant
 Energy (City Owned); 519618 11/26/2025 ALLIANT ENERGY 399.52
 FY26 Electric Traffic & Street Lights; 519618 11/26/2025
 ALLIANT ENERGY 153.46 FY26 Electric Traffic & Street Lights;
 519618 11/26/2025 ALLIANT ENERGY 99.10 FY26 Electric Traffic &
 Street Lights; 519618 11/26/2025 ALLIANT ENERGY 27.15 FY26
 Electric Traffic & Street Lights; 519618 11/26/2025 ALLIANT
 ENERGY 68.18 FY26 Electric Traffic & Street Lights; 519618
 11/26/2025 ALLIANT ENERGY 25.06 FY26 Electric Traffic & Street
 Lights; 519618 11/26/2025 ALLIANT ENERGY 269.24 FY26 Electric
 Traffic & Street Lights; 519618 11/26/2025 ALLIANT ENERGY
 161.53 FY26 Electric Traffic & Street Lights; 519618
 11/26/2025 ALLIANT ENERGY 26.19 ELECTRIC BILLS FOR FY26;
 519618 11/26/2025 ALLIANT ENERGY 13,399.76 WRRRC Electrical
 Expense - FY26; 519618 11/26/2025 ALLIANT ENERGY 336.46 FY26
 1805 Central LA Electric; 1016773 11/26/2025 ALTORFER INC
 1,391.00 UNIT #3510 - ENGINE SERVICE, INSPECTION, PARTS;
 519672 11/26/2025 AT&T Mobility National Accounts, LLC
 1,407.88 IPHONES AND IPADS PARKS--SEPT 29-OCT 28, 2025; 519650
 11/26/2025 ATHENS TECHNICAL SPECIALISTS INC 1,451.78
 Calibration Service; 1016776 11/26/2025 AV FUEL 21,692.85
 Blanket Purchase Order - Aviation Fuel; 1016776 11/26/2025 AV
 FUEL 8,731.02 Blanket Purchase Order - Aviation Fuel; 1016768
 11/19/2025 BARD MATERIALS CENTRAL 1,950.55 CONCRETE- EPP
 PROJECT WITH PUBLIC WORKS; 1016768 11/19/2025 BARD MATERIALS
 CENTRAL 1,162.35 CONCRETE WORK FOR EMERGENCY WM BREAK REPAIR;
 1016768 11/19/2025 BARD MATERIALS CENTRAL 598.15 CONCRETE WORK
 DUE TO HYDRANT REPLACEMENT; 1016856 11/26/2025 BARD MATERIALS
 CENTRAL 598.15 Various Concrete Products; 1016856 11/26/2025
 BARD MATERIALS CENTRAL 865.23 Various Concrete Products;
 1016856 11/26/2025 BARD MATERIALS CENTRAL 764.20 Various
 Concrete Products; 1016856 11/26/2025 BARD MATERIALS CENTRAL
 805.71 Various Concrete Products; 1016856 11/26/2025 BARD
 MATERIALS CENTRAL 587.05 CONCRETE FOR BERGFELD POND TRAIL;

1016817 11/26/2025 BARKER FINANCIAL LLC 8,591.79 TIF Fall
 2025/FY26; 1016769 11/19/2025 BEST BEST & KRIEGER LLP 164.00
 Cell Tower Legal Services; 1016769 11/19/2025 BEST BEST &
 KRIEGER LLP 570.50 Cell Tower Legal Services; 1016774
 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 310.04 FY25 JOTC
 GAS UTILITIES; 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY
 CO 222.60 FY26 INTERMODAL GAS UTILITIES; 1016774 11/26/2025
 BLACK HILLS/IOWA GAS UTILITY CO 53.06 FY26 Gas Service for 300
 Main, Suite 330; 1016774 11/26/2025 BLACK HILLS/IOWA GAS
 UTILITY CO 203.10 FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS;
 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 36.15 821
 Garfield Ave. - Black Hills Energy (City Owned; 1016775
 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 24.64 2820
 Brunswick St.-Black Hills Energy (City Owned); 1016775
 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 22.49 2527
 Washington St (City Owned) Black Hills Energ; 1016774
 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 110.53 NATURAL GAS
 FOR FY26; 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO
 88.49 NATURAL GAS FOR FY26; 1016774 11/26/2025 BLACK
 HILLS/IOWA GAS UTILITY CO 80.47 NATURAL GAS FOR FY26; 1016774
 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 43.09 NATURAL GAS
 FOR FY26; 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO
 300.13 NATURAL GAS FOR FY26; 1016774 11/26/2025 BLACK
 HILLS/IOWA GAS UTILITY CO 49.76 Blanket Purchase Order -
 Monthly Gas Service; 1016774 11/26/2025 BLACK HILLS/IOWA GAS
 UTILITY CO 85.11 Blanket Purchase Order - Monthly Gas Service;
 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 117.77
 Blanket Purchase Order - Monthly Gas Service; 1016774
 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 91.79 Blanket
 Purchase Order - Monthly Gas Service; 1016774 11/26/2025 BLACK
 HILLS/IOWA GAS UTILITY CO 78.42 Blanket Purchase Order -
 Monthly Gas Service; 1016774 11/26/2025 BLACK HILLS/IOWA GAS
 UTILITY CO 138.43 Blanket Purchase Order - Monthly Gas
 Service; 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO
 147.10 Blanket Purchase Order - Monthly Gas Service; 1016774
 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 93.76 Blanket
 Purchase Order - Monthly Gas Service; 1016774 11/26/2025 BLACK
 HILLS/IOWA GAS UTILITY CO 51.09 FY2026 BLANKET PO - GAS COSTS;
 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 76.44
 FY2026 BLANKET PO - GAS COSTS; 1016774 11/26/2025 BLACK
 HILLS/IOWA GAS UTILITY CO 43.09 FY2026 BLANKET PO - GAS COSTS;
 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 76.44
 FY2026 BLANKET PO - GAS COSTS; 1016774 11/26/2025 BLACK
 HILLS/IOWA GAS UTILITY CO 77.28 514 Angella St - (City Owned)
 Black Hills Energy; 1016774 11/26/2025 BLACK HILLS/IOWA GAS
 UTILITY CO 219.34 FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS;
 1016774 11/26/2025 BLACK HILLS/IOWA GAS UTILITY CO 116.53
 FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS; 1016836 11/26/2025
 BluePath Finance FC IV LLC 1,385.84 UTILITY EXPENSE -
 ELECTRICITY; 1016771 11/19/2025 BOUND TO STAY BOUND BOOKS INC
 862.16 Children's books for Outreach - Bright Beginnings;
 1016815 11/26/2025 BRIAN S FELDOTT 149.80 MILEAGE
 REIMBURSEMENT; 1016772 11/19/2025 CAPITAL SANITARY 106.95
 Janitorial Supplies - JOTC building; 1016772 11/19/2025
 CAPITAL SANITARY 37.34 Janitorial supplies for Water
 Plant-BROWN TOWEL RO; 1016772 11/19/2025 CAPITAL SANITARY
 114.77 Janitorial Supplies; 1016858 11/26/2025 CAPITAL
 SANITARY 878.93 Bathroom toiletries for library restrooms;
 519630 11/26/2025 CARADCO LANDLORD LLC 65,312.22 TIF Fall
 2025/FY26; EXCEPTIONS TO COUNCIL APPROVAL; 1 of 5; CHECK #

CHECK/PAYMENT DATE VENDOR NAME INVOICE AMOUNT INVOICE
DESCRIPTION; 1016842 11/26/2025 Catalis Public Works & Citizen
Engagement,; LLC; 37,100.00 Catalis Subscription and
Professional Services_FY2; 260500010 11/17/2025 CENTURY LINK
86.14 FY26 CL Phone Charges; 260500011 11/19/2025 CENTURY LINK
205.90 FY26 CL Phone Charges; 1016811 11/26/2025 CHARLES M
MILLER 102.00 PerDiem for Charlie Miller IowACE 11-5 to
11-7-25; 1016811 11/26/2025 CHARLES M MILLER 58.80 Mileage
Reimbursement Charlie Miller 10-22-10-24-2; 1016833 11/26/2025
City of Dubuque 1,206.72 SD Grant-Edible Garden-Grand River
Center/OVG; 1016850 11/26/2025 CLAREY'S SAFETY EQUIPMENT INC
236.63 Various Haz Mat Equipment (Flow Regulator, tubing);
519679 11/26/2025 Coast to Coast Personal Transportation
359.00 Blanket Purchase Order - Lost Baggage Return; 1016839
11/26/2025 Connor Mosele 90.00 BASKETBALL REFEREE; 1016809
11/26/2025 CONSTELLATION NEW ENERGY GAS DIV 157.16 COD-Dubuque
City Garage: Kerper OCT 2025; 1016841 11/26/2025 Cooper Grams
180.00 BASKETBALL REFEREE; 1016777 11/26/2025 Cottingham &
Butler Inc 2,913.00 Ongoing consulting 10-1-2025 to 10-1-2026;
1016777 11/26/2025 Cottingham & Butler Inc 1,000.00 Job
Evaluation Retainer - Installment 7 of 11; 1016838 11/26/2025
CR Signs & Lighting, Inc 2,000.00 DBQ Billboard Advertising;
519663 11/26/2025 CURT'S SIGNATURE SIGN 1,600.00 Vinyl and
installation; 1016792 11/26/2025 DEBRA A SEARLES 42.00 SEPT -
OCTOBER MILEAGE FOR DEB SEARLES; 1016778 11/26/2025 DELTA
DENTAL OF IOWA 26,218.84 FY26 Delta Dental - December 2025;
1016840 11/26/2025 Derrick Johnson 90.00 BASKETBALL REFEREE;
519619 11/26/2025 DESMAN, INC 6,777.87 Iowa St. Parking Ramp
Major Maintenance Repairs; 1016827 11/26/2025 DEVIN M SWEENEY
115.00 WEFTEC - Chicago - 9/30/25-10/01/25; 519665 11/26/2025
DIETZ ENTERPRISES LLC 5,822.64 2025 concrete work in right of
way; 519644 11/26/2025 DUANE F ROLING 105.00 BASKETBALL
REFEREE; 519620 11/26/2025 DUBUQUE COMMUNITY SCHOOL DIST
738.32 Franchise Fee FY26; 519620 11/26/2025 DUBUQUE COMMUNITY
SCHOOL DIST 885.25 Franchise Fee FY26; 519621 11/26/2025
DUBUQUE COUNTY ABSTRACT & TITLE 550.00 Dubuque County Abstract
& Title; 519621 11/26/2025 DUBUQUE COUNTY ABSTRACT & TITLE
400.00 Dubuque County Abstract & Title; 519621 11/26/2025
DUBUQUE COUNTY ABSTRACT & TITLE 600.00 Dubuque County Abstract
& Title; 519621 11/26/2025 DUBUQUE COUNTY ABSTRACT & TITLE
500.00 Dubuque County Abstract & Title; 519621 11/26/2025
DUBUQUE COUNTY ABSTRACT & TITLE 600.00 Dubuque County Abstract
& Title; 519621 11/26/2025 DUBUQUE COUNTY ABSTRACT & TITLE
600.00 Dubuque County Abstract & Title; 519621 11/26/2025
DUBUQUE COUNTY ABSTRACT & TITLE 575.00 Dubuque County Abstract
& Title; 519621 11/26/2025 DUBUQUE COUNTY ABSTRACT & TITLE
225.00 Dubuque County Abstract & Title; 519621 11/26/2025
DUBUQUE COUNTY ABSTRACT & TITLE 135.00 Dubuque County Abstract
& Title; 519646 11/26/2025 DUBUQUE COUNTY E911 BOARD 93.51
FY26 Radio System Fee; 519646 11/26/2025 DUBUQUE COUNTY
E911 BOARD 93.51 1st Qtr AC 911 Access Fee; 519646 11/26/2025
DUBUQUE COUNTY E911 BOARD 93.51 1st Qtr AC 911 Access Fee;
519622 11/26/2025 DUBUQUE COUNTY RECORDER 22.00 Dubuque County
Recorder-CDBG (Blanket PO); 519686 11/26/2025 DUBUQUE DRAGON
BOAT ASSOCIATION 300.00 DRAGON BOAT DEP REFUND; 1016763
11/19/2025 DUBUQUE FIRE EQUIPMENT INC 1,507.50 ANNUAL FIRE
EXTINGUISHERS CERTIFICATION; 519687 11/26/2025 DUBUQUE FOOD
PANTRY 300.00 LAUNCH INTO SUMMER REFUND (17); 1016779
11/26/2025 DUBUQUE HOSE & HYDRAULICS 34.36 UNIT #3237 - WO
8061 - HOSE & CRIMP SOCKET; 1016779 11/26/2025 DUBUQUE HOSE &

HYDRAULICS 96.00 LF- Gloves Cut 2 Nitrile Gloves -XL; 519689
 11/26/2025 DUBUQUE JAYCEES 300.00 TOUR DE GIVE DEP REFUND;
 519688 11/26/2025 DUBUQUE JAYCEES 300.00 FIREWORKS/AIRSHOW DEP
 REF; 1016780 11/26/2025 DUBUQUE MAIN STREET LIMITED 5,000.00
 Dubuque Main Street Ltd__SWAP\City Funding to SWA; 519690
 11/26/2025 DUBUQUE PRIDE, INC. 300.00 PRIDE FESTIVAL DEP
 REFUND; 519651 11/26/2025 DUBUQUE SCREW PRODUCTS INC 9,943.56
 TIF Fall 2025/FY26; 519659 11/26/2025 DUPACO COMMUNITY CREDIT
 UNION 123,441.00 TIF Fall 2025/FY26; 1016805 11/26/2025
 EXPRESS EMPLOYMENT PROFESSIONALS 770.00 Express employee;
 1016805 11/26/2025 EXPRESS EMPLOYMENT PROFESSIONALS 153.30
 Temporary Administrative Assistant for HR; 519662 11/26/2025
 FACTUAL DATA 102.35 Factual Data- Blanket PO; 1016781
 11/26/2025 FARONICS TECHNOLOGIES USA INC 1,221.15 Deep Freeze
 for public PCs; 1016813 11/26/2025 FEHR-GRAHAM & ASSOCIATES
 LLC 1,221.00 Tamarack Sanitary Sewer Extension; 1016813
 11/26/2025 FEHR-GRAHAM & ASSOCIATES LLC 1,429.50 Tamarack
 Sanitary Sewer Extension; 1016813 11/26/2025 FEHR-GRAHAM &
 ASSOCIATES LLC 250.00 Tamarack Sanitary Sewer Extension;
 519623 11/26/2025 FINLEY HOSPITAL 7,728.83 Franchise Fee FY26;
 1016802 11/26/2025 FOTH INFRASTRUCTURE & ENVIRO LLC 57,792.69
 Relocate Taxiway A; 1016802 11/26/2025 FOTH INFRASTRUCTURE &
 ENVIRO LLC 63,351.67 Relocate Taxiway A; 1016802 11/26/2025
 FOTH INFRASTRUCTURE & ENVIRO LLC 1,846.61 Relocate Taxiway A;
 1016802 11/26/2025 FOTH INFRASTRUCTURE & ENVIRO LLC 47,491.55
 Relocate Taxiway A; 1016802 11/26/2025 FOTH INFRASTRUCTURE &
 ENVIRO LLC 2,277.26 Relocate Taxiway A; 1016802 11/26/2025
 FOTH INFRASTRUCTURE & ENVIRO LLC 11,521.00 Airfield Pavement
 Management Program Update; 1016782 11/26/2025 FOUR MOUNDS
 FOUNDATION 5,900.00 821 Garfield Ave. - Four Mounds
 Foundation- HEART; 1016810 11/26/2025 FRANKLIN INVESTMENTS LLC
 10,528.12 TIF Fall 2025/FY26; 519629 11/26/2025 FRED JACKSON
 TUCKPOINTING CO 641.00 Bluff Street Modillion Inspection;
 519674 11/26/2025 Gardens of Dubuque LLC 16,598.60 TIF Fall
 2025/FY26; 519691 11/26/2025 GARY J DUSTER 50.00 GRAFFITI
 NIGHTS DEP REFUND; 1016834 11/26/2025 Gavin Sarvis 270.00
 BASKETBALL REFEREE; 519624 11/26/2025 GEISLER BROTHERS COMPANY
 651.04 TIF Fall 2025/FY26; 519625 11/26/2025 GIESE
 MANUFACTURING CO INC 27,336.33 TIF Fall 2025/FY26; 519692
 11/26/2025 GRANDVIEW GALLOP, INC 300.00 GRANDVIEW GALLOP DEP
 REFUND; 519666 11/26/2025 GRAY MEDIA GROUP, INC 700.00
 Advertising; 519666 11/26/2025 GRAY MEDIA GROUP, INC 1,750.00
 Advertising; 519641 11/26/2025 GREEN INDUSTRIAL PROPERTIES LLC
 78,801.51 TIF Fall 2025/FY26; 519681 11/26/2025 GT Novelty LLC
 100,149.00 TIF Fall 2025/FY26; 1016790 11/26/2025 GUS N
 PSIHOYOS 1,840.29 GPsihoyos Travel Reimbursement Weftec;
 1016783 11/26/2025 HDR ENGINEERING INC 2,795.00 Sanitary Sewer
 Asset Mgmt Plan; 1016783 11/26/2025 HDR ENGINEERING INC
 21,593.03 Sanitary Sewer Asset Mgmt Plan; 1016783 11/26/2025
 HDR ENGINEERING INC 11,202.50 Sanitary Sewer Asset Mgmt Plan;
 1016852 11/26/2025 HEIAR BROTHERS FENCING INC 2.39 GATE LATCH
 FOR PICKLEBALL COURTS; 1016857 11/26/2025 HEIMAN INC 3,198.19
 Engine Pump Intake & Nozzle; 2 of 5; CHECK # CHECK/PAYMENT
 DATE VENDOR NAME INVOICE AMOUNT INVOICE DESCRIPTION; 519652
 11/26/2025 HJD LANDLORD LLC 133,148.97 TIF Fall 2025/FY26;
 1016784 11/26/2025 HODGE COMPANY 9,556.06 FY26 Data Center
 Rent and Expenses Nov; 519627 11/26/2025 HOLY FAMILY CATHOLIC
 SCHOOLS 90.61 Franchise Fee FY26; 519634 11/26/2025 HORMEL
 FOODS CORPORATION 130,701.51 TIF Fall 2025/FY26; 519693
 11/26/2025 HOSPICE OF DUBUQUE 50.00 TREE OF LIFE REFUND;

519649 11/26/2025 HOYNE LANDSCAPING & SNOW PLOWING 1,685.00
 Pulverized Soil- Picked up 10/17-11/03; 519669 11/26/2025
 INFOSEND INC 18,572.98 October Charges; 260500020 11/14/2025
 IOWA BEVERAGE SYSTEMS INC 125.75 Alcohol Purchases -
 Recreation; 519637 11/26/2025 IOWA COMMUNITIES ASSURANCE POOL
 750.00 FY26 Damage Claims; 519628 11/26/2025 IOWA ONE CALL
 54.40 Iowa One Call Utility Locates; 519680 11/26/2025 Iron
 Creek Group LLC 2,279.17 FY26 Rent for 300 Main, Suite 330;
 519680 11/26/2025 Iron Creek Group LLC 5,390.83 FY26
 Taxes/Insurance for 300 Main, Suite 330; 1016786 11/26/2025 J
 & R SUPPLY COMPANY 2,186.14 Street- Cones 11/05/25; 1016786
 11/26/2025 J & R SUPPLY COMPANY 1,344.00 4x4 Scourstop Mat;
 1016822 11/26/2025 JASON D DUBA 170.00 PerDiem for Jason Duba
 Iowa Cycling Instructor Sem; 1016831 11/26/2025 Jason D Lehman
 39.01 JDL Mileage 7/1/2025-9/30/2025; 1016837 11/26/2025
 Jeffrey R Manders 39,966.34 TIF Fall 2025/FY26; 519660
 11/26/2025 JHTD PLAZA LLC 4,834.97 TIF Fall 2025/FY26; 1016845
 11/26/2025 KEELEY RESTORATION SERVICES LLC 213,337.13 2025
 Repair and Maintenance Iowa Street Parking Ra; 1016818
 11/26/2025 KEN SAIKI DESIGN INC 36,013.75 COMISKEY PARK -PHASE
 2; 519645 11/26/2025 KENNETH J WELTER 90.00 BASKETBALL
 REFEREE; 1016801 11/26/2025 KEVIN C ESSER 102.00 Travel
 Reimbursement; 519626 11/26/2025 KIM A HERRIG 412.00 FY26
 Custodial Services for 300 Main, Suite 330; 519694 11/26/2025
 KIWANIS CLUB OF DUBUQUE FOUNDATION 300.00 KIWANIS KIDS DAY DEP
 REFUND; 519656 11/26/2025 KLAUER MANUFACTURING COMPANY
 53,511.83 TIF Fall 2025/FY26; 519676 11/26/2025 Korrin
 Schriver 20,060.16 FY2026 USDA Contractor
 Agreement_ReEvolution Farms; 519695 11/26/2025 KRONK DISC
 GOLF, LLC 50.00 KRONK GOLF DEP REFUND; 519685 11/26/2025 LA
 LEONA 400.00 DUPLICATE PAYMENT REFUND FOR FOOD LICENSE; 519631
 11/26/2025 LORAS COLLEGE 3,761.49 Franchise Fee FY26; 519631
 11/26/2025 LORAS COLLEGE 101.64 Franchise Fee FY26; 1016820
 11/26/2025 MACQUEEN EQUIPMENT GROUP (17.66) UNIT #2704 Plate
 6" Vacuum; 1016820 11/26/2025 MACQUEEN EQUIPMENT GROUP
 1,408.59 STOCK - RUBBISH; 1016764 11/19/2025 MAQUOKETA VALLEY
 ELECTRIC COOP 514.29 FY2026 BLANKET PO - ELECTRICITY COSTS;
 1016764 11/19/2025 MAQUOKETA VALLEY ELECTRIC COOP 255.14
 FY2026 BLANKET PO - ELECTRICITY COSTS; 1016851 11/26/2025
 MAQUOKETA VALLEY ELECTRIC COOP 1,876.12 Energy Costs; 1016851
 11/26/2025 MAQUOKETA VALLEY ELECTRIC COOP 80.00 Energy Costs;
 1016851 11/26/2025 MAQUOKETA VALLEY ELECTRIC COOP 87.70 Energy
 Costs; 1016851 11/26/2025 MAQUOKETA VALLEY ELECTRIC COOP 95.62
 Energy Costs; 1016764 11/19/2025 MAQUOKETA VALLEY ELECTRIC
 COOP 42.45 Blanket Purchase Order - Monthly Electric Service;
 1016764 11/19/2025 MAQUOKETA VALLEY ELECTRIC COOP 42.18
 Blanket Purchase Order - Monthly Electric Service; 1016764
 11/19/2025 MAQUOKETA VALLEY ELECTRIC COOP 548.99 Blanket
 Purchase Order - Monthly Electric Service; 1016764 11/19/2025
 MAQUOKETA VALLEY ELECTRIC COOP 97.10 Blanket Purchase Order -
 Monthly Electric Service; 1016851 11/26/2025 MAQUOKETA VALLEY
 ELECTRIC COOP 540.33 FY2026 BLANKET PO - ELECTRICITY COSTS;
 1016851 11/26/2025 MAQUOKETA VALLEY ELECTRIC COOP 2,439.12
 Blanket Purchase Order - Monthly Electric Service; 1016851
 11/26/2025 MAQUOKETA VALLEY ELECTRIC COOP 101.40 Electrical
 Svc - Airport Lift Station - FY26; 1016851 11/26/2025
 MAQUOKETA VALLEY ELECTRIC COOP 62.60 FY26 Electric Traffic &
 Street Lights; 1016851 11/26/2025 MAQUOKETA VALLEY ELECTRIC
 COOP 75.37 FY26 Electric Traffic & Street Lights; 1016851
 11/26/2025 MAQUOKETA VALLEY ELECTRIC COOP 44.68 FY26 Electric

Traffic & Street Lights; 1016851 11/26/2025 MAQUOKETA VALLEY
 ELECTRIC COOP 48.59 FY26 Electric Traffic & Street Lights;
 1016851 11/26/2025 MAQUOKETA VALLEY ELECTRIC COOP 61.09 FY26
 Electric Traffic & Street Lights; 1016851 11/26/2025 MAQUOKETA
 VALLEY ELECTRIC COOP 57.60 FY26 Electric Traffic & Street
 Lights; 1016851 11/26/2025 MAQUOKETA VALLEY ELECTRIC COOP
 53.50 FY26 Electric Traffic & Street Lights; 1016851
 11/26/2025 MAQUOKETA VALLEY ELECTRIC COOP 370.05 FY26 Electric
 Traffic & Street Lights; 1016851 11/26/2025 MAQUOKETA VALLEY
 ELECTRIC COOP 57.16 FY26 Electric Traffic & Street Lights;
 1016851 11/26/2025 MAQUOKETA VALLEY ELECTRIC COOP 94.43 FY26
 Electric Traffic & Street Lights; 519661 11/26/2025 MARQUETTE
 HALL LLC 4,548.48 TIF Fall 2025/FY26; 519683 11/26/2025
 Matthew Kalcevich 109.55 MILEAGE REIMBURSEMENT; 519633
 11/26/2025 MEDICAL ASSOCIATES CLINIC PC 1,272.00 pre-employ
 screening, phys, vaccine, drug/alcohol; 1016825 11/26/2025
 MEDLINE INDUSTRIES, LP 182,157.19 TIF Fall 2025/FY26; 519671
 11/26/2025 MET X LLC 89,796.06 TIF Fall 2025/FY26; 1016798
 11/26/2025 MICHAEL C VAN MILLIGEN 415.80 9/17 MVM_TR_ILC
 Annual Conf_Des Moines; 1016816 11/26/2025 MICHAEL J REINERT
 112.00 MILEAGE FOR MIKE REINERT; 519654 11/26/2025 MICHAEL K
 SCHMIDT 50,000.00 Yearly Debt Payment for Bowling & Beyond;
 519696 11/26/2025 MICHAEL W OGLESBY FOUNDATION INC 300.00 FAJ
 DEPOSIT REFUND (52); 1016826 11/26/2025 MILLER COMPANIES LLC
 15,668.09 TIF Fall 2025/FY26; 1016846 11/26/2025 MK PROPERTIES
 LLC 1,350.00 1430 1/2 Iowa St. - TBRA - M. Blok App #2530;
 519658 11/26/2025 MOLO PETROLEUM LLC 304.10 Landfill fluids-
 Mobil SHC 629 5 gal 06/19/25; 519658 11/26/2025 MOLO PETROLEUM
 LLC 1,692.30 Landfill fluids- Guardol Bulk and 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; 519677 11/26/2025 Ned
 Oberbroeckling 1,554.42 TIF Fall 2025/FY26; 1016806 11/26/2025
 NETWORK COMPUTER SOLUTIONS 2,006.25 October 30th Service;
 1016847 11/26/2025 Nolan 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; 3 of 5; CHECK # CHECK/PAYMENT DATE VENDOR NAME INVOICE
 AMOUNT INVOICE DESCRIPTION; 1016785 11/26/2025 ORIGIN DESIGN
 CO 6,988.50 Task order 35-1; 1016785 11/26/2025 ORIGIN DESIGN
 CO 10,229.70 Task order 35-1; 519636 11/26/2025 ORKIN LLC
 300.00 PEST CONTROL JOTC - Odd Job; 1016807 11/26/2025
 OVERDRIVE INC 137.98 Downloadable Ebooks and EAudio for Adult
 Collectio; 1016807 11/26/2025 OVERDRIVE INC 482.78
 Downloadable Ebooks and EAudio for Adult Collectio; 1016807
 11/26/2025 OVERDRIVE INC 1,444.19 Downloadable Ebooks and
 EAudio for Adult Collectio; 1016799 11/26/2025 PATRICIA L
 GLEASON 327.00 IMFOA BOARD MTG 8/8/25; 1016835 11/26/2025
 Patrick Quarnstrom 120.00 BASKETBALL REFEREE; 1016832
 11/26/2025 Pitney Bowes Bank Inc Reserve Account 254.43
 Postage Meter Rental October through December 2025; 519639

11/26/2025 PRAIRIE FARMS 11,065.71 TIF Fall 2025/FY26; 519648
 11/26/2025 QUEEN B RADIO WISCONSIN INC 306.00 Advertising;
 519648 11/26/2025 QUEEN B RADIO WISCONSIN INC 300.00
 Advertising; 1016791 11/26/2025 RACOM CORPORATION 780.00 RADIO
 FOR NEW CHIPPER TRUCK; 1016830 11/26/2025 RaDD Network
 Solutions, Inc. 4,869.05 Splice Capsules for fiber vaults;
 519670 11/26/2025 RAM SERVICES LLC 1,045.00 2085 Sunnyview
 Radon Mitigation; 519657 11/26/2025 RITE HITE 70,879.43 TIF
 Fall 2025/FY26; 519632 11/26/2025 ROASTING SOLUTIONS LLC
 35,072.62 TIF Fall 2025/FY26; 1016819 11/26/2025 ROBERT G
 WRIGHT JR 5,600.00 806 Lowell Construction HH22 11.17.2025;
 519699 11/26/2025 ROBYN KAPPAROS 50.00 cars and coffee deposit
 refund (22); 1016824 11/26/2025 ROSHEK PROPERTY LLC 195,602.85
 TIF Fall 2025/FY26; 260500018 11/21/2025 RXBENEFITS INC
 99,513.73 FY26 Prescription Admin & Claims-9/13 to 11/7/25;
 519647 11/26/2025 SAFEGUARD BUSINESS SYSTEMS INC 1,160.00
 CSP-L T-shirts; 519647 11/26/2025 SAFEGUARD BUSINESS SYSTEMS
 INC 365.05 Art Postcards FY 26; 519647 11/26/2025 SAFEGUARD
 BUSINESS SYSTEMS INC 348.35 Art Postcards FY 26; 519682
 11/26/2025 Sandra Fowler 15,000.00 Dept Mgr for Housing-Fowler
 Consulting; 1016828 11/26/2025 Save On SP, LLC 2,752.71
 Savings on specialty drugs - October 2025; 519638 11/26/2025
 SCHMALZ PRECAST CONCRETE MFG 685.00 Storm Sewer- City Squares;
 519684 11/26/2025 Scott Brachman 360.00 Travel Reimbursement;
 519673 11/26/2025 Shawn Stoffel 102.00 Travel Reimbursement;
 260500021 11/19/2025 SID'S 164.00 Bunker Hill Alcohol; 519668
 11/26/2025 SIMMONS PET FOOD INC 240,090.31 TIF Fall 2025/FY26;
 260500022 11/24/2025 SISCO 240.00 FY26 Short Term Disability
 Insurance Premium; 1016793 11/26/2025 SPAHN & ROSE LUMBER
 64,075.96 TIF Fall 2025/FY26; 1016829 11/26/2025 SPECIAL
 MARKETS INSURANCE CONSULTAN 1,201.78 AMERICORPS MEMBER HEALTH
 INSURANCE- OCTOBER; 519678 11/26/2025 Springshare LLC 303.45
 SMS fees for library notices; 519675 11/26/2025 State of Iowa
 Dept of Inspections and; Appeals; 40.00 ANNUAL BOILER
 INSPECTION- POD MARINA; 1016794 11/26/2025 STRAND ASSOCIATES
 INC 11,849.56 Schmitt Island Sanitary Project; 1016794
 11/26/2025 STRAND ASSOCIATES INC 15,243.40 Granger Creek
 Pumping Station Design; 1016794 11/26/2025 STRAND ASSOCIATES
 INC 14,322.27 Granger Creek Pumping Station Design; 1016794
 11/26/2025 STRAND ASSOCIATES INC 64,342.98 Old Mill Rd Pumping
 Station; 1016794 11/26/2025 STRAND ASSOCIATES INC 51,777.88
 Old Mill Rd Pumping Station; 1016794 11/26/2025 STRAND
 ASSOCIATES INC 52,913.37 Old Mill Rd Pumping Station; 1016854
 11/26/2025 SWANK MOTION PICTURES INC 1,267.00 Movie Licensing
 for Youth; 1016843 11/26/2025 Switch Development, LLC
 12,599.53 TIF Fall 2025/FY26; 1016765 11/19/2025 TELEGRAPH
 HERALD 447.81 Publication Expenses; 1016855 11/26/2025
 TELEGRAPH HERALD 1,983.51 Publication Expenses; 1016855
 11/26/2025 TELEGRAPH HERALD 3,041.48 Publication Expenses;
 1016855 11/26/2025 TELEGRAPH HERALD 102.20 Publication
 Expenses; 1016766 11/19/2025 TERMINAL SUPPLY 515.67 SHOP - Bin
 Supplies 10/28/2025; 1016795 11/26/2025 TERRACON CONSULTANTS
 INC 6,033.75 Catfish Creek Interceptor Middle Fork Phase 3;
 1016795 11/26/2025 TERRACON CONSULTANTS INC 9,812.50 Terracon
 BB Pump Consulting Services; 1016795 11/26/2025 TERRACON
 CONSULTANTS INC 45,930.00 Catfish Creek Interceptor South Fork
 Phase 4; 519700 11/26/2025 TERRY L MOZENA 300.00 DANCE YOUR
 BLUFF OFF DEP REF; 1016804 11/26/2025 THE FISCHER COMPANIES
 4,745.58 TIF Fall 2025/FY26; 1016788 11/26/2025 THE LOCKSMITH
 EXPRESS 200.00 MSC Floodwall- keys for Floodwall; 519655

11/26/2025 THE METRIX COMPANY 195.24 Franchise Fee FY26;
 1016800 11/26/2025 THOMAS J KIEFER 90.00 BASKETBALL REFEREE;
 519664 11/26/2025 THREE AMIGOS LLC 6,190.89 TIF Fall
 2025/FY26; 1016787 11/26/2025 TIMOTHY A LINK 337.35 T Link per
 diem for CPO conf Cedar Rapids 11/4/25; 1016821 11/26/2025
 TIMOTHY J LAWLER 85.00 TLawler Travel APWA IL Traffic Tech II
 Cert; 1016808 11/26/2025 TODD M. SIEVERDING 102.00 Travel
 Reimbursement; 1016814 11/26/2025 TRAVIS F SMITH 8,118.50 FY26
 Lawn Mowing Services; 260500026 11/21/2025 TREASURER STATE OF
 IOWA 25,011.16 Metro Sales Tax FY26; 260500023 11/21/2025
 TREASURER STATE OF IOWA 60,897.43 Utility Billing Sales Tax
 FY26; 260500024 11/21/2025 TREASURER STATE OF IOWA 67,331.92
 Utility Billing Sales Tax FY26; 260500025 11/21/2025 TREASURER
 STATE OF IOWA 1,999.99 Parks and Recreation & Library Sales
 Tax FY26; 1016796 11/26/2025 TRICON CONSTRUCTION GROUP
 253,478.80 Granger Creek Lift Station Improvements; 1016770
 11/19/2025 TRI-STATE PORTA POTTY INC 990.00 Rental of units
 for Landfill and Streets (Balance); 1016770 11/19/2025
 TRI-STATE PORTA POTTY INC 1,565.00 PORT-A-POTTIES OCT-NOV
 2025; 1016767 11/19/2025 TRUCK COUNTRY OF IOWA INC 465.43 UNIT
 #3411 - SPEEDOMETER SERVICE; 1016767 11/19/2025 TRUCK COUNTRY
 OF IOWA INC 38.87 UNIT #3451 - SENDER/SENSOR-FLUID LEVEL,
 COOL; 519653 11/26/2025 TRUGREEN LIMITED PARTNERSHIP 51.81
 FY26 Fed Bldg Lawn; 1016797 11/26/2025 TURPIN DODGE OF DUBUQUE
 LLC 497.25 UNIT #1702 - WO 7931 - MUFFLER; 519701 11/26/2025
 UNITED WAY OF DUBUQUE AREA TRI-STATES 300.00 OVER THE EDGE
 DEP. REFUND; 519640 11/26/2025 UNIVERSITY OF DUBUQUE 434.67
 Franchise Fee FY26; 519640 11/26/2025 UNIVERSITY OF DUBUQUE
 7,904.44 Franchise Fee FY26; 519642 11/26/2025 VERIZON
 WIRELESS SERVICES LLC 324.26 Fixed Route Rangers Data; 519642
 11/26/2025 VERIZON WIRELESS SERVICES LLC 111.55 Fixed Route
 Signs Data; 1016803 11/26/2025 Vestis Group Inc (f/k/a
 Aramark) 131.97 Linens, tablecloths, cleaning cloths; 519702
 11/26/2025 VETERANS FREEDOM CENTER, INC 300.00 MEMORIAL DAY
 PARADE DEP REFUND; 519643 11/26/2025 WALTER DEVELOPMENT LLC
 164,543.49 TIF Fall 2025/FY26; 4 of 5; CHECK # CHECK/PAYMENT
 DATE VENDOR NAME INVOICE AMOUNT INVOICE DESCRIPTION; \$
 3,583,233.79
 It 12/14

STATE OF IOWA
DUBUQUE COUNTY

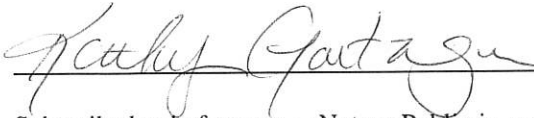
SS:

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:

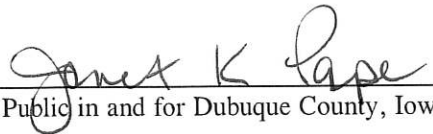
12/14/2025

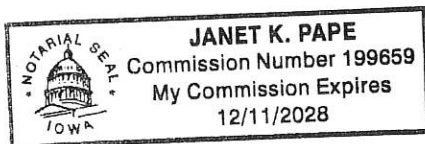
and for which the charge is 619.62



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

this 15th day of December, 2025


Notary Public in and for Dubuque County, Iowa.



COUNCIL APPROVAL

VENDOR NAME NET AMOUNT INVOICE DESCRIPTION; 1ST AYD CORP \$
229.67 Janitorial Supplies - JOTC Garage; A-1 CRANE RENTAL &
MACHINERY MOVING 920.00 Crane Svc for the WRRRC - FY26; ADDOCO
INC 320.00 MULCH FOR GREENHOUSE AREAS; ADDOCO INC 1,280.00
MULCH FOR GREENHOUSE AREAS; Addy Schober 177.60 FY26
RECREATION CLASS INSTRUCTOR; ADVANCE DESIGNS 503.22 Garage
uniforms 11/17/25; AECOM TECHNICAL SERVICES INC 45,190.26 B2E2
(705) RAISE Planning Grant Design Services; AIRGAS USA LLC
2.79 Liquid Oxygen for the WRRRC - FY26; AIRGAS USA LLC
2,509.64 Liquid Oxygen for the WRRRC - FY26; AIRGAS USA LLC
3,515.16 Liquid Oxygen for the WRRRC - FY26; AIRGAS USA LLC
2,599.90 Tank & Vaporizer Rental - FY26; AIRGAS USA LLC
3,066.26 Liquid Oxygen for the WRRRC - FY26; AIRGAS USA LLC
3,303.83 Liquid Oxygen for the WRRRC - FY26; AIRGAS USA LLC
1,811.44 Liquid Oxygen for the WRRRC - FY26; AIRGAS USA LLC
3,382.56 Liquid Oxygen for the WRRRC - FY26; AIRGAS USA LLC
6.38 Medical Oxygen for Ambulances; AIRGAS USA LLC 3,255.48
Liquid Oxygen for the WRRRC - FY26; AIRGAS USA LLC 2,024.84
Liquid Oxygen for the WRRRC - FY26; AIRGAS USA LLC 3,453.69
Liquid Oxygen for the WRRRC - FY26; AIRGAS USA LLC 3,266.54
Liquid Oxygen for the WRRRC - FY26; AIRGAS USA LLC 13.37
Medical Oxygen for Ambulances; AIRGAS USA LLC 3,155.35 Liquid
Oxygen for the WRRRC - FY26; AIRGAS USA LLC 3,329.38 Liquid
Oxygen for the WRRRC - FY26; AIRGAS USA LLC 1,843.91 Liquid
Oxygen for the WRRRC - FY26; AIRGAS USA LLC 2,816.96 Liquid
Oxygen for the WRRRC - FY26; AIRGAS USA LLC 2,874.62 FY2026
BLANKET PO - CO2 FOR WATER TREATMENT PROCES; AIRGAS USA LLC
40.72 Medical Oxygen for Ambulances; AIRGAS USA LLC 3,440.57
Liquid Oxygen for the WRRRC - FY26; AIRGAS USA LLC 3,245.13
Liquid Oxygen for the WRRRC - FY26; ALAN J STOLTZ 90.00
BASKETBALL REFEREE; Alex Air Apparatus 2 LLC 3,650.00 EV
Response Training; ALLIANT ENERGY 188.92 ELECTRIC BILLS FOR
FY26; ALLIANT ENERGY 3,291.40 ELECTRIC BILLS FOR FY26; ALLIANT
ENERGY 149.88 FY26 Electric Traffic & Street Lights; ALLIANT
ENERGY 87.68 ELECTRIC BILLS FOR FY26; ALLIANT ENERGY 5,258.58
FY26 350 W 6th Electricity; ALLIANT ENERGY 30.01 FY26 Electric
Traffic & Street Lights; ALLIANT ENERGY 198.08 ELECTRIC BILLS
FOR FY26; ALLIANT ENERGY 1,195.07 FY26 Electric Traffic &
Street Lights; ALLIANT ENERGY 74.06 ELECTRIC BILLS FOR FY26;
ALLIANT ENERGY 568.40 ELECTRIC BILLS FOR FY26; ALLIANT ENERGY
500.18 FY26 1805 Central LB Electric; ALLIANT ENERGY 855.60
FY26 535 E 16th; ALLIANT ENERGY 88.27 ELECTRIC BILLS FOR FY26;
ALLIANT ENERGY 1,680.70 FY26 1157 Central MFC Electricity;
ALLIANT ENERGY 3,576.46 FY 26 City Hall Electricity; ALLIANT
ENERGY 10,716.83 WRRRC Electrical Expense - FY26; ALLIANT
ENERGY 101.18 FY26 W 5th Restroom Electricity; ALLIANT ENERGY
68.28 FY26 Electric Traffic & Street Lights; ALLIANT ENERGY
175.09 FY26 Electric Traffic & Street Lights; ALLIANT ENERGY
46,128.22 FY26 Electric Traffic & Street Lights; ALLIANT
ENERGY 1,336.99 ELECTRIC BILLS FOR FY26; ALLIANT ENERGY
2,725.14 ELECTRIC BILLS FOR FY26; ALLIANT ENERGY 17,345.72
WRRRC Lift Stations - Electricity Expense FY26; ALTORFER INC
516.00 EQUIPMENT RENTAL; Amazon Capital Services, Inc. 98.87
Supplies for programs, patrons, and maintenance; Amazon
Capital Services, Inc. 22.58 Supplies for programs, patrons,
and maintenance; COUNCIL APPROVAL; 1 of 8; VENDOR NAME NET
AMOUNT INVOICE DESCRIPTION; Amazon Capital Services, Inc.

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

266.90 Rugs/Towels for the WRRC-FY26; CINTAS CORP 53.86
 Various Maintenance - FY26; CINTAS CORP 226.36 FY2026 BLANKET
 PO - UNIFORMS; CINTAS CORP 184.17 Mats, Cloths, shop towels
 JOTC FY26; CINTAS CORP 496.49 Rugs/Towels for the WRRC-FY26;
 CINTAS CORP 426.00 Various Maintenance - FY26; CINTAS CORP
 209.79 FY2026 BLANKET PO - UNIFORMS; CINTAS CORP 46.27 Floor
 Mat Service; CINTAS CORP 92.74 Floor Mat Service; 2 of 8;
 VENDOR NAME NET AMOUNT INVOICE DESCRIPTION; CINTAS CORP 20.01
 Various Maintenance - FY26; CINTAS CORP 53.86 Various
 Maintenance - FY26; CINTAS CORP 207.85 FY2026 BLANKET PO -
 UNIFORMS; CINTAS CORP 55.96 Floor Mat Service; CINTAS CORP
 262.48 Various Maintenance - FY26; CINTAS CORP 226.36 FY2026
 BLANKET PO - UNIFORMS; CINTAS CORP 209.79 FY2026 BLANKET PO -
 UNIFORMS; CINTAS CORP 705.36 Rugs/Towels for the WRRC-FY26;
 CINTAS FIRST AID & SAFETY 20.01 FY2026 First Aid Supplies;
 CINTAS FIRST AID & SAFETY 23.32 Replenish Safety Supplies
 Garage; CINTAS FIRST AID & SAFETY 141.36 First Aid
 Supplies-WRRC - FY26; CINTAS FIRST AID & SAFETY 177.37 FY2026
 First Aid Supplies; CINTAS FIRST AID & SAFETY 53.25 FY2026
 BLANKET PO - FIRST AID SUPPLIES; CINTAS FIRST AID & SAFETY
 124.50 FIRST AIDE CABINET RESTOCKED; CLARKE UNIVERSITY 336.70
 Franchise Fee FY26; CLARKE UNIVERSITY 2,632.71 Franchise Fee
 FY26; CLEVELAND GOLF 1,016.40 PRO SHOP ITEMS; CLEVELAND GOLF
 681.30 PRO SHOP ITEMS; CLEVELAND GOLF 713.88 PRO SHOP ITEMS;
 CLEVELAND GOLF 101.64 PRO SHOP ITEMS; COHESIVE KNOWLEDGE
 SOLUTIONS 12,500.00 Microsoft 365 Tech training; COLTS YOUTH
 ORGANIZATION 50.00 COLTS MUSIC DEP REDUND; COMMAND SECURITY
 SOLUTIONS 168.25 LF- Alarm Monitoring 09/17/25; COMMAND
 SECURITY SOLUTIONS 299.45 LF- Alarm Monitoring 09/17/25;
 COMMUNICATIONS ENGINEERING CO 47,684.84 Switches replacement
 for WRRC; COMMUNITY FOUNDATION OF GREATER DUBUQUE 300.00 GREAT
 GIVE DAY DEPOSIT REFUND; COMMUNITY FOUNDATION OF GREATER
 DUBUQUE 300.00 ENVISION 2030 DEP REFUND; CONSTELLATION NEW
 ENERGY GAS DIV 454.10 COD-Dubuque City Garage: Kerper SEPT
 2025; CONSTELLATION NEW ENERGY GAS DIV 164.35 City Of Dubuque
 - C&I 2401 Central Ave 09/2025; CONSTELLATION NEW ENERGY GAS
 DIV 69.58 Natural Gas City Hall; Cornerstone Nursery 2,700.00
 TREE PLANTING; Cottingham & Butler Inc 2,917.00 Ongoing
 consulting 10-1-2025 to 10-1-2026; CRESCENT COMMUNITY HEALTH
 CENTER 300.00 CCHC STEPPIN IT UP DEP REFUND; DATA AXLE 692.00
 Polk City Directory - Dubuque Area; DEERE & COMPANY 18,800.91
 NEW GATOR FOR PARKS W/TRADE IN; Derrick Johnson 180.00
 BASKETBALL REFEREE; DIAMOND JO CASINO 300.00 DJO COMPANY
 PICNIC DEP REFUND; DITTMER RECYCLING INC 476.46 Landfill Fees
 - 20 yrd/2 yrd - FY26; DUANE F ROLING 105.00 BASKETBALL
 REFEREE; DUBUQUE ARBORETUM AND BOTANICAL GARDENS 300.00 BACK
 TO SCHOOL PICNIC; DUBUQUE ARBORETUM AND BOTANICAL GARDENS
 300.00 MUSIC IN GARDENS DEP REFUND; DUBUQUE AREA CHAMBER OF
 COMMERCE 25.00 Tri-State Mayors Breakfast; DUBUQUE COMMUNITY
 SCHOOL DIST 4,224.06 Franchise Fee FY26; DUBUQUE COUNTY
 ABSTRACT & TITLE 135.00 Dubuque County Abstract & Title;
 DUBUQUE COUNTY ABSTRACT & TITLE 500.00 Dubuque County Abstract
 & Title; DUBUQUE COUNTY ABSTRACT & TITLE 600.00 Dubuque County
 Abstract & Title; DUBUQUE COUNTY E911 BOARD 187.02 EDAS Access
 Fees - 2nd Qtr FY26; DUBUQUE COUNTY E911 BOARD 3,459.87 Access
 Fees E911 Transit Q2 FY26; DUBUQUE COUNTY HISTORICAL SOCIETY
 230.92 Franchise Fee FY26; DUBUQUE COUNTY RECORDER 17.00 2022
 Recorder Fee - Four Mounds; DUBUQUE COUNTY RECORDER 29.00
 Outstanding Recording Fees; DUBUQUE COUNTY RECORDER 77.00
 BRIARWOOD HOMEOWNERS ASSOC-RESOLUTION; DUBUQUE COUNTY RECORDER

5.00 ACE CONSTRUCTION EASEMENT FEE; DUBUQUE COUNTY SHERIFF
 4,846.11 DDTF Oct25 Shared Expenses; DUBUQUE COUNTY SHERIFF
 222.48 Dubuque County Sheriff MediaCom Jul-Sept25; DUBUQUE
 COUNTY SHERIFF 22,900.39 Oct2025 Monthly Expenses; DUBUQUE
 HOSE & HYDRAULICS 18.72 Unit #3207 - Hose Splicer; DUBUQUE
 HOSE & HYDRAULICS 88.13 Unit #2703 - Heater Hose; DUBUQUE HOSE
 & HYDRAULICS 0.68 Unit #4009 - O-Ring; DUBUQUE HOSE &
 HYDRAULICS 51.23 Unit #2697 - Bit; 3 of 8; VENDOR NAME NET
 AMOUNT INVOICE DESCRIPTION; DUBUQUE HOSE & HYDRAULICS 52.06
 Shop Use/Building; DUBUQUE HOSE & HYDRAULICS 93.53 Shop
 Use/Building 11/17/25; DUBUQUE HOSE & HYDRAULICS 373.26 STOCK
 - 11/18/25; DUBUQUE MAIN STREET 300.00 ALL THAT JAZZ DEP
 REFUND; DUBUQUE MAIN STREET 300.00 FOOD FESTIVAL FRIDAY DEP
 REFUND; DUBUQUE MULCH COMPANY 320.00 TOP SOIL FOR STUMP
 BACKFILL; DUBUQUE RACING ASSOCIATION LTD 9.90 DRA Board Mtg
 Luncheons-October 2025; DUBUQUE SIGN COMPANY 90.00 PAVILION
 RULES SIGNS; DUBUQUE VISITING NURSE ASSOCIATION 116.62
 Visiting Nurse Assoc. Healthy Homes Grant Oct. 202; ELLA ROSE
 LINK 45.00 Gas from Academy for new officers; ELLIOTT
 EQUIPMENT COMPANY 1,733.55 UNIT# 4002 - Shaft Tensioner;
 EMPHASYS COMPUTER SOLUTIONS INC 4,066.53 Emphasys S3D -
 Maintenance & Tech support; ENVIRONMENTAL MANAGMNT SERV OF
 IOWA 1,265.00 EAGLE POINT WATER TOWER ASBESTOS REMOVAL;
 ETALYC, Inc. 5,000.00 Hyperflow Program - STIC; EUROFINS ENV
 TESTING NORTH CENTRAL 289.64 Lab Fees for FY26 (remainder);
 EUROFINS ENV TESTING NORTH CENTRAL 2,844.80 Lab Fees for FY26
 (remainder); EUROFINS ENV TESTING NORTH CENTRAL 3,727.55 Lab
 Fees for FY26 (remainder); EUROFINS ENV TESTING NORTH CENTRAL
 148.40 Lab Fees for FY26 (remainder); EUROFINS ENV TESTING
 NORTH CENTRAL 212.60 Lab Fees for FY26 (remainder); EUROFINS
 ENV TESTING NORTH CENTRAL 148.40 Lab Fees for FY26
 (remainder); EUROFINS ENV TESTING NORTH CENTRAL 620.60 Lab
 Fees for FY26 (remainder); EUROFINS ENV TESTING NORTH CENTRAL
 212.60 Lab Fees for FY26 (remainder); EUROFINS ENV TESTING
 NORTH CENTRAL 212.60 Lab Fees for FY26 (remainder); EUROFINS
 ENV TESTING NORTH CENTRAL 169.80 Lab Fees for FY26
 (remainder); EUROFINS ENV TESTING NORTH CENTRAL 330.30 Lab
 Fees for FY26 (remainder); EUROFINS ENV TESTING NORTH CENTRAL
 212.60 Lab Fees for FY26 (remainder); EUROFINS ENV TESTING
 NORTH CENTRAL 298.20 Lab Fees for FY26 (remainder); EUROFINS
 ENV TESTING NORTH CENTRAL 212.60 Lab Fees for FY26
 (remainder); EUROFINS ENV TESTING NORTH CENTRAL 212.60 Lab
 Fees for FY26 (remainder); Evora Energy LLC 290,571.35 Fuel
 Island Demo & Construction; Evora Energy LLC 204,348.25 Fuel
 Island Demo & Construction; EXPRESS EMPLOYMENT PROFESSIONALS
 613.09 Dispatcher Temp Services; EXPRESS EMPLOYMENT
 PROFESSIONALS 566.69 Dispatcher Temp Services; EXPRESS
 EMPLOYMENT PROFESSIONALS 315.00 Charge for Custodian - Phyllis
 Arensdorf; FEDEX 25.56 Fed X Shipping Fee-Water Bottle Sample
 - Lead; FEDEX 19.35 Fed X Shipping Fee-Water Bottle Sample -
 Lead; FERGUSON WATER WORKS SUPPLY #2516 11,755.80 METERS FOR
 METER STOCK; FUNDERS NETWORK 2,500.00 TFN Membership Renewal
 2026; Gavin Sarvis 90.00 BASKETBALL REFEREE; GEISLER BROTHERS
 COMPANY 4,070.00 3rd and Main Chamber Patio Exterior
 Waterproofing; GENUINE PARTS COMPANY INC 215.00 LF-Jump
 Starter Pack; GENUINE PARTS COMPANY INC 12.34 LF-Mechanics
 Wire; GENUINE PARTS COMPANY INC 248.86 Stock Filters 11/12/25;
 GENUINE PARTS COMPANY INC 86.02 Stock Filters 11/12/25;
 GENUINE PARTS COMPANY INC 243.03 UNIT #3410 - WO8129 - SENSOR;
 GENUINE PARTS COMPANY INC 228.96 STOCK FILTERS 11/17/25;

GENUINE PARTS COMPANY INC 60.45 LF-Air Filter (repair parts);
 GENUINE PARTS COMPANY INC 196.19 Stock Filters 11/18/25;
 GENUINE PARTS COMPANY INC 178.34 STOCK FILTERS 11/20/25;
 GILLIG LLC 441.25 STOCK GILLIG 11/12/2025; GOODYEAR TIRE &
 RUBBER 2,607.24 Goodyear Tires September 25; GOODYEAR TIRE &
 RUBBER 949.91 Goodyear Tires Damaged Tires; GRAYMONT WESTERN
 LIME INC 5,503.52 FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME;
 GRAYMONT WESTERN LIME INC 5,535.32 FY2026 BLANKET PO - HIGH
 CALCIUM QUICKLIME; GRAYMONT WESTERN LIME INC 5,620.12 FY2026
 BLANKET PO - HIGH CALCIUM QUICKLIME; GRAYMONT WESTERN LIME INC
 5,484.44 FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME; GRP &
 ASSOCIATES INC 133.00 LF- Large Medical Waste Boxes 11/17/25;
 HANLEY AUTO BODY INC 1,659.00 UNIT#2619 - REPAIR ROOF; Hawkeye
 Area Community Action Program Inc. 4,957.37 FY2026 HACAP
 Agreement; HAYLEIGH CULBERTSON 280.00 2025 FALL AFTER SCHOOL
 BASKETBALL COACH; 4 of 8; VENDOR NAME NET AMOUNT INVOICE
 DESCRIPTION; HD SUPPLY FACILITIES MAINT LTD 3,705.47 Pump
 Tubing for Chemical Feed Pumps; HDR ENGINEERING INC 44,850.25
 LF- Customer Convenience Care Center Project; HDR ENGINEERING
 INC 41,794.03 LF- Customer Convenience Care Center Project;
 HDR ENGINEERING INC 40,233.96 LF- Customer Convenience Care
 Center Project; HDR ENGINEERING INC 51,069.24 LF- Customer
 Convenience Care Center Project; HDR ENGINEERING INC 22,492.50
 Sanitary Sewer Asset Mgmt Plan; HDR ENGINEERING INC 3,342.50
 Sanitary Sewer Asset Mgmt Plan; HDR ENGINEERING INC 16,956.12
 LF- Annual Engineering Services FY25; HDR ENGINEERING INC
 36,214.67 C9AAP2 Engineering; HDR ENGINEERING INC 8,099.93
 DMASWA TO 20 - Horiz Exp Permitting; HDR ENGINEERING INC
 24,769.70 LF- Customer Convenience Care Center Project; HERBST
 UPHOLSTERY 80.00 SEAT COVER FOR #4431; HG APT LLC 180,000.00
 2901 Central - HG APT; HILLS & DALES CHILD DEVELOPMENT 83.37
 Franchise Fee FY26; HILLS & DALES CHILD DEVELOPMENT 589.93
 Franchise Fee FY26; HOLY FAMILY CATHOLIC SCHOOLS 1,764.18
 Franchise Fee FY26; Howmedica Osteonics Corp 3,308.87 LifePak
 15 Cardiac Monitor; INGRAM LIBRARY SERVICES INC. (34.50)
 Circulating materials for Adult library collection; INGRAM
 LIBRARY SERVICES INC. (32.73) Children's books for collection;
 INGRAM LIBRARY SERVICES INC. 1,365.55 Circulating materials
 for Adult library collection; INGRAM LIBRARY SERVICES INC.
 914.44 Children's books for collection; INGRAM LIBRARY
 SERVICES INC. 91.76 Teen/Young Adult Materials for Collection;
 INGRAM LIBRARY SERVICES INC. 2,323.62 Circulating materials
 for Adult library collection; INGRAM LIBRARY SERVICES INC.
 902.57 Children's books for collection; INGRAM LIBRARY
 SERVICES INC. 505.15 Teen/Young Adult Materials for
 Collection; INTERSTATE POWER SYSTEMS INC 5,503.01 UNIT# 3471 -
 Replace relay & starter; INTERSTATE POWER SYSTEMS INC 7,664.87
 UNIT# 3471-SH42458668-Repair (broken dosing valve); IOWA
 DEPARTMENT OF HUMAN SERVICES 48,511.28 GEMT Claims for
 December 2025; IOWA DEPARTMENT OF PUBLIC SAFETY 50.00
 Certification Fees; IOWA DEPARTMENT OF PUBLIC SAFETY 50.00
 Certification Fees; IOWA KENWORTH INC 382.02 Unit #2697 - WO
 8095 - ELBOW, CONNECTORS, SEAL; IOWA KENWORTH INC 14.62 Unit
 #1921 - WO; IOWA NAHRO 300.00 Iowa Chapter of NAHRO 2026
 Membership; IRISH HOOLEY 300.00 HOOLEY DEP REFUND; J & R
 SUPPLY COMPANY 70.00 PVC Pipe-repair polymer
 skid-Centrifuge-Bld 75; J & R SUPPLY COMPANY 990.00 Refuse-
 Luminator Gloves (M,Lg, XL) 11/13/25; J & R SUPPLY COMPANY
 134.77 Refuse- Orange Band/Orange Pods 11/13/25; J & R SUPPLY
 COMPANY 1,700.00 Sani Sewer- R-1916-F Bolt Down Ring and Cover

11/1; J & R SUPPLY COMPANY 395.00 Test Plug in the Centrate
 Line in Bld #75; J & R SUPPLY COMPANY 195.00 Caps for 10 inch
 centrate line; JAMES J GRAVES 90.00 Quote Only for Design Work
 on Ambulances; Jeffrey R Cayler 13,934.63 2025 Assessments for
 Promotions; JEREMY R JENSEN 400.00 Per Diem 2025 ICMA
 Conference; JQ Construction LLC 443.84 Reimbursement for water
 service permits not needed; JQ Construction LLC 354,379.14
 LEAD SERVICE LINE REPO. PROJ-PHASE 1 CONSTRUCTION; KANE, NORBY
 AND REDDICK, PC 420.00 Legal Fees - Cleaver Brooks Boiler
 Issue; KANE, NORBY AND REDDICK, PC 2,066.50 103587 - Platinum
 Holdings; Kathryn Arnold 2,500.00 Engine 5 Sliding Steps;
 KEELEY RESTORATION SERVICES LLC 193,941.00 2025 Repair and
 Maintenance Iowa Street Parking Ra; KENNETH J MEYER 500.00
 STOCK 11/18/25; KEY WEST FIRE/EMS 50.00 KEY WEST FIRE - PARADE
 DEP REFUND; KIMBERLY A HOOVER 44.80 Women Rising Together
 employee resource group meet; Kimley-Horn and Associates
 102,387.02 LEISURE SERVICES MASTER PLAN FY25; KMDE LLC
 1,830.18 MSC Solar Production- OCT 2025; KRUSER SEPTIC SERVICE
 INC 405.00 FY26 WRRRC As Needed Maintenance; KRUSER SEPTIC
 SERVICE INC 215.00 FY26 WRRRC As Needed Maintenance; LEEP LEX
 LLC 5,562.40 Unit #2602 - WO 7061 - REMAN AUTOMATIC, CORE
 AUTOM; LEEP LEX LLC 1,467.00 Unit #2602 - WO 7061 - Reman
 Torque, Core Torque; LEEP LEX LLC 4,692.00 Unit #2602 - WO
 7061 - Transmission; LEEP LEX LLC 236.20 Unit #2602 - WO 7061
 - Transmission Oil; 5 of 8; VENDOR NAME NET AMOUNT INVOICE
 DESCRIPTION; LIME ROCK SPRINGS CO 63.15 BEVERAGES THROUGH JUNE
 2026; Logan Splinter 14,256.07 HDQ-Painting of Fire
 Headquarters; Luke Meadows 80.00 SHL Symposium - reimbursement
 for per diem; MACQUEEN EQUIPMENT GROUP 0.56 STOCK - RUBBISH
 11/4/25; MACQUEEN EQUIPMENT GROUP 25.57 STOCK - RUBBISH
 11/7/25; MACQUEEN EQUIPMENT GROUP 205.89 UNIT#540006 - WO 8027
 - VARIOUS PARTS; MARK P MURPHY 220.00 Murphy M per diem
 Louisville, KY 11/16/25-11/19/25; MARTIN EQUIPMENT OF IL INC
 142.08 UNIT#3453 - WO42456722 - HOSE SLEEVE, HOSE, FITTING;
 MARTIN EQUIPMENT OF IL INC 308.00 UNIT#3453 - WO42518505 -
 PULLEYS, BELT TENSIONER; MARTIN EQUIPMENT OF IL INC 352.81
 UNIT#3455 - SH#42685855 - CAP
 SCREWS, WSHR, CAP; Matthew V O'Brien 120.00 PerDiem for Matt
 O'Brien IowaCE 11-5 to 11-7-25; MEDICAL ASSOCIATES CLINIC PC
 1,980.98 Physicals New Officers; METALCRAFT INC 1,136.13
 MSC-Signage IDs w/barcodes; MICHAEL C VAN MILLIGEN 301.40 9/10
 MVM_TR_C&B CEO Summit_Chicago; MICHAEL W WEIKERT JR 702.00 LF-
 Recycling Services; MIDWEST ALARM SERVICES INC 438.34 JOTC
 Pull Station x2; Midwest Injection 96,327.00 Centrate Tank
 Cleaning; MIDWEST TAPE LLC 481.18 Adult DVDs, BluRays, CDs for
 Collection; MIDWEST TAPE LLC 258.67 Adult DVDs, BluRays, CDs
 for Collection; Mikaela Tully 80.00 Lab Symposium -
 09/24/25-9/25/25; MIKE FINNIN FORD LLC 589.10 UNIT #1712 - Air
 Bag; MIKE FINNIN FORD LLC 43.50 UNIT #1712 - Switch Asy -
 Stop; MIKE FINNIN FORD LLC 147.78 UNIT #11039 - REPAIR &
 WARRANTY WORK; Mint Green Group USA 40.00 PRO SHOP
 MERCHANDISE; MIRACLE RECREATION EQUIP COMPANY 1,076.64
 PLAYGROUND PARTS; MI-T-M EQUIPMENT SALES & SERVICE 24.00 LF-
 Sharpen Mower Blade; MI-T-M EQUIPMENT SALES & SERVICE 11.20
 LF- Nozzles Q/C 00035; MI-T-M EQUIPMENT SALES & SERVICE 76.49
 LF- Repair parts High flow plug 1/4 body; MOLO OIL COMPANY
 25.01 Molo Oil- Finance Charges; MOLO OIL COMPANY 4,165.42
 Diesel for WRRRC Generators; MOLO PETROLEUM LLC 76.12 Molo
 Petroleum- Finance Charges; MONKS KAFFEE PUB 300.00 MONKS
 MARKET DEP REFUND; Morris Newspaper Corporation of Wisconsin

303.00 Advertising; MORRISON BROTHERS CO 62.01 UNIT #3467 - SH42620792 - TUBING; MULGREW OIL COMPANY 385.47 UNLEADED & DIESEL FUEL- BHGC; MULGREW OIL COMPANY 512.08 UNLEADED & DIESEL FUEL- BHGC; MULGREW OIL COMPANY 2,445.75 LF-# 2 PRM DYED WNTR DSL ULS15PPM 11/11/25; MULGREW OIL COMPANY 1,864.89 LF-# 2 PRM DYED WNTR DSL ULS15PPM 11/13/25; MULGREW OIL COMPANY 2,510.06 LF-# 2 PRM DYED WNTR DSL ULS15PPM; MULGREW OIL COMPANY 51,675.75 LF-# 2 PRM CLR DIESEL ULS15PPM 11/19/25; MULGREW OIL COMPANY 22,156.60 LF-# 1 CLEAR DIESEL ULS15PPM 11/19/25; Musco Corporation 950.00 CONTROL LINK SERVICE FEES-COMISKEY 2 UNITS; National Organization of Black Law Enforcement Ex 125.00 NOBLE Memberships; National Organization of Black Law Enforcement Ex 175.00 NOBLE Memberships; National Organization of Black Law Enforcement Ex 125.00 NOBLE Memberships; NAVIANT INC 972.41 Preventative Maintenance for microfilm reader; NICHOLAS EDWARDS, MD 3,333.33 EMS Director Yearly Salary for EMS Support FY26; Nolan Czako 90.00 BASKETBALL REFEREE; NORTH END NEIGHBORHOOD ASSOCIATION 370.34 FY26 PNA GRANT- NENA TRUNK OR TREAT; O'REILLY AUTOMOTIVE INC 46.60 UNIT #110043 - WO 8083 - WASHER FLUID; O'REILLY AUTOMOTIVE INC 223.12 UNIT #110034 - WO 8114 - BATTERY; O'REILLY AUTOMOTIVE INC 42.02 STOCK SEALED BEAMS 11/18/25; O'REILLY AUTOMOTIVE INC 94.99 UNIT #4901 - WO8190 - INT DR HNDL; O'REILLY AUTOMOTIVE INC 77.70 UNIT #3419 - WO8198 - SPARK PLUGS; O'REILLY AUTOMOTIVE INC 1.16 Unit: Fire Equip. - WO8217 - VAC TUBING; ORIGIN DESIGN CO 1,166.25 ENGR. SVCS-PRIVATE LEAD LINE REPL.PROG PHASE 2&3; ORIGIN DESIGN CO 577.50 FY2026 CITY OF DUBUQUE WATER SYSTEM MODELING; O'TOOLE OFFICE SUPPLY COMPANY 149.10 Office Supplies; O'TOOLE OFFICE SUPPLY COMPANY 240.00 Emergency Signs for 6 fire stations; OVERDRIVE INC 262.50 Downloadable Materials for Children's Collection; 6 of 8; VENDOR NAME NET AMOUNT INVOICE DESCRIPTION; OVERDRIVE INC 114.99 Downloadable Materials for Children's Collection; OVERHEAD DOOR COMPANY 745.91 DOOR REPAIRS AT TREE CREW; OVERHEAD DOOR COMPANY 165.74 ST4-Overhead Door Maintenance/HDQ-Transmitter; PALS 2,487.16 FY26 PNA GRANT- PALS Lincoln School Carnival; PALS 562.68 FY26 PNA GRANT- PALS PLAYGROUND NIGHT; Parsons Transportation Group Inc 6,380.00 STREETS Project; Patrick Quarnstrom 120.00 BASKETBALL REFEREE; PETDATA 3,064.34 October 25 Fees Petdata; PETMED OF KEY WEST VETERINARY CLINIC 300.00 DOG EXPO DEP REFUND; Platteville Regional Chamber 150.00 2026 Membership; PORTZEN CONSTRUCTION INC 103,787.50 Ruby Sutton Bldg Second Floor Remodel Project; PRECISE MRM LLC 860.00 2025-08 Subscription; PRECISE MRM LLC 360.00 Precise Data Plan; PRECISE MRM LLC 860.00 2025-09 Subscription; PRECISE MRM LLC 360.00 Precise data plan 11/19; PRECISE MRM LLC 860.00 2025-10 Subscription; Q CASINO 300.00 BACKWATER STAGE DEP REFUND; QUAD OPTICAL SERVICES LLC 5,720.00 Fiber Builds - Ancillary Services; R & J Window Cleaning LLC 925.00 CLEANING SERVICE TO ALLISON-HENDERSON BUILDING; RACOM CORPORATION 1,193.49 Pole mounts for axis cameras; RACOM CORPORATION 89,830.00 FY25-Portable Radios for Fire Department; RACOM CORPORATION 780.00 RADIO INSTALLATION FOR NEW VEHICLE 4907; Randy J Harter 90.00 PUMP GREASE TRAP; RELAY IOWA 300.00 RELAY IOWA DEP REFUND; RILCO, Inc 346.50 Def Bulk; RILCO, Inc 2,470.25 Bulk Fluids 11/18/25; RITE ENVIRONMENTAL INC 255.00 LF- Recycle Oil; RIVER CITY STONE 24.50 3/4" STONE FOR BERGFELD; RIVER CITY STONE 143.76 FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN; RIVER CITY STONE 285.51 FY2026 BLANKET PO -

ROCK/STONE FILL FOR WATER MAIN; ROBERT G WRIGHT JR 6,650.00
 390 Glen Oak-LHH24; ROUSSELOT INC 712.27 Franchise Fee FY26;
 RTN Publishing Company 556.00 Denver Air Conn Marketing - New
 service ORD-DBQ; SADLER POWER TRAIN INC 70.30 STOCK 11/7/2025;
 SADLER POWER TRAIN INC 24.64 UNIT #1910 - WO 8178 - D2AIR GOV
 HIGH TEMP; Schadl Incorporated 1,389.12 Landfill General
 Plumbing- Pump Out Mudpits; SCHMALZ PRECAST CONCRETE MFG
 1,066.00 Street- Manhole Risers 08/28/25; SCHMALZ PRECAST
 CONCRETE MFG 1,088.00 Street- Manhole Risers 10/31/25; Schmitt
 Island Development Corp. 106,398.60 2026 ICE ARENA MANAGEMENT
 FEE; Schmitt Island Development Corp. 134,181.00 SHORTFALL AND
 SUBSIDY FOR FY26; SEDONA STAFFING 609.00 Hours Worked - Admin
 Support - 09/28/25; SEDONA STAFFING 609.00 Hours Worked -
 Admin Support - 10/26/25; SEDONA STAFFING 609.00 Hours Worked
 - Admin Support - 11/09/25; SEDONA STAFFING 365.40 Hours
 Worked - Admin Support - 11/23/25; Sewer AI Corporation 20.00
 Auto Code Services Sewer AI; Sewer AI Corporation 15.00 Auto
 Code Services Sewer AI; Sewer AI Corporation 230.00 Auto Code
 Services Sewer AI; SHAMROCK JEWELERS 125.00 Chaplain Badge &
 Holder; SHERRILL INC (84.68) SUPPLIES FOR FORESTRY; SHERRILL
 INC (23.75) SUPPLIES FOR FORESTRY; SHERRILL INC 504.46
 SUPPLIES FOR FORESTRY; Sinclair Television Group, Inc.
 1,000.00 Cedar Rapids Advertisements; ST LUKES HEALTH -
 UNITYPOINT CLINIC 168.00 pre-employ screening, phys, vaccine,
 drug/alcohol; STEEL MART 52.06 UNIT#3299 - SH#42457285 -
 METAL; STONE CLIFF WINERY 900.00 WEDDINGS 2025 DEP REFUNDS;
 STRAND ASSOCIATES INC 1,120.00 Terminal St Pumping Station;
 STRAND ASSOCIATES INC 5,000.00 Terminal St Pumping Station;
 STRAND ASSOCIATES INC 1,558.31 Fire Station 2, 3, 4, 5, and 6
 Masonry Repair; STRAND ASSOCIATES INC 14,395.49 WRRRC Misc
 Service - FY21-Tsk 20-09-#1154-085; STRAND ASSOCIATES INC
 1,216.14 Masonry Repairs - City Hall, MFC, Old Engine House; 7
 of 8; VENDOR NAME NET AMOUNT INVOICE DESCRIPTION; STRAND
 ASSOCIATES INC 1,888.41 WELL NO. 11 SOURCE WATER-CONSULTANT
 SVCS; STRAND ASSOCIATES INC 305.01 WRRRC Assistance - Post
 12/4/24 Event; STRAND ASSOCIATES INC 3,125.13 Fire Station 2,
 3, 4, 5, and 6 Masonry Repair; STRAND ASSOCIATES INC 5,948.76
 Fire Station 5 & 6; STRAND ASSOCIATES INC 469.48 Ruby Sutton
 Second Floor Structural Engineering; SUSAN L MARIMAN 103.88
 Mileage for 2025 WLC Conference; T & W GRINDING 30,866.15
 Composting contract 1 July- 30 Sept 2025; THE FISCHER
 COMPANIES 80.00 Parking for IT - 2 spaces at Annex; THE LIFT
 DUBUQUE 200.00 11.13 25 Creative's Cafe; THE LOCKSMITH EXPRESS
 15.00 KEYS FOR PARKS; THEISENS INC 9.99 GLOVES FOR STAFF;
 THERESE H GOODMAN 3,333.33 Strategic partnerships with
 federal agencies 2025; THOMAS J KIEFER 180.00 BASKETBALL
 REFEREE; THOMAS J WARNER 290.56 Per Diem Rifle
 Challenge/Chemical Spray Instructor; THOMAS J WARNER 114.71
 Per Diem Rifle Challenge/Chemical Spray Instructor; THREE
 RIVERS FS INC 423.00 LF- Spectra Lube Red 2 30TB CS; THREE
 RIVERS FS INC 43.65 Propane Tank for Fork Truck; TIMOTHY L
 SPECHT 16,100.00 3030 White St. - Homeowner Rehabilitation;
 TINA WAGNER 50.00 SIDS WALK DEP REFUND; TOYS DONE RIGHT
 12,820.23 UNIT #0921 -SH42769650 -ACCIDENT REPAIR (LEFT SIDE;
 TRACY ADAMS 300.00 WALLEYE CLUB KIDS DAY DEP REFUND; Tracy
 Schadle 1,750.00 Tuition Reimbursement for fall semester 2025;
 TRICON CONSTRUCTION GROUP 22,555.31 Granger Creek Lift Station
 Improvements; TSCHIGGFRIE EXCAVATING 40,509.78 Terminal Street
 LS Bypass Pumping; TSCHIGGFRIE EXCAVATING 163,153.81 Kerper
 Blvd Lift Station Replacement; TSCHIGGFRIE EXCAVATING 7,510.98

N Schmitt Island Collection System Project Phase 1; UNION
 HOERMANN PRESS 2,594.60 City Council Goals & Priorities
 Insert; UNION HOERMANN PRESS 1,733.61 \$100 Rebate Insert;
 UNISON SOLUTIONS INC 275.00 Monthly Analysis Kit for H2S
 Testing; UNIVERSITY OF DUBUQUE 50.00 US STUDENT MOVEIN DEP
 REFUND; US CONFERENCE OF MAYORS 1,750.00 1/28 BC_US Conference
 of Mayors Registration_DC; US Peroxide LLC 25,917.23 Chemical
 Dosing at the WRRRC - FY25-26; US Peroxide LLC 25,412.48
 Chemical Dosing at the WRRRC - FY25-26; US Peroxide LLC
 26,704.64 Chemical Dosing at the WRRRC - FY25-26; US Peroxide
 LLC 6,380.04 Chemical Dosing at the WRRRC - FY25-26; US
 Peroxide LLC 16,031.70 Chemical Dosing at the WRRRC - FY25-26;
 VAN-WALL EQUIPMENT CO 37,800.00 REPLACEMENT OF MOWING
 EQUIPMENT; VAN-WALL EQUIPMENT CO 89.42 ORIFICE KIT; Vestis
 Group Inc (f/k/a Aramark) 131.97 Linens, tablecloths, cleaning
 cloths; Vestis Group Inc (f/k/a Aramark) 131.97 Linens,
 tablecloths, cleaning cloths; WARTBURG THEOLOGICAL SEMINARY
 465.86 Franchise Fee FY26; WARTBURG THEOLOGICAL SEMINARY 64.45
 Franchise Fee FY26; WATER SOLUTIONS UNLIMITED INC 11,550.11
 FY2026 BLANKET PO - PHOSPHATE FOR WATER TREATMENT; WAYNE R
 SCHNIER 180.00 BASKETBALL REFEREE; WB McCloud & Co, Inc. 61.80
 FY26 1805 Central Pest Control; WELU PRINTING COMPANY 43.13
 FY26 Welu Printing-Business Cards; WENZEL TOWING SERVICE
 187.50 Unit #2682- SH42336307 - CITY BUS TOWING; WENZEL TOWING
 SERVICE 59.50 Unit #0912 - SH42336394 - TOWING (ENGINEERING);
 WENZEL TOWING SERVICE 125.00 Unit #2682 - SH42685774 - HEAVY
 DUTY TOWING (BUS); WESTPHAL & COMPANY, INC 8,970.00 Install
 Elec. Svc-HVAC Improv-Phase 3&4; WHKS AND COMPANY 1,665.67
 WHKS Task Order22 Blum Structural; WHKS AND COMPANY 2,618.60
 WHKS Task Order22 Blum Structural; WILMING INVESTMENT COMPANY
 37,884.27 TIF Fall 2025/FY26; ZIMMER & FRANCESCON INC
 11,690.00 Replacement Dew Pumps; ZIMMER & FRANCESCON INC
 11,690.00 Replacement Dew Pumps; \$ 3,481,229.28
 It 12/14

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:

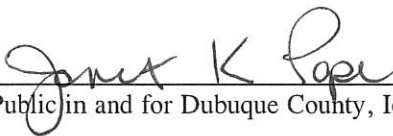
12/14/2025

and for which the charge is 113.88



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

this 15th day of December, 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 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; DMASWA 274,594.90; GRAND TOTAL \$ 5,876,733.56

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

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

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

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

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 741,613.91; Water 1,014,570.24; Sanitary 1,136,145.48; Stormwater 536,491.01; Parking 240,657.82; Refuse 354,824.43; Transit 172,968.65; Internal Service 665,386.18; DMASWA 1,046,656.97; Total \$ 18,547,610.06

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

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

CITY OF DUBUQUE

PERIOD ENDING OCTOBER 31, 2025 INTERIM REVENUES BY FUND

Fund Amount

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

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

*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 5,720,444.23; Grants/Contributions 1,862,385.78; Utility Franchise Fees 542,872.24; Gaming 41,003.03; Investment Earnings 2,684.95; Gain on Disposal 13,770.00; Miscellaneous 718.98; Total \$ 8,183,879.21

CITY OF DUBUQUE

PERIOD ENDING NOVEMBER 30, 2025 INTERIM REVENUES BY FUND

Fund Amount

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

*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 12/14

**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:

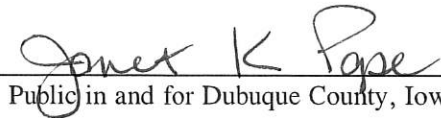
12/14/2025

and for which the charge is 423.40



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

this 15th day of December, 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 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 Kalcevich recognized the Grand River Center for being named one of North Americas 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 Dubuques AmeriCorps grant application by the State of Iowas 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

Breitbart 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 Dubuques 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 Departments 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 Departments 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 Authoritys 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/eDglFDHj3eQ?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 Breitfelders 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

1t 12/14

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:

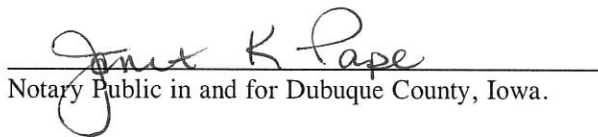
12/12/2025

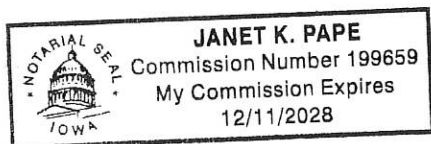
and for which the charge is 41.46



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

this 15th day of December, 2025


Notary Public in and for Dubuque County, Iowa.



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 from Kimley-Horn, provided details and data about how the process for the Parks and Recreation Comprehensive Master Plan has evolved and the critical findings documented in the draft plan. The plan outlines a long-term vision for Dubuques 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

1t 12/12

**City of Dubuque
City Council**

CONSENT ITEMS # 2.

ITEM TITLE:	Notice of Claims and Suits
SUMMARY:	Joseph Mayefski for vehicle damage; William Odefy for property damage; Steven Palmer for property damage.
SUGGESTED DISPOSITION:	Receive and File; Refer to City Attorney

ATTACHMENTS:

1. Claim by Joseph Mayefski
2. Claim by William Odefy
3. Claim by Steven Palmer

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

mvm
Legal
Arlene Swift

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: Joseph Mayeski
2. Address: 2905 EIM ST
City: DUBUQUE State: IOWA Zip: 52001
3. Telephone Number: 608-683-8791
4. Date of Incident: 11/30/2025
5. Time of Incident: 01:40 AM
6. Location of Incident (Be specific): ON 29th street parked
in front of the house
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.)
snow plow driver (David schaul) hit drivers side (vehicle was
with wing snowplow, he did not fully disengage plow
snowing
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.)
OFFICER Dakota Bierer
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.)

Rear bumper damaged / hanging off by Rear wheel well, gouge in full length of Driver side, parking detection system inoperable do to bumper damage

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

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

NO

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

\$9,000

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

Because the snow plow hit our van which was parked in front of our house and we have a police report

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 15 day of December, 2025.



(Signature)

Joseph Murafski

(Print Name)

City Clerk's Office
Dubuque, IA

2025 DEC 15 PM 2:16

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: Wm Odefer
2. Address: 2891 W 32nd
City: Dub State: Ia Zip: 52001
3. Telephone Number: 563 5830662
4. Date of Incident: Wens nite Dec 3
5. Time of Incident: 4 am
6. Location of Incident (Be specific): It was mailbox knocked over
knocked in Street
7. DESCRIBE ACCIDENT OR OCCURRENCE THAT CAUSED INJURY OR DAMAGE. (Give full details upon which you base your claim. If a City employee was involved, give the employee's name.)
at four in the morning the nite of the storm
my mail box, was laying in the Street
8. What were weather conditions like? Bad
9. Give name and address of any witnesses: None
10. Did police investigate? (If so, give names of officers.) None
11. Was anyone injured? (If so, give names, addresses, and extent of injuries).
No

The snow Plow was the only thing out.

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

My Mailbox was broken at the bottom
of post hit by a snow plow

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?

About \$120.00

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

City property

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 10 day of Dec, 2015

William Odefeg

(Signature)

WILLIAM Odefeg

(Print Name)

City Clerk's Office
Dubuque, IA

2025 DEC 15 AM 10:48

RECEIVED

(Rev. 9/24)

I'm a 86 yr old single man
I can't put a new one in

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

mvm
Legal
Arielle Swift

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: Steven PALMER

2. Address: 118 Cherokee Dr.

City: DUBUQUE State: IOWA Zip: 52003

3. Telephone Number: 563-599-9603

4. Date of Incident: 11-30-2025

5. Time of Incident: Sometime After Midnight on 11-29-2025

6. Location of Incident (Be specific): Along The STREET south of

Driveway

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.)

12 inches of Snow Blanketed The STREET and YARD.

when The Plow Plowed The STREET, He Got into The YARD and Peered UP The Side

8. What were weather conditions like? 12 inches of Snow That Day

9. Give name and address of any witnesses: _____

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

NO

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

NO

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

Plow Peeled off Sod

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?

REPAIR LAWN

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

SNOW PLOW DID THIS

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 18 day of December, 2025

Steven Palmer

(Signature)

Steven Palmer

(Print Name)

(Rev. 9/24)

RECEIVED
2025 DEC 22 AM 10:42
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: Christian Heim for vehicle damage; Randy Johnson for vehicle damage; Joseph Mayefski for vehicle damage; William Odefy for property damage; Lindsey Williams 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: 12/18/2025

RE: Claim Against the City of Dubuque by Christian Heim

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Chrisitan Heim	12/10/2025	11/30/2025	Vehicle Damage

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

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

cc: Michael C. Van Milligen, City Manager
Arielle Swift, Public Works Director
Christian Heim

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 12/18/2025

RE: Claim Against the City of Dubuque by Randy Johnson

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Randy Johnson	12/10/2025	12/5/2025	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
Randy Johnson

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 12/18/2025

RE: Claim Against the City of Dubuque by Joseph Mayefski

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Joseph Mayefski	12/15/2025	11/30/2025	Vehicle Damage

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

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

cc: Michael C. Van Milligen, City Manager
Arielle Swift, Public Works Director
Joseph Mayefski

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 12/18/2025

RE: Claim Against the City of Dubuque by William Odefy

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
William Odefy	12/15/2025	12/3/2025	Property Damage

This is a claim in which Claimant alleges Claimant's mailbox was struck by a City snowplow.

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

cc: Michael C. Van Milligen, City Manager
Arielle Swift, Public Works Director
William Odefy

MEMORANDUM

JONI MEDINGER
LEGAL ADMINISTRATIVE ASSISTANT

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

DATE: 12/18/2025

RE: Claim Against the City of Dubuque by Lindsey Williams

<u>Claimant</u>	<u>Date of Claim</u>	<u>Date of Incident</u>	<u>Nature of Claim</u>
Lindsey Williams	12/8/2025	11/30/2025	Vehicle Damage

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

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

cc: Michael C. Van Milligen, City Manager
Arielle Swift, Public Works Director
Lindsey Williams

**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 2026_01_05
2. Approving Expenditures Resolution 2026_01_05
3. Expenditure Report - Approvals
4. Expenditure Report - Exceptions
5. 01.05.26_August Interim Expenditures by Fund
6. 01.05.26_September Interim Revenues
7. 01.05.26_September Interim Expenditures by Fund
8. 01.05.26_October Interim Revenues
9. 01.05.26_October Interim Expenditures by Fund
10. 01.05.26_November Interim Revenues
11. 01.05.26_November Interim Expenditures by Fund
12. 01.05.26_December 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 18, 2025

Finance is submitting the following expenses to City Council for approval at the January 5, 2026 meeting. Payments on these expenses will be made January 7, 2026.

In addition, Finance is submitting expenses paid since December 17, 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 01-07-2026

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
1800TShirts	\$ 1,417.00	city swag - fall wellness challenge
ACCESS TECHNOLOGIES INC	473.83	FY26 Copy and Print Costs for Malfunctions
ADDOCO INC	80.00	MULCH FOR GREENHOUSE AREAS
AECOM TECHNICAL SERVICES INC	47,694.83	B2E2 (705) RAISE Planning Grant Design Services
AECOM TECHNICAL SERVICES INC	7,358.84	22200328
AIRGAS USA LLC	34.07	Medical Oxygen for Ambulances
AIRGAS USA LLC	17.51	Medical Oxygen for Ambulances
AIRGAS USA LLC	37.87	Medical Oxygen for Ambulances
AIRGAS USA LLC	32.20	Medical Oxygen for Ambulances
AIRGAS USA LLC	40.72	Medical Oxygen for Ambulances
ALLIANT ENERGY	256.84	FY26 411 E 15th St Blum Bldg Electric
ALLIANT ENERGY	73.31	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	140.25	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	2,120.20	FY26 Electric City Hall Annex 1300 Main
ALLIANT ENERGY	151.63	FY26 1805 Central LA Electric
ALLIANT ENERGY	3,315.10	FY26 1503 W 3rd Electric
ALLIANT ENERGY	611.02	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	25.04	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	156.26	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	522.63	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	314.98	FY26 1805 Central LA Electric
ALLIANT ENERGY	125.35	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	97.36	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	1,864.73	FY26 1157 Central MFC Electricity
ALLIANT ENERGY	1,978.08	FY26-UTILITY EXPENSE - ELECTRICITY FOR 6 STATIONS
ALLIANT ENERGY	69.19	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	662.48	FY26 W 5th Restroom Electricity
ALLIANT ENERGY	341.38	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	25.60	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	44,951.84	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	206.14	FY26 Electric Traffic & Street Lights
ALTORFER INC	1,908.00	Altorfer City Hall GEN maintenance and inspection
AMERICAN LEGAL PUBLISHING CORP	199.00	Code Supplements
AMERICAN LEGAL PUBLISHING CORP	500.00	Annual Web Hosting Fee
Approved Networks LLC	133.26	1gig BiDi SFP
Ascendance Trucks LLC	107.80	UNIT #3409 - HOSE TURBOCHARGER OIL DRAIN TU
Ascendance Trucks LLC	132.71	Unit #3417 - WO8545 - AIR SPRINGS
Ascendance Trucks LLC	261.96	Unit #1902 - WO 8431 - INJECTOR O-RING
Ascendance Trucks LLC	167.53	Unit #1902 - WO8431 - VALVE COVER GASKET KIT
Ascendance Trucks LLC	255.18	STOCK FILTERS 12/11/2025
Ascendance Trucks LLC	53.59	Unit #1903 - WO8613 - TURN SIGNAL PA LAMP
Ascendance Trucks LLC	(130.00)	Unit #1906 - VALVE KITS & THERMOSTAT
Ascendance Trucks LLC	(382.84)	UNIT #3409 Parts
Ascendance Trucks LLC	132.71	Unit #3417 - WO8687 - AIR SPRING 12/19/2025
Ascendance Trucks LLC	50.71	GARAGE - STOCK 12/22/2025
AY MCDONALD MFG CO	17,153.87	Franchise Fee FY26
Bauer Built Inc	184.34	UNIT #3214 - TIRE REPAIR 12/19/2025
BLACK HILLS/IOWA GAS UTILITY CO	44.54	FY26 1805 Central Ste 2
BLACK HILLS/IOWA GAS UTILITY CO	265.11	FY26 1157 Central Colts and MFC Bldg
BLACK HILLS/IOWA GAS UTILITY CO	520.83	FY26 INTERMODAL GAS UTILITIES
BLACK HILLS/IOWA GAS UTILITY CO	291.24	FY26 1101 Central Colts and MFC Bldg Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	2,840.76	FY26 350 W 6th St Federal Bldg Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	473.34	FY26 1310 Main St Annex Natural Gas
BLACK HILLS/IOWA GAS UTILITY CO	613.15	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
BLACK HILLS/IOWA GAS UTILITY CO	628.73	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
BLACK HILLS/IOWA GAS UTILITY CO	1,281.16	FY25 JOTC GAS UTILITIES
BLACK HILLS/IOWA GAS UTILITY CO	242.39	FY26 350 W 6th St Federal Bldg Natural Gas

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
Blue Sky Co, LLC	1,399.90	DOG POO BAGS
Braden Daniels	311.32	Travel Reimbursement Request
BUS COALITION, THE	1,000.00	Bus Coalition Membership FY26
CANDACE EUDALEY-LOEBACH	13,858.93	PUBLIC ENGAGEMENT-4 PARKS
CANDACE EUDALEY-LOEBACH	6,405.00	USDA QUAIP Project Management
Chris Oshea	620.01	2025 Concrete Work in the ROW CNC
Chris Oshea	905.30	2025 Concrete Work in the ROW CNC
CINTAS CORP	203.92	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	209.79	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	207.85	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	209.79	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	226.36	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	61.61	Cleaning Supplies / Mats - Intermodal - FY26
CINTAS CORP	184.17	Mats, Cloths, shop towels JOTC FY26
CINTAS CORP	209.79	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	207.85	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	209.79	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	226.36	FY2026 BLANKET PO - UNIFORMS
CINTAS FIRST AID & SAFETY	7.53	RESTOCKING OF FIRST AID KIT
CINTAS FIRST AID & SAFETY	7.53	RESTOCKING OF FIRST AID KIT
CINTAS FIRST AID & SAFETY	7.53	RESTOCKING OF FIRST AID KIT
CINTAS FIRST AID & SAFETY	27.65	Replenish Safety Supplies Garage
CINTAS FIRST AID & SAFETY	96.23	FY2026 BLANKET PO - FIRST AID SUPPLIES
JCI ELECTRIC - TYER WEIMERSKIRCH	19.95	REFUND FOR INCORRECT APP SUBMITTED. S/B ELECTRICAL
CLEAN SWEEP OF I & I LLC	38.00	Police Vehicle Washes
COMMAND SECURITY SOLUTIONS	139.05	CMD City Hall
COMMAND SECURITY SOLUTIONS	216.24	Alarm monitoring Engine House
COMMUNICATIONS ENGINEERING CO	4,697.00	Medline Project - Switches to be installed
CREDITRON CORPORATION	1,105.40	Creditron Maintenance and License
DATA AXLE	4,750.00	Data Axle Ref USA subscription Oct '25 -Oct '26
DAVIS & STANTON INC	996.50	Commendation Pins
DIETZ ENTERPRISES LLC	5,731.41	2025 Concrete work in the public ROW
DIETZ ENTERPRISES LLC	2,032.74	2025 Concrete work in the public ROW
DIETZ ENTERPRISES LLC	4,623.00	2025 Concrete work in the public ROW
DIETZ ENTERPRISES LLC	231.84	2025 Concrete work in the public ROW
DIETZ ENTERPRISES LLC	605.78	2025 Concrete work in the public ROW
DIETZ ENTERPRISES LLC	1,121.62	2025 Concrete work in the public ROW
DIETZ ENTERPRISES LLC	250.00	2025 Concrete work in the public ROW
DIETZ ENTERPRISES LLC	4,410.69	2025 Concrete work in the public ROW
DIETZ ENTERPRISES LLC	3,541.32	2025 Concrete work in the public ROW
DIETZ ENTERPRISES LLC	1,267.38	2025 Concrete work in the public ROW
DIETZ ENTERPRISES LLC	2,466.60	2025 Concrete work in the public ROW
DIETZ ENTERPRISES LLC	2,534.76	2025 Concrete work in the public ROW
DIETZ ENTERPRISES LLC	1,093.50	2025 Concrete work in the public ROW
DIETZ ENTERPRISES LLC	1,267.38	2025 Concrete work in the public ROW
DIETZ ENTERPRISES LLC	1,199.22	2025 Concrete work in the public ROW
DIETZ ENTERPRISES LLC	1,876.80	2025 Concrete work in the public ROW
DIETZ ENTERPRISES LLC	4,786.26	2025 Concrete work in the public ROW
Dinges Partners Group	244.00	One Set of Bunker Gear for Petersen
Discover Hospitality LLC	520.75	640 W 11th Relocation LHH21
Discover Hospitality LLC	520.75	640 W 11th Relocation LHH21
Discover Hospitality LLC	144.48	640 W 11th Relocation LHH21
Discover Hospitality LLC	1,619.42	640 W 11th Relocation LHH21
Discover Hospitality LLC	1,619.42	640 W 11th Relocation LHH21
Drive Line & Company, Inc.	186.25	UNIT #1902 - SERVICE
Drive Line & Company, Inc.	318.62	STOCK PLOW 12/10/2025
Drive Line & Company, Inc.	194.00	UNIT #4902 - WO 8607 - MODUEL 3 PORT
Drive Line & Company, Inc.	101.25	UNIT #4902 - WO8607 - SOFT START MODULE V3
DRIVE LINE OF DUBUQUE INC	204.31	VEHICLE 4902 HYDRAULIC LINE REPAIR
DUBUQUE COMMUNITY SCHOOL DIST	823.22	Franchise Fee FY26

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
DUBUQUE COUNTY AUDITOR	18,334.06	City Election November 4 2025
DUBUQUE COUNTY E911 BOARD	467.55	FY26 Emergency Radio Access Fees
DUBUQUE COUNTY E911 BOARD	467.55	FY26 Emergency Radio Access Fees
DUBUQUE COUNTY HISTORICAL SOCIETY	1,485.38	Franchise Fee FY26
DUBUQUE COUNTY HISTORICAL SOCIETY	342.51	Franchise Fee FY26
DUBUQUE COUNTY RECORDER	27.00	Recording Fees - Mcguire and UD
DUBUQUE COUNTY RECORDER	42.00	Recording Fees - Mcguire and UD
DUBUQUE COUNTY RECORDER	67.00	Recorder fee Comiskey Environmental Covenant
DUBUQUE COUNTY RECORDER	37.00	RECORDING FEE FOR 321 VALERIA
DUBUQUE COUNTY SHERIFF	7,546.64	DDTF Nov25 Shared Expenses
DUBUQUE HOSE & HYDRAULICS	26.65	Unit #3402 - WO8469 - BRASS NIPPLE, PIPE
DUBUQUE HOSE & HYDRAULICS	12.85	UNIT #2697 - WO 8453 - HOSE
DUBUQUE HOSE & HYDRAULICS	11.15	UNIT #3411 - WO8442 - BOLTS
DUBUQUE HOSE & HYDRAULICS	7.92	UNIT #3411 - WO 8522 - BOLTS
DUBUQUE HOSE & HYDRAULICS	14.43	UNIT #3255 - WO 8527 - O-RING, LOCK NUT
DUBUQUE HOSE & HYDRAULICS	80.12	SHOP SUPPLIES 12/10/2025 (3)
DUBUQUE HOSE & HYDRAULICS	106.88	Garage - Shop Use 12/17/25
DUBUQUE HOSE & HYDRAULICS	35.24	GARAGE - SHOPE USE 12/18/2025
DUBUQUE HOSE & HYDRAULICS	17.30	Garage - Shop Tools 12/18/25
DUBUQUE HOSE & HYDRAULICS	122.97	GARAGE - SHOP SUPPLIES 12/19/2025
DUBUQUE MAIN STREET LIMITED	24,052.75	FY 2026 COS/POS Dbq Main St
DUBUQUE VISITING NURSE ASSOCIATION	723.56	Dubuque Visiting Nurse-Project 8X0173-LHH24
EAST CENTRAL INTERGOVERN ASSOC	2,201.00	16th St Detention Basin Culvert & Pumping Station
EASTERN IOWA EXCAV & CONCRETE LLC	33,492.00	STREET PATCHES FOR WM REPAIRS-EAGLE&ALTHAUSER
EASTERN IOWA EXCAV & CONCRETE LLC	27,999.68	STREET PATCHES FOR WM REPAIR-E.14&ELM STS
EASTERN IOWA EXCAV & CONCRETE LLC	5,876.00	DITCH OVER WM REPAIR-OLD DAVENPORT&O'ROURKE RDS
ELLA ROSE LINK	26.01	Gas from Academy for new officers
ELLIS APPLIANCE & SERVICE INC	129.00	Dishwasher Repairs - JOTC 11/12/25
EverFlow LLC	1,247.00	EverFlow LLC - Snow & Ice Removal -Blanket PO
EXPRESS EMPLOYMENT PROFESSIONALS	710.19	Dispatcher Temp Services
EXPRESS EMPLOYMENT PROFESSIONALS	406.30	Dispatcher Temp Services
EXPRESS EMPLOYMENT PROFESSIONALS	484.84	Dispatcher Temp Services
EXPRESS EMPLOYMENT PROFESSIONALS	709.20	Dispatcher Temp Services
EXPRESS EMPLOYMENT PROFESSIONALS	927.10	Temporary Administrative Assistant for HR
FEDEX	564.99	Shipping Fee-LEAD WATER SAMPLE,QUARTERLY SAMPLES
FEDEX	11.34	Fed X Shipping Fee-Water Bottle Sample - Lead
FEDEX	21.18	Fed X Shipping Fee-Water Bottle Sample - Lead
FEH Associates Inc	5,399.55	Minor Mods Project
FERGUSON WATER WORKS SUPPLY #2516	16,201.50	METER STOCK
FINLEY HOSPITAL	214.21	Franchise Fee FY26
FRANSYL EQUIPMENT INC	1,485.00	REPAIRS TO #4425
Full Bohr Concrete	2,788.07	2025 Concrete work in ROW Full Bohr
Full Bohr Concrete	11,929.64	2025 Concrete work in ROW Full Bohr
Full Bohr Concrete	18,861.70	2025 Concrete work in ROW Full Bohr
Full Bohr Concrete	13,738.81	2025 Concrete work in ROW Full Bohr
Full Bohr Concrete	1,885.23	2025 Concrete work in ROW Full Bohr
Full Bohr Concrete	457.26	2025 Concrete work in ROW Full Bohr
Full Bohr Concrete	6,168.46	2025 Concrete work in ROW Full Bohr
Full Bohr Concrete	2,108.05	2025 Concrete work in ROW Full Bohr
Full Bohr Concrete	450.00	2025 Concrete work in ROW Full Bohr
Full Bohr Concrete	772.81	2025 Concrete work in ROW Full Bohr
Full Bohr Concrete	1,977.48	2025 Concrete work in ROW Full Bohr
Full Bohr Concrete	300.00	2025 Concrete work in ROW Full Bohr
Full Bohr Concrete	2,010.28	2025 Concrete work in ROW Full Bohr
Full Bohr Concrete	150.00	2025 Concrete work in ROW Full Bohr
Full Bohr Concrete	6,138.91	2025 Concrete work in ROW Full Bohr
Full Bohr Concrete	7,352.16	2025 Concrete work in ROW Full Bohr
GEISLER BROTHERS COMPANY	192.32	Intermodal Service call - 7/29/25
GENE C ROKUSEK	525.00	UNIT #1900 FIRE -WINDSHIELD
GENUINE PARTS COMPANY INC	(243.03)	UNIT #3410 - WO8129 - SENSOR

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
GENUINE PARTS COMPANY INC	57.68	UNIT #3453 LANDFILL - K-SEAL
GENUINE PARTS COMPANY INC	72.10	UNIT #3456 - OIL & AIR FILTER
GENUINE PARTS COMPANY INC	145.38	UNIT #3463 - LIGHT
GENUINE PARTS COMPANY INC	399.65	STOCK - FILTERS 12/09/2025
GENUINE PARTS COMPANY INC	60.49	SHOP SUPPLIES 12/10/2025 (2)
GENUINE PARTS COMPANY INC	41.58	STOCK FLUIDS 12/10/2025
GENUINE PARTS COMPANY INC	6.58	SHOP SUPPLIES 12/10/2025
GENUINE PARTS COMPANY INC	207.74	GARAGE - STOCK FILTERS - 12/11/25
GENUINE PARTS COMPANY INC	145.13	GARAGE - STOCK FILTERS - 12/11/25
GENUINE PARTS COMPANY INC	74.86	GARAGE - STOCK FILTERS - 12/15/2025
GENUINE PARTS COMPANY INC	338.60	GARAGE - STOCK FILTERS - 12/16/25
GENUINE PARTS COMPANY INC	5.99	GARAGE - STOCK - 12/17/25
GENUINE PARTS COMPANY INC	234.40	GARAGE - STOCK - 12/19/2025
GENUINE PARTS COMPANY INC	293.76	UNIT #2602-WO8649-BRAKE CYL, FUEL FILT. ELCT TAPE
GILLIG LLC	1,128.51	UNIT #2682 - WO8536 - PANEL ASSEMBLY, FENDER
GILLIG LLC	1,674.09	UNIT #2682 - WO8536 - PARTS 11/26/25
GILLIG LLC	402.80	GARAGE - STOCK GILLIG - 12/03/2025
GILLIG LLC	910.56	GARAGE - STOCK GILLIG - 12/10/2025
GOODYEAR TIRE & RUBBER	4,635.94	Goodyear Tires Damaged Tires 12/4/25
GOVCONNECTION INC	405.30	UPS battery for the Federal Building 2nd floor UPS
Grahams Style Store	270.65	2026 Alley Lighting Agreement
Grant County Truck Bodies LLC	4,400.00	Tommy Gate for Parking Truck 1702
GRAYMONT WESTERN LIME INC	5,425.08	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,433.56	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,556.52	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
HADRONEX INC	1,243.75	Smart Cover Smart Rain Parts and service
HDR ENGINEERING INC	8,548.14	Sanitary Sewer Asset Mgmt Plan
HDR ENGINEERING INC	5,450.00	Sanitary Sewer Asset Mgmt Plan
HENDRICKS FEED & SEED CO INC	398.00	ICE MELT FOR DOWNTOWN AREAS
HERBST UPHOLSTERY	320.00	UNIT #2503 - BUS REBUILD FOAM & MAKE COVER
HERBST UPHOLSTERY	640.00	UNIT #2502 - BUS - 2 SEATS FOAM/COVER
HILLS & DALES CHILD DEVELOPMENT	489.22	Franchise Fee FY26
HILLS & DALES CHILD DEVELOPMENT	131.42	Franchise Fee FY26
HODGE COMPANY	9,556.06	FY26 Data Center Rent and Expenses
HOLY FAMILY CATHOLIC SCHOOLS	128.05	Franchise Fee FY26
Howmedica Osteonics Corp	1,580.82	LifePak 15 Cardiac Monitor
Howmedica Osteonics Corp	18,500.00	LifePak 15 Cardiac Monitor
HOYNE LANDSCAPING & SNOW PLOWING	524.68	BLACK DIRT FOR EPP AND VETS
IMWCA	15,839.44	TPA Payments - November 2025
IOWA DEPARTMENT OF AGRICULTURE	30.00	PESTICIDE APPLICATORS LICENSE-PARKS
IOWA DEPT OF TRANSPORTATION	105.12	Paper for MCTs
IOWA KENWORTH INC	180.33	STOCK - GILLIG 12/09/2025
IOWA NAHRO	1,580.00	Iowa NAHRO 2026 Annual Conference
J & R SUPPLY COMPANY	3,912.50	FIRE HYDRANT CHAINS AND PARTS
J & R SUPPLY COMPANY	86.27	HIVIZ SOFTSHELL JACKET AND LOGO FEE FOR S.VALENTIN
J & R SUPPLY COMPANY	122,850.00	FIRE HYDRANTS FOR STOCK
J & R SUPPLY COMPANY	1,375.00	TAP SLEEVE FOR MOZENA PROPERTY
J & R SUPPLY COMPANY	9,075.00	BOLTS, MEGA LUGS & TAPPING SADDLE PARTS
J & R SUPPLY COMPANY	9,800.00	REPLACE VALVES INSTALLED FOR REPLACEMENT
J & R SUPPLY COMPANY	430.00	CONNECTORS FOR TEES & VALVES
J & R SUPPLY COMPANY	9,315.00	PIPE & COUPLINGS FOR WATER MAIN REPAIRS
JAEGER PLUMBING & PUMP INC	646.39	HDQ-Replace Kitchen Faucet at Headquarters
JAY M MORRISSETTE	171.00	Per Diem FBINNA Leadership Course
JQ Construction LLC	102,041.69	LEAD SERVICE LINE REPO. PROJ-PHASE 1 CONSTRUCTION
Katie Cove Homeowners Association	800.00	2026 Dues - 1st Semi-Annual Road Fund
KAY CONSTRUCTION LLC	2,233.53	1900 Washington Sidewalk repairs
KENNETH J MEYER	145.00	GARAGE - SHOP SUPPLIES (GLOVES) 12/19/25
KILBURG EQUIPMENT LLC	168.50	GARAGE - STOCK RUBBISH 12/10/2025
Lake Assault Boats, LLC	85,416.00	Landing Craft Style Fire Boat
LESLEIN TRUCKING	14,504.40	FY2026 BLANKET PO - SLUDGE HAULING SERVICES

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
LINK HYDRAULIC & SUPPLY	119.94	Unit #540001 - LIGHTBAR
LORAS COLLEGE	3,594.70	Franchise Fee FY26
MANDERS INC	800.00	FALL PAVER INSTALLATION
MARTIN EQUIPMENT OF IL INC	159.90	UNIT#3452 -LF PLUG END
MARTIN EQUIPMENT OF IL INC	382.47	UNIT#3453 - LANDFILL DOZER PARTS 12/09/2025
MARTIN EQUIPMENT OF IL INC	487.38	UNIT#3456 - Landfill dozer repair parts 12/09/25
MARTIN EQUIPMENT OF IL INC	1,040.75	UNIT#3471 -LF COMPACTOR FILTERS
MARTIN EQUIPMENT OF IL INC	1,486.13	UNIT#3226 - WO8547 - O-RING, ACTUATORS
MARTIN EQUIPMENT OF IL INC	250.15	UNIT#3471 - LF COMPACTOR LUBE, FLUID ANA KIT
MARTIN EQUIPMENT OF IL INC	178.99	UNIT#3455 - LF DOZER PARTS
MARTIN EQUIPMENT OF IL INC	159.99	UNIT#3456 - LF O-RINGS & HOSES
MARTIN EQUIPMENT OF IL INC	68.65	UNIT#3476 - LF EXCAVATOR FILTERS
MARTIN EQUIPMENT OF IL INC	1,302.54	UNIT#3476 - LF EXCAVATOR - TOOTH
MARTIN EQUIPMENT OF IL INC	264.97	UNIT#3455 - LF DOZER - HOSE, FILLER CAP, TANK
MEDIACOM	236.90	FY26 INTERNET FOR POD MARINA
MEDICAL ASSOCIATES CLINIC PC	1,860.00	Random drug and alcohol tests - November 2025
MIDWEST HARDWOODS INC	(452.00)	HARDWOOD FOR PICNIC TABLES
MIDWEST HARDWOODS INC	7,030.52	HARDWOOD FOR PICNIC TABLES
MIKE FINNIN FORD LLC	483.51	STOCK - MINI BUS 12/9/2025
MIKE FINNIN FORD LLC	250.88	UNIT #3246 - WO8608 - SENSOR
MIKE FINNIN FORD LLC	315.00	UNIT #110004 - WO8638 - FUEL TUBE ASY
MIKE FINNIN FORD LLC	350.07	UNIT #4902 - WO8607 - BRADK, LAMP ASY
MIKE FINNIN FORD LLC	1,372.87	GARAGE - STOCK POLICE 12/21/2025
MIKE FINNIN FORD LLC	77.73	UNIT #2616 - WO 8686 - SWITCH
MISCELLANEOUS	14.00	AC REFUND FOR DUPLICATE PAYMENT
MOBOTREX INC	2,520.00	Mobotrex Repair Power Supply Failure
MOLO OIL COMPANY	1,120.33	COD FIRE DEPT VEHICLE FUEL 10/31/2025
MOLO OIL COMPANY	688.42	COD FIRE DEPT VEHICLE FUEL 11/30/2025
MOLO OIL COMPANY	18,225.50	GARAGE ACCT #1157 - FUEL 11/18/2025
MOLO OIL COMPANY	7,526.97	GARAGE ACCT#1157 - FUEL
MSA PROFESSIONAL SERVICES INC	4,000.00	GREYHOUND PK RD WATER MAIN LOOP PROJECT
MTI DISTRIBUTING INC	6,506.14	PARTS FOR EMERGENCY REPAIRS #4470
MULGREW OIL COMPANY	85.76	Diesel Fuel for Headquarters Generator
MULGREW OIL COMPANY	172.36	Diesel Fuel for Headquarters Generator
NEIGHBORHOOD EVOLUTION LLC	6,000.00	Nevo consulting svcs
NEIGHBORHOOD EVOLUTION LLC	500.00	Nevo consulting svcs
NEWT MARINE SERVICE	3,589.19	2025 Riverfront Dock Spud Barge Rental
NEWT MARINE SERVICE	5,000.00	2025 Riverfront Dock Spud Barge Rental
NEWT MARINE SERVICE	5,000.00	2025 Riverfront Dock Spud Barge Rental
NEWT MARINE SERVICE	4,909.63	2025 Riverfront Dock Spud Barge Rental
NICHOLAS EDWARDS, MD	3,333.33	EMS Director Yearly Salary for EMS Support FY26
O'REILLY AUTOMOTIVE INC	(233.07)	Unit # 130004- Battery
O'REILLY AUTOMOTIVE INC	28.97	UNIT #2609 - WO8351 - CAPSULES
O'REILLY AUTOMOTIVE INC	75.98	UNIT #2609 - WO8351 - WIPER BLADES
O'REILLY AUTOMOTIVE INC	48.59	UNIT #110035 - WO2938 - WASHER PUMP
O'REILLY AUTOMOTIVE INC	47.52	UNIT #0906 - WO6067 - MULTI SW
O'REILLY AUTOMOTIVE INC	143.88	STOCK - WIPER BLADES 12/10/2025
O'REILLY AUTOMOTIVE INC	126.99	UNIT #110014 - WO 8575 - BATTERY & CORE CHARGE
O'REILLY AUTOMOTIVE INC	196.99	UNIT #110014 - BATTERY, CORE EXCHANGE
O'REILLY AUTOMOTIVE INC	32.98	GARAGE - SHOP SUPPLIES 12/18/2025
O'REILLY AUTOMOTIVE INC	79.98	UNIT #1903 - WO8682 - DIESEL EXTRM
O'REILLY AUTOMOTIVE INC	(35.98)	Unit#4442 1 Gallon Anti-Freeze
O'REILLY AUTOMOTIVE INC	(42.96)	UNIT# 1783 Replacement Parts
O'REILLY AUTOMOTIVE INC	(19.40)	STOCK - Copper Plugs for Inventory
O'REILLY AUTOMOTIVE INC	(23.91)	UNIT# 4103 Engine Belt Replacement
O'REILLY AUTOMOTIVE INC	(83.16)	STOCK Items:
O'REILLY AUTOMOTIVE INC	(31.98)	UNIT# 1922 Replace Air Filter
O'REILLY AUTOMOTIVE INC	(157.96)	UNIT #1913 Replacement Parts: Brake Components
O'REILLY AUTOMOTIVE INC	(103.92)	12007 & 12270 10.3 oz Silicn
ORIGIN DESIGN CO	7,767.00	PROF SVCS-PRIVATE LEAD LINE REPL. PROG PHASE 1

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
O'TOOLE OFFICE SUPPLY COMPANY	76.50	UPDATED NAME PLATES FOR ADMIN
OVERHEAD DOOR COMPANY	524.25	JOTC garage door repairs 11/22/25
PEGGY S ABIDI	36.75	MILEAGE REIMBURSEMENT-ABIDI
PER MAR SECURITY SERVICES	235.71	FY26 Fed Bldg Fire Alarm Monitoring
PRAIRIE FARMS	499.80	Franchise Fee FY26
PRAIRIE FARMS	3,275.32	Franchise Fee FY26
PRAIRIE FARMS	483.98	Franchise Fee FY26
PRAIRIE FARMS	3,447.31	Franchise Fee FY26
PRECISE MRM LLC	360.00	Precise vehicle monitoring Engineering
R & J Window Cleaning LLC	275.00	WINDOW CLEANING- POD MARINA
R & J Window Cleaning LLC	275.00	WINDOW CLEANING- POD MARINA
R W BORLEY ADVERTISING INC	150.10	Calendars
RACOM CORPORATION	16.95	Headband Replacement for Portable Radio
RAPIDS REPRODUCTION INC	340.00	Rapid Reproductions- cable replacement
RDG PLANNING & DESIGN	4,042.00	Q Casino Amphitheater Planning-New PO w/New Coding
RDG PLANNING & DESIGN	40,194.38	Q Casino Amphitheater Planning-New PO w/New Coding
RDG PLANNING & DESIGN	429.57	Q Casino Amphitheater Planning-New PO w/New Coding
RDG PLANNING & DESIGN	2,003.00	Q Casino Amphitheater Planning-New PO w/New Coding
RDG PLANNING & DESIGN	605.00	Q Casino Amphitheater Planning-New PO w/New Coding
RDG PLANNING & DESIGN	7,062.89	Q Casino Amphitheater Planning-New PO w/New Coding
RDG PLANNING & DESIGN	1,400.00	Q Casino Amphitheater Planning-New PO w/New Coding
RDG PLANNING & DESIGN	8,795.25	Q Casino Amphitheater Planning-New PO w/New Coding
RDG PLANNING & DESIGN	525.00	Q Casino Amphitheater Planning-New PO w/New Coding
RILCO, Inc	325.50	Def Bulk
RILCO, Inc	4,536.50	GARAGE - Bulk Fluids 12/09/2025
ROEDER IMPLEMENT INC	572.62	GARAGE - STOCK CAMERAS - 12/15/2025
ROUSSELOT INC	717.42	Franchise Fee FY26
SADLER POWER TRAIN INC	1,306.35	STOCK FILTERS 12/09/2025
SADLER POWER TRAIN INC	326.44	STOCK LIGHTS 12/10/2025
SADLER POWER TRAIN INC	21.06	STOCK LIGHTS 12/09/2025
SADLER POWER TRAIN INC	141.60	GARAGE - STOCK LIGHTS 12/12/2025
SADLER POWER TRAIN INC	132.60	GARAGE - SHOP SUPPLIES 12/17/2025
SADLER POWER TRAIN INC	198.90	GARAGE - SHOP SUPPLIES 12/18/2025
SIMON FIRE EQUIPMENT & REPAIR INC	521.39	Unit #1903 - WO8613 - DRAWER
SIMON FIRE EQUIPMENT & REPAIR INC	594.00	GARAGE - STOCK REPAIR KITS 11/03/2025
SIMON FIRE EQUIPMENT & REPAIR INC	464.51	Unit #130003 - WO8496 - 300 AMP CONTRACTOR
SIMON FIRE EQUIPMENT & REPAIR INC	38.50	UNIT# 8548 - FIRE - REPAIR PRESSURE GOVENORS
SPX CORPORATION	178.14	Genfare Mobile Ticketing Nov 25
SR Custom Metal Railings, LLC	3,036.60	Railing fab and install
STEEL MART	79.00	METAL FOR GATE LOCKS
STEPHEN GREEN	100.00	REIMBURSEMENT FOR TRIP TO WEST DES MOINES
STRAND ASSOCIATES INC	21,467.36	Schmitt Island Sanitary Project
STRAND ASSOCIATES INC	532.17	42-Inch Force Main Stabilization Proj
STRAND ASSOCIATES INC	343.03	WELL NO. 11 SOURCE WATER-CONSULTANT SVCS
Sunset Law Enforcement, LLC	2,487.00	Titamium Suppressor
SUPERION, LLC	360.00	New License for Farley
SUSAN M STOPPELMOOR	1,140.00	FY26 RECREATION CLASS INSTRUCTOR
THE DUBUQUE ADVERTISER	975.00	12 Steps ad that ran in this week's DbqAdv
THE FISCHER COMPANIES	160.00	FY26 Parking Althoff, AC, Link, Murphy - Blanket
THE FISCHER COMPANIES	40.00	Parking Spot-Media Services
THE LOCKSMITH EXPRESS	22.50	LOCKS AND KEYS FOR PARKS
THOMPSON TIRE & RETREAD	(165.00)	UNIT#540003 - PARTS/SERVICE
THOMPSON TIRE & RETREAD	3,824.54	UNIT#3407 - TIRE REPAIR
THOMPSON TIRE & RETREAD	354.00	UNIT#3252 - TIRE REPAIR
THOMPSON TIRE & RETREAD	147.86	UNIT#110043 - WO8594 - TIRE REPAIR
THOMPSON TIRE & RETREAD	1,330.00	UNIT#3246 - TIRE REPAIR
THOMPSON TIRE & RETREAD	1,672.00	UNIT#4034 - TIRE REPAIR
THOMPSON TIRE & RETREAD	1,053.00	UNIT#3205 - TIRE REPAIR
THOMPSON TIRE & RETREAD	200.00	UNIT#3279 - TIRE REPAIR
THOMPSON TIRE & RETREAD	483.08	UNIT#2109 - TIRE REPAIR

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
THOMPSON TIRE & RETREAD	1,788.00	GARAGE - STOCK POLICE 12/16/2025
THOMPSON TIRE & RETREAD	162.00	UNIT#2619 - TIRE REPAIR
THOMPSON TIRE & RETREAD	632.00	UNIT#3206 - TIRE REPAIR
THOMPSON TIRE & RETREAD	1,264.00	UNIT#540011 - TIRE REPAIR
THOMPSON TIRE & RETREAD	760.00	UNIT#4902 - TIRE REPAIR
THOMPSON TIRE & RETREAD	243.00	UNIT#3209 - TIRE REPAIR
TIMOTHY J WITTSTOCK	299.94	Police Supplies
TOP GRADE EXCAVATING INC	11,500.00	Station 2-Storm Sewer Pipe Replacement
TURPIN DODGE OF DUBUQUE LLC	481.50	UNIT #3101 - WO8688 - MIRROR
TURPIN DODGE OF DUBUQUE LLC	(42.74)	Stock
TYLER TECHNOLOGIES, INC	15.00	Tyler Chargeback Activity
TYLER TECHNOLOGIES, INC	30.00	Tyler Chargeback Activity
UNION HOERMANN PRESS	125.05	Franchise Fee FY26
VAN-WALL EQUIPMENT CO	286.12	MACHINE EQUIPMENT
VERIZON WIRELESS SERVICES LLC	102.61	Fixed Route Signs Data Nov 25
VERIZON WIRELESS SERVICES LLC	255.64	Fixed Route Rangers Data Nov 25
Vestis Group Inc (f/k/a Aramark)	131.97	Linens, tablecloths, cleaning cloths
WARTBURG THEOLOGICAL SEMINARY	489.76	Franchise Fee FY26
WARTBURG THEOLOGICAL SEMINARY	95.47	Franchise Fee FY26
WCS PHOTO	139.00	Photo Sitting/Downloading Charge
WELU PRINTING COMPANY	43.13	FY26 Welu Printing-Business Cards
WENZEL TOWING SERVICE	250.00	Unit #1902 - FIRE TRUCK TOWING
WESTPHAL & COMPANY, INC	5,803.25	Data Center Access System
WHKS AND COMPANY	108.73	Auburn and Custer Bidding and Construction Assista
WHKS AND COMPANY	10,075.47	Brunskill Rd Sanitary Sewer Streambank Restoration
WHKS AND COMPANY	6,547.22	Wildwood Bridge Replacement Consulting Engineers
	21,367.54	Dubuque County Sheriff Dec25
	<u>\$ 1,204,223.78</u>	

EXCEPTIONS TO COUNCIL APPROVAL

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
520008	12/30/2025	ACCESS TECHNOLOGIES INC	\$	8,361.91 FY26 Copy and Print Costs for Malfunctions
1017222	12/23/2025	ACCURATE ANALYTICAL TESTING		136.00 AAT Dust Wipes Testing LHH21 11.30.2025 inv#L14443
1017232	12/23/2025	ADVANTAGE SHEET METAL INC		2,151.50 HVAC REPAIRS TO JOTC
1017232	12/23/2025	ADVANTAGE SHEET METAL INC		157.50 SERVICE CALL TO 2241 LINCOLN-GREENHOUSE
1017265	12/30/2025	AIRGAS USA LLC		16.20 LF-Rent Cyl Large Acetylene, Argon, Oxygen 12/30/2
519978	12/23/2025	ALAN J STOLTZ		180.00 BASKETBALL REFEREE
519981	12/23/2025	ALICIA M TURNIS		128.10 Mileage
519959	12/23/2025	ALL SEASONS HEATING & COOLING		7,398.30 PELICAN SYSTEM
519960	12/23/2025	ALLIANT ENERGY		22.62 2820 Brunswick St.-Alliant Energy (City Owned)
519960	12/23/2025	ALLIANT ENERGY		268.02 ELECTRIC BILLS FOR FY26
519960	12/23/2025	ALLIANT ENERGY		27.05 FY26 Electric Traffic & Street Lights
519960	12/23/2025	ALLIANT ENERGY		40.71 FY26 Electric Traffic & Street Lights
519960	12/23/2025	ALLIANT ENERGY		23.40 FY26 Electric Traffic & Street Lights
519960	12/23/2025	ALLIANT ENERGY		58.61 FY26 Electric Traffic & Street Lights
519960	12/23/2025	ALLIANT ENERGY		327.07 FY26 Electric Traffic & Street Lights
519960	12/23/2025	ALLIANT ENERGY		1,478.39 FY26 Electric Traffic & Street Lights
519960	12/23/2025	ALLIANT ENERGY		121.97 FY26 Electric Traffic & Street Lights
519960	12/23/2025	ALLIANT ENERGY		1,540.54 FY26 Electric Traffic & Street Lights
519960	12/23/2025	ALLIANT ENERGY		788.72 FY26 535 E 16th
519960	12/23/2025	ALLIANT ENERGY		71.45 Blanket Purchase Order - Monthly Electric Service
519960	12/23/2025	ALLIANT ENERGY		300.24 Blanket Purchase Order - Monthly Electric Service
519960	12/23/2025	ALLIANT ENERGY		144.45 Blanket Purchase Order - Monthly Electric Service
519960	12/23/2025	ALLIANT ENERGY		22.98 Blanket Purchase Order - Monthly Electric Service
519960	12/23/2025	ALLIANT ENERGY		166.24 Blanket Purchase Order - Monthly Electric Service
519960	12/23/2025	ALLIANT ENERGY		1,191.40 Blanket Purchase Order - Monthly Electric Service
519960	12/23/2025	ALLIANT ENERGY		40.65 Blanket Purchase Order - Monthly Electric Service
519960	12/23/2025	ALLIANT ENERGY		33.55 Blanket Purchase Order - Monthly Electric Service
519960	12/23/2025	ALLIANT ENERGY		603.89 Blanket Purchase Order - Monthly Electric Service
519960	12/23/2025	ALLIANT ENERGY		200.23 Blanket Purchase Order - Monthly Electric Service
519960	12/23/2025	ALLIANT ENERGY		77.11 Blanket Purchase Order - Monthly Electric Service
519960	12/23/2025	ALLIANT ENERGY		172.02 Blanket Purchase Order - Monthly Electric Service
519960	12/23/2025	ALLIANT ENERGY		30.25 Blanket Purchase Order - Monthly Electric Service
519960	12/23/2025	ALLIANT ENERGY		78.47 Parking Lot Lites electrical service
519961	12/23/2025	ALLIANT ENERGY		14.48 Blanket Purchase Order - Monthly Electric Service
519961	12/23/2025	ALLIANT ENERGY		21.17 Blanket Purchase Order - Monthly Electric Service
520002	12/30/2025	ALLIANT ENERGY		353.04 FY 2026 Energy Costs for Various Locations
520002	12/30/2025	ALLIANT ENERGY		51.52 FY26 Electric Traffic & Street Lights
520002	12/30/2025	ALLIANT ENERGY		93.66 FY26 Electric Traffic & Street Lights
520002	12/30/2025	ALLIANT ENERGY		2,832.29 FY 26 City Hall Electricity
520002	12/30/2025	ALLIANT ENERGY		4,056.05 FY26 350 W 6th Electricity
520002	12/30/2025	ALLIANT ENERGY		31.08 ELECTRIC BILLS FOR FY26
520002	12/30/2025	ALLIANT ENERGY		14.16 Blanket Purchase Order - Monthly Electric Service
520002	12/30/2025	ALLIANT ENERGY		864.95 Blanket Purchase Order - Monthly Electric Service
520002	12/30/2025	ALLIANT ENERGY		33.88 Blanket Purchase Order - Monthly Electric Service
520002	12/30/2025	ALLIANT ENERGY		23.76 Blanket Purchase Order - Monthly Electric Service
520002	12/30/2025	ALLIANT ENERGY		562.11 Blanket Purchase Order - Monthly Electric Service
520002	12/30/2025	ALLIANT ENERGY		276.87 Blanket Purchase Order - Monthly Electric Service
520002	12/30/2025	ALLIANT ENERGY		93.00 Blanket Purchase Order - Monthly Electric Service
520002	12/30/2025	ALLIANT ENERGY		169.31 Blanket Purchase Order - Monthly Electric Service
520002	12/30/2025	ALLIANT ENERGY		80.83 Blanket Purchase Order - Monthly Electric Service
520002	12/30/2025	ALLIANT ENERGY		37.23 Blanket Purchase Order - Monthly Electric Service
520002	12/30/2025	ALLIANT ENERGY		365.64 Blanket Purchase Order - Monthly Electric Service
520002	12/30/2025	ALLIANT ENERGY		210.53 Blanket Purchase Order - Monthly Electric Service
520002	12/30/2025	ALLIANT ENERGY		43.55 Blanket Purchase Order - Monthly Electric Service
520002	12/30/2025	ALLIANT ENERGY		1,473.49 Blanket Purchase Order - Monthly Electric Service
1017229	12/23/2025	Amano McGann Inc		1,161.00 Amano McGann Amano One Elite Software Package
1017228	12/23/2025	Amazon Capital Services, Inc.		7,398.00 Direct to film print and cure
1017239	12/30/2025	AMERICAN ASSOCIATION OF AIRPORT EXECUTIVES		700.00 US Contract Tower Association Membership
1017239	12/30/2025	AMERICAN ASSOCIATION OF AIRPORT EXECUTIVES		1,881.00 DigiCast ID media software
519962	12/23/2025	AMERICAN LEGION POST 6		792.00 FLAGS FOR PARKS DEPARTMENT
1017231	12/23/2025	ANNA LILLIAN WOLLE		350.20 Wolle - IMAA
519987	12/23/2025	AT&T Mobility National Accounts, LLC		1,407.88 IPHONES AND IPADS PARKS-OCT 29-NOV 28, 2025
519987	12/23/2025	AT&T Mobility National Accounts, LLC		5,229.45 At&T Firstnet 09/29-10/28 Iphone + tablet
519987	12/23/2025	AT&T Mobility National Accounts, LLC		2,012.98 At&T First Net August 8/29-09/28 \$2,012.98
519987	12/23/2025	AT&T Mobility National Accounts, LLC		2,012.98 At&T First Net July28 \$2,012.98
519987	12/23/2025	AT&T Mobility National Accounts, LLC		2,105.13 At&T First Net 10/29-11/28 \$2,105.13
519987	12/23/2025	AT&T Mobility National Accounts, LLC		3,910.04 FY2026 BLANKET PO - MONTHLY PHONE & IPAD COSTS
1017195	12/23/2025	AV FUEL		20,177.04 Blanket Purchase Order - Aviation Fuel
1017195	12/23/2025	AV FUEL		5,218.24 Blanket Purchase Order - Aviation Fuel
1017241	12/30/2025	AV FUEL		19,827.22 Blanket Purchase Order - Aviation Fuel
1017241	12/30/2025	AV FUEL		20,262.51 Blanket Purchase Order - Aviation Fuel
1017242	12/30/2025	AY MCDONALD MFG CO		400.81 Franchise Fee FY26
1017188	12/17/2025	B G BRECKE INC		600.00 Monthly Boiler Check- 2401 Central Nov 2025
1017185	12/17/2025	BARD MATERIALS CENTRAL		738.85 Various Concrete Products
1017186	12/17/2025	BAY SCAN TECHNOLOGIES		1,816.12 RFID tags for library materials
519997	12/23/2025	BCBS OF IA		624.22 AMBULANCE REFUND
519980	12/23/2025	BELLEVUE HERALD-LEADER INC		655.00 Half Page Advertisement
1017233	12/23/2025	BIECHLER ELECTRIC INC		241.60 Move Runway Signs
1017233	12/23/2025	BIECHLER ELECTRIC INC		280.00 REPLACE BOARD ON SELF FUEL COUNSEL

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1017233	12/23/2025	BIECHLER ELECTRIC INC	280.00	WIRE CORD REEL
1017233	12/23/2025	BIECHLER ELECTRIC INC	331.58	REPLACE FAULTY RELAY ON JET A PUMP
1017233	12/23/2025	BIECHLER ELECTRIC INC	1,858.70	REPAIR APRON AND PARKING LOT LIGHTS
1017278	12/30/2025	BIECHLER ELECTRIC INC	1,384.19	Hook Up AED's at Comiskey, Vets, Marshal Parks
1017253	12/30/2025	BIG RIVER SIGN COMPANY INC	1,202.48	LF- Graphics for Receptacles
1017194	12/23/2025	BLACK HILLS/IOWA GAS UTILITY CO	23.22	2527 Washington St (City Owned) Black Hills Energ
1017194	12/23/2025	BLACK HILLS/IOWA GAS UTILITY CO	139.55	514 Angella St - (City Owned) Black Hills Energy
1017194	12/23/2025	BLACK HILLS/IOWA GAS UTILITY CO	97.46	821 Garfield Ave. - Black Hills Energy (City Owned)
1017194	12/23/2025	BLACK HILLS/IOWA GAS UTILITY CO	73.95	2820 Brunswick St.-Black Hills Energy (City Owned)
1017194	12/23/2025	BLACK HILLS/IOWA GAS UTILITY CO	86.30	FY26 Gas Service for 300 Main, Suite 330
1017194	12/23/2025	BLACK HILLS/IOWA GAS UTILITY CO	974.75	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
1017194	12/23/2025	BLACK HILLS/IOWA GAS UTILITY CO	43.09	FY2026 BLANKET PO - GAS COSTS
1017194	12/23/2025	BLACK HILLS/IOWA GAS UTILITY CO	146.12	FY2026 BLANKET PO - GAS COSTS
1017194	12/23/2025	BLACK HILLS/IOWA GAS UTILITY CO	96.78	FY2026 BLANKET PO - GAS COSTS
1017194	12/23/2025	BLACK HILLS/IOWA GAS UTILITY CO	55.42	FY2026 BLANKET PO - GAS COSTS
1017194	12/23/2025	BLACK HILLS/IOWA GAS UTILITY CO	603.24	Blanket Purchase Order - Monthly Gas Service
1017194	12/23/2025	BLACK HILLS/IOWA GAS UTILITY CO	337.68	Blanket Purchase Order - Monthly Gas Service
1017194	12/23/2025	BLACK HILLS/IOWA GAS UTILITY CO	262.22	Blanket Purchase Order - Monthly Gas Service
1017194	12/23/2025	BLACK HILLS/IOWA GAS UTILITY CO	130.17	Blanket Purchase Order - Monthly Gas Service
1017194	12/23/2025	BLACK HILLS/IOWA GAS UTILITY CO	43.09	NATURAL GAS FOR FY26
1017194	12/23/2025	BLACK HILLS/IOWA GAS UTILITY CO	170.02	NATURAL GAS FOR FY26
1017194	12/23/2025	BLACK HILLS/IOWA GAS UTILITY CO	198.22	NATURAL GAS FOR FY26
1017194	12/23/2025	BLACK HILLS/IOWA GAS UTILITY CO	357.81	NATURAL GAS FOR FY26
1017194	12/23/2025	BLACK HILLS/IOWA GAS UTILITY CO	746.00	NATURAL GAS FOR FY26
1017240	12/30/2025	BLACK HILLS/IOWA GAS UTILITY CO	91.34	FY26 LF BLANKET PO- GAS COSTS
1017240	12/30/2025	BLACK HILLS/IOWA GAS UTILITY CO	183.32	Blanket Purchase Order - Monthly Gas Service
1017240	12/30/2025	BLACK HILLS/IOWA GAS UTILITY CO	147.53	Blanket Purchase Order - Monthly Gas Service
1017240	12/30/2025	BLACK HILLS/IOWA GAS UTILITY CO	518.55	Blanket Purchase Order - Monthly Gas Service
1017240	12/30/2025	BLACK HILLS/IOWA GAS UTILITY CO	265.12	Blanket Purchase Order - Monthly Gas Service
1017243	12/30/2025	BLACKSTONE AUDIO BOOKS	177.35	CD Audio Books for Library Collection
1017226	12/23/2025	Boomerang Corp	12,967.15	Granger Creek Lift Station Improvements
1017226	12/23/2025	Boomerang Corp	193,478.92	Relocate Taxiway Alpha Phase 3 - Phase 2 Constr.
1017190	12/17/2025	BOUND TO STAY BOUND BOOKS INC	743.18	Children's books for collection
1017283	12/30/2025	BOUND TO STAY BOUND BOOKS INC	465.47	Children's books for collection
1017283	12/30/2025	BOUND TO STAY BOUND BOOKS INC	983.96	Children's books for Outreach - Bright Beginnings
1017273	12/30/2025	Braden Daniels	1,750.00	Tuition Reimbursement for fall semester 2025
519993	12/23/2025	BRIMEYER, MANDA J	41.22	UB 07796 1551 BLUFF
520035	12/30/2025	Bruce Lange	175.00	Ground Transportation Reimbursement
1017196	12/23/2025	BTS INC	5,194.91	Iowa St Ramp Elevator Phone Service Call
1017191	12/17/2025	CAPITAL SANITARY	265.26	Janitorial Supplies - JOTC building
1017191	12/17/2025	CAPITAL SANITARY	60.13	Janitorial Supplies - Intermodal
1017191	12/17/2025	CAPITAL SANITARY	20.62	Janitorial Supplies - Intermodal
1017191	12/17/2025	CAPITAL SANITARY	470.44	Janitorial Supplies
1017191	12/17/2025	CAPITAL SANITARY	84.03	Janitorial Supplies
1017191	12/17/2025	CAPITAL SANITARY	79.07	ST4&HDQ-Janitorial Supplies
1017191	12/17/2025	CAPITAL SANITARY	45.78	ST4&HDQ-Janitorial Supplies
1017191	12/17/2025	CAPITAL SANITARY	193.76	ST4&HDQ-Janitorial Supplies
1017238	12/23/2025	CAPITAL SANITARY	230.40	JANITORIAL SUPPLIES FOR PARKS
1017284	12/30/2025	CAPITAL SANITARY	248.35	HDQ-Janitorial Supplies
519986	12/23/2025	CARMAC MANAGEMENT INC	8,524.04	2025TIF Fall/FY26
519998	12/23/2025	CAROL A PILKENTON	200.00	AMBULANCE REFUND
260600010	12/12/2025	CENTURY LINK	42.57	FY26 CL Phone Charges
260600011	12/18/2025	CENTURY LINK	86.14	FY26 CL Phone Charges
260600012	12/20/2025	CENTURY LINK	205.08	FY26 CL Phone Charges
260600013	12/20/2025	CENTURY LINK	0.14	FY26 CL Phone Charges
520020	12/30/2025	Chad Sharkey	100.00	REIMBURSEMENT FOR TRIP TO WEST DES MOINES
1017212	12/23/2025	CHRISTOPHER J LESTER	20.65	NOVEMBER 2025 MILEAGE FOR CHRIS LESTER
1017197	12/23/2025	CINTAS CORP	173.28	Cintas Ramp Rugs FY26
1017197	12/23/2025	CINTAS CORP	128.16	Cintas Ramp Rugs FY26
1017244	12/30/2025	CINTAS CORP	20.01	Various Maintenance - FY26
1017244	12/30/2025	CINTAS CORP	53.86	Various Maintenance - FY26
1017244	12/30/2025	CINTAS CORP	55.96	Floor Mat Service
1017244	12/30/2025	CINTAS CORP	221.57	Floor Mat Service
1017244	12/30/2025	CINTAS CORP	100.98	Floor Mat Service
1017244	12/30/2025	CINTAS CORP	55.96	Floor Mat Service
1017244	12/30/2025	CINTAS CORP	262.48	Various Maintenance - FY26
520003	12/30/2025	CINTAS FIRST AID & SAFETY	104.33	FIRST AIDE CABINET RESTOCKED
519990	12/23/2025	Coast to Coast Personal Transportation	195.00	Blanket Purchase Order - Lost Baggage Return
1017176	12/17/2025	COMELEC SERVICES INC	120.00	KDUB Tower Fees - 8 Units - FY26
1017198	12/23/2025	COMMUNICATIONS ENGINEERING CO	12,750.00	CEC Block of labor
519983	12/23/2025	COMMUNITY INCORPORATED	250.00	Denver Air Marketing - New service ORD-DBQ
519983	12/23/2025	COMMUNITY INCORPORATED	250.00	Denver Air Marketing - New service ORD-DBQ
519983	12/23/2025	COMMUNITY INCORPORATED	1,000.00	Denver Air Marketing - New service ORD-DBQ
520036	12/30/2025	Constance Hutchcroft	175.00	Ground Transportation Reimbursement
1017217	12/23/2025	CONSTELLATION NEW ENERGY GAS DIV	1,531.19	FY2026 BLANKET PO - GAS COSTS
1017263	12/30/2025	CONSTELLATION NEW ENERGY GAS DIV	483.45	COD-Dubuque City Garage: Kerper OCT 2025
1017199	12/23/2025	Cottingham & Butler Inc	11,443.59	ACA Reporting Project
1017199	12/23/2025	Cottingham & Butler Inc	1,000.00	Job Evaluation Retainer
1017245	12/30/2025	Cottingham & Butler Inc	1,000.00	Job Evaluation Retainer - October 2025
520023	12/30/2025	COX SPRINGS FARM	9.95	BACKGROUND CHECK FEE REFUND
1017254	12/30/2025	CRENNA M BRUMWELL	350.20	Brumwell - IMAA

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1017269	12/30/2025	DANIEL J MAYNE	300.00	LF- RCON- SWANA
1017262	12/30/2025	DANIELLE K DAY	47.25	Reimbursement for Program Supplies
1017202	12/23/2025	DAVE HINZ CONSTRUCTION INC	14,000.00	3rd and Main Chamber Patio Railing
1017202	12/23/2025	DAVE HINZ CONSTRUCTION INC	5,500.00	3rd and Main Chamber Patio Railing
1017264	12/30/2025	DAVID M KING	90.00	BASKETBALL REFEREE
1017200	12/23/2025	DELTA DENTAL OF IOWA	3,366.12	FY26 Delta Dental - January 2026
1017200	12/23/2025	DELTA DENTAL OF IOWA	25,645.10	FY26 Delta Dental - January 2026
1017258	12/30/2025	DEMMEER OIL COMPANY	24,123.60	7308 Gallons of Diesel
519992	12/23/2025	Dubuque American Legion Auxiliary Unit 6	1,600.00	SD Grant-Youth Leadership-American Legion Auxiliar
520004	12/30/2025	DUBUQUE AREA CHAMBER OF COMMERCE	55.00	Forecast Luncheon 2026
520004	12/30/2025	DUBUQUE AREA CHAMBER OF COMMERCE	25.00	Legislative Kickoff 2026
519963	12/23/2025	DUBUQUE COUNTY ABSTRACT & TITLE	155.00	ABSTRACT FEES FOR 35 CLARKE AND 632 W 8TH
1017246	12/30/2025	DUBUQUE COUNTY FIRE ASSOCIATION	750.00	Emergency Responder Training Facility 2026
519964	12/23/2025	DUBUQUE COUNTY RECORDER	12.00	RECORDING FEE FOR 5 PROPERTIES
519964	12/23/2025	DUBUQUE COUNTY RECORDER	7.00	Dubuque County Recorder-CDBG (Blanket PO)
519964	12/23/2025	DUBUQUE COUNTY RECORDER	32.00	Recording Fees Engineering
519964	12/23/2025	DUBUQUE COUNTY RECORDER	37.00	Recording Fees Engineering
519964	12/23/2025	DUBUQUE COUNTY RECORDER	47.00	Dubuque County Recorder -Ordinance
519964	12/23/2025	DUBUQUE COUNTY RECORDER	54.00	Recording Fees-LHH24
1017247	12/30/2025	DUBUQUE HOSE & HYDRAULICS	401.15	LF- Shop Supplies 12/01/25
1017247	12/30/2025	DUBUQUE HOSE & HYDRAULICS	431.90	LF- Shop Supplies 12/01/25
519965	12/23/2025	DUBUQUE VISITING NURSE ASSOCIATION	657.71	2024 HHP VNA Charges
519984	12/23/2025	EASTERN IOWA ASPHALT MAINTENANCE IN	2,567.48	Re-Stripe Intermodal Ramp
519984	12/23/2025	EASTERN IOWA ASPHALT MAINTENANCE IN	9,196.48	Re-Stripe Intermodal Ramp
1017218	12/23/2025	EASTERN IOWA EXCAV & CONCRETE LLC	27,428.63	RUSTIC POINT PARK DEVELOPMENT
1017218	12/23/2025	EASTERN IOWA EXCAV & CONCRETE LLC	64,094.34	Iowa Amphitheater Schmitt Island Bid Pkg 1
1017248	12/30/2025	EBSCO SUBSCRIPTION SERVICE	414.00	Subscription renewal for 7 EBSCO Databases
520021	12/30/2025	ELLA ROSE LINK	30.01	Gas from Academy for new officers
519989	12/23/2025	Eocene Environmental Group	2,505.00	Eocene Environmental Group EBL Training LHH
1017227	12/23/2025	EverFlow LLC	1,342.00	EverFlow LLC - Snow & Ice Removal -Blanket PO
1017227	12/23/2025	EverFlow LLC	1,284.00	EverFlow LLC - Snow & Ice Removal -Blanket PO
1017227	12/23/2025	EverFlow LLC	1,211.00	EverFlow LLC - Snow & Ice Removal -Blanket PO
1017259	12/30/2025	EXPRESS EMPLOYMENT PROFESSIONALS	565.75	Temporary Administrative Assistant for HR
1017215	12/23/2025	FOTH INFRASTRUCTURE & ENVIRO LLC	63,890.85	Old Mill Lift Station Phase 4 Design - Foth
1017276	12/30/2025	GENUINE PARTS COMPANY INC	(14.72)	Stock Filters 11/18/25
1017276	12/30/2025	GENUINE PARTS COMPANY INC	(14.72)	STOCK - Filters, Motor Oil, Washers, Beams & Clean
1017276	12/30/2025	GENUINE PARTS COMPANY INC	42.50	LF-Shop Supplies Tape and Coolant 12/04/25
520037	12/30/2025	Geraldine Vesely	175.00	Ground Transportation Reimbursement
519966	12/23/2025	GIESE SHEET METAL CO INC	61,986.88	Fire HQ HVAC Replacement Project
1017268	12/30/2025	GINA S BELL	167.51	GB Mileage July-December 2025
1017271	12/30/2025	Global Flight Solutions, LLC	4,000.00	Blanket Purchase Order - Monthly Air Serv. Consult
519967	12/23/2025	GREATER DUBUQUE DEVELOPMENT CORP	8,135.00	FY26 COS GDCC
520011	12/30/2025	GRP & ASSOCIATES INC	33.00	LF- Large Medical Waste Boxes 12/15/25
519968	12/23/2025	HARRIS MOTOR SPORTS	600.00	GOLF CART RENTAL
519968	12/23/2025	HARRIS MOTOR SPORTS	133.34	GOLF CART RENTAL
519968	12/23/2025	HARRIS MOTOR SPORTS	133.34	GOLF CART RENTAL
519968	12/23/2025	HARRIS MOTOR SPORTS	291.49	GOLF CART DAMAGE REPAIRS
519968	12/23/2025	HARRIS MOTOR SPORTS	106.31	GOLF CART DAMAGE REPAIRS
519968	12/23/2025	HARRIS MOTOR SPORTS	185.48	GOLF CART DAMAGE REPAIRS
519968	12/23/2025	HARRIS MOTOR SPORTS	229.31	GOLF CART DAMAGE REPAIRS
519968	12/23/2025	HARRIS MOTOR SPORTS	96.01	GOLF CART DAMAGE REPAIRS
519968	12/23/2025	HARRIS MOTOR SPORTS	89.88	GOLF CART DAMAGE REPAIRS
519968	12/23/2025	HARRIS MOTOR SPORTS	139.06	GOLF CART DAMAGE REPAIRS
519968	12/23/2025	HARRIS MOTOR SPORTS	89.88	GOLF CART DAMAGE REPAIRS
519968	12/23/2025	HARRIS MOTOR SPORTS	133.71	GOLF CART DAMAGE REPAIRS
519968	12/23/2025	HARRIS MOTOR SPORTS	66.24	GOLF CART DAMAGE REPAIRS
519968	12/23/2025	HARRIS MOTOR SPORTS	106.31	GOLF CART DAMAGE REPAIRS
519968	12/23/2025	HARRIS MOTOR SPORTS	128.18	GOLF CART DAMAGE REPAIRS
519968	12/23/2025	HARRIS MOTOR SPORTS	120.13	GOLF CART DAMAGE REPAIRS
519968	12/23/2025	HARRIS MOTOR SPORTS	356.35	GOLF CART DAMAGE REPAIRS
519968	12/23/2025	HARRIS MOTOR SPORTS	133.71	GOLF CART DAMAGE REPAIRS
519968	12/23/2025	HARRIS MOTOR SPORTS	48.86	GOLF CART DAMAGE REPAIRS
519968	12/23/2025	HARRIS MOTOR SPORTS	112.03	GOLF CART DAMAGE REPAIRS
519968	12/23/2025	HARRIS MOTOR SPORTS	133.71	GOLF CART DAMAGE REPAIRS
519968	12/23/2025	HARRIS MOTOR SPORTS	95.23	GOLF CART DAMAGE REPAIRS
519968	12/23/2025	HARRIS MOTOR SPORTS	133.71	GOLF CART DAMAGE REPAIRS
1017201	12/23/2025	HDR ENGINEERING INC	2,429.63	E/W Corridor Capacity Improv-University Overlap
1017249	12/30/2025	HDR ENGINEERING INC	5,376.25	HDR - Task Order 6 Dubuque Gate & Pump Station Flo
1017249	12/30/2025	HDR ENGINEERING INC	56,869.05	HDR - Task Order 6 Dubuque Gate & Pump Station Flo
1017249	12/30/2025	HDR ENGINEERING INC	17,590.95	LF- Annual Engineering Services FY25
1017249	12/30/2025	HDR ENGINEERING INC	33,094.34	C9AAP2 Engineering
1017249	12/30/2025	HDR ENGINEERING INC	1,808.25	DMASWA TO 20 - Horiz Exp Permitting
520018	12/30/2025	Heartland Business Systems, LLC	26,948.00	Mitel License Renewal
519999	12/23/2025	HUMANA	249.55	AMBULANCE REFUND
1017261	12/30/2025	INGRAM LIBRARY SERVICES INC.	136.98	Children's books for collection
1017261	12/30/2025	INGRAM LIBRARY SERVICES INC.	(28.75)	Circulating materials for Adult library collection
1017261	12/30/2025	INGRAM LIBRARY SERVICES INC.	338.25	Circulating materials for Adult library collection
1017261	12/30/2025	INGRAM LIBRARY SERVICES INC.	2,417.58	Circulating materials for Adult library collection
519975	12/23/2025	IOWA COMMUNITIES ASSURANCE POOL	5,450.00	FY26 Damage Claims
519975	12/23/2025	IOWA COMMUNITIES ASSURANCE POOL	1,640.58	FY26 Damage Claims
519975	12/23/2025	IOWA COMMUNITIES ASSURANCE POOL	1,332.36	FY26 Damage Claims

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
519975	12/23/2025	IOWA COMMUNITIES ASSURANCE POOL	1,280.97	FY26 Damage Claims
520014	12/30/2025	IOWA DEPARTMENT OF PUBLIC SAFETY	4,266.00	FY26 Public Safety System Estimate
520014	12/30/2025	IOWA DEPARTMENT OF PUBLIC SAFETY	3,201.00	FY26 Public Safety System Estimate
519969	12/23/2025	IOWA DEPT OF TRANSPORTATION	480.00	PGrommet PPC Level II Certification
519970	12/23/2025	IOWA DEPT OF TRANSPORTATION	120.00	LRupp HMA Level 1 Recert
519971	12/23/2025	IOWA ONE CALL	829.20	Iowa One Call Utility Locates
519991	12/23/2025	Iron Creek Group LLC	2,279.17	FY26 Rent for 300 Main, Suite 330
520024	12/30/2025	JAMES BUTLER	9.95	REFUND OF BG CHECK
1017270	12/30/2025	Jason D Lehman	350.20	Lehman - IMAA
520038	12/30/2025	Joseph Rios	175.00	Ground Transportation Reimbursement
520000	12/23/2025	JOSHUA D HENRY	813.00	AMBULANCE REFUND
519972	12/23/2025	KANE, NORBY AND REDDICK, PC	2,402.50	103800- Platinum Holdings
520039	12/30/2025	Karin Spisak	175.00	Ground Transportation Reimbursement
519979	12/23/2025	KENNETH J WELTER	90.00	BASKETBALL REFEREE
1017275	12/30/2025	Key Lime Air Corp	245,327.00	MRG for November 2025
1017192	12/17/2025	KIESLER POLICE SUPPLY INC	5,843.10	Tac Training Ammo
520016	12/30/2025	KIMBERLY A HOOVER	1,336.50	Tuition Reimbursement for fall semester 2025
520032	12/30/2025	KLOSSNER, CRYSTAL S	113.26	UB 17434 1586 MT PLEASANT
1017177	12/17/2025	KONE INC	271.84	Elevator Maintenance
1017177	12/17/2025	KONE INC	2,474.00	FY26 Ramp Elevator Maintenance
1017177	12/17/2025	KONE INC	360.00	Maintenance Period: 12/01/25-02/28/26
1017177	12/17/2025	KONE INC	200.00	Elevator Maintenance - FY26
1017234	12/23/2025	KONE INC	210.00	FY26 Engine House Elevator Service
1017234	12/23/2025	KONE INC	271.84	Elevator Maintenance
520033	12/30/2025	LEWIS, KAREN K	557.41	UB 22668 2149 SUNNYSLOPE
1017187	12/17/2025	LIBERTY TIRE RECYCLING LLC	2,889.51	LF- Tire Recycling Mixed Load
1017187	12/17/2025	LIBERTY TIRE RECYCLING LLC	4,573.30	LF- Tire Recycling Mixed Load
1017281	12/30/2025	LIBERTY TIRE RECYCLING LLC	9,207.50	LF- Tire Recycling Mixed Load
1017281	12/30/2025	LIBERTY TIRE RECYCLING LLC	5,405.60	LF- Tire Recycling Mixed Load
1017281	12/30/2025	LIBERTY TIRE RECYCLING LLC	1,228.15	LF- Tire Recycling Mixed Load
520013	12/30/2025	LIBRARY IDEAS LLC	197.84	Vox Books for Children's Collection
1017230	12/23/2025	LINWOOD CEMETERY ASSOCIATION	8,111.61	CONTRIBUTION/FINANCIAL SUPPORT FOR FY26
519982	12/23/2025	LISA M JOHNSON	103.84	Travel Reimbursement_Johnson 11.12.2025
520006	12/30/2025	LORAS COLLEGE	146.48	Franchise Fee FY26
1017178	12/17/2025	MAQUOKETA VALLEY ELECTRIC COOP	124.88	Electrical Svc - Airport Lift Station - FY26
1017235	12/23/2025	MAQUOKETA VALLEY ELECTRIC COOP	2,061.23	Energy Costs
1017235	12/23/2025	MAQUOKETA VALLEY ELECTRIC COOP	123.54	Energy Costs
1017235	12/23/2025	MAQUOKETA VALLEY ELECTRIC COOP	253.74	Energy Costs
1017235	12/23/2025	MAQUOKETA VALLEY ELECTRIC COOP	248.22	FY2026 BLANKET PO - ELECTRICITY COSTS
1017235	12/23/2025	MAQUOKETA VALLEY ELECTRIC COOP	498.83	FY2026 BLANKET PO - ELECTRICITY COSTS
1017235	12/23/2025	MAQUOKETA VALLEY ELECTRIC COOP	574.80	FY2026 BLANKET PO - ELECTRICITY COSTS
1017235	12/23/2025	MAQUOKETA VALLEY ELECTRIC COOP	718.75	Blanket Purchase Order - Monthly Electric Service
1017235	12/23/2025	MAQUOKETA VALLEY ELECTRIC COOP	42.34	Blanket Purchase Order - Monthly Electric Service
1017235	12/23/2025	MAQUOKETA VALLEY ELECTRIC COOP	42.42	Blanket Purchase Order - Monthly Electric Service
1017235	12/23/2025	MAQUOKETA VALLEY ELECTRIC COOP	97.21	Blanket Purchase Order - Monthly Electric Service
1017235	12/23/2025	MAQUOKETA VALLEY ELECTRIC COOP	4,778.17	Blanket Purchase Order - Monthly Electric Service
520012	12/30/2025	MARTIN E. STEIL	100.00	Per Diem IAI Educational Conference
1017274	12/30/2025	Mary Angelene Metcalf	65.85	MILEAGE REIMBURSEMENT
1017203	12/23/2025	MCDERMOTT EXCAVATING	36,794.85	CONSTRUCTION OF 3 MINI PARKS
520007	12/30/2025	MEDICAL ASSOCIATES CLINIC PC	28.00	Drug Screening
520001	12/23/2025	MICHAEL A HEIRING	63.50	AMBULANCE REFUND
1017214	12/23/2025	MICS CONSTRUCTION	41,450.00	1771 Alta Vista 21 Lead and HH Work
1017213	12/23/2025	MIDWEST ALARM SERVICES INC	1,175.28	Central Ramp Alarm Monitor and Sprinkler FY26
1017257	12/30/2025	MIDWEST TAPE LLC	200.91	Adult DVDs, BluRays, CDs for Collection
1017257	12/30/2025	MIDWEST TAPE LLC	580.82	Adult DVDs, BluRays, CDs for Collection
519985	12/23/2025	MILLWORK HOTEL ASSOCIATES LLC	927.06	1771 Alta Vista Relocation 21-LHH Rm# 309
519985	12/23/2025	MILLWORK HOTEL ASSOCIATES LLC	927.06	1771 Alta Vista Relocation 21-LHH Rm# 311
519985	12/23/2025	MILLWORK HOTEL ASSOCIATES LLC	927.06	1771 Alta Vista Relocation 21-LHH Rm# 315
520017	12/30/2025	MILLWORK HOTEL ASSOCIATES LLC	1,854.12	1771 Alta Vista Relocation LHH21 12.10.2025
520010	12/30/2025	MULGREW OIL COMPANY	1,935.17	LF-# 2 PRM DYED WNTR DSL ULS15PPM
520010	12/30/2025	MULGREW OIL COMPANY	863.69	LF-#1 DYED DIESEL ULS15PPM 12/09/25
520010	12/30/2025	MULGREW OIL COMPANY	446.58	LF-#1 DYED DIESEL ULS15PPM 12/11/25
520010	12/30/2025	MULGREW OIL COMPANY	997.66	LF-# 2 PRM DYED WNTR DSL ULS15PPM
520010	12/30/2025	MULGREW OIL COMPANY	849.40	LF-#1 DYED DIESEL ULS15PPM 12/16/25
520010	12/30/2025	MULGREW OIL COMPANY	1,860.75	LF-# 2 PRM DYED WNTR DSL ULS15PPM 12/16/25
520010	12/30/2025	MULGREW OIL COMPANY	447.47	LF-#1 DYED DIESEL ULS15PPM 12/18/25
520010	12/30/2025	MULGREW OIL COMPANY	1,488.60	LF-# 2 PRM DYED WNTR DSL ULS15PPM 12/18/25
1017179	12/17/2025	MUTUAL WHEEL COMPANY	177.00	STOCK - DUMP TRUCK 11/25/25
1017179	12/17/2025	MUTUAL WHEEL COMPANY	50.15	STOCK 11/24/2025
1017179	12/17/2025	MUTUAL WHEEL COMPANY	430.64	UNIT #8227 - WO 3206 - SS FLEX, SS 4", SENSOR
1017179	12/17/2025	MUTUAL WHEEL COMPANY	1,042.78	UNIT #540009 - WO 8361 - TOOL BOX
1017179	12/17/2025	MUTUAL WHEEL COMPANY	441.45	UNIT #3412 - WO8386 - FNDR KIT, 4707 KIT
1017179	12/17/2025	MUTUAL WHEEL COMPANY	98.61	STOCK - FENDER KIT 12/08/2025
519988	12/23/2025	Natalia Blaskovich	500.00	DHRC # 4589 Mediation
520040	12/30/2025	Nelson Klavitter	175.00	Ground Transportation Reimbursement
519973	12/23/2025	NEWT MARINE SERVICE	253,573.72	2025 Maintenance Dredging
519973	12/23/2025	NEWT MARINE SERVICE	7,842.49	2025 Maintenance Dredging
1017180	12/17/2025	NORTHEAST IOWA COMMUNITY COLLEGE	845.00	LF- CPR Certification
1017180	12/17/2025	NORTHEAST IOWA COMMUNITY COLLEGE	30.00	CPR Instructor Renewal
1017180	12/17/2025	NORTHEAST IOWA COMMUNITY COLLEGE	31.58	Franchise Fee FY26
1017180	12/17/2025	NORTHEAST IOWA COMMUNITY COLLEGE	278.31	Franchise Fee FY26

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1017279	12/30/2025	NORTHEAST IOWA COMMUNITY COLLEGE	133.00	CPR Class for E911
1017279	12/30/2025	NORTHEAST IOWA COMMUNITY COLLEGE	400.00	CPR Class for Dubuque Police Dept
1017250	12/30/2025	ORIGIN DESIGN CO	3,349.25	Task order 25-1
1017260	12/30/2025	OVERDRIVE INC	1,154.52	Downloadable Ebooks and EAudio for Adult Collectio
1017260	12/30/2025	OVERDRIVE INC	650.95	Downloadable Ebooks and EAudio for Adult Collectio
1017260	12/30/2025	OVERDRIVE INC	649.46	Downloadable Ebooks and EAudio for Adult Collectio
519974	12/23/2025	OVERHEAD DOOR COMPANY	1,216.00	PBS-3
1017219	12/23/2025	PASSPORT LABS INC	1,639.00	Passport Parking Meter App FY26
1017208	12/23/2025	PATRICIA L GLEASON	250.00	IIMC Board Meeting - Gleason travel reimbursement
520041	12/30/2025	Patrick Welsh	175.00	Ground Transportation Reimbursement
1017220	12/23/2025	PEGGY S ABIDI	113.55	MILEAGE REIMBURSEMENT-ABIDI
1017223	12/23/2025	PRECISE MRM LLC	360.00	Precise Data Plan
1017223	12/23/2025	PRECISE MRM LLC	360.00	Precise Data Plan
1017204	12/23/2025	RACOM CORPORATION	247.50	Terminal Audio
519976	12/23/2025	RADIO DUBUQUE INC	60.00	Radio Dubuque Aging In Place - November
1017267	12/30/2025	RAMONA J MANTERNACH	927.00	LF- Clerical Services- Mona
520042	12/30/2025	Ramona Klavitter	175.00	Ground Transportation Reimbursement
519994	12/23/2025	RASMUSSEN, HEATHER M	167.32	UB 23852 1353 BLUFF
520034	12/30/2025	ROBBIE KOVAR	516.57	AMBULANCE REFUND
1017266	12/30/2025	ROCHESTER ARMORED CAR CO INC	378.93	DMASWA armored car service (Blanket)
520025	12/30/2025	ROCKIN 5K BBQ	9.95	REFUND OF BACKGROUND CHECK
519995	12/23/2025	ROSCH, SEAN A	314.74	UB 23794 3470 HILLCREST
260600014	12/19/2025	RXBENEFITS INC	102,708.00	FY26 Presc Admin & Claims - 10/10 to 12/5/25
520043	12/30/2025	Sandra Welsh	175.00	Ground Transportation Reimbursement
1017224	12/23/2025	Save On SP, LLC	2,642.96	Savings on specialty drugs - November 2025
1017181	12/17/2025	SCOTT PRINTING	474.00	Refuse- Printing Annual Yard Waste Decals 12/03/25
1017193	12/17/2025	SIX SECONDS	500.00	Coach credits
520026	12/30/2025	SOUR JOES	9.95	REFUND OF BACKGROUND CHECK
520027	12/30/2025	STAN'S ICE CREAM	9.95	REFUND OF BG CHECK FEE
520022	12/30/2025	STEGER CONST., INC.	836,865.95	Blanket- Cell 9 Abutment Liner Phase 2 Project
1017205	12/23/2025	STRAND ASSOCIATES INC	313.82	PRELIMINARY DESIGN-EXTERIOR WALL
1017205	12/23/2025	STRAND ASSOCIATES INC	1,690.51	Masonry Repairs - City Hall, MFC, Old Engine House
1017205	12/23/2025	STRAND ASSOCIATES INC	38,624.20	Old Mill Rd Pumping Station
1017205	12/23/2025	STRAND ASSOCIATES INC	1,412.37	Schmitt Island Sanitary Project
1017182	12/17/2025	TELEGRAPH HERALD	118.65	TH Add DBQ High School
1017236	12/23/2025	TELEGRAPH HERALD	1,872.76	Publication Expenses
1017236	12/23/2025	TELEGRAPH HERALD	1,249.00	Air Service Marketing
1017236	12/23/2025	TELEGRAPH HERALD	261.49	Publication Expenses
1017183	12/17/2025	TERMINAL SUPPLY	788.30	SHOP - Bin Supplies 11/26/2025
1017206	12/23/2025	TERRACON CONSULTANTS INC	1,430.71	Terracon Task Order Amphitheater
520044	12/30/2025	Terrence Huthcroft	175.00	Ground Transportation Reimbursement
520028	12/30/2025	THAT 1 PLACE (BEAN)	9.95	REFUND OF BG CHECK
520015	12/30/2025	THE METRIX COMPANY	178.22	Franchise Fee FY26
520029	12/30/2025	THE OLD MAN BAR B QUE	50.00	REFUND OF MOBILE VENDOR LIC FEE
520030	12/30/2025	THE RICE IS NICE, LLC	9.95	BACKGROUND CK REFUND
1017255	12/30/2025	THERESE H GOODMANN	3,333.33	Strategic partnerships with federal agencies 2025
1017211	12/23/2025	THOMAS J KIEFER	90.00	BASKETBALL REFEREE
1017251	12/30/2025	THREE RIVERS FS INC	140.40	LF- Spectra Lube Red 2 30TB CS
1017251	12/30/2025	THREE RIVERS FS INC	46.80	LF- Spectra Lube Red 2 30TB CS
1017221	12/23/2025	TONYA S ENGLAND	1,658.25	Tuition Reimbursement Winter 2025
1017207	12/23/2025	TRICON CONSTRUCTION GROUP	248,196.80	Old Mill Lift Station and Force Main
1017252	12/30/2025	TRICON CONSTRUCTION GROUP	993,895.91	LF- Customer Convenience Center Project
1017252	12/30/2025	TRICON CONSTRUCTION GROUP	682,730.57	LF- Customer Convenience Center Project
1017189	12/17/2025	TRI-STATE PORTA POTTY INC	2,108.00	PORT A POTTIES DEC 2025
1017282	12/30/2025	TRI-STATE PORTA POTTY INC	997.00	Rental of units for Landfill and Streets 12/01/25
520045	12/30/2025	Troy Henkels	175.00	Ground Transportation Reimbursement
1017184	12/17/2025	TRUCK COUNTRY OF IOWA INC	343.21	STOCK BRAKES 11/24/2025
1017184	12/17/2025	TRUCK COUNTRY OF IOWA INC	169.41	STOCK BRAKE CHAMBER 11/26/2025
1017184	12/17/2025	TRUCK COUNTRY OF IOWA INC	66.96	UNIT #3403 - OIL PAN GASKET
1017184	12/17/2025	TRUCK COUNTRY OF IOWA INC	27.24	STOCK RUBBISH - POLLEN FILER ONLY W AIR CO 11/18/2
1017184	12/17/2025	TRUCK COUNTRY OF IOWA INC	286.96	STOCK - FILTERS 11/17/2025
1017184	12/17/2025	TRUCK COUNTRY OF IOWA INC	106.42	UNIT #2680 - PRESSURE SENSOR
1017184	12/17/2025	TRUCK COUNTRY OF IOWA INC	86.40	UNIT #540002 - COOLANT
1017184	12/17/2025	TRUCK COUNTRY OF IOWA INC	622.50	STOCK - COALESCING CARTRIDGE-AIR DRYER
1017184	12/17/2025	TRUCK COUNTRY OF IOWA INC	345.22	UNIT #540003 - WO8462 - DISK BRAKE PAD
1017184	12/17/2025	TRUCK COUNTRY OF IOWA INC	53.90	UNIT #540009 - WO8488 - WABCO PURGE VALVE KIT
1017184	12/17/2025	TRUCK COUNTRY OF IOWA INC	584.36	STOCK - BATTERIES 12/05/2025
1017280	12/30/2025	TRUCK COUNTRY OF IOWA INC	(1,511.93)	UNIT #3407 Exhaust RCN Cooler Kit
1017280	12/30/2025	TRUCK COUNTRY OF IOWA INC	42.49	UNIT #3407 - WO8625 - SEAL
1017280	12/30/2025	TRUCK COUNTRY OF IOWA INC	48.32	UNIT #3407 - WO8625 - GASKET
1017280	12/30/2025	TRUCK COUNTRY OF IOWA INC	1.88	UNIT #2680 - WO8632 - O-RING SEAL
1017280	12/30/2025	TRUCK COUNTRY OF IOWA INC	97.90	UNIT #4004 - WO8615 - V BAND CLAMP
1017280	12/30/2025	TRUCK COUNTRY OF IOWA INC	195.80	UNIT #4004 - WO8615 - V BAND CLAMPS
1017280	12/30/2025	TRUCK COUNTRY OF IOWA INC	95.20	UNIT #4001 - WO 8592 - BRAKE CHAMBER BRACKET ASSEM
1017280	12/30/2025	TRUCK COUNTRY OF IOWA INC	24.77	UNIT #3212 - WO8614 - CHASSIS COVER
1017280	12/30/2025	TRUCK COUNTRY OF IOWA INC	176.71	GARAGE - STOCK RUBBISH 12/09/2025
1017280	12/30/2025	TRUCK COUNTRY OF IOWA INC	1,093.87	GARAGE - STOCK 12/19/2025
1017280	12/30/2025	TRUCK COUNTRY OF IOWA INC	1,463.08	GARAGE - STOCK RUBBISH 12/20/2025
1017280	12/30/2025	TRUCK COUNTRY OF IOWA INC	1,740.20	UNIT #3236 - WO8555 - TURBOCHARGER ACTUATOR KIT
520005	12/30/2025	UNIVERSITY OF WISCONSIN PLATTEVILLE	62.00	Career Fair fee
519996	12/23/2025	US ARMY CORP OF ENGINEERS	2,022.52	UB 01392 2595 KERPER

CHECK #	CHECK/PAYMENT DATE	VENDOR NAME	INVOICE AMOUNT	INVOICE DESCRIPTION
1017225	12/23/2025	Valentine Construction Co LLC	6,361.19	POD Repairs
519977	12/23/2025	VERIZON WIRELESS SERVICES LLC	387.86	Blanket Purchase Order - Monthly Data Charges
520031	12/30/2025	VERSUS LLC	9.95	BACKGROUND CHECK REFUND
1017216	12/23/2025	Vestis Group Inc (f/k/a Aramark)	131.97	Linens, tablecloths, cleaning cloths
1017256	12/30/2025	Vestis Group Inc (f/k/a Aramark)	131.97	Linens, tablecloths, cleaning cloths
1017272	12/30/2025	Vidl Solutions, Inc	2,400.00	CC Goal-Organizational Culture Continuous Improvem
520009	12/30/2025	WAYNE R SCHNIER	90.00	BASKETBALL REFEREE
520019	12/30/2025	WB McCloud & Co, Inc.	66.13	FY26 1805 Central Pest Control
520019	12/30/2025	WB McCloud & Co, Inc.	280.90	Monthly Pest Prevention
1017209	12/23/2025	WELU PRINTING COMPANY	659.66	Children's reading logs, summer calendar, brochure
1017210	12/23/2025	WHKS AND COMPANY	5,555.47	Track Line Sanitary Sewer Reconstruction Project
1017237	12/23/2025	WOODMAN ELECTRICAL CONTRACTORS	4,117.08	Terminal HVAC PM support program 12/1/25 - 11/30/2
1017277	12/30/2025	Yesscena Cuellar Vannatta	97.87	Gas from Academy for new officers
			<u>\$</u>	<u>4,534,084.45</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
DMASWA	274,594.90
GRAND TOTAL	<u><u>\$ 5,876,733.56</u></u>

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

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

<u>Revenue Type</u>	<u>Amount</u>
Charge for services	7,724,358.00
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	350,192.94
Gain on Disposal	28,446.01
Transfers	106,711.61
Miscellaneous	142,265.00
Total	<u>\$ 18,670,823.93</u>

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

<u>Fund</u>	<u>Amount</u>
General Fund	8,179,966.59
Special Revenue	4,304,828.38
Debt Service	28,543.30
Capital Projects	809,821.80
Permanent	177.10
Water	1,047,472.33
Sanitary	1,148,931.24
Stormwater	551,045.43
Parking	242,457.29
Refuse	355,894.31
Transit	172,978.95
Internal Service	675,338.63
DMASWA	1,153,368.58
Total	<u>\$ 18,670,823.93</u>

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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	1,461,065.43
Special Revenue	91,406.40
Capital Projects	1,412,557.20
Water	106,035.73
Sanitary Sewer	696,056.71
Stormwater	274,881.01
Parking	28,777.92
Refuse	4,034.53
Transit	16,891.43
Internal Service	7,306.27
DMASWA	1,279,493.20
GRAND TOTAL	<u><u>\$ 5,378,505.83</u></u>

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

<u>Revenue Type</u>	<u>Amount</u>
Charge for services	8,967,456.60
Grants/Contributions	1,973,078.60
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	968,241.22
Gain on Disposal	17,823.04
Miscellaneous	2,618,124.50
Total	<u><u>\$ 33,335,684.63</u></u>

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

<u>Fund</u>	<u>Amount</u>
General Fund	14,117,530.43
Special Revenue	8,714,744.31
Debt Service	103,286.79
Capital Projects	961,709.12
Permanent	684.68
Water	1,964,313.67
Sanitary	4,271,744.65
Stormwater	940,130.13
Parking	227,364.40
Refuse	623,444.87
Transit	79,104.99
Internal Service	331,157.74
DMASWA	1,000,468.85
Total	<u><u>\$ 33,335,684.63</u></u>

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

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

General	1,519,429.22
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
DMASWA	761,396.43
GRAND TOTAL	<u>\$ 5,771,921.77</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 NOVEMBER 30, 2025
INTERIM REVENUES BY TYPE

<u>Revenue Type</u>	<u>Amount</u>
Charge for services	6,629,875.21
Grants/Contributions	1,868,048.82
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	378,933.95
Gain on Disposal	13,770.00
Miscellaneous	37,062.22
Total	<u><u>\$ 12,846,206.22</u></u>

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

<u>Fund</u>	<u>Amount</u>
General Fund	5,278,370.63
Special Revenue	2,613,700.52
Debt Service	19,741.82
Capital Projects	22,331.41
Water	1,075,856.71
Sanitary	1,558,021.40
Stormwater	525,676.96
Parking	184,094.38
Refuse	482,021.51
Transit	214,453.92
Internal Service	39,855.94
DMASWA	832,081.02
Total	<u><u>\$ 12,846,206.22</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
PERIOD ENDING NOVEMBER 30,2025
INTERIM EXPENDITURES BY FUND

General	929,838.44
Special Revenue	259,229.77
Debt Service	50,000.00
Capital Projects	478,727.25
Water	260,195.45
Sanitary Sewer	263,661.37
Stormwater	51,603.54
Parking	80,257.45
Refuse	3,608.84
Transit	9,624.04
Internal Service	12,270.53
DMA SWA	143,912.96
GRAND TOTAL	<u>\$ 2,542,929.64</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	6,072,504.02
Grants/Contributions	7,736,335.65
LOST	2,071,712.31
Hotel/Motel Tax	619,655.06
Utility Franchise Fees	469,118.68
Gaming	41,337.49
Investment Earnings	529,360.01
Miscellaneous	(3,615.54)
Total	<u>\$ 17,536,407.68</u>

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

<u>Fund</u>	<u>Amount</u>
General Fund	4,336,752.66
Special Revenue	1,680,638.70
Debt Service	150,421.96
Capital Projects	7,054,070.33
Water	999,045.51
Sanitary	1,732,865.58
Stormwater	425,999.99
Parking	201,167.77
Refuse	347,049.36
Transit	63,813.64
Internal Service	15,113.26
DMASWA	529,468.92
Total	<u>\$ 17,536,407.68</u>

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

**City of Dubuque
City Council**

CONSENT ITEMS # 5.

ITEM TITLE:	Acceptance of Public Improvements in Vintage Estates Subdivision
SUMMARY:	City Manager recommending City Council adopt the attached resolution accepting the public improvements in Vintage Estates Subdivision. RESOLUTION Accepting Public Improvements In Vintage Estates In The City Of Dubuque, Iowa
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo
2. 1 vintage est imp accept memo
3. 2 vintage est imp accept resolution
4. 3 vintage est pub imp maps

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

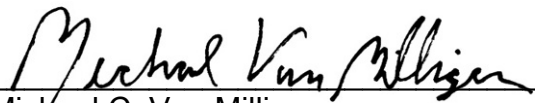
SUBJECT: Acceptance of Public Improvements in Vintage Estates Subdivision

DATE: December 29, 2025

Assistant City Engineer Robert Schiesl is recommending City Council adopt the attached resolution accepting the public improvements in Vintage Estates Subdivision.

On December 15, 2025, the owners, Vintage Hills HOA Inc., requested the City's acceptance of the public improvements in Vintage Estates Subdivision. Upon inspection by the City, it has been determined that the public improvements required by Resolution 8-22 have been completed in accordance with plans approved by the City Council and in conformance with City specifications.

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
Nate Kieffer, PE/PLS



TO: Michael C. Van Milligen, City Manager

FROM: Robert Schiesl, Assistant City Engineer

DATE: December 22, 2025

SUBJECT: Acceptance of Public Improvements in Vintage Estates Subdivision

INTRODUCTION

The enclosed material provides for City Council acceptance of the public improvements that the developers, Vintage Hills HOA Inc., have recently completed in Vintage Estates Subdivision.

BACKGROUND

As a condition of subdivision plat approval through Resolution No. 8-22, the developer of Vintage Estates Subdivision was required to install certain public improvements including street paving with curb, curb underdrain, storm sewer and catch basins, sanitary sewer main, water main, fiber optic conduit, accessible sidewalk ramps, and street lighting and to dedicate these improvements to the City upon completion. The subject Vintage Estates Subdivision public improvements are as shown on the attached exhibit.

DISCUSSION

The Subdivision Ordinance requires that upon completion of all the required public improvements, the subdivider shall notify the City in writing of the completion of the improvements, requesting that the City either approve or reject the acceptance of the improvements, together with a statement of reasons for any rejection.

On December 15, 2025 the owners requested City's acceptance of the public improvements in Vintage Estates Subdivision. Upon inspection by the City, it has been determined that the public improvements required by Resolution 8-22 have been completed in accordance with plans approved by the City Council and in conformance with City specifications.

RECOMMENDATION

I would, therefore, recommend that the City Council accept the public improvements in the subdivision. A maintenance guarantee covering said public improvements shall be

provided by the owners, Vintage Hills HOA Inc., for a period of two (2) years from the date of acceptance by City Council.

ACTION TO BE TAKEN

The City Council is requested to adopt the attached resolution accepting the public improvements in Vintage Estates Subdivision.

Prepared by Nate Kieffer, PE/PLS

RESOLUTION NO.

ACCEPTING PUBLIC IMPROVEMENTS IN VINTAGE ESTATES IN THE CITY OF DUBUQUE, IOWA

Whereas, pursuant to Resolution 8-22, certain public improvements including street paving with curb, curb underdrain, storm sewer and catch basins, sanitary sewer main, water main, fiber optic conduit, accessible sidewalk ramps, and street lighting were installed by the developer of Vintage Estates Subdivision in the City of Dubuque, Iowa; and

Whereas, the improvements have been completed and the City Manager has examined the work and has filed a certificate stating that the same has been completed in accordance with the plans approved by the City Council and in conformance with City specifications, and has recommended that the improvements be accepted by the City Council.

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

Section 1. That the recommendation of the City Manager be approved and that said public improvements in Vintage Estates Subdivision be and the same is hereby accepted.

Section 2. That a maintenance guarantee covering said public improvements shall be provided by the owners, Vintage Hills HOA Inc., for a period of two (2) years from the date of this resolution.

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

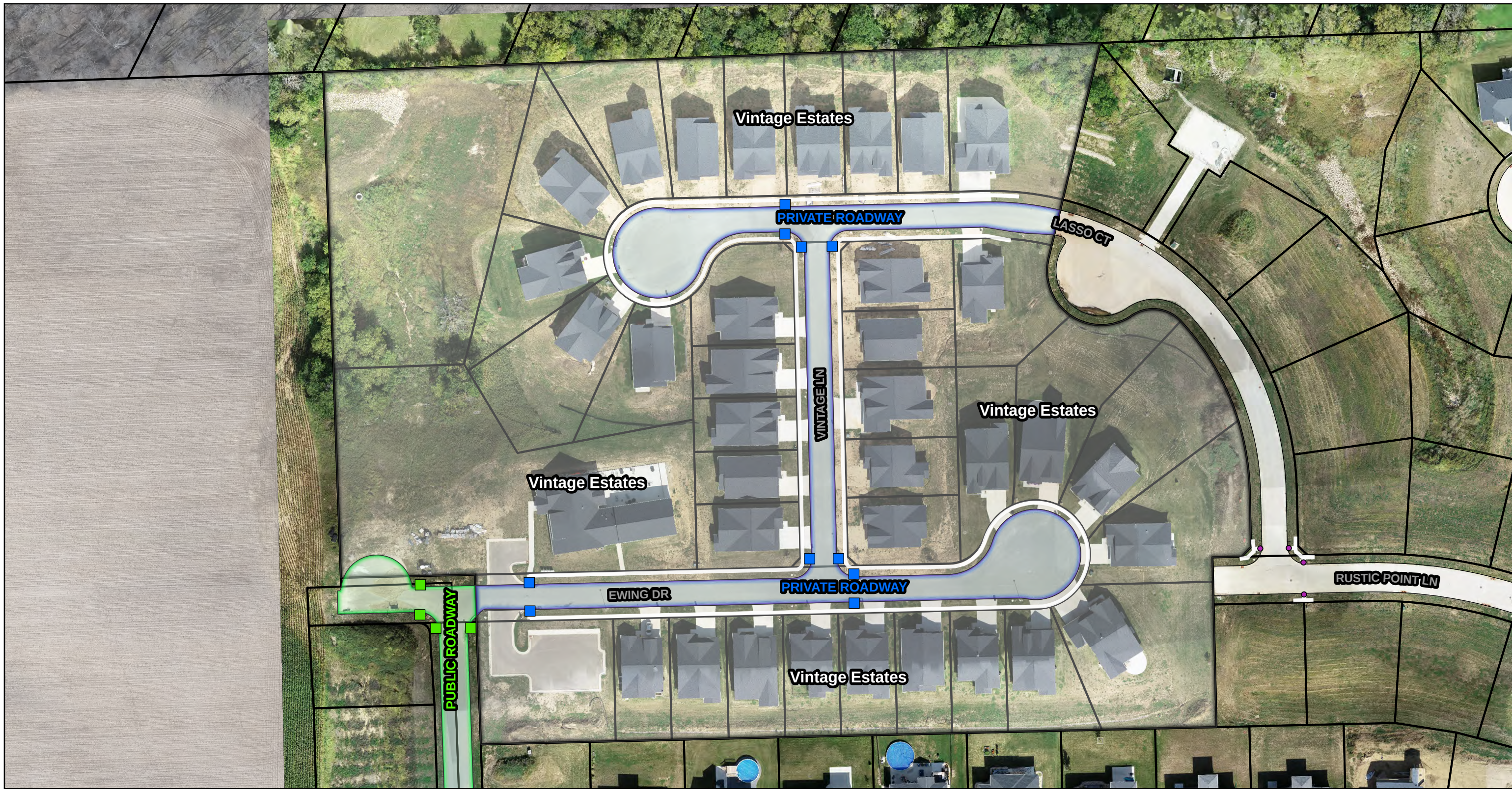
Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

Vintage Estates

Area and Roadway Acceptance



DISCLAIMER: This information was compiled using various data sources from third parties or maintained by the City of Dubuque (the City). By use of this information, the user acknowledges that, while the City utilizes the most current and accurate information available, the City does not warrant the accuracy or currency of the information or data contained therein. By use of this information, the user agrees the City is not responsible for the misuse or misinterpretation of any information displayed in this map and that the user will not hold the City liable for any loss, damage, or inconvenience caused as a result of reliance on the information.

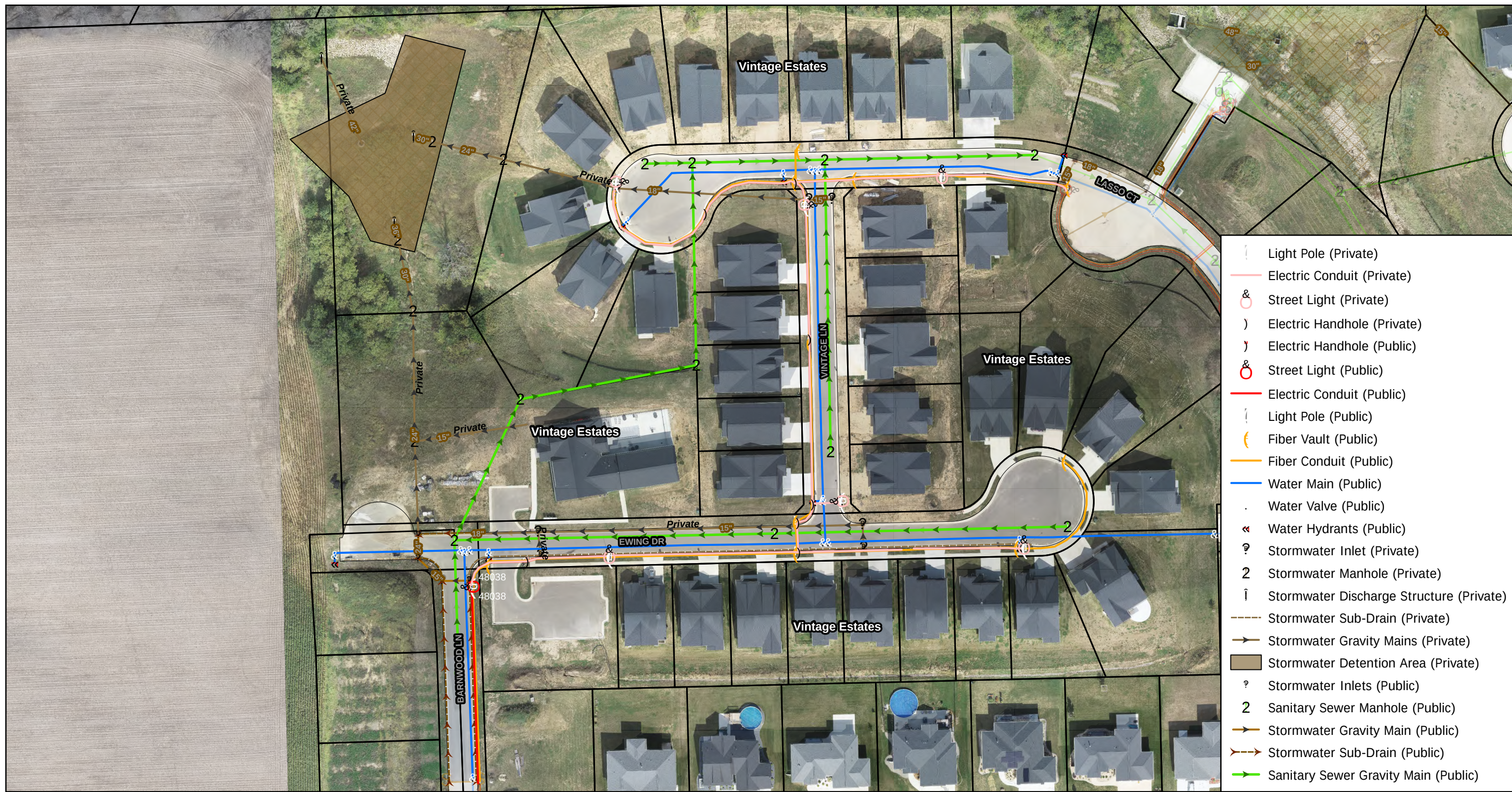
17" x 11" Sheet
1 inch equals 100 feet
0 50 100
Feet

- Public Curb Ramp
- Private Curb Ramp
- Private Roadway
- Public Roadway
- Vintage Estates Area

Map Prepared by: TWK
City of Dubuque
Engineering Division
50 West 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4270
Fax: (563) 589-4205

Vintage Estates

Utilities Donated to the City of Dubuque



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17" x 11" Sheet
1 inch equals 100 feet
0 50 100
Feet

Map Prepared by: TWK
City of Dubuque
Engineering Division
50 West 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4270
Fax: (563) 589-4205

**City of Dubuque
City Council**

CONSENT ITEMS # 6.

ITEM TITLE:	Request of Approval CY2026 Civil Service Alternative Process for Police and Fire Hiring
SUMMARY:	City Manager recommending City Council adopt the change to forego the Civil Service Approval process as allowed under Iowa Code 400.12A and again authorize the creation of a police officer hiring eligibility list of up to 40 police officer candidates and a firefighter eligibility list of up to 40 firefighter candidates which is outside the Civil Service Commission approval.
SUGGESTED DISPOSITION:	Receive and File; Approve
ATTACHMENTS:	
	1. MVM Memo
	2. Staff Memo Request CY2026 Civil Service Alternative Process for Police and Fire Hiring
	3. Iowa Code 400.12A

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

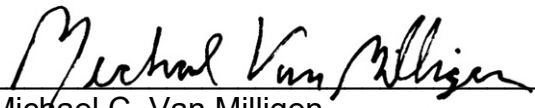
SUBJECT: Request of Approval CY2026 Civil Service Alternative Process for Police and Fire Hiring

DATE: December 30, 2025

Chief of Police Jeremy Jensen and Fire Chief Amy Scheller are recommending City Council adopt the change to forego the Civil Service Approval process as allowed under Iowa Code 400.12A and again authorize the creation of a police officer hiring eligibility list of up to 40 police officer candidates and a firefighter eligibility list of up to 40 firefighter candidates which is outside the Civil Service Commission approval. This approval will be from the time of adoption until January 4, 2027.

In August 2025, the City Council adopted an alternative process for establishing an eligibility list, allowing the Police Department, Fire Department, and the City to conduct testing in real time without having the mere formality of the Civil Service Commission voting on the testing procedure which is already outlined in state code. By allowing the alternative process, the hiring process has been significantly expedited and has allowed for flexibility with candidates as far as testing and getting them job offers. Per Iowa Code 400.12A, the City Council must vote annually to maintain this alternative process.

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
Amy Scheller, Fire Chief



TO: Mike Van Milligen, City Manager

FROM: Jeremy Jensen, Chief of Police
Amy Scheller, Fire Chief

SUBJECT: Request of Approval CY2026 Civil Service Alternative Process for Police and Fire Hiring

DATE: December 9, 2025

Introduction:

The Police and Fire Departments are requesting City Council approval to create the 2026 calendar year alternative Civil Service process to establish the hiring lists as allowed in Iowa Code 400.12A.

Background/Discussion:

In August 2025, the City Council adopted an alternative process for establishing an eligibility list, allowing the Police Department, Fire Department, and the City to conduct testing in real time without having the mere formality of the Civil Service Commission voting on the testing procedure which is already outlined in state code. By allowing the alternative process, the hiring process has been significantly expedited and has allowed for flexibility with candidates as far as testing and getting them job offers.

Per Iowa Code 400.12A, the City Council must vote annually to maintain this alternative process. To simplify the process in 2025 and because of an already established list, we asked for the list to only be valid until January 5, 2026. If approved by the City Council the list will be maintained on a calendar year basis, with the next request for approval coming in January 2027. Should the list reach 40 candidates prior to the expiration and the list is exhausted (either through job offers or the viability of candidates), the Police and/or Fire Chief may request the City Council to vacate that list and create a new list with the same expiration.

Nothing in this proposal precludes any Federal, State, or City laws, ordinances or procedures for standardized hiring. The Police Department, Fire Department, and the City are committed to fair procedures that are documented and defensible to ensure compliance with public employment standards. This proposal only applies to the new hire process and not to promotional processes.

Adrienne Breitfelder (City Clerk), Shelley Stickfort (Chief Human Resources Officer), and Crenna Brumwell (City Attorney) have been part of this discussion in the past and are in agreement with the proposed process pending City Council approval.

Recommendation:

I am recommending that the City Council adopt the change to forego the Civil Service Approval process as allowed under Iowa Code 400.12A and again authorize the creation of a police officer hiring eligibility list of up to 40 police officer candidates and a firefighter eligibility list of up to 40 firefighter candidates which is outside the Civil Service Commission approval. This approval will be from the time of adoption until January 4, 2027, when the City Council will be presented with the request to establish the 2027 list.

cc: Crenna Brumwell
Adrienne Breitfelder
Shelley Stickfort

400.12A Hiring practices — suspension — reinstatement.

1. A city council, by majority vote, may suspend the practices specified in [subsection 2](#) that are generally required pursuant to [this chapter](#) for the hiring of an employee of a department governed by civil service. A suspension shall not be in effect for more than one year, but a city council may immediately vote to implement a new suspension of the required practices upon the expiration of the prior suspension. Upon the expiration of a suspension, hiring practices required under [this chapter](#) shall be immediately reinstated for the applicable positions. A city council, by majority vote, may reinstate hiring practices suspended pursuant to [this section](#) prior to the expiration of the suspension. A subsequent vote to suspend required hiring practices, even if the vote occurs prior to the original expiration date of the prior suspension, shall be considered a vote for a new suspension.

2. The provisions of [section 400.11, subsection 1](#), paragraph “a”, may be suspended as provided in [subsection 1](#).

3. a. [This section](#) does not relieve an employee of a department governed by civil service from the requirements to complete all examinations and tests applicable to those persons for positions subject to the provisions of [this chapter](#).

b. [This section](#) shall not be construed to preclude an employee of a department governed by civil service from accessing rights, benefits, or privileges provided outside of [this chapter](#).

[2024 Acts, ch 1014, §2](#)

NEW section

**City of Dubuque
City Council**

CONSENT ITEMS # 7.

ITEM TITLE: Signed Contracts

SUMMARY: Axon for the Prepared Assist Communications Service; Cintas for Uniform Product Rental and Workplace Services Products; Clarke University for clinical learning experiences for BSN Nursing Students; FEH Design for the Five Flags Civic Center Fire Escape Inspection; Manders Quality Concrete for Paver Installation; Racom Corporation for the 5th Street Ramp Camera Replacement; Zephyr Aluminum Products, Inc. for the ImOn Ice Arena ADA Swing Door Actuator Installation.

**SUGGESTED
DISPOSITION:** Receive and File

ATTACHMENTS:

1. Clarke University Nursing Department Agreement
2. Manders Quality Concrete
3. Axon Agreement
4. Five Flags Fire Escape Inspection
5. RACOM Corporation
6. Zephyr Aluminum Products
7. Cintas

CLARKE UNIVERSITY
AND
THE CITY OF DUBUQUE
A G R E E M E N T

THIS AGREEMENT is a statement of reciprocal expectations and responsibilities between Clarke University, Department of Nursing and Health, Dubuque, Iowa, hereinafter referred to as UNIVERSITY, and THE CITY OF DUBUQUE hereinafter referred to as AGENCY. The purpose of the AGREEMENT is the establishment of a relationship whereby the AGENCY makes available opportunities for clinical learning experiences for BSN NURSING STUDENTS.

Part I: University Responsibilities

A. The standards and philosophy of education and nursing, the instructional plan including content, objectives, and clinical experiences desired and the preparation of all instructional schedules including number of hours of clinical practice shall be the responsibility of the UNIVERSITY. These shall be communicated to appropriate AGENCY personnel.

B. The UNIVERSITY has the responsibility to insure that students meet the requirements for health and training specified by the Agency, including proof of the following for each student prior to starting the clinical training program: (a) documentation of Hepatitis B immunization or immunity to Hepatitis B, (b) two documented doses of MMR immunizations or documented immunity against measles, mumps, rubella; (c) evidence of negative tuberculosis skin tests within the twelve months prior to starting the clinical training program (a two-step skin test must also be on record); if there is a positive PPD history, a negative chest x-ray must be documented; (d) evidence of a positive chicken pox history, or documented immunization/immunity; (e) the UNIVERSITY'S Department of Nursing health record form completed documenting an exam by a licensed health care provider; and (f) evidence of current CPR certification; (g) COVID-19 vaccine; (h) Drug screening; (i) current seasonal influenza vaccine; Students will be required to complete background checks as required by the AGENCY; any student with a history of adverse criminal or administrative action that prohibits them from the clinical setting will not be sent to the AGENCY. The student will comply with the UNIVERSITY'S plan for student accident or illness insurance coverage while participating in clinical experiences. Any expenses associated with meeting these requirements shall be borne by the student.

C. To the extent of any legal liability of the UNIVERSITY for its own negligent acts or negligent acts of its nursing students and its employees, the UNIVERSITY shall indemnify and save harmless the AGENCY, its employees and agents from loss, damage expenses, attorney fees, and costs on account of death, personal injury, and property damage to any persons. The indemnification obligations set forth herein shall continue in full force and effect notwithstanding the expiration or termination of this Agreement with respect to any such expenses, costs, damages, claims, and liabilities which arise out of or are attributable to the performance of this Agreement prior to its expiration or termination.

D. The UNIVERSITY shall provide professional liability coverage for the students during their clinical experiences in amounts not less than one million dollars (\$3,000,000) per incident and three million dollars (\$6,000,000) aggregate. Documentation of current insurance coverage shall be provided to the Agency prior to the start of the student's clinical experience. Such protection shall include but not be limited to: claims, demands, losses, costs, damages and expenses of

every kind and description (including death), or damage to persons or property arising out of or in connection with the program at the Agency where such liability is founded upon, grows out of the acts or omissions of any of the assigned students or faculty.

E. The UNIVERSITY shall have faculty licensed to practice nursing and qualified to provide guidance and directions to students. UNIVERSITY faculty will assume responsibility for student learning experiences while the students are assigned to the AGENCY. Faculty qualifications will be furnished to the AGENCY on request.

F. The UNIVERSITY, its students and faculty shall preserve the confidentiality of any patients/clients/residents they encounter consistent with the highest nursing standards and with HIPAA requirements.

G. The UNIVERSITY shall assure that students participating in educational rotations complete appropriate occupational safety and health training, including but not limited to universal precautions, blood borne pathogens, and infectious diseases, and in the National Patient Safety Goals' requirements identified by the Joint Commission on Accreditation of Healthcare Organizations, prior to the commencement of their clinical practice. The UNIVERSITY may have students participate in training offered periodically by the AGENCY.

Part II: Agency Responsibilities

A. The AGENCY shall be responsible for informing and keeping informed its personnel regarding the rights and responsibilities of the UNIVERSITY students and faculty.

B. The AGENCY shall retain responsibility for client care and maintain normal staffing during times when students are assigned to the AGENCY.

C. The AGENCY shall make available to the UNIVERSITY current copies of its philosophy, program purposes and objectives, policies, and other reports or documents which will assist the UNIVERSITY to develop appropriate learning experiences for students.

D. The AGENCY shall make available to the UNIVERSITY the health and other pertinent records and information regarding clients selected for student assignment.

E. The AGENCY shall provide supplies and workspace needed by students for providing care to assigned clients.

F. The AGENCY shall accept the students and faculty of the UNIVERSITY without discrimination as to sex, race, color, creed, marital status, age, national origin, or qualified handicap.

G. To the extent of any legal liability of the AGENCY for its own negligent acts or the negligent acts of its employees, the AGENCY shall indemnify and save harmless the UNIVERSITY, its nursing students and its employees from loss, damage expenses, attorney fees, and costs on account of death, personal injury, and property damage to any persons. The AGENCY at its sole cost and expense, shall procure and maintain in full force and effect throughout the term of this Agreement such policies as general liability, professional liability, and other insurance as shall be necessary to insure the AGENCY and its employees and agent against any claim or claims for damages arising by reason of personal injuries or death occasioned directly or indirectly in connection with the performance of any service by the AGENCY, the use of any property and

facilities or equipment provided by the AGENCY, and the activities performed by the AGENCY in connection with this Agreement. Upon request by any party to this Agreement, the AGENCY shall deliver copies of such policies to that party prior to or upon execution of this agreement, and any modification extensions or renewals or such policies prior to or upon each anniversary date of this Agreement thereafter. The AGENCY agrees to notify the other parties to this Agreement immediately upon notification from the insurance carrier that a policy will be canceled.

H. The AGENCY may immediately exclude from the clinical area any student whose work, conduct or health may have a detrimental effect on patients or personnel. The AGENCY reserves the right not to accept any student who has previously been discharged by said AGENCY for reasons which would make acceptance as a clinical practice student inexpedient. The AGENCY shall inform the UNIVERSITY as soon as possible of the exclusion.

PART III: Joint Responsibilities

A. The AGENCY and the UNIVERSITY shall maintain a joint coordinating committee or ensure other practices that assure systematic planning of educational experiences and exchange of information regarding policies, problems, and new developments. In matters of major policy, the official channel of communication shall be between the Chairperson of the Department of Nursing and Health of the UNIVERSITY and the Director of Nursing or other person designated by the AGENCY.

B. The nursing faculty of the UNIVERSITY and the personnel of the AGENCY shall cooperate in the assignment of students to learning experiences with the objectives communicated to the AGENCY staff involved.

C. The UNIVERSITY faculty and the AGENCY personnel involved with student learning experiences shall evaluate the clinical experience and a report of this evaluation shall be forwarded to the Chairperson of the Nursing Department of the UNIVERSITY and to the AGENCY on request.

D. Appropriate orientation for new faculty will be mutually planned and provided prior to the beginning of the academic year.

E. The maximum number of students of nursing assigned to AGENCY experience by the UNIVERSITY during any one instructional period shall be established by mutual agreement and determined by the adequacy, extent, and variety of nursing experiences available for student learning.

F. The instructional period for nursing students shall be based upon the UNIVERSITY calendar as approved by the Board of Trustees. Independent study and preceptor agreements may be made on an individual basis.

G. The parties acknowledge that many students' educational records are protected by the Family Educational Rights and Privacy Act (FERPA) and that student permission must be obtained before releasing specific student data to anyone other than the UNIVERSITY. The UNIVERSITY agrees to provide guidance to the AGENCY with respect to complying with FERPA.

H. The contract shall be reviewed annually. The review will include analysis of compatibility of the philosophy, objectives, and curriculum of the UNIVERSITY with the mission, expectations, and policies of the AGENCY.

I. This agreement does not establish an employer/employee relationship between the students of Clarke UNIVERSITY and the AGENCY. Likewise, this agreement does not establish an employer/employee relationship between Clarke UNIVERSITY and any individual who is otherwise considered an employee of AGENCY including those employees of AGENCY who have been selected to serve as preceptors in accordance with this agreement. No student or any employee or agent of Clarke UNIVERSITY shall receive compensation, worker's compensation, or other benefits or employment rights from Agency. No agency personnel shall receive compensation, worker's compensation, or other benefits or employment rights from the UNIVERSITY.

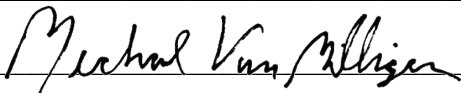
This Agreement shall be in effect from October 1st, 2025, through September 30th, 2028 and including unless written notice of termination is given by either party not later than April 1 of the contract year then in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers as of the day, month and year as stated in the first paragraph of this Agreement.

AGENCY

THE CITY OF DUBUQUE
ATTN: Michael Van Milligen
1300 Main Street
Dubuque, IA 52001

Date: 12/11/2025

Signed: 

Name Typed or Printed: Michael C. Van Milligen

Title: City Manager

UNIVERSITY

CLARKE UNIVERSITY
1550 Clarke Drive
Dubuque, IA 52001

Date: 06/18/2025

Signed: 
Yvonne C. Zimmerman
Vice President for Academic Affairs
Clarke University

Date: 6/19/2025

Signed: 
Lisa Rettenmeier EdD, RN, CNE
Chair and Professor of Nursing
Clarke University

Contract # 32600560

City of Dubuque
PARKS & RECREATION Department
2200 BUNKER HILL RD
(address)
Dubuque, IA 52001
Phone # 563-589-4317

**CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

(Vendor) at **MANDERS QUALITY CONCRETE**

(Vendor Name)

11243 OAKLAND FARMS RD, DUBUQUE, IOWA 52003

(Vendor Address - City and State)

PROJECT TITLE: PAVER INSTALLATION

(Project)

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

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:

PAVER INSTALLATION AT VETERANS MEMORIAL

The work described above shall be completed at the following location(s):

VETERANS MEMORIAL

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 \$ 890.00

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 12/12/2025
Michael C. Van Milligen
City Manager Date

VENDOR:

Manders inc
Company Name

By: Jeff Manders 11/13/2025
Signature Date

Digitally signed by Jeff Manders
Date: 2025.11.13 12:29:13 -06'00'

Jeff Manders
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)



MANDINC-01

MSTRAKA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/17/2025

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 TRICOR, LLC - Dubuque 600 Star Brewery Drive Suite 110 Dubuque, IA 52001	CONTACT NAME: Madison Straka	
	PHONE (A/C, No, Ext): (608) 467-5607 1709	FAX (A/C, No):
	E-MAIL ADDRESS: mstraka@tricorinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: United Fire & Casualty Company	13021
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED
Manders Inc DBA Manders
Quality Concrete-Jeff & Dawn
11243 Oakland Farms Rd
Dubuque, IA 52003

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 ☒ PROJECT ☒ LOC OTHER:	X	X	60465815	6/9/2025	6/9/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		X	60465815	6/9/2025	6/9/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$ 0		X	60465815	6/9/2025	6/9/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	30304505	6/9/2025	6/9/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage applies only to the extent provided by the policy and subject to all of the policy terms, conditions, exclusions, endorsements and all applicable laws.

Project: Paver Installation at Veterans Memorial

The City of Dubuque is listed as an Additional Insureds on the general liability policy. A waiver of subrogation applies on the General Liability, Auto Liability, and Workers Compensation, as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Dubuque
50 W. 13th St
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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ULTRA ENDORSEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM
COMMON POLICY CONDITIONS

COVERAGE INDEX

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Rental Reimbursement and Additional Transportation Expense	4
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Personal Property of Others	4
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Vehicle Wrap Coverage	5
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The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

(Temporary Substitute Auto Physical Damage)

A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE

SECTION I – COVERED AUTOS, paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos is amended by adding the following at the end of the existing language:

If Physical Damage Coverage is provided under this Coverage form for an "auto" you own, the Physical Damage coverages provided for that owned "auto" are extended to any "auto" you do not own while used with the permission of its owner as a temporary substitute for the covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss", or destruction

B. BROADENED LIABILITY COVERAGES

SECTION II – LIABILITY COVERAGE in Paragraph A. Coverage at 1. Who Is An Insured is amended to include the following:

(Broad Form Insured)

- d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (1) That is a joint venture or partnership,
 - (2) That is an "insured" under any other policy,
 - (3) That has exhausted its Limits of Insurance under any other policy, or
 - (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

(Employee as Insureds)

- f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

(Additional Insured Status by Contract, Agreement or Permit)

- g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:
 - (1) Currently in effect or becoming effective during the term of this policy; and
 - (2) Executed prior to the "bodily injury" or "property damage."

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance**.

For any covered "auto" you own this Coverage Form provides primary coverage.

C. BROADENED SUPPLEMENTARY PAYMENTS

SECTION II. LIABILITY A. Coverage 2. Coverage Extensions a. Supplementary Payments (2) and (4) are replaced by the following:

(Bail Bond Coverage)

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(Loss of Earnings Coverage)

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

(Amended Fellow Employee Exclusion)

D. AMENDED FELLOW EMPLOYEE EXCLUSION

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

5. Fellow Employee

"Bodily Injury":

- a. To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- b. To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to performance of their duties as your officers or directors;
- c. For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or
- d. Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

E. BROADENED PHYSICAL DAMAGE COVERAGES

SECTION III – PHYSICAL DAMAGE COVERAGE A. Coverage is amended as follows:

(Towing and Labor)

2. Towing is deleted and replaced with the following:

2. Towing and Labor

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" is disabled:

- a. For private passenger type vehicles we will pay up to \$100 per disablement.
- b. For all other covered "auto's" we will pay up to \$500 per disablement

However, the labor must be performed at the place of disablement.

(Physical Damage Additional Transportation Expense Coverage)

4. Coverage Extensions

- a. **Transportation Expenses** is amended to provide the following limits:

We will pay up to \$60 per day to a maximum of \$1,800. All other terms and provisions of this section remain applicable.

The following language is added to **4. Coverage Extensions**:

(Extra Expense – Theft)

- c. **Theft Recovery Expense**

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay the expense of returning that stolen auto to you. The limit for this coverage extension is \$5,000.

(Rental Reimbursement and Additional Transportation Expense)

d. Rental Reimbursement

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto".

- (1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.
- (2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 - (a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
 - (b) 30 days.
- (3) Our payment is limited to the lesser of the following amounts:
 - (a) Necessary and actual expenses incurred; or
 - (b) \$75 per day.
 - (c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
 - (d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

(Personal Effects Coverage)

e. Personal Effects

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured".

(Personal Property of Others)

f. Personal Property of Others

We will pay up to \$500 for loss to personal property of others in or on your covered "auto." This coverage applies only in the event of "loss" to your covered "auto" caused by fire, lightning, explosion, theft, mischief or vandalism, the covered "auto's" collision with another object, or the covered "auto's" overturn. No deductibles apply to this coverage.

(Locksmith Coverage)

g. Locksmith Coverage

We will pay up to \$250 per occurrence for necessary locksmith services for keys locked inside a covered private passenger "auto". The deductible is waived for these services.

(Vehicle Wrap Coverage)

h. Vehicle Wrap Coverage

If you have Comprehensive or Collision coverage on an "auto" that is a total loss, in addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

(Airbag Accidental Discharge)

F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended at 3. to include the following language:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

G. BROADENED LIMITS OF INSURANCE

(Audio, Visual and Data Electronic Equipment Coverage)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance at 1.b. is amended to provide the following limits:

- b. Limits of \$1,000 per "loss" is increased to \$5,000 per "loss". All other terms and provisions of this section remain applicable.

(Auto Loan/Lease Total Loss Protection)

SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance is amended by adding the following language:

- 4. In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due including up to a maximum of \$500 for early termination fees or penalties on the lease or loan for a covered "auto" less:
 - a. The amount paid under the Physical Damage Coverage Section of the policy; and
 - b. Any:
 - (1) Overdue lease / loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

(Glass Repair – Deductible Amendment)

H. GLASS REPAIR – DEDUCTIBLE

SECTION III – PHYSICAL DAMAGE COVERAGE – D. Deductible is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

(Amended Duties in the Event of Accident, Claim, Suit or Loss)

I. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions**, the following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss**:

- d. Knowledge of any "accident", "claim", "suit" or "loss" will be deemed knowledge by you when notice of such "accident", "claim", "suit" or "loss" has been received by:
 - (1) You, if you are an individual;
 - (2) Any partner or insurance manager if you are a partnership;
 - (3) An executive officer or insurance manager, if you are a corporation;
 - (4) Your members, managers or insurance manager, if you are a limited liability company; or
 - (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

(Waiver of Subrogation by Contract)

J. WAIVER OF SUBROGATION REQUIRED BY CONTRACT

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

(Unintentional Failure to Disclose)

K. UNINTENTIONAL FAILURE TO DISCLOSE

Under **SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions**, the following is added to **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

(Hired, Leased, Rented or Borrowed Auto Physical Damage)

L. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE

Under **SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance Paragraph 5.b.** is replaced by the following:

- b. (1) For "Comprehensive" and "Collision" Auto Physical Damage coverage provided by this endorsement, the following are deemed to be covered "autos" you own:
 - (a) Any Covered "auto" you lease, hire, rent or borrow; and
 - (b) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

(2) Limit of Insurance For This Section

The most we will pay for any one "loss" is the lesser of the following:

- (a) \$75,000 per accident, or
- (b) actual cash value at the time of loss, or
- (c) cost of repair.

Minus a \$500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

(3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

(4) Definitions For This Section

- (a) Comprehensive Coverage: from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.
- (b) Collision Coverage: caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

(Mental Anguish)

M. MENTAL ANGUISH

Under **SECTION V – DEFINITIONS**, C. is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from bodily injury, sickness, or disease.

(Extended Cancellation Condition)

N. EXTENDED CANCELLATION CONDITION

Under **CANCELLATION**, of the **COMMON POLICY CONDITIONS** form, item 2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 COMMERCIAL UMBRELLA COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

- (1) The additional insured is a Named Insured under such other insurance;
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured;
- (3) The additional insured gives us prompt written notice of any "occurrence" which may result in a claim and prompt written notice of "suit";
- (4) The additional insured immediately forwards all legal papers to us, cooperates in the investigation or settlement of the claim or defense against the "suit", and otherwise complies with policy conditions.
- (5) The additional insured must tender the defense and indemnity of any claim or "suit" to any other insurer which also insures against a loss we cover under this policy. This includes, but is not limited to, any insurer which has issued a policy of insurance in which the additional insured qualifies as an insured. For the purpose of this requirement, the term "insures against" refers to any self-insurance and to any insurer which issued a policy of insurance that may provide coverage for the loss, regardless of whether the additional insured has actually requested that the insurer provide the additional insured with a defense and/or indemnity under that policy of insurance.
- (6) The additional insured agrees to make available any other insurance that the additional insured has for a loss we cover under this policy.

ULTRA LIABILITY PLUS ENDORSEMENT**COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.

- * Extended Property Damage
- * Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- * Coverage for non-owned watercraft is extended to 51 feet in length
- * Property Damage - Borrowed Equipment
- * Property Damage Liability - Elevators
- * Coverage D - Voluntary Property Damage Coverage
\$5,000 Occurrence with a \$10,000 Aggregate
- * Coverage E - Care, Custody and Control Property Damage Coverage
\$25,000 Occurrence with a \$100,000 Aggregate - \$500 Deductible
- * Coverage F - Electronic Data Liability Coverage - \$50,000
- * Coverage G - Product Recall Expense
\$25,000 Each Recall Limit with a \$50,000 Aggregate - \$1,000 Deductible
- * Coverage H - Water Damage Legal Liability - \$25,000
- * Increase in Supplementary Payments: Bail Bonds to \$1,000
- * Increase in Supplementary Payments: Loss of Earnings to \$500
- * For newly formed or acquired organizations - extend the reporting requirement to 180 days
- * Broadened Named Insured
- * Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You – Including Upstream Parties
- * Automatic Additional Insured - Vendors
- * Automatic Additional Insured - Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- * Automatic Additional Insured - Managers or Lessor of Premises
- * Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
- * Additional Insured - Employee Injury to Another Employee
- * Automatically included - Aggregate Limits of Insurance (per location)
- * Automatically included - Aggregate Limits of Insurance (per project)
- * Knowledge of occurrence - Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- * Blanket Waiver of Subrogation
- * Liberalization Condition
- * Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- * Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- * Bodily Injury Redefined

REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 12 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES

A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

1. Extended Property Damage

At 2. Exclusions exclusion a. **Expected or Intended Injury** is replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Expanded Fire Legal Liability

At 2. Exclusions the last paragraph is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

3. Non-Owned Watercraft

At 2. Exclusions exclusion g. **Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

(a) Less than 51 feet long;

4. Property Damage – Borrowed Equipment

At 2. Exclusions the following is added to paragraph (4) of exclusion j. **Damage To Property**:

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

5. Property Damage Liability – Elevators

At 2. Exclusions the following is added to paragraphs (3), (4) and (6) of exclusion j. **Damage To Property**:

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

B. The following coverages are added:

1. **COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

"Property damage" to property of others caused by the insured:

- a. While in your possession; or
- b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

Exclusion j. **Damage to Property** is deleted and replaced by the following:

j. Damage to Property

"Property damage" to:

- (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;
- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE

For the purpose of this Care, Custody and Control Property Damage Coverage only:

- a. Item (4) of exclusion j. does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE

For the purposes of this Electronic Data Liability Coverage only:

- a. Exclusion p. of Coverage A – Bodily Injury And Property Damage Liability in Section I – Coverages is replaced by the following:

2. Exclusions

This insurance does not apply to:

p. Electronic data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury"

- b. "Property damage" means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this Electronic Data Liability Coverage, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

4. COVERAGE G - PRODUCT RECALL EXPENSE

- a. Insuring Agreement

- (1) We will pay 90% of "product recall expense" you incur as a result of a "product recall" you initiate during the coverage period.
- (2) We will only pay for "product recall expense" arising out of "your products" which have been physically relinquished to others.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

b. Exclusions

This insurance does not apply to "product recall expense" arising out of:

- (1) Any fact, circumstance or situation which existed at the inception date of the policy and which you were aware of, or could reasonably have foreseen that would have resulted in a "product recall".
- (2) Deterioration, decomposition or transformation of a chemical nature, except if caused by an error in the manufacture, design, processing, storage, or transportation of "your product".
- (3) The withdrawal of similar products or batches that are not defective, when a defect in another product or batch has been found.
- (4) Acts, errors or omissions of any of your employees, done with prior knowledge of any of your officers or directors.
- (5) Inherent vice, meaning a natural condition of property that causes it to deteriorate or become damaged.
- (6) "Bodily injury" or "property damage".
- (7) Failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, quality, efficacy or efficiency, whether written or implied.
- (8) Loss of reputation, customer faith or approval, or any costs incurred to regain customer market, or any other consequential damages.
- (9) Legal fees or expenses.
- (10) Damages claimed for any loss, cost or expense incurred by you or others for the loss of use of "your product".
- (11) "Product recall expense" arising from the "product recall" of any of "your products" for which coverage is excluded by endorsement.
- (12) Any "product recall" initiated due to the expiration of the designated shelf life of "your product".

5. COVERAGE H - WATER DAMAGE LEGAL LIABILITY

The Insurance provided under **Coverage H (Section I)** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the Damage To Premises Rented To You Limit.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B is amended:**1. To read SUPPLEMENTARY PAYMENTS****2. Bail Bonds**

Item 1.b. is amended as follows:

- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

3. Loss of Earnings

Item 1.d. is amended as follows:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

4. The following language is added to Item 1:

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

SECTION II - WHO IS AN INSURED

A. The following change is made:

Extended Reporting Requirements

Item 3.a. is deleted and replaced by the following :

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. The following provisions are added:

4. BROAD FORM NAMED INSURED

Item 1.f. is added as follows:

- f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

- (1) **Coverage A** does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
- (2) **Coverage B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

5. Additional Insured - Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You – Including Upstream Parties

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy;
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph a. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- c. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

6. Additional Insured - Vendors

- a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
 - (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
- (1) This insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
 - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - i. The exceptions contained in Sub-paragraphs d. or f.; or
 - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

7. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

8. Additional Insured – Managers or Lessors of Premises

- a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

9. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or
- (2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies: This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

10. Additional Insured- Employee Injury to Another Employee

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED** is amended to read:

a. "Bodily injury" or "personal and advertising injury"

- (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
- (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this Item 10 only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

SECTION III – LIMITS OF INSURANCE

A. The following Items are deleted and replaced by the following:

- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under **Coverage C**;
 - b. Damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under **Coverage B**; and
 - d. Damages under **Coverage H**.
- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under **Coverage A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" and **Coverage G**.
- 6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

B. The following are added:

- 8. Subject to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE** \$25,000 is the most we will pay under **Coverage H** for **Water Damage Legal Liability**.
Coverage G - Product Recall Expense
- 9. Aggregate Limit \$50,000
Each Product Recall Limit \$25,000
 - a. The Aggregate Limit shown above is the most we will pay for the sum of all "product recall expense" you incur as a result of all "product recalls" you initiate during the endorsement period.

- b. The Each Product Recall Limit shown above is the most we will pay, subject to the Aggregate and \$1,000 deductible, for "product recall expense" you incur for any one "product recall" you initiate during the endorsement period.

We will only pay for the amount of "product recall expenses" which are in excess of the deductible amount. The deductible applies separately to each "product recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

10. Aggregate Limits of Insurance (Per Location)

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. Aggregate Limits of Insurance (Per Project)

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

12. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 10 of **SECTION II – WHO IS AN INSURED** above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement;
- b. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- 13 Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$5,000 "occurrence" limit and a \$10,000 "aggregate" limit is the most we will pay under Coverage A for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage**.

For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

14. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$25,000 "occurrence" limit and a \$100,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for each coverage, and we are granted discretion in making payments under this coverage.

15. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F - Electronic Data Liability Coverage** for loss of "electronic data" is \$50,000 without regard to the number of "occurrences".

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

A. The following conditions are amended:

1. Knowledge of Occurrence

- a. Condition 2., Items a. and b. are deleted and replaced by the following:

(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit

- (a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:

- i. How, when and where the "occurrence" took place;
- ii. The names and addresses of any injured persons and witnesses, and
- iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (b) If a claim is made or "suit" is brought against any insured, you must:

- i. Immediately record the specifics of the claim or "suit" and the date received; and
- ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition 4. **Other Insurance b. Excess Insurance (1).**(a) is replaced by the following:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

10. Condition (5) of 2. **"Duties in the event Occurrence, Offense, Claim or Suit"** c. You or any other involved insured must:

- (5) Upon our request, replace or repair the property covered under **Voluntary Property Damage Coverage** at your actual cost, excluding profit or overhead.

11. Blanket Waiver Of Subrogation

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed.

12. Liberalization

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

13. Unintentional Failure to Disclose All Hazards

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

14. The following conditions are added in regard to Coverage G - Product Recall Expense

In event of a "product recall", you must

- a. See to it that we are notified as soon as practicable of a "product recall". To the extent possible, notice should include how, when and where the "product recall" took place and estimated "product recall expense".
- b. Take all reasonable steps to minimize "product recall expense". This will not increase the limits of insurance.
- c. If requested, permit us to question you under oath at such times as may be reasonably required about any matter relating to this insurance or your claim, including your books and records. Your answers must be signed.
- d. Permit us to inspect and obtain other information proving the loss. You must send us a signed, sworn statement of loss containing the information we request to investigate the claim. You must do this within 60 days after our request.
- e. Cooperate with us in the investigation or settlement of any claim.
- f. Assist us upon our request, in the enforcement of any rights against any person or organization which may be liable to you because of loss to which this insurance applies.

SECTION V – DEFINITIONS

A. At item 12. "Mobile equipment" the wording at f.(1) is deleted and replaced by the following:

f.(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

B. Item 3. "bodily injury" is deleted and replaced with the following:

3. "Bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

C. The following definitions are added for this endorsement only:

23. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tape drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
24. "Product recall" means a withdrawal or removal from the market of "your product" based on the determination by you or any regulatory or governmental agency that:
 - a. The use or consumption of "your product" has caused or will cause actual or alleged "bodily injury" or "property damage"; and
 - b. Such determination requires you to recover possession or control of "your product" from any distributor, purchaser or user, to repair or replace "your product", but only if "your product" is unfit for use or consumption, or is hazardous as a result of:
 - (1) An error or omission by an insured in the design, manufacturing, processing, labeling, storage, or transportation of "your product"; or
 - (2) Actual or alleged intentional, malicious or wrongful alteration or contamination of "your product" by someone other than you.

25. "Product recall expense" means reasonable and necessary expenses for:

- a. Telephone, radio and television communication and printed advertisements, including stationery, envelopes and postage.
- b. Transporting recalled products from any purchaser, distributor or user, to locations designated by you.
- c. Remuneration paid to your employees for overtime, as well as remuneration paid to additional employees or independent contractors you hire.
- d. Transportation and accommodation expense incurred by your employees.
- e. Rental expense incurred for temporary locations used to store recalled products.
- f. Expense incurred to properly dispose of recalled products, including packaging that cannot be reused.
- g. Transportation expenses incurred to replace recalled products.
- h. Repairing, redistributing or replacing covered recalled products with like products or substitutes, not to exceed your original cost of manufacturing, processing, acquisition and/or distribution.

These expenses must be incurred as a result of a "product recall".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**CITY OF DUBUQUE, IOWA
ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The City of Dubuque, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds with respect to liability arising out of the Insured's work and/or services performed for the City of Dubuque, Iowa. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

**CITY OF DUBUQUE, IOWA
GOVERNMENTAL IMMUNITIES ENDORSEMENT
(For use when *including* the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Dubuque, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

5. No Other Change in Policy. The insurance carrier and the City of Dubuque, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

**CITY OF DUBUQUE, IOWA
CANCELLATION AND MATERIAL CHANGES ENDORSEMENT**

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, 50 W. 13th St., Dubuque, Iowa 52001. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

Note: Endorsements above per 'Urban Standard Specifications For Public Improvements', Addendum No. 2 effective July 24, 2001.

Prepared by Axon

228 Park Ave S, PMB 577887
New York, NY 10003-1502
United States of America
Greg Hannah
g.hannah@prepared911.com

 Dubuque County 9-1-1 Center

 Jessica George-Rethwisch
Emergency Communications Director
jgeorge@cityofdubuque.org

 Billing Info

770 Iowa St
Dubuque | Iowa |
US

Subscription Order for the Prepared Assist Communications Service

This is an order for a subscription to the Prepared Communications Service by the client identified above (the "Client") made to Invictus Apps, Inc. ("Invictus"), a Delaware corporation having an office at 575 Lexington Ave., 14th Floor, New York, NY 10022.

The Prepared Communications Service is a proprietary security and communications service of Invictus pursuant to which Invictus generally makes available the capability to initiate, receive, manage, analyze, and synthesize multimedia information provided by a Caller or a Caller's mobile device.

Initial Subscription Period 36 months

The Initial Subscription Period is the 36-month period commencing on the Effective Date.

Contract Period 12/11/2025 -
-12/11/2028-----

Effective Date date signed

Date that Client signs the Subscription Order for the Prepared Assist Communications Service.

Payment Terms Net 20

Payment for Service is due on the Effective Date and the start date of each Renewal Period and shall be paid in full within 20 days of the due date (Net 20).

Billing Frequency Annually: From Effective Date

 Proposal Expiration Date December 15, 2025

Annual Subscription Fees

Product	Length	Service Period	Price per Year
Assistive Call-Taking 26500 9-1-1 calls/year Includes real-time transcription & translation of transcripts, AI Insights, inbound & outbound text and media, Text-to-Voice (in Spanish), EED+ELS, GPS Links, & spoken location capture, and keyword alerts & incident flagging for Supervisors.	36 months	Effective On Buyer Signature Date	\$19,593.75
Automated QA 26500 9-1-1 calls/year Includes immediate baseline protocol checks for all calls, automatic incident classification, and custom filtering for	36 months	Effective On Buyer Signature Date	\$5,750.50

Product	Length	Service Period	Price per Year
call analytics.			
First Year Subtotal for Annual Subscription Fees			\$25,344.25

One-Time Fees

Product	Total Price
Audio Collector Technical Implementation Fee Technical setup and implementation of Prepared.	\$2,800.00
Audio Collector Hardware Fee Cost of audio collector hardware required to run Prepared. Includes shipping. Includes 1 host machine(s) 1 display(s)	\$1,200.00
First Year Subtotal for One-Time Fees	
	\$4,000.00

Year 1 Overall Total	\$29,344.25
Year 2 Overall Total	\$25,344.25
Year 3 Overall Total	\$25,344.25

The following terms and conditions are incorporated by reference herein: (1) the Standard Terms and Conditions for the Prepared Communications Service (the "Standard Terms"), attached hereto as Appendix A, together with all Schedules attached to or referenced anywhere below, and (2) any Special Terms if applicable, attached hereto as Appendix B.

This document constitutes the "Order" for purposes of the Standard Terms and any Special Terms. Client wishes to subscribe to and use the Prepared Communications Service as set forth on this Order below and subject to the terms and conditions provided in the Standard Terms. This Order is subject to Invictus' approval.

Capitalized terms used in this Order and not otherwise defined will have the meanings ascribed to them in the Standard Terms or the other Appendices.

This Order, together with the Standard Terms and these other Appendices hereto and the Schedules attached to and/or referenced in any of the foregoing, contain the entire agreement and understanding of the parties with respect to the subject matter hereof (the "**Agreement**") and shall supersede and merge all prior and contemporaneous communications, agreements, understandings, undertakings and obligations with respect to the subject matter hereof, whether oral or written, unless the parties have entered into a separate definitive written agreement with respect to the subject matter hereof which has been signed by the authorized representative(s) of each party. No modification of the Agreement, including this Order or any Appendix hereto, shall be binding on either Party unless it is in writing and signed by both Parties. Notwithstanding the foregoing, the Agreement does not supersede any Non-Disclosure Agreement or Confidentiality Agreement, if any, entered into by the parties, which shall continue to be in full force and effect.

By signing and returning this Order, the undersigned Client accepts and agrees to the terms and conditions of this Order and the additional terms and conditions set forth in each of the Appendices to this Order and the Schedules to this Order to the Appendices, if any, each as specified below which shall be incorporated herein by reference:

a. Appendix A – Standard Terms and Conditions for the Prepared Communications Service (see attached).

b. Appendix B – Special Terms

Each of Client and Invictus Apps, Inc., intending to be legally bound, hereby confirms its agreement to the terms and conditions of this Order and the Agreement and have caused this Agreement to be executed by their duly authorized officers as of the Effective Date set forth above.

Appendix A

Standard Terms and Conditions for the Prepared™ Communications Service

Corresponding Version of Terms and Conditions: Version 7.0

[See Attached.]

Appendix B

Special Terms

Billing Schedule

Schedule	Amount Due
Year 1 Billed on Go-Live Date*	\$29,344.25
Year 2 Billed 12 months after Effective Date	\$25,344.25
Year 3 Billed 24 months after Effective Date	\$25,344.25

*Go-Live Date will be defined as the date when Prepared has completed the connection with the Iowa State Shared Services to receive 9-1-1 call audio.

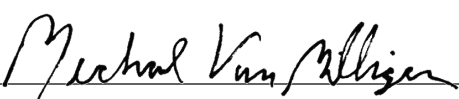
Billing Information	
Name	City of Dubuque-----
Email	ctymgr@cityofdub uque.org-----

Signatures

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement as of the Effective Date. The undersigned representative of Client acknowledges that they have read, understood, and agree to the Standard Terms and Conditions set forth in this Agreement.

Dubuque County 9-1-1 Center

Name: Michael C. Van Milligen
Title: City Manager
Email: ctymgr@cityofdubuque.org or jgeorge@cityofdubuque.org
Signed Date: 12/09/2025
Signature:



Prepared by Axon

Name: Danny Cho
Title: Head of Sales
Email: danny@prepared911.com
Signed Date: 12/11/2025
Signature:

Danny Cho

**Standard Terms and Conditions for the Prepared™ Communications Service**

These standard terms and conditions as set forth in this document (the “**Standard Terms**”) shall apply to and govern any Order placed by a Client (as identified in such Order) for a subscription to the Prepared™ Communications Service from Invictus Apps, Inc., a Delaware corporation, (“**Invictus**”), to which these Standard Terms are attached or in which they are specifically referenced and which is signed by both Invictus and the Client. Placing the Order with Invictus constitutes Client’s agreement to the Standard Terms set forth herein, as such Standard Terms may have been updated through the date of such Order.

Any different or additional terms in any purchase order (that is not an Order or Appendices or Exhibits attached thereto), proposal, offer, or other writing from Client to Invictus shall be deemed a material alteration of these Standard Terms and are hereby expressly objected to and rejected and shall be of no force or effect. Invictus’ failure to object to any different or additional terms and conditions from Client will neither be construed as Invictus’ acceptance of such terms and conditions nor a waiver of these Standard Terms or the terms and conditions set forth in the Order. Commencement of performance shall not be construed as acceptance of any of Client’s terms and conditions which are different from or in addition to those contained in these Standard Terms or the terms and conditions set forth in the Order. Course of performance or usage of trade shall not be applied to modify these Standard Terms or the terms and conditions of any Order. Invictus’ offer to provide the Service is expressly conditioned upon Client’s acceptance of these Standard Terms.

In consideration of the mutual promises and covenants contained in the Agreement and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Certain Definitions.** In addition to the capitalized terms defined above and elsewhere in this Agreement, the following capitalized terms as used in this Agreement shall have the meaning set forth below:

“**Access Credentials**” shall mean any username, identification number, password, license or security key, token, PIN or other code, method, technology or device used, alone or in combination, to verify an individual’s identity and authorization to access the Prepared Platform.

“**Agreement**” shall mean the written agreement entered into by Client and Invictus and comprised of (i) the Order executed by both parties, (ii) these Standard Terms, (iii) the Exhibits and other Appendices to the Order, each as attached to and/or specifically referenced in the Order, and (iv) all other documents incorporated in the Order or in these Standard Terms by reference.

“**API**” shall mean a software or application programming interface made available by Invictus or a Third Party Application authorized by Invictus in connection with the Service, including the associated technical and administrative specifications, standards, requirements, procedures and communication protocols provided by Invictus, to allow a computer server to interface with another computer or server or to process a data file in an automated fashion. All APIs provided or made available by Invictus are part of the Prepared Platform.

“**Business Day**” shall mean any day that is not a Saturday or Sunday or a Federal holiday in the United States of America.

“**Caller**” shall mean a caller who contacts a Telecommunicator of Client.

“**Caller Data**” shall mean (i) the data, including text, video, audio, image, and location data, regardless of form or media, that are submitted or transmitted by a Caller or Caller’s Mobile Device to Invictus from such Caller or Caller’s Mobile Device during the Term of this Agreement, and (ii) any data resulting from the transcription, translation, synthesis or interpretation of the data and Authorized User inputs and commands, by the Service, the Prepared Platform or the Caller Platform Extension.

“**Caller Platform Extension**” shall mean the proprietary web-based software application of Invictus, including its functionalities, features, services, data, design, graphics, images, text, graphical user interfaces, and all other content, which Invictus makes available to Callers for use in connection with the Service.

“**Client Data**” shall mean (i) the data and related information that are submitted by Client to Invictus or the Prepared Platform, for creating and managing User accounts and providing access to

Authorized Users and other Users of the Service, including to authorize or validate access to or use of the Prepared Platform and to establish the level of privileges and use rights associated with the Prepared Platform or the Service, (ii) the information and data about a Caller submitted by an Authorized User of Client to Invictus or the Prepared Platform, including without limitation any mobile phone number and other contact information of a Caller, (iii) any communications sent by Client’s Authorized Users to a Caller via the Prepared Platform, including the Call-Taker Console, and/or the Caller Platform Extension, and (iv) the data, including text and audio, that are transmitted between Responders and Telecommunicators and made available to Invictus during the Term of this Agreement, including any data resulting from the transcription, translation, synthesis or interpretation of that data.

“**Client Systems**” shall mean the information technology infrastructure and networks of Client, whether operated directly by Client or through the use of Third Party services or resources.

“**Cloud Server**” shall mean a server or multiple connected servers, owned, controlled, operated or maintained by a Third Party, such as Amazon Web Services, Microsoft Azure or Google Cloud Platform, which is part of the Prepared Platform, and which host software, data or technology proprietary to Invictus or licensed by Invictus or any Client Data.

“**Defective Client Data**” shall mean any file submitted by Client that is defective, corrupt, unreadable or incomplete or any data or file(s) or that do(es) not comply with the specifications or requirements provided by Invictus for Client Data or that contains incorrect data or information with respect to any User, including information regarding a User’s level of privileges or use rights that is inconsistent with the Services ordered by Client.

“**Effective Date**” shall mean the date of implementation of the Service, as set forth in the Order.

“**Responder**” shall mean a licensed medical services provider, law enforcement officer, firefighter, volunteer firefighter or officer of a fire company, emergency medical technician, emergency nurse, ambulance operator, provider of civil defense services, or any privately employed or contracted personnel with response-related duties.

“**Force Majeure Event**” shall mean any act of God, fire, flood, explosion, war, strikes, or other concerted work stoppages of labor, inability to obtain raw material, equipment or transportation breakage or failure of equipment or apparatus, or loss of any necessary utility or interruption of power or communications



sources or connections, failures in or affecting the performance, use, or availability of the Internet, associated intranets, or cloud computing platforms, any failure affecting the performance, use or availability or data transmission via cellular or wireless means, any Harmful Code released by a Third Party, any denial of service attacks, the terrorist, illegal, malicious, wanton, or capricious acts of a Third Party, changes or modifications in international, national, or industry standards or protocols, or the existence of or governmental action or court order or changes in laws prohibiting or imposing criminal penalties or civil liability for performance hereunder.

"Harmful Code" shall mean software or other technology, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede, any computer, software, database, system or network.

"Hours of Coverage" shall mean the period of time between 8:00 a.m. and 6:00 p.m. (East Coast Time) Monday – Friday, except for any Federal holiday.

"Intellectual Property Rights" shall mean any and all registered and unregistered rights granted, applied for or otherwise, now or hereafter in existence under or related to any utility and design patent, copyright, trademark, trade secret, database right, database protection or other intellectual property rights, and all similar or equivalent rights or forms of protection, including without limitation under any license, and all associated rights of priority in any part of the world.

"Initial Subscription Period" shall mean (i) a period of twelve (12) consecutive months from the Effective Date or (ii) such other period set forth in the Order.

"Invictus Marks" shall mean the trademarks and trade names and logos of Invictus, including the Prepared word mark and the Prepared logo as set forth on the top of this Agreement.

"Mobile Device" shall mean (i) a smartphone made by Apple Inc. and running the iOS operating system made available by Apple Inc. or (ii) a smartphone made available by another hardware manufacturer that runs the Android operating system made available by Google Inc.

"Order" shall mean such written order for the Prepared™ Communications Service as specified in such order, which order has been executed by Client and Invictus in writing, and incorporates these Standard Terms by reference.

"Person" shall mean an individual, sole proprietorship, partnership, limited partnership, corporation, limited liability company, stock company, trust, unincorporated association, government agency, or other similar entity or organization.

"Prepared Platform" shall mean the software, cloud-based information technology platform, including without limitation, the Call-Taker Console, servers operated by Invictus and Cloud Servers, and computer code, software, technologies, processes, methods, algorithms, and data and content, including protocols, processes, workflows, and workflow engines (e.g., steps, logic, and functionality for implementation of out-of-the-box and custom business processes), rules engines and integration code, proprietary to Invictus or Third Party Applications licensed from Third Parties, and Prepared Platform Extensions that are used by Invictus in performing the Service.

"Prepared Platform Extension" shall mean a web-based or Mobile Device-installed software application of Invictus, including its functionalities, features, services, data, design, graphics, images, text, graphical user interfaces, and all other content, that

Invictus makes available to Users of Client that are Responders of Client for use with the Service if the Client has subscribed to the applicable Service.

"Permitted Uses" shall be limited to the following uses of the Service: (i) requesting, initiating, and managing the transmission of Caller Data from a Caller to the Prepared Platform that are transmitted by such Caller via a Caller Platform Extension and stored on the Prepared Platform for viewing of such Caller Data by Client's Authorized Users on a web-based or computer installed graphical user interface and software dashboard made available to Telecommunicators; (ii) if Client has subscribed to the applicable Service, managing and transmitting such Caller Data to Authorized Users that are Responders as part of the Prepared Platform (**"Call-Taker Console"**), and transmitting and managing communications with a Caller from and to such Call-Taker Console, and, if applicable, from and to Prepared Platform Extensions that Invictus makes available to Authorized Users of Client, as part of the Prepared Platform; (iii) if Client has subscribed to the applicable Service, managing, transmitting, transcribing, translating, synthesizing, interpreting, analyzing, and quality assuring Caller Data and Authorized User inputs and commands using artificial intelligence, large language models and other analytics tools; and (iv) any other additional products or services furnished by Invictus, including any integration with any other service, to which Client has subscribed pursuant to an Order and the terms and conditions of this Agreement. For the avoidance of doubt, "Service" shall also include, as applicable, any Prepared Platform Extension or Caller Platform Extension to which the Client has subscribed.

"Telecommunicator" shall mean a call taker, dispatcher, or similar operator in an emergency dispatch office, such as a public-safety answering point (PSAP), security operations center, real-time crime center, fusion center, or similar entity, operated by or on behalf of Client.

"Service" shall mean Invictus' proprietary Prepared™ Communications Service and any necessary hardware or other equipment that Invictus generally makes available to Client pursuant to one or more Orders, which allows Authorized Users of Client to perform the following functions: (i) requesting, initiating, and managing the transmission of Caller Data from a Caller to the Prepared Platform regarding an incident that are transmitted by such Caller via a Caller Platform Extension and stored on the Prepared Platform for viewing of such Caller Data by Client's Authorized Users on a web-based or computer-installed graphical user interface and software dashboard made available for Telecommunicators and (ii), if Client has subscribed to the applicable Service pursuant to an Order, managing and transmitting such Caller Data to Authorized Users that are Responders, as part of the Call-Taker Console, and transmitting and managing communications with a Caller from and to such Call-Taker Console, and, if applicable, from and to Prepared Platform Extensions that Invictus makes available to Authorized Users of Client that are Responders of Client, as part of the Prepared Platform; (iii) if Client has subscribed to the applicable Service pursuant to an Order, managing, transmitting, transcribing, translating, synthesizing, interpreting, analyzing, and quality assurance of raw Caller Data, and of Authorized User inputs and commands, using artificial intelligence, large language models and other analytics tools; (iv) any other additional products or services furnished by Invictus, including any integration with any other service, to which Client has subscribed pursuant to an Order and the terms and conditions of this Agreement. As part of the Service, Client expressly authorizes Invictus to acquire and transmit Apple End-User Enhanced



Emergency Data ("EED") to Client for the purpose of assisting in an emergency, and Client further directly requests and expressly authorizes Invictus to provide all data retention and analytics services with respect to Apple End-User EED Data permitted by Apple. In addition, Client expressly authorizes Invictus to provide Google Emergency Location Service location data and additional emergency information furnished by Google. For clarity, "Service" shall also include, as applicable, any Prepared Platform Extension or Caller Platform Extension to which the Client has subscribed.

"Third Party" shall mean a Person not a party to this Agreement.

"Third Party Application" shall mean any third-party software product, including any online application and offline software product, that is used by or as part of the Prepared Platform or any Caller Platform Extension.

"Upgrade" shall mean one or more materially new or different features or functionalities of the Service compared to a prior version of the Service in effect as of the Effective Date (as specified in the Order), including any new or additional content or software as part of any Caller Platform Extension.

2. Scope.

2.1. Implementation. Promptly following the Effective Date, Invictus shall use commercially reasonable efforts to implement the Service for use by Client's Authorized Users. Client shall provide reasonable cooperation and assistance in connection with such implementation. During this implementation period, Client shall make the Client Data available to Invictus, including by using the API provided by Invictus.

2.2. Service. Subject to and conditioned on Client's and its Authorized Users' compliance with the terms and conditions of this Agreement, Invictus will use commercially reasonable efforts to make available to Client's Authorized Users the Service solely for the Permitted Uses during the Initial Subscription Period and any Renewal Term.

2.3. Certain Limitations. (a) Invictus shall have no obligation to provide the Service with respect to any Defective Client Data. (b) Invictus shall have no obligation to provide the Service if (i) a User no longer qualifies as an Authorized User pursuant to **Section 3** hereof; (ii) an Authorized User fails to initiate a request to a Caller for the transmission of Caller Data from such Caller to the Prepared Platform for viewing of such Caller Data by Client's Authorized Users received from such Caller; (iii) a Caller fails to respond to, or fails to take action in response to, a request from an Authorized User to transmit Caller Data or fails to use the Caller Platform Extension or fails to transmit Caller Data from such Caller's Mobile Device using the Caller Platform Extension; (iv) a Caller fails to operate the Caller Platform Extension in accordance with instructions provided by Invictus or displayed by the Caller Platform Extension or fails to accept the terms, conditions, or policies of Invictus with respect to the use of Caller Platform Extension and the transmission of Caller Data; (v) an Authorized User fails to operate the Call-Taker Console or, if applicable, a Prepared Platform Extension as part of the Prepared Platform in accordance with instructions provided by Invictus or displayed by the Call-Taker Console or, if applicable, the Prepared Platform Extension, or in accordance with the training provided by Invictus to such Authorized User; (vi) an Authorized User has not been trained in the use of the Service or the use of the Call-Taker Console or the Prepared Platform; (vii) an Authorized User has not installed the applicable Prepared Platform Extension if the Client has subscribed to the applicable Service; or (viii) Client has

not complied with the Technical Requirements or has failed to update the Client Systems with any critical software updates as required under the Technical Requirements.

2.4. Access; Upgrades. (a) Client's Authorized Users may only access the Service through the Call-Taker Console, or the applicable Prepared Platform Extension if the Client has subscribed to the applicable Service, as part of the Prepared Platform made available by Invictus from Client Systems through the Internet. Client shall ensure that all such access to and use is limited to Client's Authorized Users. Client shall have responsibility for all such access and use by any Person. Client is responsible for the proper use of all Access Credentials, including verifying its Authorized Users and their access to and use of the Prepared Platform via the Call-Taker Console and the applicable Prepared Platform Extension if the Client has subscribed to the applicable Service. (b) Client's Authorized Users may only access the Prepared Platform remotely through the Internet, either through the Call-Taker Console made available by Invictus as part of the Prepared Platform or, with Invictus' prior written consent, by connecting the Prepared Platform to Client Systems using an API made available by Invictus, or through the applicable Prepared Platform Extension if the Client has subscribed to the applicable Service, and only for the Permitted Uses. Client shall ensure that all such access to and use is limited to Client's Authorized Users and through use of Client Systems. Client shall have responsibility for all such access and use by any Person, including by or through the Client Systems. (c) Client's Authorized Users may only access the applicable Prepared Platform Extension as made available by Invictus as part of the Prepared Platform if the Client has subscribed to the applicable Service. (d) Client is responsible for the proper use of all Access Credentials, including verifying its Authorized Users and their access to and use of the Prepared Platform as provided in **Section 2.4(b)** above. (e) Client and its Authorized Users shall have no right to any Upgrades to the Service.

2.5. Service Initiation. Client acknowledges and agrees that for certain features, Client's Authorized Users will need to input a Caller's mobile phone number to initiate a request to a Caller for the transmission of Caller Data from such Caller to the Prepared Platform for viewing of such Caller Data by Client's Authorized Users on the Call-Taker Console (and the applicable Prepared Platform Extension if the Client has subscribed to the applicable Service) as part of the Service. Client acknowledges and agrees that a Caller may not, at all or in a timely manner, transmit Caller Data to the Prepared Platform despite having received notification on their Mobile Device from the Prepared Platform of a request initiated by an Authorized User of Client to transmit Caller Data.

2.6. Service Availability. (a) Subject to the terms and conditions of this Agreement, Invictus will use commercially reasonable efforts to make and keep the Service available to Client on a twenty-four (24) hour per day basis during the Initial Subscription Period and any Renewal Term, provided that Client acknowledges and agrees that the Service may become unavailable as a result of any of the following exceptions (each, an "**Exception**"): (i) access to or use of the Service, or any use of Access Credentials, that does not strictly comply with this Agreement; (ii) any failure or unavailability of its Authorized User's Internet connectivity; (iii) a Force Majeure Event; (iv) any failure, interruption, outage or other problem with any Caller Platform Extension, the Prepared Platform or any component of any of the foregoing that was not developed by Invictus but that is used, directly or indirectly, by



Invictus in performing the Service, including any Cloud Server, and any unscheduled maintenance of any of the foregoing as a result of such failure, interruption, outage or other problem; (v) any Scheduled Downtime (as defined below); or (vi) any disabling, suspension or termination of the Service pursuant to **Section 2.11** below. (b) To the extent practicable, all planned unavailability of the Service, such as for maintenance or repair or updates of the Service or any part or component of any Invictus technology will be scheduled outside of regular hours of operations of Client, such as, e.g., in the late evening or during the night or on days that are not Business Days, ("**Scheduled Downtime**"). (c) Invictus shall not be liable to Client for any unavailability of the Service resulting from any of the Exceptions described in this **Section 2.6**. In the event the Service is not available to Client and such unavailability is not due to any of the Exceptions, Client's sole remedy for such unavailability shall be for Invictus to use commercially reasonable efforts to correct such unavailability of the Service.

2.7. Technical Support. (a) Invictus will, as part of the Service and at no additional charge to Client, provide Client with the following technical support services to Client and its Authorized Users in connection with the Service: Invictus will respond to Client's and its Authorized Users' technical support questions about the Service and the Prepared Platform and its operation via email and via telephone, provided that email shall be the preferred means of providing technical support, within the scope of its standard technical support services during the Hours of Coverage. Invictus shall have no obligation to provide any other technical support services to Client. (b) Client will provide, and will ensure that its Authorized Users' provide Invictus with, the relevant information and documentation in its or their respective possession or under its or their respective control requested by Invictus to which Client's or its Authorized Users' technical support questions pertain. (c) Invictus' sole liability and Client's sole remedy for any failure to provide technical support services shall be for Invictus to use the commercially reasonable efforts to correct such failure through further technical support services.

2.8. Training. Invictus will, at its election and as requested by Client, provide such training on site or remotely via video conference or via recorded instructions. Client shall ensure that all such Authorized Users will have participated in such training. Invictus will, at its election and as requested by Client, provide such training from time-to-time for new Authorized Users. Invictus shall have the right to require Client to pay Invictus' standard fees and reimburse its travel expenses for all training that Client may request, including during any Renewal Term. Client will make available, at no charge to Invictus, facilities for any on-site training sessions or provide its Authorized Users access to computer and camera equipment and Internet connections and remote conferencing software to ensure that its Authorized Users can participate in such training by Invictus.

2.9. Changes. Invictus reserves the right, in its sole discretion, to make any changes or alterations to the Service, the Caller Platform Extensions and the Prepared Platform, that it deems necessary or useful to (i) maintain or enhance the quality or delivery of the Service to Client; (ii) comply with applicable law; or (iii) avoid or preempt any claims of infringement of a Third Party's Intellectual Property Rights.

2.10. Monitoring. Invictus may internally monitor and track Client's, each Authorized User's and any other User's access to and use of the Service and the Prepared Platform, including

through the collection and analysis of usage data, such as the IP addresses of Users and through electronic tracking technology and all other lawful means. Invictus may also internally monitor and track each Caller's and any other user's access to and use of the Caller Platform Extension, including through the collection and analysis of usage data, such as the IP addresses of Callers and other users and through electronic tracking technology and all other lawful means

2.11. Suspension of the Service. (a) Invictus may at any time suspend or block or otherwise deny Client's or any Authorized User's or any other User's or Person's access to or use of the Service, any Prepared Platform Extensions, or the Caller Platform Extensions, or Caller Data, without incurring any resulting liability, if: (i) Invictus believes in good faith that such a suspension is necessary to maintain the security or integrity of any Caller Platform Extension, Mobile Device of a Caller, or the Prepared Platform, including any applicable Prepared Platform Extension, or to prevent misuse of any of the foregoing by any Person, including Client or any Authorized User or other User; (ii) Client or Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Service or the Prepared Platform beyond the scope of the rights granted under this Agreement; (iii) Client or any Authorized User is, has been or is likely to be involved in any fraudulent or unlawful activities relating to the Service, the Caller Platform Extensions or the Prepared Platform; (iv) Invictus receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Invictus to do so; (v) Client has failed to pay any fee(s) to Invictus when due hereunder; (vi) Invictus reasonably believes that its continued performance of its obligations under this Agreement, including the performance by Invictus of the Service, becomes substantially more difficult or expensive, or impossible (without violating, or without incurring criminal penalties or civil liability under, the laws or regulations) under applicable laws or regulations or due to a substantive change in applicable laws or regulations after the Effective Date or infringes another Person's Intellectual Property Rights; or (vii) this Agreement expires or is terminated. This **Section 2.11** does not limit any of Invictus' other rights or remedies, whether at law, in equity or under this Agreement. (b) Invictus shall not be liable for any failure to provide access to or use of the Service or any Prepared Platform Extension or any Caller Platform Extension or Caller Data during such suspension. Invictus will reinstate access to or operation of the Service once the basis for such suspension has dissipated in Invictus' judgment, provided this Agreement has not already been terminated or expired.

2.12. Notice of Unauthorized Access. Client shall notify Invictus promptly if Client becomes aware of any unauthorized access to or use of any Caller Data, any Mobile Device of a Caller, or Caller Platform Extensions or the Prepared Platform, including any Prepared Platform Extension, by any Person.

2.13. Use of Subcontractors. Invictus may subcontract with any subcontractor for performance of the Service or any component or task thereof, provided that Invictus shall remain responsible for the performance of its obligations under this Agreement.

3. Users.

3.1. Authorized Users. Access to and use of the Service and the Prepared Platform and Caller Data shall be limited to the adult employees or contractors of Client while they are in the employment of or in a contracting relationship with Client and not



on administrative leave or suspension (each such individual, an “User”).

3.2. Termination of Authorized User Status. All access to and use of the Service and the Prepared Platform and Caller Data by an Authorized User shall automatically cease, and any such individual shall no longer be deemed an Authorized User, if such individual is no longer a User or Client has notified Invictus that such individual is no longer an Authorized User, including by delivering updated Client Data to Invictus. Invictus will make the Service available only for use by the maximum number of Authorized Users as set forth in the Order. Client may reduce the number of such Authorized Users by giving written notice to Invictus. Any such reduction shall not entitle Client to any refund or recovery of any subscription fees or other fees paid by Client.

4. Feedback. Invictus may request Feedback from Client or Authorized Users regarding the Service during the Term. Upon such reasonable request by Invictus, Client will, and will cause its Authorized Users to, use good faith efforts to provide Feedback regarding the Service or the Caller Platform Extensions, based upon the uses and user experience of Client and such Authorized Users.

5. Fees and Charges.

5.1. Fees. Client shall pay to Invictus (i) the fees, if any, in the amount as set forth in the Order for each consecutive twelve-month period during the Initial Subscription Period and (ii) the subscription fee as set forth in the Order for each Renewal Term thereafter, which may be increased by Invictus from time to time, in its discretion.

5.2. Additional Fees and Services. Any additional services, other than the Services set forth in the Order, to be performed or provided by Invictus shall require payment by Client to Invictus of the service, subscription and other fees at Invictus' then applicable list prices and subject to Invictus' then applicable pricing policy except as otherwise expressly agreed to by both Invictus and Client. Without limiting the generality of the foregoing, Client shall pay the additional fees, if any, set forth in the Order for the additional services or products to be provided by Invictus as specified in the Order and any applicable Appendix, or as otherwise agreed between the parties. Client and Invictus may, at any time, amend the Order by mutual written consent, or otherwise agree by mutual written consent, to include such additional services in the Services to be provided hereunder.

5.3. Due Dates. Client shall pay all fees, amounts and taxes or assessments due hereunder to Invictus within twenty (20) calendar days after the date of the corresponding invoice from Invictus delivered to Client. Delivery of any such invoice may be made to Client by mail, courier, delivery service (such as FedEx), email or electronic delivery. Payment by Client shall be made by check made payable to the order of Invictus and sent to Invictus or by bank wire transfer into a bank account specified by Invictus in writing. Invictus may issue an invoice to Client for the subscription fee for the entire Initial Subscription Period on or after the Effective Date. Invictus may issue an invoice to Client for the subscription fee for any Renewal Term on or after the start of such Renewal Term. Invictus may issue an invoice to Client for any additional services on or after the date specified in the Order and any applicable Appendix with respect to such additional services.

5.4. Late Payment. If Client fails to make any payment when due then, in addition to all other remedies that may be available to

Invictus: (a) Invictus may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (b) Client shall reimburse Invictus for all reasonable costs incurred by Invictus in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees; and (c) if such failure continues for twenty (20) days, Invictus may suspend performance of the Service until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Client or any other Person by reason of such suspension.

5.5. Taxes. All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Client is responsible for all sales, use, value added, privilege and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority, now in force or enacted in the future, on any amounts payable by Client hereunder, other than any taxes imposed on Invictus' income. Invictus may invoice Client for any such taxes and assessments, which Client shall pay. Invictus will remit any payments from Client for such taxes and assessments made on any such invoice directly to the appropriate taxing authorities. If Client is exempt from the payment of such taxes or other assessments, Client shall provide Invictus with documentary proof of such exemption issued by the appropriate taxing authority. Client is responsible for obtaining and providing to Invictus any such certificate or other documentary proof of such exemption.

5.6. No Set-Offs. All amounts payable to Invictus under this Agreement shall be paid by Client to Invictus in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason. All fees paid by Client are not refundable.

6. License and Restrictions.

6.1. Client Licenses. (a) Subject to and conditioned on Client's and its Authorized Users' compliance with and performance of all terms and conditions of this Agreement, Invictus hereby grants Client the personal, non-exclusive, nontransferable, non-sublicensable license under the Intellectual Property Rights of Invictus to use the Prepared Platform during the Initial Subscription Period and any Renewal Term and only in strict compliance with the Permitted Uses and subject to the restrictions and other limitations set forth in this Agreement and only by and through Client's Authorized Users. (b) Subject to and conditioned on Client's and its Authorized Users' compliance with and performance of all terms and conditions of this Agreement, Invictus hereby grants Client the personal, non-exclusive, nontransferable right to use, host, store, view, perform or display (whether to the public or otherwise), copy, reproduce, modify, and create derivative works of the Caller Data transmitted or made available to Client's Authorized Users hereunder during the Term, including without limitation to make such Caller Data available to any third party for purposes of complying with requests for disclosure of Caller Data under the Freedom of Information Act (FOIA) or other similar federal or state laws or regulations or as otherwise required by applicable law, regulation or court order, during the Initial Subscription Period and any Renewal Term and thereafter. The license granted to Client under this **Section 6.1(b)** shall survive the termination or expiration of this Agreement, provided only that notwithstanding any other provision hereof, such license granted to Client pursuant to this **Section 6.1(b)** shall terminate with respect to specific Caller Data if and only to the extent Invictus no longer holds a license to such specific Caller



Data and Invictus gives written notice of such license termination. For clarity, any such termination shall not terminate Client's license under this **Section 6.1(b)** with respect to any other Caller Data.

6.2. Reservation of Rights. All rights not expressly granted to Client are reserved by Invictus and its licensors. Except as expressly set forth in **Section 6.1**, nothing in this Agreement grants any right, title or interest in or to any Intellectual Property Rights in or relating to the Caller Platform Extensions and the Prepared Platform or any Caller Data, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Caller Platform Extensions and the Prepared Platform and all Caller Data shall remain with Invictus and its licensors.

6.3. Limitations and Restrictions. (a) Client shall use, and shall ensure that its Authorized Users use, the Service and the Prepared Platform and any Caller Data only for the Permitted Uses and as authorized in **Section 6.1**. (b) Client shall not offer for sale, distribute, or sell the Service or the Prepared Platform. Client shall not, and shall not permit any other Person to, modify, or create improvements, derivative works or transformative works of or based upon any Prepared Platform or any part or feature thereof. (c) Client shall not, and shall not permit any Person, to bypass or breach any security or protection used for the Prepared Platform or the Caller Platform Extension to prevent unauthorized access to Caller Data or software, algorithms, data, information or functionalities or features of the Caller Platform Extension or the Prepared Platform. Client shall not, and shall not permit any other Person to, gain (or attempt to gain) any access to the Prepared Platform or Caller Data, or bypass or breach any security device or protection used for the Caller Platform Extension or the Prepared Platform, in order to access to Caller Data or other data or information or functionalities or features of the Caller Platform Extension or the Prepared Platform, that Client and its Authorized Users shall not have access to through normal access or use of the Service and the Prepared Platform. (d) Client shall not, and shall not permit any other Person to, decompile any object code of, or reverse engineer, disassemble, decode, discover, reconstruct, adapt, translate or otherwise derive or gain access to any source code of any software that is part of the Caller Platform Extension or the Prepared Platform, the structure, sequence or organization of such source code or any algorithm, method, process, workflow or model that is part of the Caller Platform Extension or the Prepared Platform or used in developing or performing the Service, in whole or in part, or attempt to do any of the foregoing. (e) Client shall not, and shall not permit any other Person to, access or use the Caller Platform Extension or the Prepared Platform in order to: (1) build any product or service that is similar to the Service or the Caller Platform Extension or the Prepared Platform, including any Prepared Platform Extension, or that uses similar features or functions, content, or graphics as those of or used by or for the Service or the Caller Platform Extension or the Prepared Platform, or in order to copy or imitate any feature or functionality of the Service or Caller Platform Extension or the Prepared Platform, whether or not intended to compete with the Service, or (2) engage in systematic retrieval of any data or content from the Caller Platform Extension or the Prepared Platform. (f) Client shall not, and shall not permit any other Person to, (i) input, upload, transmit or otherwise provide to or through the submission of any Client Data or through access to or use of the Prepared Platform any Harmful Code, (ii) access, use, or copy any portion of the Caller Platform Extension or the Prepared Platform through the use of bots, spiders, crawlers, indexing agents, or other automated programs, means, algorithms, software, devices, or mechanisms (collectively,

"Bots"), (iii) use any Bots or any similar or equivalent manual process to systematically and/or automatically search, scrape, extract, index, or create abstracts of, the Caller Platform Extension or the Prepared Platform, (iv) create any denial of service with respect to the Service, (v) falsify, modify, manipulate, or obscure any data or other content of the Caller Platform Extension or the Prepared Platform, or (vi) discover, or attempt to discover, any usage by any Caller or any other Person of the Caller Platform Extension or any usage by any Person of the Prepared Platform or any service provided by Invictus, including any queries or usage or reports or output or other query results. (g) Client shall not, and shall not permit any other Person to, remove, delete, alter or obscure any source identification, product identification, ownership identification, disclaimers, or copyright, trademark, patent or other intellectual property or proprietary rights notices or markings contained in, displayed by, or provided with the Service or the Prepared Platform. (h) Client shall not, and shall not permit any other Person to, access, observe, or use the Prepared Platform or the Service for purposes of competitive analysis of the availability, performance or functionality of the Service, the Caller Platform Extension, or the Prepared Platform, or for any other benchmarking and shall not disclose or publicize the results of any such analysis or benchmarking. (i) Client shall not, and shall not permit any other Person to, access or use the Service or the Caller Platform Extension or the Prepared Platform or any Caller Data in any manner or for any purpose that violates any applicable law or regulation. (j) Client shall not, and shall not permit any other Person to, damage, destroy, disrupt, disable, impair, interfere with or otherwise harm the Caller Platform Extension or the Prepared Platform or any Caller Data. (k) Client shall not, and shall not permit any other Person to, copy or use the design, including the layout, organization, color scheme, and graphics of the Caller Platform Extension or the Prepared Platform. (l) Client shall not, and shall not permit any other Person to, access, use, give access to or use of the Caller Platform Extension or the Prepared Platform or any Caller Data in connection with any time-sharing, service bureau, software as a service, cloud service, or data processing service arrangements. (m) Client shall not, and shall not permit any other Person to, gain (or attempt to gain) any access to the Prepared Platform, or bypass or breach any security device or protection used for the Caller Platform Extension or the Prepared Platform or the Caller Data, in order to gain access to data or information or functionalities or features of the Caller Platform Extension or the Prepared Platform or any Caller Data, that Client and its Authorized Users shall not have access to through normal access or use of the Service from the Call-Taker Console, or the applicable Prepared Platform Extension if the Client has subscribed to the applicable Service, as part of the Prepared Platform. (n) Client shall not, and shall not permit any other Person to, access or use or store any Caller Data except as authorized in this Agreement. Client shall not, and shall ensure that its Users shall not, download, store, or transfer, any Caller Data from the Prepared Platform or any Cloud Servers, except as authorized in this Agreement.

6.4. Use of APIs. Client shall use only the APIs provided by Invictus for automated submission of Client Data to the Prepared Platform.

6.5. Limited Client License. Client hereby grants to Invictus and its subcontractors and their respective successors and assigns, a royalty-free, fully-paid, non-exclusive, perpetual, irrevocable, fully sublicensable and transferable worldwide right and license to use, host, store, view, perform, copy, reproduce, modify and create derivative works of any Client Data submitted or otherwise made



available by Client solely for purposes of (i) providing and performing the Service and otherwise performing this Agreement, including storing any such Client Data as provided in this Agreement, (ii) monitoring compliance of this Agreement by Client and its Authorized Users, and (iii) researching, developing, and improving the Service and the Caller Platform Extension and the Prepared Platform and other products and services of Invictus and its affiliates. The Invictus Privacy Policy available at <https://www.prepared911.com/privacy-policy> describes how Invictus will handle any personal information included in the Client Data.

7. Certain Client Obligations and Responsibilities.

7.1. No Export. Client shall not export or authorize or allow the export of the Prepared Platform. Client shall not engage in any transaction that gives reason to suspect that the Prepared Platform will be exported or diverted in violation of any applicable laws (including without limitation based upon such factors as suspect customers, abnormal transaction circumstances, or other “red flag” indicators).

7.2. Technical Requirements. Client and its Authorized Users are responsible for procuring necessary hardware, software, communications facilities and Internet connection, together with the requisite licenses, to satisfy the technical requirements for Client to access and operate the Prepared Platform from the Client Systems (the “**Technical Requirements**”).

7.3. Corrective Action and Notice. If Client becomes aware of any actual or threatened activity outside the Permitted Uses or that are prohibited by **Sections 6.3 or 6.4** hereof, Client shall, and shall cause its Authorized Users to, immediately: (i) take all reasonable and lawful measures within its control that are necessary to stop the activity or threatened activity and to mitigate its effects; and (ii) notify Invictus of any such actual or threatened activity.

7.4. Errors. Client shall use commercially reasonable efforts to promptly notify Invictus of any errors or defects in the Service or the Caller Platform Extension or the Prepared Platform of which Client becomes aware.

8. Data.

8.1. Backups. The Service does not replace the need for Client to maintain regular data backups or redundant data archives of Client Data and Caller Data. Invictus HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, DESTRUCTION, DAMAGE, OR CORRUPTION OF ANY CLIENT DATA OR ANY CALLER DATA.

8.2. Storage and Use of Client Data. Client agrees that Client Data may be uploaded and copied to and stored on the Prepared Platform, including on any Cloud Servers, only in connection with Invictus' performance of the Service. Invictus may, subject to the provisions of **Section 9** below, copy and store the Client Data, or copies thereof, in backup storage systems that are part of the Prepared Technology Platform during the term of this Agreement and following the expiration or termination of this Agreement. Invictus shall have no obligation to store Client Data or Caller Data after the expiration or earlier termination of this Agreement. Invictus may use, copy and reproduce the Client Data to process the Client Data in order to provide the Service.

9. Security.

9.1. Security by Invictus. Invictus will take reasonable precautions to protect the security of the Prepared Platform from unauthorized access, use misuse or deactivation by an unauthorized Third Party of the Service and any unauthorized access to or use any Client Data delivered to Invictus, provided that Invictus shall not be responsible for any such unauthorized access, use misuse or deactivation as a result of any action or inaction of any Third Party hosting provider with respect to any Cloud Servers on which any Client Data are stored and that Invictus may disclose any Client Data if compelled by a court. Invictus will take reasonable measures to prevent such access or use of Client Data by the employees and contractors of Invictus except (i) to provide the Service and the technical support hereof, and to prevent or address Service or technical errors or problems, (ii) determine whether any file containing Client Data is or contains Defective Client Data, (iii) as compelled by law or a court, or (iv) as otherwise expressly permitted in this Agreement or by Client in writing.

9.2. Security by Client. Client shall maintain reasonable security measures to safeguard the Prepared Platform and Caller Data from unauthorized access or use or misuse or deactivation by any other Person, including by using only secure connections and secure Client Systems and maintaining the confidentiality of Access Credentials and not allowing any other Person, other than Client's Authorized Users, to use any Access Credentials (whether on Client's behalf or otherwise). Client shall notify Invictus promptly upon becoming aware of any unauthorized disclosure, access to, use, or misuse of any Access Credentials. Client shall employ all reasonable physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (i) securely administer the distribution to and use by its Authorized Users of all Access Credentials and (ii) protect against any unauthorized access to or use or misuse of the Prepared Platform or any Caller Data.

9.3. Client Control and Responsibility. Client retains sole responsibility for (i) the Client Systems, (ii) the security and use of Client's and its Authorized Users' Access Credentials, and (iii) all access of the Prepared Platform and Caller Data, directly or indirectly, by or through its Authorized Users' Access Credentials, with or without Client's knowledge or consent. Client shall ensure that its Authorized Users protect their Access Credentials and not make them available to any other Person.

10. Branding and Communications; Marketing.

10.1. Invictus Marks. Client is not granted any right to, and shall not, use, directly or indirectly, in whole or in part, any Invictus Marks, except as may be specifically authorized by Invictus in writing prior to such use. Client shall not, without the prior written consent of Invictus, use or attempt to register any logo, mark or name that is likely to be similar to or confused with any Invictus Mark. All goodwill resulting from the use of the Invictus Marks will inure solely to Invictus.

10.2. Reference Customer. Upon request by Invictus, Client may act as a reference customer of Invictus with respect to the Service, including by responding to reasonable inquiries from prospective customers of Invictus, provided that (i) acting as a reference customer shall not result in any unreasonable disruption to Client's business and operations, and (ii) Client shall not incur any expenses in connection with acting as a reference customer for Invictus. Invictus shall not compensate Client for acting as a reference customer for Invictus.



10.3. Press Release. At the request of Invictus, the parties shall issue a joint media release announcing the transaction set forth in this Agreement without disclosing the financial terms set forth in this Agreement within sixty (60) days following such request.

10.4. Other Publicity. Intentionally omitted.

10.5. Statements to Third Parties. Client shall make or give no representations, warranties or undertakings, whether orally, electronically or in writing, with respect to, the Service or Invictus or the Caller Platform Extension or the Prepared Platform or any part thereof to any Third Party, except as expressly authorized in writing by Invictus.

10.6. Dissemination of Promotional or Educational Information. All informational, educational, instructional, safety, practice, and promotional materials, documents, literature, forms, or instructions to be used, distributed, disseminated or published by Client, whether in written or electronic form and whether to any User or any Third Party, including without limitation any employee or staff of Client, or any Responders that relate to the Service or the Prepared Platform or the Caller Platform Extension or Invictus shall be subject to review and written approval by Invictus prior to any such publication, dissemination or distribution, provided that any such use shall in no event extend beyond the Term.

11. Intellectual Property Rights.

11.1. Invictus IP. (a) Invictus is the distributor of the Service and the licensor of the Prepared Platform and the Caller Platform Extensions. Any and all right, title and interest in and to Caller Platform Extensions and the Prepared Platform and all Caller Data, including all Intellectual Property Rights in any of the foregoing, are and shall remain with Invictus and its licensors, if any, including all applicable rights to: (i) copyrights, including all rights incident to copyright ownership, such as all rights of publication, registration, copying and rights to create derivative works; (ii) utility and design patents and patent applications; and (iii) trade secrets. (b) Nothing in this Agreement grants, or shall be construed as granting, to Client any ownership rights or Intellectual Property Rights in or to any Caller Platform Extension or the Prepared Platform, or any part thereof, or any Caller Data to Client, whether by assignment, contract or otherwise, including without limitation to any trade secret, or to any invention, copyright, patent application or patent or any other Intellectual Property Right that has been created or developed or that has issued or that may issue or may be created or developed during the Term. Client has no right, license or authorization with respect to any Caller Platform Extension or the Prepared Platform or any Caller Data, except as expressly set forth in **Section 6.1** above, in each case subject to **Sections 6.1, 6.3 and 6.4 and 9.2** above. Access to and use of the Prepared Platform and Caller Data does not in any way grant Client or any User or other Person any Intellectual Property Rights to, or any license or right to use, the Prepared Platform or any Caller Data for any purpose, except for the limited license granted in **Section 6.1** above, in each case subject to **Sections 6.1, 6.3, 6.4 and 9.2** above. All other rights in and to the Prepared Platform and Caller Data, are expressly reserved by Invictus and its licensors.

11.2. Value in Invictus IP. Client acknowledges and agrees that the Caller Platform Extension, including all of its software, features, functionalities, graphics, designs and graphical user interface, and the Prepared Platform are commercially valuable assets of Invictus, the development of which required the investment of substantial time, effort and cost by Invictus. Client

further acknowledges and agrees that the Caller Platform Extension, including all of its software, features, functionalities, graphics, designs and graphical user interface, and the Prepared Platform are protected by the Intellectual Property Rights held by Invictus and its licensors.

11.3. Feedback. Client or any of its Authorized Users may provide suggestions, ideas, inventions, innovations, improvements, enhancements, feedback, recommendations or other information to Invictus with respect to the Service or the Caller Platform Extension or the Prepared Platform in whatever form, whether or not patentable or copyrightable or made or conceived solely or jointly with others (collectively, "**Feedback**"). Invictus may use Feedback for any purpose without obligation of any kind, and Client acknowledges and agrees, also on behalf of each Authorized User, that such Feedback, and all Intellectual Property Rights with respect thereto, shall become the sole property of Invictus, and Client, also on behalf of each Authorized User, hereby transfers and assigns exclusively to Invictus all right, title and interest in and to the Feedback and any and all related Intellectual Property Rights in the United States of America and all other countries and jurisdictions and appoints any officer of Invictus as his, her or its duly authorized agent to execute, file, prosecute and protect the same before any patent or copyright office or government or government agency. Upon request of Invictus, and without further compensation, Client shall, and shall cause its Authorized Users to, execute such further assignments, documents and other instruments as may be necessary or desirable to fully, exclusively and completely assign all Feedback to Invictus worldwide and to assist Invictus in applying for, obtaining and enforcing patents, copyrights, or other Intellectual Property Rights in any jurisdiction with respect to any Feedback. Client agrees that the obligations and undertakings stated in this **Section 11.3** shall continue beyond the termination of this Agreement. Client shall, and shall cause its Authorized Users to, keep such Feedback confidential and to disclose it only to Invictus.

12. Confidentiality. Invictus shall maintain the confidentiality of all Client Data provided by Client except as necessary for Invictus to perform and improve the Service or its obligations under this Agreement or except as provided by applicable law or regulation or order of a court or government authority.

13. Term and Termination.

13.1. Initial Term and Launch. This Agreement shall become effective upon the Effective Date and, unless terminated earlier pursuant to any of this Agreement's express provisions, this Agreement will remain in full force and effect until the end of the Initial Subscription Period as set forth in the Order ("**Term**").

13.2. Renewal. After the Initial Subscription Period, the Term of this Agreement may renew for four successive twelve (12) month periods, upon Client giving written notice to Invictus of its intention to renew this Agreement prior to the end of the then current term (each, such 12-month renewal period, a "**Renewal Term**").

13.3. Termination. In addition to any other express termination right set forth elsewhere in this Agreement: (a) Invictus may terminate this Agreement, effective on written notice to Client, if (i) Client fails to pay any amount, if any, when due under this Agreement and such failure continues more than 15 days after Invictus' delivery of written notice thereof or (ii) Client breaches any of its obligations under **Sections 2.2, 6.3, 6.4, 9.2, or 11**, above. (b) either party may terminate this Agreement, effective on



written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach. (c) Invictus may terminate this Agreement, effective on written notice to Client, if Invictus reasonably believes that any applicable law or regulation, or any ruling, order, decision or action of a governmental agency or court, including as may be amended or enacted or applied during the Term, prohibits or prevents Invictus from providing the Service or from complying with this Agreement, or the provision or performance by Invictus of the Service or any Caller Data becomes significantly more difficult or expensive, or impossible without violating, or without incurring criminal penalties or civil or administrative liability under, the applicable law or regulation; (d) If the Order permits Client to terminate the Service early, Client may unilaterally terminate this Agreement by giving written notice to Invictus of such termination, in which case no further payments shall be due to Invictus and this Agreement shall terminate upon expiration of the applicable notice period set forth in the Order.

13.4. Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement and in addition to the other provisions of this Agreement applicable to its expiration or termination: (a) all rights, licenses, consents and authorizations granted by Invictus to Client hereunder will immediately terminate and Invictus will cease providing the Service or making the Caller Data available effective immediately upon such expiration or termination, regardless of the cause of any such termination or expiration; (b) such expiration or termination for any cause will not release any party hereto from any liability which at the time of expiration or termination has already accrued to the other party or which thereafter may accrue in respect of any act or omission prior to the expiration or termination, nor shall such expiration or termination affect in any way the survival of any right, duty or obligation of either party hereto which is expressly stated elsewhere in this Agreement to survive such expiration or termination; and (c) such termination or expiration shall not affect any other remedy that a party may have at law or in equity.

13.5. Surviving Terms. The provisions in the following sections hereof and any other right or obligation of the parties in this Agreement that, by the nature of such provision, should survive termination or expiration of this Agreement will survive any expiration or termination of this Agreement, subject to any time limitations, if any, in such provisions: **Sections 1, 6.1(b), 6.3, 6.5, 7.1, 9.1, 9.2, 11, 12, 13.4, 13.5, 14, 15, 16, and 17** hereof.

14. Representations and Warranties; Disclaimers.

14.1. Mutual Representations and Warranties. Each party represents and warrants to the other party that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (ii) the execution of this Agreement by its representative(s) has been duly authorized by all necessary corporate or organizational action of such party; and (iii) such party will not deliver or make available Harmful Code to the other party, including as part of any files or data or content delivered to the other party.

14.2. Additional Client Representation, Warranty and Covenant. Client represents and warrants that (a) Client has and will have the necessary rights, permissions, licenses and consents in and relating to the Client Data as provided in this Agreement and to

grant the license as set forth in **Section 6.5** above, and (b) Client also represents and warrants that Client has and will have the necessary authority, consent, and compliance to use the Service and the Prepared Platform for emergency response or public safety purposes, and that Client will abide by all applicable laws, regulations, and ethical standards in relation to such use.

14.3. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN **SECTION 14.1** ABOVE, THE SERVICE AND THE CALLER PLATFORM EXTENSION AND THE PREPARED PLATFORM ARE PROVIDED, OPERATED AND MADE AVAILABLE "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND, TO THE FULLEST EXTENT PERMITTED BY LAW, INVICTUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND INVICTUS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND INDUSTRY CERTIFICATIONS, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, INVICTUS MAKES NO WARRANTY OF ANY KIND THAT THE SERVICE OR THE CALLER PLATFORM EXTENSION OR THE PREPARED PLATFORM, INCLUDING WITHOUT LIMITATION ANY PREPARED PLATFORM EXTENSIONS, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, OR BE SECURE, ERROR-FREE, ACCURATE, CURRENT, OR COMPLETE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, INVICTUS SHALL HAVE NO OBLIGATION TO CORRECT, AND HEREBY DISCLAIMS ALL LIABILITY WITH RESPECT TO, ANY KNOWN ERRORS OR DEFICIENCIES OR "BUGS" OF THE CALLER PLATFORM EXTENSION AND THE PREPARED PLATFORM, INCLUDING AS MAY BE DISCLOSED TO CLIENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ALL THIRD PARTY SERVICES, THIRD PARTY APPLICATIONS, INCLUDING AS USED IN PROVIDING THE SERVICE, ARE USED OR PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND. INVICTUS DISCLAIMS ALL LIABILITY FOR ANY HARM OR DAMAGES OR LOSSES CAUSED BY ANY THIRD PARTY SERVICE OR THIRD PARTY APPLICATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY INVICTUS OR ITS REPRESENTATIVES SHALL CREATE ANY OTHER WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF INVICTUS' OBLIGATIONS OR LIABILITY UNDER OR WITH RESPECT TO THIS AGREEMENT. IN ADDITION TO THE FOREGOING TO THE EXTENT CLIENT RECEIVES HARDWARE OR OTHER EQUIPMENT FROM INVICTUS AS PART OF THE SERVICE, INVICTUS DISCLAIMS ALL RESPONSIBILITY FOR THE OPERATION, MAINTENANCE, COMPLIANCE, SERVICING, AND DISPOSITION OF THE EQUIPMENT. INVICTUS PROVIDES ALL EQUIPMENT "AS IS" AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PERFORMANCE OR RELIABILITY OF THE EQUIPMENT.

14.4. No Warranties, Representations or Covenants to Others. Invictus' warranties and representations, covenants and obligations under this Agreement are to Client only and not to any other Person. This Agreement shall not create any obligation or liability by Invictus whatsoever to any Person other than to Client. There are no third-party beneficiaries, intended or otherwise, with



respect to this Agreement or any of the obligations of Invictus under or with respect to this Agreement.

15. Limitations of Liability; Additional Disclaimers.

15.1. Limitation of Liability. (a) NEITHER INVICTUS NOR ANY OF ITS AFFILIATES, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS SHALL HAVE LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, ENHANCED, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR STATUTORY DAMAGES, OR ANY MULTIPLES OF DIRECT DAMAGES, UNDER ANY LEGAL THEORY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, NEGLIGENCE, OR WARRANTY, WITH RESPECT TO OBLIGATIONS UNDER THIS AGREEMENT OR THE SUBJECT MATTER OF THIS AGREEMENT OR OTHERWISE. (b) THE EXCLUSIONS OF A PERSON'S LIABILITY SET FORTH IN THIS **SECTION 15.1** ABOVE APPLY REGARDLESS OF WHETHER SUCH PERSON WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. (c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF INVICTUS, ITS AFFILIATES, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUPPLIERS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STATUTE, OR OTHERWISE, TO CLIENT OR ANY USER OR ANY OTHER PERSON EXCEED THE GREATER OF \$1,000 AND THE TOTAL OF THE AMOUNTS PAID TO INVICTUS UNDER THIS AGREEMENT IN THE TWENTY-FOUR MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY OF, OR CLAIMS AGAINST, INVICTUS, ITS AFFILIATES, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS. THE FOREGOING LIMITATIONS APPLY EVEN IF THE CLIENT'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. (d) The parties acknowledge that each of them relied upon the inclusion of the limitations and exclusions set forth in this **Section 15** in consideration of entering into this Agreement.

15.2. Certain Limitations Regarding the Service. Client acknowledges and agrees that the Service, the Prepared Platform and the Caller Platform Extension are not intended or designed to, and may not, prevent or stop any impending threat or incident or improve Client's response to any such threat or incident. Client acknowledges and agrees that the Service, the Prepared Platform and the Caller Platform Extension (i) may not reduce the response time by any Responders to any impending threat or incident or (ii) result in a more effective response to any such impending threat or such incident or (iii) cause any Responder to respond to any such impending threat or such incident. Client acknowledges and agrees that the Service does not replace best practices by Client in communicating or managing an impending or on-going threat or incident. Client shall ensure that each Authorized User is properly trained and prepared to respond to an impending threat or any incident. Invictus shall have no liability if a Caller triggers a notification or report of an impending threat or an incident through use of a Caller Platform Extension even though there is no such threat or incident. Client further acknowledges and agrees that any transcriptions, translations, synthesis and interpretation of raw Caller Data or inputs and commands provided by Authorized Users may contain errors and deficiencies, and Client is

responsible for independently verifying the accuracy of all such Caller Data, Authorized User inputs and commands, as well as any transcriptions, translations, syntheses, interpretations, analyses, or quality assurances. Client acknowledges and agrees that the Service may involve the use of advanced technologies such as artificial intelligence and large language models that may not be error-free, accurate, complete, or reliable, and that Invictus does not guarantee or warrant the quality, performance, or results of the Service or any Caller Data. Client further acknowledges and agrees that the Service may be subject to errors, limitations, delays, and other problems inherent in the use of the Internet, cellular networks, land mobile radio systems, artificial intelligence, large language, models, and electronic or voice communications, and that Invictus is not responsible for any errors, delays, delivery failures, or other damage or loss resulting from such problems or the transfer of data over communications networks and facilities, including the Internet.

INVICTUS ASSUMES NO LIABILITY, WARRANTY, OR RESPONSIBILITY WHATSOEVER TO CLIENT, ANY USER OR ANY OTHER PERSON WITH RESPECT TO (i) ANY OF THE FAILURES, UNAVAILABILITY, DEFICIENCIES, INACTIONS OR ACTIONS OF THE SERVICE OR THE PREPARED PLATFORM OR THE CALLER PLATFORM EXTENSION, OR (ii) ANY CONCLUSIONS, INTERPRETATION, DECISIONS OR ACTIONS BASED ON THE USE OF THE SERVICE OR THE CALLER PLATFORM EXTENSION OR ANY CALLER DATA BY CLIENT OR BY ANY OTHER PERSON, INCLUDING IN CONNECTION WITH ANY IMPENDING OR PERCEIVED THREAT OR ANY INCIDENT.

15.3. Implementation. Client acknowledges and agrees that the Service will not be available during the implementation period as provided in **Section 2.1**. INVICTUS SHALL HAVE NO LIABILITY, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STATUTE, OR OTHERWISE TO CLIENT OR ANY USER OR ANY OTHER PERSON WITH RESPECT TO THE UNAVAILABILITY OR FAILURE OF THE SERVICE OR THE CALLER PLATFORM EXTENSIONS OR THE PREPARED PLATFORM DURING SUCH IMPLEMENTATION PERIOD.

15.4. Third Party Applications; Third Party Services. The Service uses the services of Third Parties ("**Third Party Services**"), and the Prepared Platform contains Third Party Applications and utilizes Cloud Servers. Invictus does not control such Third Party Services and Third Party Applications and such Cloud Servers. Invictus shall not be responsible or liable to Client or any Authorized User or other User or any other Person for the failure, non-performances or unavailability, faulty service or errors of any such Third Party Services or Third Party Applications or Cloud Servers. Invictus makes no warranties with respect to any Third Party Services or Third Party Applications or any Cloud Servers, their performance, availability or accuracy.

15.5. Internet Delays; Cloud Server Provider. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC OR CELLULAR COMMUNICATIONS. INVICTUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE OR LOSS RESULTING FROM SUCH PROBLEMS OR THE TRANSFER OF DATA OVER COMMUNICATIONS NETWORKS AND FACILITIES, INCLUDING THE INTERNET. INVICTUS DISCLAIMS ALL LIABILITY FOR ANY HARM OR DAMAGES OR LOSSES



CAUSED BY ANY THIRD PARTY PROVIDER OF ANY CLOUD SERVER.

15.6. No Screening of Data. Client is solely responsible for the accuracy, completeness and truthfulness of any data or information that is submitted or provided to Invictus by its Authorized Users and for ensuring that Client has the necessary rights to submit such Client Data for use by Invictus as provided in this Agreement. Invictus will not, and shall have no obligation to, screen or filter any Caller Data. Client acknowledges and agrees that a Caller may not transmit any Caller Data despite requested to do so and any Caller Data transmitted by Caller may contain inaccurate or false Caller Data and may contain offensive or disturbing Caller Data. Client acknowledges that Invictus has no control over the Caller Data transmitted by a Caller and made available to Client's Authorized Users from the Prepared Platform. INVICTUS DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT TO ANY AND ALL CALLER DATA.

16. Governing Law; Jurisdiction.

16.1. Law Governing Agreement. This Agreement and its formation, validity, interpretation, construction, performance, termination, and enforcement shall be governed by the internal laws of the State in which the Client is domiciled without giving effect to choice-of-law rules that may direct or permit the application of the laws of another jurisdiction.

16.2. Exclusive Jurisdiction. Each party stipulates and agrees that any dispute or proceeding arising under or related to this Agreement or the transactions or rights and restrictions set forth herein shall be subject to the exclusive jurisdiction of the state courts located in the State in which the Client has its domicile or the U.S. District Court for the District in which the Client has its domicile to the extent such U.S. District Court has independent subject matter jurisdiction without reference to this provision, and the respective court of appeals. Each party submits and consents to the exclusive jurisdiction and proper venue of such courts.

16.3. Waiver of Right to Trial by Jury. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES (ALSO ON BEHALF OF ITS AFFILIATES), AND EACH PARTY SHALL CAUSE ITS AFFILIATES TO WAIVE, ANY AND ALL RIGHTS ANY OF THEM MAY HAVE, NOW OR IN THE FUTURE, TO HAVE ANY CONTROVERSY OR CLAIM BETWEEN OR AMONG THEM, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT OR RELATED THERETO, INCLUDING WITHOUT LIMITATION ANY CLAIM BASED ON OR ARISING FROM AN ALLEGED TORT OR STATUTORY VIOLATION, BE HEARD OR DECIDED BY A JURY IN A TRIAL.

17. Miscellaneous.

17.1. No Authority. No party shall have any authority to assume, incur or create any liability or obligation on behalf of or in the name of the other party or to contract for or bind the other party in any way.

17.2. Independent Contractors. The relationship between the parties is that of independent contractors. Each party shall act as an independent contractor and not as a partner, joint venturer or agent of the other party. This Agreement shall not establish or be construed as establishing an agency, joint venture, or employer/employee relationship between Client and Invictus or that of a partnership

17.3. Entire Agreement; Modifications. This Agreement, together with the Order and any Appendices and Exhibits thereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof and shall supersede and merge all prior and contemporaneous communications, agreements, understandings, undertakings and obligations with respect to the subject matter hereof, whether oral or written, unless the parties have entered into a separate definitive written agreement with respect to the subject matter hereof which has been signed by the authorized representative(s) of each party. No modification of this Agreement, or any Appendix hereto, shall be binding on either party unless it is in writing and signed by both parties. The Parties may agree to modify any Order to include additional free or paid services at any time so long as it is done through a writing signed by both parties. In the event of any conflict or inconsistency between the Order and these Standard Terms or any Appendix or Exhibit to the Order to these Standard Terms shall prevail. In the event of any conflict or inconsistency between the Special Terms, if any, attached to the Order and these Standard Terms, the terms and conditions of such Special Terms shall prevail. Notwithstanding the foregoing, the Agreement does not supersede or replace the any confidentiality or non-disclosure agreement between the parties, which shall remain in effect.

17.4. Notice. All notices required to be given under this Agreement shall be in writing and shall be effective when received or, if delivery is not accomplished by reason of some fault of the addressee, when tendered, and shall only be transmitted by (i) personal delivery, (ii) registered or certified mail, return receipt requested and postage prepaid, (iii) courier or delivery service, or (iv) e-mail, by a party to the other party at the other party's address as set forth in the Order, or to such other addresses as a party may from time to time notify the other party of in accordance with this Section, unless otherwise expressly provided in this Agreement.

17.5. Waiver. Any term or provision of this Agreement may be waived at any time by the party entitled to the benefit thereof in a writing executed by such party. No waiver by either party of any breach of, or of compliance with, any term or provision of this Agreement by the other party shall be considered a waiver of any other term or provision or of the same term or provision at another time.

17.6. Assignment. Client shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, whether voluntarily, involuntarily, or by operation of law, whether in whole or in part, to any Third Party. Any purported or attempted assignment, delegation or transfer in violation of this **Subsection 17.6** is void. Invictus may assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, whether in whole or in part, to any other Person.

17.7. Interpretation. For purposes of this Agreement: (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; and (ii) the word "or" is not exclusive. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing such drafting. Each party hereto acknowledges and agrees that it and/or its counsel reviewed and negotiated the terms and provisions of this Agreement and has contributed to its revision.



All captions, titles or section headings of this Agreement are for ease of reference only, shall not affect the interpretation or construction of any provisions of this Agreement, and shall not be deemed part of this Agreement. Any references requiring the consent or approval of a party shall require such consent in writing and signed by an authorized representative of such party. Unless the context otherwise requires, references in this Agreement to a statute means such statute as amended from time to time and includes any regulations promulgated thereunder. The rule of contract construction known as *ejusdem generis* as well as the rule of contract construction known as *contra proferentem* shall not apply to the construction or interpretation of this Agreement.

17.8. 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, shall confer upon any other Person any right, benefit or remedy under or by reason of this Agreement.

17.9. Responsibility for Authorized Users. Client shall be responsible for the compliance by its Authorized Users with the terms and conditions of this Agreement, and a noncompliance by an Authorized User with such terms and conditions will be deemed a breach by Client of this Agreement.

17.10. Successors. This Agreement and the obligations hereunder shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

17.11. Partial Invalidity. If any provision of this Agreement or the application thereof to any party or circumstances shall be declared void, illegal or unenforceable by a competent court of law, the remainder of this Agreement shall be valid and enforceable to the extent permitted by the governing law set forth under **Section 16.1** above. Such declaration shall not invalidate any other provision hereof, and this Agreement shall continue in full force and effect. The invalid provision shall be replaced by an

appropriate provision, which to the extent permitted by such governing law comes closest to the parties' intent of what the parties would have agreed on, had they been aware of the invalidity or unenforceability, in order to meet the spirit and purpose of this Agreement.

17.12. Equitable Relief. Each party agrees that a breach or threatened breach by such party of any of its obligations under this Agreement would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, constructive trust, and any other relief that may be available from any court, without a requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

17.13. Force Majeure. No default, delay or failure to perform on the part of Invictus shall be considered a breach of this Agreement to the extent due entirely or proximately to a Force Majeure Event.

17.14. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of the original signed copy in hardcopy.

17.15. Changes to Standard Terms. Invictus reserves the right to change these Standard Terms at any time by giving Client written notice of changed terms. Any changes made to these Standard Terms will apply to the Agreement between Invictus and Client for any Order received by Invictus from Client after the changes are made.

[End of Standard Terms and Conditions for the Prepared™ Communications Service]

City of Dubuque
Parks and Rec Department
2200 Bunker Hill Road
(address)
Dubuque, IA 52001
Phone # 563-589-4264

**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 **FEH Design**

(Vendor Name)

951 Main Street, Dubuque, IA 52001

(Vendor Address - City and State)

PROJECT TITLE: Five Flags Civic Center Fire Escape Inspection

(Project)

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

VENDOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:
inspection of the exterior fire escape

The work described above shall be completed at the following location(s):
Five Flags Civic Center

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa

and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following **WHERE APPLICABLE**:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal;**
- **Plans and Specifications;**
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A);** and
- **INSURANCE – Please include one applicable Insurance Schedule:**
 - **Insurance Schedule F for General Artisan or Trade Contractors or Subcontractors (Exhibit B)**
 - **Insurance Schedule G for Vendors (Exhibit C)**
 - **Insurance Schedule J for Professional Services (Exhibit D)**

Check Appropriate Box

☐ Insurance Schedule F – General Artisan or Trade Contractors or Subcontractors

☐ Insurance Schedule G – Vendors

☒ Insurance Schedule J – Professional Services

- Other:
-

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
1-15-26 (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 \$ 2,100.00

CITY OF DUBUQUE, IOWA

VENDOR:

By: Michael Van Milligen 12/11/2025
Michael C. Van Milligen
City Manager
Date

FEH Design
Company Name
By: Bryan Blair 12/16/2025
Signature Date
Bryan Blair
Printed Name
Structural Engineer, Principal
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.
2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.
3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.
4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.
5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.
6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.
7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.
8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.
9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.
11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.
12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.
14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT D

INSURANCE SCHEDULE J

1. FEH Design 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 Five Flags or construction of _____.
Civic Center
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 insurance 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)

2025-10-31

RE: Proposal for services – 405 Main Street, Dubuque, IA (Five Flags Center)

Thank you for the opportunity to submit this proposal.

Project

This proposal includes services for fire escape inspection and reporting to the city through the online portal.

Project Description, Scope & Fee

1. Fire Escape Inspection
 - a. Site visit to observe existing conditions (scheduled date TBD).
 - b. Assessment report, digital copy
 - i. Physical copy upon request
 - c. Online reporting to the city fire marshal
2. COMPENSATION

Site observation and assessment report \$ 2,100.00

(The value above is determined by the fire escape inspection rate sheet, attached)
3. Additional services
 - a. At owner approval, additional services may be provided per the hourly rate sheet (attached).
 - b. Follow-up site visit after repairs/code required changes for documentation, if required.
 - i. Reporting of any repairs noted in the original report will be required by the city fire marshal to qualify the escape as compliant.
4. CLIENT/OWNER PROVIDED INFORMATION / SERVICES
 - a. Access to all building areas.

5. EXCLUDED:

- Load testing or material testing of structure.
- Deflection or crack monitoring.

Deliverables

FEH DESIGN will provide electronic .pdf version of inspection report. Report will be sent within 10 business days of the initial scheduled inspection.

Online reporting to the city fire marshal will be sent following owner review of the inspection report.

If this proposal is found to be acceptable, please return a signed and dated copy of this document.

XXXXXX Date
XXXXXX
Michael C. Van Milligen
City Manager

Bryan A. Blair
Bryan J. Blair, PE, LEED AP, Principal
FEH DESIGN



FEH DESIGN

$$\{f_1\} \cup \{f_2\} = \{f_1 + f_2\},$$

$$\{f_1\} \cap \{f_2\} = \{f_1 - f_2\}.$$
$$1) \frac{1}{2}, 2) \frac{1}{3}, 3) \frac{1}{4}, 4) \frac{1}{5}$$

**FEH DESIGN****FIRE ESCAPE INSPECTION RATES**

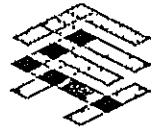
SINGLE FIRE ESCAPE (UP TO 2 STORIES)	\$650.00
FOR EACH ADDITIONAL STORY OVER BASE RATE	\$150.00
REINSPECTION FEES TO DOCUMENT REQUIRED REPAIRS	Hourly, per rate schedule

Fire escape inspection services include the following:

- Initial observation of the escape structure.
- Review of required repairs at the time of observation.
- Written notification letter, city escape checklist, and photo appendix of observations.
- All information will be filed electronically with through the Compliance Engine for city records.

Additional services:

- Reinspection of escapes after repairs are completed are required for city compliance.
-



FEH DESIGN

RATE SCHEDULE

Effective 4/1/25

<u>POSITION</u>	<u>Rates</u>
Graphic Designer	85.00
Graphic Designer 2	100.00
Cadd Technician	85.00
Cadd Technician 2	95.00
Senior Cadd Technician	110.00
Design Intern	85.00
Interior Designer 1	95.00
Interior Designer 2	105.00
Interior Designer 3	120.00
Interior Design Principal	130.00
Intern Architect Designer 1	90.00
Intern Architect Designer 2	95.00
Intern Architect Designer 3	100.00
Project Architect 1	110.00
Project Architect 2	120.00
Project Architect 3	130.00
Library Planner	120.00
Structural Intern	85.00
Structural Designer 1	95.00
Structural Designer 2	105.00
Structural Engineer 1	125.00
Structural Engineer 2	145.00
Structural Engineer 3	160.00
Project Manager 1	135.00
Project Manager 2	145.00
Project Manager 3	155.00
Principal 1	150.00
Principal 2	170.00
Principal 3	185.00
Senior Principal	220.00
Administrative	100.00
Business Development Mgr	110.00
Education Facility Planner	200.00

Reimbursable Expenses billed at Cost plus 10%

Mileage

At IRS Rate



City of Dubuque
46 _____ Department
950 Elm Street
(address)
Dubuque, IA 52001
Phone # 563-690-6463

**CITY OF DUBUQUE, IOWA
SHORT FORM
VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

(Vendor) at Racom Corporation

(Vendor Name)

3190 Cedar Cross Court, Dubuque, IA 52003

(Vendor Address - City and State)

PROJECT TITLE: 5th Street Ramp Camera Replacement

(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:

Camera replacement in 5th Street Parking Ramp

The work described above shall be completed at the following location(s):

5th Street Parking Ramp Camera replacement

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa

and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following **WHERE APPLICABLE**:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal;**
- **Plans and Specifications;**
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A);** and
- **INSURANCE – Please include one applicable Insurance Schedule:**
 - **Insurance Schedule F for General Artisan or Trade Contractors or Subcontractors (Exhibit B)**
 - **Insurance Schedule G for Vendors (Exhibit C)**
 - **Insurance Schedule J for Professional Services (Exhibit D)**

Check Appropriate Box

☐ Insurance Schedule F – General Artisan or Trade Contractors or Subcontractors

☒ Insurance Schedule G – Vendors

☐ Insurance Schedule J – Professional Services

- Other:

-
3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.
4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.
5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.
6. The Vendor shall fully complete the Project under this Contract on or before
6/30/2026 (date)

7. Indemnification; Liability for City Damage

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
 - B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
- 8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule as indicated above and attached hereto.
 - 9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.
 - 10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.
 - 11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.
 - 12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

THE CITY AGREES:

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT \$ 38,165.53

CITY OF DUBUQUE, IOWA

By: Michael Van Milligen 12/22/26
Michael C. Van Milligen
City Manager
Date

VENDOR:

RACOM Corporation
Company Name
By: Camden Kickbush 12/18/2025
Signature
Date
Camden Kickbush
Printed Name
Finance Manager
Title

EXHIBIT A

TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.
2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.
3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.
4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.
5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.
6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.
7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.
8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.
9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.
11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.
12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.
13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.
14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

INSURANCE SCHEDULE F

Class A:

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

Class B:

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

Class C:

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

INSURANCE SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget or Designee. The certificate must clearly indicate the project number, project name, or project description for which it is being provided Eg: Project # _____ Project name: _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate required shall be furnished to the _____ Department of the City of Dubuque.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
- 9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

All Class A contractors with contract values in excess of \$10,000,000 must have umbrella/excess liability coverage of \$10,000,000.

All Class A and Class B contractors with contract values between \$500,000 and \$10,000,000 must have umbrella/excess liability coverage of \$3,000,000.

All Class A and B contractors with contract values less than \$500,000 must have umbrella/excess liability coverage of \$1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of \$3,000,000 umbrella regardless of the contract value.

E) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.
- 7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ☐ Yes ☐ No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

\$_____ each occurrence (per limits required by Railroad)

\$_____ policy aggregate (per limits required by Railroad)

AND

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

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

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

SPECIMEN

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

EXHIBIT C

INSURANCE SCHEDULE G

1. Vendor shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the contract commencement. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Vendor Service Agreement dated _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The service provider must identify or list in writing all deviations and exclusions from the ISO form.
8. If vendor's limits of liability are higher than the required minimum limits then the vendor's limits shall be this agreement's required limits.
9. Vendor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Vendor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Vendor.
10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.
11. All certificates of insurance must include agents name, phone number, and email address.
12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE G (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
- 6) Policy shall include Waiver of Right to Recover from Others endorsement.
- 7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Vendor is not required to purchase Workers' Compensation Insurance, the Vendor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

INSURANCE SCHEDULE G (continued)

C) POLLUTION LIABILITY

Coverage required: ☐ Yes ☐ No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution product and completed operations coverage shall also be covered.

Each Occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37(completed operations).
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.

D) PROFESSIONAL LIABILITY \$1,000,000

Coverage required: ☐ Yes ☐ No

If the required policy provides claims-made coverage:

- 1) The Retroactive Date must be shown and must be before the date of the agreement.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
- 3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

E) CYBER LIABILITY/BREACH \$1,000,000

Coverage required: ☐ Yes ☐ No

Coverage for First and Third Party breach liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

F) UMBRELLA/EXCESS \$1,000,000

Coverage required: ☐ Yes ☐ No

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

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

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

SPECIMEN

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

EXHIBIT D

INSURANCE SCHEDULE J

1. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project # _____ or Project Location at _____ or construction of _____.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.
- 6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
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Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- 2) Policy shall include Waiver of Right to Recover from Others endorsement.

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

D) UMBRELLA/EXCESS LIABILITY \$1,000,000

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

E) PROFESSIONAL LIABILITY \$2,000,000

If the required policy provides claims-made coverage:

- 1) The Retroactive Date must be shown and must be before the date of the agreement.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
- 3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

F) CYBER LIABILITY/BREACH \$1,000,000

☐ Yes ☐ No

Coverage for First and Third Party breach liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
3. Assertion of 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
PUBLIC IMPROVEMENT CONTRACT
PROJECTS ESTIMATED AT LESS THAN \$100,000.00**

Check Appropriate Box

- ☒ Estimate under \$25,000.00
☐ Estimate between \$25,000.00 and \$99,999.99

THIS PUBLIC IMPROVEMENT CONTRACT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and Zephyr Aluminium Products, Inc. (Contractor) at
(Contractor Name)
555 Huff Street, Dubuque, Iowa 52004-0936
(Contractor's Address - City and State)

PROJECT TITLE: IMON ICE ARENA ADA SWING DOOR ACTUATOR INSTALLATION
(Project)

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

CONTRACTOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for:
Scope of work per attached proposal, dated October 20, 2025

The work described above shall be completed at the following location(s):
1800 Admiral Sheehy Dr, Dubuque, IA 52001

The Project shall be constructed to the meet the requirements as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Bid or procurement documentation;**
- This Contract;
- All ordinances and resolutions heretofore adopted by the City Council having to do with the Project;
- **The Contractor's Bid or procurement documentation;**
- **Consent Decree Certification Form, if applicable (Exhibit A);**
- **Bond Form, if applicable (Exhibit B);**
- **Plans and Specifications;**
- SUDAS Standard Specifications (Current Edition) including but not limited to Division 1: General Provisions and Covenants and the City of Dubuque Supplemental Specifications – Division 1 (Current Edition);
- General Requirements as adopted by the City Council for the Project;
- **Insurance Schedule F (Exhibit C);** and
- Other_____.

Is the project over \$25,000.00?

☐ Yes ☒ No

If yes, Bond Form is required, see Exhibit B.

3. All materials used by the Contractor in the Project shall be the best of their several kinds and shall be put in place to the satisfaction of the City Manager.
4. The Contractor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Contractor.
5. Three (3%) of the Contract price may be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Manager to pay any claim that may be filed within said time for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that time, as provided in Iowa Code Chapter 573. The City shall also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums shall be held by the City until such claims have been settled, adjudicated or otherwise disposed of.
6. The Contractor has read and understands the Contract and the project description described in Section 1 and the Contract Documents outlined in Section 2 and agrees not to plead misunderstanding or deception.
7. The Contractor shall guarantee for a period of two years and make good any other defect in any part of the Project due to improper construction or material performance notwithstanding the fact that said Project may have been accepted and fully paid for by the City. The guarantee shall commence on the date that the City pays full compensation for the complete performance of this contract.

8. The Contractor shall fully complete the Project under this Contract on or before

November 21, 2025

(DATE)

9. Indemnification from Third Party Claims; Liability for City Damage.

- A. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
 - B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.
10. Prior to the commencement of any work on the Project and at all times during the performance of this Contract, the Contractor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule F attached to this Contract as Exhibit C.
11. Permits and Licenses. Contractor further represents and warrants that Contractor will obtain all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Contract, including any permits and licenses that might be required by the state or locality in which Contractor performs the Services, and Contractor agrees to maintain, at Contractor's sole expense, such required permits and licenses for the duration of the term(s) of this Contract.
12. Legal Compliance. Contractor is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances which may apply to the performance of Contractor's obligations under this Contract, including but not limited to the laws outlined in Exhibit ____, and hereby represents and warrants that Contractor is in compliance with the same as of the Closing/Effective Date and further represents that during the Term Contractor will remain in compliance. Contractor shall require all contractors and subcontractors providing services under this Contract shall also certify compliance with this Section.

When Applicable:

Contractor further represents and warrants that Contractor has obtained all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Contract, including any permits and licenses that might be required by the state or locality in which Contractor performs the Services, and Contractor agrees to maintain, at Contractor's sole expense, such required permits and licenses for the durations of the term(s) of this Contract.

13. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Contractor.

14. 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
 15. The City is exempt from federal excise tax and Iowa sales tax.
 16. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the Contractor will indemnify and save harmless the City from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of any patent, copyright, or application.
 17. The Contractor agrees not to release any advertising copy mentioning the City or quoting the opinion of any City employee without prior written authorization from the City of Dubuque.
 18. Current Safety Data Sheets (SDS), when applicable to the order, will be provided by the Contractor in accordance with all regulations.
 19. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the Contractor's proposal, and are not subject to change by reason of any written or verbal statements by the Contractor or by and terms stated in the Contractor's acknowledgment unless same be accepted in writing by the City.
 20. The City of Dubuque, State of Iowa and Department of Justice have entered into a Consent Decree requiring the City to complete certain capital improvements pursuant to an established schedule and to comply with certain capital improvements pursuant to an established schedule and to comply with certain reporting and recordkeeping requirements. One of the terms of the Consent Order is for the City to advise contractors whose duties might reasonably include compliance with any provision of the Consent Decree with a copy of the Consent Decree. The City expects its contractors to comply with the Consent Decree and to assist the City in complying with the Consent Decree. As a requirement of this Contract, the Contractor shall execute and return to City Exhibit the Certification Form attached this this Contract as Exhibit A.
- ☐ THIS CONTRACTOR **IS** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.
- ☒ THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

THE CITY AGREES:

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT: \$ 4,107.00

CITY OF DUBUQUE, IOWA

CONTRACTOR:

By: Michael Van Milligen 12/23/25
Michael C. Van Milligen
City Manager
Date

Zephyr Aluminum Products Inc.
Company Name
By: [Signature] 11/11/2025
Signature Date
Rick Raosch
Printed Name
Project Manager
Title

EXHIBIT A
CONSENT DECREE
RELATING TO THE
CITY OF DUBUQUE, IOWA
WATER & RESOURCE RECOVERY CENTER
AND
SEWER COLLECTION SYSTEM

NO CONTRACTOR OR CONSULTANT MAY PERFORM ANY WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SEWER CONNECTION SYSTEM UNLESS A SIGNED COPY OF THIS DOCUMENT IS RETURNED TO THE CITY OF DUBUQUE ENGINEERING DEPARTMENT

The City of Dubuque, Iowa has entered into a Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action No. Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa. The provisions of the Consent Decree apply to and are binding upon the City and its officers, directors, employees, agents, servants, successors, assigns, and all persons, firms and corporations under contract with the City to perform the obligations of the Consent Decree.

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

A copy of the Consent Decree can be found at <http://www.cityofdubuque.org/DocumentCenter/Home/View/3173>. A paper copy is available upon request from the City of Dubuque Engineering Department.

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

The Consent Decree also provides that until five years after the termination of the Consent Decree, the City shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention requirement shall apply regardless of any contrary City, corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States or the State, the City shall provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of the information-retention period, the City shall notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to such requirements and, upon request by the United States or the State, the City shall deliver any such documents, records, or other information to the EPA or IDNR.

Certification by Contractor or Consultant

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

1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action No. Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.

2. All work performed will be in conformity with the provisions of the Consent Decree.

3. All documents, reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.

The Contractor or Consultant agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's or Consultant's failure to comply with the Consent Decree.

Contractor or Consultant: _____

By: _____

Its: _____

Date: _____

Return signed copy to:

Engineering Department
50 W. 13th Street
Dubuque IA 52001

EXHIBIT B

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal
(hereinafter the "Contractor" or "Principal") and _____,
as Surety are held and firmly bound unto the City of
Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who may be injured by
any breach of any of the conditions of this Bond in the penal sum of
_____ dollars
(\$ _____), lawful money of the United States, for the payment of which sum, well and truly
to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by
these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with
the Owner, bearing date the _____ day of _____, 20____, (hereinafter the "Contract")
wherein said Contractor undertakes and agrees to construct the following project in accordance with the
Contract Documents, and to faithfully perform all the terms and requirements of said Contract within the time
therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. The
Contract _____ Documents _____ for
_____ Project detail the
following _____ described _____ improvements:

INSERT PROJECT DESCRIPTION
(Use description from Notice to Bidders)

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions
are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the project, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference

is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract Documents within the period of two (2) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship, equipment installed, or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's Contract herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time authorized in approved change orders to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, authorized in approved change orders which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase;
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the agreed damage penalty is being charged against the Contractor.

The Contractor and every Surety on the Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five (5) years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner

will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed one hundred twenty-five percent (125%) of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Dubuque County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. _____

Witness our hands, this _____ day of _____, 20__.

SURETY COUNTERSIGNED BY:

Signature of Agent

Printed Name of Agent

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Contractor

By: _____
Signature

Printed Name

Title

FORM APPROVED BY:

Representative for Owner

SURETY:

Surety Company

By: _____
Signature Attorney-in-Fact Officer

Printed Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

EXHIBIT C

INSURANCE SCHEDULE F

Class A:

Asbestos Removal	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	Masonry	Rough Carpentry
Doors, Window & Glazing	Vehicular Snow Removal	Stump Grinding
Drywall Systems	Painting & Wall Covering	Tank Coating
Fertilizer Application	Pest Control	Tree Removal
Geotech Boring	Scaffolding	Tree Trimming
Insulation	Sidewalks	Tuckpointing
Finish Carpentry	Plastering	Waterproofing
Landscaping		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 # 2849900005 Project name: ImOn Ice Arena ADA Door Install or Project Location at Imon Ice Arena or construction of ImOn Ice Arena ADA Swing Door Actuator Installation.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each Certificate required shall be furnished to the Engineering Department of the City of Dubuque.
4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.
5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever an ISO form is referenced the current edition must be provided.
8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I - Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE F (continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01 or business owners form BP 00 02 shall be clearly identified.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
- 3) Include endorsement indicating that coverage is primary and non-contributory.
- 4) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 5) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees, agents, and volunteers. Use ISO form CG 20 10 (Ongoing operations).
- 6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
- 7) Policy shall include Waiver of Right to Recover from Others endorsement.
- 8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.
- 9) Contractor and subcontractor shall not use any drone without the prior written approval of the City of Dubuque. Any drone usage must comply with above liability limits and the additional insured endorsement must name the City of Dubuque with respect to aircraft liability coverage.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa

Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Combined Single Limit \$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

D) UMBRELLA/EXCESS LIABILITY

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

All Class A contractors with contract values in excess of \$10,000,000 must have umbrella/excess liability coverage of \$10,000,000.

All Class A and Class B contractors with contract values between \$500,000 and \$10,000,000 must have umbrella/excess liability coverage of \$3,000,000.

All Class A and B contractors with contract values less than \$500,000 must have umbrella/excess liability coverage of \$1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of \$3,000,000 umbrella regardless of the contract value.

E) POLLUTION LIABILITY

Coverage required: ___ Yes ☒ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

Each Occurrence \$2,000,000

Policy Aggregate

\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37 (completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.
- 5) Include endorsement indicating that coverage is primary and non-contributory.
- 6) Policy shall include waiver of right to recovery from others endorsement.
- 7) Pollution liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the Owner's property.

F) RAILROAD PROTECTIVE LIABILITY

Coverage required: ___ Yes **X** No

Any contract for construction or demolition work on or within fifty feet (50') from the edge of the tracks of a railroad and affecting any railroad bridge, trestle, tracks, roadbeds, tunnel, underpass, or crossing, for which an easement, license or indemnification of the railroad is required, shall require evidence of the following additional coverages.

Railroad Protective Liability:

\$_____ each occurrence (per limits required by Railroad)

\$_____ policy aggregate (per limits required by Railroad)

AND

An endorsement to the Commercial General Liability policy equal to ISO CG 24 17 (Contractual Liability-Railroads). A copy of this endorsement shall be attached to the certificate of insurance.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
 2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.
 3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.
 4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.
- No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

EXHIBIT D

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.).

PROPOSAL

ZEPHYR ALUMINUM PRODUCTS, INC.

555 HUFF STREET, PO BOX 936

DUBUQUE, IOWA 52004-0936

Phone: (563) 588-2036

Toll-Free: (800) 747-9397

Fax: (563)588-4355

PROPOSAL SUBMITTED TO City of Dubuque	PHONE FAX	DATE 10/20/2025
STREET	JOB NAME ImOn Ice Arena	
CITY, STATE, AND ZIP CODE	JOB LOCATION Dubuque, IA	
We propose to furnish and install (1) clear anodized ASSA ABLOY SW100 swing door operator with (2) wireless push button transmitters and (1) exterior bollard post. <u>Excludes:</u> - 110 volt electrical service to operator header.		
We propose hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of: -----dollars (\$4,107.00)		
Payment to be made as follows:		
If you have ANY questions, Please give me a call at 1-800-747-9397		
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner According to standard practices. Any alteration or deviation from above specifications involving Extra costs will be executed only upon written orders, and will become an extra charge over and Above the estimate. All agreements contingent upon strikes, accidents or delays beyond our Control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully Covered by Workman's Compensation Insurance. Authorized Signature <u>Rick Rausch</u> Note: This proposal may be withdrawn by us if not accepted within <u>30</u> days.		
Acceptance of Proposal -- The above prices, specifications and Conditions are satisfactory and are hereby accepted. You are authorized To do the work as specified. Payment will be made as outlined above. Date of Acceptance: _____ Signature _____		

Workplace Solutions Cooperative Acceptance Agreement



Location #: 023M

Contract #: 211011348

Customer #: 17275332

Main Corporate Code → Omnia Nebraska Rental/FS MLA CC #13897 MLA Agreement #211011348

GPO CC #13897 GPO Agreement #211011196

(If locally managed MLA please replace agreement # with current Locally Managed MLA)

Date: 12/22/25

Customer/Participating Agency: City of Dubuque

("Customer")

Phone: 563.589.4131

Address: 50 W. 13th St.

City: Dubuque

State: IA

Zip: 52001

UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
X275	MENS SNAG RESISTANT MM POLO	☒ Yes ☐ No	0.391	30.591
X381	CARHARTT 5 PKT JN	☒ Yes ☐ No	0.444	24.300
X382	CARHARTT CARP JN	☒ Yes ☐ No	0.444	26.550
X383	CARHARTT DUNGAREE PANT	☒ Yes ☐ No	0.449	29.700
X935	CINTAS COMFORT MENS SHIRT	☒ Yes ☐ No	0.165	24.291
X945	MENS COMFORT PANT WORK PANTS	☒ Yes ☐ No	0.216	28.791

Space for additional entries provided on page 5

This Workplace Solutions Cooperative Acceptance Agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 36 months from the date of installation or renewal (the "Term").				
Standard Name Emblem	\$ 2.50	ea	Standard Agency Emblem	\$ 4.50 ea
Custom Agency Emblem	\$ 4.50	ea	Embroidery	\$ NA ea
Uniform Advantage	Item: Uniform Advantage			\$.095 ea per week
Premium Uniform Advantage	Item: Premium Uniform Advantage			\$ NA ea per week
Emblem Advantage	Item: Emblem Advantage			\$.108 ea per week
Prep Advantage	Item: Prep Advantage			\$.060 ea per week
Minimum Charge	\$35 per delivery or 50% of initial invoice (the greater of the two).			
Make-Up Charge	\$ 2.25	per garment		
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium				\$.155 per garment
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.				
Artwork Charge for Logo Mat	\$ NA			
Payment Terms: Net 30				
Size Change	Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of \$ 3.00 per garment will be assessed for employee's size changed within 4 weeks of installation.			
Other				

WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
10184	3X5 ACTIVE SCRAPER MAT	WEEKLY	1	2.990
10189	3X5 XTRACTION MAT ONYX	WEEKLY	1	6.990
10192	4X6 XTRACTION MAT ONYX	WEEKLY	1	7.833
1948	48" MOP FRAME	WEEKLY	1	0
2160	SM SHOP TOWEL - RED	WEEKLY	1	0.124
2590	36" DUST MOP	WEEKLY	1	1.749
2604	48" DUST MOP	BI-WEEKLY	1	1.983
2650	WET MOP LARGE	WEEKLY	1	1.717

Space for additional entries provided on page 5

Automatic Lost Replacement Charge	Item: 2160	% of inventory2	\$.492	ea
Automatic Lost Replacement Charge	Item: 2700	% of inventory5	\$.781	ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	☐		
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	☐		
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).	☐		

Cintas Representative Initials: LK Customer Initials: MVM

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement #001299 available at <https://www.omniapartners.com/publicsector>.
2. **Dispute Resolution – Arbitration and Class Waiver:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. **Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
 - b. **Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - c. **Fees:** Arbitration fees will be assessed consistent with the AAA Rules.
 - d. **No Class Actions in Arbitration or in Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
 - e. **Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
 - f. **Severability:** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Prices:** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, all of Customer's requirements for uniform rental products and services at the prices listed in the Master Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted. There will be a minimum charge of thirty-five dollars (\$35.00) or 50% of initial invoice (whichever is greater) per delivery (the "Minimum Stop Charge") for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement. The Minimum Stop Charge shall supersede any conflicting or different term in the Master Agreement.
2. **Buyback of Non-Standard Garments:** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
3. **Garments' Lack of Flame Retardant or Acid Resistant Features:** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
4. **Logo Mats:** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
5. **Adding Employees:** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee:** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above.
7. **Terminating Employees:** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement:** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations:** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

Cintas Representative Initials:  Customer Initials: MVM

- 10. Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
- If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience after thirty-six (36) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
 - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
- 11. No Federal Contractor:** As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contract Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement.
- 12. Prevailing Wage/Living Wage:** Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.
- 13. Customer Type:** Customer must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality?
- ☐ Yes ☐ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- 14. Customer Funding Source:** Customer must select the appropriate response below:
Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?
- ☐ Yes ☐ No (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- 15. Additional Terms:** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Agreement without additional terms?
- ☐ Yes, additional terms required (If Yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- ☐ No additional terms needed
- 16.** I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #: 023M

Cintas Representative Signature: Luke Kiss

Title: Key Account Manager

Accepted-GM:

Cintas Enterprise Account: ☒ Yes ☐ No

Cintas Enterprise Partner Name: Joe Winkler

Customer Signature: Michael Van Milligen

Print Name: Michael C. Van Milligen

Print Title: City Manager

Email: ctymgr@cityofdubuque.org

Customer Contact: Tony Breitbach

Customer Contact Email: tbreitba@cityofdubuque.org

Cintas Representative Initials: LK Customer Initials: MVM

Accounts Payable Contact Billing Information



How should the Business Name read on the invoice? CITY OF DUBUQUE

Do you have other sites/locations within your company that are set up for billing with Cintas? ☒ YES ☐ NO ☐ UNSURE

Are you Tax Exempt? ☒ YES ☐ NO If Yes, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name: See location listing page (last page of agreement)

Account Payable Contact Phone #:

Account Payable Email:

Payer Street Address:

City: ST/PROV: ZIP/PC:
We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers where the bill will be mailed/sent to.

☐ Same as Payer OR ☒ Same as Sold-To

Bill-To Street Address:

City: ST/PROV: ZIP/PC:

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): ☒ Leave at Site and Email ☐ Email Only ☐ Physically Mail ☐ Leave at site after service

Do invoices require a purchase order? ☐ YES ☐ NO If yes, please provide PO#

Will the same PO need to appear on each invoice? ☐ YES ☐ NO Is there an expiration date?

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

☐ Check

☐ ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

☐ Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials: LK Customer Initials: MVM

Continued from page 1

[illegible]

Continued from page 1

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
2700	TERRY TOWEL	WEEKLY	1	0.134
6680	DISPOSABLE URINAL MAT SERVICE	BI-WEEKLY	1	4.320
6922	WOOD WET MOP HANDLE	WEEKLY	1	0
6923	FIBERGLASS WET MOP HANDLE	WEEKLY	1	0
6924	WOOD DUST MOP HANDLE	WEEKLY	1	0
7464	DISPOSABLE URINAL MAT REFILL	WEEKLY	1	0
84030	3X10 GRAY MAT	MONTHLY	1	7.625
84030	3X10 GRAY MAT	BI-WEEKLY	1	5.083
84030	3X10 GRAY MAT	WEEKLY	1	3.389
84330	3X5 GRAY MAT	MONTHLY	1	5.191
84330	3X5 GRAY MAT	BI-WEEKLY	1	3.461
84330	3X5 GRAY MAT	WEEKLY	1	2.307
84430	4X6 GRAY MAT	MONTHLY	1	4.937
84430	4X6 GRAY MAT	BI-WEEKLY	1	2.999
84430	4X6 GRAY MAT	WEEKLY	1	2.194
10189	3X5 XTRACTION MAT ONYX	BI-WEEKLY	1	9.990
10192	4X6 XTRACTION MAT ONYX	BI-WEEKLY	1	10.990
10198	3X10 TRAFFIC MAT	BI-WEEKLY	1	7.99
2570	24" DUST MOP	BI-WEEKLY	1	1.530
2995	CRT CABINET	BI-WEEKLY	1	0.000
9025	CENTERPULL TOWELL	BI-WEEKLY	1	8.393
9207	SANIS BOWL CLIP SERVICE	BI-WEEKLY	1	3.237
9210	URINAL SCREEN SERVICE	BI-WEEKLY	1	2.995
9995	BOWL FRESH SERVICE CUCUMBER	MONTHLY	1	2.995
10184	3X5 ACTIVE SCRAPER MAT	BI-WEEKLY	1	3.490

Additional sites added at a later date will be required to sign the attached Exhibit A with a minimum term of 36 months.

Cintas Representative Initials: LK Customer Initials: MVM

LOCATION LISTING

City of Dubuque
925 Kerper Ct.
Dubuque, IA 52001
Sold To #: 17275332
Bill To Address: Same as above

City of Dubuque
1902 Hawthorne St.
Dubuque, IA 52001
Sold To #: 10704469
Bill To Address: Same as above

City of Dubuque
830 Bluff St.
Dubuque, IA 52001
Sold To #: 15644388
Bill To Address:
950 Elm St.
Dubuque, IA 52001

City of Dubuque
14501 Hwy 20W
Dubuque, IA 52003
Sold To #: 18773240
Bill To Address:
925 Kerper Ct.
Dubuque, IA 52001

City of Dubuque
50 W 13th St.
Dubuque, IA 52001
Sold To #: 15644333
Bill To Address: Same as above

City of Dubuque
950 Elm St.
Dubuque, IA 52001
Sold To #: 17621692
Bill To Address: Same as above

City of Dubuque
2200 Bunker Hill Rd.
Dubuque, IA 52001
Sold To #: 17731807
Bill To Address: Same as above

City of Dubuque
1300 Main St.
Dubuque, IA 52001
Sold To #: 15644345
Bill To Address:
50 W 13th St.
Dubuque, IA 52001

City of Dubuque
949 Kerper Blvd.
Dubuque, IA 52001
Sold To: 17444292
Bill To Address:
Same as Above

City of Dubuque
999 Julien Dubuque Dr.
Dubuque, IA 52003
Sold To #: 15644302
Bill To Address: Same as Above

City of Dubuque
350 W. 6th St.
Dubuque, IA 52003
Sold To #: 15644170
Bill To Address:
50 W. 13th St.
Dubuque, IA 52001

**City of Dubuque
City Council**

CONSENT ITEMS # 8.

ITEM TITLE:	Mediacom Rate Change Notification Letter
SUMMARY:	Correspondence from Ryan Young, Government Relations Director with Mediacom, informing the City of video programming changes and rate adjustments.
SUGGESTED DISPOSITION:	Receive and File
ATTACHMENTS:	
	1. Correspondence



December 23, 2025

Michael C. Van Milligen
City of Dubuque
50 W. 13th Street
Dubuque, IA 52001

Dear Mr. Van Milligen:

The purpose of this letter is to inform you that, on or about January 1, 2026, Mediacom will be implementing the following video programming changes and rate adjustments:

Product:	Old Rate:	New Rate:	Net Change:
Local Broadcast Station Surcharge (LBS)	\$30.26	\$33.88	\$3.62
Regional Sports Surcharge (RSSC)	\$6.94 (avg)	\$7.35 (avg)	\$0.41 (avg)
Variety TV	\$130	\$140	\$10

The decision to make price adjustments is always a difficult one. However, due to video programming cost increases, inflationary pressure, and supply chain challenges, we find it necessary to make these changes to our standard rates.

Mediacom appreciates the opportunity to continue to serve your community's telecommunications needs. If you have any questions, please don't hesitate to contact me at (515) 697-6706 or ryan.young@mediacomcc.com.

Sincerely,

Ryan Young
Government Relations Director
ryan.young@mediacomcc.com
3737 Westown Parkway
West Des Moines, IA 50266
Cell: 515-571-6610
Office: 515-697-6706

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 1.

ITEM TITLE:	Setting a Public Hearing to approve the First Amendment to the Amended and Restated Lease Agreement between the City of Dubuque and Viterra USA Grain, LLC
SUMMARY:	City Manager recommending City Council set a public hearing for January 20, 2026, to approve the First Amendment to the Amended and Restated Lease Agreement between the City of Dubuque and Viterra USA Grain, LLC for the property located on Commercial Street (aka East Seventh Street). RESOLUTION Setting A Public Hearing To Consider The First Amendment To The Amended And Restated Lease Agreement By And Between The City Of Dubuque And Viterra Usa Grain, LLC For Real Property In The City Of Dubuque, Iowa
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for January 20, 2026

ATTACHMENTS:

1. MVM Memo
2. Staff Memo for Setting a Public Hearing_Viterra
3. First Amendment to Amended and Restated Lease Agreement BAL 12.29
4. Amended and Restated Lease between the City of Dubuque and Viterra USA Grain, LLC
5. Resolution
6. Notice of Hearing_Viterra

TO: The Honorable Mayor and City Council Members

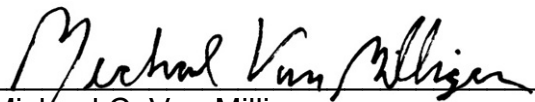
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Setting a Public Hearing to Approve First Amendment to the Amended and Restated Lease Agreement between the City of Dubuque and Viterra USA Grain, LLC

DATE: December 29, 2025

City Engineer Gus Psihoyos is recommending City Council set a public hearing for January 20, 2026, to approve the First Amendment to the Amended and Restated Lease Agreement between the City of Dubuque and Viterra USA Grain, LLC for the property located on Commercial Street (aka East Seventh Street).

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Jim Bousley, Project Manager
Barry Lindahl, Senior Council
Tracy Schadle, Admin. Support Professional

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: December 29, 2025

RE: Setting a Public Hearing to Approve First Amendment to the Amended and Restated Lease Agreement between the City of Dubuque and Viterra USA Grain, LLC

INTRODUCTION

This memorandum requests the City Council set a public hearing for January 20, 2026, to approve the First Amendment to the Amended and Restated Lease Agreement between the City of Dubuque and Viterra USA Grain, LLC.

BACKGROUND

On May 5, 2025, the City of Dubuque and Viterra USA Grain, LLC accepted and approved an Amended and Restated Lease Agreement for the property located on Commercial Street (aka East Seventh Street) in the City of Dubuque.

DISCUSSION

In reviewing the Amended and Restated Lease Agreement that was approved on May 5, 2025, it was noticed that the Lease Agreement did not contain the exhibits that were included in the Lease Agreement. This First Amendment is to include those exhibits in the Lease Agreement.

BUDGET IMPACT There is no budget impact for this First Amendment to the Amended and Restated Lease Agreement.

RECOMMENDATION

I respectfully request the City Council set a public hearing for January 20, 2026, to approve the First Amendment to the Amended and Restated Lease Agreement between the City of Dubuque and Viterra USA Grain, LLC.

Enclosed

Cc: Jim Bousley, Project Manager
Barry Lindahl, Senior Council
Tracy Schadle, Admin. Support Professional

**FIRST AMENDMENT
TO
THE AMENDED AND RESTATED LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
VITERRA USA GRAIN, LLC**

COMMERCIAL STREET (aka EAST SEVENTH STREET) LEASE

This First Amendment to the Amended and Restated Lease Agreement, dated for reference purposes the ____ day of _____, 2026, is made and entered into by and between Viterra USA Grain, LLC, a Delaware limited liability company (“Lessee”), and the City of Dubuque, Iowa, an Iowa municipal corporation (“Lessor”).

WHEREAS, Lessor and Lessee are parties to the Amended and Restated Lease Agreement dated May 5, 2025 and

WHEREAS, the Parties desire to amend the Amended and Restated Lease Agreement as set forth herein.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section 1. The Amended and Restated Lease Agreement is amended by adding the attached List of Exhibits.

Section 2. The Amended and Restated Lease Agreement is amended by adding the following attached Exhibits:

Exhibit A Demised Premises through Premises Reduction Date
Exhibit A-1 Demised Premises beginning Premises Reduction Date
Exhibit B Lessee’s New Improvements
Exhibit C Commercial Street (aka East 7th Street) Landscaping
Exhibit D Existing Storm Sewer – Proposed 7th Street Alignment
Exhibit E Rail Improvements
Insurance Schedule A

Section 3. All other terms and conditions of the Amended and Restated Lease Agreement shall remain in full force and effect.

VITERRA USA GRAIN, LLC

By: _____

Name: _____

Title: _____

CITY OF DUBUQUE, IOWA

By: _____

Name: _____

Title: _____

**AMENDED AND RESTATED LEASE AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
VITERRA USA GRAIN, LLC
COMMERCIAL STREET (aka EAST SEVENTH STREET) LEASE**

This Amended and Restated Lease Agreement ("Lease") is dated May 5, 2025 between the City of Dubuque, Iowa, an Iowa municipal corporation ("Lessor" or "City"), and Viterra USA Grain, LLC (formerly known as Gavilon Grain, LLC), a Delaware limited liability company ("Lessee").

RECITALS

WHEREAS, Lessee and Lessor are parties to a Lease Agreement dated July 1, 2020 ("Prior Agreement"), under which Lessee leases certain real property located on Commercial Street (aka East Seventh Street) in Dubuque, Iowa;

WHEREAS, Lessee and Lessor wish to amend and restate the Prior Agreement with this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants made herein with the intent to be legally bound thereby, the parties hereto agree as follows:

SECTION 1. DEMISE AND TERM.

1.1 In consideration of the rents hereinafter reserved and the terms, covenants, conditions and agreements set forth in this Lease, Lessor hereby leases to Lessee the real property shown on Exhibit A (the "Demised Premises"), to have and to hold for an initial term commencing as of July 1, 2020, (the "Commencement Date"), and ending at midnight on June 30, 2048 (the "Term"), subject to all of the terms, covenants, conditions and agreements contained herein. On January 1, 2027 (the "Premises Reduction Date"), the area of the Demised Premises shall automatically be reduced to the area of real property shown on Exhibit A-1, provided that, upon written notice from Lessee to Lessor, the Premises Reduction Date may be extended for a reasonable period (not to exceed one year) in the event all necessary approvals for the construction of the New Improvements (defined below) have not been timely received.

(1) Lessee's use of the areas along the shoreline of the Demised Premises and the City's adjacent property located to the southeast of the Demised Premises, and the channel adjacent thereto, is strictly limited to maneuvering or mooring watercraft or barges and transferring the products permitted in Section 1.5 of this Lease. Lessee may not moor any watercraft or barges in any other area controlled by the City unless otherwise provided in a separate lease or written agreement with the City. Lessee's use of the shoreline along the Demised Premises and the

City's adjacent property located to the southeast of the Demised Premises as shown on Exhibit A-1 (the "Option Property") subject to Section 1.1(2), and the channel adjacent to thereto, must not block access to the harbor or unreasonably interfere with the use of any other Lessor-owned site leased by any other tenant, with City's maintenance of the flood wall, or with use of the flood wall for flood fighting purposes.

(2) Lessee may, at its sole option, elect to also lease the Option Property for a cost of \$47,292.58 per acre per year ("Option Rent"), by providing written notice to Lessor at any time within the six (6) months following the Premises Reduction Date. In the event Lessee exercises such option the Option Property shall be deemed to be part of the Demised Premises and the annual Rent in Section 2.1 shall be increased by the Option Rent effective on the first day of the month immediately following the date on which Lessee exercises such option. In the event (i) Lessee does not choose to exercise its option and (ii) City in its sole discretion determine another use for the Option Property, City may upon three (3) months' written notice to Lessee restrict, with such restrictions City determines appropriate in its sole discretion, Lessee's use of the shoreline of the Option Property for mooring of Lessee's barges.

1.2 Lessee agrees to cooperate with Lessor in surveying and platting the Demised Premises and amending this Lease to include the final legal description; provided, however, that Lessee shall not be required to pay for the cost of any such surveying and platting.

1.3 The Demised Premises is subject to a Lease Agreement between Lessor and Swift Agricultural Chemicals Corporation dated November 29, 1971, as subsequently assigned to The Pillsbury Company, as subsequently assigned to ConAgra Foods, Inc., and as subsequently amended and assigned to Lessee (the "1971 Lease Agreement"). Upon commencement of the Term of this Lease, the 1971 Lease Agreement shall terminate.

1.4 Use of Premises. Lessee acknowledges that the Demised Premises is currently zoned HI Heavy Industrial. Notwithstanding such zoning, Lessee agrees that the Demised Premises shall not be used for any of the following uses:

- Slaughterhouses or stockyards;
- Manufacture or processing of the following materials: ammonia or chlorine;
- Manufacture of acid, lime or lime products, and detergent;
- Sanitary landfills;
- Sewage treatment plants;
- Crematoriums; reduction plants; foundries, forges or smelters; and
- Junk yards, salvage yards.

1.5 Lessee further agrees that the Demised Premises shall be used only for the handling of bulk commodities (grain, solid or liquid fertilizer, salt, whole cotton seed, oilseeds) and or other bulk commodities, steel rebar, and dried distillers grains with

solubles (DDGS), and no other purposes without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed.

1.6 Lessee may store the permitted products set forth in Section 1.5 outdoors, provided any such outdoor storage shall be in accordance with applicable laws, permits and customary industry practices, including not less than the six (6) foot fencing improvements shown on Exhibit B.

1.7 Storm Sewer Easement. Lessor reserves to itself an easement and the right, at its sole cost and expense, to construct, reconstruct, maintain, operate, repair, and remove through, under and across the Demised Premises an underground storm sewer as shown on Exhibit D. Lessee shall not erect any structure over the storm sewer without obtaining the prior written approval of Lessor, which shall not be unreasonably withheld or delayed. By executing this Lease, Lessor hereby consents to any existing structure now in place and grants Lessee written approval to construct or install the railroad track extensions, roads, flat storage and other New Improvements (defined below) over the storm sewer as shown on Exhibit B attached hereto and made a part hereof, as further set forth in Section 3. However, prior to any construction over the storm sewer, Lessee shall provide Lessor with an engineer's report reasonably acceptable to Lessor showing that such construction will not cause any damage to the storm sewer. Lessor agrees to cooperate with Lessee in its preparation of any engineer's report by providing Lessee, upon request, with all available information concerning the storm sewer. Lessee shall be responsible for maintaining any structure constructed over the storm sewer and any damage which to the storm sewer which results from such construction. Lessor, its agents or contractors, shall at all times upon reasonable notice of not less than two (2) weeks to Lessee, or such shorter period of notice as is reasonably possible in the event of an emergency reasonably determined by City, have free access to and egress from and over the Demised Premises to maintain or repair the storm sewer, provided that Lessor shall make all reasonable efforts not to interfere with Lessee's operations on the Demised Premises. In the event any Lessee property or improvements located immediately over the storm sewer must be removed or dismantled to perform any work pursuant to this paragraph, Lessor shall take reasonable measures to prevent damage to such property or improvements, perform its work as quickly as possible to reduce interruptions in Lessee's business, and shall reconstruct the storm sewer in a manner which will support the reconstruction of Lessee's improvements, and following completion of such work, Lessor shall restore and recompact the soil to the level of the property prior to performing such work. Lessor shall not be responsible for any damage to Lessee's property or improvements located directly over the storm sewer caused in the course of Lessor exercising any of its rights pursuant to this paragraph, but shall be responsible for any other damage of injury caused by Lessor exercising its rights pursuant to this paragraph.

1.8 Lessee agrees to cooperate with Lessor and not object to the renaming of Commercial Street as East 7th Street.

1.9 Docking Privilege. City grants unto Lessee the exclusive right to dock its vessels and/or barges, according to the terms and provisions herein, along the shoreline of the

Demised Premises and the Option Property, and in the channel adjacent thereto during the Term of the Lease, subject to Section 1.1.

(1) Docking Fee; Exclusive Use; Maintenance.

(a) Lessee agrees to pay to City an annual fee (the Docking Fee) of \$19,691.00, payable in twelve equal monthly payments of \$1,640.92, due in advance on the first day of each month during the Term. The Docking Fee shall be adjusted on an annual basis as provided in Sec. 2.2.

(b) Lessee shall have the exclusive right to use the mooring dolphins in the channel adjacent to the Demised Premises.

(c) Lessee takes said premises in their present condition except for any environmental hazard or condition existing on the channel adjacent to the Demised Premises.

(d) City's Duty Of Care And Maintenance. City shall have no duty of care or maintenance, including no duty to dredge; provided, however, that the City will cooperate with Lessee and obtain any permits required for such dredging work to be performed by Lessee or its contractor, and shall coordinate joint contribution from all harbor tenants in the event the harbor required dredging.

(e) Lessee's Duty Of Care And Maintenance. Lessee shall at all times during the term of this Lease, at Lessee's own costs and expense, keep and maintain the mooring dolphins adjacent to the Demised Premises and Lessee's owned barges and vessels in good condition and repair. City may, at its discretion, upon reasonable notice to Lessee, conduct an inspection during Lessee's normal business hours and while accompanied by Lessee to determine Lessee's compliance with this Section 1.9. Lessee on a reasonable basis shall remove all dead wood, weeds, trash and debris along the shoreline of the Demised Premises; provided, however, that Lessee shall not be required to perform the same if, in Lessee's reasonable judgment, such maintenance cannot be performed in a safe and reasonable manner.

(f) Lessee will make no unlawful use of said premises and agrees to comply with all city ordinances, and the laws of the State of Iowa and the United States.

(g) On delivery of possession of the Demised Premises to Lessee, Lessee shall not construct any improvements within the channel adjacent to the Demised Premises except as agreed upon in advance, in writing, by City. City shall have the right in its sole discretion to approve the design,

appearance and quality of any such improvements, which approval shall not be unreasonably withheld or delayed.

(h) Lessee shall not encumber by mortgage, deed of trust, or other instrument, its interest granted in this Section 1.9 without the prior written consent of Lessor which consent shall not be unreasonably withheld.

SECTION 2. RENT, AND OTHER PAYMENTS.

2.1 Rent. Lessee shall pay Lessor, in addition to taxes, fees (including but not limited to storm water fees), rates, charges, levies, assessments, and all other charges required to be paid under this Lease by Lessee, annual rent ("Rent") in the amount of \$349,264.84 payable in twelve equal monthly payments of \$29,105.40, due in advance on the first day of each month during the Term. Such Rent shall be increased as provided in Section 1.1 in the event Lessee exercises its option on the Option Property.

2.2 Rent Adjustment. The Rent for each year of the Term, beginning on the first anniversary date of the Commencement Date and continuing on each subsequent anniversary date thereof, shall be determined by multiplying the Rent in effect immediately prior to the applicable anniversary of the Commencement Date by the CPI Adjustment (as hereinafter defined) and then adding the resulting product, if positive ("CPI Increase"), to the Rent in effect immediately prior to the applicable anniversary date; provided, however, in no event shall the CPI Increase exceed three percent (3%) of the then-current Rent and provided, further, that in no event shall the Rent for any year be less than the Rent for the immediately preceding year.

The "CPI Adjustment" shall be a fraction expressed as a decimal, the numerator of which shall be the Current CPI minus the Prior CPI and the denominator of which is the Prior CPI, or 3% whichever amount is less. The "Current CPI" is the latest CPI published prior to the anniversary date of the lease term. The "Prior CPI" is the CPI published in the immediately preceding calendar year for the same month as the Current CPI.

The term "CPI" shall mean the "Consumer Price Index for All Urban Consumers (CPI-U)" published by the Bureau of Labor Statistics of the U.S. Department of Labor, All Items (1982-84=100), U.S. City Average, or any successor index thereto, appropriately adjusted. If the CPI ceases to be published and there is no successor thereto, such other government or nonpartisan index or computation shall be used which would obtain a substantially similar result as if the CPI had not been discontinued.

2.3 Payments to City. All invoice payments required by this Lease shall be made payable to "The City of Dubuque, Iowa" and delivered to the City of Dubuque Finance Department, City Hall. Any payments due not paid in full by the due date shall be subject to the lesser of the maximum interest provided by law or the following rates:

- 1% per month

2.4 Wharfage.

(1) Lessee shall pay Lessor for all goods, including liquids, transferred to the Demised Premises by water, rail or motor vehicle for every ton received at the Demised Premises as follows:

Grain/DDGS/Oilseeds	\$ 0.1000/ton
All other goods	\$ 0.2500/ton

Lessee shall not be required to pay said fee for Lessor's inbound cargo.

(2) Wharfage Adjustment for Section 2.4(1). The wharfage for each year of the Term, beginning on the first anniversary date of the Commencement Date and continuing on each subsequent anniversary date thereof, shall be determined by multiplying the wharfage in effect immediately prior to the applicable anniversary date of the Commencement Date by the CPI Adjustment (as hereinafter defined) and then adding the resulting product, if positive ("CPI Increase"), to the wharfage in effect immediately prior to the applicable anniversary date; provided, however, in no event shall any increase in the wharfage rate exceed three percent (3%) of the then-current wharfage rate and provided, further, that in no event shall the wharfage rate for any year be less than the wharfage rate for the immediately preceding year.

The "CPI Adjustment" shall be a fraction expressed as a decimal, the numerator of which shall be the Current CPI minus the Prior CPI and the denominator of which is the Prior CPI, or 3% whichever amount is less. The "Current CPI" is the latest CPI published prior to the anniversary date of the lease term. The "Prior CPI" is the CPI published in the immediately preceding calendar year for the same month as the Current CPI.

The term "CPI" shall mean the "Consumer Price Index for All Urban Consumers (CPI-U)" published by the Bureau of Labor Statistics of the U.S. Department of Labor, All Items (1982-84=100), U.S. City Average, or any successor index thereto, appropriately adjusted. If the CPI ceases to be published and there is no successor thereto, such other government or nonpartisan index or computation shall be used which would obtain a substantially similar result as if the CPI had not been discontinued.

(3) Tonnage reports shall be provided to Lessor by January 15 of each year for the preceding calendar year with the payment for each year due by no later than February 1 immediately following the end of each such year.

SECTION 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 connection with

Lessee's business. Title to Lessee's Trade Fixtures is and shall be the sole and exclusive property of Lessee during the Term of this Lease and shall remain the sole and exclusive property of Lessee after the expiration or termination of this Lease, for whatever reason. Lessor acknowledges and understands that it shall have no right, title or interest in or to Lessee's Trade Fixtures either during the Term of this Lease, or thereafter (except as hereinafter provided). Lessor acknowledges and agrees that Lessee shall have the right to encumber, sell, or hypothecate Lessee's Trade Fixtures, to remove them from the 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. Existing Improvements on the Demised Premises as of the commencement of the Term are as follows:

Any existing tanks, silos, permanently anchored and installed belt conveying systems or piped conveying systems, hard wired electrical systems, railroad tracks and buildings.

Lessee shall not construct any new improvements on the Demised Premises without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. By executing this Lease, Lessor hereby grants Lessee written consent, but Lessee is not obligated, to construct or install on the Demised Premises a new shop/office, rail track, truck scale, fence, trees and other improvements generally as shown on Exhibit B attached hereto and made a part hereof (the "New Improvements"), subject to Secs. 1.7 and 3.4 and in compliance with all applicable requirements of the City of Dubuque Code of Ordinances and which, if constructed, shall be completed on or before Premises Reduction Date. Lessee may make minor alterations to the design of the New Improvements, provided that any material alterations must be approved by Lessor, which approval shall not be unreasonably withheld, and that in the event such approval is not granted, Lessee shall have the option to terminate this Lease. All Existing Improvements and New Improvements (collectively the "Improvements") on the Demised Premises are and shall be the property of Lessee during the Term of this Lease and no longer. Upon the expiration or any termination of this Lease, by reason of any cause whatsoever, if the Improvements or any part thereof shall then be on the 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 has expired, and that title to the Improvements has vested in Lessor. Lessor reserves the right to require Lessee to remove some or all of the Improvements, which Lessee shall accomplish within 30 days of the expiration of this Lease Agreement, provided that Lessor must provide Lessee written notice of which Improvements must be removed not less than 180 days prior to

the expiration of the Lease Term.

3.3 Removal of Existing Building. Lessee shall remove the existing dry fertilizer building on the Demised Premises as shown on Exhibit A by December 31, 2023; provided, however, that the deadline for removing the fertilizer building shall be extended for a reasonable period of time in the event of Force Majeure (defined below).

3.4 Compliance with City Ordinances. Lessee shall comply with all applicable City of Dubuque Code of Ordinances with respect to Lessee's construction or installation of the New Improvements. City shall reasonably assist Lessee in obtaining any necessary approvals regarding the New Improvements.

3.5 Landscaping.

(1) No fence shall be installed on the Demised Premises without the approval of Lessor, which consent shall not be unreasonably withheld; provided, however, that if such fencing is otherwise required by applicable law, rule or regulation, Lessee may install such fencing without Lessor's consent.

(2) Lessee shall, in connection with its installation of the New Improvements, install landscaping in the areas identified on Exhibit B substantially similar to the landscaping shown on Exhibit C. Lessee shall maintain all landscaping on the Demised Premises during the Term of this Lease.

3.6 Flagpoles. Lessee shall, in connection with its installation of the New Improvements, construct on the Demised Premises in the location shown on Exhibit B not less than three (3) 35-foot lighted flag poles, one of which shall display a minimum 5-foot by 8-foot official flag of the City of Dubuque, which official flag Lessor shall provide to Lessee. All flags shall be maintained in a state of good repair at all times and replaced at least every six months.

3.7 Railroad Extensions.

(1) Lessee shall have the exclusive right (subject to this paragraph) to use the Lessor owned railroad spur track connecting to the Demised Premises and located off of the Demised Premises shown in yellow on Exhibit E (the "Lessor Track"). Lessor hereby grants Lessee written consent, but Lessee is not obligated, to construct and install the railroad improvements to the Lessor Track shown on Exhibit E (the "Rail Improvements") attached hereto incorporated herein. Lessor shall upon the request of Lessee, request that the CN Railroad, or other applicable party, reinstall the switch serving the Lessor Track. Lessor and Lessee acknowledge that the estimated cost of the Rail Improvements and the associated materials and equipment is \$1,500,000.00 based on the estimate provided by Lessee. If Lessor or East Central Intergovernmental Agency receives a state or federal grant and/or loan to rebuild the Rail Improvements, Lessor or East Central Intergovernmental Agency shall contribute such funds to Lessee for the Rail

Improvements, or if Lessor or East Central Intergovernmental Agency is prohibited by such grants or loans from contributing the funds to Lessee, then Lessor or East Central Intergovernmental Agency shall pay such funds to the entity constructing the Rail Improvements, and Lessee shall pay the balance of the costs. Lessor's or East Central Intergovernmental Agency's contribution to the Rail Improvements shall not be due and payable to Lessee until thirty (30) days after the Rail Improvements are completed and fully operational and approved by Lessor in Lessor's sole discretion, which shall not be unreasonably withheld or delayed. Provided the Rail Improvements are completed, Lessee at its expense shall maintain the Lessor Track and Rail Improvements in accordance with all applicable laws governing its use thereof; provided, however, that Lessor and its other tenants at the port shall be permitted to use the Lessor Track and Rail Improvements upon the following conditions: (i) use of the Lessor Track and Rail Improvements by any third parties pursuant to this Section shall not interfere with Lessee's use of the Lessor Track or Rail Improvements, (ii) Lessee shall retain first priority to use the Lessor Track and Rail Improvements, (iii) Lessee may charge Lessor or any such third party a reasonable switching charge or other fee for use of the Lessor Track or Rail Improvements and may require any such third party to sign a reasonable indemnity agreement, and (iv) Lessor shall defend, indemnify and hold harmless Lessee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including reasonable attorney fees) imposed upon, incurred by or asserted against Lessee in connection with Lessor's use of the Lessor Track or Rail Improvements. Lessor may install and maintain underground utility crossings under the Lessor Track, provided that any such crossings are approved in accordance with and otherwise meet the requirements of the serving railroad with respect to industry track, and the installation and maintenance of any such crossings shall be coordinated so as not to interfere with Lessee's operations. Lessee agrees that in moving cars with its own locomotives it shall not unreasonably block any public rail crossing of the Lessor Track (East Seventh Street or East Commercial Street), excepting any blocking of a crossing caused by mechanical breakdown, track or switch icing, derailment or other matter beyond Lessee's reasonable control provided that Lessee take reasonable steps to timely address any such issue. The parties hereto acknowledge and agree that this Section 3.7 is part of the consideration for this Lease, and Lessee, subject to the foregoing, agrees to cooperate with said parties to make such connections to the track of Lessee.

(2) For any railroad tracks on the Demised Premises shown on Exhibit E existing as of the commencement of this Lease and in the event Lessee installs any track on the Demised Premises (together, the "Demised Premises Tracks"), Lessee at its expense shall maintain the Demised Premises Tracks, including at-grade crossings, in accordance with all applicable laws governing its use thereof. Lessee shall have the exclusive right to use the Demised Premises Tracks, and neither Lessor nor any other tenant shall be permitted to use the Demised Premises Tracks without the prior written authorization of Lessee.

3.8 [Reserved].

3.9 Commercial Street (aka East 7th Street) Reconstruction. If Lessor reconstructs Commercial Street (aka East 7th Street) during the Term of this Lease, Lessee shall reimburse Lessor the lesser of (i) an amount equal to the assessment or (ii) \$145,000.00 increased by the CPI Adjustment which shall be a fraction expressed as a decimal, the numerator of which shall be the CPI as of the date of this Lease and the denominator of which is the CPI as of the date of reconstruction, not to exceed 3 percent per year ("7th Street Assessment"). All costs related to the removal, repair, or replacement of any railroad track owned by Lessee effected by such reconstruction, including the cost of constructing any street crossing, shall be the sole responsibility of Lessor, and Lessor shall promptly remove, repair, or replace such track and/or construct such new or replacement and crossing. Lessee shall design any railroad tracks constructed or reconstructed by Lessee as part of the New Improvements consistent with the design shown on Exhibit B. In the event any future reconstruction of 7th Street requires modification of the design, grade, elevation or materials of Lessee's railroad crossing(s), Lessee's 7th Street Assessment shall be reduced by any costs incurred by Lessee to redesign or modify its railroad crossing(s).

3.10 Paving. Lessee shall not later than Premises Reduction Date pave all areas of the Demised Premises used by Lessee for vehicle traffic and parking. Paving shall include asphalt or concrete.

3.11 Dust Mitigation. Lessee shall implement and comply with reasonable policies and procedures designed to mitigate against dust emissions caused by vehicular traffic on the Demised Premises.

SECTION 4. ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST. Lessee may not encumber by mortgage, deed of trust or other financial instrument, the Demised Premises without the prior written consent of Lessor which consent shall not be unreasonably withheld.

SECTION 5. TAXES.

5.1 Lessee agrees to pay to City as additional rent an amount equal to real estate 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.

5.2 During the Term of this Lease, Lessee further agrees to pay all other taxes, fees, rates, charges, levies, general assessments and special assessments for which Lessor is entitled to impose under statute or ordinance due to the actions or inactions of Lessee, of every name, nature and kind, whether now known to the law or hereafter created which may be taxed, charged, assessed, levied or imposed upon the real estate of the Demised Premises and which become payable during the term hereof and which would become

delinquent if not so paid during the term hereof, any buildings or improvements thereon which may be taxed, charged, assessed, levied or imposed upon the leasehold estate hereby created and upon the real estate of the Demised Premises during the Term hereof and which become payable during the term hereof and which would become delinquent if not so paid during the Term hereof, and all such taxes, fees, rates, charges, levies and assessments shall be paid by Lessee as they become due and before they become delinquent during the Term hereof.

5.3 Lessee agrees to timely pay all taxes, fees, assessments or other public charges levied or assessed by lawful authority (but reasonably preserving Lessee's rights of appeal) against its personal property on the Demised Premises, during the Term of this Lease.

5.4 Nothing herein shall require Lessee to pay any of Lessor's income taxes, surtaxes, excess profit taxes or any taxes on the rents or other amounts reserved or paid to Lessor hereunder.

5.5 Lessee shall at all times have the right to challenge or contest in good faith, in any proper proceedings, in the name of Lessor if necessary, the amount, valuation, payment or satisfaction of any such taxes, fees, assessments, rates, charges or levies so agreed to be paid by Lessee if the amount, valuation or validity thereof, or the right to assess or levy the same against or collect the same from said Demised Premises or Lessee's improvements, shall be disputed, and Lessor shall provide reasonable cooperation in support of any such challenge or contest by Lessee unless Lessor is the entity imposing such taxes, fees, assessments, rates, charges or levies. Upon the conclusion of any such suit or proceedings Lessee shall promptly pay and satisfy such disputed tax, fee, assessment or other charge as finally determined, together with all expenses, costs and attorneys' fees whatsoever incurred in connection therewith.

SECTION 6. REPAIRS.

6.1 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, including all sidewalks, curbs, and all appurtenances upon Demised Premises, and the dolphins and structures in the channel adjacent to and serving the Demised Premises and the Option Property for so long as the Option Property is used by Lessee, in good order, condition and repair, and in a safe, clean and neat condition, casualties and ordinary wear and tear excepted. 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, during Lessee's normal business hours and while accompanied by Lessee, conduct an annual inspection of the Demised Premises to determine Lessee's compliance with this Section 6.

6.2 Except for the storm sewer, levee, and floodwall, Lessor shall have no obligation

to Lessee for any maintenance expense of any kind on the Demised Premises, including but not limited to sidewalks, private roads, or railroad tracks. Lessor reserves a right of access to the levee and floodwall at all times with reasonable advance notice to Lessee for Lessor's operation and maintenance of the levee and floodwall, provided that Lessor shall make reasonable efforts not to interfere with Lessee's operations.

SECTION 7. ALTERATIONS. Lessee shall not, without Lessor's prior written consent, which consent shall not be unreasonably withheld or delayed, make any alteration, addition, or modification to any improvement on the Demised Premises that exceeds One Hundred Thousand Dollars (\$100,000.00) in cost. Any alteration, addition, or modification of less than One Hundred Thousand Dollars (\$100,000.00) shall not require Lessor's consent. By executing this Lease, Lessor hereby grants Lessee written consent to construct or modify the Improvements on the Demised Premises described in Section 3 as well as the Rail Improvements, subject to the requirements in Section 3.

SECTION 8. COMPLIANCE WITH LAW.

8.1 During the term of this Lease, Lessee shall comply with all local, state and federal laws applicable to Lessee's use of the Demised Premises, including but not limited to the Americans with Disabilities Act and the Smokefree Air Act, Iowa Code Section 142D.3. 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.

8.2 Lessee shall also at all times comply with all regulations governing the use of the USACE Permitted Area shown on Exhibit A. In the event Lessee elects to construct an entrance to the USACE Permitted Area, any such construction shall require the prior written approval of Lessor, which shall not be unreasonably withheld, and the United States Army Corps of Engineers. Lessee shall be solely responsible for the cost of any such entrance.

SECTION 9. USE OF DEMISED PREMISES.

9.1 Lessee shall not knowingly use or allow the Demised Premises or any buildings or improvements thereon, to be used or occupied for any unlawful purpose or in violation of any certificate of occupancy. Lessee shall not engage in any act or permit any condition to exist within the Demised Premises or in any improvement thereon, or permit any article to be brought therein, which is inherently dangerous, unless safeguarded as required by law, or which, in law, constitutes a public nuisance, or which makes void or voidable any insurance in force with respect thereto.

SECTION 10. PARKING. Lessee shall prohibit its employees from parking in City-owned parking stalls anywhere southwest of the railroad bridge in the Port of Dubuque.

SECTION 11. INSURANCE.

11.1 Lessee shall maintain during the Term of this Lease insurance as set forth in the City's Standard Insurance Schedule for Lessees of City Property. The insurance coverage limits in such uniform, standardized schedule may from time to time be reasonably amended. The Insurance Schedule is attached to this Lease as Insurance Schedule A. Lessor shall provide written notice of any rate limit amendment to the Insurance Schedule not less than sixty days prior to the effective date of such amendment.

11.2 Lessee shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the reasonable request of City shall furnish proof of such insurance), property insurance against loss and/or damage to improvements under an insurance policy written on the Special Perils Form in an amount not less than the full insurable replacement value of the Improvements. The term "replacement value" shall mean the actual replacement cost of the Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) 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.

11.3 Lessee agrees to promptly notify City in the case of damage exceeding \$250,000 in amount to, or destruction of, Improvements or any portion thereof resulting from fire or other casualty. Net proceeds of any such insurance ("Net Proceeds"), shall be paid directly to Lessee, and Lessee, in its sole discretion, may remove or repair, reconstruct, restore, or replace the Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage subject to the requirements of the City of Dubuque Code of Ordinances and, to the extent necessary to accomplish such repair, reconstruction and restoration, Lessee may apply the Net Proceeds of any insurance relating to such damage received by Lessee to the payment or reimbursement of the costs thereof. Lessee shall notify Lessor of any damage to the flood wall regardless of the amount of such damage.

11.4 Lessee shall complete the removal, replacement, repair, reconstruction or restoration of improvements, whether or not the Net Proceeds of insurance received by Lessee for such purposes are sufficient.

SECTION 12. LESSOR'S WARRANTIES AND REPRESENTATIONS.

12.1 Lessor's Representation of Good Title. Lessor covenants and warrants that Lessor is lawfully seized in possession of the Demised Premises, and that it has full right and authority to enter into this Lease for the full Term hereof, and covenants and agrees that upon paying the rent provided for herein, and upon Lessee's performing the covenants and agreements of this Lease required to be performed by said Lessee, that it will have, hold and enjoy quiet possession of the Demised Premises. Lessor warrants to Lessee that the Demised Premises are properly zoned for the conduct of the operation of Lessee's business. Lessor otherwise covenants and warrants that it has full authority to grant the rights set forth herein.

12.2 Lessor makes no representations or warranties as to the condition, including environmental condition, of the Demised Premises and Lessee accepts the Demised Premises as is.

SECTION 13. LESSEE'S WARRANTIES AND REPRESENTATION.

13.1 Lessee Compliance With Law. Lessee shall comply with all applicable local, state and federal laws, rules, regulations and permits with regard to the Demised Premises and its use and occupancy of the Demised Premises.

13.2 Environmental Matters.

(1) Lessee covenants and agrees that Lessor shall have no responsibility for or liability arising from any release of a Hazardous Substance which is caused by or results from Lessee or Lessee's use of the Demised Premises, except for Lessor Hazardous Substances (any Hazardous Substance which leaches or migrates upon the Demised Premises from any property owned by Lessor) of Lessor or any third party authorized by Lessor to use the Demised Premises and relating to the use of Demised Premises Tracks by the same. Notwithstanding any other provision of this Lease, Lessee shall not have any responsibility for any Hazardous Substance which leaches or migrates upon the Demised Premises from any adjacent property or any release of a Hazardous Substances which is caused by Lessor or any third party utilizing the Demised Premises Tracks or which pre-exists the date of this Lease; provided, however, that Lessee shall be responsible for pre-existing releases to the extent caused by Lessee. Lessee shall provide reasonable cooperation, assistance, and access to Lessor or other parties investigating and/or responding to a threatened or actual release of a Hazardous Substance.

(2) Lessee covenants and agrees to promptly notify Lessor of any release of a Hazardous Substance in, on or about the Demised Premises, the shoreline along the Demised Premises or the channel adjacent to the Demised Premises, of which Lessee has actual knowledge.

(3) Lessee covenants and agrees to promptly take any and all necessary response required by an environmental regulatory authority having jurisdiction to address any release of a Hazardous Substance for which Lessee is responsible under this Section following advance notice to Lessor. Such response shall include, without limitation, notification to appropriate governmental authorities, as may be required by law.

(4) Lessee covenants and agrees to not manufacture, treat or dispose of Hazardous Substances at the Demised Premises, the shoreline along the Demised Premises or the channel adjacent to the Demised Premises, or allow the manufacture, treatment, or disposal of Hazardous Substances on the Demised Premises, the shoreline along the Demised Premises or the channel adjacent to the Demised Premises. Lessee shall use and store on the Demised Premises, the

shoreline along the Demised Premises or the channel adjacent to the Demised Premises, only those Hazardous Substances as are associated with its regular business activities, and then only as allowed by law.

(5) For the purposes of this Lease, "Hazardous Substance" or "Hazardous Substances" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government, the State of Iowa or the United States Government. It includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" or "hazardous waste" under Chapter 455B, Iowa Code, (ii) petroleum and petroleum products, (iii) asbestos containing materials in any form or condition, (iv) designated as a "hazardous substance" pursuant to 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1321), (v) defined as a "hazardous waste" pursuant to § 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., (vi) defined as a "hazardous substance" pursuant to § 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., or (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. § 6991 et seq. The term "Hazardous Substance" shall not include any air emissions discharged into the atmosphere as allowed by a duly issued permit from the applicable governmental agency.

SECTION 14. INDEMNIFICATION.

14.1 Indemnification of Lessee. To the extent allowed by law, Lessor will defend, indemnify and save harmless Lessee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Lessee by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Demised Premises, the shoreline along the Demised Premises, the channel adjacent to the Demised Premises or, if Lessee constructs the Rail Improvements pursuant to Section 3.7, the Rail Improvements, resulting from any act or omission of Lessor its agents, employees, lessee's or invitees, (b) any failure on the part of Lessor to perform or comply with any of the terms of this Lease, (c) any breach on the part of Lessor of any warranty or representation contained in Section 12, and (d) any Hazardous Substance on the Demised Premises, the shoreline along the Demised Premises or the channel adjacent to the Demised Premises, which is not the responsibility of Lessee pursuant to Section 13.2(1). In case any action, suit or proceeding is brought against Lessee by reason of such occurrence, Lessor will, at Lessor's expense and discretion, either defend such action, suit or proceeding, or cause the same to be defended by counsel approved by Lessee, which approval will not be unreasonably withheld.

14.2 Indemnification of Lessor. Lessee will defend, indemnify and save harmless Lessor from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and

expenses) imposed upon or incurred by or asserted against Lessor by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Demised Premises, the shoreline along the Demised Premises, the channel adjacent to the Demised Premises or, if Lessee constructs the Rail Improvements pursuant to Section 3.7, the Rail Improvements, during the Term of this Lease and resulting from any negligence of Lessee or anyone claiming by, through or under Lessee during the Term of the Lease and (b) any failure on the part of Lessee to perform or comply in any material respect with any of the material terms of this Lease, (c) any material breach on the part of Lessee of any warranty or representation contained in Section 12, and (d) any Hazardous Substance on the Demised Premises, the shoreline along the Demised Premises or the channel adjacent to the Demised Premises and the area shown on Exhibit E, which is the responsibility of Lessee pursuant to Section 13.2(1). 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.

14.3 Survival. The obligations and liabilities under this Section shall survive and continue in full force and effect and shall not be terminated, discharged or released, in whole or in part, irrespective of the termination or expiration of the term of this Lease.

SECTION 15. CONDEMNATION.

15.1 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.

15.2 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:

(1) To Lessor, the amount of the award attributable to the real estate constituting 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 improvements constructed and all other sums not directly attributable to the value of the real estate constituting the Demised Premises;

(2) To Lessee, the entire award except that portion allocated to Lessor above.

15.3 Partial Condemnation.

(1) 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 15.2, 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 Rent shall be reduced in proportion to the area of the Demised Premises taken.

(2) Should Lessee elect to terminate this Lease upon a partial condemnation, Lessee shall provide Lessor with written notice of such election within thirty (30) days after the date of vesting of title for such taking. Lessee shall specify in such written notice the date on which this Lease shall terminate, which date shall be not less than 60 days nor more than 360 days after delivery of such notice to Lessor (the Termination Date). In the event Lessee terminates this Lease, Lessee shall be entitled to the entire award for such partial taking.

15.4 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.

SECTION 16. ASSIGNMENT AND SUBLETTING. This Lease may not be assigned by Lessee without the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed, except to a third party acquiring all or substantially all of Lessee's assets related to this Lease.

SECTION 17. DEFAULT.

17.1 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 one hundred eighty (180) days or in the event such cure relies on the consent or involvement of any regulatory authority, railroad or other third party or is due to Force Majeure such time as a cure can reasonably be effected by promptly initiating and diligently continuing reasonable efforts, then and in any such event, 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.

17.2 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 one hundred eighty (180) days, or in the event such cure relies on the consent or involvement of any regulatory authority, railroad or other third party or is due to Force Majeure such time as a cure can reasonably be effected by promptly initiating and diligently continuing reasonable efforts, then and in any such event, Lessee shall have all rights available to it provided by law or equity.

SECTION 18. RIGHT TO CURE OTHER'S DEFAULTS. Whenever and as often as a party shall fail or neglect to comply with and perform any term, covenant, condition or agreement to be complied with or performed by such party hereunder, then, following thirty (30) days' prior written notice to such defaulting party (or such additional time to cure as may be accorded pursuant to 17.1 above, but in no event longer than ninety (90) days), the other party, at such other party's option, in addition to all other remedies available to such other party, may perform or cause to be performed such work, labor, services, acts or things, and take such other steps, including entry onto the Demised Premises and the improvements thereon, as such other party may deem advisable, to comply with and perform any such term, covenant, condition or agreement which is in default, in which event such defaulting party shall reimburse such other party upon demand, and from time to time, for all costs and expenses suffered or incurred by such other party in so complying with or performing such term, covenant, condition or agreement. The commencement of any work or the taking of any other steps or performance of any other act by such other party pursuant to the immediately preceding sentence shall not be deemed to obligate such other party to complete the curing of any term, covenant, condition or agreement which is in default.

SECTION 19. 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. Notwithstanding the foregoing, Lessor shall have the right upon reasonable notice to Lessee, but not more frequently than once per calendar quarter, to enter the Demised Premised at any reasonable time during Lessee's normal business hours to determine whether Lessee is in compliance with the requirements of this Lease.

SECTION 20. 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 to the extent true, a certificate stating (a) that this Lease is unmodified and in force and effect (or if there have been modifications, that this Lease is in force and effect as modified, and identifying the modification agreements), (b) the date to which rent has been paid, (c) whether or not there is any existing default by Lessee in the payment of any rent or other sum of money hereunder, and whether or not there is any other existing default by either party hereto with respect to which a notice of default has been served, and, if there is any such default, specifying the nature and extent thereof; and (d) whether or not there are any setoffs, defenses or counterclaims against enforcement of the obligations to be performed hereunder existing in favor of the party executing such certificate.

SECTION 21. 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.

SECTION 22. SURRENDER. Lessee shall, on the last day of the Term of this Lease or upon any termination of this Lease, surrender and deliver 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 whatsoever by Lessor on account of or for any buildings and improvements erected or maintained on the Demised Premises at the time of the surrender. Lessee's Trade Fixtures, personal property, equipment, materials 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. If Lessee fails to remove any Lessee's Trade Fixtures, personal property, equipment, materials or other belongings from the Demised Premises within 30 days of the expiration date of this lease, they will immediately become property of the Lessor. Any costs incurred by Lessor having to remove, relocate, handle, store, sell or dispose of Lessee's items described in this Section shall be paid for by Lessee.

SECTION 23. 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 Rent payable hereunder.

SECTION 24. NOTICES.

24.1 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, or by UPS or FEDEX with proof of receipt addressed as follows:

TO LESSOR: City of Dubuque, Iowa
City Manager
City Hall
50 West 13th Street
Dubuque IA 52001

WITH COPY TO: City Attorney
City Hall
50 West 13th Street
Dubuque IA 52001

TO LESSEE: Viterra USA Grain, LLC
1331 Capitol Ave
Omaha, NE 68102
Attention: Legal Department

WITH COPY TO: Viterra USA Grain LLC
505 East 7th Street
Dubuque, Iowa 52001
Attn: Jay Boucher

24.2 The address to which any notice, demand or other writing may be given or made or sent to any party as above provided may be changed by written notice given by the party as above provided.

SECTION 25. MISCELLANEOUS.

25.1 Time of the Essence. Time is of the essence of this Lease and all of its provisions.

25.2 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.

25.3 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.

25.4 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.

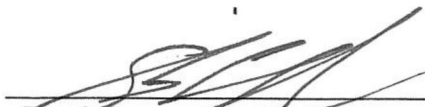
25.5 Parties Bound. This Lease shall be binding on and shall inure to the benefit of and shall apply to the respective successors and assigns of Lessor and Lessee. All references in this Lease to "Lessor" or "Lessee" shall be deemed to refer to and include successors and assigns of Lessor or Lessee without specific mention of such successors or assigns.

25.6 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.

SECTION 26. DISPUTE RESOLUTION. Lessor and Lessee agree that prior to the commencement of any judicial proceeding for any controversy arising out of or relating to the construction or interpretation of this Lease, the parties will engage in mediation in accordance with the Commercial Arbitration Rules of the U. S. Arbitration & Mediation, Midwest ("USA&M") or the American Arbitration Association ("AAA"). The parties shall divide equally all costs of mediation which shall be paid immediately upon billing by the mediation service.

SIGNATURE PAGE FOLLOWS

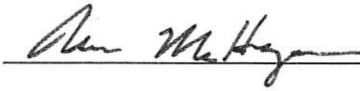
LESSOR:
CITY OF DUBUQUE, IOWA

By: 
Brad Cavanagh, Mayor

Attest:

By: 
Adrienne N. Breitfelder, City Clerk

LESSEE:
VITERRA USA GRAIN, LLC

By: 

LIST OF EXHIBITS

EXHIBIT A Demised Premises through Premises Reduction Date

EXHIBIT A-1 Demised Premises beginning Premises Reduction Date

EXHIBIT B Lessee's New Improvements

EXHIBIT C Commercial Street (aka East 7th Street) Landscaping

EXHIBIT D Existing Storm Sewer – Proposed 7th Street Alignment

EXHIBIT E Rail Improvements

INSURANCE SCHEDULE A

EXHIBIT A

DEMISED PREMISES THROUGH THE PREMISES REDUCTION DATE



EXHIBIT A-1

DEMISED PREMISES BEGINNING ON THE PREMSIES REDUCTION DATE

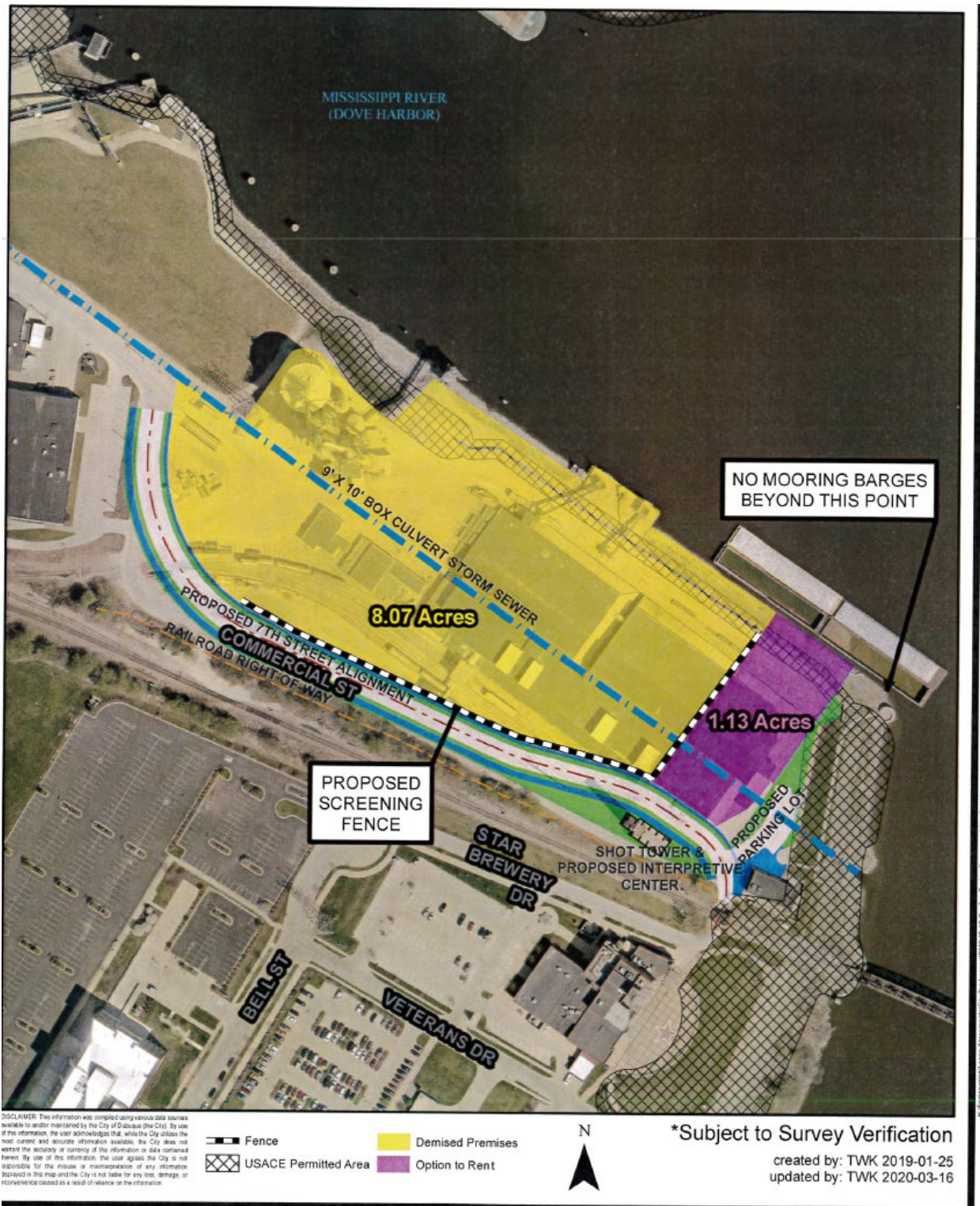
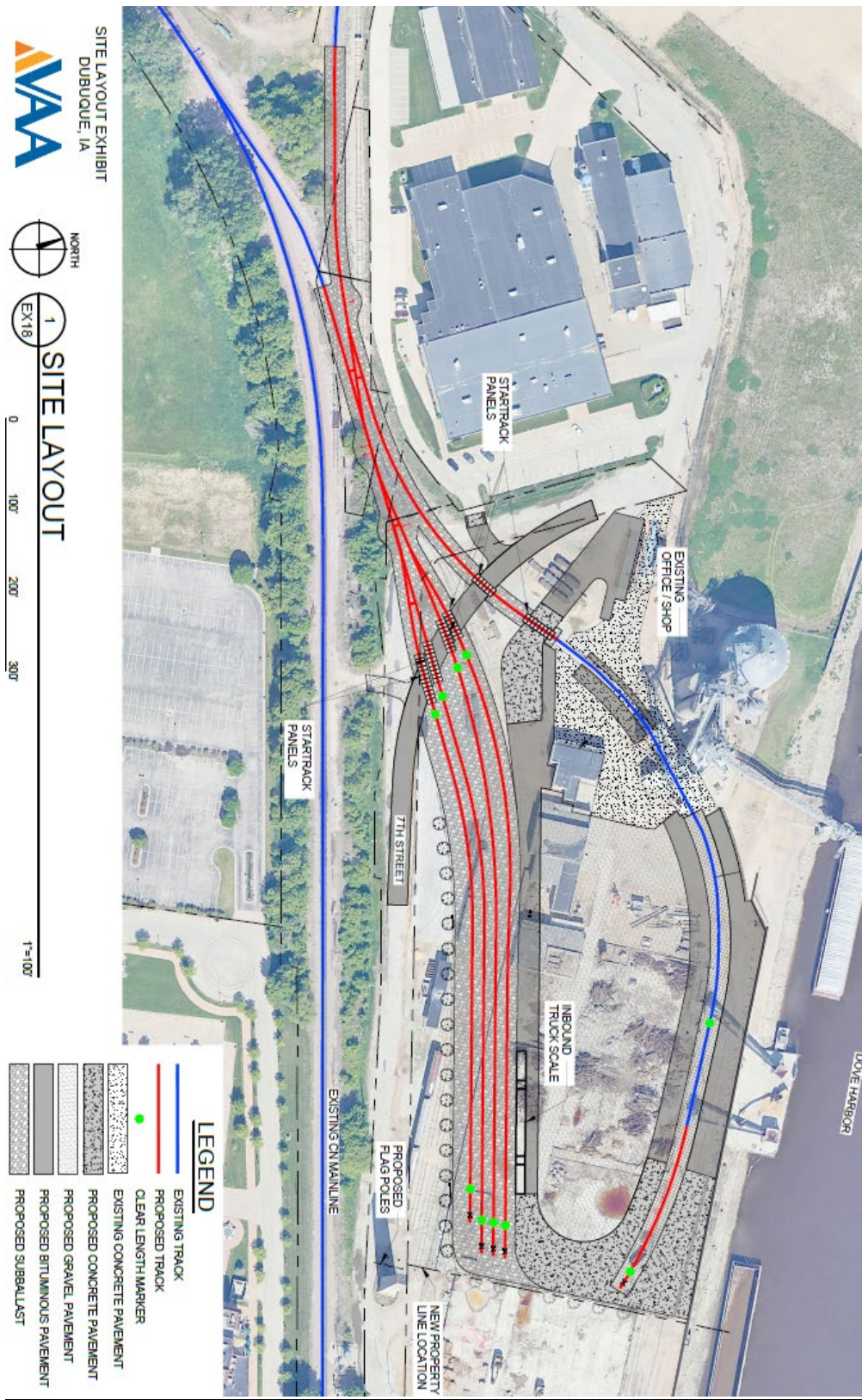


EXHIBIT B
LESSEE'S NEW IMPROVEMENTS



Example Fencing Improvements
(Exhibit B Continued)



Example Tree Line Improvements (Arborvitae Variety)

(Exhibit B Continued)



Example of Proposed Shop
(Exhibit B Continued)



EXHIBIT C

COMMERCIAL STREET (aka EAST 7TH STREET) LANDSCAPING









EXISTING STORM SEWER – PROPOSED 7TH STREET ALIGNMENT

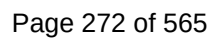
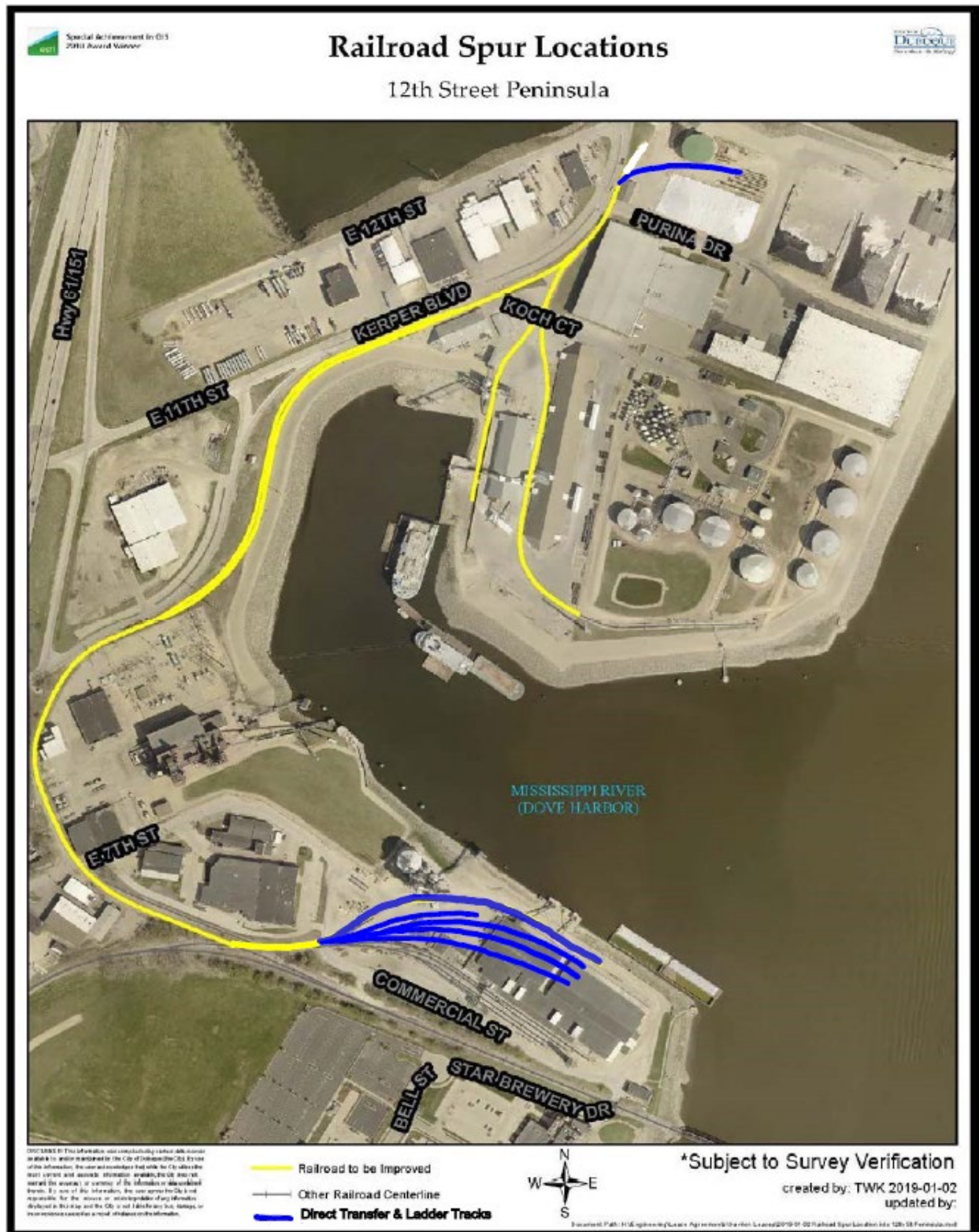


EXHIBIT E

RAIL IMPROVEMENTS



INSURANCE SCHEDULE A

1. Gavilon Grain, LLC shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the lease, license, or permit commencement. All lessees of City property and right of way licensees or permittees shall submit an updated certificate annually. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Lease Agreement dated as of July 1, 2020.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. The lessee, licensee, or permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of the lease, license, or permit.
6. All required endorsements shall be attached to certificate.
7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The lessee, licensee, or permittee must identify and list in writing all deviations and exclusions from the ISO form.
8. If lessee's, licensee's, or permittee's limits of liability are higher than the required minimum limits then the lessee's, licensee's, or permittee's limits shall be this agreement's required limits.
9. Lessee, licensee, or permittee shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Lessee, licensee, or permittee agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the lessee, licensee, or permittee.
10. Lessee, license & permittees shall be responsible for deductibles and self-insured retention.

INSURANCE SCHEDULE A (Continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General 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 0001, 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.
- 5) If lessee, licensee, or permittee utilizes Trikkies or Segways in the conduct of business, include an endorsement reflecting that these vehicles are not excluded from Commercial General Liability coverage.
- 6) Policy shall include Waiver of Right to Recover from Others Endorsement.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

Nonelection of Workers' Compensation or Employers' Liability Coverage under Iowa Code sec. 87.22. Completed form must be attached.

INSURANCE SCHEDULE A (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.

Each occurrence	\$2,000,000
Policy Aggregate	\$4,000,000

- 1) Policy to include job site and transportation coverage.
- 2) Include additional insured for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2010. (Ongoing operations) or its equivalent and CG2037(completed operations) or its equivalent.
- 3) Include Preservation of Governmental Immunities Endorsement.
- 4) Provide evidence of coverage for 5 years after completion of project.

D) PROPERTY INSURANCE REQUIRED BY LEASE, LICENSE, OR PERMIT

☒ yes ☐ no

Evidence of property coverage provided: ☐ yes

Include the City of Dubuque as Lender Loss Payable.

E) RIGHT-OF-WAY WORK ONLY:

UMBRELLA/EXCESS	\$1,000,000
-----------------	-------------

☒ yes ☐ no

Umbrella/excess liability coverage must be at least following form with the underlying policies included herein.

F) FLOOD INSURANCE

☒ yes ☐ no

Full replacement value.

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)

RESOLUTION NO. ____-26

SETTING A PUBLIC HEARING TO CONSIDER THE FIRST AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND VITERRA USA GRAIN, LLC FOR REAL PROPERTY IN THE CITY OF DUBUQUE, IOWA

WHEREAS, The City of Dubuque, Iowa (City) previously entered into a Lease Agreement dated May 5, 2025, with Viterra USA Grain, LLC (Viterra) under which Viterra leases the following-described real property located on Commercial Street (aka East Seventh Street) in Dubuque County, Iowa (the Property):

as shown on Exhibit A attached to the Amended and Restated Lease Agreement

WHEREAS, Viterra and City wish to amend the Amended and Restated Lease Agreement with the First Amendment to the Amended and Restated Lease Agreement attached hereto; and

WHEREAS, the City Council finds that it is in the best interest of the City to approve the Amended and Restated Lease Agreement, subject to the required public hearing.

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

Section 1. The City Clerk is hereby authorized and directed to cause this Resolution and a Notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City Council's intent to approve the proposed First Amendment to the Amended and Restated Lease Agreement, to be held on the 20th day of January, 2026 at 6:30 p.m. at 350 West 6th Street, for the purpose of receiving public input and comment regarding the proposed First Amendment to the Amended and Restated Lease Agreement between City of Dubuque and Viterra USA Grain, LLC.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing the First Amendment to the Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa and Viterra USA Grain, LLC.

Section 3. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting.

Passed, approved and adopted this ____ day of _____, _____.

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 20th 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 the First Amendment to the Amended and Restated Lease Agreement between the City of Dubuque and Viterro USA Grain, 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 5th day of January 2025.

Adrienne N. Breittfelder, CMC, City Clerk

**City of Dubuque
City Council**

ITEMS SET FOR PUBLIC HEARING # 2.

ITEM TITLE: Grand Harbor Hotel - Assignment of Development Agreement

SUMMARY: City Manager recommending City Council set a public hearing for January 20, 2026, for the assignment of the Development Agreement for the Grand Harbor Hotel from Westdale Capital Investors 3, LP to RG Hospitality, LLC.
RESOLUTION Fixing The Date For A Public Hearing Of The City Council Of The City Of Dubuque, Iowa On An Assignment Of The Development Agreement Between The City Of Dubuque, Iowa And Westdale Capital Investors 3, LP As Successor In Interest To Platinum Holdings, LLC To RG Hospitality, LLC, 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 20, 2026

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Notice of Public Hearing
4. Resolution
5. Assignment of Development Agreement-Westdale Signature
6. Assignment of Development Agreement-RG Hospitality Signature

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

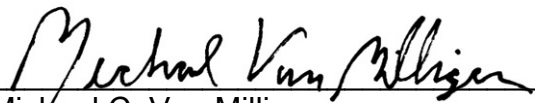
SUBJECT: Grand Harbor Hotel
Assignment of Development Agreement and Lease Agreement

DATE: December 29, 2025

City Attorney Crenna Brumwell is recommending City Council set a public hearing for January 20, 2026, for the assignment of the Development Agreement and Lease Agreement for the Grand Harbor Hotel from Westdale Capital Investors 3, LP to RG Hospitality, LLC.

This public hearing was previously set for January 5, 2026, and through this new resolution is being changed to January 20, 2026.

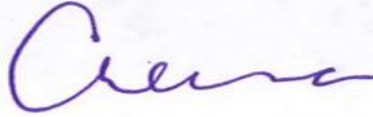
I concur with the recommendation and respectfully request Mayor and City Council approval.



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 23, 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. RG Hospitality, LLC purchased the property at the foreclosure sale. An assignment from Westdale to RG Hospitality, LLC for both the Development Agreement and lease is appropriate.

I respectfully request approval of the assignments from Westdale to RG Hospitality, LLC be set for public hearing on January 20, 2026.

**CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 20th 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 RG Hospitality, 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 _____ day of January 2026.

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 RG HOSPITALITY, LLC, 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 RG Hospitality, LLC (RG Hospitality, LLC); 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 RG Hospitality, LLC; 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 RG Hospitality, LLC; to be held on the 20th 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 RG Hospitality, LLC.

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 _____, 2026.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**ASSIGNMENT OF DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, WESTDALE CAPITAL INVESTORS 3, LP AS
SUCCESSOR IN INTEREST TO PLATINUM HOLDINGS, LLC., TO RG
HOSPITALITY, LLC**

This Assignment Agreement, dated for reference purposes the 24th day of December, 2025, 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 RG Hospitality, LLC, a South Dakota limited liability company .

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 RG Hospitality, LLC; 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 RG Hospitality, LLC all of its rights, title and interest in the Development Agreement with the City.

Section 2. RG Hospitality, LLC 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.**

RG HOSPITALITY, LLC

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

**ASSIGNMENT OF DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, WESTDALE CAPITAL INVESTORS 3, LP AS
SUCCESSOR IN INTEREST TO PLATINUM HOLDINGS, LLC., TO RG
HOSPITALITY, LLC**

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 RG Hospitality, LLC, a South Dakota limited liability company .

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 RG Hospitality, LLC; 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:

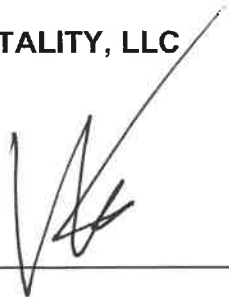
Section 1. Westdale here assigns to RG Hospitality, LLC all of its rights, title and interest in the Development Agreement with the City.

Section 2. RG Hospitality, LLC 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.**

RG HOSPITALITY, LLC

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
City Council**

ITEMS SET FOR PUBLIC HEARING # 3.

ITEM TITLE:	Grand Harbor Hotel - Assignment of Lease Agreement
SUMMARY:	City Manager recommending City Council set a public hearing for January 20, 2026, for the assignment of the Lease Agreement for the Grand Harbor Hotel from Westdale Capital Investors 3, LP to RG Hospitality, LLC. 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 RG Hospitality, LLC, 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 20, 2026
ATTACHMENTS:	1. MVM Memo 2. Staff Memo 3. Resolution 4. Notice of Public Hearing 5. Assignment of Lease Agreement-Westdale 6. Assignment of Lease-RG Hospitality

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

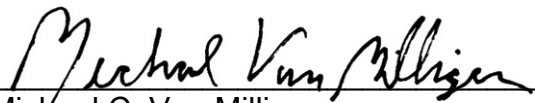
SUBJECT: Grand Harbor Hotel
Assignment of Development Agreement and Lease Agreement

DATE: December 29, 2025

City Attorney Crenna Brumwell is recommending City Council set a public hearing for January 20, 2026, for the assignment of the Development Agreement and Lease Agreement for the Grand Harbor Hotel from Westdale Capital Investors 3, LP to RG Hospitality, LLC.

This public hearing was previously set for January 5, 2026, and through this new resolution is being changed to January 20, 2026.

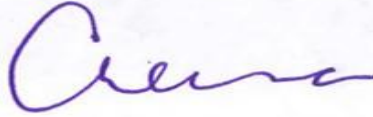
I concur with the recommendation and respectfully request Mayor and City Council approval.



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 23, 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. RG Hospitality, LLC purchased the property at the foreclosure sale. An assignment from Westdale to RG Hospitality, LLC for both the Development Agreement and lease is appropriate.

I respectfully request approval of the assignments from Westdale to RG Hospitality, LLC be set for public hearing on January 20, 2026.

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 RG HOSPITALITY, LLC, 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 RG Hospitality, LLC; 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 RG Hospitality, LLC'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 RG Hospitality, LLC; to be held on the 20th 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 RG Hospitality, LLC.

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 _____, 2026.

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 20th 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 RG Hospitality, 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 _____ day of January 2026.

Adrienne N. Breittfelder, CMC, City Clerk

**ASSIGNMENT OF LEASE AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, WESTDALE CAPITAL INVESTORS 3, LP AS
SUCCESSOR IN INTEREST TO PLATINUM HOLDINGS, LLC., TO RG
HOSPITALITY, LLC**

This Assignment Agreement, dated for reference purposes the 29th day of December, 2025, 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 RG Hospitality, LLC, a South Dakota limited liability corporation.

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 RG Hospitality, LLC; 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 RG Hospitality, LLC all of its rights, title and interest in the Lease Agreement with the City.

Section 2. RG Hospitality, LLC 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.**

RG HOSPITALITY, LLC

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 N. 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.

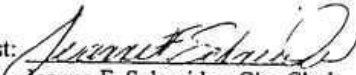
24.7 Conflict. To the extent there is a conflict of terms between the Development Agreement and this Lease, the terms of the Development Agreement shall control.

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.

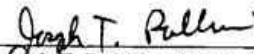
LESSOR:

CITY OF DUBUQUE, IOWA

Attest:


Jeanne F. Schneider, City Clerk

By:


Joseph T. Robbins, Mayor Pro Tem

LESSEE:

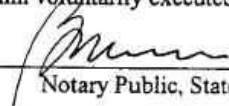
PLATINUM HOLDINGS, LLC

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.

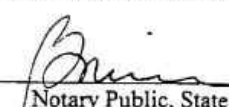

Notary Public, State of Iowa

EXHIBIT "A"

LEGAL DESCRIPTION OF DEMISED PREMISES

**ASSIGNMENT OF LEASE AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, WESTDALE CAPITAL INVESTORS 3, LP AS
SUCCESSOR IN INTEREST TO PLATINUM HOLDINGS, LLC., TO RG
HOSPITALITY, LLC**

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 RG Hospitality, LLC, a South Dakota limited liability corporation.

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 RG Hospitality, LLC; 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 RG Hospitality, LLC all of its rights, title and interest in the Lease Agreement with the City.

Section 2. RG Hospitality, LLC 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.**

RG HOSPITALITY, LLC

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 N. 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

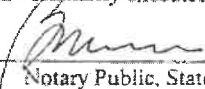
LESSEE:

PLATINUM HOLDINGS, LLC

By: 
James P. Rix, Manager

STATE OF IOWA, DUBUQUE COUNTY) ss:

On this 5th 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.

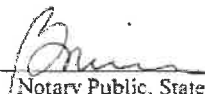

Notary Public, State of Iowa

EXHIBIT "A"

LEGAL DESCRIPTION OF DEMISED PREMISES

**City of Dubuque
City Council**

PUBLIC HEARINGS # 1.

ITEM TITLE: Tanglewood Court Storm Sewer Extension Project Public Hearing

SUMMARY: Proof of publication on notice of public hearing to consider City Council 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, and City Manager recommending approval.
RESOLUTION Tanglewood Court Storm Sewer Extension Project: Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost

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

ATTACHMENTS:

1. MVM Memo
2. Tanglewood Ct Storm Sewer Ext - Council Staff PH MEMO
3. Tanglewood Ct Storm Sewer Ext - Council PH RESOLUTION

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

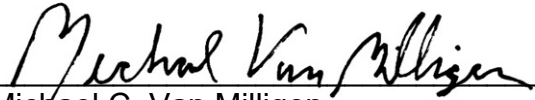
SUBJECT: Tanglewood Court Storm Sewer Extension Project
Public Hearing
Project No. 5586500044

DATE: December 29, 2025

Assistant City Engineer Robert Schiesl is recommending City Council 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
Robert Schiesl, Assistant City Engineer
Maxwell O'Brien, Civil Engineer
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager

TO: Michael C. Van Milligen, City Manager
FROM: Robert Schiesl, Assistant City Engineer
DATE: December 18, 2025
SUBJECT: Tanglewood Court Storm Sewer Extension Project
Public Hearing
Project No. 5586500044

INTRODUCTION

This memorandum and attached resolution is in reference to the City Council public hearing 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 outfall reconstruction and stabilization. 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 that the City Council conduct a public hearing and approve the plans, specifications, form of contract and construction estimate for the Tanglewood Court Storm Sewer Extension Project.

BUDGET IMPACT

The estimate of probable cost for the Tanglewood Court Storm Sewer Extension Project is summarized as follows:

Description	Estimate
Construction	\$ 131,501.54
Contingency (10%)	13,150.15
Engineering (10%)	13,150.15
Total Project Cost	\$ 157,801.85

The construction of the Tanglewood Court Storm Sewer Extension Project will be covered by the funding source(s) as described below:

Project No.	Description	Amount
5586500044	Tanglewood Court Outfall Stabilization	\$ 160,000.00
Total Project Funding		\$ 160,000.00

ACTION TO BE TAKEN

I respectfully request the City Council 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. _____ -26

**TANGLEWOOD COURT STORM SEWER EXTENSION PROJECT
APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND
ESTIMATED COST**

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; and

WHEREAS, the City Council, by Resolution No. 396-25, dated December 15, 2025, preliminarily approved the plans, specifications, form of contract, and estimated cost for the Tanglewood Court Storm Sewer Extension Project; and

WHEREAS, pursuant to published notice and published advertisement for bids, a public hearing was held on January 5, 2026, on the plans, specifications, form of contract, and estimated cost for the Tanglewood Court Storm Sewer Extension Project.

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

That the attached plans, specifications, form of contract and estimate of total cost for the Tanglewood Court Storm Sewer Extension Project in the estimated construction amount of \$131,501.54, are hereby approved.

Passed, adopted and approved this the 5th day of January 2026.

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breittfelder, City Clerk

**City of Dubuque
City Council**

PUBLIC HEARINGS # 2.

ITEM TITLE: Disposal of City Owned Property North of Cedar Crest Court

SUMMARY: Proof of publication on notice of public hearing to consider City Council adopt the resolution approving for the disposal of City Owned Property lying north of Cedar Crest Court in Dubuque, Iowa to JJR Investments, LLC and BNZ Properties, LLC via Quit Claim Deeds, and City Manager recommending approval.

RESOLUTION Disposing 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)

ATTACHMENTS:

1. MVM Memo
2. Staff Memo
3. Resolution
4. JJRI Quit Claim Deed
5. JJRI Rauen Purchase Agreements
6. BNZP Quit Claim Deed
7. BNZ Property Purchase Agreements
8. Cedar Crest Ct Exhibit A
9. CRF Place No 21 Recorded

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Disposal of City Owned Property North of Cedar Crest Court in Dubuque Iowa

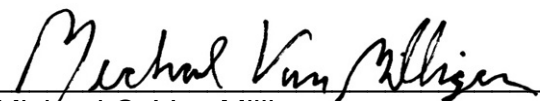
DATE: December 30, 2025

Assistant City Engineer Bob Schiesl is recommending City Council adopt the resolution approving for the disposal of City Owned Property lying north of Cedar Crest Court in Dubuque, Iowa to JJR Investments, LLC and BNZ Properties, LLC via Quit Claim Deeds.

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. The subject property does not include any part of the City's storm water detention basin facility and is not needed by the City, except for the utility and trail easements (already reserved to the City by the recent plat of survey) as described below, in case they are needed in the future.

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
Bob Schiesl, Assistant City Engineer

TO: Michael C. Van Milligen, City Manager

FROM: Bob Schiesl, Assistant City Engineer

SUBJECT: Disposal of City Owned Property North of Cedar Crest Court in Dubuque Iowa

DATE: December 18, 2025

INTRODUCTION

This memorandum requests City Council approval of a resolution 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. In 2018, this property was deeded to the City together with the stormwater detention basin lot by the developer of Cedar Ridge Farm Place No. 15. The subject property does not include any part of the City's storm water detention basin facility and is not needed by the City, except for the utility and trail easements (already reserved to the City by the recent plat of survey) as described below, in case they are needed in the future.

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 am recommending that the properties be conveyed to the JJR Investments, LLC and BNZ Properties, LLC via Quit Claim Deeds as described above. I respectfully request approval of the disposal of the properties described above through adoption of the enclosed resolution.

Prepared by Nate Kieffer, PE/PLS

RESOLUTION NO. ____-25

DISPOSING 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.

WHEREAS, on January 5, 2026, the City Council pursuant to notice published as required by law held a public hearing on its intent to dispose of the foregoing interest in the Property and overruled all objections thereto; and

WHEREAS, the City Council finds that it is in the best interest of the City to approve the disposition of the properties described above.

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

Section 1. The Mayor is hereby authorized and directed to execute the attached Quit Claim Deeds disposing of all of the City's right, title and interest in Lot 1 of Cedar Ridge Farm Place No. 21, in the City of Dubuque, Iowa to JJR Investments, LLC and in Lots 2

and 3 of Cedar Ridge Farm Place No. 21, in the City of Dubuque, Iowa to BNZ Properties, LLC.

Section 2. The City Manager and the City Attorney are authorized to take such further action as is necessary to finalize the sale of the Property.

Passed, approved and adopted this 5th day of January, 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

Prepared by: Crenna Brumwell 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113
Return to: Crenna Brumwell 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113

Tax statement to: JJR Investments LLC
Attorney Susan M. Hess
Hammer Law Firm, PLC
590 Iowa Street
Dubuque, Iowa 52001

QUIT CLAIM DEED

For the consideration of One Dollar and other valuable consideration, the **City of Dubuque, Iowa** does hereby Quit Claim to JJR Investments LLC all its right, title, interest, estate, claim and demand in the following described real estate in Dubuque County, Iowa:

Lot 1 of Cedar Ridge Farm Place No. 21, in the City of Dubuque, Iowa

Subject to a 100-foot-wide public sanitary sewer and recreational trail easement over said Lots 1 per Instrument Number 2025-00010350 in the Dubuque County Recorder's Office.

Exempt: Iowa Code § 428A.2(6) Deed in which a political subdivision of the State of Iowa is the grantor.

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

Dated: _____, 2025

CITY OF DUBUQUE, IOWA

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

STATE OF IOWA, DUBUQUE COUNTY, ss:

On this ____ day of _____, 2025, before me a Notary Public in and for said County and said State, personally appeared Brad M. Cavanagh and Adrienne N. Breitfelder, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk respectively, of the City of Dubuque, Iowa; that said instrument was signed on behalf of said City of Dubuque by authority of Resolution No. ____-25 and that the said Brad M. Cavanagh and Adrienne N. Breitfelder as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary public

**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

Prepared by: Crenna Brumwell 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113
Return to: Crenna Brumwell 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113

Tax statement to: BNZ Properties, LLC
Jason Kubitz
3125 Kaufmann Avenue
Dubuque, Iowa 52001

QUIT CLAIM DEED

For the consideration of One Dollar and other valuable consideration, the **City of Dubuque, Iowa** does hereby Quit Claim to BNZ Properties, LLC all its right, title, interest, estate, claim and demand in the following described real estate in Dubuque County, Iowa:

Lot 2 and Lot 3 of Cedar Ridge Farm Place No. 21, in the City of Dubuque, Iowa

Subject to a 100-foot-wide public sanitary sewer and recreational trail easement over said Lots 2 and 3 per Instrument Number 2025-00010350 in the Dubuque County Recorder's Office.

Exempt: Iowa Code § 428A.2(6) Deed in which a political subdivision of the State of Iowa is the grantor.

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code Section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

Dated: _____, 2025

CITY OF DUBUQUE, IOWA

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

STATE OF IOWA, DUBUQUE COUNTY, ss:

On this ____ day of _____, 2025, before me a Notary Public in and for said County and said State, personally appeared Brad M. Cavanagh and Adrienne N. Breitfelder, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk respectively, of the City of Dubuque, Iowa; that said instrument was signed on behalf of said City of Dubuque by authority of Resolution No. ____-25 and that the said Brad M. Cavanagh and Adrienne N. Breitfelder as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary public

**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.

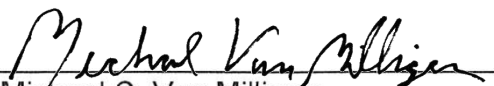
5.2 This Agreement represents the entire Agreement between the parties. There are no verbal additions to this Agreement, and all amendments, additions or changes to this Agreement must be in writing and agreed to by both parties.

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

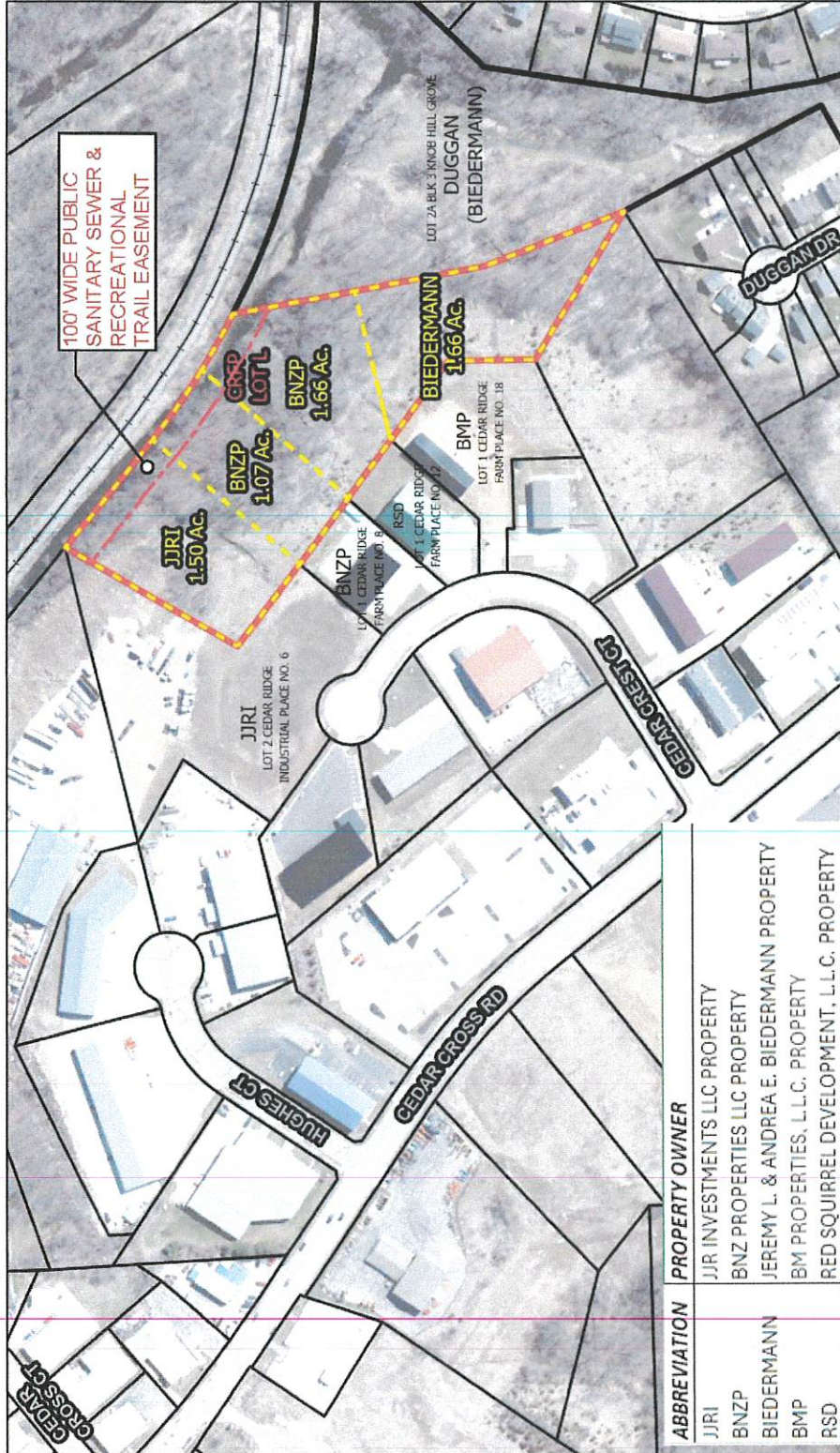
BNZ PROPERTIES, LLC

By: 
Jason Kubitz, Member

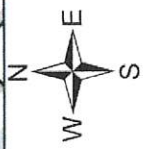
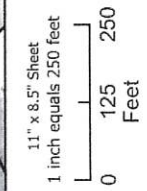
EXHIBIT A



EXHIBIT A



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



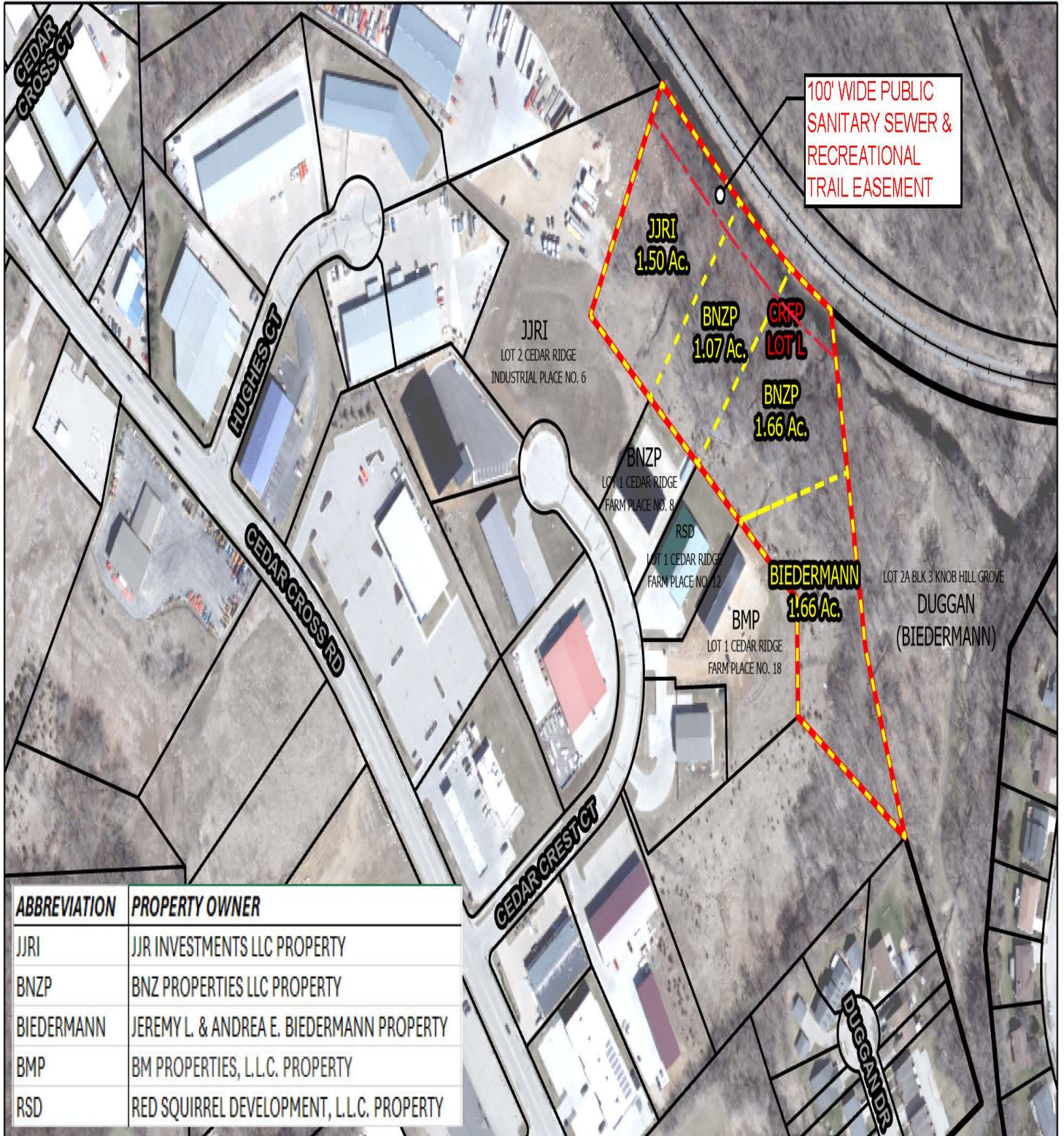
NOTE: ACREAGES ARE APPROXIMATE AND ARE SUBJECT TO CHANGE BASED ON BOUNDARY SURVEY

Map Prepared by: TWK
City of Dubuque
Engineering Division
50 West 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4270
Fax: (563) 589-4205

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

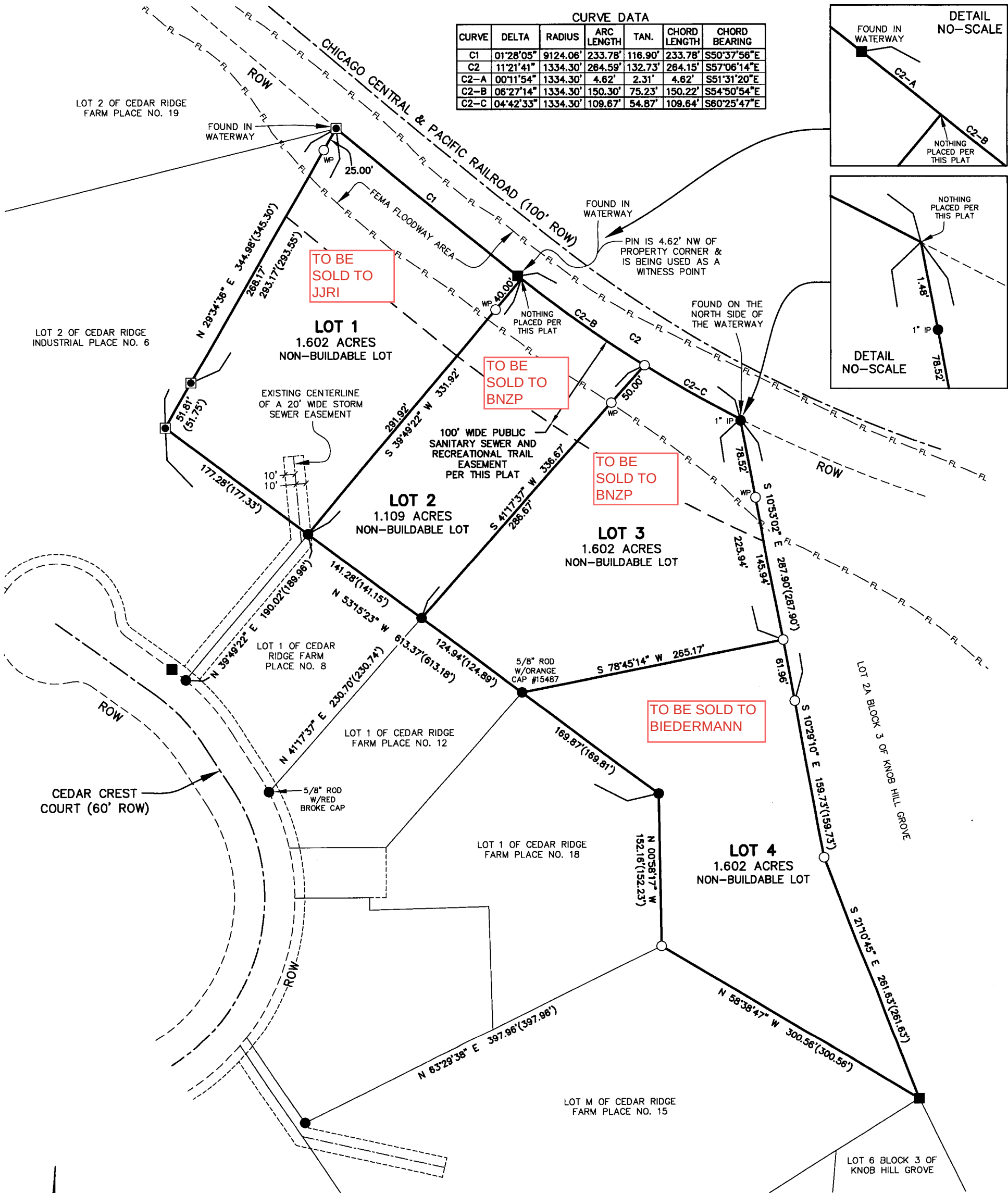
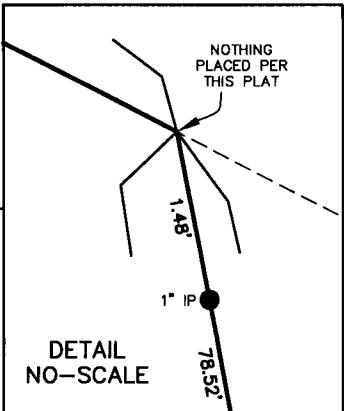
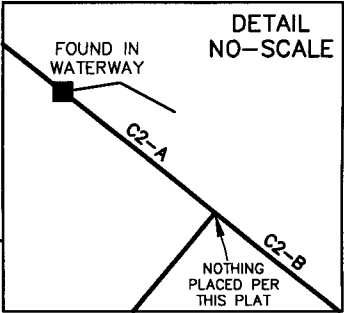
THIS SURVEY IS COMPRISED OF: LOT L OF CEDAR RIDGE FARM PLACE NO. 15, IN THE CITY OF DUBUQUE, IOWA



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**

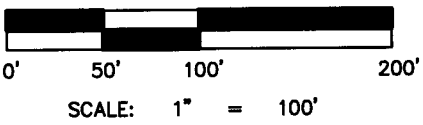
PREPARED BY: TERRY L. KOELKER, BUESING & ASSOCIATES
1212 LOCUST STREET, DUBUQUE, IOWA

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



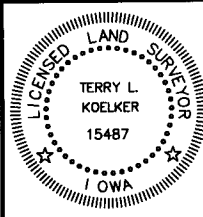
LEGEND

- 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

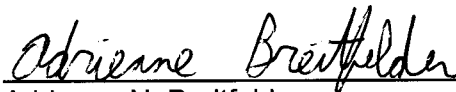
Dubuque, Iowa

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

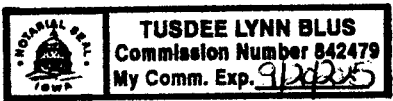

Brad Cavanagh, Mayor

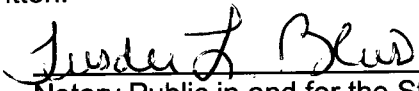

Adrienne N. Breitfelder
Clerk of the City of Dubuque, IA

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

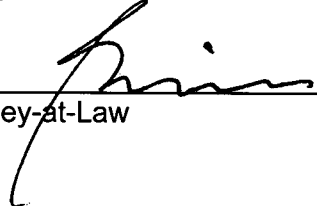
Attorney's Certificate

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.



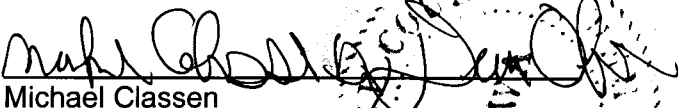
Attorney-at-Law

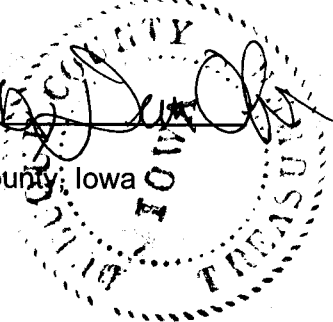
County Treasurer's Certificate

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.

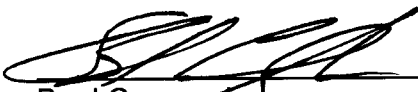

Wally Wernimont, City Planner
City of Dubuque, IA

City of Dubuque, Iowa

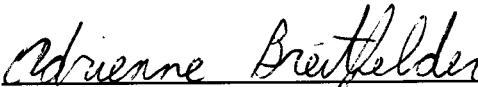
Dubuque, Iowa

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

Dubuque, Iowa Zoning Advisory Commission May 7, 2025

The foregoing plat, **CEDAR RIDGE FARM PLACE NO. 21**, in the City of Dubuque, Dubuque County, Iowa, is hereby approved by the City of Dubuque Zoning Advisory Commission and approval of said plat by the City Council of the City of Dubuque, Iowa is hereby recommended.

Mark Munka
Chairman
Dubuque Zoning Advisory Commission

Dubuque, Iowa City Assessor's Certificate 9-25, 2025

The foregoing Final Plat of: **CEDAR RIDGE FARM PLACE NO. 21**, in the City of Dubuque, Iowa, was entered of record in the Office of the City Assessor of the City of Dubuque, Iowa, on the date first written above.

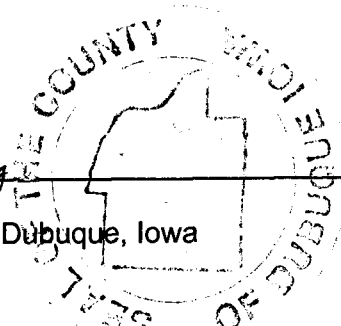
Troy W Patzner
Troy Patzner
City Assessor, City of Dubuque, IA

Dubuque, Iowa County Auditor September 26, 2025

The foregoing Final Plat of: **CEDAR RIDGE FARM PLACE NO. 21**, in the City of Dubuque, Iowa, was entered of record in the office of the Dubuque County Auditor this 26 day of September, 2025.

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

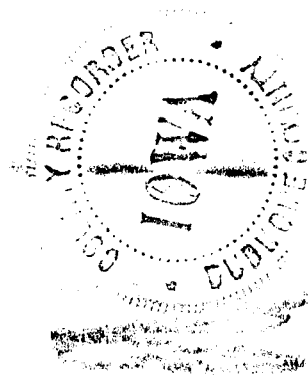
Keith Lucy
Keith Lucy
County Auditor of Dubuque, Iowa
to September



Dubuque, Iowa Recorder's Certificate September 26, 2025

The foregoing Final Plat of: **CEDAR RIDGE FARM PLACE NO. 21**, in the City of Dubuque, Iowa, has been reviewed by the Dubuque County Recorder.

Karol Kennedy Ann E. Sweeney
Karol Kennedy
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

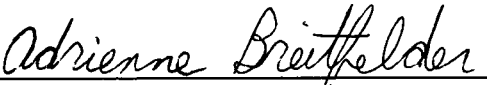
CERTIFICATE *of the* CITY CLERK

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
City Council**

PUBLIC HEARINGS # 3.

ITEM TITLE: Resolution Approving a Development Agreement by and Between the City of Dubuque, Iowa and GT Novelty Condos, LLC, Including the Issuance of Urban Renewal Tax Increment Revenue Obligations

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 GT Novelty Condos, LLC, including 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 Gt Novelty Condos, 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
5. Written Input - Uploaded 1.5.26
6. City Housing by employer interviews_Uploaded 1.5.26
7. Housing Creation Rehabs 2010-2026_Uploaded 1.5.26
8. Housing Incentives By Type Location Affordability Matrix_Uploaded 1.5.26
9. Housing Incentives - New Units Handout - Sept 22 2025_Uploaded 1.5.26
10. Population Change 4-Pager 2024_Uploaded 1.5.26
11. City Manager Column from July August 2025 City News Newsletter_Uploaded 1.5.26
12. FINAL_Dubuque County Housing Needs Assessment 11.04.25_Uploaded 1.5.26
13. Dubuque County HNA Survey Report_Comments_COMBINED 10.23.25_Uploaded 1.5.26
14. TIF 15-Year Impact - State_Uploaded 1.5.26

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 GT Novelty Condos, LLC Including the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: December 29, 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 GT Novelty Condos, LLC, including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

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.

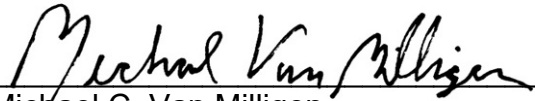
GT Novelty Condos, LLC has purchased the building and is proposing to construct for-sale condominiums in the white-box area of the building.

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.

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 GT Novelty Condos, LLC Including the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: December 18, 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 GT Novelty Condos, LLC, including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

BACKGROUND

GT Novelty Condos, LLC, the Developer, 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, following the public hearing, the City Council adopt the attached Resolution approving the Development Agreement, including the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

**DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
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)

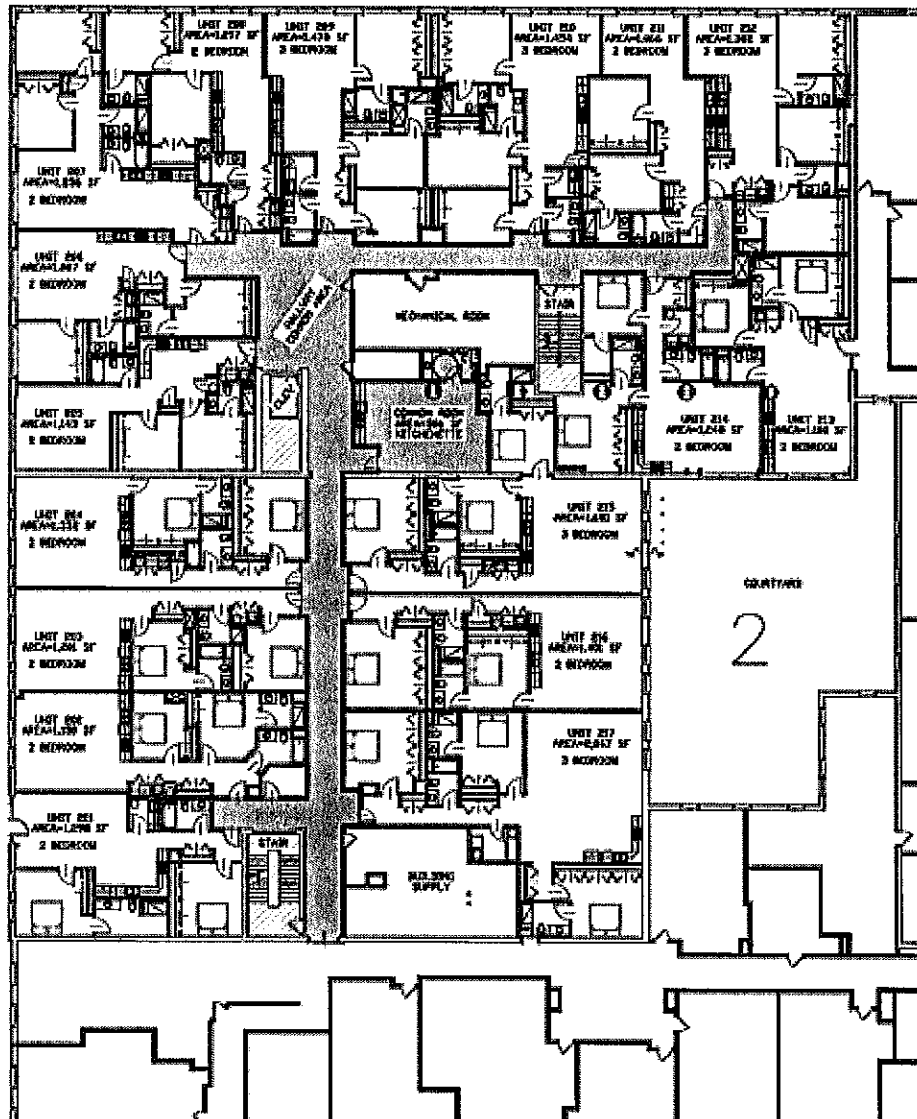
EXHIBIT B
THE PROPERTY

Legal Description of Real Estate

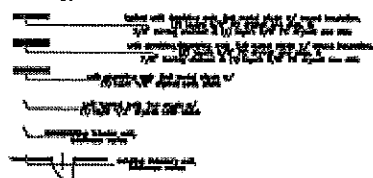
Unit 4 of Novelty Iron Works Condominiums located on Lot 1 of Lot 1 of Center City Place #2, in the City of Dubuque, Iowa, according to the Declaration of Submission to Horizontal Property Regime, Instrument #2014-2934, as amended, and the recorded Plat thereof.

EXHIBIT C
SITE PLAN

2ND FLOOR IRON WORKS CONDOS



Wall Types



LEGEND

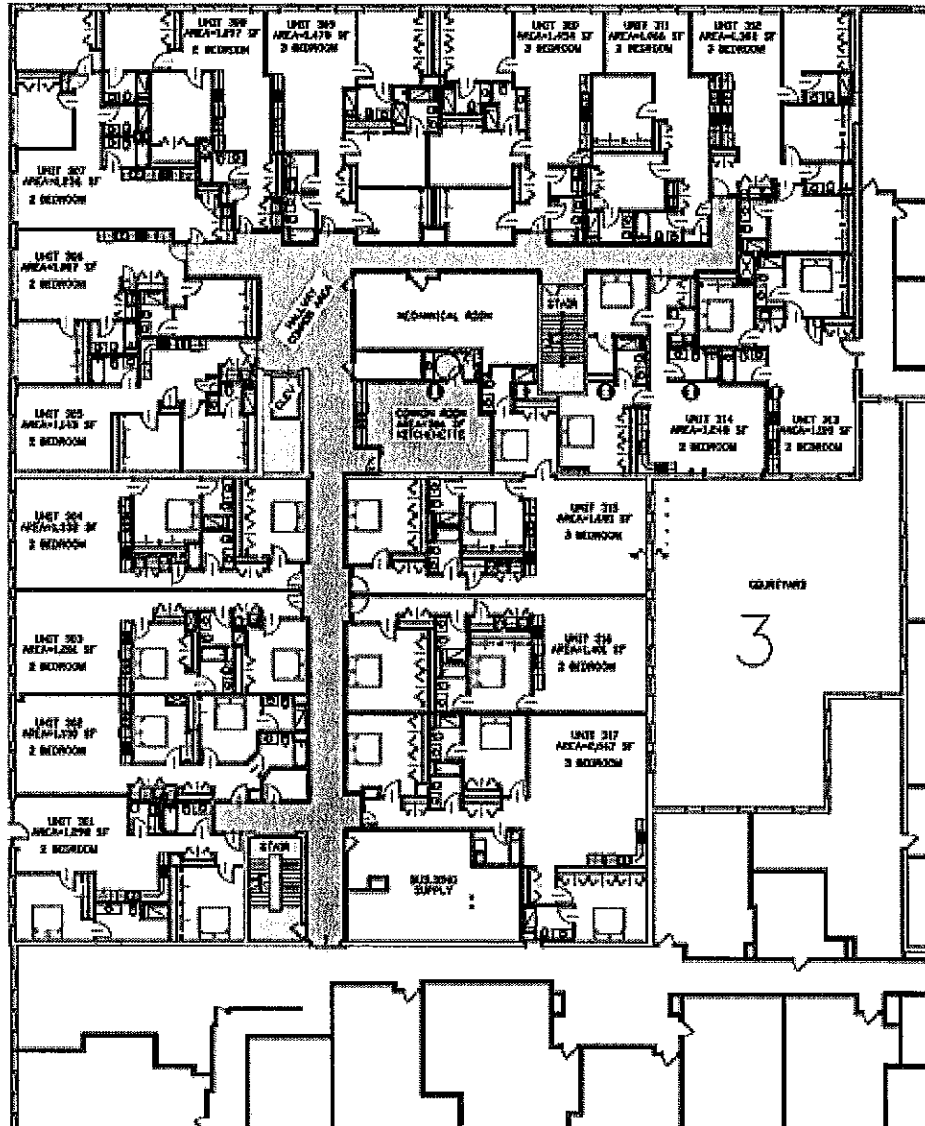


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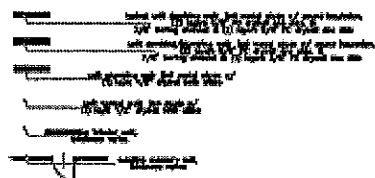
1. THIS UNIT IS TO BE USED AS A RESIDENTIAL UNIT.
2. ALL FINISHES ARE TO BE AS SHOWN ON THE PLAN.
3. ALL MEASUREMENTS ARE TO FACE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

SHEET 1 OF 1

3RD FLOOR IRON WORKS CONDOS



Wall Types



LEGEND



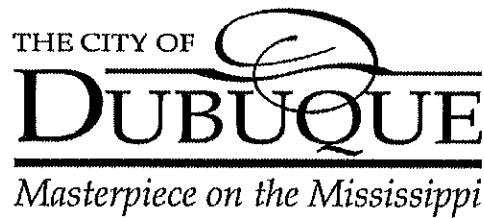
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SHEET 1 OF 1

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:tl

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

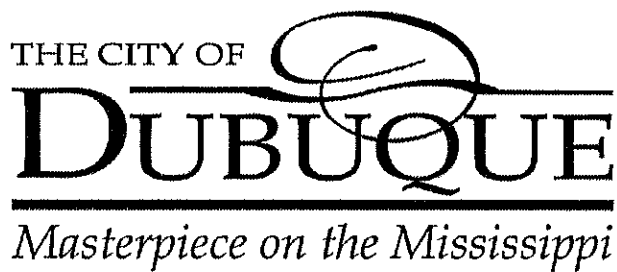
any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform Developer's obligations thereunder.

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

Prepared by: Ian Hatch, Economic Development, 50 W. 13th Street, Dubuque IA 52001, 563 589-4105
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. ____-26

APPROVING 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

WHEREAS, GT Novelty Condos, LLC is the owner of the property legally 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 Property); and

WHEREAS, the City Council, by Resolution No. 400-25, dated December 15, 2025, declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa and GT Novelty Condos, 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 January 5, 2026 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 GT Novelty Condos, LLC for the redevelopment of the Property, according to the terms and conditions set out in the Development Agreement, is in the public interest of the City of Dubuque.

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

Section 1. The Development Agreement by and between the City of Dubuque, Iowa and GT Novelty Condos, 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 5th day of January, 2026.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

From: Paul Kern <paul@pkaflic.com>

Date: January 3, 2026 at 11:10:53 AM CST

To: Brad Cavanagh <Bcavanagh@cityofdubuque.org>, "David T. Resnick" <dresnick@cityofdubuque.org>, Laura Roussell <Lroussell@cityofdubuque.org>, Danny Sprank <Dsprank@cityofdubuque.org>, Katy Wethal <Kwethal@cityofdubuque.org>, Tyson Leyendecker <tleyendecker@cityofdubuque.org>, Chris Staver <cstaver@cityofdubuque.org>

Subject: Condo Project - Millwork Dist \$1.4 Million

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CITY MIGHT GIVE \$1.4 MILLION TO CONDO PROJECT
Dubuque Telegraph Herald — 1/3/2026

A more accurate headline would be: "The Taxpayers of the City of Dubuque Might Give \$1.4 Million Dollars to a Condo Project." Because that's exactly what it is — taxpayer money.

My question is simple: What do the taxpayers get back?

The article never explains how much property tax revenue the City will actually receive from this project — not in year one, not in year fifteen, not ever. If the City is prepared to invest \$1.4 million of public funds, then the public deserves to know the return on that investment.

How much will the building owners and condo owners pay in net property taxes over the next 15 years? Will the project generate new revenue immediately, or will taxpayers be expected to wait more than a decade before seeing any benefit? Fifteen years is a long time for taxpayers to wait for revenue that is supposed to justify a subsidy.

Another major omission: Will this project use TIF financing?

If so, that means even less property tax revenue flowing to the City, the County, and the School District for many years. The article does not address this at all.

Let me be clear: I am not opposed to new condos, homes, or apartments in Dubuque. Growth is good. Development is good. But I am opposed to using the property taxes paid by current residents to subsidize projects that do not directly increase the City's property tax base.

Some will argue that filling an empty building increases housing supply and brings more people downtown, which may create indirect economic benefits. That may be true — but indirect benefits do not pay for police, fire, roads, or schools. Property taxes do. And those of us who already pay them deserve transparency.

The taxpayers have a right to know:

- Will this project generate new property tax revenue?
- If so, how much and when?
- If not, why should taxpayers be asked to subsidize it?

It is always easier to give away other people's money. But it is time for the City Council to take a hard look at where this \$1.4 million is coming from — and whether this project will actually add current, direct property tax revenue to the City of Dubuque.

Taxpayers deserve answers before the check is written.

Unless the project has a positive cash flow from the start with payments going to the City for Property Taxes, I am opposed to the City Funding and would ask you not to support it.

Regards,

Paul Kern
74 S Grandview Ave
Dubuque, IA 52003

Adrienne Breitfelder

From: City of Dubuque <noreply-dubuque@qscend.com>
Sent: Sunday, January 4, 2026 12:24 AM
To: Adrienne Breitfelder
Subject: A new Service Request has been created [Request ID #228963] (Contact City Council) - Dubuque, IA

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Dubuque, IA

A new service request has been filed.

Service Request Details

ID 228963

Date/Time 1/4/2026 12:24 AM

Type Contact City Council

Address 901 GILLIAM ST, Dubuque

Origin Website

Comments Honorable council and mayor,
First I'd like to thank you each for your public service. Thank you for striving to make Dubuque a place we're all proud to call home.

I'm writing in regards to the recent article in the TH around the 1.4 million toward condo development. I may be wrong but if I understand the context of the \$1.4 Million:
The \$1.4 million request for public support for the Millwork District condos is part of a plan by GT Novelty Condos LLC to introduce for-sale residential options to the area.
Here are the specific details I was able to locate regarding this request and the project:
Project Scope: Novelty Iron Works Building
The funding is intended to support the transformation of the third floor of the historic Novelty Iron Works building.
* Unit Details: The project will create 17 new condo units ranging from 1,200 to 2,200 square feet.

* Pricing: These units are expected to sell for between \$275,000 and \$350,000.

* Future Phases: If these initial 17 units sell successfully, the developer plans to build an additional 17 condos on the second floor.

Financial Specifics

The developer is seeking this public assistance to manage the high costs of converting historic industrial space into modern housing.

* Funding Type: While the Telegraph Herald reports a current \$1.4 million request, the city typically structures such support as Tax Increment Financing (TIF), which are performance-based rebates on the new property taxes the project generates.

* Goal of Subsidy: The city aims to diversify the Millwork District by adding owner-occupied housing to an area currently dominated by rental apartments like the 76 existing units already in the building.

Economic Impact

* Supporting Local Business: The building already houses popular tenants like Backpocket Dubuque, Driftless Pizza Co., and 7 Hills Ballroom.

* District Revitalization: This project aligns with the 2024 Millwork District Master Plan Update, which prioritizes "infill development" and increasing the residential population to support a "thriving mixed-use district".

The request follows a history of public-private partnerships for this specific building. Previous phases of the Novelty Iron Works project received similar incentives, including a \$760,000 incentive for earlier apartment conversions and a 15-year TIF for the original Warehouse Trust LLC development. So being that the downtown housing incentive program has these limits:

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.

Wouldn't this be the same 'taxing parcel' and already have exhausted any additional rebates or funding the city can and should be providing based on these limits? This is listed right on the city of Dubuque website

<https://www.cityofdubuque.org/2365/Downtown-Housing-Incentive-Program>

I'm all for the city expanding our housing options and development but this does not seem to fit the desired outcomes of either TIF or seem to be within the scope of the downtown incentive program guidelines. How exactly will this benefit low to moderate income families if units are priced between \$275,000 - \$350,000? As there are already 76 existing apartments in the building (which seems to be associated with the prior funding already provided within the same building) would this not be the same taxing parcel and already have reached the \$750,000 limit? The incentive program does not say per developer request but rather by taxing parcel which is where my concern lies.

If my understanding and assessment is correct on taxing parcels, I'd like to encourage this council to either reconsider this agreement and/or vote No to the current request that may be coming to this council for approval of the 1.4 million.

Sincerely,
Luis Del Toro
901 Gilliam St

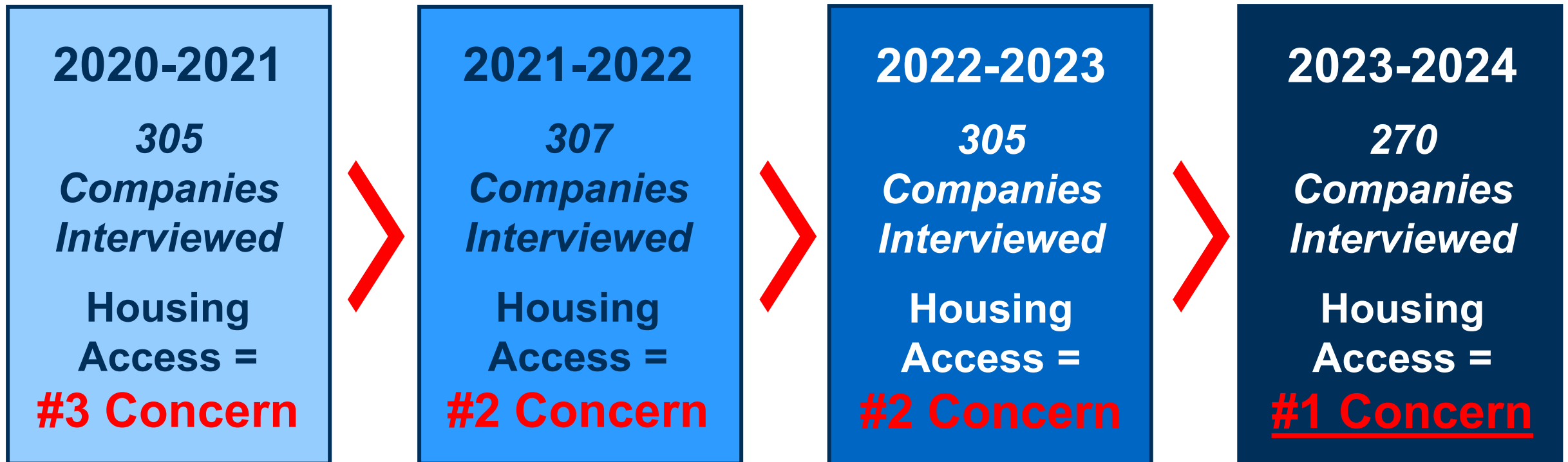
Submitter Del Toro, Luis
901 Gilliam St
Dubuque, IA 52001
615-545-0738
Luis.del.toro0376@gmail.com

[View in QAlert](#)

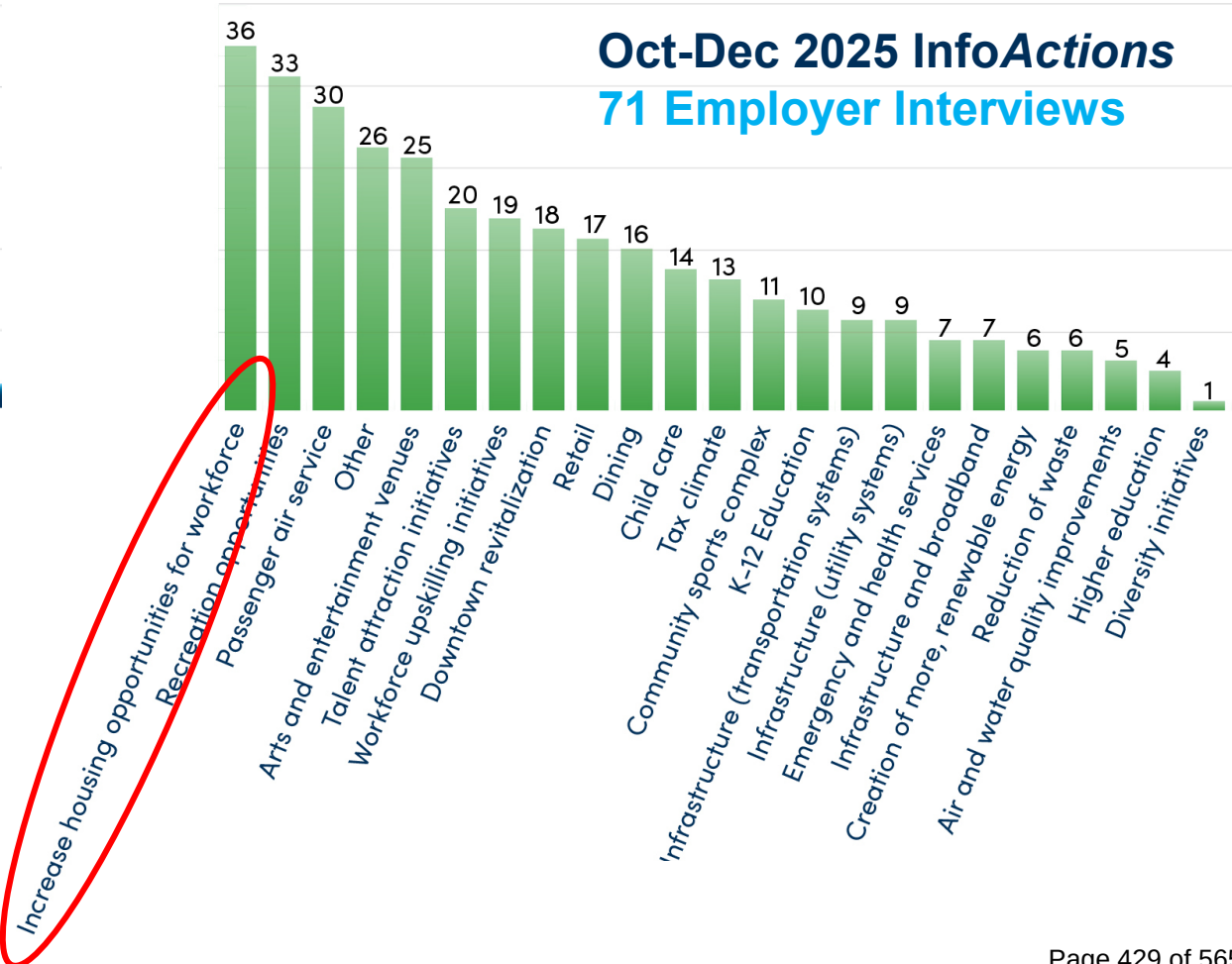
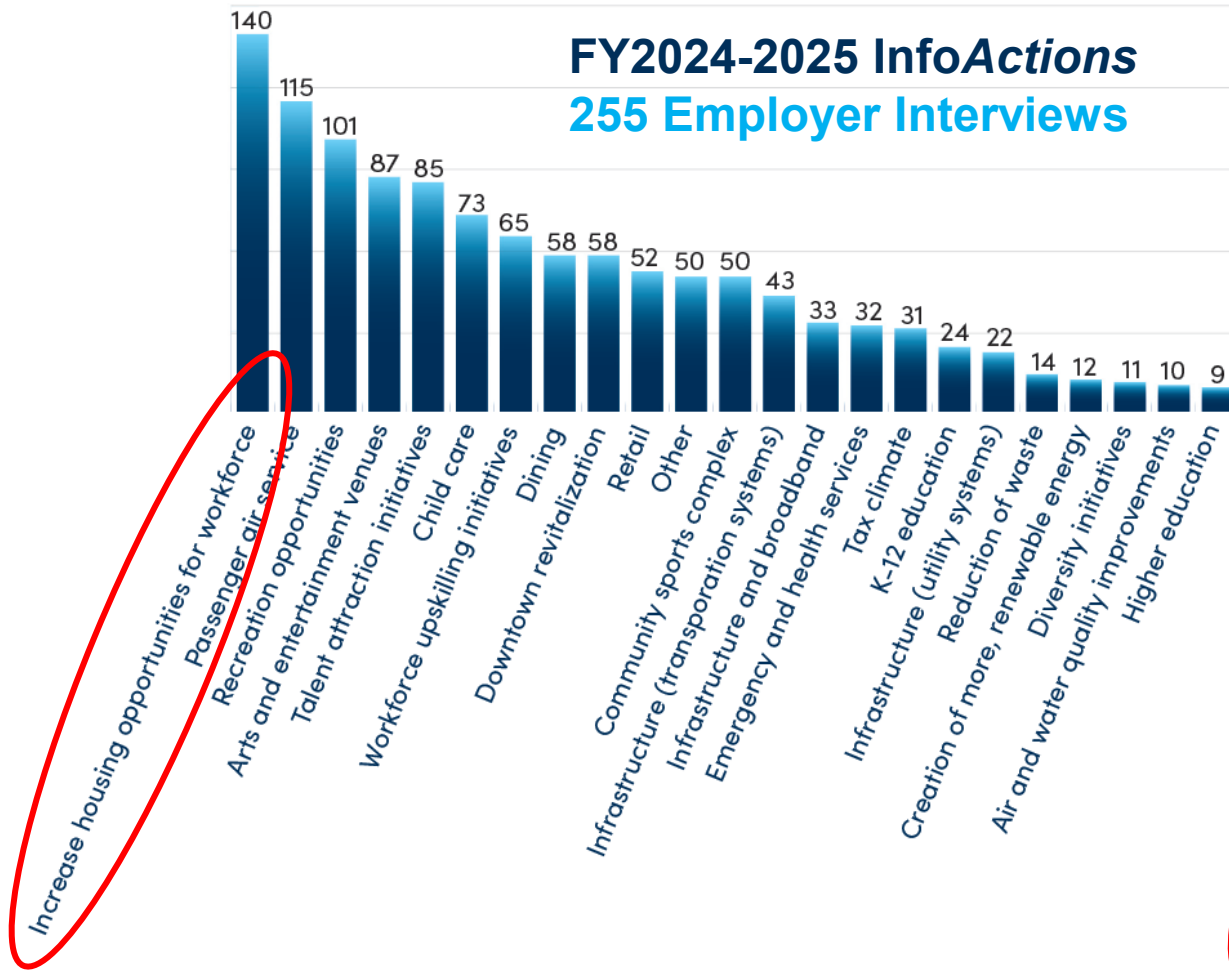
Dubuque, IA

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

Housing Availability & Affordability: A Growing Concern Among Area Employers, 2020 to Present



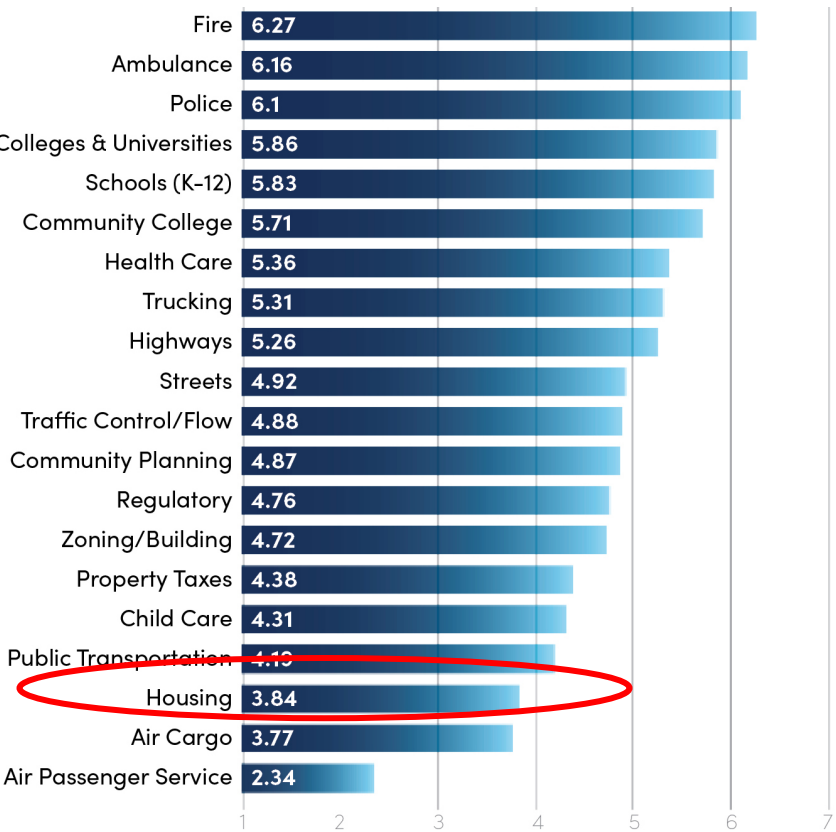
Q50: Looking at the long-term viability of both your company and this community, which of the following efforts do you believe should be prioritized to increase the competitiveness of the city, region, or state?



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

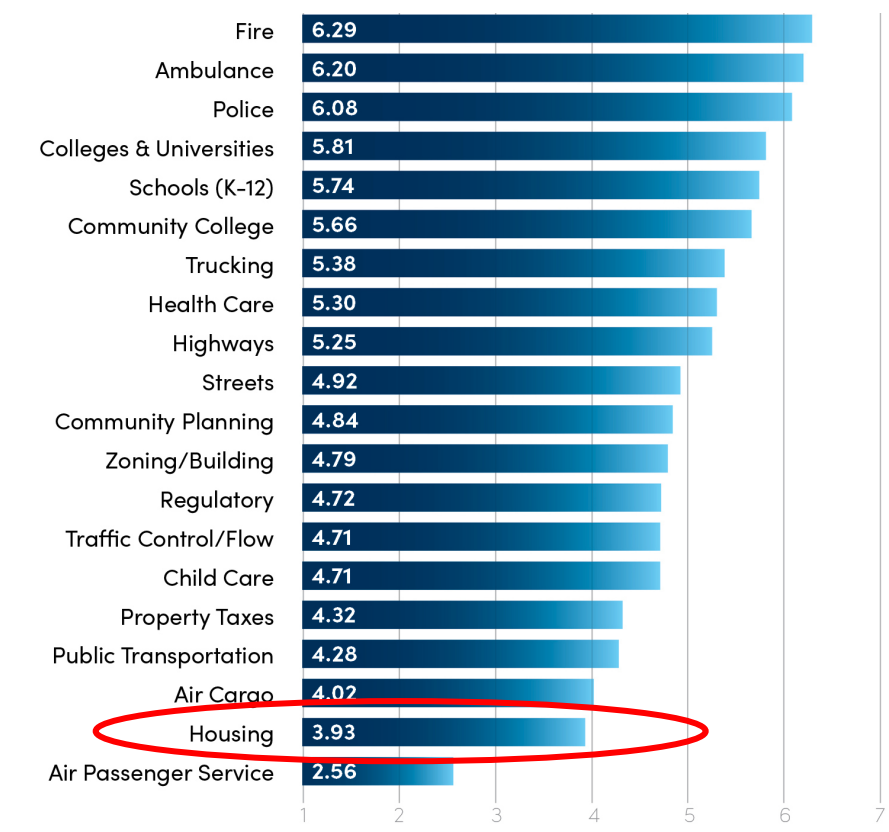
FY2023-2024

270 Employer Interviews



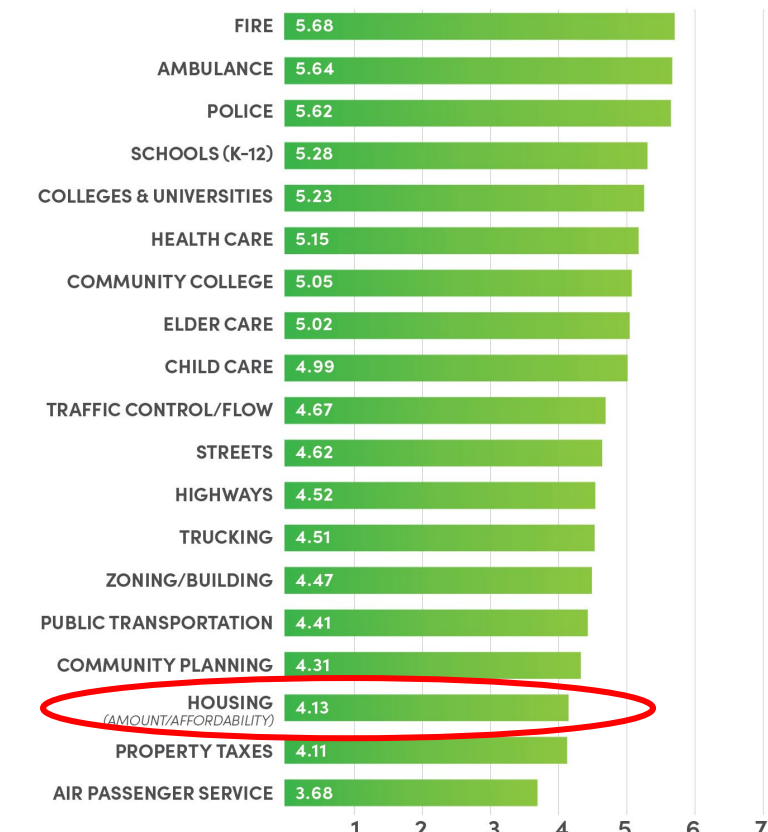
FY2024-2025

255 Employer Interviews



Oct-Dec 2025

71 Employer Interviews



Next Gen Perceptions Survey

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

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

■ **Future Community**
■ **Greater Dubuque Region**



HOUSING CREATION (REHAB)

FY	NAME	ADDRESS	HOUSING UNITS
2010	D & J Realty, LLC	163 Main Street	3
2010	44 Main, LLC	44 Main Street	24
2010	Bricktown - 2010	299 Main Street	21
2011	Caradco Building, LLP	900 Jackson Street	72
2011	Franklin Investments, LLC	300 Main Street	21
2011	Nottingham Properties, LLC	485 Locust Street	4
2012	Bonson Block, LLC	356 Main Street	8
2013	Linseed Oil Paintworks	151 E 9th Street	16
2013	Weaver Castle, LLC	324 W Locust Street	4
2013	Novelty Iron Works	333 E 10th Street	76
2014	Weaver Castle, LLC	1576-1580 Locust Street	3
2014	Weaver Castle, LLC	407 Loras Boulevard	4
2015	Anthony Kemp and William Barrick	101 Main Street	6
2015	Kenneth Oberbroeckling	253 Main Street	4
2016	Friends of St. Mary's d/b/a Steeple Square	1501 Jackson Street	12
2016	CA Rich Properties	1812 Central Avenue	4
2019	Tbill's Properties, LLC	1358 Locust Street	3
2019	Marquette Hall, LLC	2222 Queen Street	28
2020	84 Main, LLC	84 Main Street	4
2020	278 W 17th Street	278 W 17th Street	30
2020	1838 Central - CSB Consulting	1838 Central	3
2021	Kretschmer, LLC	220 E 9th Street	48
2021	CARich Properties, LLC	1706 Central Avenue	10
2021	The Fischer Companies, LLC	441-443 Locust Street	2
2021	HG APT, LLC	2887 Central Avenue	9
2021	Real Property Investments, LLC	1575-1577 Washington	2
2021	JTM Properties	1043-1053 Washington	2
2022	Real Property Investments, LLC	1540 Central Avenue	4
2022	TKWJ Estates, LLC	2535 Central Avenue	5
2022	CARich Properties, LLC	1736 Central	8
2023	Virtual Velocity, LLC	1199 Central	14
2024	Nia Neighborhoods	1398 White Street	2
2024	799 Main, LLC	799 Main Street	36
2024	Chadwick Block, LLC	249 W 1st Street	3
2024	Farley & Loetscher, LLC	801 Jackson	126
2024	HG APT, LLC	2901 Central	18
2024	Forward Investments	1047 Bluff	2
2024	Wilson House	1243 Locust	5
2025	Limestone Legacy	1602 Central	3
2025	1400 Central	1400 Central	4
2025	Nia Neighborhoods	1390 White Street	2
2025	744 Main	744 Main	2
2025	FitZgerald EnterpriZes, LLC	2400 Central	3

2025	1301 Central, LLC	1301 Central	30
2025	Plastic Center	408 W 5th	9
2026	Adam Vogel Building, LLC	1701 Central	5
2026	Dubuque Initiatives 1700, LLC	1739-1763 Central	7
2026	ASJS Properties	1913 Central	4
2026	Hitzler Rental, LLC	2541 Central	4
2026	1248 Iowa St, LLC	1236-1248 Iowa	13
2026	Ned Oberbroeckling	372 Main	2
TOTAL			699

Housing Grant	TIF
\$ 30,000.00	\$ -
\$ 240,000.00	\$ 551,051.61
\$ 210,000.00	\$ 167,723.75
\$ 720,000.00	\$ 2,513,541.49
\$ 190,000.00	\$ 458,907.54
\$ 20,000.00	\$ 894.00
\$ 80,000.00	\$ 119,076.00
\$ 160,000.00	\$ 712,695.00
\$ 40,000.00	\$ -
\$ 760,000.00	\$ 2,769,529.00
\$ 30,000.00	\$ -
\$ 40,000.00	\$ -
\$ 60,000.00	\$ -
\$ 40,000.00	\$ 28,071.00
\$ 120,000.00	\$ -
\$ 40,000.00	\$ -
\$ 30,000.00	\$ -
\$ 30,000.00	\$ 179,830.00
\$ 40,000.00	\$ -
\$ 330,000.00	\$ -
\$ 30,000.00	\$ -
\$ 515,000.00	\$ -
\$ 135,000.00	\$ 105,092.00
\$ 20,000.00	\$ -
\$ 100,000.00	\$ -
\$ 20,000.00	\$ -
\$ 40,000.00	\$ -
\$ 50,000.00	\$ -
\$ 50,000.00	\$ -
\$ 105,000.00	\$ -
\$ 175,000.00	\$ -
\$ 20,000.00	\$ 30,266.00
\$ 395,000.00	\$ 2,210,000.00
\$ -	\$ 122,475.00
\$ 785,000.00	\$ 1,083,000.00
\$ 215,000.00	\$ 297,556.00
\$ 55,000.00	\$ 51,051.00
\$ 85,000.00	\$ 75,000.00
\$ 65,000.00	\$ 150,000.00
\$ 75,000.00	\$ 60,000.00
\$ 55,000.00	\$ 52,000.00
\$ 45,000.00	\$ 160,000.00
\$ 30,000.00	\$ 150,000.00

\$	335,000.00	\$	1,000,000.00
\$	125,000.00	\$	325,000.00
	\$50,000.00		\$65,000
	\$70,000.00		\$83,822
	\$40,000.00		\$15,000
\$	40,000.00		\$40,000
\$	130,000.00		\$150,000
\$	20,000.00		\$50,000
\$	4,450,000.00	\$	13,372,759.39

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	Skilled Nursing
		46 Units	Assisted Living
		22 Units	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

DUBUQUE COUNTY POPULATION ESTIMATES



Percent Change in Population: 2010-2020

Micropolitan Statistical Area	% Change
Keokuk	-7.00%
Fort Dodge	-5.50%
Clinton	-5.50%
Burlington	-5.10%
Mason City	-4.40%
Spencer	-4.10%
Marshalltown	-2.80%
Storm Lake	-2.40%
Ottumwa	-1.80%
Boone	-1.60%
Muscatine	-0.08%
Oskaloosa	0%
Newton	3.30%
Spirit Lake	5.30%
Fairfield	8.90%

Percent Change in Population: 2010-2020

Metropolitan Statistical Area	% Change
Des Moines-West Des Moines Metro Area	16.7%
Iowa City Metro Area	15.2%
Ames Metro Area	7.3%
Cedar Rapids Metro Area	6.2%
Dubuque Metro Area	4.2%
Janesville-Beloit, WI Metro Area	2.1%
Sioux City, IA-NE-SD Metro Area	1.0%
Waterloo-Cedar Falls Metro Area	0.3%
Davenport-Moline-Rock Island Metro Area	-0.5%
Rockford, IL Metro Area	-3.0%
Peoria, IL Metro Area	-3.3%
Decatur, IL Metro Area	-6.1%

**Percent
 Change in
 Population:
 1970-2020**

City	1970 Population	2020 Population	% Change
Gary, IN	175,415	69,093	-60.6%
South Bend, IN	125,580	103,453	-17.6%
Flint, MI	193,317	81,252	-58.0%
Detroit, MI	1,511,482	639,111	-57.7%
Akron, OH	275,425	190,469	-30.8%
Cincinnati, OH	452,524	309,317	-31.6%
Cleveland, OH	750,903	372,624	-50.4%
Dayton, OH	243,601	137,644	-43.4%
Toledo, OH	383,818	270,871	-29.4%
Youngstown, OH	139,788	60,068	-57.0%



A Message from the **CITY MANAGER**

Michael C. Van Milligen

From the July/August 2025 City News Newsletter

Dubuque County Population Approaching 100,000

According to the US Census Bureau's Vintage 2024 population estimates, for the first time in history, the population of Dubuque County is approaching 100,000. The city of Dubuque, home to nearly 60% of Dubuque County's total population and the location where most residents within 50 miles work, shop, and recreate, is a major driver and beneficiary of this milestone.

According to the US Census Bureau, only 30 of the 99 counties in the state of Iowa grew in population from 2010–2020, and only eight of those grew by more than 5,000 people. Of those eight counties that grew by more than 5,000 people, only Dubuque County (city of Dubuque) and Scott County (city of Davenport) were outside the Polk County (city of Des Moines)/Story County (city of Ames) and Johnson County (city of Iowa City)/Linn County (city of Cedar Rapids) corridors.

According to the US Census Bureau's Vintage 2024 population estimates, only seven counties in the state of Iowa showed a population increase of more than 900 people from 2020–2024, and only Dubuque County (+934) was outside the Polk County/Story County and Johnson County/Linn County corridors.

Since July 1, 2022, Greater Dubuque Development Corporation reports there has been over \$805 million in new construction in Dubuque County with businesses creating approximately 1,000 jobs.

I am sure that the fact that the state of Iowa is one of the safest places in the country and Dubuque is one of the safest places in the state of Iowa contributes to population growth in Dubuque County. Other differentiating qualities include the Mississippi River, the community's historic character, natural beauty bestowed by Mother Nature, access to recreation opportunities, high quality health care, quality K-12 education, and multiple institutions of higher learning. And, of course, the hard-working, caring, and welcoming residents that live here today make this a natural place to want to call home.

Dubuque County's continued economic and population growth is a welcome contrast to most of the rest of the State of Iowa and to the 1980s when the Dubuque County lost nearly 10% of its population and unemployment soared, hitting 23% in 1983. In fact, Dubuque County's population declined from 1976 to 1990 before it began steadily increasing and finally recovered to its 1976 level in 2013.

With more major projects in the works like the over \$100 million Chaplain Schmitt Island Development Plan; the downtown location of the University of Dubuque's new John and Alice Butler College of Osteopathic Medicine and expansion of the University of Dubuque Airline Pilot program; the over \$80 million Field of Dreams project; a new Dubuque Museum of Art; development of Wanderwood Children's Gardens; a planned new Dubuque Community Y; numerous commercial, hotel, and housing projects under construction; investments in city infrastructure and streets; enhanced air service; and the upcoming results of the Envision 2030 process identifying 10 big things to be accomplished by 2030, I cannot wait for the 2030 Census results.



Dubuque County Housing Needs Assessment

October 2025

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Cover Image: Blue Sky Estates and Eagle Valley subdivisions in the city of Dubuque.
Photo provided by Greater Dubuque Development Corporation.

1. Introduction

Greater Dubuque Development Corporation has contracted with the East Central Intergovernmental Association (ECIA) to produce a housing needs assessment for Dubuque County, Iowa.

Purpose

The purpose of this housing needs assessment is to review the most accurate and up-to-date information available in order to better understand the current housing conditions and provide a forecast of future housing production needed to achieve a balanced housing market over the next ten years.

The assessment will provide a macro level assessment of housing in Dubuque County, offering a broad perspective that examines overarching trends and systematic factors rather than focusing on specific neighborhoods or submarkets.

The assessment will include a review of data from a variety of sources including the U.S. Census Bureau, State of Iowa, real estate professionals, and local governments. Analysis of these data trends will provide a foundation for future population and housing forecasts that will help guide future housing-related decisions.

Greater Dubuque Development Corporation

Greater Dubuque Development Corporation is an economic development organization that is dedicated to serving Dubuque County, IA and committed to assisting its partners in Clayton, Delaware, Jones, Jackson, Jo Daviess, and Grant counties to elevate the economic and community development of our region.

Greater Dubuque Development Corporation's mission is to serve as the premier economic development organization in the region. Greater Dubuque drives economic prosperity by attracting, retaining, and growing businesses, serving as a convener and catalyst of strategic collaboration and population growth.

East Central Intergovernmental Association

East Central Intergovernmental Association (ECIA) is an organization of counties, cities and other local governments serving a five-county area in eastern Iowa that includes Cedar, Clinton, Delaware, Dubuque, and Jackson counties.

Established in 1974, ECIA provides services and programs across six broad categories including: Community Development, Economic Development, Housing Assistance, Special Programs, Transit, and Transportation and Planning. ECIA's mission is to proactively enhance

the well-being of our region by forging strong county and community partnerships, developing innovative solutions, and delivering essential services.

Components of a Balanced Housing Market

Generally, a balanced housing market is one where new housing construction keeps pace with population growth. In a balanced market, housing costs typically move at a steady, sustainable pace rather than swinging sharply up or down, and vacancy rates stay in a range that is neither too high or too low.

Key features of a balanced market include:

- Neither buyers and sellers or landlords and renters have an overwhelming advantage.
- Housing costs don't grow faster than wages.
- New construction generally keeps pace with population growth and vacancy rates stay in the balanced range.

Balanced Vacancy Rate

Vacancy rates are a key measure of the balance between housing supply and demand. A low vacancy rate indicates that demand is exceeding supply, leading to rising rents and home prices, affordability issues, and difficulty finding a home. A high vacancy rate can signal oversupply, weak demand, or economic challenges which can discourage investment.

A balanced vacancy rate is key for mobility. Available housing units allow people to move when they need to for a new job, upgrade to bigger home for a growing family, or downsize when their needs change. A healthy vacancy rate can also help keep housing prices in check by encouraging competition in the housing market. A vacancy rate that is too low will tilt the market toward sellers and landlords, while too many vacancies will tilt it to buyers and renters.

Balanced Housing Costs

In a balanced housing market, rents and home prices typically move in at a steady sustainable pace that benefits both sellers and landlords and buyers and renters without giving one too much of an advantage. Growth is steady enough to allow landlords to maintain properties and cover costs, but not too fast to price out renters. For the owner-occupied market, the balanced market encourages investment and allows owners to build equity and while keeping homes prices attainable for new buyers.

Further discussion of balanced market vacancy rates and costs is provided later in this report in *Section 5 Housing Market*.

With this report focused on broad, county-wide trends, we will not be able to conduct a detailed analysis of individual communities, neighborhoods, or specific housing submarkets by type or price point. It is important to recognize that while overall market conditions may appear balanced, there may still be areas within the county or particular segments of the housing market where imbalances persist.

2. Demographic Trends

Dubuque County Overview

Dubuque County is located in northeast Iowa along the Mississippi River in a tri-state area that borders Illinois and Wisconsin. The county's 2020 decennial census population was 99,266, representing a six percent increase since 2010. Dubuque was the first area in what eventually became the State of Iowa to be settled by Europeans. Early settlers were drawn to the area by lead mining, trading, and river transportation. Today's economy is driven by a diverse collection of industries including healthcare and manufacturing.

Dubuque County is home to 21 incorporated cities. The city of Dubuque is the county's most populous with just under 60,000 residents at the 2020 census. The next largest includes a group of six cities with populations between 1,000 and 6,000. The remaining communities have populations under 400, including six with fewer than 100. Approximately 80,000 Dubuque County residents live in incorporated cities, while the remaining 18,000 live in the unincorporated areas of the county. Table 2.1 provides the 2020 census population of Dubuque County and its cities, and Figure 2.1 provides a map of the county.

Table 2.1. Dubuque County Population

City	Population
Dubuque	59,667
Asbury	5,943
Dyersville	4,477
Cascade	2,386
Epworth	2,023
Peosta	1,908
Farley	1,766
New Vienna	382
Worthington	382
Holy Cross	356
Luxemburg	245
Rickardsville	202
Sherill	189
Centralia	116
Bernard	114
Sageville	95
Zwingle	84
Balltown	79
Graf	76
Bankston	23
Durango	20
City Total	80,533
Unincorporated Population	18,733
Total County Population	99,266

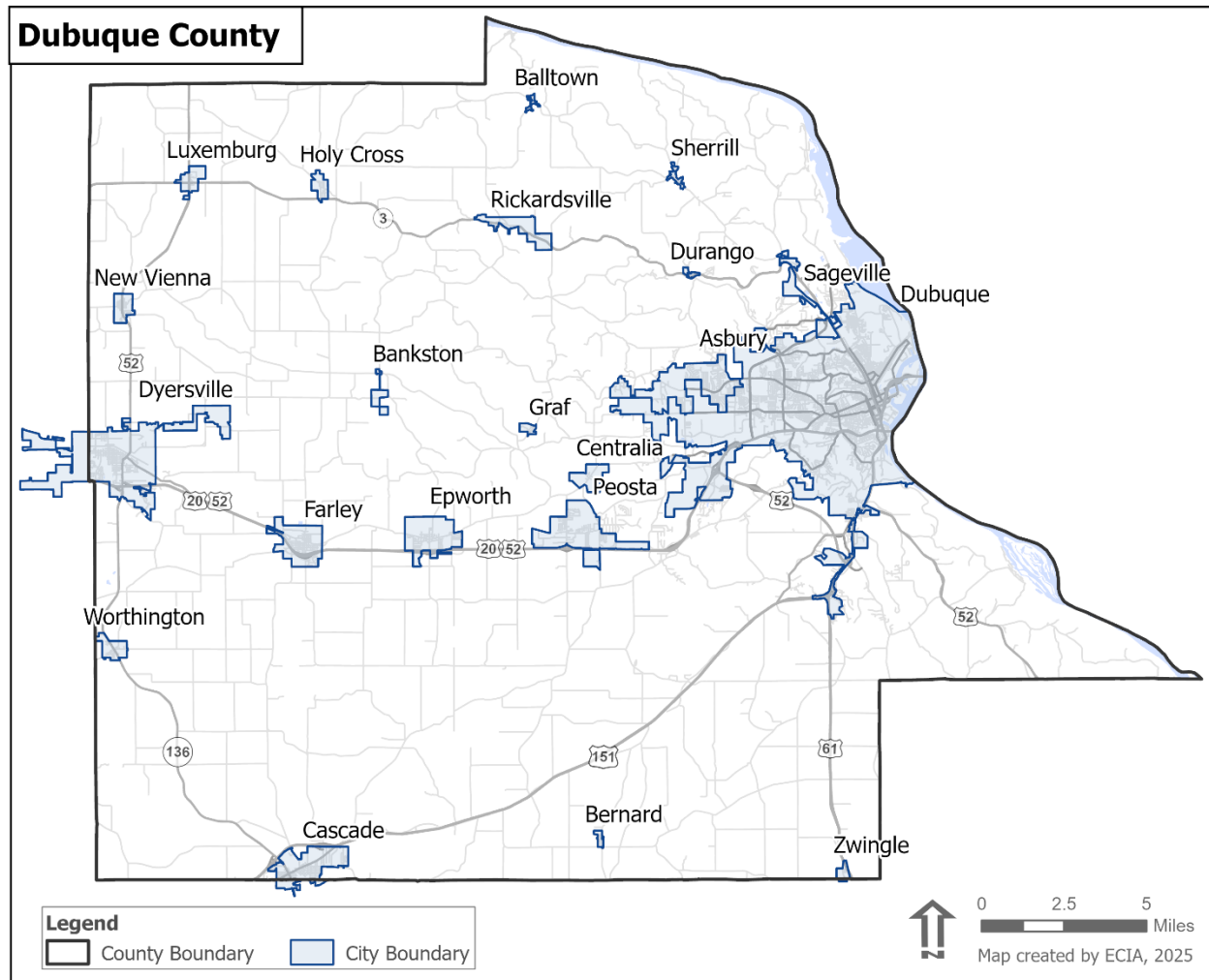


Figure 2.1. Dubuque County Map

Population Change

Dubuque County's population has grown steadily for most of its history, reaching 56,000 residents by the start of the 20th century, and 93,745 by 1980. This growth pattern was interrupted in the 1980s, when a downturn in the farm economy resulted in a period of population decline. Over time, the county regained its economic footing and began to grow again, adding approximately 12,800 residents between 1990 and 2020.

In the most recent decennial census period (2010 to 2020), Dubuque County added 5,613 residents, a faster rate than the county's long-term growth average of about 4,500 additional residents every ten years. Figure 2.2. charts Dubuque County's historical population from 1850 to 2020, with a trend line representing long-term growth.

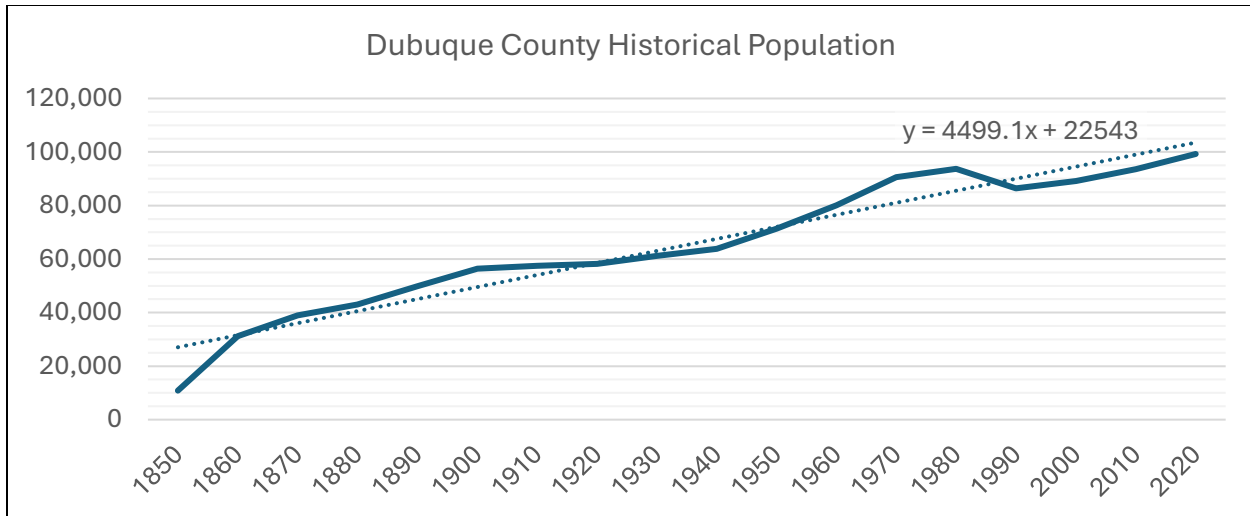


Figure 2.2. Dubuque County Historical Population

Source: US Census Bureau, Decennial Census

Since 1990, most of Dubuque County's population growth has occurred in its smaller cities and unincorporated areas, while the city of Dubuque's population held steady at around 57,000. This trend shifted in the 2010-2020 period where growth continued in the smaller communities, but the city of Dubuque also grew, adding 2,030 residents in the decade. Figure 2.3 shows the population change in Dubuque County, compared with population change in the City of Dubuque, cities in Dubuque County with over 1,000 people, and cities in Dubuque County under 1,000 people (classified in the figure as "small cities").

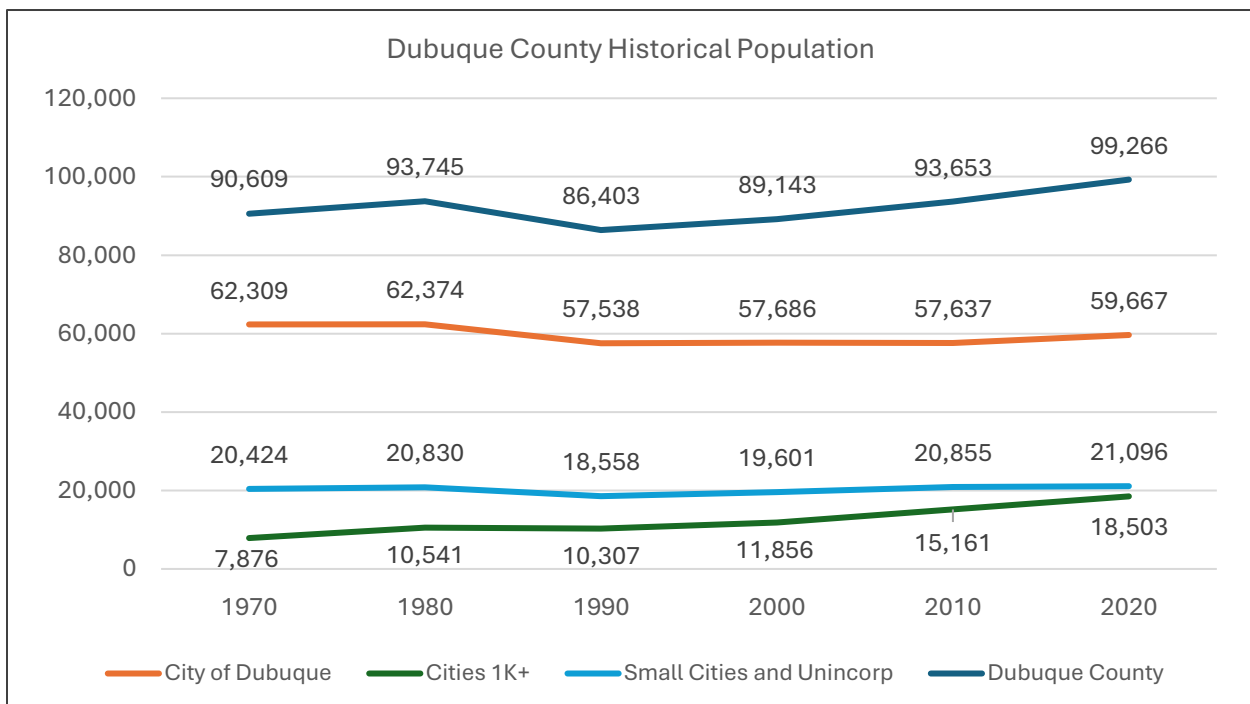


Figure 2.3. Dubuque County Historical Population with Sub Areas

Source: US Census Bureau, Decennial Census

U.S. Census Bureau annual population estimates suggest that the county’s population growth rate may have slowed since 2020. The July 1, 2024 estimate placed the county’s population at 99,242, essentially unchanged from the 2020 Census count. While these annual estimates provide an indicator of recent trends, they are less precise than the decennial census, and have previously underestimated Dubuque County’s population. Therefore, should be interpreted with some caution.

Age and Sex

Figure 2.4 shows the distribution of age and sex within Dubuque County as of the 2020 decennial census. Dubuque County’s population increased with people over 65 (4,416 people) and people 20 to 34 (1,916 people). Dubuque County’s population decreased with people under 20 (-49 people) and 35 to 64 (-670 people). Males made up a slightly larger share of the population growth (3,148 people) than women (2,465 people).

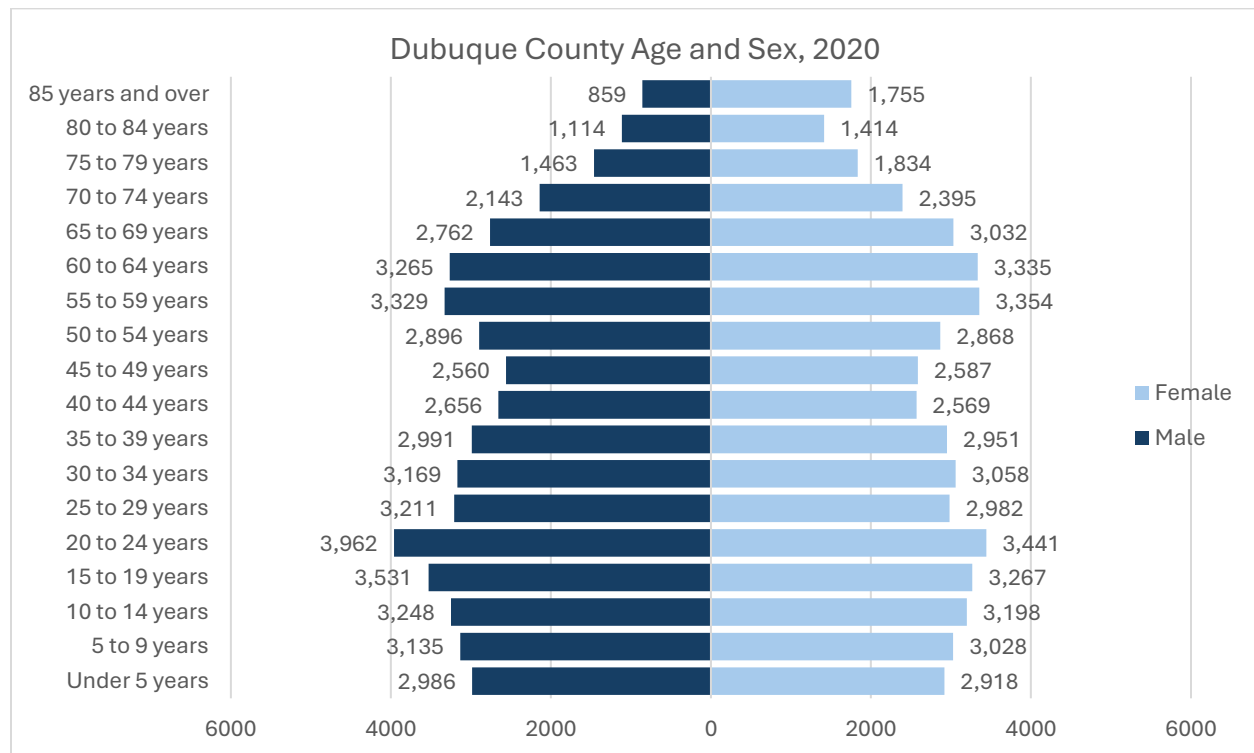


Figure 2.4. Dubuque County Age and Sex, 2020

Source: US Census Bureau, Decennial Census

Race and Ethnicity

Table 2.2 shows the percentage of Dubuque County’s population by race and ethnicity. Dubuque County, while still predominantly white, has been steadily growing more diverse since 2000.

Table 2.2. Dubuque County Race and Ethnicity from 2000 to 2020

Year	Black or African American alone	American Indian and Alaska Native alone	Asian alone	Native Hawaiian and Other Pacific Islander alone	Some other race alone	Two or more races	White alone not Hispanic or Latino	Hispanic or Latino origin
2020	4.2%	0.3%	1.0%	0.8%	1.1%	3.7%	88.0%	3.0%
2010	2.7%	0.2%	0.9%	0.3%	0.5%	1.3%	92.9%	1.9%
2000	0.9%	0.1%	0.6%	0.1%	0.5%	0.8%	96.5%	1.2%

Source: US Census Bureau, Decennial Census

Households and Families

A household is a group of people who live together, while a family is a group of people who live together and are related. A household can contain multiple families, or no families. A household has a designated householder, who is usually the person who owns, rents or is buying the home. A family household is a householder and one or more other people who are related by birth, marriage or adoption. A family group is two or more people who are related by birth, marriage or adoption.

Household Size

Changes in household size can affect housing demand. When average household size decreases, additional units are needed even if the overall population remains the same, since each unit houses fewer people.

The average household size in Dubuque County has gradually declined over the long term, with little change in recent years. The most recent ACS estimate places the county's average household size at 2.3 persons, compared to 2.62 in 1990. Table 2.3 provides the average household size for all occupied units in Dubuque County and four other metropolitan counties in eastern Iowa for comparison. The data show that similar average household sizes across the five counties, with only minor changes between the 2009–2013 and 2019–2023 periods.

Table 2.3. Average Household Size in Selected Iowa Counties

County	2009-2013	2014-2018	2019-2023
Dubuque	2.4	2.4	2.3
Black Hawk	2.4	2.4	2.3
Johnson	2.3	2.4	2.4
Linn	2.4	2.4	2.4
Scott	2.4	2.5	2.4

Source: US Census Bureau, 2019-2023 American Community Survey Estimates, Table B25010

Figure 2.5 compares average household size by housing tenure. Household sizes are typically larger in owner-occupied units than in renter-occupied units. In Dubuque County, the

average household size for owner-occupied units has remained stable at 2.5, while the average size in renter-occupied units declined from 2.1 to 1.9. A similar trend can be seen in the other peer comparison counties in the figure.

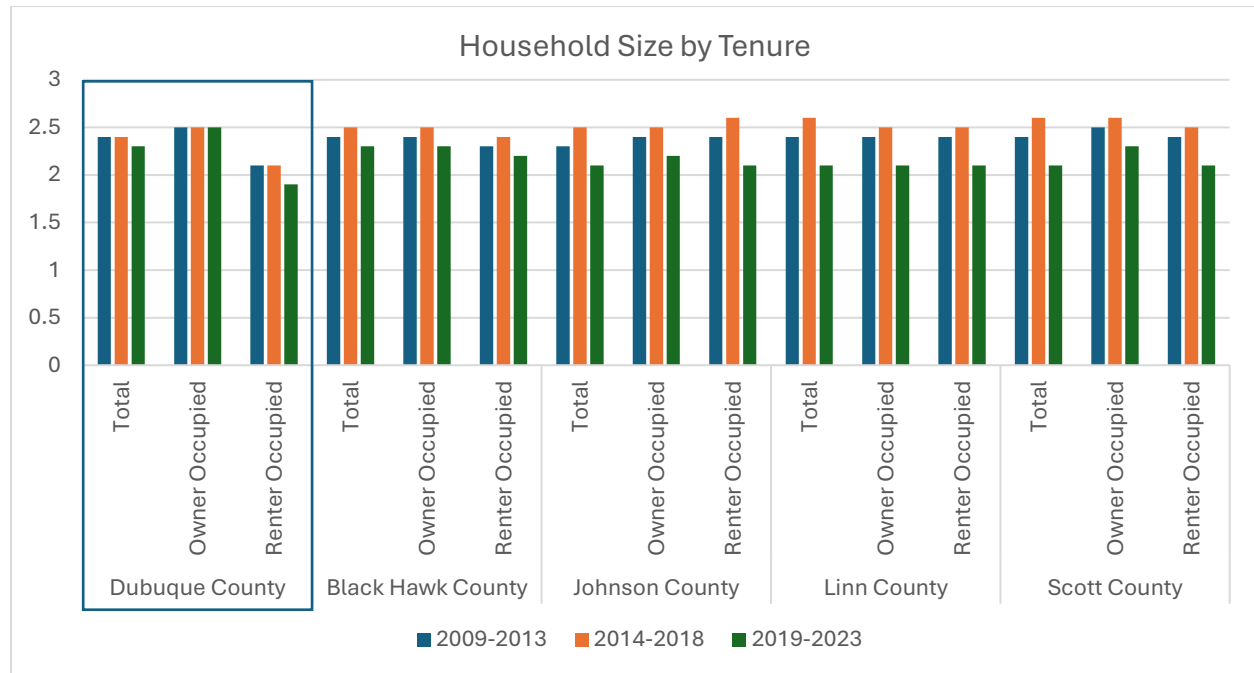


Figure 2.5. Average Household Size by Tenure in Selected Iowa Counties

Source: US Census Bureau, 2019-2023 American Community Survey Estimates, Table B25010

Migration

The US Census Bureau's ACS 2023 5-year estimates for population migration in the previous year shown the following table. Dubuque County was in line with peer counties outside of Black Hawk County and Johnson County, possibly due to the presence of the University of Northern Iowa in Black Hawk and University of Iowa in Johnson. Both universities have large numbers of new students moving in each year.

Table 2.4. Percent of Population that Migrated to Selected Iowa Counties in past year

County	% Migrated to County
Dubuque	5.1%
Black Hawk	6.2%
Johnson	11.9%
Linn	5.0%
Scott	5.6%

Source: US Census Bureau, 2019-2023 American Community Survey Estimates, Table B25010

3. Economic Trends

This section provides an overview of the economic trends that influence Dubuque County's housing market.

Employment Trends

Employment is closely linked to population growth and housing demand. New job opportunities attract people to the area and encourage existing workers to stay. In turn, the housing industry supports economic activity and job creation. Home construction, sales, maintenance all generate additional employment, creating a feedback loop between housing development and economic growth.

Over the past several decades, Dubuque County has experienced some fluctuations in total employment, though the long-term trend reflects steady growth. Figure 3.1 presents Dubuque County's total monthly nonfarm employment data from Iowa Workforce Development. On average, the county added approximately 560 jobs per year between January 1990 and January 2019.

The COVID-19 pandemic caused a sharp and rapid decline in total employment beginning in the spring of 2020. However, the county regained most of those jobs between 2021 and 2023. Employment growth has leveled off some in 2024 and the first half of 2025, with total employment stabilizing around 52,000.

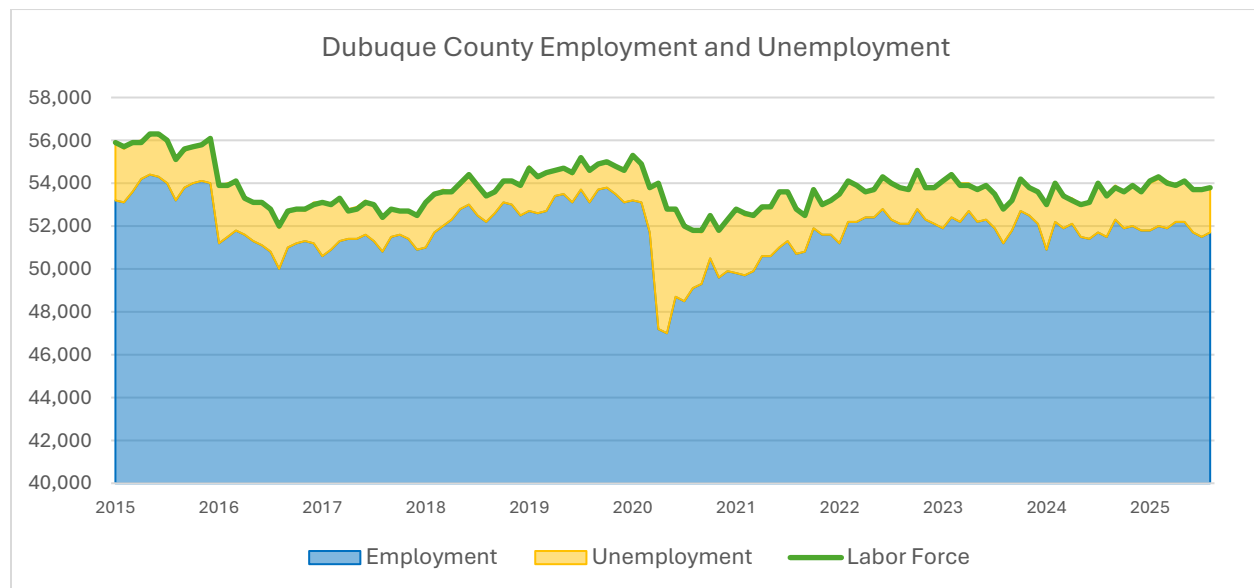


Figure 3.1. Dubuque County Monthly Employment, Unemployment, and Labor Force. Not Seasonally adjusted.

Source: Iowa Workforce Development

Unemployment

The county's labor force includes the people employed plus those who are unemployed and looking for work. In recent years the unemployed percentage of the county's workforce has generally aligned with the statewide unemployment rate. Figure 3.2 charts Dubuque County's annual average unemployment rate along with the statewide rate for comparison.

Prior to the pandemic, unemployment was on a downward trajectory. COVID-19 caused an unemployment spike in 2020 followed by a slow recovery over the next two years. Since then, unemployment rates have been near pre-pandemic levels, around 3%.

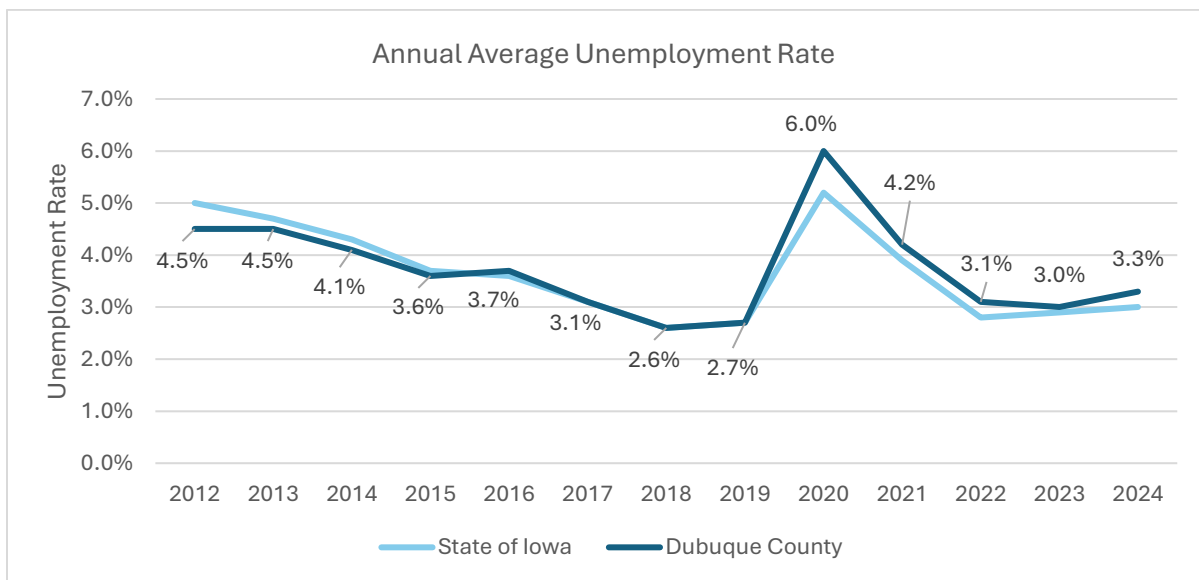


Figure 3.2. Dubuque County Annual Average Unemployment Rate
Source: Iowa Workforce Development

Retirement and Labor Force Participation

An underlying factor in Dubuque County's recent labor force trends is an increase in retirements. While some workers opted to retire during the pandemic, the trend predates COVID-19 and is largely driven by long-term demographic changes.

The post-World War II baby boom generation represents one of the largest age cohorts in the county's population and a significant portion of its workforce. Organizations like Greater Dubuque Development have been monitoring this demographic shift for years, anticipating an impact on the area's workforce. The first segment of this cohort reached ages 65-69 in 2020. Larger portions of this cohort are now reaching traditional retirement age 65, likely accelerating the pace of the retirements over the next decade.

Although data on retirees is limited, the Social Security Administration publishes data on retired beneficiaries that helps illustrate this trend. As shown in Figure 3.3, the number of

retired beneficiaries has increased steadily each year, reaching roughly 15% of the county's population in 2024. This share is slightly under the statewide percentage of about 16%.

A growing retired population has the potential to impact housing in several key ways:

- **Housing preferences:** Many retirees may choose to downsize, seek low-maintenance housing, or move into multifamily or senior-oriented developments.
- **Specialized housing needs:** Over time, demand may increase for assisted living or nursing care facilities.
- **Labor force replacement:** As more workers retire, employers will need to attract new employees, either from within the county or through in-migration, which could create additional housing demand.

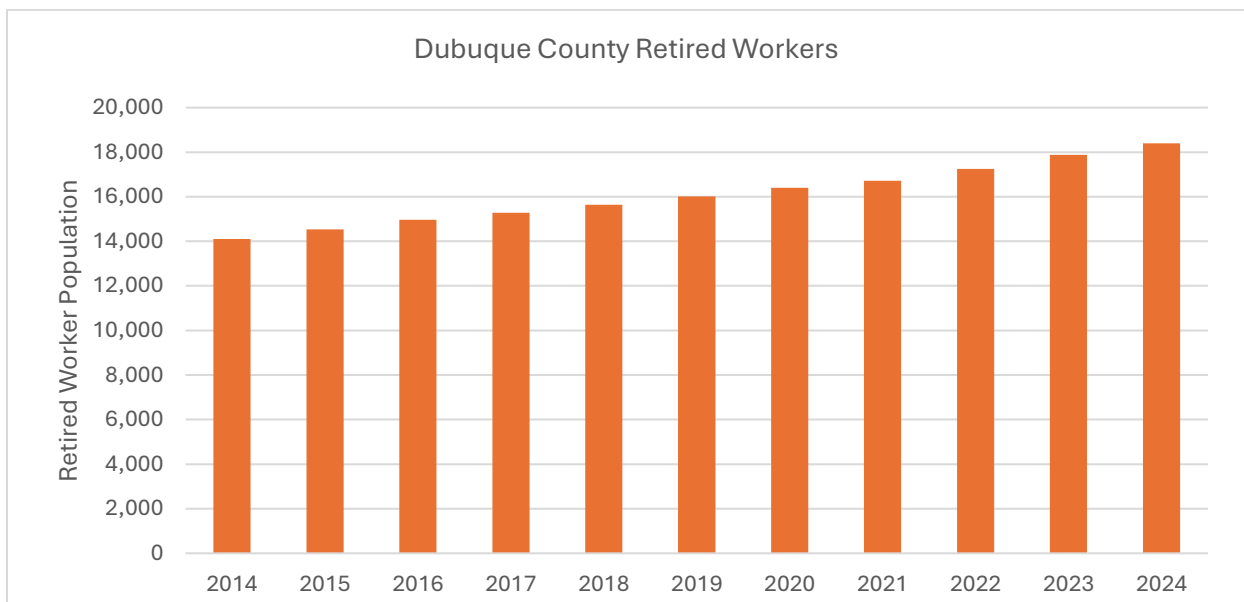


Figure 3.3. Dubuque County Retired Worker Social Security Beneficiaries

Source: US Social Security Administration, OASDI Beneficiaries by State and County Report

Unemployment Comparison

Figure 3.4 compares the unemployment rate for the civilian labor force in Dubuque County and other peer counties using ACS 5-year estimates from 2009-2023. Dubuque County's unemployment rate fell from 4.8% to 3.8%, in line with peer counties aside from Black Hawk.

Note: ACS employment and unemployment estimates may vary from the official labor force data released by Iowa Workforce Development because of differences in survey design and data collection. The civilian labor force does not include members of the Armed Forces.

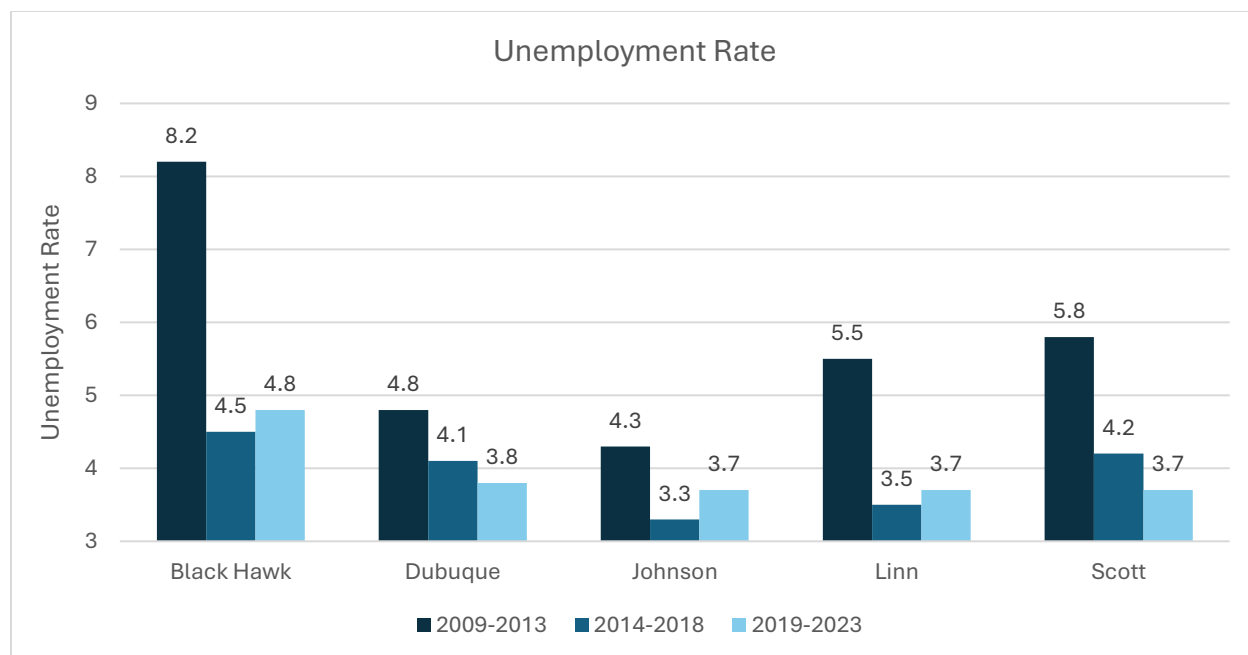


Figure 3.4. Unemployment Rate in Selected Iowa Counties

Source: US Census Bureau, 2009-2023 American Community Survey Estimates,

Employment By Industry

The table below shows a 15-year comparison of employment by occupation for Dubuque County based on ACS 5-year estimates for 2009-2023. Most workers in Dubuque County work in management, business, science and arts occupations, and is the second-fastest growing sector behind production, transportation, and material moving occupations.

Table 3.1. Employment by Industry in Dubuque County, 2009-2023

Occupations	2013	2018	2023	Change	%
Management, business, science, and arts occupations	16,731	17,792	19,589	2,858	17.1%
Service occupations	9,319	8,403	8,255	-1,064	-11.4%
Sales and office occupations	11,996	11,752	10,721	-1,275	-10.6%
Natural resources, construction, and maintenance occupations	4,012	4,079	3,671	-341	-8.5%
Production, transportation, and material moving occupations	7,614	8,362	9,327	1,713	22.5%

Source: US Census Bureau, 2009-2023 American Community Survey Estimates,

Household Income

A person's income determines their ability to afford the necessities: shelter, food and water, medical care and more. Income is a critical housing-related factor because it drives key decisions including whether to rent or buy, as well as how much a household can reasonably afford to spend each month on rent or a mortgage.

The Figure 3.5 provides a comparison of income distribution for four household income ranges within Dubuque County: under \$50,000; \$50,000 to \$100,000; \$100,000 to \$200,000; and over \$200,000 based on ACS 5-year estimates for 2019-2023. A majority of households in Dubuque County fall below \$100,000 in income. Median household income for Dubuque County was \$75,919 in 2023.

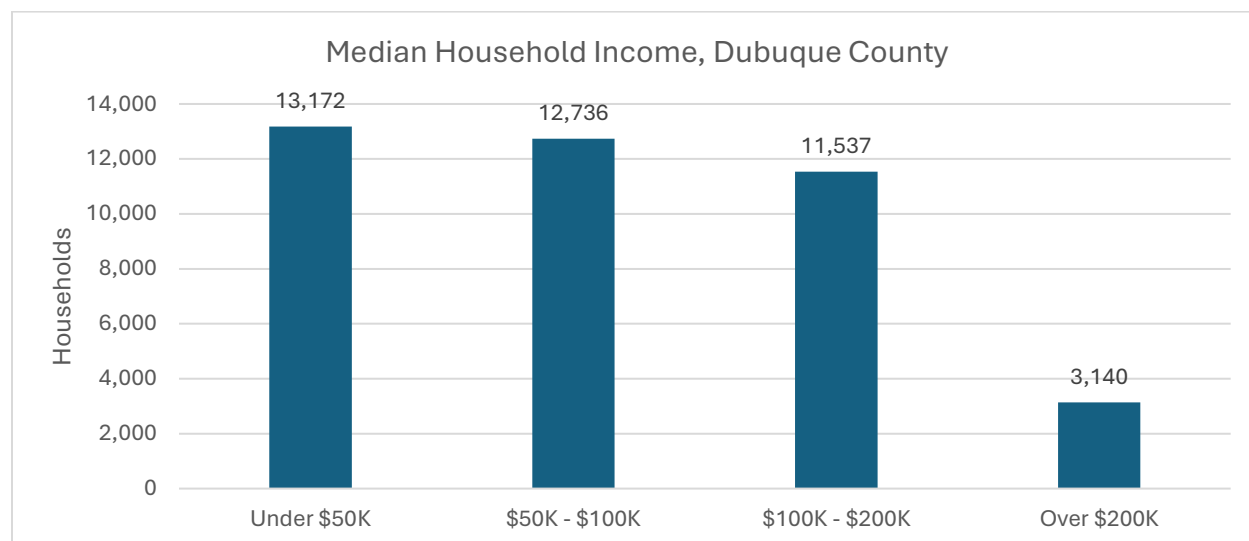


Figure 3.5. Distribution of Median Household Income in Dubuque County

Source: US Census Bureau, 2019-2023 American Community Survey Estimates,

Table 3.2 provides a 2023 regional comparison of median family income in the past 12 months by family type by the presence of own children under 18 years (5-year period estimates). Median Family Income is for the past 12 months in 2023 inflation-adjusted dollars.

Family Type and Presence of Children	Black Hawk	Dubuque	Johnson	Linn	Scott
Total Family	\$86,319	\$98,842	\$115,914	\$97,372	\$99,650
Married Couple Family	\$103,122	\$110,197	\$130,469	\$115,133	\$119,857
With own children under 18 years	\$113,930	\$131,387	\$145,462	\$132,560	\$134,262
No own children under 18 years	\$96,120	\$98,430	\$118,963	\$105,837	\$109,120
Male householder, no wife present	\$57,157	\$70,386	\$61,439	\$62,315	\$64,795
With own children under 18 years	\$47,531	\$71,023	\$52,121	\$54,824	\$61,699
No own children under 18 years	\$72,162	\$63,750	\$67,196	\$71,780	\$69,487
Female householder, no husband present	\$37,205	\$43,731	\$50,223	\$50,220	\$41,311
With own children under 18 years	\$32,321	\$36,810	\$44,458	\$42,816	\$35,015
No own children under 18 years	\$47,280	\$58,712	\$52,440	\$66,140	\$52,268

Table 3.2. Median Family Income by Family Type in Dubuque County, 2019-2023

Source: US Census Bureau, 2019-2023 American Community Survey Estimates.

In addition to household income and family income, the US Census Bureau collects data on nonfamily income and per capita income. Table 3.3 is a regional comparison for all four types of income based on ACS 5-year estimates from 2009-2023. All types of income have risen about 35-50% within Dubuque County which has been very competitive compared to peer counties.

Table 3.3. Comparison of Incomes in Selected Iowa Counties, 2009-2023

Dubuque County					
Income type	2013	2018	2023	Change	%
Median household income	\$51,475	\$61,321	\$75,919	\$24,444	47.5%
Median family income	\$66,046	\$76,319	\$98,842	\$32,796	49.7%
Median nonfamily income	\$30,499	\$32,148	\$42,232	\$11,733	38.5%
Per capita income	\$26,254	\$31,096	\$40,624	\$14,370	54.7%
Black Hawk County					
Income type	2013	2018	2023	Change	%
Median household income	\$45,747	\$52,688	\$64,581	\$18,834	41.2%
Median family income	\$61,495	\$69,922	\$86,319	\$24,824	40.4%
Median nonfamily income	\$29,252	\$32,008	\$37,409	\$8,157	27.9%
Per capita income	\$24,273	\$29,100	\$42,099	\$17,826	73.4%
Johnson County					
Income type	2013	2018	2023	Change	%
Median household income	\$53,424	\$61,640	\$74,721	\$21,297	39.9%
Median family income	\$79,964	\$92,284	\$115,914	\$35,950	45.0%
Median nonfamily income	\$30,135	\$32,789	\$43,147	\$13,012	43.2%
Per capita income	\$29,592	\$34,310	\$44,699	\$15,107	51.1%
Linn County					
Income type	2013	2018	2023	Change	%
Median household income	\$57,260	\$64,862	\$76,421	\$19,161	33.5%
Median family income	\$75,761	\$84,320	\$97,372	\$21,611	28.5%
Median nonfamily income	\$32,884	\$38,007	\$45,888	\$13,004	39.5%
Per capita income	\$29,943	\$34,289	\$42,497	\$12,554	41.9%
Scott County					
Income type	2013	2018	2023	Change	%
Median household income	\$52,735	\$58,803	\$76,363	\$23,628	44.8%
Median family income	\$70,480	\$76,123	\$99,650	\$29,170	41.4%
Median nonfamily income	\$30,624	\$33,725	\$46,284	\$15,660	51.1%
Per capita income	\$28,948	\$31,873	\$42,754	\$13,806	47.7%

Source: US Census Bureau, 2009-2023 American Community Survey Estimates,

Poverty

Poverty rate is the ratio of the population whose income falls below the poverty line. The poverty line is taken as half the median household income of the total population. Poverty rates are used to determine eligibility for programs and benefits, such as Medicaid, Children's Health Insurance Program, and savings on marketplace health insurance.

Dubuque County's poverty rate has decreased from 10.9% to 9.4%, the second highest change compared to peer counties.

Table 3.4. Poverty Rate in Selected Iowa Counties, 2009-2023

County	2013	2018	2023	Change	Percent Change
Dubuque	10.9%	11.7%	9.4%	-1.5%	-13.8%
Black Hawk	17.0%	16.0%	14.7%	-2.3%	-13.5%
Johnson	17.7%	17.8%	16.7%	-1.0%	-5.6%
Linn	9.7%	9.5%	9.9%	0.2%	2.1%
Scott	13.1%	12.1%	11.6%	-1.5%	-11.5%

Table 3.4. Poverty Rate in Selected Iowa Counties, 2009-2023

Source: US Census Bureau, 2009-2023 American Community Survey Estimates.

Commuting – Inflow and Outflow

Figure 3.6 highlights the 15,511 workers living in Dubuque County (the light green circle) and 22,147 workers employed in Dubuque County (the dark green circle). The intersection of the two circles represents the 36,369 workers living and working in Dubuque County.

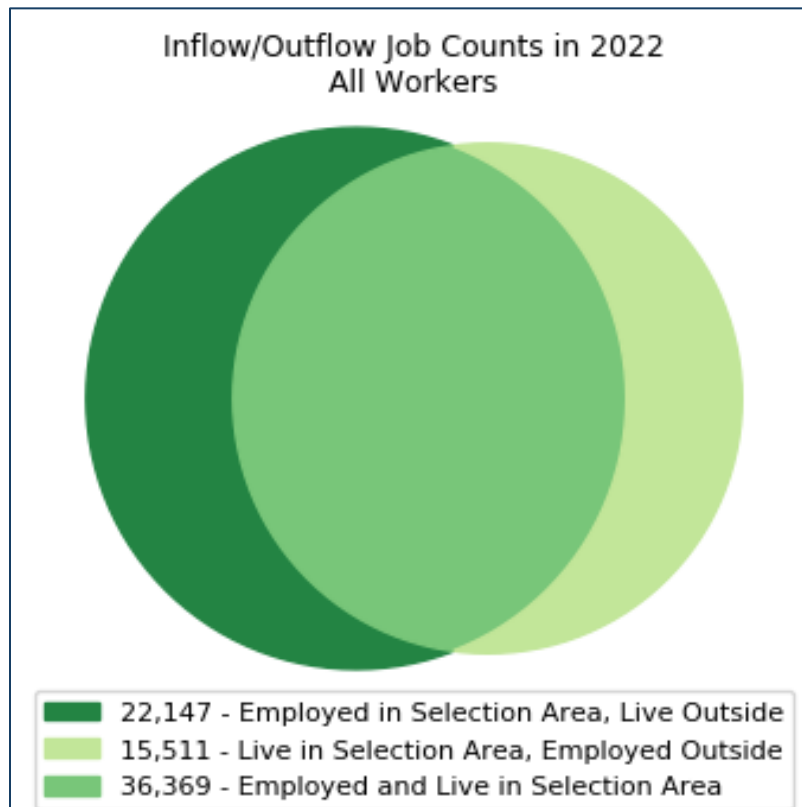


Figure 3.6. Inflow/Outflow Job Counts in 2022, Dubuque County

Source: US Census Bureau, Census On The Map

Table 3.5 shows the counts and percentages of Dubuque County's workers and residents that flow in and out of the city. 70.1% of residents also work in Dubuque County, and 62.2% of Dubuque County's workers live in the city.

Table 3.5. Worker Totals and Flows in 2022, Dubuque County

Worker Totals and Flows	Count	Share
Employed in the Selection Area	58,516	100%
Employed in the Selection Area but Living Outside	22,147	37.8%
Employed and Living in the Selection Area	36,369	62.2%
Living in the Selection Area	51,880	100%
Living in the Selection Area but Employed Outside	15,511	29.9%
Living and Employed in the Selection Area	36,369	70.1%

Source: US Census Bureau, Census On The Map.

The Home to Work map in Figure 3.7 indicates the commutes of Dubuque County residents in the workforce to their jobs. The table on the map shows that 59.8% of workers travel less than 10 miles from home, and 75.1% commute less than 25 miles.

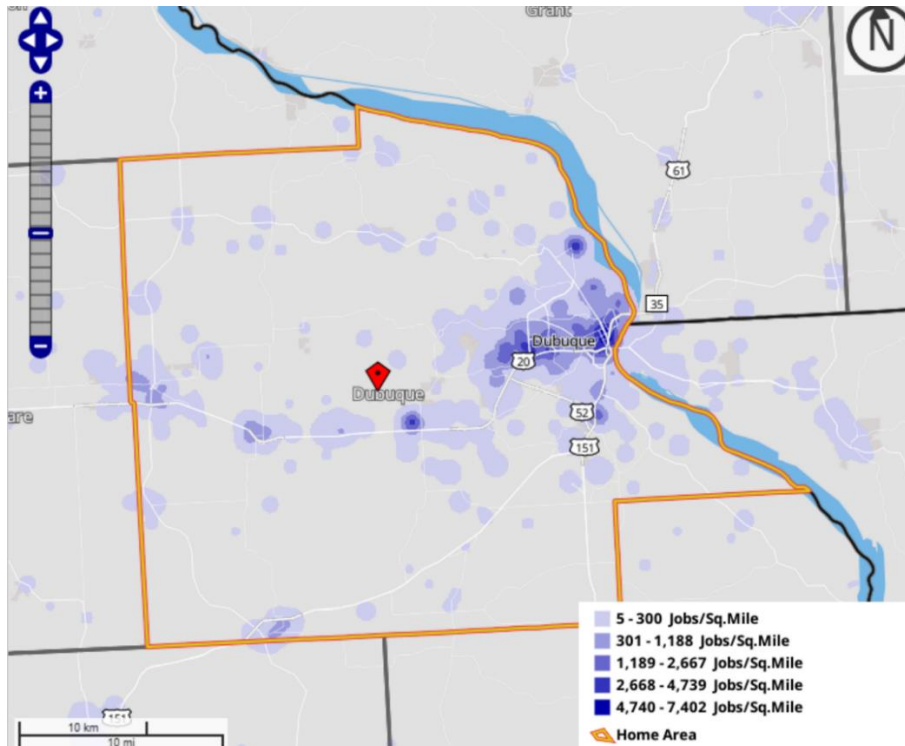


Figure 3.7. Home to Work in 2022, Dubuque County

Source: US Census Bureau, Census On The Map.

The Home to Work map indicates the commutes of Dubuque County residents in the workforce to their jobs. Table 3.6 shows that 55.7% of workers travel less than 10 miles from home, and 73% commute less than 25 miles.

Table 3.6. Distance to Work for Dubuque County residents, 2022

Total All Jobs	Count	Share
Less than 10 miles	32,568	55.7%
10 to 24 miles	10,103	17.3%
25 to 50 miles	3,829	6.5%
Greater than 50 miles	12,016	20.5%

Source: US Census Bureau, Census On The Map

Dubuque County commuting patterns have remained fairly consistent over the last several years. Figure 3.8 illustrates the home location of workers employed in Dubuque County, showing that the share who live and work in the county and those commuting into the county from outside. The percentages have remained fairly consistent since 2010.

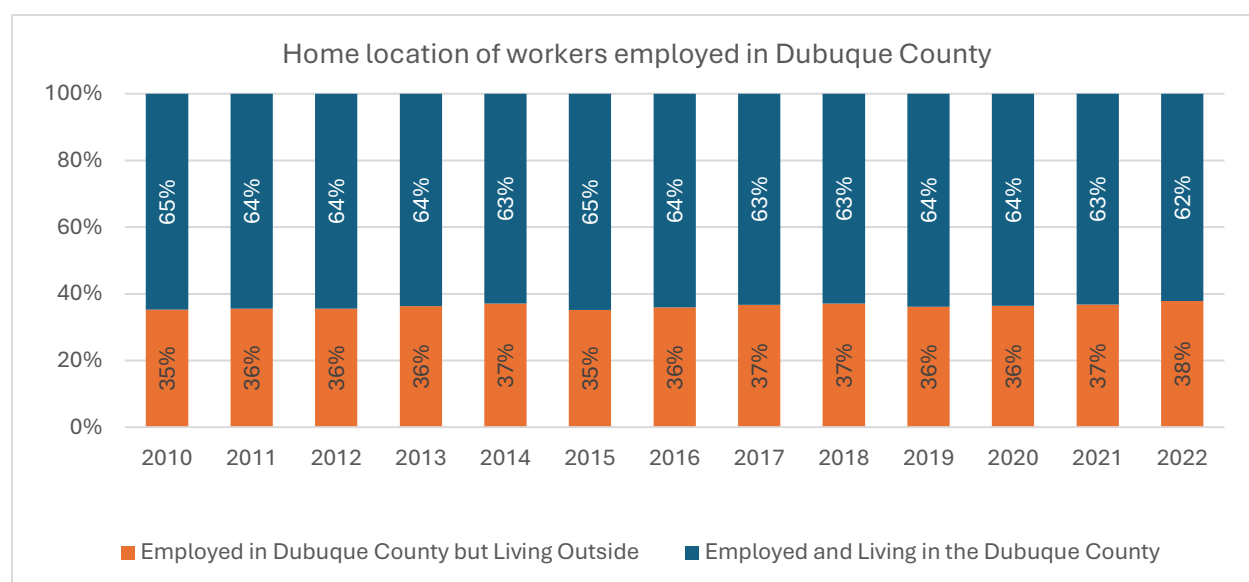


Figure 3.8. Home location of workers employed in Dubuque County

Source: US Census Bureau, Census On The Map

4. Housing Trends

There are many factors that go into understanding an area's housing supply, including answers to questions like: how much housing is there, where is it located, what kind of housing is there, who lives there, and how new is it?

Number of Housing Units

According to US Census Bureau Decennial Census, the total number of housing units in Dubuque County grew from 35,505 in 2000 to 42,630 in 2020. Figure 4.1 shows a comparison between housing unit growth and growth in number of households between 1970 and 2020.

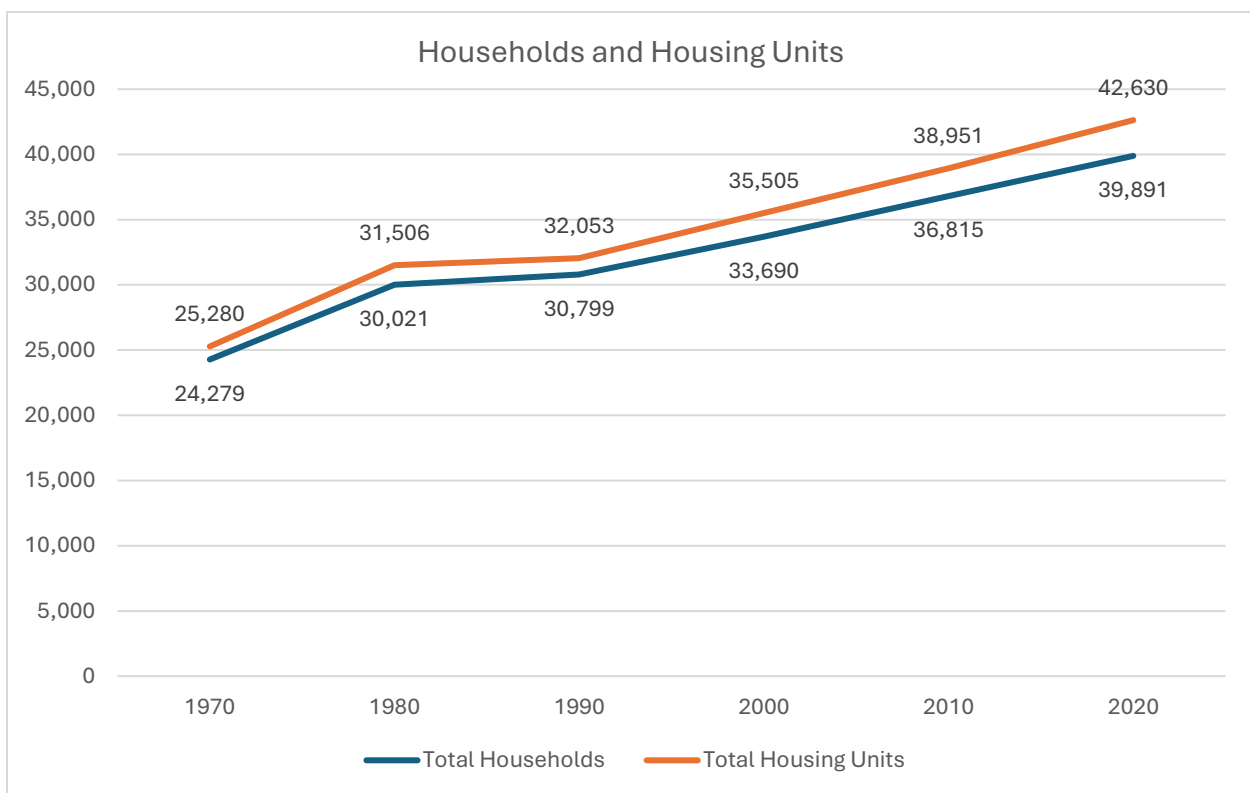


Figure 4.1. Number of Households and Housing Units, Dubuque County 1970-2020

Source: US Census Bureau, Decennial Census

Units in Structure

Based on US Census Bureau ACS estimates for 2009-2023, the 15-year mix of housing types was predominantly single-family detached housing units in Dubuque County (72.3%).

The US Census Bureau ACS 5-year estimates provide housing data on owner-occupied and renter-occupied housing by the number of units for different housing structures.

Table 4.1 shows the predominant owner-occupied housing by units in structure for Dubuque County from 2009-2023. On average, over 90% of owner-occupied housing in Dubuque County from 2009-2023 was single-family detached housing.

Table 4.1. Owner-Occupied Units in Structure, Dubuque County 2009-2023

Units in Structure	2013	2018	2023	Change
1, detached	24,837	24,853	26,987	2,150
1, attached	633	873	1023	390
2, attached or detached	135	221	224	89
3 or 4	271	243	157	-114
5 to 9	162	78	28	-134
10 to 19	13	28	33	20
20 to 49	36	45	5	-31
50 or more	61	44	39	-22
Mobile home	1,108	1,351	1,199	91
Boat, RV, van, etc.	7	0	0	-7

Source: US Census Bureau, 2009-2023 American Community Survey Estimates

Table 4.2 shows the predominant renter-occupied housing by units in structure based on ACS 5-year estimates from 2009-2023. Renter-occupied households have shifted from lower unit structures to higher unit structures from 2009 to 2023.

Table 4.2. Renter-Occupied Units in Structure, Dubuque County 2009-2023

Units in Structure	2013	2018	2023	Change
1, detached	2,429	2,828	2,345	-84
1, attached	503	467	521	18
2, attached or detached	1,540	1,320	1,122	-418
3 or 4	1,675	1,892	1,924	249
5 to 9	1,218	1,256	1,429	211
10 to 19	999	907	1,181	182
20 to 49	760	845	1,111	351
50 or more	846	895	1,048	202
Mobile home	133	184	209	76

Source: US Census Bureau, 2009-2023 American Community Survey Estimates

Tenure

Housing tenure describes the arrangements under which a household occupies a housing unit, with the two tenure types being owner-occupied and renter-occupied.

Figure 4.2 shows the growth in housing units from 1970 to 2020 in Dubuque County as well as the distribution of tenure. Dubuque County grew from 24,279 occupied units to 39,891 units in this time period, a growth of 64.3% or 1.29% year-over-year. The share of renter-

occupied units grew larger in this time period, expanding from 6,502 to 11,522, an increase of 77.2% or 1.54% year-over-year and making up 28.9% of total occupied units in 2020. In contrast, owner-occupied units grew from 17,777 to 28,369 units, an increase of 59.6% or 1.19% year-over-year and making up 71.1% of total occupied units in 2020.

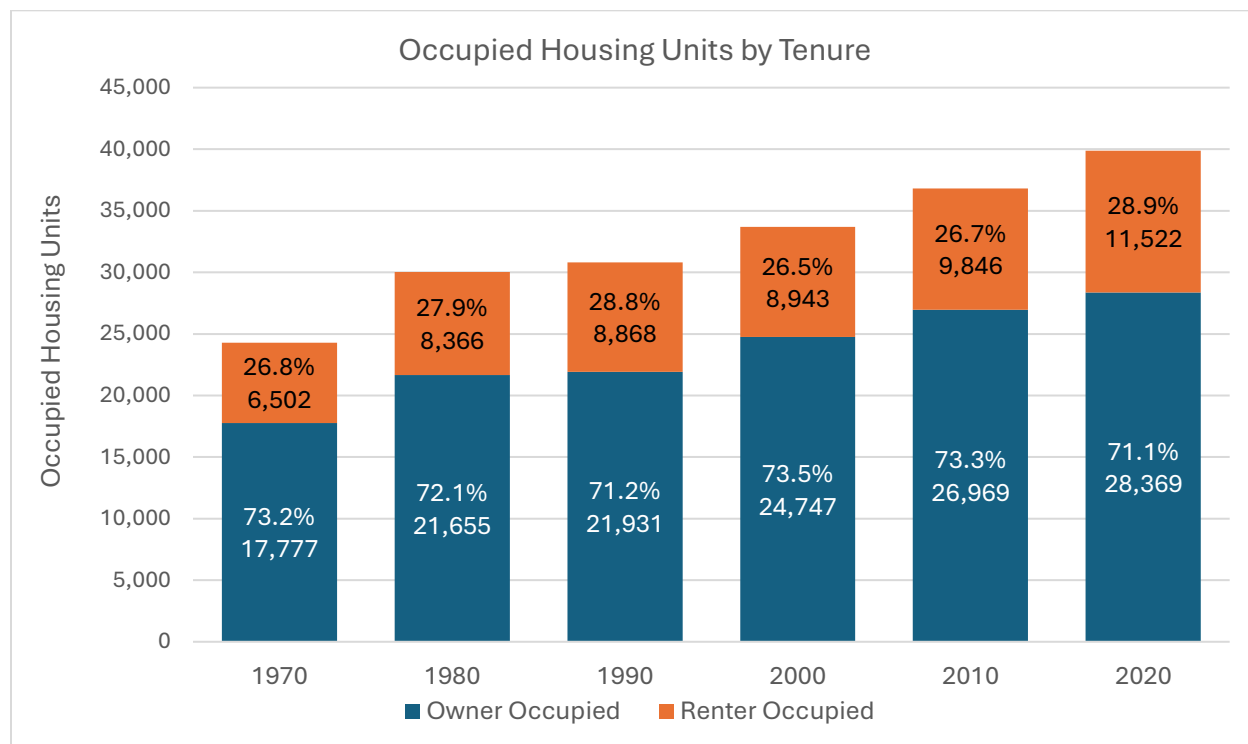


Figure 4.2. Occupied Housing Units by Tenure, Dubuque County 1970-2020

Source: US Census Bureau, Decennial Census

Group Quarters

The US Census Bureau classifies people not living in a housing unit as living in group quarters. Group quarters housing is defined by the Census as a group living arrangement that is owned or managed by an organization. Group quarters arrangements include college residence halls, skilled nursing facilities, military barracks, and correctional facilities, among others. In 2020, Dubuque County had 4,157 people living in group quarters or about 4.2% of the total county population.

Age of Housing Units

As one of the oldest communities in the state of Iowa, it is not surprising that the county's housing stock includes many older structures. Table 4.3 provides the age of housing for Dubuque County units by the year the structure was built based on the 2023 US Census Bureau ACS 1-year estimate. Dubuque County's housing stock is a mixture of newer and older housing structures with almost one quarter of the county's units built prior to 1939. While

older structures can provide excellent housing options, these older units often require special care and ongoing maintenance to ensure a safe living environment and meet the needs of today's residents. Older housing units that are in poor condition may provide an opportunity for rehabilitation. This could help elevate the quality of its existing housing stock and bring home values up in undervalued neighborhoods. Similar opportunities may be available in older non-residential structures which could be rehabilitated and converted for residential use. Dubuque's Historic Millwork District is a prime example of this type of project.

Table 4.3. Year Structure Built, Dubuque County 2023

Year Built	Units	Percent
Built 2020 or later	1,007	2%
Built 2010 to 2019	3,296	8%
Built 2000 to 2009	4,939	12%
Built 1990 to 1999	4,838	11%
Built 1980 to 1989	2,263	5%
Built 1970 to 1979	5,164	12%
Built 1960 to 1969	6,003	14%
Built 1950 to 1959	3,927	9%
Built 1940 to 1949	1,262	3%
Built 1939 or earlier	10,190	24%
Total	42,889	

Source: US Census Bureau, 2023 American Community Survey 1-Year Estimate

Table 4.4 shows Dubuque County housing units by year structure built and tenure. Historically, a large majority of the county's housing units have been owner-occupied. In recent years, however, this trend has shifted with 52% of units constructed since 2020 being renter-occupied.

Table 4.4. Year Structure Built by Tenure, Dubuque County 2023

Year Built	Owner-Occupied Units	Renter-Occupied Units	Owner-Occupied Percent	Renter-Occupied Percent
Built 2020 or later	485	522	48%	52%
Built 2010 to 2019	2,567	729	78%	22%
Built 2000 to 2009	3,443	1,496	70%	30%
Built 1990 to 1999	3,781	1,057	78%	22%
Built 1980 to 1989	1,472	791	65%	35%
Built 1970 to 1979	4,202	962	81%	19%
Built 1960 to 1969	4,654	1,349	78%	22%
Built 1950 to 1959	3,102	825	79%	21%
Built 1940 to 1949	1,212	50	96%	4%
Built 1939 or earlier	6,876	3,314	67%	33%
Total Units	31,794	11,095		

Source: US Census Bureau, 2023 American Community Survey 1-Year Estimate

Housing Construction Trends

Housing construction activity is tracked using data from the U.S. Census Bureau's Building Permits Survey (BPS). The BPS collects data on new housing units authorized by building permits and serves as an indicator of residential construction activity.

BPS data is reported monthly at multiple geographic levels, including for metropolitan counties such as Dubuque County. The reports provide the number of housing units authorized, categorized by the number units in the structure.

The data has some limitations. Not all jurisdictions issue building permits, and participation in the survey is voluntary. As a result, some housing units may not be captured. Despite these limitations, BPS data is valuable because it provides a long term-measure of housing construction trends over time.

Figure 4.3 presents the BPS data for Dubuque County from 2015-2025. The data indicates that during this period, the number of single-family homes constructed each year has decreased while the number of multi-family units has increased, especially units in buildings with 5 or more units. The construction numbers have fluctuated from year to year, but overall, the county has continued to add housing units at a steady pace with larger multifamily developments accounting for larger increases in years such as 2021 and 2024.

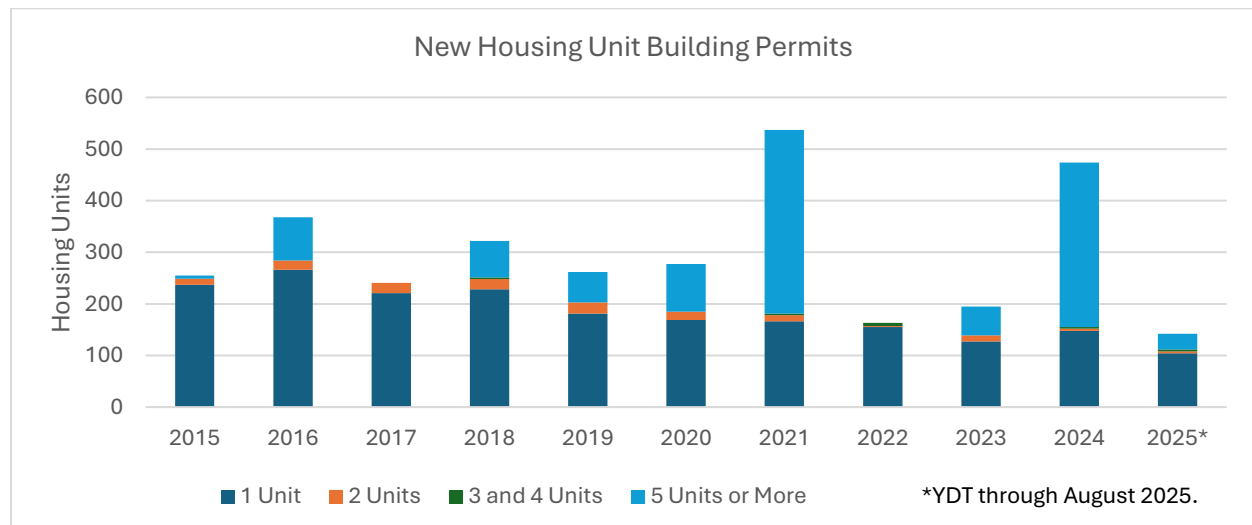


Figure 4.3. New Housing Unit Building Permits, Dubuque County
 Source: Building Permits Survey, U.S. Census Bureau. 2015-2025.

In addition to the BPS data, information on recent and planned housing construction is available directly from local jurisdictions. This data can be more accurate because it is coming directly from the communities that are issuing the permits. However, it may not be consistently available from all jurisdictions over time making it more difficult to track long-term trends.

City of Dubuque Construction Reports

Table 4.5 provides the City of Dubuque’s construction permit data for new housing units from 2014 to 2025. The table shows both the number of permits issued and the number of housing units authorized under those permits. Overall, trends in the city generally align with Dubuque County: the number of single-family units has declined over time, while multi-family development has increased, with significant spikes in 2021 and 2024.

It is important to note that this data is reported based on the year the permit was issued and not the year construction was completed. For example, the large number of multi-family units permitted in 2024 are likely under construction in 2025.

Table 4.5. City of Dubuque New Construction Permits and Units

Permits	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Single	82	76	98	67	70	72	40	40	51	39	39	35
Duplex	0	0	1	0	0	0	0	0	0	0	0	1
Multi-Family	0	0	2	0	0	1	2	2	0	2	6	2
Total	82	76	101	67	70	73	42	42	51	41	45	38
Units	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Single	82	76	98	67	70	72	40	40	51	39	39	35
Duplex	0	0	2	0	0	0	0	0	0	0	0	2
Multi-Family	0	0	84	0	0	6	56	160	0	44	333	18
Total	82	76	184	67	70	78	96	200	51	83	372	55

Source: City of Dubuque 2014-2025.

In addition to past construction activity, the City of Dubuque also tracks ongoing and planned housing development in its *Creating Housing Opportunities Report*. The data used in this assessment comes from the September 22, 2025 version of the report.

Table 4.6 highlights the residential subdivisions in Dubuque that currently have lots or units available. As of the report data there 279 lots/units available. Several subdivisions have future phases planned add would additional capacity.

Table 4.5. Residential Lot Availability in the City of Dubuque

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	

Source: *Creating Housing Opportunities Report*, City of Dubuque, 9/22/2025.

The City of Dubuque's report also tracks of multi-family development. Table 4.7 shows that eight construction projects, with 384 total units, were active in September 2025.

Table 4.7. Multi-Family Development – Under Construction

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			

Source: Creating Housing Opportunities Report, City of Dubuque, 9/22/2025.

Highlighted rows identify workforce housing projects

The report additionally provides information on other projects in various stages of the development review process. Altogether, more than 2,600 units citywide are approved, under review, under construction, or recently completed. While this offers a useful snapshot of the current development pipeline, many of these units are still early in the process. Some projects may take years to reach construction, and others may not ultimately be completed.

Other City Housing Construction

Cascade

- City of Cascade has added 16 single-family homes and 2 multi-family homes in the last three years.

Dyersville

- 54 new housing structures were constructed in Dyersville between January ,1 2022 and August 31, 2024. This included the following:
 - Single Family -42
 - Duplex - 1
 - Tri-plex - 3
 - Manufactured Home – 8

Peosta

- The City if Peosta issued building permits for 432 housing units from 2020-2024 as follows:
 - 108 single-family (1 unit, detached))
 - 30 duplexes (2 units)
 - 212 apartments (12-18 units)
 - Student housing (82 units)

5. Housing Market

This section uses a collection of indicators to help understand housing supply and demand in Dubuque County.

Occupancy and Vacancy

Vacant housing units are a key indicator of demand for a housing market. Low vacancy rates signal that demand is exceeding supply, which leads to rising rents and home prices, reduced affordability, and difficulty finding available housing. High vacancy rates can indicate oversupply, weak demand, or broader economic challenges. In a balanced market, rents and home prices increase at a steady, sustainable pace that benefits both housing providers and consumers.

Target vacancy rates are a general rule of thumb that help us understand a housing market. The target rates are not intended to be a hard rule but are meant to be a general rule of thumb that can help us analyze data. Target vacancy rates vary by tenure. Rental units typically have a higher vacancy rate than owner-occupied units as rental units typically have more unoccupied time between tenants. Target vacancy rates will change depending on who you ask, but for the sake of this report the following rate ranges will be used:

- 1-2% for Owner-Occupied Units
- 5-9% for Renter-Occupied Units

While these target rates provide a helpful rule of thumb, it is also important to remember that every housing market is unique and current market trends vacancy rates should also be compared to historical trends within the same market.

Overall Vacancy

Tables 5.1-5.3 provide a comparison of housing occupancy between Dubuque and peer counties for total housing units as well as overall vacancy rates using ACS 5-year estimates from 2009-2023. Each county saw an increase in total and occupied housing units from 2009-2023. The overall vacancy rate for Dubuque County went from 5.4% in 2009-2013 to 6% in 2019-2023. This is the lowest vacancy rate between the selected counties.

Table 5.1. Housing Occupancy and Vacancy Rates in Selected Iowa Counties, 2009-2013

Occupancy 2009-2013	Dubuque	Black Hawk	Johnson	Linn	Scott
Total Housing Units	39,388	56,079	56,543	92,848	72,127
Occupied Housing Units	37,366	52,276	54,005	86,052	67,049
Vacant Housing Units	2,022	3,803	2,538	6,796	5,078
Overall Vacancy Rate	5.4%	7.3%	4.7%	7.9%	7.6%

Source: US Census Bureau, 2009-2013 American Community Survey Estimates

Table 5.2. Housing Occupancy and Vacancy Rates in Selected Iowa Counties, 2014-2018

Occupancy 2014-2018	Dubuque	Black Hawk	Johnson	Linn	Scott
Total Housing Units	41,065	57,603	62,280	96,473	73,869
Occupied Housing Units	38,330	52,976	58,163	89,807	67,025
Vacant Housing Units	2,735	4,627	4,117	6,666	6,844
Overall Vacancy Rate	7.1%	8.7%	7.1%	7.4%	10.2%

Source: US Census Bureau, 2014-2018 American Community Survey Estimates

Table 5.3. Housing Occupancy and Vacancy Rates in Selected Iowa Counties, 2019-2023

Occupancy 2019-2023	Dubuque	Black Hawk	Johnson	Linn	Scott
Total Housing Units	43,003	58,748	67,211	101,989	78,130
Occupied Housing Units	40,585	53,740	62,214	95,051	72,675
Vacant Housing Units	2,418	5,008	4,997	6,938	5,455
Overall Vacancy Rate	6.0%	9.3%	8.0%	7.3%	7.5%

Source: US Census Bureau, 2019-2023 American Community Survey Estimates

Housing vacancy status can be due to several factors:

- For rent
- Rented, not occupied
- For sale only
- Sold, not occupied
- For seasonal, recreational, or occasional use
- For migrant workers
- Other vacant

Table 5.4 provides a comparison in Dubuque County of housing vacancy status using ACS 5-year estimates from 2009-2023. The most common reasons for housing vacancy in the Dubuque County were “For rent” and “Other.”

Table 5.4. Housing Vacancy Status in Dubuque County, 2009-2023

Housing Vacancy Status	2009-2013	2014-2018	2019-2023	Change
For rent	780	759	619	-161
Rented, not occupied	21	77	108	87
For sale only	111	198	178	67
Sold, not occupied	87	119	134	47
For seasonal, recreational or occasional use	360	369	250	-110
For migrant workers	0	0	0	0
Other vacant	663	1213	1129	466

Source: US Census Bureau, 2019-2023 American Community Survey Estimates

Rental Vacancy

A rental vacancy rate can be estimated from ACS data using the following formula:

$$\frac{\text{Units For Rent}}{\text{Units Rented, Not Occupied} + \text{Units For Rent} + \text{Renter-Occupied Units}}$$

Results from the formula are provided in Table 5.5. The results indicate a declining rental vacancy rate between 2009 and 2023. The most recent rate of 5.3% for the 2019-2023 period has fallen to the low end of the balanced range of 5-9%.

Table 5.5 ACS Rental Vacancy Rates

	2009-2013	2014-2018	2019-2023
Renter Vacancy Rate	7.2%	6.6%	5.3%

Source: US Census Bureau, 2019-2023 American Community Survey Estimates

Results from the rental property owner and manager survey were used to provide a more current estimate of rental vacancy rates in 2025. Of the 1,143 units included in the survey, a total of 70 were vacant, resulting in an overall vacancy rate of 6.12%.

The survey rates shown in Table 5.6 were calculated using a different methodology than the ACS rates shown in Figure 5.5 and do not provide a direct comparison. However, the survey-calculated vacancy rate does fall in the middle of the balance market range, suggesting that the new rental units added in recent years are being absorbed and the area rental market continues to maintain a healthy vacancy rate. Going forward, continued surveys rental property owners and managers could help establish a vacancy rate trend line that can be used to monitor vacancy rates in rental properties.

Table 5.6. Survey Vacancy Rates

	Total Units	Vacant Units	Vacancy Rate
Studio	21	4	19.05%
1 Bedroom	277	12	4.33%
2 Bedroom	567	43	7.58%
3 Bedroom	204	8	3.92%
4 Bedroom	61	2	3.28%
5 or more bedrooms	13	1	7.69%
Total	1,143	70	6.12%

Source: ECIA, Dubuque County Rental Property Owner and Manager Survey, 2025

Homeowner Vacancy

The homeowner vacancy rate can be calculated using ACS data and the formula below:

$$\frac{\text{Units For Sale Only}}{\text{Units Sold, Not Occupied} + \text{Units For Sale Only} + \text{Owner-Occupied Units}}$$

Results from the homeowner formula are provided in Table 5.7. The results show some fluctuations in the vacancy rate between 2009-2013 and 2019-2023. The most recent rate of 0.6% for the 2019-2023 period, down from 0.71% in the 2014-2018.

Table 5.7. ACS Homeowner Vacancy Rates

	2009-2013	2014-2018	2019-2023
Owner Vacancy Rate	0.41%	0.71%	0.60%

Source: US Census Bureau, 2019-2023 American Community Survey Estimates

Rates from all three estimates are below the target balanced range for owner-occupied units of 1-2%. This could be an indicator of higher demand, but there are also a couple of other items to keep in mind.

Item one is that there is some variation in the target rates across markets, and it is also important to keep local trends in mind. With all three rates are below 1% it could be that that is the normal range for Dubuque County.

The second item is that this formula is only looking at units that are for sale. There are other types of vacant units, including those that are abandoned or unoccupiable for one reason or another. The ACS includes these units in the “Other Vacant” category. The ACS does not tell us if these units are rental or homeowner units, so we can’t factor them into our analysis, but we can note that these units could bump the overall vacancy rate up into that 1-2% range.

Based on available data, it seems that Dubuque County is in a currently in a generally balanced position for homeowner vacancies., however there are some signs of a tightening market.

Housing Prices and Sales

Home prices and sales volume are another key housing market indicator. Rapid price increases can indicate high demand while stagnant or falling prices can indicate low demand or poor economic conditions. Balanced market conditions are characterized by steady price increases that benefit both housing producers and consumers.

Median housing value refers to the middle price point of all homes in a specific area, meaning that half of the homes in that area are valued at or above that price, and half are valued at or below it. This represents the “typical” home price in a given location. Unlike the average home price, the median is less affected by extreme values, making it a more accurate representation of the typical home price in a market.

Table 5.8 provides a regional comparison of the median value of owner-occupied housing units using 2009-2023 ACS 5-year estimates.

Table 5.8. Median Home Value in Selected Iowa Counties, 2009-2023

County	2013	2018	2023	Change	%
Dubuque	\$145,900	\$160,900	\$226,100	\$80,200	55.0%
Black Hawk	\$123,600	\$143,100	\$182,400	\$58,800	47.6%
Johnson	\$186,000	\$216,900	\$293,100	\$107,100	57.6%
Linn	\$144,300	\$153,700	\$204,400	\$60,100	41.6%
Scott	\$143,600	\$158,200	\$212,500	\$68,900	48.0%

Source: US Census Bureau, 2009-2023 American Community Survey Estimates

Table 5.9 shows the distribution of value of Dubuque County's owner-occupied housing stock using 2019-2023 5-year ACS estimates. Most of Dubuque's owner-occupied units have a value that lies between \$100,000 and \$499,999.

Table 5.9. Distribution of Housing Value of Owner-Occupied Units in Dubuque County, 2019-2023

Housing Value	Dubuque County	Percent
Owner-Occupied Units	29,695	100.0%
Less than \$50,000	1,694	5.7%
\$50,000 to \$99,999	1,495	5.0%
\$100,000 to \$149,999	3,897	13.1%
\$150,000 to \$199,999	5,014	16.9%
\$200,000 to \$299,999	8,551	28.8%
\$300,000 to \$499,999	6,814	22.9%
\$500,000 to \$999,999	1,856	6.3%
\$1,000,000 or more	374	1.3%

Source: US Census Bureau, 2019-2023 American Community Survey Estimates

Figure 5.1 provides a map of estimated home values for Dubuque County from Realtor.com. generally lower valued homes are located in the center of Dubuque, while higher values properties are located around the edges of Dubuque and in the communities and rural areas surrounding the city.



Figure 5.1. Estimated Home Value in Dubuque County

Source: Realtor.com

The East Central Iowa Association of Realtors (ECIAOR) provided Multiple Listing Service (MLS) Market Statistics of residential property for sale in Dubuque County from 2017 to 2024. Table 5.10 shows the total amount of properties listed and sold in Dubuque County from that time period.

Table 5.10. Total Listings and Sales in Dubuque County, 2017-2024

Year	Total Listed	Total Sold	Percent Sold
2017	1,470	1,188	80.8%
2018	1,368	1,148	83.9%
2019	1,255	1,074	85.6%
2020	1,300	1,216	93.5%
2021	1,384	1,281	92.6%
2022	1,273	1,161	91.2%
2023	1,060	921	86.9%
2024	1,155	974	84.3%

Source: Dubuque County MLS Data, East Central Iowa Association of Realtors

The median list price is the price where half the listed prices are higher and the other half are lower. This is in contrast to the average list price, which is the mean of all home prices. List

price and sale price can differ because the list price reflects what sellers hope to get, influenced by their expectations and market optimism. Table 5.11 shows average list and sale prices from 2017-2024 in Dubuque County. Table 5.12 shows median list and sale prices for Dubuque County from 2017 to 2024

Table 5.11. Average List and Sale Price in Dubuque County, 2017-2024

Year	Prices		Sale to List		Year over Year Change			
	Average List Price	Average Sale Price	Difference	Ratio	List Price		Sale Price	
2017	\$199,237	\$194,285	-\$4,952	0.98				
2018	\$201,469	\$196,766	-\$4,703	0.98	\$2,232	1.1%	\$2,481	1.3%
2019	\$220,597	\$214,825	-\$5,772	0.97	\$19,128	9.5%	\$18,059	9.2%
2020	\$230,147	\$219,166	-\$10,981	0.95	\$9,550	4.3%	\$4,341	2.0%
2021	\$243,143	\$239,665	-\$3,478	0.99	\$12,996	5.6%	\$20,499	9.4%
2022	\$259,255	\$258,919	-\$336	1.00	\$16,112	6.6%	\$19,254	8.0%
2023	\$269,931	\$266,741	-\$3,190	0.99	\$10,676	4.1%	\$7,822	3.0%
2024	\$284,398	\$280,333	-\$4,065	0.99	\$14,467	5.4%	\$13,592	5.1%
Change	\$85,161	\$86,048			\$85,161	42.7%	\$86,048	44.3%

Source: Dubuque County MLS Data, East Central Iowa Association of Realtors

Table 5.12. Median List and Sale Price in Dubuque County, 2017-2024

Year	Prices		Sale to List		Year over Year Change			
	Median List Price	Median Sale Price	Difference	Ratio	List price		Sale Price	
2017	\$169,050	\$166,000	-\$3,050	0.98				
2018	\$174,222	\$170,000	-\$4,222	0.98	\$5,172	3.1%	\$4,000	2.4%
2019	\$179,900	\$176,500	-\$3,400	0.98	\$5,678	3.3%	\$6,500	3.8%
2020	\$179,900	\$178,000	-\$1,900	0.99	\$0	0.0%	\$1,500	0.8%
2021	\$194,900	\$206,000	\$11,100	1.06	\$15,000	8.3%	\$28,000	15.7%
2022	\$217,500	\$220,000	\$2,500	1.01	\$22,600	11.6%	\$14,000	6.8%
2023	\$225,000	\$224,000	-\$1,000	1.00	\$7,500	3.4%	\$4,000	1.8%
2024	\$243,750	\$240,000	-\$3,750	0.98	\$18,750	8.3%	\$16,000	7.1%
Change	\$74,700	\$74,000			\$74,700	44.2%	\$74,000	44.6%

Source: Dubuque County MLS Data, East Central Iowa Association of Realtors

Figure 5.2 tracks Dubuque County's residential list and sale prices from 2017 to 2024. Generally, prices have been on an upward trajectory. The rate of increase accelerated during the pandemic, and the median sale prices exceeded median list prices in 2021, indicating that demand was outpacing supply at that time. The median sale price increased by \$28,000 or 15.7% between 2020 and 2021.

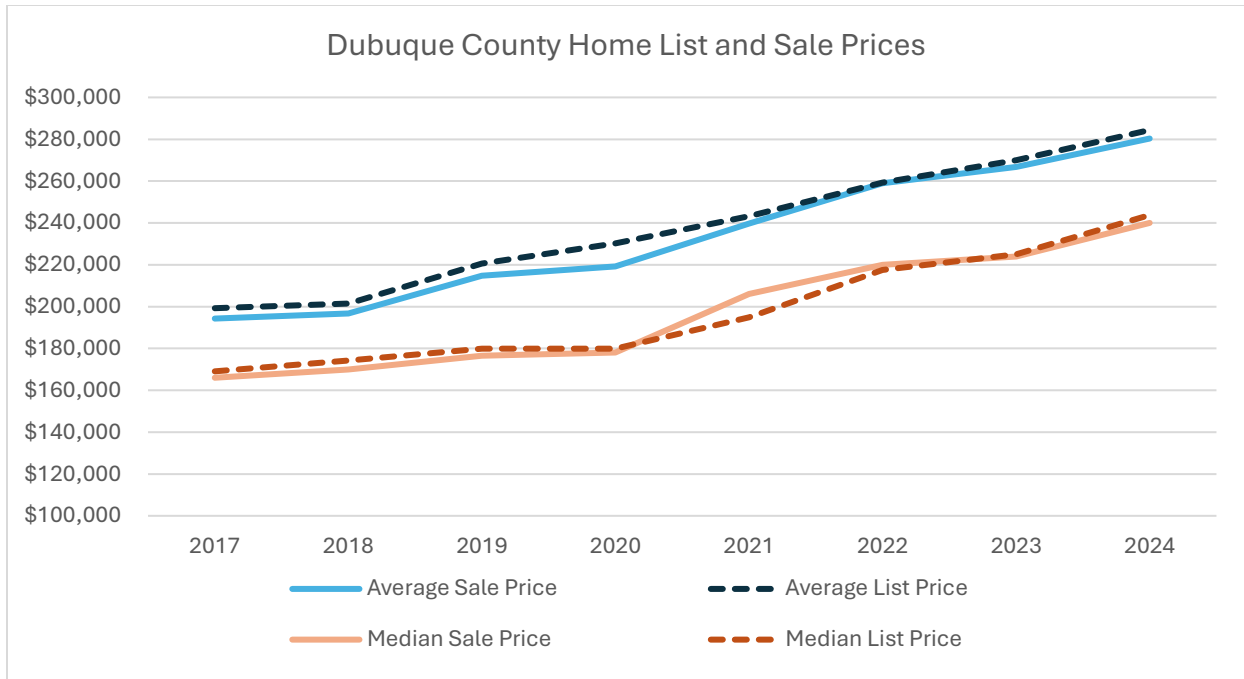


Figure 5.2. Dubuque County Home Sale Prices

Source: Dubuque County MLS Data, East Central Iowa Association of Realtors

Days on the Market

Days on the market (DOM) is a key indicator of housing market conditions. Fewer days on the market indicate high demand relative to supply, a tighter housing market, and an advantage for sellers. Conversely, when homes remain on the market for longer periods of time, it could indicate lower demand relative to supply and an advantage to buyers.

An average DOM value of around 30 is generally viewed as an indicator of a balanced market. However, this number can vary widely between markets, so it can be more meaningful to compare current values to historical trends. Values can also fluctuate seasonally, so annual or seasonally adjusted values can provide a clearer picture of overall trends.

Figures 5.3 and 5.4 show annual median and average DOM for residential properties sold in Dubuque County from 2017 to 2024. Both figures identify 2020 as a clear inflection point. DOM values were consistently higher before 2020 and have remained significantly lower since, suggesting that the tighter housing market may represent a long-term trend, rather than a short-term market disruption caused by the pandemic.

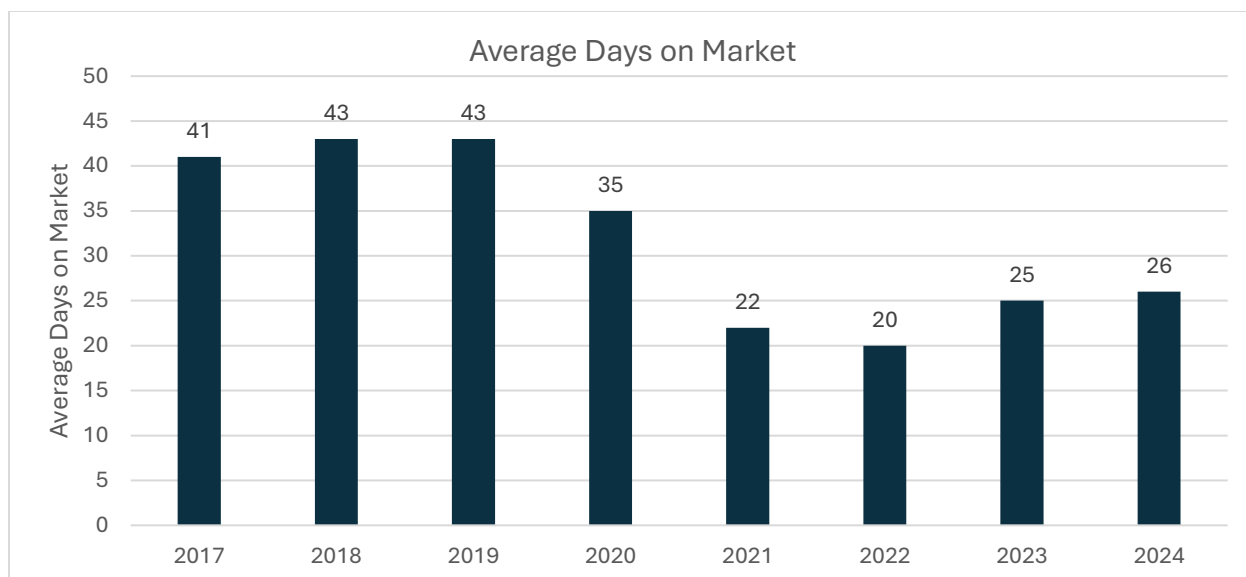


Figure 5.3. Average Days on Market in Dubuque County, 2017-2024

Source: Dubuque County MLS Data, East Central Iowa Association of Realtors

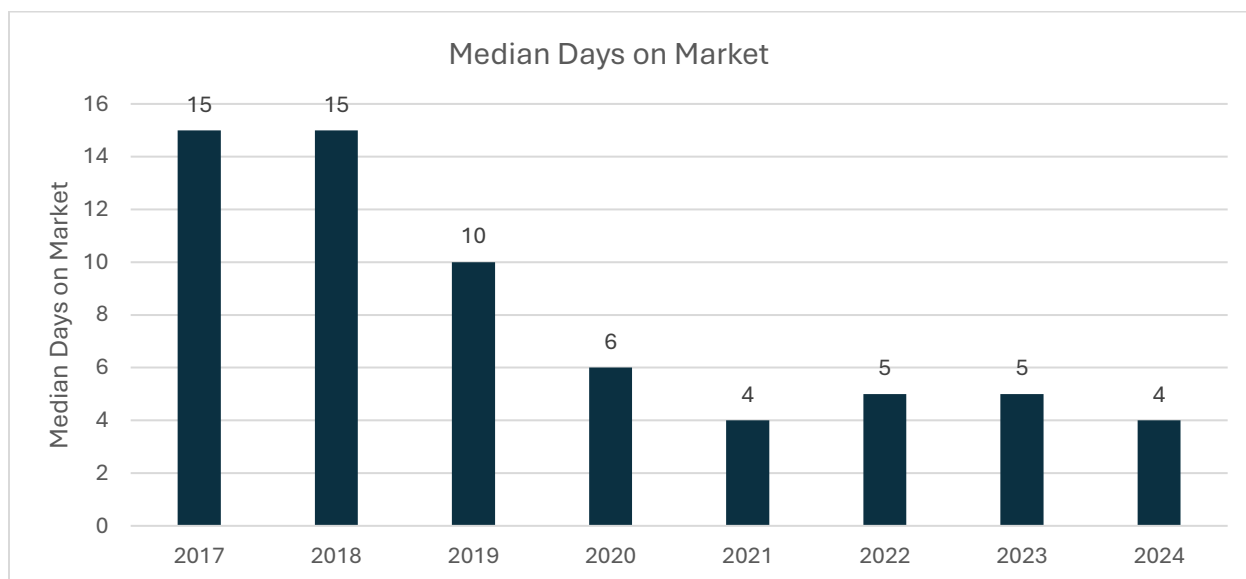


Figure 5.4. Median Days on Market in Dubuque County, 2020-2024

Source: Dubuque County MLS Data, East Central Iowa Association of Realtors

Outside Market Assessments

Several outside firms, including Realtor.com and Zillow, evaluate conditions in local housing markets. These firms provide various assessments of local housing markets at varying geographic levels, offering additional context to locally collected data.

In September 2025, Realtor.com rated the Dubuque County housing market as “balanced”, based on the metric of Sale-to-List-Price Ratio. According to the site, homes in Dubuque County Sold for 1.69% below asking price, indicating a balanced market.

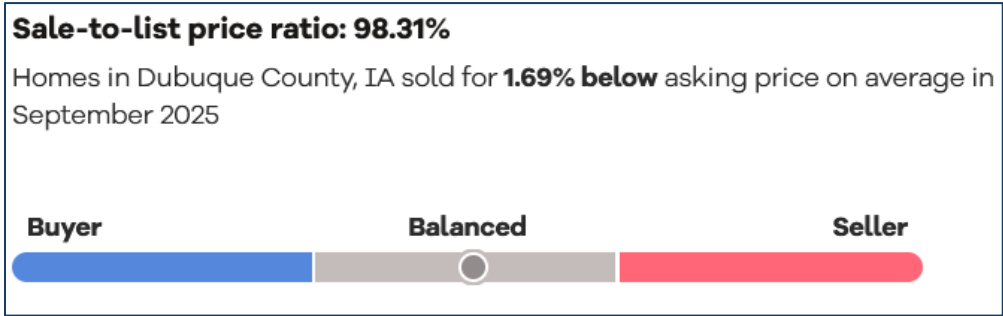


Figure 5.5. Realtor.com Dubuque County Housing Market Assessment
Source: Realtor.com, Accessed 10/9/2025

Zillow provides an overview of owner-occupied and rental housing markets. For owner-occupied units, the Zillow Home Value Index (ZHVI) represents the typical home value for a specified region. ZHVI typical home value for Dubuque County is provided in Figure 5.6. The figure shows an increase in the value of a typical home from approximately \$170,000 in June 2017 to \$270,000 in September 2025. Zillow’s one-year market forecast expects the ZVHI to continue to increase. Zillow’s sale-to-list-price ratio of 0.995 is in line with the ratio reported by Realtor.com, providing another indication of a balanced market.

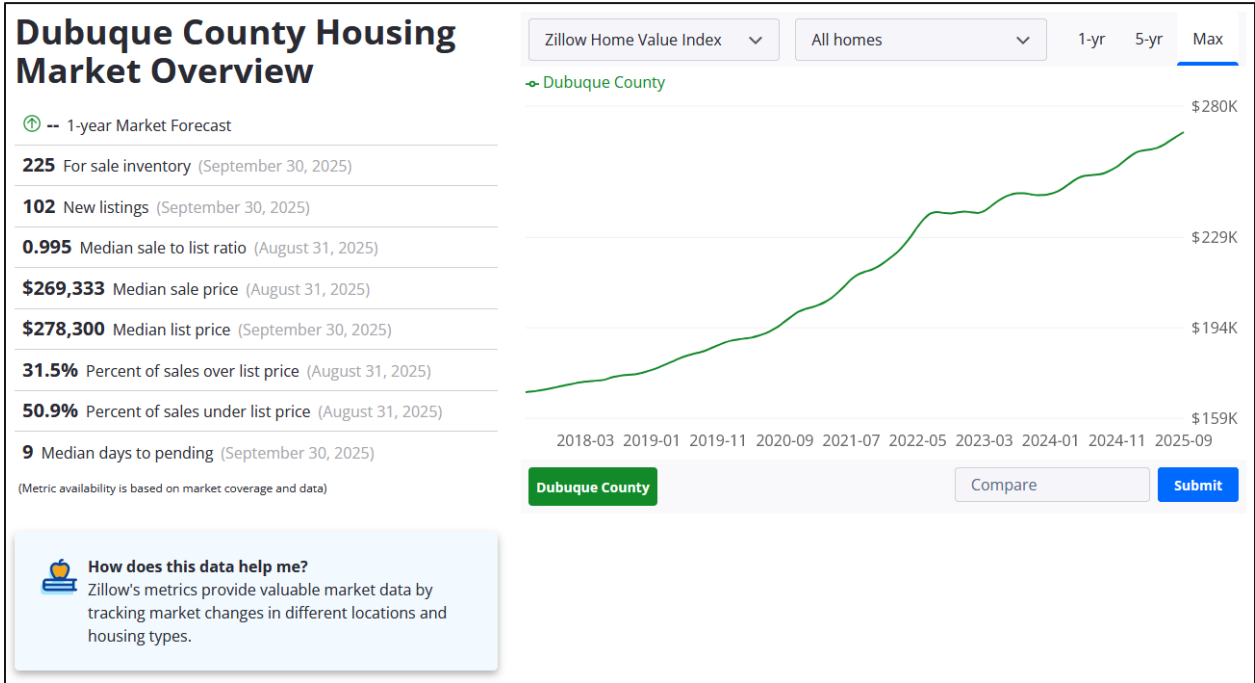


Figure 5.6. Zillow Dubuque County Housing Market Overview
Source: Zillow.com, Accessed 10/9/2025

The Zillow Observed Rent Index (ZORI) measures changes in asking rents over time, controlling for changes in the quality in the available rental inventory. The Observed Rent Index, shown in Figure 5.7 has increased from \$802 in December 2021 to \$1,031 in September 2025. As of September 2025, the index has increased 7.3% year-over-year.

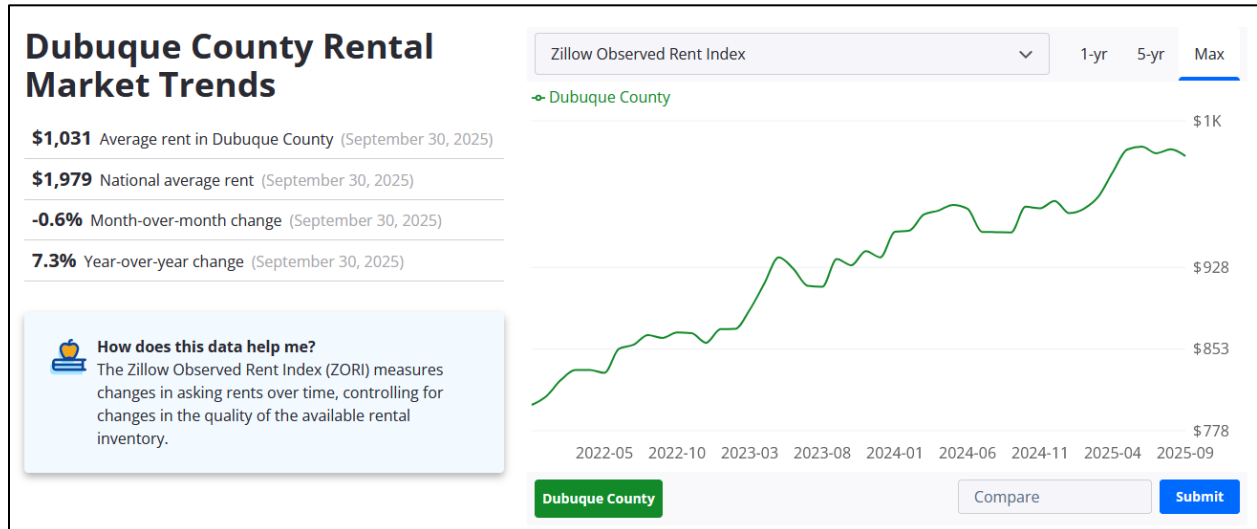


Figure 5.7. Zillow Dubuque County Rental Market Trends

Source: Zillow.com, Accessed 10/9/2025

Balanced Housing Costs

In a balanced housing market, rents and home prices typically move in at a steady sustainable pace that benefits both sellers and landlords and buyers and renters without giving one too much of an advantage.

For rental units in a balanced market, rents generally rise with the rate of inflation which is usually around 2-3% annually. This growth is steady enough to allow landlords to maintain properties and cover costs, but not too fast to price out renters. According to the Zillow Observed rent index rents increased by 7.6% between September 2024 and September 2025.

For the owner-occupied market, home values increase in line with long-term wage growth, usually 3-5% annually. This pace encourages investment and allows owners to build equity and while keeping homes prices attainable for new buyers. Between 2020 and 2024 home sale prices increased 7% per year on average, higher than the target range of 3-5%.

Generally, Dubuque County's housing costs are rising faster than typical balanced-market targets, suggesting tightening affordability for both renters and buyers.

6. Housing Affordability

Housing affordability is the ability of a household to pay for housing while still having money left over for other necessities. The U.S. Department of Housing and Urban Development (HUD) defines affordable housing as housing that costs no more than 30% of a household's gross income. This includes rent, utilities, mortgage payments, taxes, and insurance. Households that spend more than 30% of their income on housing are considered cost-burdened. There are many other factors, however, that affect housing affordability that this definition does not consider.

The Iowa Finance Authority notes: “Homeownership presents one of the most powerful opportunities for building generational wealth. The ripple effects of homeownership are far-reaching, extending to various aspects of life, such as financial, social, and physical well-being, while also delivering significant economic benefits to the broader community. When families have access to homes they can afford, as their income changes over time, it’s proven to lead to success in other areas, including health, education, career opportunities and civic engagement, which in turn strengthens our neighborhoods and communities.” Renters are far more likely to be cost-burdened compared to homeowners.

Homeownership most often requires financing with a mortgage. Table 6.1 provides a comparison of the number of owner-occupied housing units with and without a mortgage, and the number of occupied units paying rent based on 2009-2023 ACS 5-year estimates in Dubuque County.

Table 6.1. Number of Housing Units with and without a Mortgage and Number of Occupied Units paying Rent, 2009-2023

Housing Unit Type	2009-2013	2014-2018	2019-2023	Change	%
Housing units with a mortgage	17,330	16,854	18,376	1,046	6.0%
Housing units without a mortgage	9,933	10,882	11,319	1,386	14.0%
Occupied units paying rent	9,769	10,061	10,411	642	6.6%

Source: US Census Bureau, 2009-2023 American Community Survey Estimates

Housing Costs

Table 6.2 shows the median housing costs for owner-occupied units with a mortgage in Dubuque County and peer counties from 2009-2023.

Table 6.2. Median Housing Costs for Owner-Occupied Units with a Mortgage in Selected Iowa Counties

County	2013	2018	2023	Change
Dubuque	\$1,198	\$1,258	\$1,540	\$342
Black Hawk	\$1,083	\$1,163	\$1,396	\$313
Johnson	\$1,439	\$1,607	\$1,936	\$497

Dubuque County Housing Needs Assessment

Linn	\$1,282	\$1,332	\$1,558	\$276
Scott	\$1,235	\$1,278	\$1,538	\$303

Source: US Census Bureau, 2009-2023 American Community Survey Estimates

Table 6.3 shows the median housing costs for owner-occupied units without a mortgage in Dubuque County and peer counties from 2009-2023.

Table 6.3. Median Housing Costs for Owner-Occupied Units without a Mortgage in Selected Iowa Counties

County	2013	2018	2023	Change
Dubuque	\$432	\$486	\$636	\$204
Black Hawk	\$391	\$450	\$580	\$189
Johnson	\$501	\$533	\$692	\$191
Linn	\$458	\$520	\$670	\$212
Scott	\$437	\$509	\$607	\$170

Source: US Census Bureau, 2009-2023 American Community Survey Estimates

Table 6.4 shows the distribution of gross rent for rented units in Dubuque County from 2019-2023 estimates.

Table 6.4. Distribution of Gross Rent in Dubuque County, 2019-2023

Gross Rent	Dubuque County	Percent
Occupied units paying rent	10,411	100.0%
Less than \$500	735	7.1%
\$500 to \$999	5,199	49.9%
\$1,000 to \$1,499	3,382	32.5%
\$1,500 to \$1,999	824	7.9%
\$2,000 to \$2,499	67	0.6%
\$2,500 to \$2,999	43	0.4%
\$3,000 or more	161	1.5%
Median (dollars)	\$944	
No rent paid	479	4.6%

Source: US Census Bureau, 2019-2023 American Community Survey Estimates

Table 6.5 shows median gross rent for rented units in Dubuque County and selected Iowa counties from 2009-2023.

Table 6.5. Median Gross Rent in Selected Iowa Counties, 2009-2023

County	2013	2018	2023	Change
Dubuque	\$670	\$763	\$944	\$274
Black Hawk	\$671	\$769	\$962	\$291
Johnson	\$819	\$968	\$1,104	\$285
Linn	\$672	\$743	\$915	\$243
Scott	\$685	\$779	\$958	\$273

Source: US Census Bureau, 2009-2023 American Community Survey Estimates

The Center for Neighborhood Technology's Housing and Transportation (H+T®) Affordability Index provides a more complete measure of affordability by considering housing plus transportation costs. While housing alone is affordable when consuming no more than 30% of income, transportation costs can be a household's second largest expenditure. Table 6.6 shows the H + T Index for the Dubuque County and selected Iowa counties using ACS 5-year estimates for 2022.

The H + T Index benchmark is 45% of household income. All 5 counties have similar housing and transportation costs.

Table 6.6. Housing and Transportation Index in Selected Iowa Counties, 2022

County	H + T Costs % Income	Housing	Transportation
Dubuque	44%	22%	21%
Black Hawk	44%	22%	22%
Johnson	46%	26%	20%
Linn	42%	22%	20%
Scott	46%	25%	21%

Source: Center for Neighborhood Technology, Housing and Transportation Affordability Index

Analysis of housing costs by income level can help determine affordability. Typically, households with higher incomes tend to proportionately spend less on housing than households with lower incomes. The higher the household income, the less likely a household will be cost-burdened. Table 6.7 provides the monthly housing costs as a percentage of household income (HHI) for all households in Dubuque County based on ACS 5-year estimates for 2019-2023. Note that the households making less than \$50,000 are most likely to be cost burdened, spending more than 30% of their income on housing.

Table 6.7. Comparison of Monthly Housing Costs as a Percentage of Household Income (HHI) by Income Level for All Occupied Units, 2019-2023

Household Income	Number of Units	% HH Income spent on housing		
		Less than 20%	20% to 29%	30% or more
Less than \$20,000	3,810	3.1%	6.2%	90.7%
\$20,000 to \$34,999	3,927	12.0%	22.1%	65.9%
\$35,000 to \$49,999	4,817	27.3%	32.1%	40.6%
\$50,000 to \$74,999	5,870	51.0%	31.2%	17.9%
\$75,000 or more	20,372	81.0%	15.5%	3.5%

Source: US Census Bureau, 2019-2023 American Community Surveys

Housing Affordability Analysis

Table 6.8 shows the Housing Affordability Analysis for Dubuque County based on ACS 5-year estimates for 2019-2023 and mortgage rates accessed from Zillow. It provides an estimate of the minimum household income required to afford a home at different price levels for both 30% and 20% of income. The monthly payment was calculated assuming a good credit

score, a 30-year fixed-rate mortgage with a 6.642% annual interest rate, and 10% down payment. The analysis also considers additional housing costs including 1.5% for property tax, an annual 0.5% private mortgage insurance, and \$250 per month for utilities.

Table 6.8. Dubuque County Housing Affordability Analysis

	Entry Level	Move Up	Executive	Dubuque County Median
Median Home Value	\$200,000	\$250,000	\$350,000	\$226,100
Down Payment 10%	\$20,000	\$25,000	\$35,000	\$22,610
Loan Amount	\$180,000	\$225,000	\$315,000	\$203,490
30-Year Fixed-Rate Mortgage Interest Rate	6.642%	6.642%	6.642%	6.642%
Number of Payments	360	360	360	360
Monthly Costs				
Monthly Payment	(\$1,282.87)	(\$1,603.59)	(\$2,245.02)	(\$1,450.29)
Property Tax Estimate	(\$250.00)	(\$312.50)	(\$437.50)	(\$282.63)
Monthly Costs				
Monthly Utility Estimate	(\$250.00)	(\$250.00)	(\$250.00)	(\$250.00)
Private Mortgage Insurance Est.	(\$83.33)	(\$83.33)	(\$116.67)	(\$75.37)
Subtotal Monthly Costs	(\$1,866.20)	(\$2,249.42)	(\$3,049.19)	(\$2,058.28)
Affordability				
Housing Cost as 30% of Income	30%	30%	30%	30%
Minimum Income Required	\$74,648	\$89,977	\$121,968	\$82,331
Affordable to Dubuque County Owner-Occupied Households	41%	38%	28%	38%
Housing Cost as 20% of Income	20%	20%	20%	20%
Minimum Income Required	\$111,972	\$134,965	\$182,951	\$123,497
Affordable to Dubuque County Owner-Occupied Households	27%	19%	15%	27%
Median Household Income				\$131,154

Source: US Census Bureau, 2019-2023 American Community Surveys

Using 2019-2023 5-Year American Community Survey estimates, Table 6.9 shows comparative affordability in selected Iowa counties for renter-occupied housing units. The \$944 median gross rent in Dubuque County required an annual income of \$37,360, which was 93.5% of the median house-hold income of \$39,367.

Table 6.9. Median Household Income For Renter-Occupied Housing Units and Median Gross Rent Selected Counties, 2019-2023

County	Median Household Income	Median Gross Rent	Annual Income to Afford Average Rent
Dubuque	\$39,967	\$944	\$37,760
Black Hawk	\$40,066	\$962	\$38,480
Johnson	\$39,271	\$1,104	\$44,160
Linn	\$40,602	\$915	\$36,600
Scott	\$41,116	\$958	\$38,320

Source: US Census Bureau, 2019-2023 American Community Surveys

Table 6.10 provides a comparison of income levels and housing affordability for renter-occupied units in Dubuque County. The data indicates a shortage of affordable rental units for households earning under \$25,000 per year. The table also shows an under supply of units at the upper income households making \$75,000 and up.

Higher-income often choose lower-priced units, increasing competition for those units with middle- and lower-income households. Because of this downward movement, the negative balance in the \$75,000 and up categories, may indirectly reflect affordability challenges for households earning under \$75,000 per year.

Table 6.10. Income Distribution and Housing Affordability Ranges for Renter-Occupied Units in Dubuque County, 2019-2023

Income Range	# HH in range	Affordable Range for Gross Rent	# of rental units	Balance
\$0 to \$24,999	3,385	Less than \$500	735	-2,650
\$25,000 to \$49,999	3,265	\$500 to \$999	5,199	1,934
\$50,000 to \$74,999	1,774	\$1,000 to \$1,499	3,382	1,608
\$75,000 to \$99,999	1,237	\$1,500 to \$1,999	824	-413
\$100,000 to \$149,999	976	\$2,000 to \$2,499	67	-909
\$150,000 or more	253	\$2,500 or more	204	-49

Source: US Census Bureau, 2019-2023 American Community Surveys

Note: The unit counts in this table were estimated using the assumption that households will occupy a housing unit in their affordable rent range. This is not always true in practice as households may occupy units outside of the assumed affordable range. So, a negative balance at a high-income range can indicate displacement of lower-income households rather than a literal shortage of higher rent units.

7. Forecasts

Population and housing forecasts were developed to help Dubuque County understand future housing needs and plan for future development. The forecasts estimate how many new housing units will be needed over the next ten years to accommodate future population growth and to maintain a balanced market.

The forecasting method used applies the county's historical annual population growth rate to future years to estimate population change. The projected population is then divided by the average number of people per household to get an estimate of the number of housing units needed.

Population Forecast

The Dubuque County population forecast is based on the most current available data and historical trends. Two scenarios were developed:

- **Scenario 1** - Assumes that the county's population will continue to grow at a rate consistent with the long-term historical trend (1990-2020), averaging 430 people per year.
- **Scenario 2** – Assumes a higher growth rate based on the most recent decade (2010-2020), where the county grew by approximately 560 people per year.

The following data and assumptions were used to develop the forecasts:

- The forecast uses a 2025 base-year population estimate of 100,227, produced by ESRI Demographics.
- ESRI's population estimates are based on U.S. Census data with additional information from public and private sources.
- In Scenario 1, the county's population grows at a rate of 430 people per year.
- In Scenario 2, the county's population grows at a rate of 560 people per year.

Figure 7.1 provides Dubuque County's historical census population data, ESRI's 2025 population estimate, and the future population forecasts.

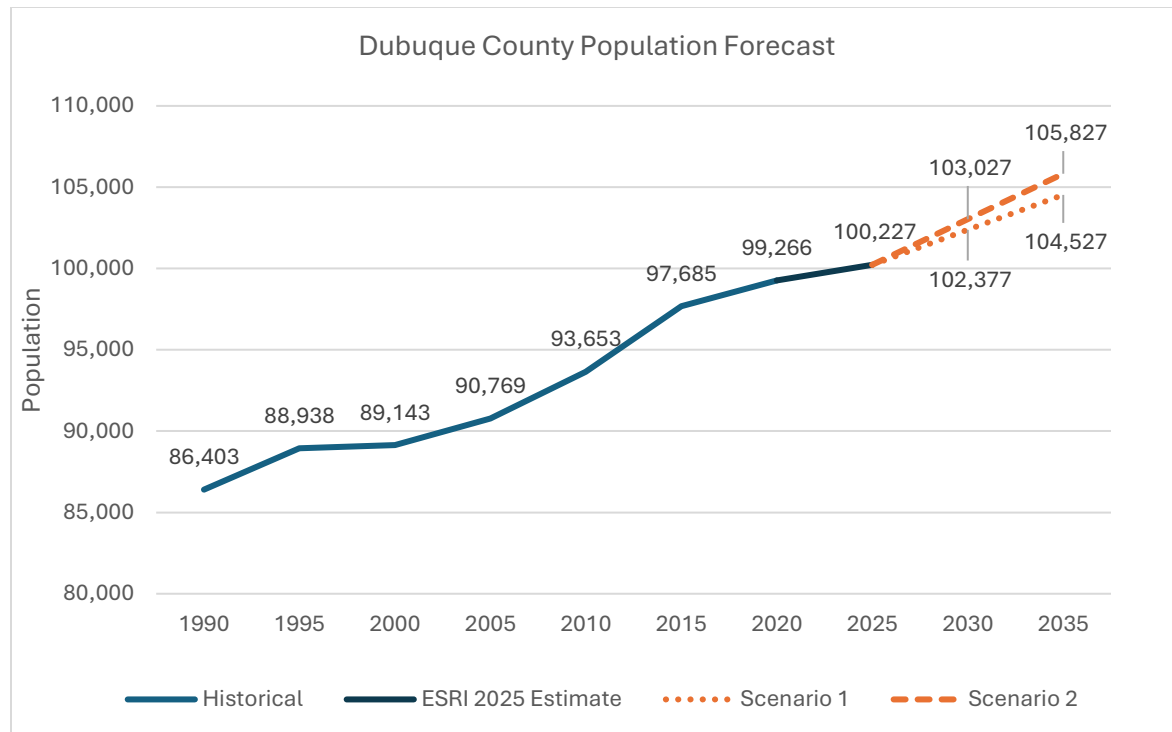


Figure 7.1. Dubuque County Population Forecast

Source: US Census Bureau Decennial Census, ESRI Demographics

Housing Needs 2026-2035

The population forecast is converted into an estimate of future housing unit needs based on the following assumptions.

- Group Quarters Population** - In 2020, Dubuque County had 4,157 people living in group quarters, about 4.2% of the total county population. When estimating housing unit demand, the population estimate is reduced by 4.2% to account for the group quarters population.
- Household Tenure** - Of the remaining 95.8% of the county's population that resides in a household, approximately 78% lives in an owner-occupied housing unit and 22% lives in a renter-occupied unit. However, recent construction activity has been more evenly split between renter-occupied and owner-occupied units. According to 2019-2023 ACS estimates, housing units built since 2020 are roughly 50% owner-occupied and 50% renter-occupied.
- Average Household Size** - Average household size differs by tenure, with 2.5 people per household for owner units and 1.9 for renter units. Assuming a 50/50 split for new housing unit construction, the projected population will have 57% living in owner-occupied units and 43% in renter-occupied units.

- **Vacancy Rate** - The forecast assumes that some of the new units constructed will be vacant at any given time. To account for this the forecast applies a 5% vacancy rate for renter-occupied units and a 2% vacancy rate for owner-occupied units.

Forecasts are provided in Table 7.1 and 7.2.

Table 7.1. Forecast - Population in Households by Tenure

Scenario		Scenario 1	Scenario 2
Population Growth Forecast		4,300	5,600
Population in Group Quarters	4.2%	150	235
Population in Households	95.8%	4,120	5,365
Renter Household Population	43%	1,772	2,306
Owner Household Population	57%	2,348	3,059

Table 7.2. Forecast - Households and Housing Units by Tenure

Scenario 1	Average HH Size	Households	%	Vacancy Rate	Housing Units
Renter Households	1.9	932	49.8%	5%	979
Owner Households	2.5	939	50.2%	2%	958
Total		1,783			1,937
Scenario 2					
Renter Households	1.9	1,214	49.8%	5%	1,275
Owner Households	2.5	1,224	50.2%	2%	1,285
Total		2,438			2,560

The two scenarios estimate that the county will need between 1,937 and 2,560 new housing units between 2026 and 2035.

8. Key Findings

The Dubuque County Housing Needs Assessment was prepared to provide a data-driven understanding of current and future housing conditions in Dubuque County. This section of the highlights the insights and lessons learned through the assessment.

Key Findings

Demographics

Population Growth: Dubuque County's population reached 99,266 in 2020, up 6% since 2010. Growth seems to have slowed slightly over the first half of the new decade, but future growth is expected to align with the county's historical trends over the next ten years. Population forecasts project that the county will add between 4,300 and 5,600 residents over the next ten years.

Aging population: The county's population has been aging over time with retired Social Security beneficiaries making up 15% of the county's population in 2024. The aging trend is expected to accelerate over the coming years with more of the Baby Boomer cohort reaching retirement age.

Household Size: the average household size in Duque County has decreased recently with owner-occupied households holding steady at 2.5 people per household and renter-occupied households falling from 2.1 to 1.9 people per household. This brings the overall average household size down from 2.4 to 2.3.

Economic Conditions

Employment: Employment for Dubuque County Residents has generally grown steadily, adding an average of 560 jobs per year over the last 30 years. Employment fell during the pandemic but has recovered and stabilized at around 52,000 jobs.

Unemployment: Prior to the pandemic, Dubuque County's unemployment rate had been trending downward. COVID-19 caused an unemployment rate spike in 2020 followed by 2 years of slow recovery. Unemployment has since stabilized at near pre-pandemic levels.

Income: Median Household Income grew to \$75,919 in the 2019-2023 ACS, representing a 47.5 percent increase over the 2009-2013 ACS estimate, outpacing peer counties.

Housing Trends

Housing Supply: The number of housing units in Dubuque County has been increasing steadily over the last 30 years. The 2020 Census reported a total of 42,630 housing units in 2020, up from 38,951 in 2010.

Tenure: The majority of the Dubuque County's housing units are owner-occupied. However, the share of renter-occupied units has been growing over time. Renter-occupied housing units accounted for 28.9% of all occupied housing units in 2020, up from 26.7% in 2010. This trend seems to be accelerating with 52% of the units constructed since 2020 being renter-occupied.

Construction: Dubuque County communities have continued to add new housing units each year. Construction numbers have fluctuated year to year, but the general trend has been that new units continue to be built every year, with single-family home construction declining slightly, and multi-unit construction increasing, especially over the last five years.

Housing Market

Vacancy Rates:

Rental vacancy: 5.3% (ACS 2019–2023), 6.12% (Rental Owner & Manager Survey). Both are within the balanced range of 5–9%.

Owner vacancy: 0.6%, below the balanced range (1–2%), indicating tight supply. Rates below 1% are in line with historical trends.

Sale Prices: The median home sale price was \$243,750 in 2024, up 44% since 2017. Prices rose rapidly during the pandemic with the median price increasing \$28,000 (15.7%) between 2020 and 2021. Since then prices have continued to grow, up 7.1% between 2023 and 2024.

Days on Market: Fell sharply in 2020 and have remained low, suggesting persistent demand pressure and limited supply.

Rental Costs: Rents have increased steadily, with Zillow's rental index rising 7.3 % year-over-year, reaching an average rent of \$1,031 in September 2025.

Housing Needs

Population Growth: Population growth scenarios estimate that Dubuque County's population will increase by 4,300 to 5,600 residents between 2026 and 2035.

Housing Units: An estimated 1,937 to 2,560 additional housing units will be needed to accommodate this growth.

Affordability

Cost Burden: With increasing home prices and rents, housing affordability is an increasing challenge in Dubuque County, especially for lower income households. 2019-2023 ACS estimates show that households making under \$50,000 per year are the most likely to be cost burdened. Generally, renters are more likely to be cost burdened than homeowners.

Homeownership Opportunities: Rising home prices, higher interest rates, and low vacancy rates may be limiting home ownership opportunities and pushing more households toward renting. Currently a median priced home (\$226,100) is affordable to 27-38% of Dubuque County households.

Conclusion

The Dubuque Housing Needs Assessment finds that the local housing market is performing well, supported by a growing population, strong employment, and steady construction activity. However, the county also faces emerging pressures related to the following:

- Growing retired population that will require more accessible and low maintenance housing options. Replacing retirees in the workforce will require in-migration which will require more housing.
- Limited home vacancies, lower days on the market, and rising prices indicate a low for-sale inventory.
- Rising prices and declining affordability for low and moderate income households.
- Ongoing need for diverse housing options, including workforce, senior, and middle-market owner-occupied housing.
- Continued population growth that will require an estimated 1,937 to 2,560 additional housing units between 2026 and 2035.

Continued monitoring and support for housing rehabilitation new housing construction will be essential to sustain balance and ensure that all residents have access to safe, attainable housing in the coming decade.

9. Housing Programs

Local, state, and federal housing programs as well as regional partner agencies are described below.

Local Housing Programs

Communities across Dubuque County offer a variety of housing programs designed to address a variety of housing needs. While these programs generally follow the framework established by state law, the details of each program will vary from community to community. Interested parties should contact check with their city or with Dubuque County for details about available programs.

The Iowa Code provides several options for cities and counties to create housing programs. The City of Dubuque, for example, offers a range of programs and resources for homeowners, commercial property owners, and rental property owners. These programs may serve as models for other communities as well. Learn more at www.cityofdubuque.org/incentives

Tax Increment Finance (TIF) Districts

TIF districts can be created by cities and counties per Iowa Code Chapter 403, Urban Renewal Law. TIF can be used for three main purposes: promoting economic development, eliminating slum and blight, and facilitating housing development. TIF districts are established within approved urban renewal areas (URA).

Urban Revitalization Districts

Urban Revitalization Districts are allowed by Iowa Code Chapter 404. They can target areas with slum or blight conditions to improve housing, infrastructure, and overall quality of life. Owners of eligible residential or commercial properties can receive a property tax exemption on the value added by improvements, for a specified period of years.

Voluntary Assessment Agreements

Voluntary Assessment Agreement as per Iowa Code Chapter 384 allows property owners to petition their city to levy a special assessment to pay for public improvements for new subdivisions. This agreement would authorize a city to issue bonds that can pay for upfront costs of public improvements while in turn the cost of each property's improvement is assessed to that property within the subdivision. The developer is then allowed 10 years to repay the city for improvement costs, but a lien is placed on each property that prohibits the sale until the improvement costs are repaid in full.

State of Iowa Housing Programs

The Iowa Finance Authority (IFA) offers mortgage and down payment assistance to help applicants with homeownership, and programs for rental assistance and community development. Learn more at <https://opportunityiowa.gov/housing/>

Homeownership Assistance

FirstHome Program: Assists first-time homebuyers, connecting them with affordable mortgages and local lenders.

Homes for Iowans Program: Helps both first-time and repeat homebuyers purchase homes, potentially offering a \$2500 grant.

Military Homeownership Assistance Program: Provides a \$5,000 grant to eligible service members and veterans for down payments and closing costs on qualifying homes, usable in conjunction with FirstHome and Homes for Iowans.

Rental Assistance

Tenant-Based Rental Assistance (TBRA): Allows nonprofit and local government entities to assist families with monthly rent, security deposit, and utility deposit.

Home & Community-Based Services (HCBS) Rent Subsidy Program: Provides applicants with monthly rent assistance.

Family Self-Sufficiency (FSS): A voluntary program for Housing Choice Voucher (HCV) participants to help families improve their economic situations and reduce their dependence on welfare programs.

Iowa Housing Search: A website to locate affordable rental housing units within the state of Iowa.

Community Programs

Community-Based Housing Revolving Loan Fund: Promotes affordable housing and supportive services for eligible individuals.

HOME Program: Awards through a competitive process to help communities with a wide range of affordable housing.

Housing – Upper Story Conversion: Helps communities preserve existing housing stock and create new housing opportunities.

Housing Tax Credit Program: Helps develop affordable rental housing for individuals and families with fixed or limited incomes.

Multifamily Loan Program: Provides financing options to multifamily property owners and developers to preserve and create new affordable units in Iowa.

Project-Based Section 8 Contract Administration: Partners with private rental property owners to help provide affordable rents to low-income families living in Iowa.

Workforce Housing Tax Credit: Tax benefits to developers to provide housing in Iowa communities, focusing especially on those projects using abandoned, or dilapidated properties.

Federal Housing Programs

The US Department of Housing and Urban Development (HUD) provide other homeownership, rental, and community programs. Learn more at <https://www.hud.gov/states/iowa>

Homeownership Assistance

Federal Housing Administration (FHA) Loans: Insures loans, allowing lenders to offer mortgages to a wider range of borrowers, including those with lower credit scores or down payments.

Public Servant Next Door Program: Offers exclusive benefits, including grants to assist with closing costs and expenses, to help city, county, state, and federal employees become homeowners.

Rental Assistance

Housing Choice Voucher Program (Section 8): Largest federal rental assistance program, allowing eligible families to find their own housing and receive a voucher to cover part of the rent.

Public Housing: Federally funded and locally managed, public housing provides affordable rental units for low-income individuals and families.

Project-Based Rental Assistance: Provides rental assistance for specific properties, ensuring affordability for low-income tenants.

National Housing Trust Fund: Helps increase and preserve the supply of affordable housing for extremely low-income and homeless families in Iowa.

Family Self-Sufficiency (FSS): A voluntary program for Housing Choice Voucher (HCV) participants to help families improve their economic situations and reduce their dependence on welfare programs.

Community Programs

HOME Investment Partnerships Program (HOME): Provides federal funds to state and local governments to develop and support affordable housing for low-income residents.

Community Development Block Grants (CDBG): Provide funding to communities for economic development, job opportunities, and housing rehabilitation.

Low-Income Housing Tax Credits (LIHTC): Incentivize developers to build affordable housing by providing tax benefits.

Dubuque County Housing Partners

City of Dubuque Housing and Community Development Department

The Housing & Community Development Department oversees a collection of programs and services aimed at ensuring housing opportunity, improving existing housing stock, and supporting neighborhood quality. Key functions include:

- **Housing Programs** — These programs assist various stakeholders (homeowners, renters, developers) through programs such as the Housing Choice Voucher (Section 8), home improvement grants/loans, homebuyer assistance, and security deposit support.
- **Community Development** — The department administers community-wide initiatives, including Community Development Block Grant (CDBG) and urban revitalization efforts.
- **Inspection & Construction Services** — the department manages building permits, rental licensing and inspections, vacant building licensing, code enforcement, and related regulatory oversight.
- **Support Resources** — The department provides resources and guidance for tenants, landlords, and contractors.

Regional Housing Partners

Below is a list of partners associated with the East Central Intergovernmental Association (ECIA), which provides staff and administrative support. The service area for each program varies within Dubuque County with some serving the whole county while others only serve the areas outside the city of Dubuque. The following section provides a short description of each program with more information available at www.ecia.org

Eastern Iowa Regional Housing Authority (EIRHA) serves Cedar, Clinton, Delaware, Dubuque, Jackson, Jones, and Scott Counties, excluding the cities of Clinton, Camanche, Davenport, and Dubuque. EIRHA provides decent, safe, and affordable housing to eligible

households; promotes self-sufficiency; creates economic independence; and provides homeownership opportunities for Housing Choice Voucher and Public Housing Program participants.

Eastern Iowa Regional Housing Corporation (EIRHC) acquires, constructs, provides, and operates rental housing and related facilities suited to special needs and living requirements.

EIRHC Housing Trust Fund (HTF) develops and preserves decent, safe, and affordable housing for low-income households, as well as access to the resources for creating housing opportunities for the families served in eastern Iowa. The emphasis is on the moderate, very low, and extremely low-income residents of Dubuque, Delaware, Jackson, Cedar, and Clinton Counties.

Eastern Iowa Development Corporation (EIDC) is a for-profit entity and wholly owned subsidiary of EIRHC formed to be a general partner in all Low-Income Housing Tax Credits projects.

East Central Development Corporation (ECDC) is a non-profit focused by serving low to moderate income communities and households and working with underserved neighborhoods that have experienced significant disinvestment. ECDC projects include affordable housing development and rehabilitation in Dubuque, Delaware, Jackson, Cedar, and Clinton Counties.

Community Solutions of Eastern Iowa (CSEI) promotes and encourages public well-being; provides homeless prevention resources to those living in poverty and threatened with homelessness; helps individuals and families survive and exit homelessness; and expands opportunities and empowers people to be self-sufficient in east central Iowa cities and counties. CSEI is a nonprofit subsidiary of the East Central Intergovernmental Association (ECIA).



Dubuque County Housing Needs Assessment

Rental Property Owner and Manager Survey Results Report

October 2025

Prepared by:

East Central Intergovernmental
Association
7600 Commerce Park
Dubuque, Iowa 52001

Prepared for:

Greater Dubuque Development
Corporation
900 Jackson St, Suite 109
Dubuque, Iowa 52002



Purpose

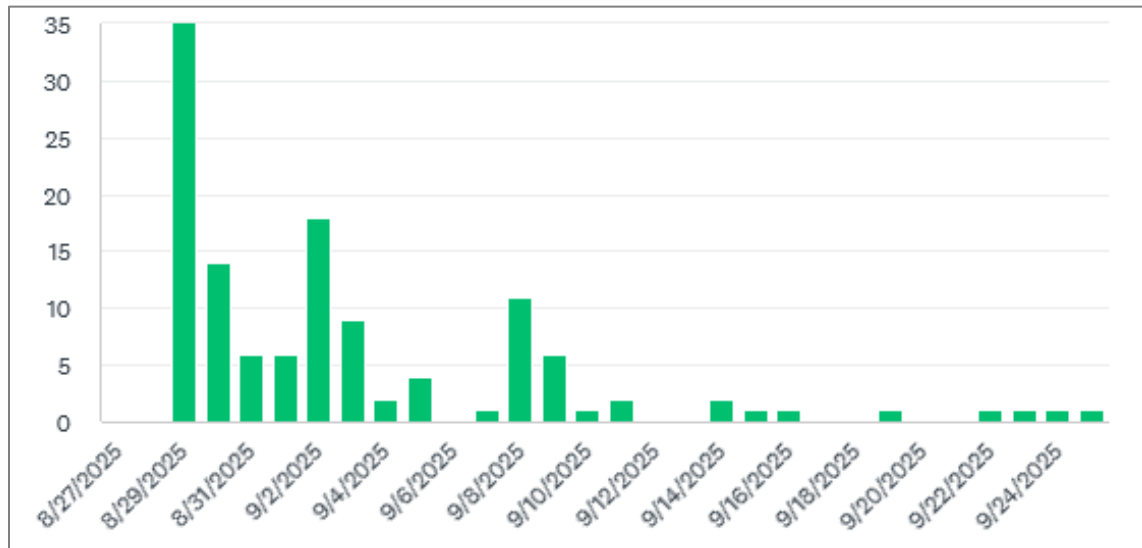
This report presents the results of the housing property owner/manager survey that was conducted in late 2025 by East Central Intergovernmental Association (ECIA). The survey was conducted as part of the development of the Dubuque County Housing Needs Assessment. The results are based on a total of 123 responses collected between August 29, 2025 and September 25, 2025. This report provides an overview of the survey methods used and the data collected followed by a summary of the survey responses.

Survey Methods

The survey questionnaire included questions related to the rental housing units in Dubuque County. An eight-question online survey was created through the Survey Monkey platform, allowing participants to respond using their phone, tablet, or computer. The survey link was emailed to rental owner's and managers along with a request for their assistance.

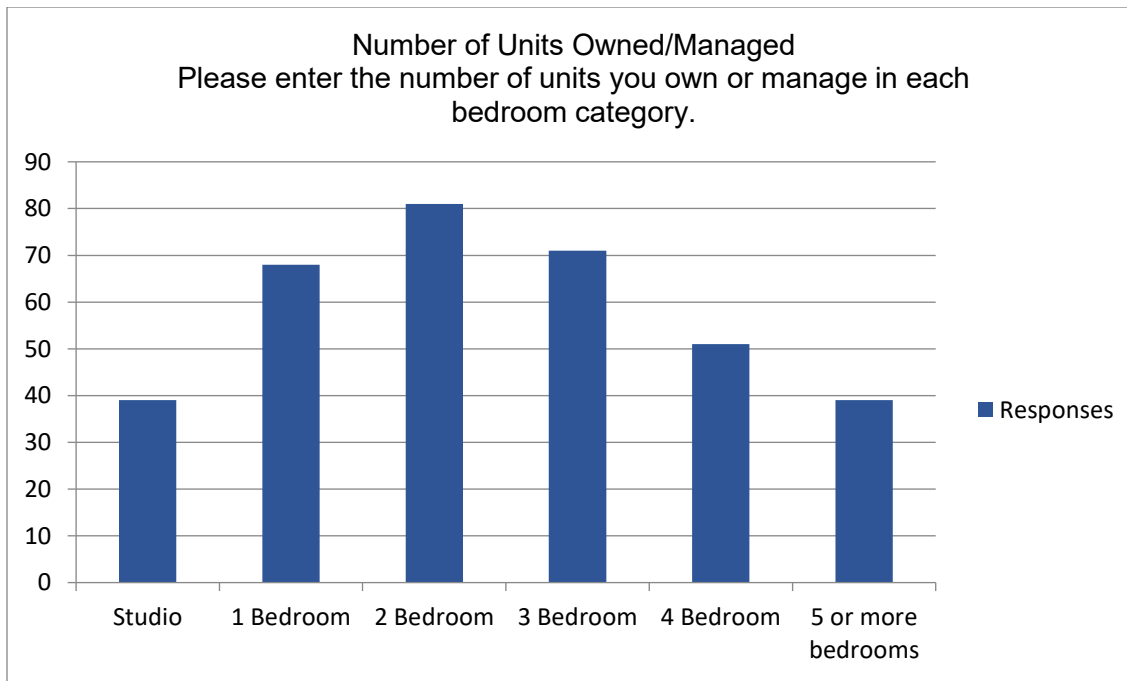
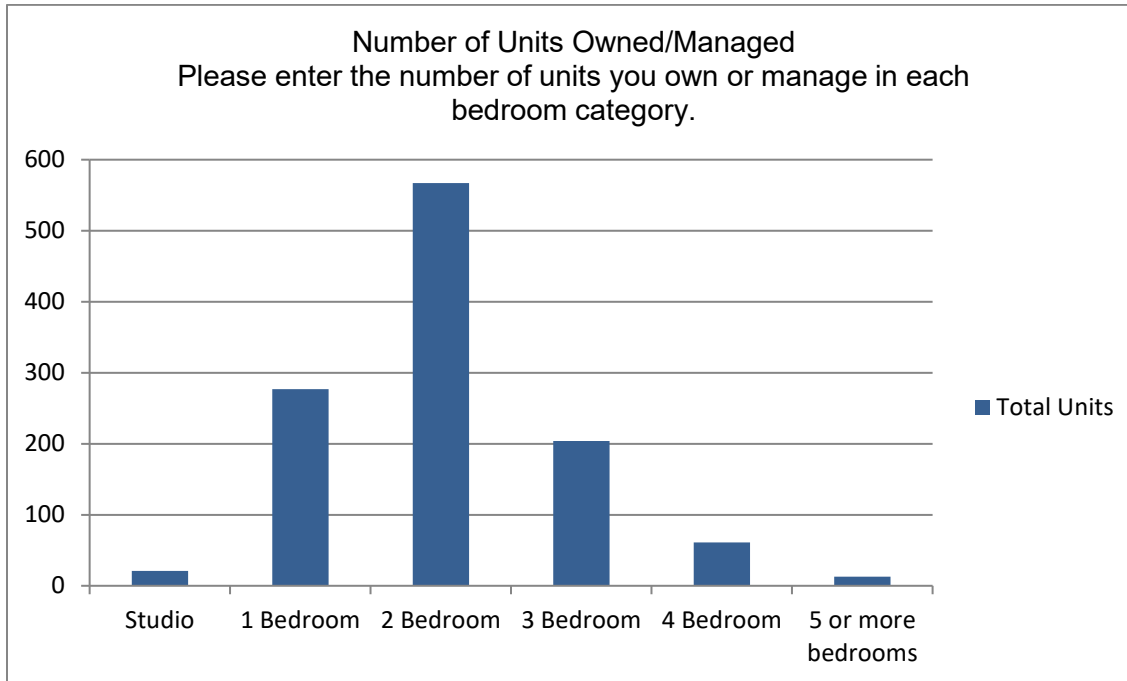
Response Summary

- Total Responses - 123
- Completion Rate 100%
- Typical Time Spent - 3m:5s
- First Response: 8/29/2025
- Last Response: 9/25/2025
- One response was removed because the property had a large number of vacant units due to renovations.
- Responses by day:



Q1. Number of Units Owned/Managed

Please enter the number of units you own or manage in each bedroom category. The first chart shows the total number of units in each bedroom category and the second shows the total number of survey responses for each category.



Answer Choices	Total Units	Responses	
Studio	21	32.23%	39
1 Bedroom	277	56.20%	68
2 Bedroom	567	66.94%	81
3 Bedroom	204	58.68%	71
4 Bedroom	61	42.15%	51
5 or more bedrooms	13	32.23%	39
Total	1,143		349

Answered	120
Skipped	3

Q2. Current Vacancies

For each bedroom category, how many units are currently vacant?

Answer Choices	Total Units	Vacant Units	Vacancy Rate
Studio	21	4	19.05%
1 Bedroom	277	12	4.33%
2 Bedroom	567	43	7.58%
3 Bedroom	204	8	3.92%
4 Bedroom	61	2	3.28%
5 or more bedrooms	13	1	7.69%
Total	1,143	70	6.12%

Answered	106
Skipped	17

Q3. Typical Monthly Rent

For each bedroom category, what is the monthly rent for a unit? (You may enter a range)

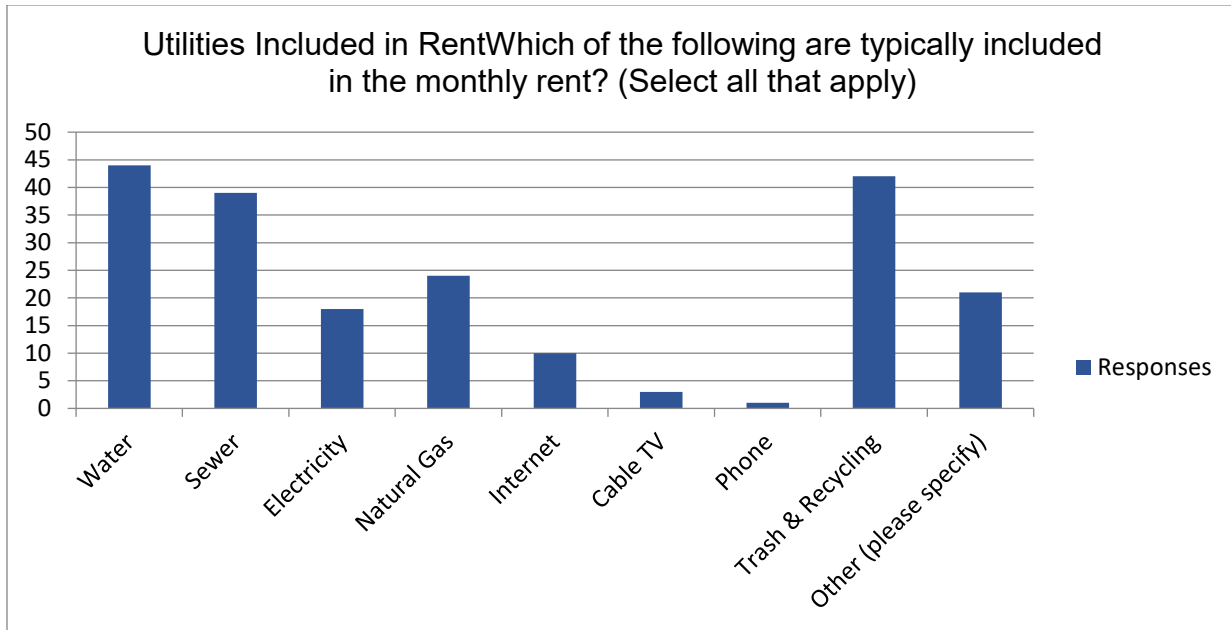
The average monthly rent is based on the count of units provided by the respondent. If the respondent provided a range of rents, the average of the range was used for all units submitted by the respondent.

Type	Total Units	Average Monthly Rent
Studio	21	\$745
1 Bedroom	276	\$770
2 Bedroom	561	\$990
3 Bedroom	198	\$1,357
4 Bedroom	60	\$1,623
5 Bedroom	13	\$2,359
Total	1,129	

Answered	119
Skipped	4

Q4. Utilities Included in Rent

Which of the following are typically included in the monthly rent? (Select all that apply)



Answer Choices	Responses	
Water	21.78%	44
Sewer	19.31%	39
Electricity	8.91%	18
Natural Gas	11.88%	24
Internet	4.95%	10
Cable TV	1.49%	3
Phone	0.50%	1
Trash & Recycling	20.79%	42
Other (please specify)	10.40%	21

Answered	66
Skipped	57

The most common “Other” response was Lawn Care with 3. The rest of the other responses indicated none or some combination of the provided options.

Q5. Average Days to Lease

On average, how many days after listing does it take to lease a rental unit? (Consider units listed during the last 12 months.)

- Total Units where the respondent provided a usable response to this question – 1,050
- Response Average – 32.3 Days on the Market
- Unit Average - 28.4 Days on the Market

Answered	110
Skipped	13

Q6. Unit Locations

List the city (or cities) where your units are located. If your units are located in more than one city, indicate how many units are located in each city.

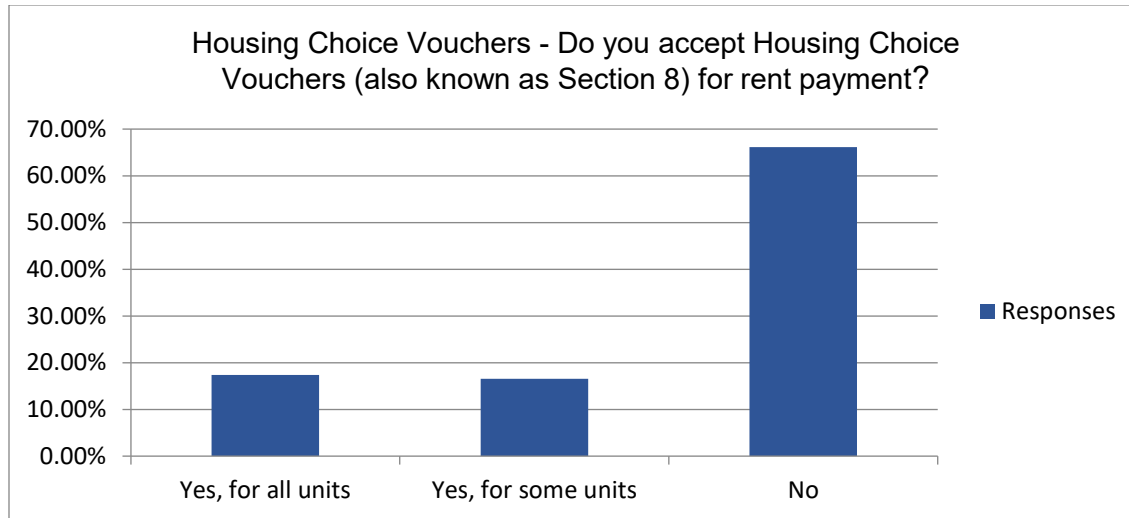
City	Units	Percent
Asbury	13	1.1%
Cascade	141	12.4%
Dubuque	908	79.8%
Dyersville	30	2.6%
Peosta	19	1.7%
Sherrill	3	0.3%
Holy Cross	15	1.3%
New Vienna	2	0.2%
Epworth	7	0.6%
Total	1,138	

Answered	119
Skipped	4

If the respondent provided more than one city, but did not indicate how many units were in each city, the number of units was split evenly between the cities.

Q7. Housing Choice Vouchers

Do you accept Housing Choice Vouchers (also known as Section 8) for rent payment?



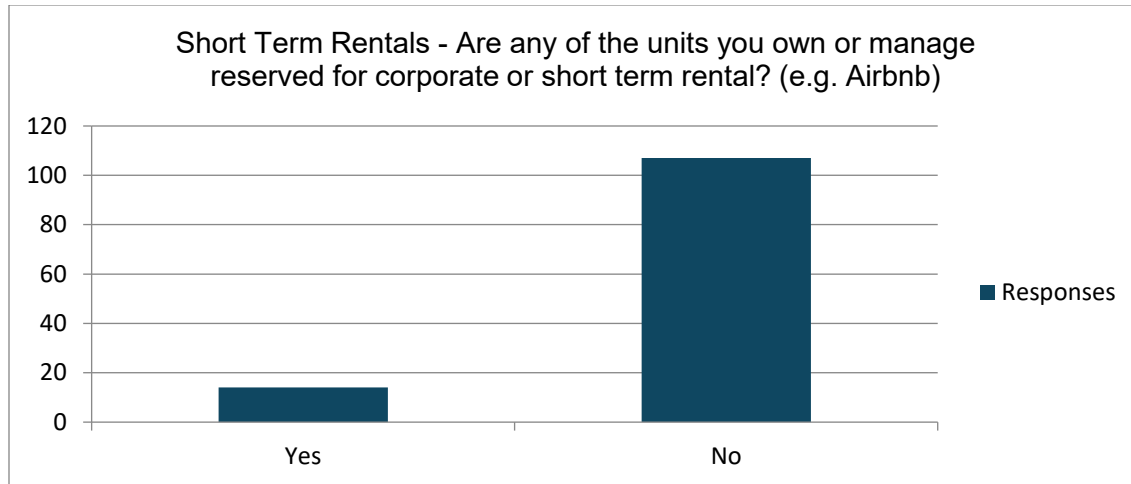
Answer Choices	Responses	
Yes, for all units	17.36%	21
Yes, for some units	16.53%	20
No	66.12%	80
If yes for some units, how many units?		20

Answered	121
Skipped	3

The 20 respondents that answered the "If yes for some units, how many units" question, reported that they accepted vouchers for a total of 66 units.

Q8. Short Term Rentals

Are any of the units you own or manage reserved for corporate or short-term rental? (e.g. Airbnb)



14 respondents (11.6%) indicated that at least some of their units were reserved for corporate or short-term rentals.

Respondents indicated that a total of 42 units were reserved for corporate or short-term rentals.

Answer Choices	Responses	
Yes	11.67%	14
No	88.34%	106
If yes, how many units?		14

Answered	120
Skipped	3

Q9. Contact Information

Answer Choices	Responses	
Name	99.01%	99
Email Address	98.02%	98
Company	63.37%	63

Answered	100
Skipped	23

Q 10. Additional Comments

Please share any additional thoughts about rental housing in Dubuque County.

Answered	22
Skipped	101

Summary of Open-Ended Survey Responses

AI summary of Comments produced by ChatGPT

Open-ended comments from respondents provided additional context regarding local housing market conditions, rental property management, and public policy concerns. Comments were reviewed and categorized by topic to identify common themes.

1. Market Conditions and Supply

Several respondents expressed concern about overbuilding and oversupply of rental housing in Dubuque. They noted that population growth does not appear to be keeping pace with new construction and warned that an excess of newly built units could lead to higher vacancy rates. A few respondents reported challenges finding tenants or described an emerging “glut” in available rental housing.

2. Impact of Large-Scale Development

A recurring theme was concern over the influence of large, outside developers receiving city incentives to construct new multifamily complexes. Respondents stated that this trend may disadvantage small, local property owners who maintain stable rents and long-term tenants. Some indicated that city policies should provide stronger support for locally owned or aging properties rather than prioritizing high-value new developments.

3. Property Maintenance and Code Enforcement

Comments reflected mixed experiences with rental inspections and code enforcement. Some landlords reported that inspection requirements were overly stringent or inconsistently applied, while others believed that many substandard properties remain unaddressed. Respondents emphasized the need for balanced enforcement that maintains housing quality without overburdening compliant property owners.

4. Tenant Issues and Eviction Procedures

Several respondents discussed challenges related to tenant behavior and eviction processes. Some suggested that eviction procedures should be streamlined, arguing that a few repeat offenders negatively affect the overall rental environment. Others noted experiences with property damage or difficulties recovering losses from tenants.

5. Affordability and Housing Assistance

Comments on affordability were mixed. Some respondents cited high rents in certain neighborhoods, particularly in the North End, and suggested that housing vouchers may contribute to rent inflation. Others recognized the importance of assistance programs but recommended coupling them with tenant counseling or support services to improve housing stability.

6. Personal Circumstances and Special Cases

A few respondents indicated that their rental properties are used for family or special-needs housing, such as providing housing for relatives or individuals with disabilities. These respondents emphasized that their situations may not reflect typical rental market dynamics.

Overall Summary:

The open-ended responses highlight tension between maintaining affordability, supporting local property owners, and accommodating new development. While some respondents perceive an oversupply of rental housing, others focus on maintaining property standards and improving tenant relations. The feedback suggests a need for balanced housing policies that address both market dynamics and the regulatory environment affecting small landlords.

Full Text of All Comments

- Big money is getting involved - Not Good
- Dubuque catering to outside developers to build multi million dollar low rent apartments will negatively impact mom and pop rental properties that work to establish stable prices for everyday Dubuque citizens. Dubuque should be doing more to support aging properties that rent to families, students, and aging populations.
- We purchased a home for our daughter and some UD students to rent.
- It seems there is ample rental space available. It is getting harder to rent a house or apt because there is so much available. It will shortly become a glut if it hasn't already. We are being played by politics with an agenda
- Just purchased
- Should be made easier to evict tenants if necessary. Landlords wouldn't evict if they were good. Unfortunately some low income abuse the whole system over and over. And others are really good tenants so why let the bad ones make it miserable for the good ones.
- We bought this house and are renting it to my in-laws as a means of providing affordable housing to them while they are on a fixed income in their golden years. Therefore, we had no lead time for our tenants, and our rent is below market average for a single-family three-bedroom, two-bathroom. You should understand the context in case this data does not conform to the parameters of your study.
- The oversaturation of newly constructed housing complexes by out of town/state organizations and ultra-wealthy developers has greatly hurt small local property owners who care about their property investment and the people living in the property. It has been extremely discouraging to see the City of Dubuque hand out millions of dollars in tax incentives to huge developers and organizations to create an oversupply of rental units when we already have a shortage of quality renters looking to fill available vacancies in town.
- Way overbuilding. Our community is certainly going to face a vacancy issue. Population is not increasing so where are these renters going to come from for all of the new apartments being built in Dubuque?
- The home I own is a group home managed by Goodwill staff.

- My 3 bedroom unit will be available in December. Purchased recently, waiting on rehab (reason why it hasn't been registered with city yet)
- None at this time
- These programs are needed. However, counseling is also needed to help get these people back on their feet.
- I think the city has a lot of rentals that are not up to code!! My rental is almost a brand new place and we take care of it, but so many are just left and might get a letter to fix something but never do it!! I just don't think they are able to keep up with how many rentals they have!!
- None
- My son lives in my property So property will no longer be rented
- I continue to hear about a housing shortage in Dubuque. We have had our 3 bedroom listed for over a month and have gotten some interest but it seems like renters aren't too used to renting. Some aren't familiar with security deposits, some think you can hold a unit for months, and several just don't contact us back. Happy to help however we can with this study.
- I think they should focus on properties landlords that have not been maintained. We pay for annual rental license and inspections in the thousands. It seems that an inspector needs to point out things that validate the fees attached. For instance: we had tenants move in a week before inspection and there were minor scratches on a wall that the tenants did moving in a box spring. We were required to repaint that wall and send photos in to prove we repainted. We also had a deck that they said the stain was wearing off and needed re stained or painted. This was just 3 years after it was initially stained. Meanwhile, I walk by rental properties that should be uninhabitable (some I have even toured when they have been for sale).
- The last section 8 tenant we had left with about \$5000 worth of damage and then filed bankruptcy after we got a judgment against her.
- This survey will only hurt me as a landlord. Answering these questions is guaranteed to cost me more money.
- We own a townhouse and rent it to our son with Downs Syndrome. Were it not for his situation, we would not be in the rental business.
- The rental prices in Dubuque are unusually high especially in the North End any thing North of 20th street. I also feel that the housing vouchers are paying too much which raises everyone's rental rate.

Tax Increment Financing in Dubuque: 2010–2025

***\$95 million in TIF has leveraged \$836 million
in private investment in 91 projects.***

Private investment to TIF ratio = 9:1

Tax increment financing (TIF) is the only meaningful local economic incentive available to Iowa cities. It is an important and flexible tool used in communities for three main purposes: promoting economic development, eliminating slum and blight, and facilitating housing development.

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.

TIF directs the increase in property tax generated from property improvements to the city, which can use this increment as a financial incentive to the private sector to invest in and create jobs in

TIF for Dubuque Job Creation: 2010–2025

***TIF supported 35 companies in retaining or creating 5,000 jobs.
\$38 million in TIF leveraged \$348 million in private investments***

From small, local companies to global brands, TIF has supported a variety of Dubuque employers over the last 15 years, including:

- Andersen Window & Door,
- AY McDonald Manufacturing,
- Cottingham & Butler,
- Dubuque Screw Products,
- Dupaco Community Credit Union,
- Geisler Brothers,
- Giese Manufacturing,
- Green Industrial Supply,
- Hormel,
- Klauer Manufacturing,
- McCoy Group,
- Prairie Farms,
- Rite Hite,
- Rousselot,
- Simmons Pet Food,
- Theisen's Supply,
- Tri-State Quality Metals,
- Unison Solutions,
- Universal Tank,
- Vanguard Industries, and
- Woodward Communications.

Dubuque Screw Products



Green Industrial Supply



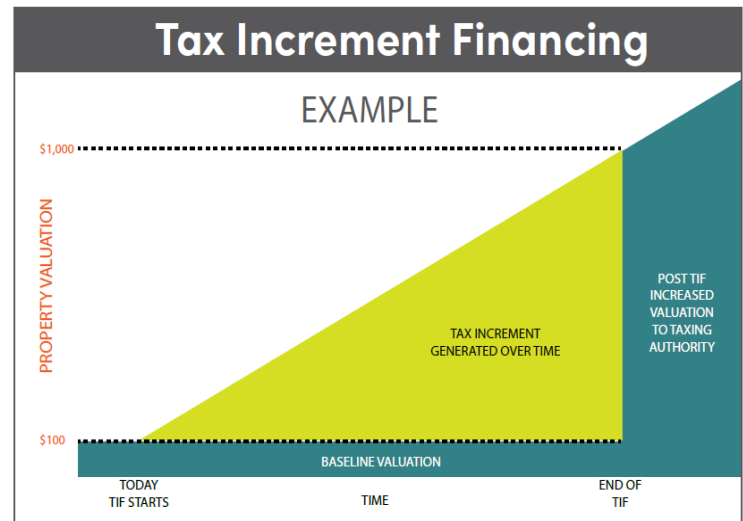
TIF for Dubuque Housing Creation: 2010–2025

\$34.5 million in TIF spread across 60 projects leveraged \$326 million in private investments to create nearly 1,500 housing units within the city.

Projects are located throughout the community and ranged in size from 2 units to 201 units, with individual TIF grants ranging from \$15,000 to nearly \$7 million.

When a TIF district is created, a “base” valuation of the property value is established. The base valuation accounts for assessed values prior to the TIF designation. The tax revenue from this base value remains with all taxing authorities. Increases in the assessed value over time over and above the base are called the “increment.” The TIF authority (in this case, the City of Dubuque) may access the tax revenue generated by the increment, to fulfill the designated purpose of the district.

By state law, when TIF is used for housing development, approximately 38 percent of the future tax increment revenues from the project must be used to provide housing assistance to low- and moderate-income families whose incomes are no greater than 80 percent of the median income anywhere in the city. This is starter housing for Dubuque’s current and future workforce, and our most vulnerable residents, the elderly and disabled.



TIF is typically used by cities to fund public improvement projects or private project-based financial assistance, in conjunction with developing or redeveloping different parts of a city. This may include upgrading areas of the city suffering from slum and blight, helping residential development efforts, and enhancing economic development activities. Depending on the size of the project, cities may use the annual increment to provide project funding or may need to incur debt to finance an improvement, such as installing infrastructure.

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.

**City of Dubuque
City Council**

PUBLIC HEARINGS # 4.

ITEM TITLE: Resolution Approving a Subordination Agreement by and between the City of Dubuque, Iowa, Masterpiece Properties, LLC, and Mound City Bank

SUMMARY: Proof of publication on notice of public hearing to consider City Council adopt the attached Resolution approving a Subordination Agreement by and between the City of Dubuque, Iowa, Masterpiece Properties, LLC, and Mound City Bank, and City Manager recommending approval.
RESOLUTION Approving 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 W 3rd Street And 677 W 3rd Street

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

ATTACHMENTS:

1. MVM Memo
2. 675 W 3rd Staff Memo
3. 675 & 677 W 3rd PH Resolution
4. Agreement

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

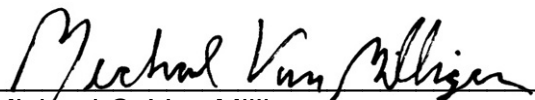
SUBJECT: Resolution Approving a Subordination Agreement by and between the City of Dubuque, Iowa, Masterpiece Properties, LLC, and Mound City Bank.

DATE: December 29, 2025

Interim Housing & Community Development Director is recommending City Council adopt the attached Resolution approving a Subordination Agreement by and between the City of Dubuque, Iowa, Masterpiece Properties, LLC, and Mound City Bank.

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.

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


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Sandi Fowler, Interim Housing & Community Development Director

TO: Michael C. Van Milligen, City Manager

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

SUBJECT: Resolution Approving a Subordination Agreement by and between the City of Dubuque, Iowa, Masterpiece Properties, LLC, and Mound City Bank.

DATE: January 5, 2026

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached Resolution approving a Subordination Agreement by and 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 recommend, following the public hearing, the City Council adopt the attached Resolution approving the Subordination Agreement by and between the City of Dubuque, Iowa, Masterpiece Properties, LLC, and Mound City Bank.

Prepared by Nicole Lytle, Grants Project Manager, 350 W 6th Street, Dubuque, IA 52001, (563)589-4230

RESOLUTION NO. ____-26

APPROVING 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 W 3RD STREET 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 4rd (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 Properties); and

WHEREAS, the Agreements include the award of \$40,250 and \$43,875 Lead and Healthy Homes Mortgage (the Loans) for the purpose of providing 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 of 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, by Resolution No. ____-26, declared its intent to approve the Subordination Agreement by and among the City of Dubuque, Iowa, Masterpiece Properties, LLC, and Mound City Bank; and

Whereas, pursuant to published notice, a public hearing was held on the proposed Assignment of Development Agreement on January 5, 2026.;and

Whereas, it is the determination of the City Council that approval of the Subordination Agreement by and among the City of Dubuque, Iowa, Masterpiece Properties, LLC, and Mound City Bank, according to the terms and conditions set out in the Subordination Agreement, is in the best interests of the City of Dubuque.

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

Section 1. The Subordination Agreement by and among the City of Dubuque, Iowa, Masterpiece Properties, LLC, and Mound City Bank is hereby approved.

Section 2. The Mayor is hereby authorized and directed to execute the Subordination Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. The City Manager is authorized to take such actions as are necessary to comply with the terms of the Subordination Agreement as herein approved.

Passed, approved and adopted this _____

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

Prepared by and return to: Nicole Lytle, City of Dubuque Housing and Community Development ,350 W 6th St. Ste 312, Dubuque, Iowa, 52001; 589-1724

Subordination Agreement

This Subordination Agreement ("Agreement") is made as of January 5, 2026, by and between The City of Dubuque, Iowa, an Iowa municipal corporation ("City"), and Masterpiece Properties, LLC, an Iowa limited liability company ("Borrower").

RECITALS

A. Borrower is the owner of the real property located at 675 W 3rd Street, Dubuque, Iowa ("Property One") and 677 W 3rd Street, Dubuque, Iowa ("Property Two") (collectively, the "Properties").

B. The City and Borrower entered into a Lead and Healthy Homes Program Agreement dated April 14, 2022, pursuant to which the City provided a loan in the principal amount of Forty Thousand Two Hundred Fifty Dollars (\$40,250) for Property One.

C. The City and Borrower entered into an additional Lead and Healthy Homes Program Agreement dated May 11, 2023, pursuant to which the City provided a loan in the principal amount of Forty-Three Thousand Eight Hundred Seventy-Five Dollars (\$43,875) for Property Two.

D. As security for repayment of the above-referenced loans, Borrower executed and delivered to the City:

1. A Mortgage encumbering Property One, recorded on October 10, 2023, as Instrument No. 20230009650 in the Office of the Dubuque County Recorder; and
2. A Mortgage encumbering Property Two, recorded on November 12, 2024, as Instrument No. 202400010799 in the Office of the Dubuque County Recorder (collectively, the "City Mortgages").

E. Borrower has obtained or is in the process of obtaining financing from Mound City Bank ("Senior Lender"), which financing will be secured by a mortgage or mortgages on the Properties (the "Senior Mortgage").

F. As a condition of such financing, Mound City Bank has required that the City subordinate the lien priority of the City Mortgages to the lien priority of the Senior Mortgage.

G. The City is willing to subordinate its lien position from first lien priority to second lien priority, subject to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Subordination

The City hereby subordinates the lien priority of the City Mortgages to the lien priority of the Senior Mortgage. Upon recording of the Senior Mortgage, Mound City Bank shall constitute a first lien on the Properties, and the City Mortgages shall constitute second liens, subject to the terms of this Agreement.

2. No Other Modification

Except for the subordination of lien priority expressly set forth herein, all terms, conditions, rights, and obligations of the City Mortgages and the underlying Lead and Healthy Homes Program Agreements shall remain unchanged and in full force and effect.

3. No Waiver

Nothing in this Agreement shall be deemed a waiver of any rights or remedies of the City under the City Mortgages or the related loan agreements, except as to lien priority.

4. Representations

Borrower represents and warrants that:

- Borrower is the lawful owner of the Properties.
- Borrower has full authority to execute this Agreement; and
- This Agreement does not violate any other agreements affecting the Properties.

5. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

7. Recording

This Agreement may be recorded in the Office of the Dubuque County Recorder. Borrower shall be responsible for all recording fees.

SIGNATURES

CITY OF DUBUQUE, IOWA

By: _____

Name: _____

Title: _____

Date: _____

MASTERPIECE PROPERTIES, LLC

By: Josh Jansen

Name: Josh Jansen

Title: President

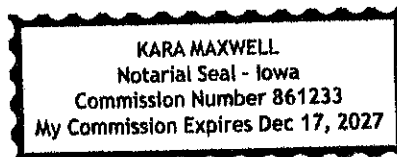
Date: 01-02-2026

STATE OF IOWA
COUNTY OF DUBUQUE

On this 2 day of January, 2026 before me, a Notary Public in and for the State of Iowa, personally appeared Joshua Jansen, known to me or satisfactorily proven to be the person who executed the foregoing instrument as an authorized member or manager of Masterpiece Properties, LLC, and acknowledged that the same was executed as the voluntary act and deed of said limited liability company.

Kara Maxwell

Notary Public in and for the State of Iowa
My Commission Expires: 12/17/2027



**City of Dubuque
City Council**

ACTION ITEMS # 1.

ITEM TITLE:	Approving the First Amendment to the Development Agreement by and Between the City of Dubuque, Iowa and Greater Dubuque Impact Investment Fund for the Redevelopment of 1550 Elm Street
SUMMARY:	City Attorney recommending City Council adopt the attached resolution approving a First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Greater Dubuque Impact Investment Fund for the redevelopment of 1550 Elm Street in Dubuque. RESOLUTION Approving The First Amendment To The Development Agreement By And Between The City Of Dubuque And Greater Dubuque Impact Investment Fund
SUGGESTED DISPOSITION:	Receive and File; Adopt Resolution(s)
ATTACHMENTS:	
	1. CB Memo 2. Staff Memo 3. 1st Amendment 4. Resolution of Approval

TO: The Honorable Mayor and City Council Members

FROM: Crenna Brumwell, City Attorney

SUBJECT: Approving the First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Greater Dubuque Impact Investment Fund for the Redevelopment of 1550 Elm Street

DATE: December 30, 2025

Economic Development Director Jill Connors is recommending City Council adopt the attached resolution approving a First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Greater Dubuque Impact Investment Fund for the redevelopment of 1550 Elm Street in Dubuque.

Due to conditions on the Property identified after execution of the Development Agreement – specifically, the confirmation of responsibility for removal of a downed building, which the City has agreed to undertake – the Developer has requested extensions to several deadlines set forth in the Development Agreement.

The proposed First Amendment to Development Agreement includes the following modifications:

- The Closing Date has been changed from September 10, 2025 to January 17, 2026, or on such other date as the parties may mutually agree, but no later than the January 31, 2026.
- The City agrees to remove the downed building identified in a new Exhibit J.
- Requirements related to the type and level of insurance needed during the project have been modified, as approved by City staff.

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

CB:sv

Attachment

cc: 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: Crenna M. Brumwell, City Attorney

FROM: Jill Connors, Economic Development Director

SUBJECT: Approving the First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Greater Dubuque Impact Investment Fund for the Redevelopment of 1550 Elm Street

DATE: December 30, 2025

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached resolution approving a First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Greater Dubuque Impact Investment Fund.

BACKGROUND

The Greater Dubuque Impact Investment Fund is a non-profit community development organization designed to coordinate difficult or complex redevelopment projects that are critical to the prosperity of the greater Dubuque community. Using *Impact Investment* principles, where multiple sources of funds come together to achieve social impact and economic return, it will support project funding, coordinate implementation strategies, advocate for property redevelopment and coordinate the collaboration of public and private entities.

The Greater Dubuque Impact Investment Fund (Developer) has analyzed critical challenges and opportunities for the Greater Dubuque region, one of which is the redevelopment of 1550 Elm Street (the Property). The Property is part of a former junkyard, which makes its redevelopment challenging from an environmental, process, and financial standpoint. For this reason, the Developer has decided to step in to advance the redevelopment of the Property. The City of Dubuque, Iowa, and Greater Dubuque Impact Investment Fund entered into a Development Agreement for the redevelopment of the Property on September 2, 2025.

DISCUSSION

Due to conditions on the Property identified after execution of the Development Agreement – specifically, the confirmation of responsibility for removal of a downed building, which the

City has agreed to undertake – the Developer has requested extensions to several deadlines set forth in the Development Agreement.

The proposed First Amendment to Development Agreement includes the following modifications:

- The Closing Date has been changed from September 10, 2025 to January 17, 2026, or on such other date as the parties may mutually agree, but no later than the January 31, 2026.
- The City agrees to remove the downed building identified in the photo exhibit below and per a new Exhibit J.



- Requirements related to the type and level of insurance needed during the project have been modified, as approved by City staff.

BUDGET IMPACT

The estimated cost to remove and dispose of the collapsed building section is approximately \$50,000 and the City has sufficient funds available in Project CIP No. 5586500013 to complete this work in the spring of 2026.

RECOMMENDATION

I recommend the City Council adopt the attached resolution approving the First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Greater Dubuque Impact Investment Fund for the redevelopment of 1550 Elm Street in Dubuque.

**FIRST AMENDMENT
TO
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
GREATER DUBUQUE IMPACT INVESTMENT FUND**

This First Amendment to Development Agreement, dated for reference purposes the ____ day of _____, 2025, is made and entered into by the City of Dubuque, Iowa, a municipality (City), established pursuant to the Iowa Code and acting under authorization of Iowa Code Chapter 403, as amended (the Urban Renewal Act), and Greater Dubuque Impact Investment Fund, an Iowa nonprofit corporation (Developer).

WHEREAS, the City of Dubuque, Iowa ("City") and Greater Dubuque Impact Investment Fund ("Developer") entered into a Development Agreement dated September 2, 2025 (the "Development Agreement") with respect to real estate legally described as:

Lots 182, 183, 184, 185 & 186 East Dubuque Add, locally known as 1550 Elm Street (the Property)

; and

WHEREAS, City and Developer desire to amend the Development Agreement to adjust certain dates of performance and related matters; and

WHEREAS, the parties have reached agreement on the terms of an amendment and desire to set forth their agreement regarding the amendments in writing.

NOW THEREFORE, in consideration of the mutual terms and conditions herein and in the Development Agreement, the parties agree as follows:

SECTION 1. Section 1.1 is hereby amended to read as follows:

- 1.1 Purchase Price. The purchase price for the Property (the Purchase Price) shall be One Hundred Seventy-Four Thousand Eight Hundred Dollars (\$174,800) (for 0.59 net usable acres) which shall be due and payable by Developer in immediately available funds in favor of City, on or before January 17, 2026, or on such other date as the parties may mutually agree (the Closing Date) but in no event shall the Closing Date be later than the 31st day of January, 2026. Consummation of the closing shall be deemed an agreement of the parties to this Agreement that the conditions of closing shall have been satisfied or waived.

SECTION 2. The Development Agreement is hereby amended by adding thereto a new Section 3.4:

3.4 Building Deconstruction. Prior to closing or on or before May 1, 2026, City shall, at its cost, remove the downed building identified on Exhibit J. Removal shall include removal of the entire structure and any foundation.

SECTION 3. Section 5.4(1) is amended to read as follows:

5.4 Insurance Requirements.

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of City, furnish City with proof of insurance in the form of a certificate of insurance for each insurance policy):

Upon commencement of construction of the Minimum Improvements, all risk builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the replacement value of the then completed construction, naming City as lender loss payable. Developer shall provide notice to the City thirty (30) days prior to commencement of construction and shall update the value of completed construction on a schedule agreed to with City and update the amount of all risk builder's risk insurance as agreed with City.

SECTION 5. Except as modified herein, the terms of the Development Agreement shall govern the rights and obligations of the parties with respect to the Project and the Property.

SECTION 6. Exhibit I of the Development Agreement is hereby stricken and placed in lieu thereof is the following:

EXHIBIT I

INSURANCE ACKNOWLEDGEMENT

Acknowledgment of Insurance Requirements

Section 5.6(1) of the Development Agreement provides:

(1) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and at its sole cost and expense builder's risk insurance, written on a Completed Value Form in an amount equal to one hundred percent (100%) of the then completed construction of improvements (including Minimum Improvements) replacement value as set forth in

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paragraph 5.4(1), naming City as a lender loss payable. Coverage shall include the "special perils" form and developer shall furnish City with proof of insurance in the form of a certificate of insurance.

Developer specifically acknowledges that replacement value means one hundred percent of the replacement value of the then completed construction, that the City must be named as lender loss payable, and that evidence of builder's risk must be provided prior to closing.

CITY OF DUBUQUE, IOWA

**GREATER DUBUQUE IMPACT
INVESTMENT FUND**

By: _____ *Kevin J. Lynch*
Kevin Lynch, President

By: _____

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

EXHIBIT J

DOWNED BUILDING



RESOLUTION NO. ____ -25

RESOLUTION APPROVING THE FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND GREATER DUBUQUE IMPACT INVESTMENT FUND

WHEREAS, the City of Dubuque and Greater Dubuque Impact Investment Fund (Developer) previously entered into a Development Agreement dated the 2nd day of September, 2025 (the Development Agreement); and

WHEREAS, City and Developer now desire to amend the Development Agreement as set forth in the First Amendment to Development Agreement attached hereto to adjust certain dates of performance and related matters.

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

SECTION 1. That the First Amendment to Development Agreement between the City of Dubuque, Iowa, and Greater Dubuque Impact Investment Fund, a copy of which is attached hereto, is hereby approved.

SECTION 2. The Mayor is hereby authorized and directed to sign the First 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

**City of Dubuque
City Council**

ACTION ITEMS # 2.

ITEM TITLE:	Annual Review of Mayor and City Council Board and Committee Appointments
SUMMARY:	City Clerk requesting Mayor and City Council review all board and committee appointments and vacancies for any changes for the 2026 calendar year.
SUGGESTED DISPOSITION:	Receive and File; Council

ATTACHMENTS:

1. Staff Memo_Updated 1.5.26
2. Staff Memo
3. Council Boards and Committees Details_Updated 1.5.26
4. Council Boards and Committees Details
5. Council Board and Committee Assignments Spreadsheet_Redline_Updated 1.5.26
6. Council Boards and Committees Details_Redline
7. Council Board and Committee Listings_Updated 1.5.26
8. Council Board and Committee Listings
9. Council Board and Committee List by Name
10. DRA Request for Appointments



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: January 5, 2026

SUBJECT: Annual Review of Mayor and City Council Board and Committee Appointments

At the first regular City Council meeting of each year, the Mayor and City Council are asked to review their appointments to various boards and committees and make any necessary changes. During this year's review, it was noted that one committee listed inaccurate term information. In response, the City Clerk's Office conducted a comprehensive review of all relevant bylaws and agreements and contacted staff for every board and committee to ensure accuracy.

This review identified multiple instances of outdated or incorrect information requiring correction. Additionally, confirmation with committee staff revealed that several committees do not mandate City Council participation.

The updated listing of board and committee information is included, along with a redline comparison showing all changes made.

Key updates include removal of the following boards and committees:

- **Dubuque Area Convention and Visitors Bureau – Travel Dubuque – Outreach Committee** Removed per guidance from Travel Dubuque staff that this committee no longer exists.
- **Dubuque Metropolitan Area Transportation Study (DMATS) Technical Advisory Committee** Removed upon confirmation in the bylaws and with ECIA staff that City representation is not mandated.
- **Pre-Disaster Mitigation Plan Committee** This committee convenes only once every five years, making it a highly specialized assignment rather than an ongoing responsibility. Requesting a City Council member to commit now would be impractical given the long interval before the next meeting. Staff have confirmed that the next request for participation will occur in January 2028, which will be the appropriate time to determine which Council members are available and willing to serve.

- **River Valley Initiative Foundation Board of Directors** Staff confirmed that this board does not mandate City Council participation.

The following board is currently on-hold pending the outcome of further review:

- **Friends of the Mines of Spain Board** This board was previously included in the City Council appointment list due to a misinterpretation of language in the 28E Agreement with Friends of Mines of Spain and related governing documents. The confusion arose because certain entities associated with the Mines of Spain, such as the Advisory Board, require City of Dubuque representation, a role typically fulfilled by City staff. City staff mistakenly assumed the Mines of Spain Advisory Board was the same as the Friends of Mines of Spain Board and required City Council service. It has since been verified that the Advisory Board is separate from the Friends of Mines of Spain Board. We are verifying with Friends of the Mines of Spain staff that their bylaws do not require City Council representation and will provide an update once confirmed.

A previous version of this memo stated that service on the East Central Intergovernmental Association (ECIA) Executive Committee and the East Central Development Corporation (ECDC) was voluntary. After consultation with ECIA Executive Director Mae Hingtgen, it was clarified that ECIA's intent is for the chairperson, or their designee, of each functional planning committee to serve on the Executive Committee. However, this requirement is not accurately articulated in the existing bylaws. Ms. Hingtgen confirmed that ECIA staff will review the bylaws and work with the board to revise the language so that it accurately reflects this intent.

The Mayor serves as Chairperson of the Dubuque Metropolitan Area Transportation Study (DMATS) Policy Committee and, by virtue of that role, is therefore required to serve on the ECIA Executive Committee, either personally or through a designee, pending the bylaw update. In addition, all members of the Executive Committee are required to participate in the ECDC. Assistant City Manager Cori Burbach currently serves on both the ECIA Executive Committee and the ECDC as the Mayor's designee, and the City is therefore in compliance with these membership requirements.

While Council Members may adjust any board and committee assignments, appointments must be confirmed for the following boards and committees previously served on by former Council Members Ric Jones and Susan Farber:

- Dubuque Area Convention & Visitor's Bureau - Travel Dubuque - Board of Directors (*Jones*)
- Dubuque Area Convention & Visitors Bureau - Travel Dubuque - Sister City Committee (*Farber*)
- Dubuque Initiatives (*Farber*)
- Dubuque Metropolitan Area Solid Waste Agency Board (*Jones*)
- Dubuque Racing Association - Board of Directors (*Jones*)

Assignments are provided in multiple templates for easy reference. Once all appointments are finalized, the City Clerk's Office will notify administrative staff for each board and committee regarding any changes.



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 23, 2025

SUBJECT: Annual Review of Mayor and City Council Board and Committee Appointments

At the first regular City Council meeting of each year, the Mayor and City Council are asked to review their appointments to various boards and committees and make any necessary changes. During this year's review, it was noted that one committee listed inaccurate term information. In response, the City Clerk's Office conducted a comprehensive review of all relevant bylaws and agreements and contacted staff for every board and committee to ensure accuracy.

This review identified multiple instances of outdated or incorrect information requiring correction. Additionally, confirmation with committee staff revealed that several committees do not mandate City Council participation.

The updated listing of board and committee information is included, along with a redline comparison showing all changes made.

Key updates include removal of the following boards and committees:

- **Dubuque Area Convention and Visitors Bureau – Travel Dubuque – Outreach Committee** Removed per guidance from Travel Dubuque staff that this committee no longer exists.
- **Dubuque Metropolitan Area Transportation Study (DMATS) Technical Advisory Committee** Removed upon confirmation in the bylaws and with ECIA staff that City representation is not mandated.
- **East Central Intergovernmental Association (ECIA) Executive Council** This is a voluntary assignment currently held by Assistant City Manager Cori Burbach. Since participation is optional, it has been removed from the listing.
- **East Central Development Corporation (ECDC)** This is a voluntary assignment currently held by Assistant City Manager Cori Burbach. Since participation is optional, it has been removed from the listing.

- **Pre-Disaster Mitigation Plan Committee** This committee convenes only once every five years, making it a highly specialized assignment rather than an ongoing responsibility. Requesting a City Council member to commit now would be impractical given the long interval before the next meeting. Staff have confirmed that the next request for participation will occur in January 2028, which will be the appropriate time to determine which Council members are available and willing to serve.
- **River Valley Initiative Foundation Board of Directors** Staff confirmed that this board does not mandate City Council participation.

The following board is currently on-hold pending the outcome of further review:

- **Friends of the Mines of Spain Board** This board was previously included in the City Council appointment list due to a misinterpretation of language in the 28E Agreement with Friends of Mines of Spain and related governing documents. The confusion arose because certain entities associated with the Mines of Spain, such as the Advisory Board, require City of Dubuque representation, a role typically fulfilled by City staff. City staff mistakenly assumed the Mines of Spain Advisory Board was the same as the Friends of Mines of Spain Board and required City Council service. It has since been verified that the Advisory Board is separate from the Friends of Mines of Spain Board. We are verifying with Friends of the Mines of Spain staff that their bylaws do not require City Council representation and will provide an update once confirmed.

While Council Members may adjust any board and committee assignments, appointments must be confirmed for the following boards and committees previously served on by former Council Members Ric Jones and Susan Farber:

- Dubuque Area Convention & Visitor's Bureau - Travel Dubuque - Board of Directors (*Jones*)
- Dubuque Area Convention & Visitors Bureau - Travel Dubuque - Sister City Committee (*Farber*)
- Dubuque Initiatives (*Farber*)
- Dubuque Metropolitan Area Solid Waste Agency Board (*Jones*)
- Dubuque Racing Association - Board of Directors (*Jones*)

Assignments are provided in multiple templates for easy reference. Once all appointments are finalized, the City Clerk's Office will notify administrative staff for each board and committee regarding any changes.

Board/Committee	Name	Term	Representatives	Appointed By	Per	Meets
Conference Board	Cavanagh	Concurrent with Council term	Mayor and All Council members	Virtue of Position	State Code 441.2	Meetings called by City Assessor
	Leyendecker					
	Resnick					
	Roussell					
	Sprank					
	Staver					
	Wethal					
County Resource Enhancement and Protection Act (REAP) Committee	Sprank	1 year term - August to July	Mayor or its designee	City Council	Iowa Code 455A.20	Annually in August - 2026 meeting is August 3 at 1:00 p.m.
Dubuque Area Convention & Visitor's Bureau - Travel Dubuque - Board of Directors	Cavanagh	1 year term - July 1 to June 30	Mayor	City Council	Contracted Services Agreement and By-Laws	3rd Wednesday of each month at 4:00 pm
	Jones		1 Council member			
	Van Milligen		City Manager	Virtue of Position		
Dubuque Area Convention & Visitors Bureau - Travel Dubuque - Sister City Committee	Farber	No fixed term	1 Council member	City Council	Contracted Services Agreement	2nd Thursday of every other month at 4:00 pm (February is first meeting of 2026)
	Breitfelder		1 City staff representative			
Dubuque County Early Childhood Board	Wethal	3 year term	1 Council member	City Council with DCEC board approval	By-Laws and Iowa Code 256I.7	4th Wednesday of each month at Noon
Dubuque County Emergency Management Commission	Scheller	1 year term Jan. to Dec.	Mayor or it's representative	Mayor or appointee	By-Laws and Iowa Code 29C.9	1st Tuesday of May, August and November, 6:30 pm

Board/Committee	Name	Term	Representatives	Appointed By	Per	Meets
Dubuque Initiatives	Cavanagh	Concurrent with Council term	Mayor	Virtue of Position	Articles of Incorporation and By-Laws	2nd and 4th Monday of each month at Noon (4th Monday only if needed)
	Farber	1 year term Jan. to Dec.	2 Council members	City Council		
	Resnick					
	Van Milligen	Concurrent with tenure as City Manager	City Manager	Virtue of Position		
Dubuque Main Street Board of Directors	Roussell	3 year term 2025-2028	1 Council member	City Council	Pursuant to Main Street Iowa Program Continuation Agreement and By-Laws	4th Thursday of each month at 8:00 a.m.
	Connors		1 City staff representative	Appointed by the City Manager		
Dubuque Main Street Executive Committee	Roussell	2 year term 2026 through 2028	1 Council member	City Council	Pursuant to Main Street Iowa Program Continuation Agreement and By-Laws	3rd Thursday of each month at 11:30 am
	Connors		1 City staff representative	Appointed by the City Manager		
Dubuque Metropolitan Area Solid Waste Agency Board	Resnick	3 year term	2 Council members	City Council	28E Agreement and 455B Iowa Code	3rd Wednesday of each month at Noon (start time can be flexible)
	Jones					
Dubuque Metropolitan Area Transportation Study (DMATS) Policy Committee	Cavanagh	Concurrent with Council term	Mayor and all Council Members	Virtue of Position	Articles of Agreement	2nd Thursday of each month at Noon
	Leyendecker					
	Resnick					
	Roussell					
	Sprank					
	Staver					
	Wethal					

Board/Committee	Name	Term	Representatives	Appointed By	Per	Meets
Dubuque Racing Association - Board of Directors	Cavanagh	1 year term - Jan to Dec	3 Council members	City Council	Lease Agreement and By-Laws	4th Tuesday of each month at Noon
	Sprank					
	Jones		City Manager or his designee	Virtue of Position		
	Van Milligen					
Dubuque Racing Association - Executive Committee	Van Milligen		City Manager	Dubuque Racing Association - Board of Directors	Lease Agreement and By-Laws	3rd Tuesday of each month at Noon
East Central Intergovernmental Association (ECIA) Council	Burbach	Concurrent with Council Term	Elected Official or Administrative Personnel directly responsible to the titular head of a local government	Virtue of Association jurisdiction	Articles of Agreement	3rd Wednesday of every other month at 5:00 p.m.
East Central Intergovernmental Association (ECIA) Executive Committee	Burbach	Concurrent with Council Term	Mayor or it's alternate	By virtue of chairing the DMATS Policy Committee	By-Laws	3rd Wednesday of every other month at 4:30 p.m.
East Central Development Corporation (ECDC)	Burbach	Concurrent with Council Term	Mayor or it's alternate	By virtue of membership to the ECIA Executive Committee	By-Laws	3rd Wednesday of every other month at 4:00 p.m.

Board/Committee	Name	Term	Representatives	Appointed By	Per	Meets
Examining Board	Lindahl	6 year term - May 2027	One person who is a resident of the assessor jurisdiction	Each voting unit of the conference board appoints a member to the examining board. Members of the Examining board shall not be a member of the Conference Board, a body which selects a member of the conference board, or the local board of review	State code 701-72.14 (441.3)	Upon receipt of the report of the examining Board a written notice to call a meeting to appoint an assessor
ON HOLD PENDING OUTCOME OF REVIEW: Friends of the Mines of Spain Advisory Board	Wethal	1 year term - Jan. to Dec.	1 person designated	City Council	28 E Agreement	1st Tuesday of every month at 6:15 p.m.
	Van Milligen		City Manager - Project Manager	Virtue of Position		
Four Mounds Foundation Board of Trustees	Resnick	No fixed term	1 City representative	City Council	Articles of Incorporation and By-Laws	Jan. 26, March 23, June 1, July 27, Sept. 28, and Nov. 23 from 11 a.m. and noon

Board/Committee	Name	Term	Representatives	Appointed By	Per	Meets
Greater Dubuque Development Corp. (GDDC) Board of Directors	Cavanagh	1 year term - July to June	Mayor	Virtue of Position	Articles of Incorporation and By-Laws	Quarterly on the 4th Tuesday at 8:30 a.m.
	Roussell		2 Council members	City Council		
	Sprank		City Manager	Virtue of Position		
	Van Milligen		Economic Development Director	Virtue of Position		
	Connors					
Greater Dubuque Development Corp. (GDDC) Executive Committee	Cavanagh	1 year term - July to June	Mayor	Virtue of Position	Articles of Incorporation and By-Laws	4th Tuesday of months when the Board of Directors does not meet at 8:30 a.m.
	Van Milligen		City Manager	Virtue of Position		

Board/Committee	Name	Term	Representatives	Appointed By	Per	Meets
Conference Board	Cavanagh	Concurrent with Council term	Mayor and All Council members	Virtue of Position	State Code 441.2	Meetings called by City Assessor
	Leyendecker					
	Resnick					
	Roussell					
	Sprank					
	Staver					
	Wethal					
County Resource Enhancement and Protection Act (REAP) Committee	Sprank	1 year term - August to July	Mayor or its designee	City Council	Iowa Code 455A.20	Annually in August - 2026 meeting is August 3 at 1:00 p.m.
Dubuque Area Convention & Visitor's Bureau - Travel Dubuque - Board of Directors	Cavanagh	1 year term - July 1 to June 30	Mayor	City Council	Contracted Services Agreement and By-Laws	3rd Wednesday of each month at 4:00 pm
	Jones		1 Council member			
	Van Milligen		City Manager	Virtue of Position		
Dubuque Area Convention & Visitors Bureau - Travel Dubuque - Sister City Committee	Farber	No fixed term	1 Council member	City Council	Contracted Services Agreement	2nd Thursday of every other month at 4:00 pm (February is first meeting of 2026)
	Breitfelder		1 City staff representative			
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Board/Committee	Name	Term	Representatives	Appointed By	Per	Meets
Dubuque Initiatives	Cavanagh	Concurrent with Council term	Mayor	Virtue of Position	Articles of Incorporation and By-Laws	2nd and 4th Monday of each month at Noon (4th Monday only if needed)
	Farber	1 year term Jan. to Dec.	2 Council members	City Council		
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Dubuque Main Street Board of Directors	Roussell	3 year term 2025-2028	1 Council member	City Council	Pursuant to Main Street Iowa Program Continuation Agreement and By-Laws	4th Thursday of each month at 8:00 a.m.
	Connors		1 City staff representative	Appointed by the City Manager		
Dubuque Main Street Executive Committee	Roussell	2 year term 2026 through 2028	1 Council member	City Council	Pursuant to Main Street Iowa Program Continuation Agreement and By-Laws	3rd Thursday of each month at 11:30 am
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Dubuque Metropolitan Area Solid Waste Agency Board	Resnick	3 year term	2 Council members	City Council	28E Agreement and 455B Iowa Code	3rd Wednesday of each month at Noon (start time can be flexible)
	Jones					
Dubuque Metropolitan Area Transportation Study (DMATS) Policy Committee	Cavanagh	Concurrent with Council term	Mayor and all Council Members	Virtue of Position	Articles of Agreement	2nd Thursday of each month at Noon
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	Staver					
	Wethal					

Board/Committee	Name	Term	Representatives	Appointed By	Per	Meets
Dubuque Racing Association - Board of Directors	Cavanagh	1 year term - Jan to Dec	3 Council members	City Council	Lease Agreement and By-Laws	4th Tuesday of each month at Noon
	Sprank					
	Jones		City Manager or his designee	Virtue of Position		
	Van Milligen					
Dubuque Racing Association - Executive Committee	Van Milligen		City Manager	Dubuque Racing Association - Board of Directors	Lease Agreement and By-Laws	3rd Tuesday of each month at Noon
East Central Intergovernmental Association (ECIA) Council	Burbach	Concurrent with Council Term	Elected Official or Administrative Personnel directly responsible to the titular head of a local government	Virtue of Association jurisdiction	Articles of Agreement	3rd Wednesday of every other month at 5:00 p.m.
Examining Board	Lindahl	6 year term - May 2027	One person who is a resident of the assessor jurisdiction	Each voting unit of the conference board appoints a member to the examining board. Members of the Examining board shall not be a member of the Conference Board, a body which selects a member of the conference board, or the local board of review	State code 701-72.14 (441.3)	Upon receipt of the report of the examining Board a written notice to call a meeting to appoint an assessor
ON HOLD PENDING OUTCOME OF REVIEW: Friends of the Mines of Spain Advisory Board	Wethal	1 year term - Jan. to Dec.	1 person designated	City Council	28 E Agreement	1st Tuesday of every month at 6:15 p.m.
	Van Milligen		City Manager - Project Manager	Virtue of Position		
Four Mounds Foundation Board of Trustees	Resnick	No fixed term	1 City representative	City Council	Articles of Incorporation and By-Laws	Jan. 26, March 23, June 1, July 27, Sept. 28, and Nov. 23 from 11 a.m. and noon

Board/Committee	Name	Term	Representatives	Appointed By	Per	Meets
Greater Dubuque Development Corp. (GDDC) Board of Directors	Cavanagh	1 year term - July to June	Mayor	Virtue of Position	Articles of Incorporation and By-Laws	Quarterly on the 4th Tuesday at 8:30 a.m.
	Roussell		2 Council members	City Council		
	Sprank		City Manager	Virtue of Position		
	Van Milligen		Economic Development Director	Virtue of Position		
	Connors					

Greater Dubuque Development Corp. (GDDC) Executive Committee	Cavanagh	1 year term - July to June	Mayor	Virtue of Position	Articles of Incorporation and By-Laws	4th Tuesday of months when the Board of Directors does not meet at 8:30 a.m.
	Van Milligen		City Manager	Virtue of Position		

Board/Committee	Name	Term	Representatives	Appointed By	Per	Meets
Conference Board	Cavanagh	Length of Term Concurrent with Council term	Mayor and All Council members	Virtue of Position	State Code 441.2	Meetings called by City Assessor
	Farber- Leyendecker					
	Resnick					
	Roussell					
	Sprank					
	Jones Staver					
	Wethal					
County Resource Enhancement and Protection Act (REAP) Committee	Sprank	1 year term - August to July	1 Council member Mayor or its designee	City Council	Letter sent to Planning Services Manager each year requesting appointment Iowa Code 455A.20	2nd Tuesday in August at 3:00 p.m. Annually in August - 2026 meeting is August 3 at 1:00 p.m.
Dubuque Area Convention & Visitor's Bureau - Travel Dubuque - Board of Directors	Cavanagh	1 year term - July 1 to June 30	Mayor	City Council	Contracted Services Agreement and By- Laws	2nd Tuesday of each month at 4:00 pm 3rd Wednesday of each month at 4:00 pm
	Jones		1 Council member			
	Van Milligen		City Manager	Virtue of Position		
Dubuque Area Convention and Visitors Bureau - Travel Dubuque - Outreach Committee	Wethal	1 year term July to June	2 Council members	City Council with Convention and Visitor's Bureau Board of Directors approval	By Laws	Meets quarterly
	Roussell					
Dubuque Area Convention & Visitors Bureau - Travel Dubuque - Sister City Committee	Farber	3 year term - January 2025 No fixed term	1 Council member	City Council	Contracted Services Agreement	Meetings called by Travel Dubuque 2nd Thursday of every other month at 4:00 pm (February is first meeting of 2026)
	Breitfelder		1 City staff representative			
Dubuque County Early Childhood Board	Wethal	3 year term -Jan 1, 2027	1 Council member	City Council with DCEC board approval	By-Laws and Iowa Code 256I.7	4th Wednesday of each month at Noon (Except July and December)

Board/Committee	Name	Term	Representatives	Appointed By	Per	Meets
Dubuque County Emergency Management Commission	Scheller	1 year term Jan. to Dec.	Mayor or it's representative	Mayor or appointee	By-Laws Updated January 2018 and Iowa Code 29C.9	1st Tuesday of May, August and November, 6:30 pm
Dubuque Initiatives	Cavanagh	For Length of Term Concurrent with Council term	Mayor	Virtue of Position	Articles of Incorporation and By-Laws	2nd and 4th Monday of each month at Noon (4th Monday only if needed)
	Resnick	For Length of Term 1 year term Jan. to Dec.	2 Council members	City Council		
	Farber					
	Van Milligen	Concurrent with tenure as City Manager	City Manager	Virtue of Position		
Dubuque Main Street Board of Directors	Roussell	4 3 year term 2025-2028	1 Council member	City Council	Pursuant to Main Street Iowa Program Continuation Agreement and By-Laws	4th Thursday of each month Wednesday of Jan., Feb., March, April, May, June, Sept. and Oct. and the 1st Wednesday of Aug. and Dec. at 8:00 a.m.
	Connors		1 City staff representative	Appointed by the City Manager		
Dubuque Main Street Executive Committee	Roussell	4 2 year term 2026 through 2028 Jan. to Dec.	1 Council member	City Council	Pursuant to Main Street Iowa Program Continuation Agreement and By-Laws	3rd Thursday Wednesday of each month at 11:30 am
	Connors		1 City staff representative	Appointed by the City Manager		
Dubuque Metropolitan Area Solid Waste Agency Board	Resnick	For Length of Term 3 year term	2 Council members	City Council	28E Agreement and 455B Iowa Code	3rd Wednesday of each month at Noon (start time can be flexible)
	Jones					
Dubuque Metropolitan Area Transportation Study (DMATS) Policy Committee	Cavanagh	For Length of Term Concurrent with Council term	Mayor - Chair and all Council Members	Virtue of Position	Articles of Agreement and By-Laws	2nd Thursday of each month at Noon
	Farber Leyendecker					
	Resnick					
	Roussell					
	Sprank					
	Jones					
	Staver					
	Wethal					

Board/Committee	Name	Term	Representatives	Appointed By	Per	Meets
Dubuque Metropolitan Area Transportation Study (DMATS) Technical Advisory Committee	Cavanagh	For Length of Term	Mayor	Virtue of Position	By-Laws and Articles of Agreement	2nd Thursday of each month at 10:30
Dubuque Racing Association - Board of Directors	Cavanagh	1 year term - May to April Jan to Dec	3 Council members	City Council	Lease Agreement and By-Laws	4th Tuesday of each month at Noon
	Sprank					
	Jones					
	Van Milligen		City Manager or his designee	Virtue of Position		
Dubuque Racing Association - Executive Committee	Van Milligen		City Manager	Dubuque Racing Association - Board of Directors	Lease Agreement and By-Laws	3rd Tuesday of each month at Noon
East Central Intergovernmental Association (ECIA) Council	Burbach	Length of Term Concurrent with Council Term	Elected Official or Administrative Personnel directly responsible to the titular head of a local government Mayor or it's alternate	Virtue of Association jurisdiction	Articles of Agreement	3rd Wednesday of every other month at 5:00 p.m.
East Central Intergovernmental Association (ECIA) Executive Council Committee	Burbach	Length of Term Concurrent with Council Term	Mayor or it's alternate	Membership of the ECIA Council By virtue of chairing the DMATS Policy Committee	Articles of Agreement and By-Laws	3rd Wednesday of every other month at 4:30 p.m.
East Central Development Corporation (ECDC)	Burbach	Length of Term Concurrent with Council Term	Mayor or it's alternate	Open to all sitting ECIA Executive Committee Members By virtue of membership to the ECIA Executive Committee	By-Laws	3rd Wednesday of every other month at 4:00 p.m.

Board/Committee	Name	Term	Representatives	Appointed By	Per	Meets
Examining Board	Lindahl	6 year term - May 2027	One person who is a resident of the assessor jurisdiction	Each voting unit of the conference board appoints a member to the examining board. Members of the Examining board shall not be a member of the Conference Board, a body which selects a member of the conference board, or the local board of review	State code 701-72.14 (441.3)	Upon receipt of the report of the examining Board a written notice to call a meeting to appoint an assessor
Four Mounds Foundation Board of Trustees	Resnick	1 year term - Jan. to Dec. with no limitations No fixed term	1 City representative	City Council	Articles of Incorporation and By-Laws	3rd Monday of each month Jan. 26, March 23, June 1, July 27, Sept. 28, and Nov. 23 from 11 a.m. and noon
ON HOLD PENDING OUTCOME OF REVIEW: Friends of the Mines of Spain Advisory Board	Wethal	1 year term - Jan. to Dec.	1 person designated by the City	City Council	28 E Agreement	1st Tuesday of every month at 6:15 p.m.
	Van Milligen		City Manager - Project Manager	Virtue of Position		
Greater Dubuque Development Corp. (GDDC) Board of Directors	Cavanagh	1 year term - July to June	Mayor	Virtue of Position	Articles of Incorporation and By-Laws	3rd Tuesday (March, June, Sept., Dec.) Quarterly on the 4th Tuesday at 8:30 a.m.
	Sprank		2 Council members	City Council		
	Roussell		City Manager	Virtue of Position		
	Van Milligen		Economic Development Director	Virtue of Position		
Greater Dubuque Development Corp. (GDDC) Executive Committee	Cavanagh	1 year term - July to June	Mayor	Virtue of Position	Articles of Incorporation and By-Laws	3rd Tuesday of each month at 8:30 a.m. (March, June, Sept. and Dec. are conjunction with Board of Directors) 4th Tuesday of months when the Board of Directors does not meet at 8:30 a.m.
	Van Milligen		City Manager	Virtue of Position		

Board/Committee	Name	Term	Representatives	Appointed By	Per	Meets
Pre-Disaster Mitigation Plan-Committee (PDMP)	Sprank	5-year term—January 2020	Up to 2 Council-members	City Council	FEMA-requirements	Meets once every 5 years to update the PDMP and review appointments
	Jones					
River Valley Initiative-Foundation Board of Directors	Sprank	3-year term—January 2025	1 member from the City Council not currently on the GDDC Board	self-perpetuating,—meaning the board-members themselves-recruit new members	By-Laws	Meets quarterly 7:30 AM

Board/Committee	Name	Term	Representatives	Appointed By	Per	Meets
Conference Board	Cavanagh	Length of Term Concurrent with Council term	Mayor and All Council members	Virtue of Position	State Code 441.2	Meetings called by City Assessor
	Farber- Leyendecker					
	Resnick					
	Roussell					
	Sprank					
	Jones Staver					
	Wethal					
County Resource Enhancement and Protection Act (REAP) Committee	Sprank	1 year term - August to July	1 Council member Mayor or its designee	City Council	Letter sent to Planning Services Manager each year requesting appointment Iowa Code 455A.20	2nd Tuesday in August at 3:00 p.m. Annually in August - 2026 meeting is August 3 at 1:00 p.m.
Dubuque Area Convention & Visitor's Bureau - Travel Dubuque - Board of Directors	Cavanagh	1 year term - July 1 to June 30	Mayor	City Council	Contracted Services Agreement and By- Laws	2nd Tuesday of each month at 4:00 pm 3rd Wednesday of each month at 4:00 pm
	Jones		1 Council member			
	Van Milligen		City Manager	Virtue of Position		
Dubuque Area Convention and Visitors Bureau - Travel Dubuque - Outreach Committee	Wethal	1 year term July to June	2 Council members	City Council with Convention and Visitor's Bureau Board of Directors approval	By-Laws	Meets quarterly
	Roussell					
Dubuque Area Convention & Visitors Bureau - Travel Dubuque - Sister City Committee	Farber	3 year term - January 2025 No fixed term	1 Council member	City Council	Contracted Services Agreement	Meetings called by Travel Dubuque 2nd Thursday of every other month at 4:00 pm (February is first meeting of 2026)
	Breitfelder		1 City staff representative			

Board/Committee	Name	Term	Representatives	Appointed By	Per	Meets
Dubuque County Early Childhood Board	Wethal	3 year term Jan 1, 2027	1 Council member	City Council with DCEC board approval	By-Laws and Iowa Code 256I.7	4th Wednesday of each month at Noon (Except July and December)
Dubuque County Emergency Management Commission	Scheller	1 year term Jan. to Dec.	Mayor or it's representative	Mayor or appointee	By-Laws Updated January 2018 and Iowa Code 29C.9	1st Tuesday of May, August and November, 6:30 pm
Dubuque Initiatives	Cavanagh	For Length of Term Concurrent with Council term	Mayor	Virtue of Position	Articles of Incorporation and By-Laws	2nd and 4th Monday of each month at Noon (4th Monday only if needed)
	Resnick	For Length of Term 1 year term Jan. to Dec.	2 Council members	City Council		
	Farber					
	Van Milligen	Concurrent with tenure as City Manager	City Manager	Virtue of Position		
Dubuque Main Street Board of Directors	Roussell	4 3 year term 2025-2028	1 Council member	City Council	Pursuant to Main Street Iowa Program Continuation Agreement and By-Laws	4th Thursday of each month Wednesday of Jan., Feb., March, April, May, June, Sept. and Oct. and the 1st Wednesday of Aug. and Dec. at 8:00 a.m.
	Connors		1 City staff representative	Appointed by the City Manager		
Dubuque Main Street Executive Committee	Roussell	4 2 year term 2026 through 2028 Jan. to Dec.	1 Council member	City Council	Pursuant to Main Street Iowa Program Continuation Agreement and By-Laws	3rd Thursday of each month at 11:30 am
	Connors		1 City staff representative	Appointed by the City Manager		

Board/Committee	Name	Term	Representatives	Appointed By	Per	Meets
Dubuque Metropolitan Area Solid Waste Agency Board	Resnick	For Length of Term 3 year term	2 Council members	City Council	28E Agreement and 455B Iowa Code	3rd Wednesday of each month at Noon (start time can be flexible)
	Jones					
Dubuque Metropolitan Area Transportation Study (DMATS) Policy Committee	Cavanagh	For Length of Term Concurrent with Council term	Mayor - Chair and all Council Members	Virtue of Position	Articles of Agreement and By-Laws	2nd Thursday of each month at Noon
	Farber-Leyendecker					
	Resnick					
	Roussell					
	Sprank					
	Jones Staver					
	Wethal					
Dubuque Metropolitan Area Transportation Study (DMATS) Technical Advisory Committee	Cavanagh	For Length of Term	Mayor	Virtue of Position	By-Laws and Articles of Agreement	2nd Thursday of each month at 10:30
Dubuque Racing Association - Board of Directors	Cavanagh	1 year term - May to April Jan to Dec	3 Council members	City Council	Lease Agreement and By-Laws	4th Tuesday of each month at Noon
	Sprank		City Manager or his designee	Virtue of Position		
	Jones					
	Van Milligen					
Dubuque Racing Association - Executive Committee	Van Milligen		City Manager	Dubuque Racing Association - Board of Directors	Lease Agreement and By-Laws	3rd Tuesday of each month at Noon
East Central Intergovernmental Association (ECIA) Council	Burbach	Length of Term Concurrent with Council Term	Elected Official or Administrative Personnel directly responsible to the titular head of a local government Mayor or it's alternate	Virtue of Association jurisdiction	Articles of Agreement	3rd Wednesday of every other month at 5:00 p.m.

Board/Committee	Name	Term	Representatives	Appointed By	Per	Meets
East Central Intergovernmental Association (ECIA) Executive Council	Burbach	Length of Term Concurrent with Council Term	Mayor or it's alternate	Membership of the ECIA Council	Articles of Agreement and — By-Laws	3rd Wednesday of every other month at 4:30 p.m.
East Central Development Corporation (ECDC)	Burbach	Length of Term Concurrent with Council Term	Mayor or it's alternate	Open to all sitting ECIA Executive Committee Members	By-Laws	3rd Wednesday of every other month at 4:00 p.m.
Examining Board	Lindahl	6 year term - May 2027	One person who is a resident of the assessor jurisdiction	Each voting unit of the conference board appoints a member to the examining board. Members of the Examining board shall not be a member of the Conference Board, a body which selects a member of the conference board, or the local board of review	State code 701-72.14 (441.3)	Upon receipt of the report of the examining Board a written notice to call a meeting to appoint an assessor
Four Mounds Foundation Board of Trustees	Resnick	1 year term — Jan. to Dec. with no limitations No fixed term	1 City representative	City Council	Articles of Incorporation and By-Laws	3rd Monday of each month Jan. 26, March 23, June 1, July 27, Sept. 28, and Nov. 23 from 11 a.m. and noon
ON HOLD PENDING OUTCOME OF REVIEW: Friends of the Mines of Spain Advisory Board	Wethal	1 year term - Jan. to Dec.	1 person designated by the City	City Council	28 E Agreement	1st Tuesday of every month at 6:15 p.m.
	Van Milligen		City Manager - Project Manager	Virtue of Position		
Greater Dubuque Development Corp. (GDDC) Board of Directors	Cavanagh	1 year term - July to June	Mayor	Virtue of Position	Articles of Incorporation and By-Laws	3rd Tuesday (March, June, Sept, Dec.) Quarterly on the 4th Tuesday at 8:30 a.m.
	Sprank		2 Council members	City Council		
	Roussell		City Manager	Virtue of Position		
	Van Milligen		Economic Development Director	Virtue of Position		
	Connors					

Board/Committee	Name	Term	Representatives	Appointed By	Per	Meets
Greater Dubuque Development Corp. (GDDC) Executive Committee	Cavanagh	1 year term - July to June	Mayor	Virtue of Position	Articles of Incorporation and By-Laws	3rd Tuesday of each month at 8:30 a.m. (March, June, Sept. and Dec. are conjunction with Board of Directors) 4th Tuesday of months when the Board of Directors does not meet at 8:30 a.m.
	Van Milligen		City Manager	Virtue of Position		
Pre-Disaster Mitigation Plan Committee (PDMP)	Sprank	5 year term — January 2029	Up to 2 Council members	City Council	FEMA requirements	Meets once every 5 years to update the PDMP and review appointments
	Jones					
River Valley Initiative Foundation Board of Directors	Sprank	3 year term — January 2025	1 member from the City Council not currently on the GDDC Board	self-perpetuating, meaning the board members themselves recruit new members	By-Laws	Meets quarterly 7:30 AM

Mayor and City Council Members Board and Committee Listings

Conference Board	
Meetings called by City Assessor	
Cavanagh	Concurrent with Council term
Leyendecker	Concurrent with Council term
Resnick	Concurrent with Council term
Roussell	Concurrent with Council term
Staver	Concurrent with Council term
Sprank	Concurrent with Council term
Wethal	Concurrent with Council term

Dubuque Area Convention & Visitor's Bureau - Travel Dubuque - Board of Directors	
3rd Wednesday of each month at 4:00 pm	
Cavanagh	1-Year term - July 1 through June 30
Jones	1-Year term - July 1 through June 30

Dubuque Area Convention & Visitor's Bureau - Travel Dubuque - Sister City Committee	
2nd Thursday of every other month at 4:00 pm (February is first meeting of 2026)	
Farber	1 year term - August to July

County Resource Enhancement and Protection Act (REAP) Committee	
Annually in August - 2026 meeting is August 3, 2026 at 1:00 p.m.	
Sprank	1 year term - August to July

Dubuque County Early Childhood Board	
4th Wednesday of each month at Noon	
Wethal	3 year term

Dubuque Initiatives	
2nd and 4th Monday of each month at Noon (4th Monday as needed)	
Cavanagh	Concurrent with Council term
Farber	1 year term Jan. to Dec.
Resnick	1 year term Jan. to Dec.

Dubuque Main Street Board of Directors	
4th Thursday of the month at 8:00 a.m.	
Roussell	3 year term - 2025 through 2028

Dubuque Main Street Executive Committee	
3rd Wednesday of each month at 11:30 am	
Roussell	2 year term - 2026 through 2028

Dubuque Metropolitan Area Solid Waste Agency Board	
3rd Wednesday of each month at Noon (start time can be flexible).	
Resnick	3 year term
Jones	3 year term

Dubuque Metropolitan Area Transportation Study (DMATS) Policy Committee	
2nd Thursday of each month at Noon	
Cavanagh	Concurrent with Council term
Leyendecker	Concurrent with Council term
Resnick	Concurrent with Council term
Roussell	Concurrent with Council term
Staver	Concurrent with Council term
Sprank	Concurrent with Council term
Wethal	Concurrent with Council term

Dubuque Racing Association - Board of Directors	
4th Tuesday of each month at Noon	
Cavanagh	1 year term - Jan. to December
Jones	1 year term - Jan. to December
Sprank	1 year term - Jan. to December

Four Mounds Foundation Board of Trustees	
Jan. 26, March 23, June 1, July 27, Sept. 28, and Nov. 23 11 a.m. and noon	
Resnick	No fixed term

Greater Dubuque Development Corp. (GDGC) Board of Directors	
Quarterly on the 4th Tuesday at 8:30 a.m.	
Cavanagh	1 year term - July to June.
Sprank	1 year term - July to June.
Roussell	1 year term - July to June.

Greater Dubuque Development Corp. (GDGC) Executive Committee	
4th Tuesday of months when the Board of Directors does not meet at 8:30 a.m.	
Cavanagh	Virtue of Position

Mayor and City Council Members Board and Committee Listings

Conference Board	
Meetings called by City Assessor	
Cavanagh	Concurrent with Council term
Leyendecker	Concurrent with Council term
Resnick	Concurrent with Council term
Roussell	Concurrent with Council term
Staver	Concurrent with Council term
Sprank	Concurrent with Council term
Wethal	Concurrent with Council term

Dubuque Area Convention & Visitor's Bureau - Travel Dubuque - Board of Directors	
3rd Wednesday of each month at 4:00 pm	
Cavanagh	1-Year term - July 1 through June 30
Jones	1-Year term - July 1 through June 30

Dubuque Area Convention & Visitor's Bureau - Travel Dubuque - Sister City Committee	
2nd Thursday of every other month at 4:00 pm (February is first meeting of 2026)	
Farber	1 year term - August to July

County Resource Enhancement and Protection Act (REAP) Committee	
Annually in August - 2026 meeting is August 3, 2026 at 1:00 p.m.	
Sprank	1 year term - August to July

Dubuque County Early Childhood Board	
4th Wednesday of each month at Noon	
Wethal	3 year term

Dubuque Initiatives	
2nd and 4th Monday of each month at Noon (4th Monday as needed)	
Cavanagh	Concurrent with Council term
Farber	1 year term Jan. to Dec.
Resnick	1 year term Jan. to Dec.

Dubuque Main Street Board of Directors	
4th Thursday of the month at 8:00 a.m.	
Roussell	3 year term - 2025 through 2028

Dubuque Main Street Executive Committee	
3rd Thursday of each month at 11:30 am	
Roussell	2 year term - 2026 through 2028

Dubuque Metropolitan Area Solid Waste Agency Board	
3rd Wednesday of each month at Noon (start time can be flexible).	
Resnick	3 year term
Jones	3 year term

Dubuque Metropolitan Area Transportation Study (DMATS) Policy Committee	
2nd Thursday of each month at Noon	
Cavanagh	Concurrent with Council term
Leyendecker	Concurrent with Council term
Resnick	Concurrent with Council term
Roussell	Concurrent with Council term
Staver	Concurrent with Council term
Sprank	Concurrent with Council term
Wethal	Concurrent with Council term

Dubuque Racing Association - Board of Directors	
4th Tuesday of each month at Noon	
Cavanagh	1 year term - Jan. to December
Jones	1 year term - Jan. to December
Sprank	1 year term - Jan. to December

Four Mounds Foundation Board of Trustees	
Jan. 26, March 23, June 1, July 27, Sept. 28, and Nov. 23 11 a.m. and noon	
Resnick	No fixed term

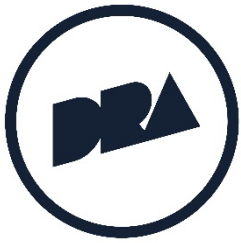
Greater Dubuque Development Corp. (GDGC) Board of Directors	
Quarterly on the 4th Tuesday at 8:30 a.m.	
Cavanagh	1 year term - July to June.
Sprank	1 year term - July to June.
Roussell	1 year term - July to June.

Greater Dubuque Development Corp. (GDGC) Executive Committee	
4th Tuesday of months when the Board of Directors does not meet at 8:30 a.m.	
Cavanagh	Virtue of Position

Name

Board and Committee List by Name

Cavanagh	Conference Board
	Dubuque Area Convention & Visitor's Bureau - Travel Dubuque - Board of Directors
	Dubuque Initiatives
	Dubuque Metropolitan Area Transportation System (DMATS) Policy Committee
	Dubuque Racing Association - Board of Directors
	Greater Dubuque Development Corp. (GDDC) Board of Directors
	Greater Dubuque Development Corp. (GDDC) Executive Committee
Leyendecker	Conference Board
	Dubuque Metropolitan Area Transportation System (DMATS) Policy Committee
Resnick	Conference Board
	Dubuque Initiatives
	Dubuque Metropolitan Area Solid Waste Agency Board
	Dubuque Metropolitan Area Transportation System (DMATS) Policy Committee
	Four Mounds Foundation Board of Trustees
Roussell	Conference Board
	Dubuque Main Street Board of Directors
	Dubuque Main Street Executive Committee
	Dubuque Metropolitan Area Transportation System (DMATS) Policy Committee
	Greater Dubuque Development Corp. (GDDC) Board of Directors
Sprank	Conference Board
	County Resource Enhancement and Protection Act (REAP) Committee
	Dubuque Metropolitan Area Transportation System (DMATS) Policy Committee
	Dubuque Racing Association Board of Directors
	Greater Dubuque Development Corp. (GDDC) Board of Directors
Staver	Conference Board
	Dubuque Metropolitan Area Transportation System (DMATS) Policy Committee
Wethal	Conference Board
	Dubuque County Early Childhood Board
	Dubuque Metropolitan Area Transportation System (DMATS) Policy Committee
To be determined	Dubuque Area Convention & Visitor's Bureau - Travel Dubuque - Board of Directors
	Dubuque Area Convention & Visitors Bureau - Travel Dubuque - Sister City Committee
	Dubuque Initiatives
	Dubuque Metropolitan Area Solid Waste Agency Board
	Dubuque Racing Association - Board of Directors
Van Milligen	Dubuque Area Convention & Visitor's Bureau - Travel Dubuque - Board of Directors
	Dubuque Initiatives
	Dubuque Racing Association - Board of Directors
	Dubuque Racing Association - Executive Committee
	Greater Dubuque Development Corp. (GDDC) Board of Directors
	Greater Dubuque Development Corp. (GDDC) Executive Committee
	Friends of the Mines of Spain Advisory Board
Burbach	East Centeal Intergovernmental Association (ECIA) Council
	East Central Intergovernmental Association (ECIA) Executive Council
	East Central Development Corporation (ECDC)
Breitfelder	Dubuque Area Convention & Visitors Bureau - Travel Dubuque - Sister City Committee
Lindal	Examining Board
Scheller	Dubuque County Emergency Management Commission
Connors	Dubuque Main Street Board of Directors
	Dubuque Main Street Executive Committee
	Greater Dubuque Development Corp. (GDDC) Board of Directors



November 24, 2025

Adrienne Breittfelder, City Clerk
City of Dubuque
50 W. 13th St.
Dubuque, IA 52001-4805

RE: Appointment to the Dubuque Racing Association Board of Directors and the Dubuque Racing Association Executive Committee

Greetings Adrienne,

I am reaching out to you on behalf of the Dubuque Racing Association's (DRA) Board of Directors. Our Annual Meeting is scheduled for Tuesday, January 27, 2026 at noon in the Reflections event space located within Q Casino + Resort. Per our bylaws, the Board of Directors shall include:

Three (3) members of the Dubuque City Council as appointed by the Dubuque City Council in consultation with the Association's Board of Directors.

The City Manager or his or her designee. At any time the City Manager may appoint a designee to serve on the Board of Directors for such period of time as the City Manager determines. Such designation shall be made by the City Manager in writing.

Governmental appointees shall be nominated on a yearly basis by the respective governmental bodies on or before the Association's annual meeting date.

Currently, the appointees are Mayor Cavanagh, Council members Ric Jones and Danny Sprank, and City Manager Mike Van Milligen.

The DRA Board of Directors meets on the 4th Tuesday of each month at noon at Q Casino + Resort. Additionally, the DRA Executive Committee meets the 3rd Tuesday of each month at noon in the Boardroom at Q Casino + Resort. Members of the DRA Board who are not appointed to the Executive committee are invited to attend one Executive Committee meeting annually. That date will be provided upon their appointment.

Please provide a written response in regards to the city assignment to these seats on or before January 26, 2025. If there are any questions, please feel free to reach out to me via phone (563-599-6472) or email (mandym@dradubuque.com)

Thank you for your attention to this matter.

Sincerely,

Mandy Miller
Chief of Staff, DRA

**City of Dubuque
City Council**

ACTION ITEMS # 3.

ITEM TITLE:	Work Session Requests - Greater Dubuque Development Corporation Quarterly Updates
SUMMARY:	Correspondence from Rick Dickinson, President and CEO of Greater Dubuque Development Corporation (GDDC), requesting to reschedule their previously scheduled work session from January 20 to February 16, 2026, at 6:00 p.m. GDDC also requests that additional work sessions be scheduled at 6:00 p.m. on the following dates: April 20, 2026, July 20, 2026, October 19, 2026, and January 19, 2027.
SUGGESTED DISPOSITION:	Receive and File; Council
ATTACHMENTS:	
	1. Correspondence



Schmid Innovation Center
900 Jackson St., Suite 109
Dubuque, IA 52001
www.greaterdubuque.org

December 29, 2025

Michael C. Van Milligen
City Manager
City of Dubuque
50 W 13th St
Dubuque, IA 52001

Dear Mike:

On behalf of the Greater Dubuque Development Corporation, I am writing to formally request the scheduling of work sessions with the Dubuque City Council on the following dates:

- April 20, 2026
- July 20, 2026
- October 19, 2026
- January 19, 2027

Each of these sessions would be requested as a 30-minute work session, beginning at 6:00 p.m.

In addition, we respectfully request a change to a previously scheduled work session. Specifically, we are requesting that the January 20 work session be moved to February 16.

Please let me know if additional information is needed or if there are any questions regarding these requests.

Thank you for your consideration.

In your service,

A handwritten signature in black ink, appearing to read "Rick Dickinson", written in a cursive style.

Rick Dickinson
President & CEO

**City of Dubuque
City Council**

ACTION ITEMS # 4.

ITEM TITLE:	Work Session Request - Historic Millwork Outdoor Community Space Update
SUMMARY:	City Manager requesting City Council schedule a work session on Tuesday, January 20, 2026, at 6:00 p.m. for a presentation on the Historic Millwork Outdoor Community Space concepts.
SUGGESTED DISPOSITION:	Receive and File; Council
ATTACHMENTS:	
	1. MVM Memo
	2. Staff Memo

TO: The Honorable Mayor and City Council Members

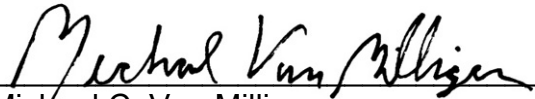
FROM: Michael C. Van Milligen, City Manager

SUBJECT: Work Session Request – Historic Millwork Outdoor Community Space Update

DATE: December 30, 2025

Planning Services Director Wally Wernimont is recommending City Council schedule a work session on Tuesday, January 20, 2026, at 6:00 p.m. The session will feature a presentation on the Historic Millwork Outdoor Community Space concepts, delivered by Planning Staff in collaboration with Confluence, the project consultant.

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


Michael C. Van Milligen

MCVM:sv
Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Wally Wernimont, Planning Services Director

TO: Michael C. Van Milligen, City Manager

FROM: Wally Wernimont, Planning Services Director 

DATE: December 30, 2025

RE: **Work Session Request – Historic Millwork Outdoor Community Space Update**

The purpose of this memo is to request a City Council work session on Tuesday, January 20, 2026, at 6:00 p.m. The session will feature a presentation on the Historic Millwork Outdoor Community Space concepts, delivered by Planning Staff in collaboration with Confluence, the project consultant.