CITY OF DUBUQUE, IOWA
CITY COUNCIL MEETING
Historic Federal Building: 350 W. 6th Street - Second-Floor Council Chambers.
April 20, 2026 at 6:30 PM

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ROLL CALL ORDER FOR MEETING

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

WORK SESSION

5:15 PM - Economic Mobility Progress Update
Community Impact and Neighborhood Support Director Antonio Mouzon will provide an Economic Mobility Progress Update

6:00 PM - Greater Dubuque Development Corporation Quarterly Update
President and CEO Jason White will present a quarterly update on Greater Dubuque Development Corporation.

REGULAR SESSION

6:30 PM

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. **International Dark Sky and Week and Earth Week (April 19-25, 2026)**
   On behalf of the City of Dubuque Sustainability Office and Green Iowa AmeriCorps.

2. **Arbor Day (April 24, 2026)**
   On behalf of Dubuque Trees Forever.

3. **Dubuque YP Days of Caring (April 24, 2026)**
   On behalf of the Dubuque YP Days of Caring Board.

4. **National Apprenticeship Week (April 26-May 2, 2026)**
   On behalf of the Mid-America Carpenters Regional Council.

5. **Stewardship Week (April 26-May 3, 2026)**
   On behalf of the Dubuque County Soil and Water Conservation District Commission.

6. **Foster Care Month (May 2026)**
   On behalf of Four Oaks Foster Care and Adoption.

CONSENT ITEMS

1. **Minutes and Reports Submitted**
   Proof of publication for City Council Proceedings of March 23, 2026.
   Suggested Disposition: Receive and File

2. **Notice of Claims and Suits**
   Kevin and Julie Behning for property damage; Travelers The Standard Insurance Company ASO Jandell Gallagher vehicle damage
   Suggested Disposition: Receive and File; Refer to City Attorney

3. **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)

4. **Signed Contracts**
   CivicPlus for Software; Des Moines Area Community College for education to health care students, and the City of Dubuque, Iowa through its Fire Department; Top Grade Excavating, Inc. for Catherine Street Storm Sewer Project; Globalcom Technologies for installation for the Wilbricht Lane Tree Crew Building Fiber Addition; Westphal and Company for,Mt Carmel Generator and ATS Installation;

Midwest Concrete, Inc. for Asphalt Overlay Program Sidewalk Curb Ramp Project; Dubuque Food Pantry for Launch In to Summer party event; Clarke University for advancing workforce development; DROP for software purchase.
Suggested Disposition: Receive and File

5. **May/June 2026 Issue of City News Newsletter**
The May/June 2026 issue of the City News newsletter will be mailed and emailed with City utility bills from April 14 - May 5. Past issues are archived at www.cityofdubuque.org/citynews
Suggested Disposition: Receive and File

6. **Property Tax Appeal Stipulation of Settlement Notice - Alpine Park MHC, LLC**
Senior Counsel transmitting notice of a Stipulation of Settlement for a 2025 property tax appeal filed by Alpine Park MHC, LLC for their property located at Parcel No. 10-11-226-002.
Suggested Disposition: Receive and File

7. **Vacation and Sale of Alley Right of Way Agreement - Kellhoff Properties, LLC Property at 3860 Peru Road**
City Manager recommending City Council approval of an agreement with Kellhoff Properties, L.L.C. (Kellhoff) related to the vacation and sale of certain street right of ways adjacent to the property at 3860 Peru Road in Dubuque, Iowa.
RESOLUTION Approving an Agreement between the City of Dubuque, Iowa and Kellhoff Properties, L.L.C.
Suggested Disposition: Receive and File; Adopt Resolution(s)

8. **Request to Authorize Credit Card Processing Forms - Fuel Station Rehabilitation Project**
City Manager recommending City Council authorize the City Manager to sign attached contract forms in order to complete the credit card station for the bulk water station as part of the Fuel Station Rehabilitation Project (CIP #5429900018).
RESOLUTION Fuel Station Rehabilitation Project - Approving the Merchant Processing Agreement between the City of Dubuque and Citizens Merchant Services
Suggested Disposition: Receive and File; Adopt Resolution(s)

9. **Acceptance Granger Creek Lift Station Improvements**
City Manger recommending City Council adopt the attached resolution accepting the public improvement, establishing the final contract amount at $1,257,914.83, and authorize the payment of the final contract retainage amount of $62,895.74 to Tri-Con General Construction Inc. for the Granger Creek Sanitary Sewer Pump Station Modification Project. This is a 3.02% increase from the original contract amount of $1,221,000.00.
RESOLUTION Accepting the Granger Creek Sanitary Sewer Pump Station Modification Project
Suggested Disposition: Receive and File; Adopt Resolution(s)

10. **FY25 JAG Grant Application**
    City Manger recommending City Council approval to apply for the FY25 Justice Assistance Grant (JAG). The grant amount is $33,689 and requires no cash match. The grant application period ends April 28, 2026. While we are currently in FY26, this federal grant is titled FY25.
    Suggested Disposition: Receive and File; Approve

11. **Community Development Block Grant FY 2027 Annual Action Plan**
    City Manager recommending City Council approval of the attached resolution adopting the FY 2027 Annual Action Plan as recommended by the Community Development Advisory Commission, and direct staff to transmit this plan to the U.S. Department of Housing and Urban Development as required.
    RESOLUTION Adopting the Fiscal Year 2027 (Program Year 2026) Community Development Block Grant (CDBG) Annual Action Plan
    Suggested Disposition: Receive and File; Adopt Resolution(s)

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

ITEMS SET FOR PUBLIC HEARING

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

1. **Set Public Hearing on FY 2027 City Budget**
    City Manager recommending approval of resolutions setting the April 28, 2026, public hearing in connection with the adoption of the Fiscal Year 2026 City budget.
    RESOLUTION Setting the Date for the Public Hearing on the Five-Year Capital Improvement Program for Fiscal Years 2027 Through 2031 for the City of Dubuque
    RESOLUTION Setting the Date for the Public Hearing on the Fiscal Year 2026 Budget for the City of Dubuque
    Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for April 28, 2026

2. **Tri-State Modelers - Lease Agreement**
    City Manager recommending City Council adopt the attached resolution setting a public hearing for May 4, 2026, for a Lease Agreement between the City of Dubuque, Iowa and the Tri-State Modelers.
    RESOLUTION Setting A Public Hearing to Consider the Lease Agreement by and between the City of Dubuque and Tri-State Modelers for Real Property Located in the City of Dubuque, Iowa

Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for May 4, 2026

3. **Loras Boulevard and Locust Street Storm Sewer Reconstruction Project**
   City Manager recommending City Council authorize the public bidding process and set a public hearing for May 4, 2026, and to preliminarily approve the plans, specifications, form of contract and estimated cost of $463,790.14 for the Loras Blvd. & Locust St. Storm Sewer Reconstruction Project through the adoption of the attached resolution.
   RESOLUTION Loras Blvd. & Locust St. Storm Sewer Reconstruction Project - Preliminary Approval of Plans, Specifications, Form of Contract, And Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost; and Ordering the Advertisement for Bids
   Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for May 4, 2026

4. **2026 Terminal Street Pumping Station Rehabilitation Project**
   City Manager recommending City Council adoption of the attached resolution authorizing the public bidding process and the advertisement for bids; setting a public hearing for May 4, 2026; and preliminarily approving the proposed plans, specifications, form of contract, and construction estimate of probable construction cost is $1,061,000.00 for the 2026 Terminal Street Pumping Station Rehabilitation project.
   RESOLUTION To Provide for a Notice of Hearing on Proposed Plans, Specifications, Form of Contract and Estimate of Cost for the 2026 Terminal Street Pumping Station Rehabilitation Project, and the Taking of Bids Therefor
   Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for May 4, 2026

5. **Loras Boulevard Reconstruction and Repairs Project Initiate Bid and Set Public Hearing**
   City Manager recommending City Council authorize the public bidding process and set a public hearing for May 4, 2026, and to preliminarily approve the plans, specifications, form of contract and estimated cost of $383,388.50 for the Loras Boulevard Reconstruction and Repairs Project through the adoption of the attached resolution.
   RESOLUTION Loras Boulevard Reconstruction and Repairs Project - Preliminary Approval of Plans, Specifications, Form of Contract, And Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost; and Ordering the Advertisement for Bids
   Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for May 4, 2026

6. **CY2026 Asphalt Overlay Program Initiate Bid and Set Public Hearing**
   City Manager recommending City Council authorize the public bidding process and set a public hearing for May 4, 2026, and to preliminary approve the plans,

specifications, form of contract and estimated cost of $148,000 for the Public Works Asphalt Profile Milling Project through the adoption of the attached resolution.
RESOLUTION - Public Works Asphalt Milling Profile Project — Preliminary Approval of Plans, Specifications, Form of Contract, And Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, And Estimated Cost; and Ordering the Advertisement for Bids
Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for May 4, 2026

7. **Traffic Signal Improvement Project - Asbury, Carter, and Chaney**
City Manager recommending City Council grant preliminary approval of the construction plans and specifications, form of contract and construction estimate of $297,082.25; and establish May 4, 2026, as the date of the public hearing; and hereby authorized to advertise for bid proposals for the Asbury, Chaney & Carter Traffic Signal Improvement Project.
RESOLUTION Carter, and Chaney Traffic Signal Improvement Project - Preliminary Approval of Plans, Specifications, Form of Contract, and Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost; and Ordering the Advertisement for Bids
Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for May 4, 2026

BOARDS/COMMISSIONS

1. **Board and Commission Appointments**
Appointments to the Following Commission to be Made at this Meeting.

Housing Commission
One, 3-Year term through August 17, 2027 (Vacant term of Wall)
Applicant:
Cathy Mauk Dickens, 431 Alpine St.

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. **Amend Historic Millwork District Planned Unit Development to allow removal of a portion of 850 Jackson Street**
Proof of publication on notice of public hearing to consider approval of a request from Mathew Lundh to rezone property located at 850 Jackson Street To amend the Historic Millwork District Planned Unit Development with PC-Planned Commercial designation to allow the removal of a portion of the building at 850

Jackson Street and Zoning Advisory Commission recommending approval.
ORDINANCE Amending Title 16 of the Unified Development Code of the City of Dubuque Code of Ordinances by Rescinding Ordinance 12-21 Which Provides Regulations for a PUD Planned Unit Development District with a Planned Commercial Designation for the Historic Millwork District PUD and now Being Amended to allow the Removal of a Portion of the Building at 850 Jackson Street (Parcel #10-24-484-003)
Suggested Disposition: Receive and File; Motion B; Motion A

2. **Request to Vacate and Dispose of Portions of an Interest in City Owned Property by Development Agreement with Dubuque Museum of Art**
Proof of Publication on notice of public hearing to consider approval of the proposed Development Agreement between the City of Dubuque and Dubuque Museum of Art, and the vacating and disposal of the City Lots 623B, 648A,648B, and Lot 2 of Woodward Place, in the City of Dubuque, to Dubuque Museum of Art, be approved through the adoption of the enclosed resolution and City Manager recommending approval.
RESOLUTION Approving the Vacation and Disposal of an Interest in Real Property Owned by the City of Dubuque by Sale Pursuant to a Development Agreement by and between the City of Dubuque and Dubuque Museum of Art
Suggested Disposition: Receive and File; Adopt Resolution(s)

3. **Dubuque Children's Zoo Lease Agreement**
Proof of Publication on notice of public hearing to consider adopting the attached resolution approving a Lease Agreement between the City of Dubuque, Iowa and the Dubuque Children's Zoo Boosters, Inc. and City Manager recommending approval.
RESOLUTION Approving a Lease Agreement by and between the City of Dubuque and Dubuque Children's Zoo Boosters, Inc. for Real Property Located in the City of Dubuque, Iowa
Suggested Disposition: Receive and File; Adopt Resolution(s)

4. **Collateral Assignment of Development Agreement - HG APT, LLC to Bellevue State Bank**
Proof of Publication on notice of public hearing to consider a Collateral Assignment of Development Agreement by and between the City of Dubuque and HG APT, LLC to Bellevue State Bank and City Manager recommending approval.
RESOLUTION - Approving A Collateral Assignment of Development Agreement by and between the City of Dubuque, Iowa and Hg Apt LLC to Bellevue State Bank for Property at 2901 Central Avenue
Suggested Disposition: Receive and File; Adopt Resolution(s)

5. **Development Agreement - Iron Creek Group, LLC for the Redevelopment of 1222-1240 Locust Street**
Proof of Publication on notice of public hearing to consider a proposed Development Agreement by and between the City of Dubuque, Iowa and Iron Creek Group, LLC providing for the issuance of Urban Renewal Tax Increment

Revenue Grant Obligations and City Manager recommending approval.
RESOLUTION Approving a Development Agreement by and between the City of Dubuque, Iowa and Iron Creek Group, LLC for the Redevelopment of the Property At 1222-1240 Locust Street, Including the Issuance of Urban Tax Increment Revenue Obligations
Suggested Disposition: Receive and File; Adopt Resolution(s)

6. **Development Agreement - Miller Companies, LLC for the Redevelopment of 730 Main Street**
Proof of Publication on notice of public hearing to consider approving a Development Agreement by and between the City of Dubuque, Iowa and Miller Development, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations and City Manager recommending approval
RESOLUTION Approving a Development Agreement by and between the City of Dubuque, Iowa and Miller Companies, LLC for the Redevelopment of the Property at 730 Main Street, Including the Issuance of Urban Tax Increment Revenue Obligations
Suggested Disposition: Receive and File; Adopt Resolution(s)

7. **Consent to Assignment of Development Agreement - and Carmac Management, Inc. to Linseed Lofts, LLC**
Proof of Publication on notice of public hearing to consider approving the Consent to the Assignment of Development Agreement executed by Carmac Management, Inc, and Linseed Lofts, LLC and authorizing the Mayor to execute the Assignment on behalf of the City of Dubuque and City Manager recommending approval
RESOLUTION Approving the Consent to Assignment of the Development Agreement by and between the City of Dubuque, Iowa and Carmac Management, Inc. to Linseed Lofts, LLC
Suggested Disposition: Receive and File; Adopt Resolution(s)

8. **Consent to Assignment of Development Agreement — Outfly Development, LLC to Verena Ct Exchange, LLC**
Proof of Publication on notice of public hearing to consider approving the Consent to the Assignment of Development Agreement by and between the City of Dubuque and Outfly Development, LLC (“Outfly”) to Verena Ct Exchange, LLC and give authorization to the Mayor to execute the Assignment on behalf of the City of Dubuque and City Manager recommending approval
RESOLUTION Approving the Consent to the Assignment and Assumption of a Development Agreement by and between the City of Dubuque, Iowa and Outfly Development, LLC to Verena Ct Exchange, LLC
Suggested Disposition: Receive and File; Adopt Resolution(s)

9. **Grant of Easement - Holy Family Catholic Schools**
Proof of Publication on notice of public hearing to consider approval of a Storm Water Detention Basin and Sports Field Easement across City-owned property in Veterans Memorial Park as part of a proposed Wahlert campus improvements

project and City Manager recommending approval.
RESOLUTION Disposing of City Interest by Grant of Storm Water Detention Basin and Sports Field Easement to Holy Family Catholic Schools, Dubuque, Iowa, Across Part of Lot 2 of the NE 1/4 of the SE 1/4 In Section 15, Township 89 North, Range 2 East and Part of Lot 1 of Mineral Lot 383, all in the City of Dubuque, Iowa
RESOLUTION Granting a Storm Water Detention Basin and Sports Field Easement to Holy Family Catholic Schools, Dubuque, Iowa, Across Part of Lot 2 of the NE 1/4 of the SE 1/4 in Section 15, Township 89 North, Range 2 East and Part of Lot 1 of Mineral Lot 383, all in the City of Dubuque, Iowa
Suggested Disposition: Receive and File; Adopt Resolution(s)

10. **2026 Pavement Marking Project**
Proof of Publication on notice of public hearing to consider approval of the plans, specifications, form of contract and estimated cost amount of $214,000 for the 2026 Pavement Marking Project through the adoption of the attached resolution and City Manager recommending approval
RESOLUTION 2026 Pavement Marking Project - Approval of Plans, Specifications, Form of Contract, and Estimated Cost
Suggested Disposition: Receive and File; Adopt Resolution(s)

11. **2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project Bid Package 4**
Proof of Publication on notice of public hearing to consider approval of the plans, specifications, form of contract and estimated cost of $257,000.00 for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 4 through adoption of the attached resolution and City Manager recommending approval.
RESOLUTION 2026 Public Works Asphalt Overlay Program - Sidewalk Curb Ramp Project - Bid Package 4 - Approval of Plans, Specifications, Form of Contract, and Estimated Cost
Suggested Disposition: Receive and File; Adopt Resolution(s)

12. **Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District Urban Renewal Plan Version 2026.1**
Proof of Publication on notice of public hearing to consider adoption for the Amended and Restated Urban Renewal Plan, Version 2026.1 for Dubuque Industrial Center Economic Development District and City Manager recommending approval
RESOLUTION Approving the Amended and Restated Urban Renewal Plan, Version 2026.1, for the Dubuque Industrial Center Economic Development District
Suggested Disposition: Receive and File; Adopt Resolution(s)

13. **Public Works Concrete Banding and Crack Sealing Project**
Proof of Publication on notice of public hearing to consider approval of the plans, specifications, form of contract and construction estimate of $228,494.00 for the Public Works Concrete Banding and Crack Sealing Project through the adoption of

the attached resolution and City Manager recommending approval.
RESOLUTION Public Works Concrete Banding and Crack Sealing Project — Approval of Plans, Specifications, Form of Contract, And Estimated Cost
Suggested Disposition: Receive and File; Adopt Resolution(s)

14. **Ordinance Amendment - Residential Parking Permit District A**
Proof of Publication on notice of public hearing to consider approval of the amendment of the Residential Parking Permit District (RPPD) for District A along Grace Street and City Manager recommending approval.
ORDINANCE Amending City of Dubuque Code of Ordinances Title 9 Motor Vehicles and Traffic, Chapter 14 Parking, Division 7 Residential Parking Permit Program, Section 9-14-321.733 Residential Parking Permit District A
Suggested Disposition: Receive and File; Motion B; Motion A

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. **East West Corridor Capacity Improvement Project Right of Way Property Acquisition Approve Offer to Buy Agreement 2300 University Avenue (Butt Property)**
City Manager recommending City Council approve the Offer to Buy Real Estate and Acceptance Agreement between the City of Dubuque and Stephen J. Butt Trust and Patricia J. Schroeder Trust for the property located at 2300 University Avenue and authorize the City Manager to execute purchase agreement.
RESOLUTION Approving Offer to Buy Real Estate and Acceptance Agreement between the City of Dubuque and Stephen J. Butt Trust and Patricia J. Schroeder Trust
Suggested Disposition: Receive and File; Adopt Resolution(s)

2. **Big A Auto - Request to Alter the Broadway Street Neighborhood Conservation District Boundary**
City Manager recommending City Council consider the request from Dan Reavis of Big A Auto to remove 2327 Central Avenue (Former Fagans Shoe Repair and Hobby Building) and 2311 Central (Big A Auto Building) from the Broadway Street Conservation District at their May 4, 2026, meeting. This will allow staff time to

compile background information on the request for City Council consideration.
Suggested Disposition: Receive and File; Refer to City Manager, Place on May 4, 2026, Agenda

3. **Federal Emergency Management Agency (FEMA) Building Resilience Infrastructure and Communities (BRIC) grant application for the Bee Branch Creek Watershed Flood Mitigation Project**
City Manager recommending approval to hire engineering consultants, as necessary, to prepare a Benefit-Cost Analysis (BCA), advance the engineering design of the proposed improvements to the 90 percent level, and develop a Federal Emergency Management Agency (FEMA) Building Resilience Infrastructure and Communities (BRIC) grant application for the Bee Branch Creek Flood Mitigation Project, specifically for the 17th Street/West Locust Street and Kaufmann Avenue storm sewer improvements, including the $440,000 to complete the application.
Suggested Disposition: Receive and File; Approve

4. **Acceptance Heeb Street Reconstruction Project**
City Manager recommending acceptance of the Public Improvements and authorize the payment of the final contract amount of $601,779.84 to Pirc-Tobin Construction, Inc. for the Heeb Street Reconstruction Project.
RESOLUTION Accepting the Heeb Street Reconstruction Project and Authorizing Final Payment to the Contractor
RESOLUTION Adopting the Final Schedule of Assessment for the Heeb Street Reconstruction Project
Suggested Disposition:

5. **Funding Recommendation - Sustainable Dubuque Community Grant Program**
City Manager recommending City Council approval of the recommendations of the Resilient Community Advisory Commission regarding Round 33 funding of the Sustainable Dubuque Community Grant program.
RESOLUTION Awarding Sustainable Dubuque Grant to Arboretum and Botanical Gardens
RESOLUTION Awarding Sustainable Dubuque Grant to Church of the Resurrection
RESOLUTION Awarding Sustainable Dubuque Grant to Dubuque Community School District
RESOLUTION Awarding Sustainable Dubuque Grant to Dubuque Rendezvous
RESOLUTION Awarding Sustainable Dubuque Grant to Hills and Dales
RESOLUTION Awarding Sustainable Dubuque Grant to Liberty Recovery
RESOLUTION Awarding Sustainable Dubuque Grant to Revolution Farms LLC
Suggested Disposition: Receive and File; Adopt Resolution(s)

6. **Development Agreement Linseed Lofts, LLC Second Amendment**
City Manager recommending approval of the Second Amendment to Development Agreement between the City of Dubuque and Linseed Lofts, LLC.
RESOLUTION Approving the Second Amendment to Development Agreement

between the City of Dubuque, Iowa and Linseed Lofts, LLC
Suggested Disposition: Receive and File; Adopt Resolution(s)

7. **Ordinance Amendment - Division of Revenue in the Dubuque Industrial Center Economic Development District Urban Renewal Area**
   City Manager recommending City Council approval of Version 2026.1 of the Amended and Restated Urban Renewal Plan, and is also recommending that the City Council approve the ordinance attached hereto for the Dubuque Industrial Center Economic Development District.
   ORDINANCE Correcting and Amending Ordinance No. 46-25, 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 Y to the Division of Revenues
   Suggested Disposition: Receive and File; Motion B; Motion A

8. **Fiscal Year 2027 City Council Budget Questions**
   Chief Finance Officer Jennifer Larson Submitting Budget Follow-up Information with more documents to be added.
   Suggested Disposition: Receive and File

9. **VIDEO: Tour of Dubuque County 911 Emergency Communications Center**
   Communication Staff will show a video of a tour of Dubuque County 911 Emergency Communications Center. The video can also be viewed on the CIty's YouTube channel at https://youtu.be/Ruv1TPHh-RI?si=-dxRLFeX9h42uE9z
   Suggested Disposition: Receive and File; Video

COUNCIL MEMBER REPORTS

CLOSED SESSION

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

ADJOURNMENT

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

This notice is given pursuant to Chapter 21, Code of Iowa, and applicable local

regulations of the City of Dubuque, Iowa and/or governmental body holding the meeting.

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

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

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April 20, 2026

City of Dubuque
City Council

WORK SESSION #

ITEM TITLE: 5:15 PM - Economic Mobility Progress Update

SUMMARY: Community Impact and Neighborhood Support Director Antonio Mouzon will provide an Economic Mobility Progress Update

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. MVM Memo Work Session for Updates on Economic Mobility Progress
2. Staff Memo Work Session Community Impact & Economic Mobility
3. Community Impact City Council Work Session 4.20.26

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Work Session for Updates on Economic Mobility Progress

DATE: April 16, 2026

Community Impact & Neighborhood Support Director Antonio Mouzon is providing information for the April 20, 2026, 5:15 p.m. Work Session for Updates on Economic Mobility Progress.

Michael C. Van Milligen

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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007·2012 2013·2017

TO: Michael C. Van Milligen, City Manager

FROM: Antonio J. Mouzon, Community Impact & Neighborhood Support Director

SUBJECT: Work Session for Updates on Economic Mobility Progress

DATE: April 2, 2026

INTRODUCTION

The purpose of this memorandum is to provide updates regarding Economic Mobility through the Office of Community Impact and Neighborhood Support. This session will be held 5:15 p.m. to 6:00 p.m, April 20, 2026.

BACKGROUND

The Office of Community Impact and Neighborhood Support was established to foster a thriving Dubuque community by advancing system-level strategies and direct community engagement. Since its inception, the department has expanded to include the functions of the former Economic Mobility Department, strengthening its capacity to address community needs holistically. The office now oversees key initiatives including Economic Mobility, the Multicultural Family Center, AmeriCorps programs, volunteerism and community service infrastructure, neighborhood support efforts, and equitable fine and fee prevention services. This integrated approach enhances collaboration, leverages resources, and improves the City's ability to support residents in achieving stability and access to opportunity.

DISCUSSION

This session will highlight key initiatives focused on advancing upward mobility through a comprehensive, systems-level approach. The discussion will emphasize cross-sector collaboration efforts that align City services with community partners to maximize impact and reduce duplication. It will also outline engagement frameworks designed to strengthen relationships with residents, elevate community voice, and ensure programs are responsive to evolving needs. Additionally, the session will explore strategies that address barriers to stability and opportunities such as access to resources, social connectedness, and service navigation, while reinforcing pathways for long-term success. Collectively, these efforts are intended to support the development of a more connected, resilient, and vibrant community.



Economic/Upward Mobility

Office of Community Impact and Neighborhood Support

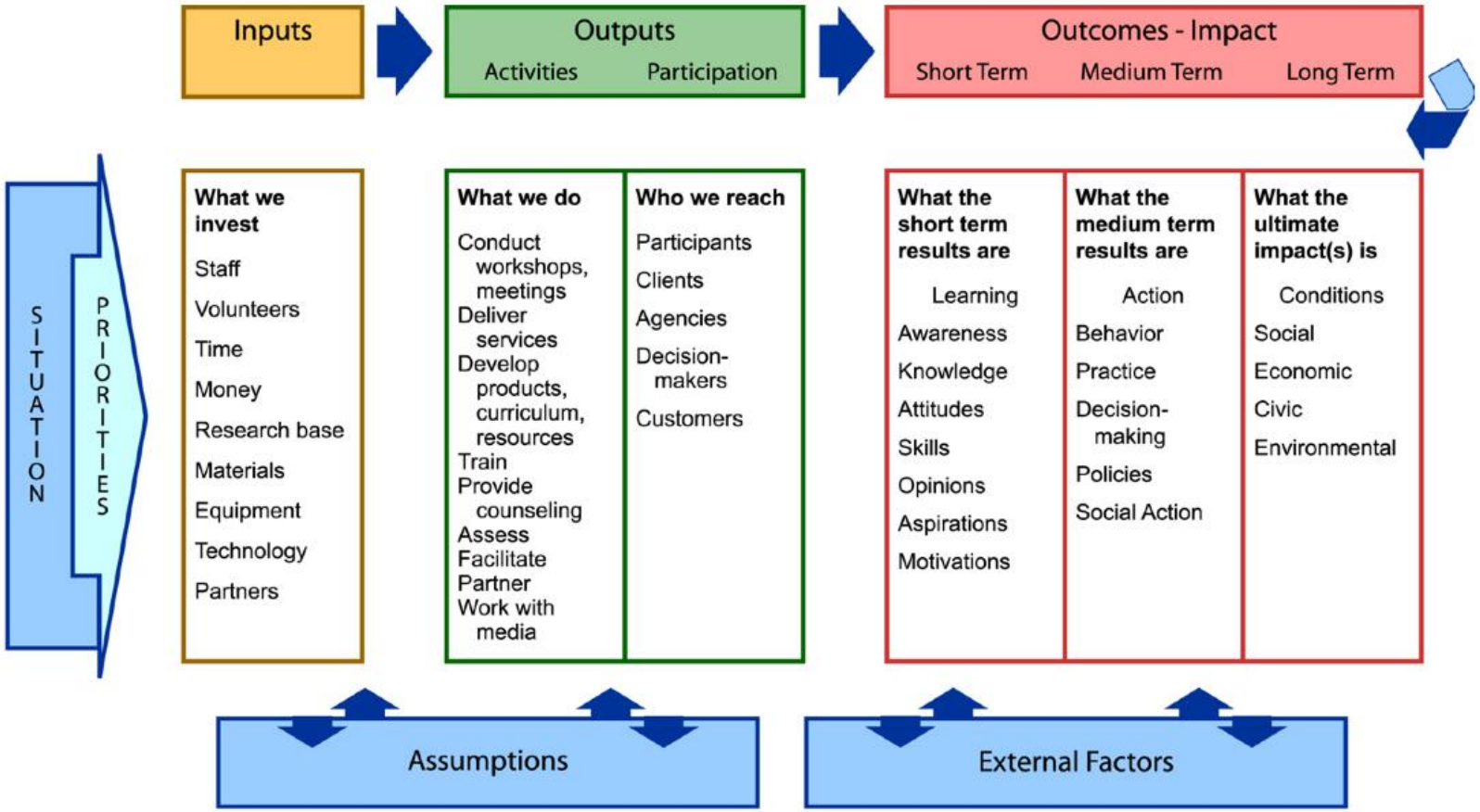
Office of Community Impact & Neighborhood Support Mission

To build a thriving, connected, and empowered community by aligning systems, removing barriers, and activating residents through engagement, service, and neighborhood-based initiatives that promote dignity and belonging, economic success, and power and autonomy for all residents in our community.

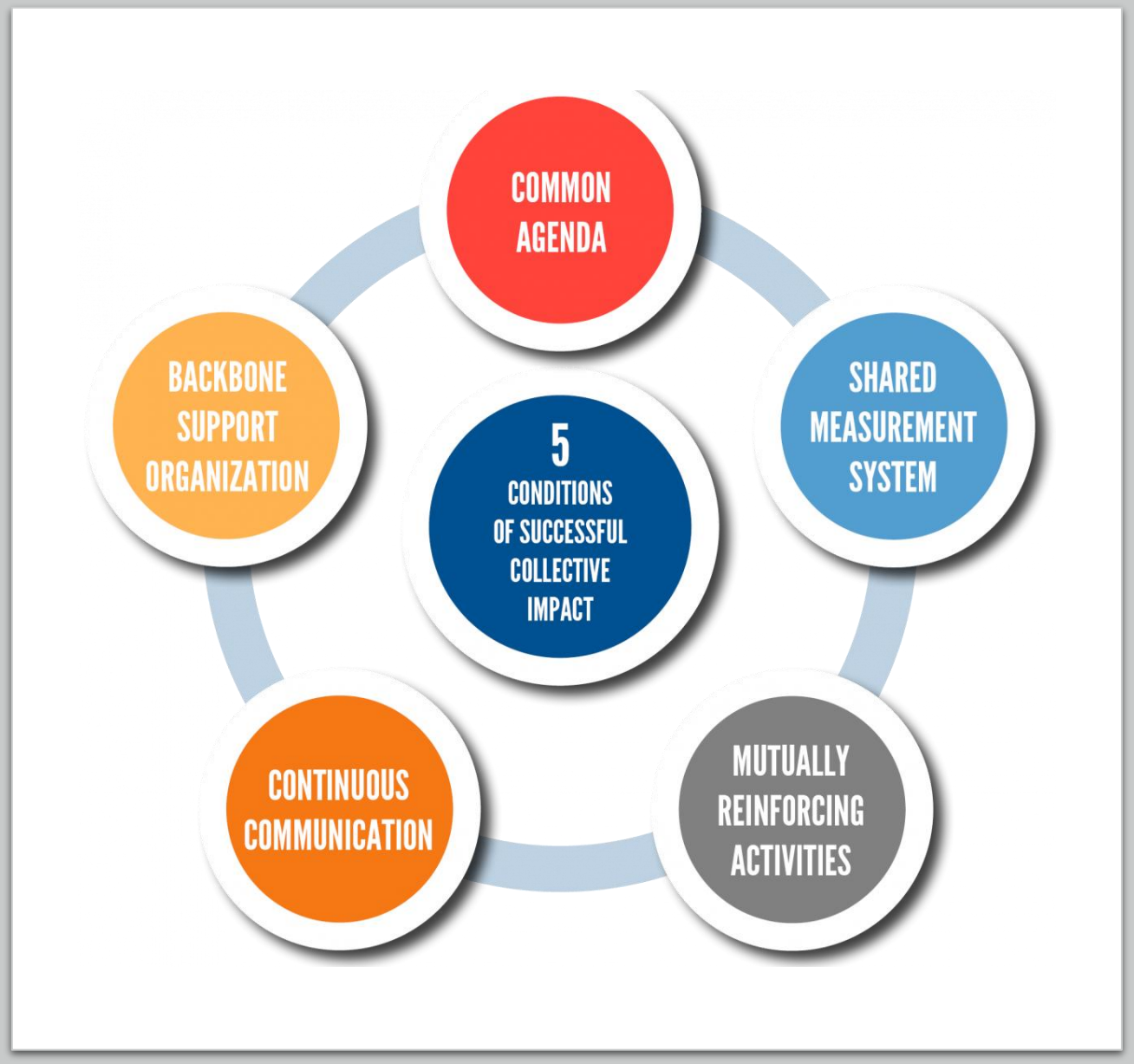
"We align systems, remove barriers, and activate residents so everyone in our community has the opportunity to thrive."



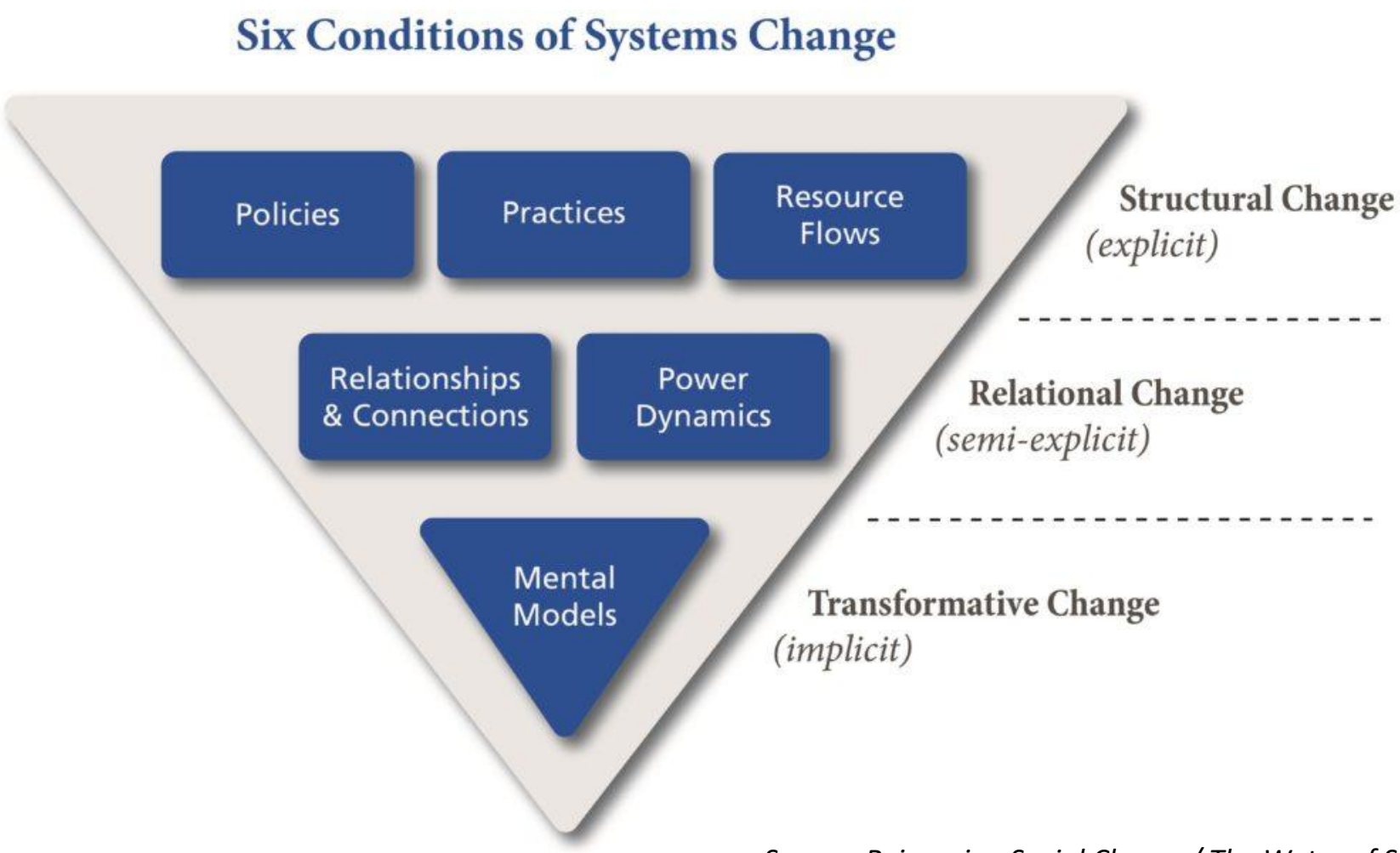
Theory of Change Logic Model



Theory of Change: Collective Impact Model

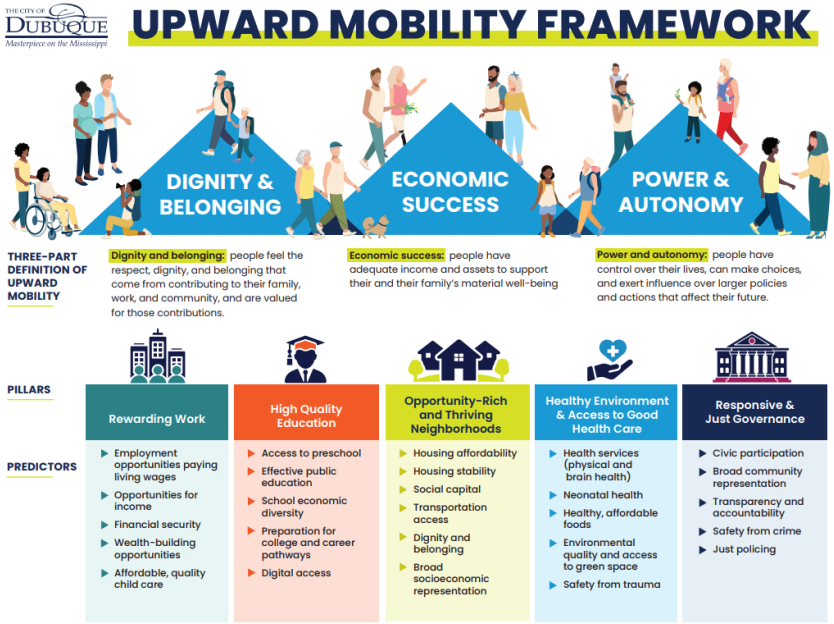


Systems Change Model



Source: Reimaging Social Change/ The Water of System Change





Guiding Frameworks

- Eight determinants of poverty
- Urban Institute Upward Mobility Framework
- Understanding the deficits and adding a Strength-Based Thriving Lens

THE CITY OF DUBUQUE
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UPWARD MOBILITY FRAMEWORK



THREE-PART DEFINITION OF UPWARD MOBILITY

Dignity and belonging: people feel the respect, dignity, and belonging that come from contributing to their family, work, and community, and are valued for those contributions.

Economic success: people have adequate income and assets to support their and their family's material well-being

Power and autonomy: people have control over their lives, can make choices, and exert influence over larger policies and actions that affect their future.

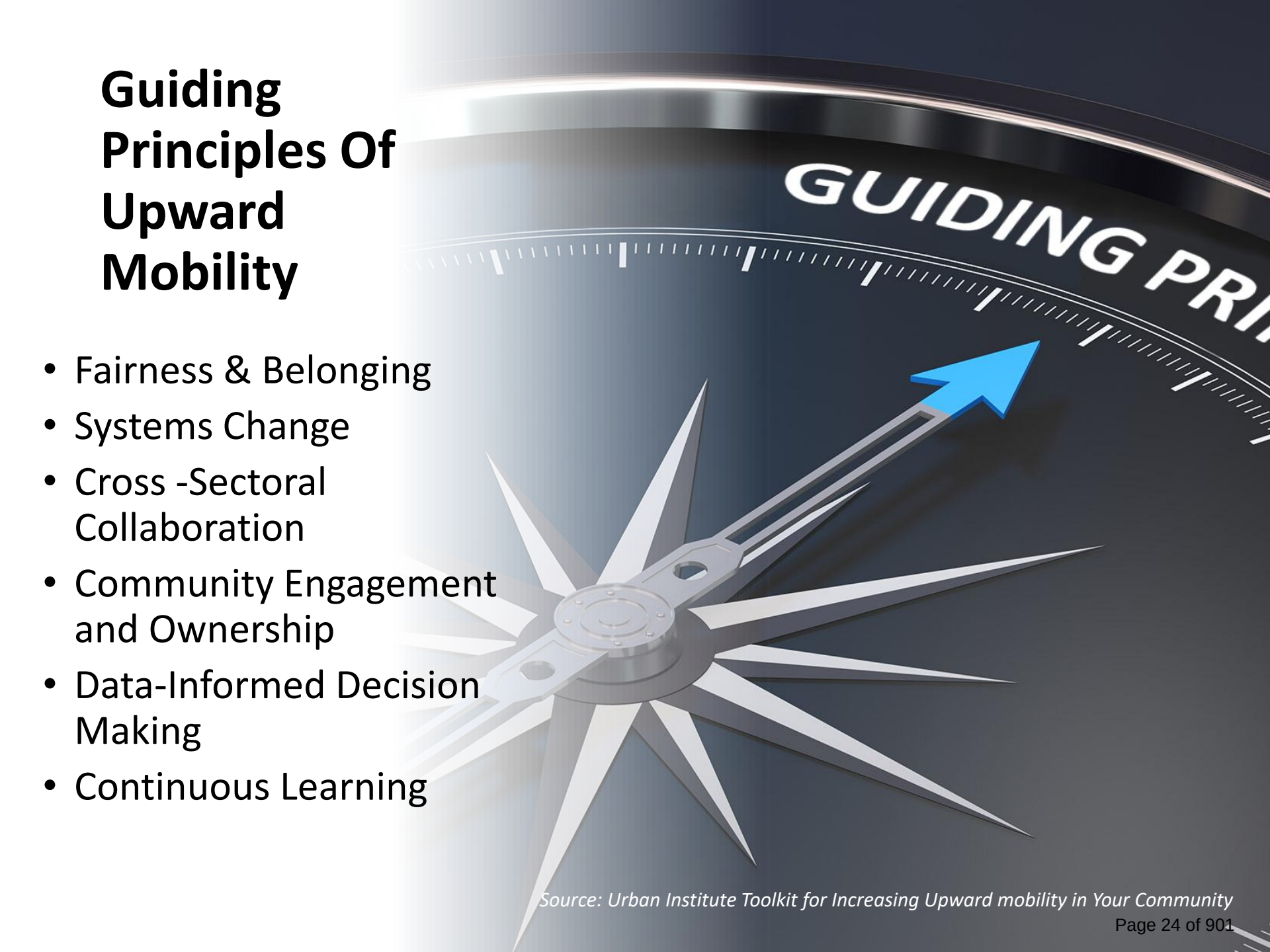
PILLARS

PREDICTORS

Rewarding Work	High Quality Education	Opportunity-Rich and Thriving Neighborhoods	Healthy Environment & Access to Good Health Care	Responsive & Just Governance
▶ Employment opportunities paying living wages	▶ Access to preschool	▶ Housing affordability	▶ Health services (physical and brain health)	▶ Civic participation
▶ Opportunities for income	▶ Effective public education	▶ Housing stability	▶ Neonatal health	▶ Broad community representation
▶ Financial security	▶ School economic diversity	▶ Social capital	▶ Healthy, affordable foods	▶ Transparency and accountability
▶ Wealth-building opportunities	▶ Preparation for college and career pathways	▶ Transportation access	▶ Environmental quality and access to green space	▶ Safety from crime
▶ Affordable, quality child care	▶ Digital access	▶ Dignity and belonging	▶ Safety from trauma	▶ Just policing
		▶ Broad socioeconomic representation		

Guiding Principles Of Upward Mobility

- Fairness & Belonging
- Systems Change
- Cross -Sectoral Collaboration
- Community Engagement and Ownership
- Data-Informed Decision Making
- Continuous Learning



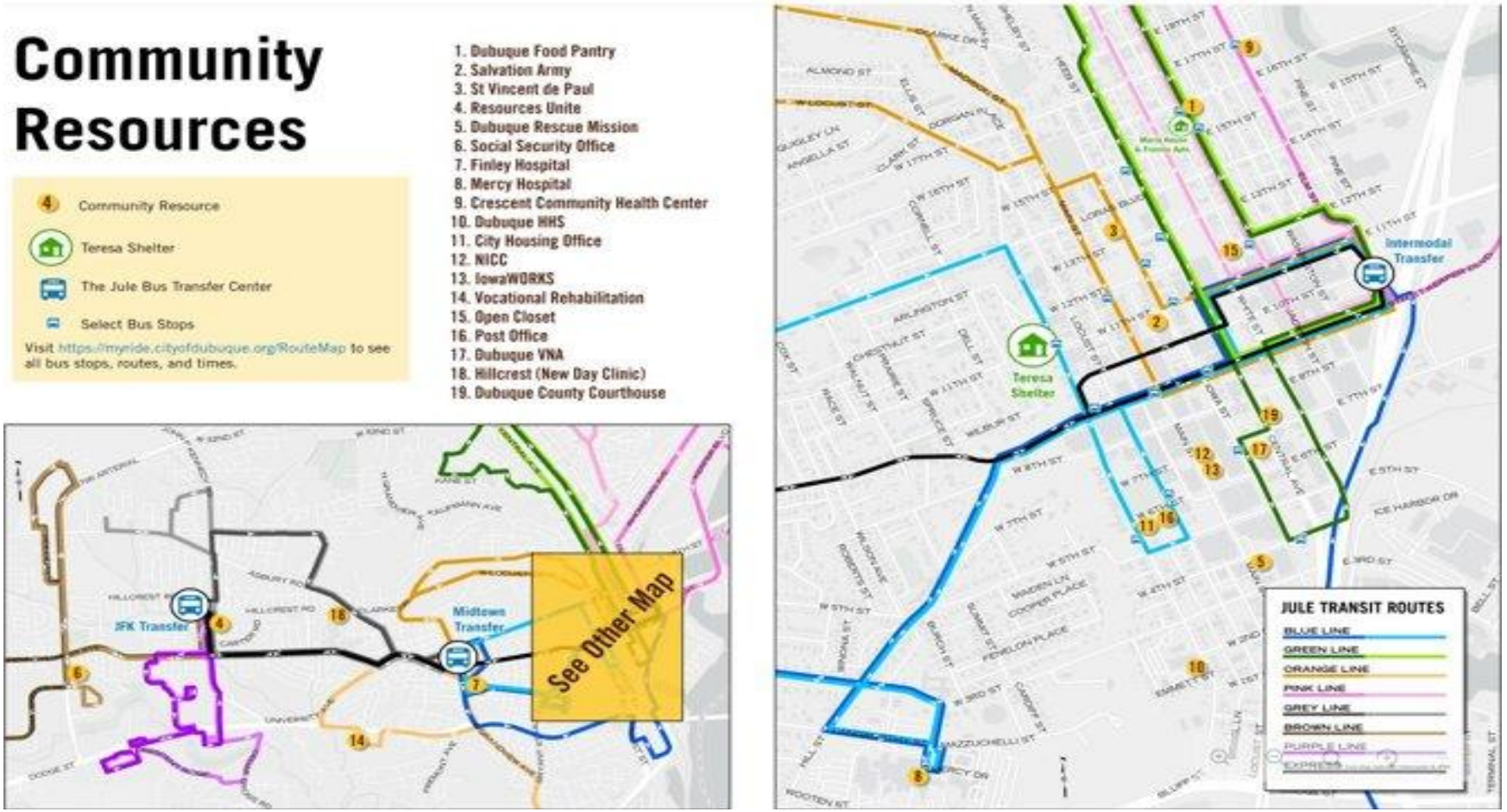
Source: Urban Institute Toolkit for Increasing Upward mobility in Your Community

Collective Impact Approach

- Community co-design and co-ownership
- Cross-sector collaboration – internal and external
- Improved structures for action and data-driven learning
- Systems-level change/new mental models



"This is absolutely wonderful! Thank you all so much for your work on this. It will be such a great resource for our residents to use! We appreciate your help!" - Opening Doors Program Director



Amplifying Community Engagement

IAP2 Spectrum of Public Participation

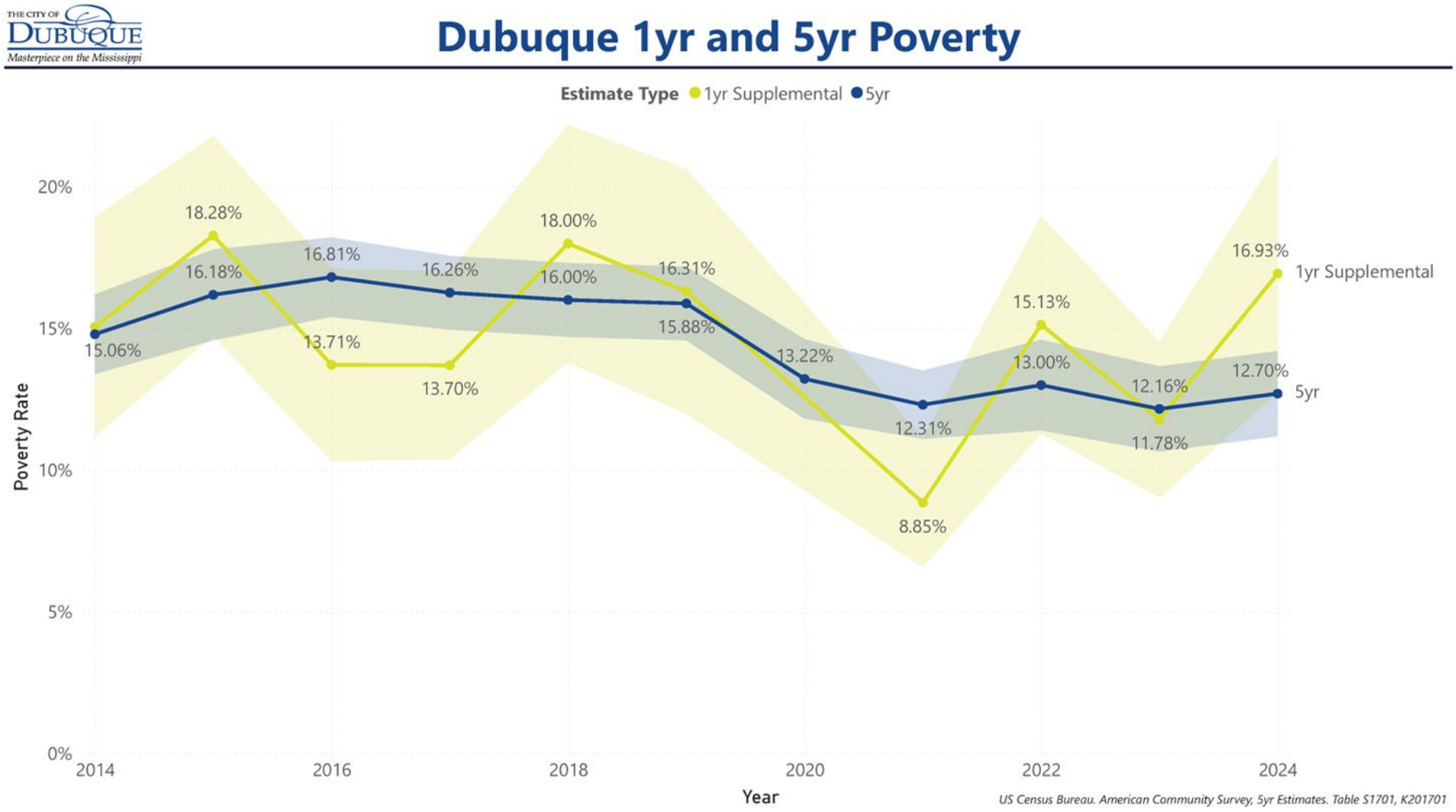
IAP2's Spectrum of Public Participation was designed to assist with the selection of the level of participation that defines the public's role in any public participation process. The Spectrum is used internationally, and it is found in public participation plans around the world.

INCREASING IMPACT ON THE DECISION

	INFORM	CONSULT	INVOLVE	COLLABORATE	EMPOWER
PUBLIC PARTICIPATION GOAL	To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions.	To obtain public feedback on analysis, alternatives and/or decisions.	To work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered.	To partner with the public in each aspect of the decision including the development of alternatives and the identification of the preferred solution.	To place final decision making in the hands of the public.
PROMISE TO THE PUBLIC	We will keep you informed.	We will keep you informed, listen to and acknowledge concerns and aspirations, and provide feedback on how public input influenced the decision.	We will work with you to ensure that your concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision.	We will look to you for advice and innovation in formulating solutions and incorporate your advice and recommendations into the decisions to the maximum extent possible.	We will implement what you decide.

© IAP2 International Federation 2018. All rights reserved. 20181112_v1

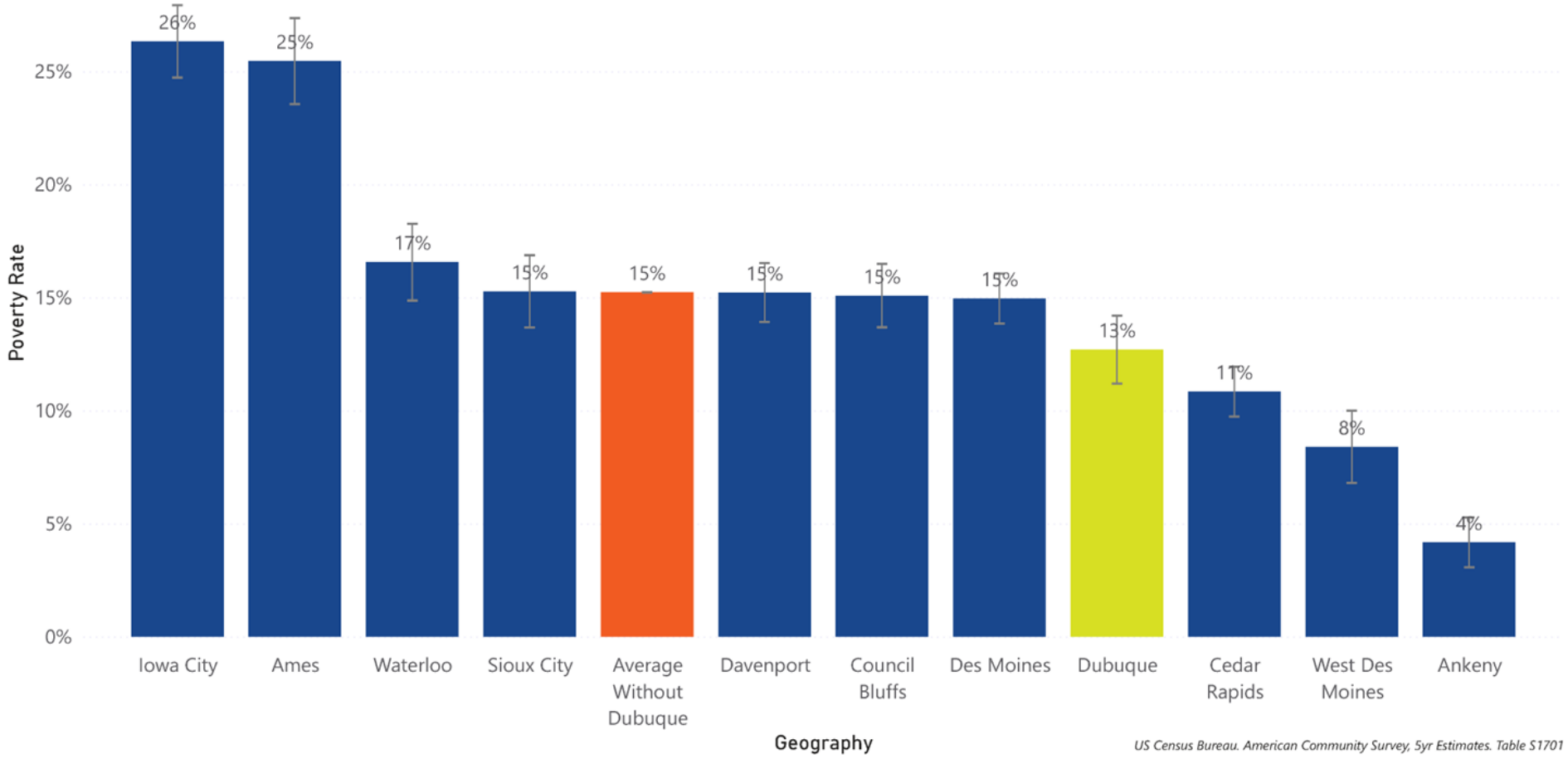
Measuring Poverty in Dubuque, cont.



Measuring Poverty in Dubuque, cont.

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2024 Poverty Rate by City



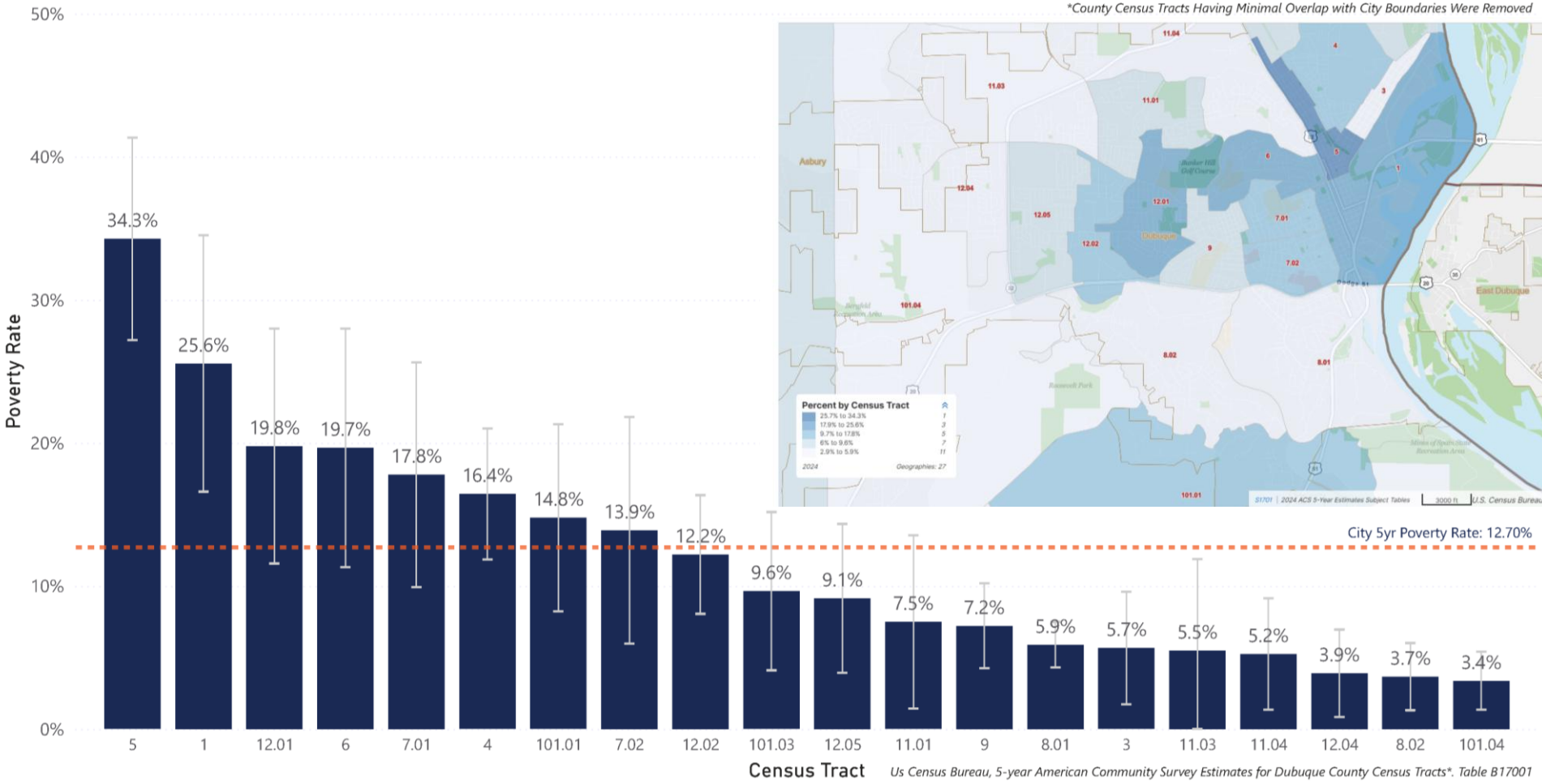
US Census Bureau. American Community Survey, 5yr Estimates. Table S1701

Measuring Poverty in Dubuque, cont.

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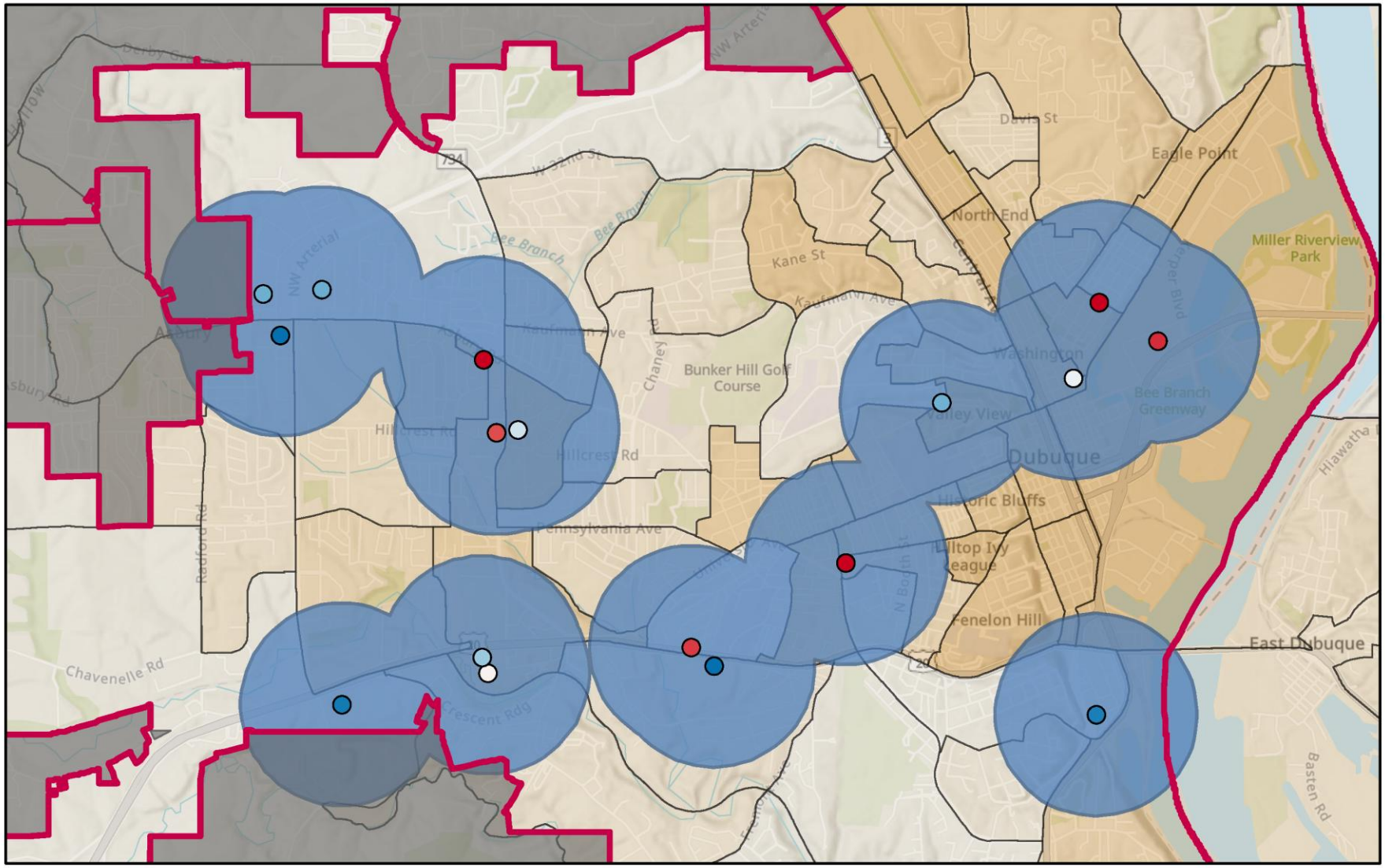
2024 Poverty Rate by Census Tract

*County Census Tracts Having Minimal Overlap with City Boundaries Were Removed



Us Census Bureau, 5-year American Community Survey Estimates for Dubuque County Census Tracts*. Table B17001

2025 Grocery Store Map



4/20/2026

City Limits

Dubuque County

Static_GIS_Import - Price, All Stores

84.81477

34.04583

Census_2020_Pop_All_Stores_Half_Mile

Low to Moderate Income Population by Block Group

1

0

World_Hillshade

1:58,366

0 0.35 0.7 1.4 mi

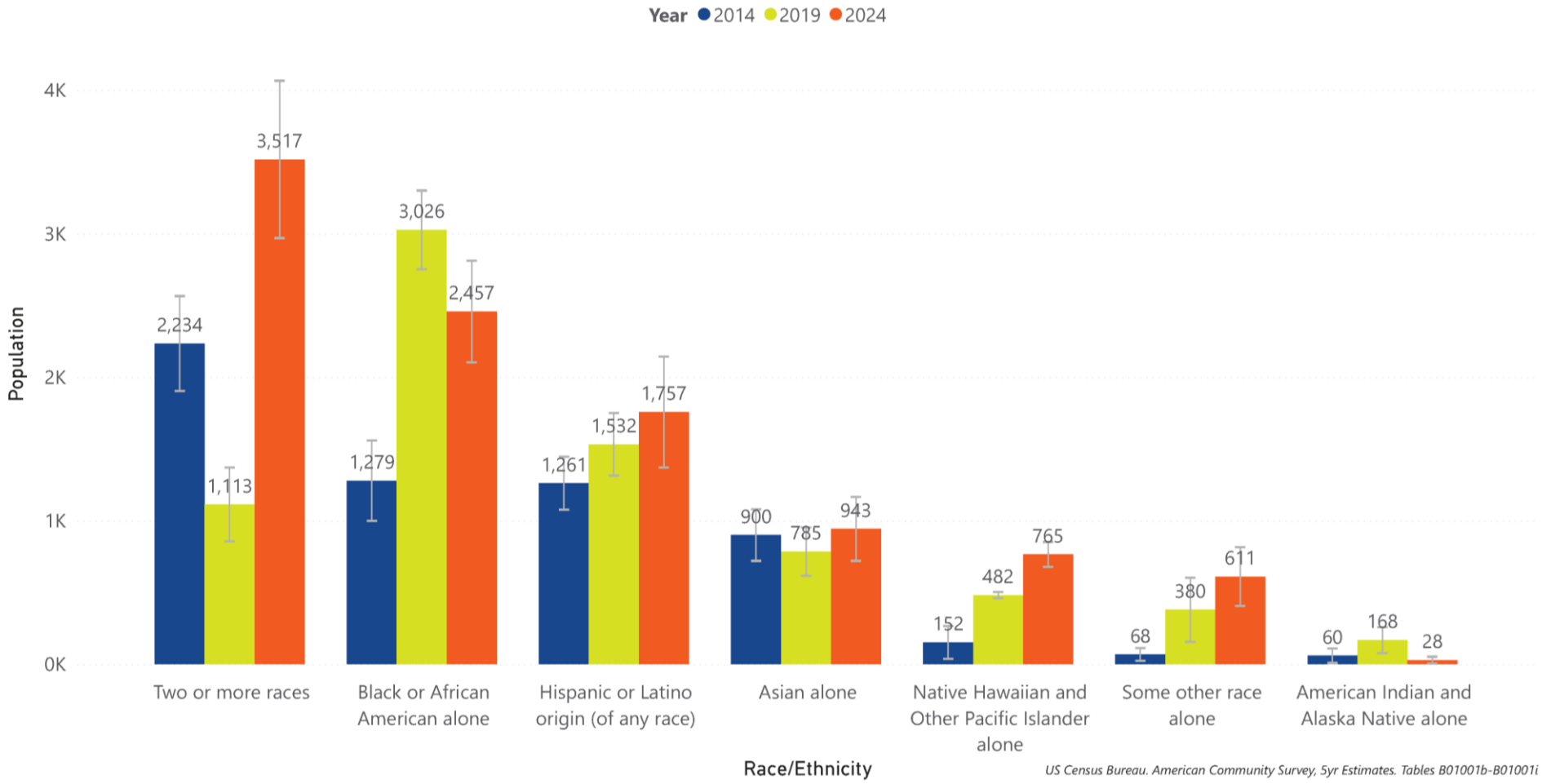
0 0.5 1 2 km

U.S. Department of Housing and Urban Development, U.S. Census Bureau, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap

Measuring Poverty in Dubuque, cont.

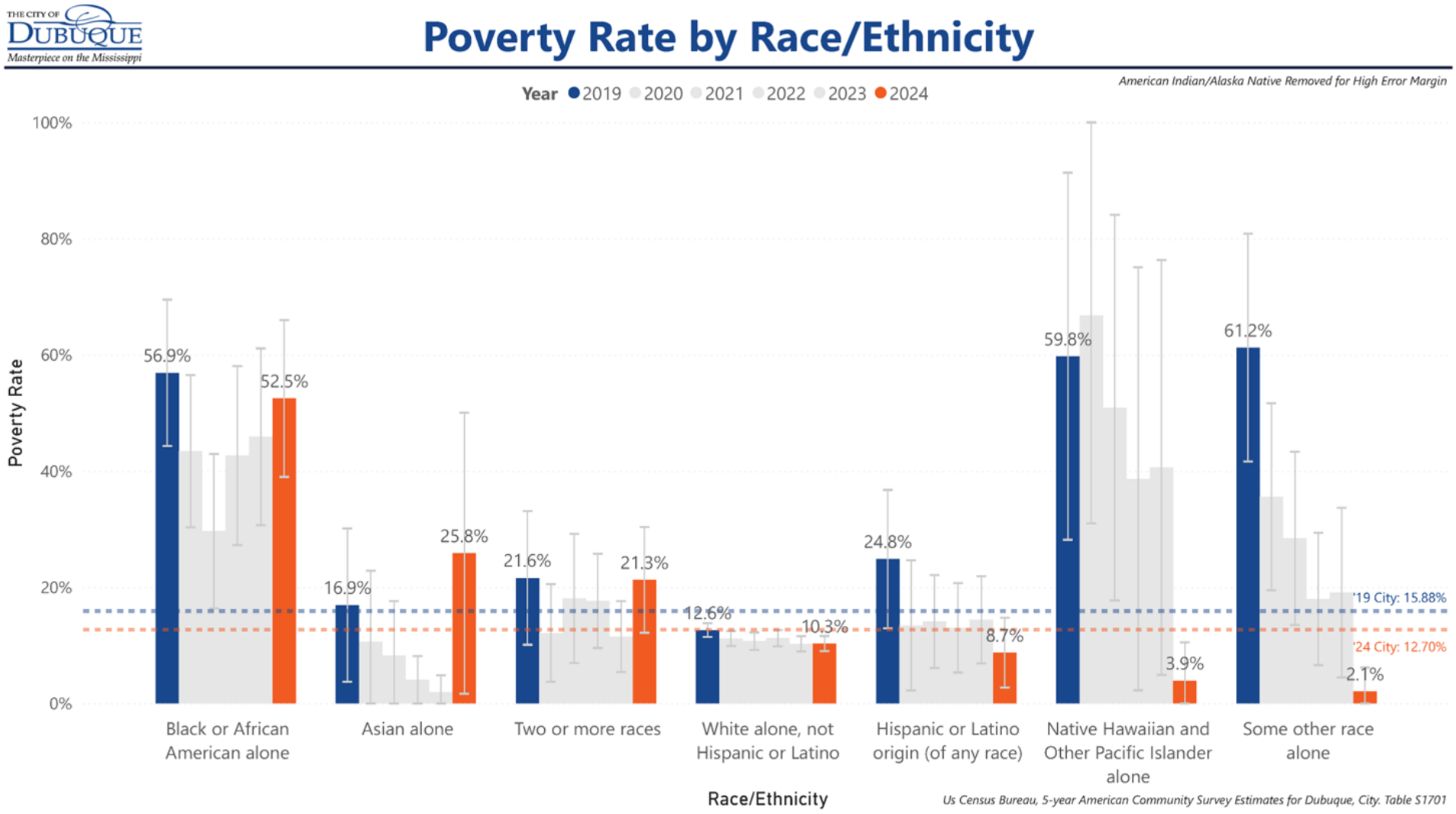
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Population by Minority Race/Ethnicity



US Census Bureau. American Community Survey, 5yr Estimates. Tables B01001b-B01001i

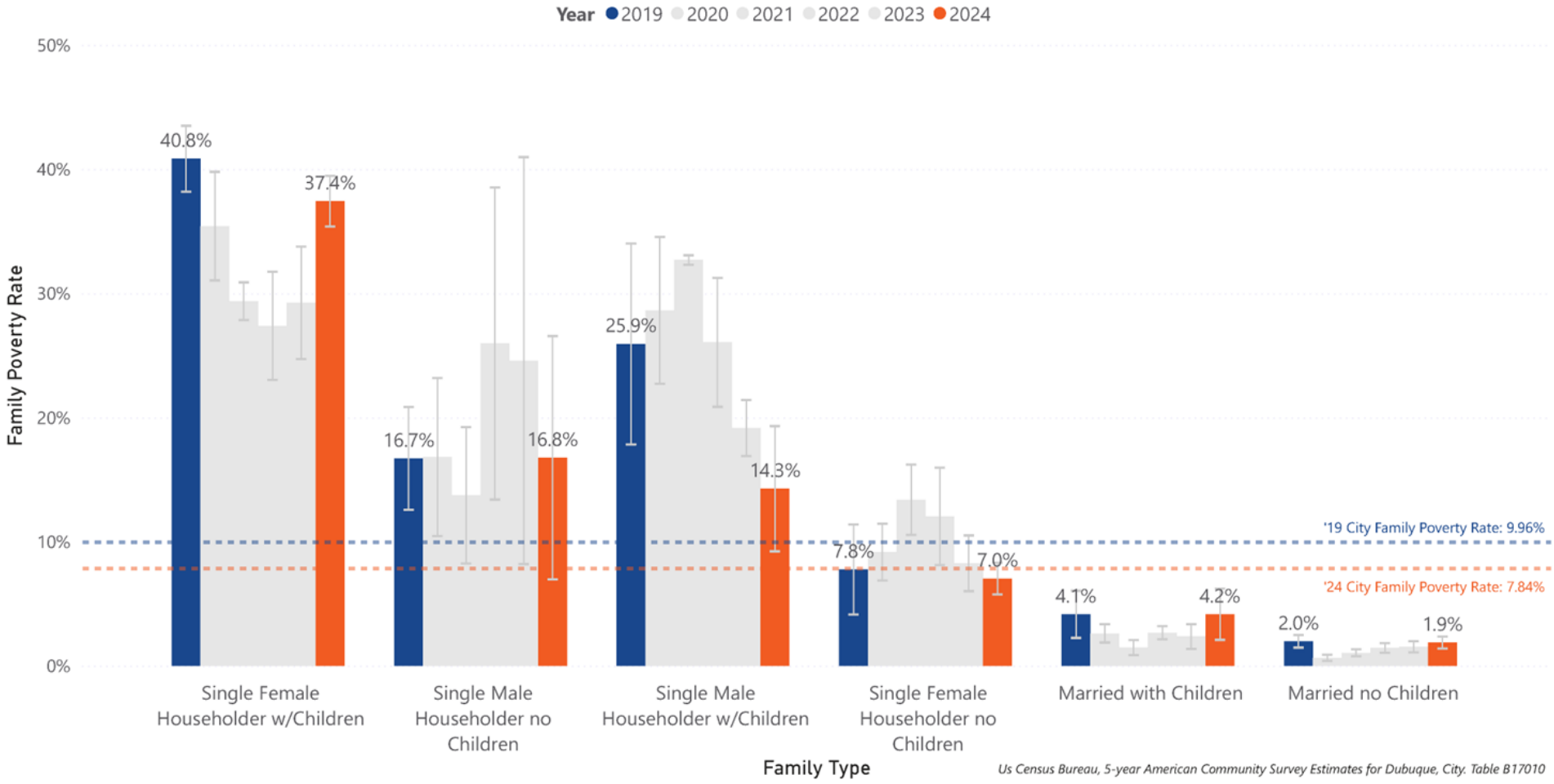
Measuring Poverty in Dubuque, cont.



Measuring Poverty in Dubuque, cont.

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Family Poverty Rate by Family Type



Us Census Bureau, 5-year American Community Survey Estimates for Dubuque, City. Table B17010

Process Overview

Phase 1:

- Understand Data Related To Poverty & Economic Mobility
- Review/Assess Current Equitable Poverty Prevention Plan
- Community Resource Ecosystem Mapping (Internally & Externally)
- Socialize Collective Impact Approach
- Designing Community Engagement Co Design Process & Strategy

Phase 2:

- Community Outreach – Who Is Most Impacted By Problem
- Community Co-design Spaces
- Identify Priority Areas

Phase 3:

- Facilitate Thriving Community Task Force (Where Are You Within The Framework)
- Draft Shared Roadmap (Everyone Owns Responsibility Partners And Community Members)
- Validate Priorities And Metrics

Phase 4:

- Co-implementation





Common Themes From Community Partners

- Lots of resources and programs, but:
- Limited visibility between organizations
- Silos – between city departments and between organizations
- Duplication in some areas and gaps in others
- Consensus on need for greater coordination and collaboration
- Not all voices are represented

Role of the City

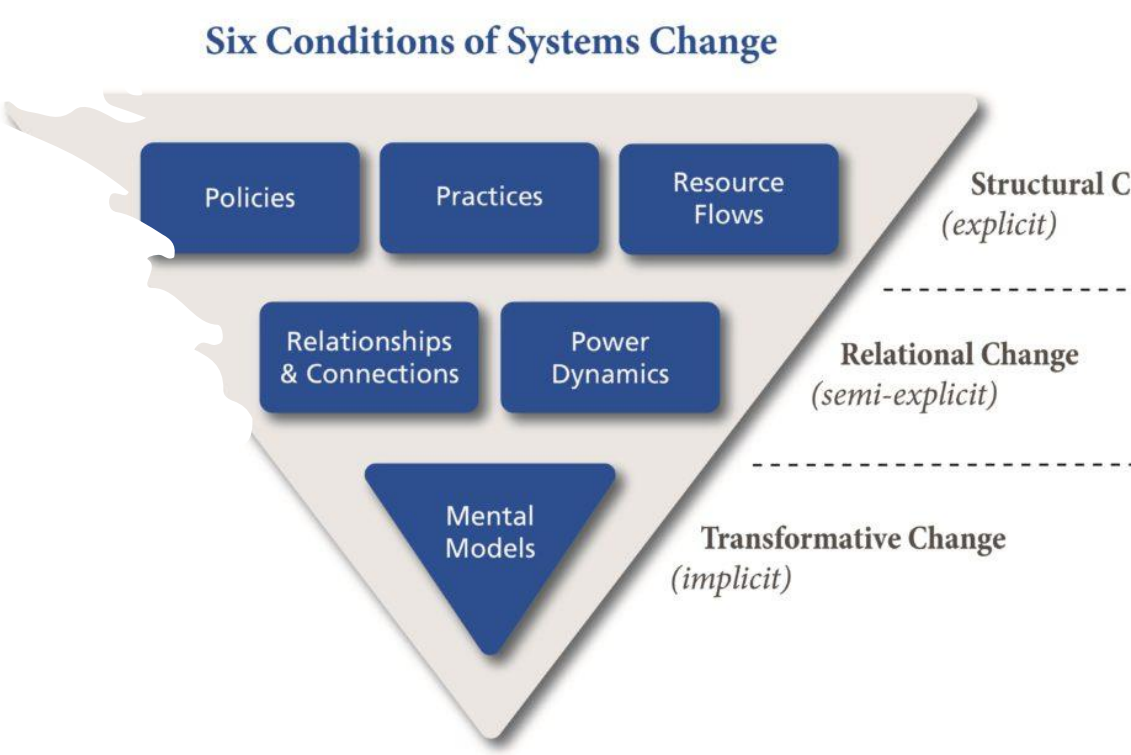
- Office Of Community Impact And Neighborhood Support As “Backbone”
- Convener
- Connector
- Catalyst
- Exemplifying SPIRIT

THE CITY OF DUBUQUE

Masterpiece on the Mississippi

WHAT DOES SUCCESS LOOK LIKE: SYSTEMS CHANGE

- **System Change**
  - Institutionalization of collective impact approach
- **Exec Summary of Initiative**
- **Community Roadmap**
  - Community members have ownership and belonging
  - Partners have clearer alignment & shared metrics
  - Collaborative architecture (Playbook)
- **Empowered Residents**
  - Greater representation of resident voice and agency
  - Stronger social capital and streamlined upward mobility ecosystem
  - Easier resident access to services
- **Community Investments & Resource Assessment**





DELIVERABLES

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April 20, 2026

City of Dubuque
City Council

WORK SESSION #

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

SUMMARY: President and CEO Jason White will present a quarterly update on Greater Dubuque Development Corporation.

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. City Work Session PowerPoint
2. Opportunity Dubuque FY 26 Mid Year Report Updated

Greater Dubuque
DEVELOPMENT CORP.

City of Dubuque Work Session

April 20, 2026 at 6:00 p.m.

YOU can be great here.

Greater Dubuque
DEVELOPMENT CORP.

Greater Dubuque Development: Delivering on Our Strategic Plan

Jason White
President & CEO

YOU can be great here.

Greater Dubuque DEVELOPMENT CORP.

Greater Dubuque Strategic Plan

Approved By:
Board of Directors
March 25, 2025



Organizational Update

Business Support

- **Existing Business**
  - Manufacturer – Exploring relocation to Dyersville
  - Flex Space Developer – Exploring expansion to DICW
  - Manufacturer – Exploring 150,000 sq. ft. building on 15-20 acres

- **National Marketing**
  - Project Bolt: High Tech/Automated Distribution
  - Data Centers
  - Digital Training Center
  - Pursing Site Certification



Organizational Update

Population Growth

- **Workforce Response**
  - **Standard Forwarding Closure:** Connected 5 local employers with displaced workers (*Employers: John Deere, Tucker Freight, Hirschbach, McCoy and Simon's Trucking*)
  - **Whirlpool Layoff:** March 9 hiring event by Iowa*Works* in Cedar Rapids to connect with more than 300 workers impacted by recent layoffs





Organizational Update

Population Growth

- **Workforce Retention & Attraction**
  - **Spring Career Fairs:** Connecting students across area college campuses to employers and internships in Greater Dubuque region
  - **Distinctively Dubuque:** January and March sessions completed, successfully connecting 60 newcomers to the community and each other



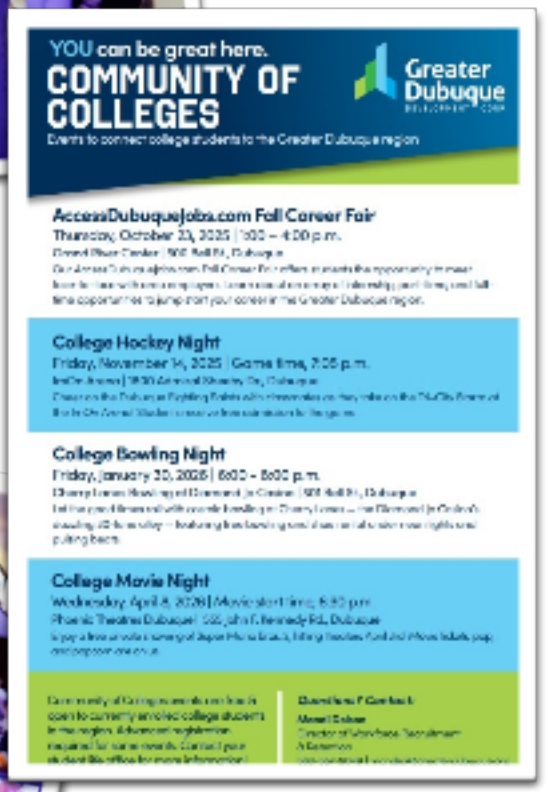


Organizational Update

Population Growth

- **Workforce Retention & Attraction**
  - **YOU can be great here 2025-2026 Community of College Series:** 700+ total student and job seeker engagements (568 students, 129 job seekers)
  - **Talent Dubuque - An Intern Engagement Program:** Announcement of events coming in April







Organizational Update

Population Growth

- **Workforce Retention & Attraction**
  - **RTA/Enterprise Vanpool Pilot Program**
  - **International Student Retention Efforts:** Better Together Committee and international student welcome events with CFGD; Introducing employers to CPT and OPT programs to hire international students for internships and full-time positions





Organizational Update

Population Growth



- **Community Sports Complex Exploration**
  - Meetings Held:
    - November 18, 2025
    - March 5, 2026

Regional Collaboration



- **Tri-State Economic Development Practitioners Meeting**
  - April 16, 2026 meeting at East Central Intergovernmental Association

Workforce Landscape

Nic Hockenberry
Director of Workforce Programming

YOU can be great here.

Greater Dubuque DEVELOPMENT CORP.

Opportunity Dubuque



NORTHEAST IOWA
COMMUNITY COLLEGE

Opportunity Dubuque

FY 25-26 (as of January 31, 2026)



Enrollees = **114**



Dubuque*Works* Funded = **25**



Completions = **37**



In Training = **68**

All-Time (as of January 31, 2026)



Enrollees = **4,793**



Employment/Cont. Ed. = **92%**



Completions = **4,167**



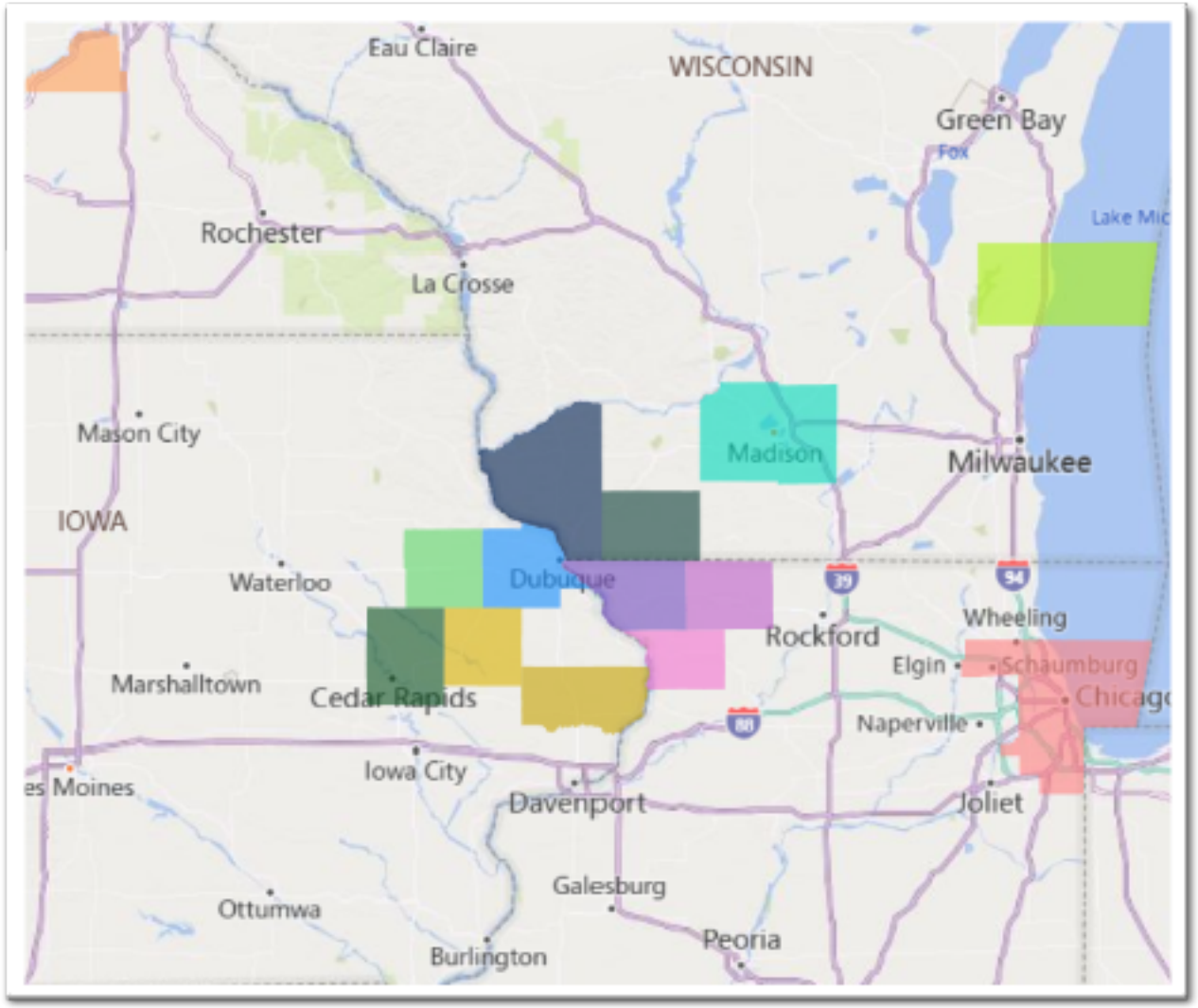
Dubuque*Works* Funded = **404**



In Training = **68**

Opportunity Dubuque

All-Time Regional Reach



Q&A

Jason White
President & CEO

&

Nic Hockenberry
Director of Workforce Programming

YOU can be great here.

Greater Dubuque DEVELOPMENT CORP.

Thank You

Greater Dubuque
DEVELOPMENT CORP.

access dubuque jobs.com

#youcanbegreathere

Greater Dubuque
DEVELOPMENT CORP.

Opportunity Dubuque || Fiscal Year 2026 Mid Year Report

Greater Dubuque DEVELOPMENT CORP.

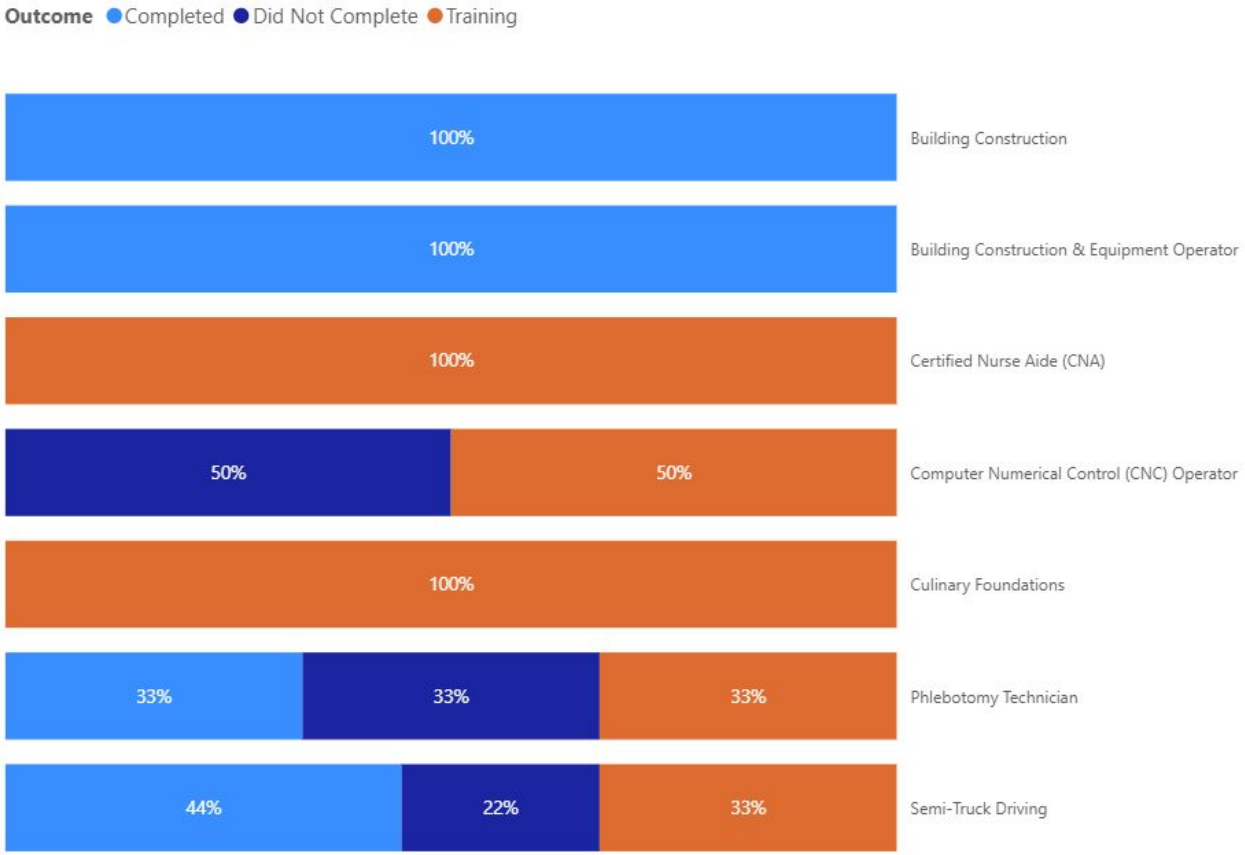
NORTHEAST IOWA COMMUNITY COLLEGE

Greater Dubuque Development Funded||FY 26

Outcome Programs	Completed Learners	%	Did Not Complete Learners	%	Training Learners	%	**Total Learners**	%
Semi-Truck Driving	4	16%	2	8%	3	12%	**9**	**36%**
Building Construction &/or Equipment Operator	7	28%					**7**	**28%**
Phlebotomy Technician	1	4%	1	4%	1	4%	**3**	**12%**
Certified Nurse Aide (CNA)					2	8%	**2**	**8%**
Computer Numerical Control (CNC) Operator			1	4%	1	4%	**2**	**8%**
Culinary Foundations					2	8%	**2**	**8%**
Total	**12**	**48%**	**4**	**16%**	**9**	**36%**	**25**	**100%**

Greater Dubuque Development

Status FY 26



Ethnicity & Race	1) Male	2) Female	3) Unknown	Total
1) Hispanic	3	1		4
3) Asian				
4) Black	4	4		8
5) Pacific Islander	1	1		2
6) White	7			7
7) Multiple		1		1
8) Unknown	2		1	3
Total	**17**	**7**	**1**	**25**

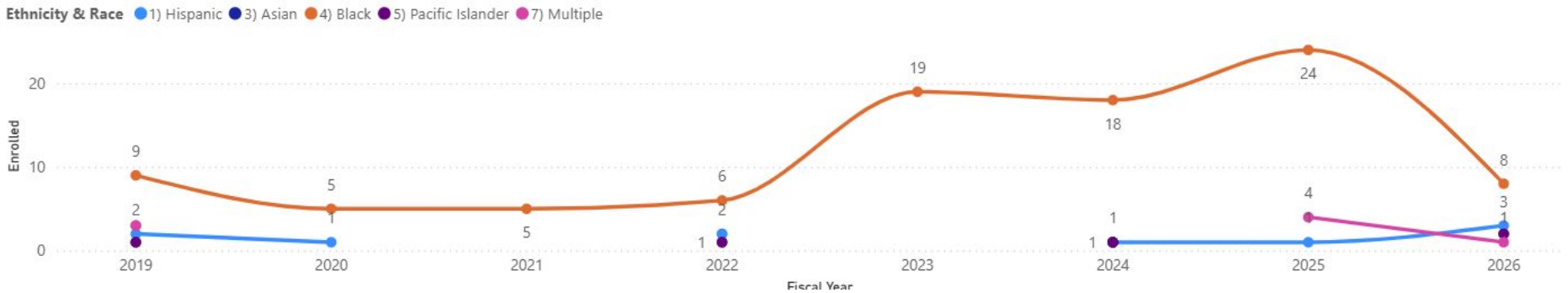
25	25
Learners	Student Courses
12	**48 %**
Completed	Compl %

This page highlights FY learners funded by GDDC Development funds (eg, Completed, Did Not Complete, and Training) by program period.

Greater Dubuque Development ||
All Time Enrollment

Programs	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	**Total**
Building Construction &/or Equipment Operator					1			2	2	5	10	8	8	7	**43**
Certified Nurse Aide (CNA)						1	1			2	5	6	11	2	**27**
Certified Production Technician (CPT)		12	15	13	15										**55**
Child Care									2	2	11				**15**
Commercial Driver's License (CDL)			7	3	7	5	2		3						**27**
Computer Numerical Control (CNC) Operator	12	6	6	8	6	4	6	4		2			2	2	**58**
Construction Equipment Operator				9	1	3	3				1	2			**19**
Culinary Foundations						2	1		1	1		4	9	2	**20**
Customer Service							3				2	2			**7**
Emergency Medical Technician (EMT)					1		4								**5**
Industrial Sewing				3	1		2								**6**
Information Technology		3													**3**
Intro to Automotive Mechanics						1									**1**
Intro to Cabinet Making & Casework										2		1	2		**5**
Intro to Industrial Maintenance				2	4		2	2							**8**
Phlebotomy Technician						2	3	3		5	3	5	8	3	**32**
Semi-Truck Driving								3	2	5	11	10	10	9	**50**
Welding (Basic & GMAW & CBE)	5	6	8	3	10	12	7	8	13	2	6	3	2		**85**
Total	**17**	**17**	**22**	**30**	**32**	**28**	**34**	**22**	**23**	**26**	**48**	**41**	**52**	**25**	**404**

Greater Dubuque Development Demographic Trends|| All Time



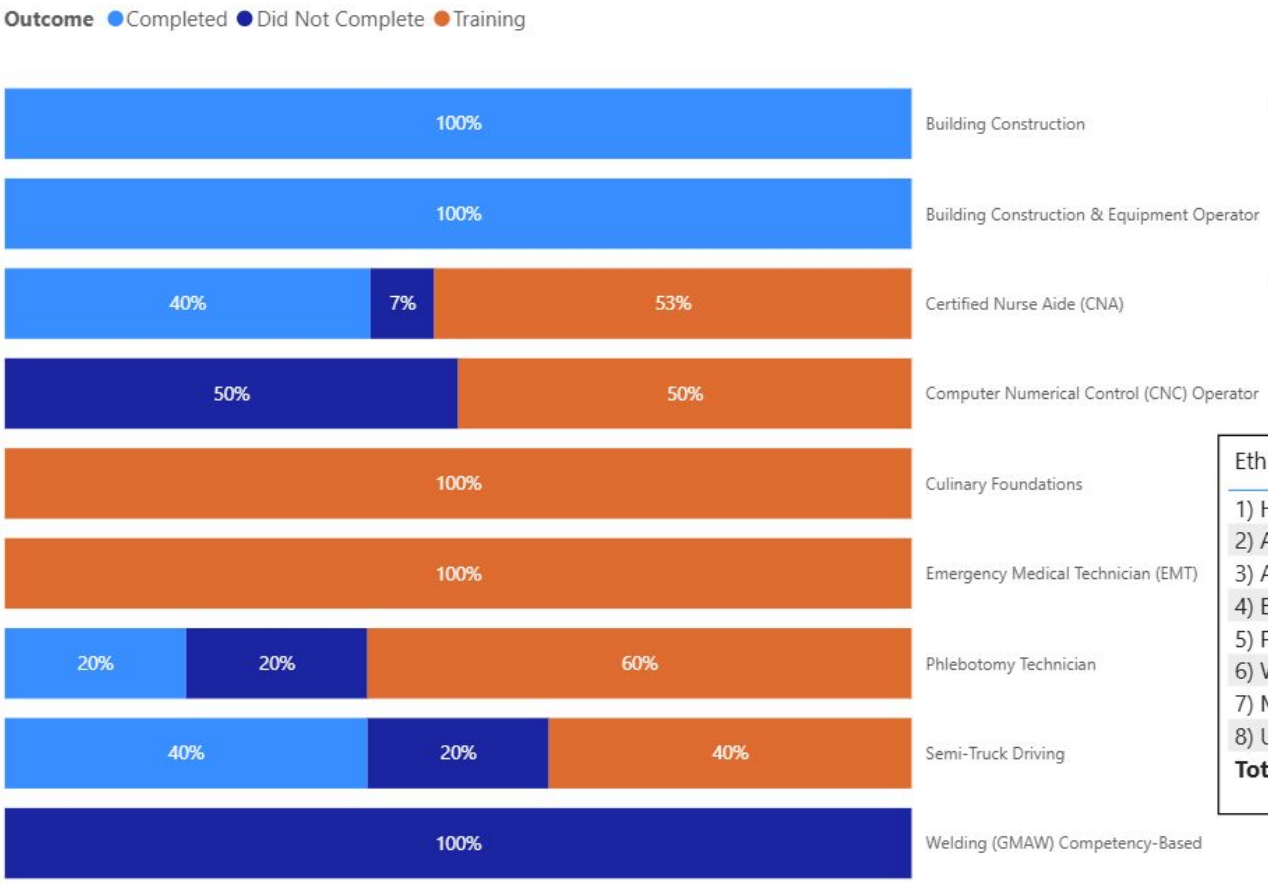
Opportunity Dubuque || FY26
Status by Program

Outcome Programs	Completed Learners	%	Did Not Complete Learners	%	Training Learners	%	**Total Learners**	%
Certified Nurse Aide (CNA)	23	20%	4	4%	30	26%	**57**	**50%**
Emergency Medical Technician (EMT)					24	21%	**24**	**21%**
Semi-Truck Driving	4	4%	2	2%	4	4%	**10**	**9%**
Building Construction &/or Equipment Operator	9	8%					**9**	**8%**
Culinary Foundations					6	5%	**6**	**5%**
Phlebotomy Technician	1	1%	1	1%	3	3%	**5**	**4%**
Computer Numerical Control (CNC) Operator			1	1%	1	1%	**2**	**2%**
Welding (Basic & GMAW & CBE)			1	1%			**1**	**1%**
Total	**37**	**32%**	**9**	**8%**	**68**	**60%**	**114**	**100%**

Opportunity Dubuque || FY26
Gender Status

Programs	Enrolled	Completed	Scheduled/Training	Female	Male
Building Construction &/or Equipment Operator	9	9		1	8
Certified Nurse Aide (CNA)	57	23	30	48	6
Computer Numerical Control (CNC) Operator	2	0	1		1
Culinary Foundations	6	0	6	3	2
Emergency Medical Technician (EMT)	24	0	24	8	13
Phlebotomy Technician	5	1	3	4	
Semi-Truck Driving	10	4	4		9
Welding (Basic & GMAW & CBE)	1	0			1
Total	**114**	**37**	**68**	**64**	**40**

Opportunity Dubuque||FY26 Status



114	115
Learners	Student Courses
37	**32 %**
Completed	Compl %

Ethnicity & Race	1) Male	2) Female	3) Unknown	Total
1) Hispanic	3	1		**4**
2) American Native				
3) Asian				
4) Black	6	13		**19**
5) Pacific Islander	1	2		**3**
6) White	23	39	1	**63**
7) Multiple		4		**4**
8) Unknown	7	5	9	**21**
Total	**40**	**64**	**10**	**114**

Outreach Outcomes || FY26

- 12 Unique Referrals made to Opportunity Dubuque from success team partners
  - City of Dubuque Housing and Community Impact= 8
  - Fountain of Youth = 4
- Participated in 16 unique outreach events in community
  - Dubuque County Jail Workshops
  - Back 2 Work Program-St. Vincent de Paul
  - National Night Out
  - Senior HS Skilled Trades Expo
  - Monthly Steeple Square Partnership Meals

Opportunity Dubuque||All Time Enrolled

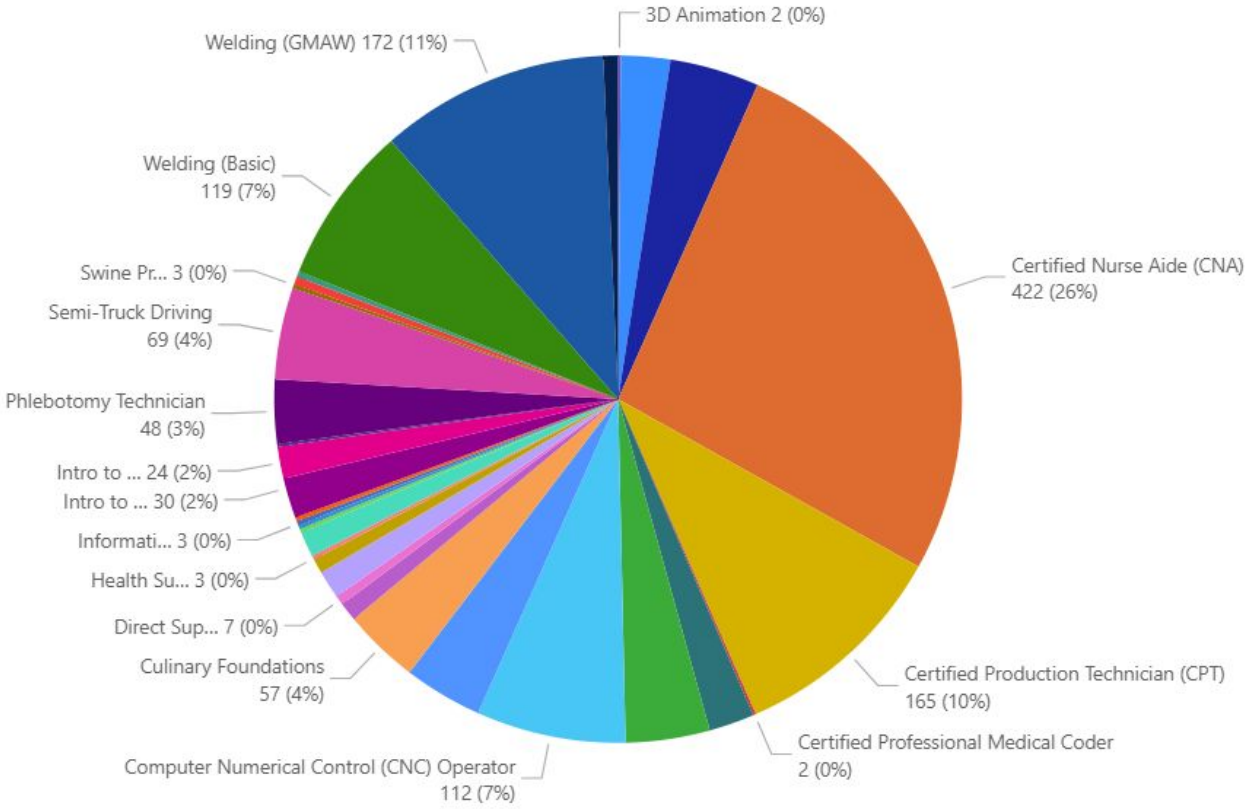
Programs	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	Total
3D Animation												2					**2**
Building Construction &/or Equipment Operator						7	13		12	26	19	8	23	26	16	9	**159**
Certified Nurse Aide (CNA)	142	219	210	197	200	203	237	227	151	140	164	190	201	206	192	57	**2,892**
Certified Production Technician (CPT)			1	30	60	56	33										**179**
Certified Professional Medical Coder													1		2		**3**
Child Care									4	9	5	12	16	7			**42**
Commercial Driver's License (CDL)				23	53	29	33	32	24	13	6						**212**
Computer Numerical Control (CNC) Operator			20	21	24	26	11	13	12	5	6	6	6		4	2	**152**
Construction Equipment Operator						11	10	8	7		12	8	6	4	1		**67**
Culinary Foundations						8	3	12	9	3	3	4	11	7	12	6	**75**
Customer Service									6		4		4	4			**18**
Direct Support Professional													9	1			**10**
Emergency Medical Technician (EMT)		21	7	14	3	31	38	48	33	25	43	30	22	12	9	24	**356**
Executive Administration Professional					4	6	8	7					4				**29**
Health Support Professional								4									**4**
Industrial Sewing					1	13	3		7								**23**
Information Technology				48			6	50									**100**
Intro to Automotive Mechanics								5									**5**
Intro to Cabinet Making & Casework											5	7	5	8	8		**33**
Intro to Industrial Maintenance					19	7	9		12	20	11	12	23	32			**125**
Pharmacy Technician			5	4													**9**
Phlebotomy Technician						16	16	7	17	6		5	8	7	16	5	**101**
Professional Sales Certificate													6				**6**
Semi-Truck Driving										14	5	12	19	15	22	10	**97**
Swine Production							4										**4**
Warehouse Technician											11						**11**
										10	10						**20**
	1	21	54	41	38	31	31	37	53	25	21	17	17	6	8	1	**398**
Total	**143**	**261**	**297**	**361**	**349**	**395**	**407**	**444**	**345**	**296**	**319**	**308**	**378**	**331**	**289**	**114**	**4,793**

l Time by Enrollment and FY Selected

Opportunity Dubuque ||All Time Completions

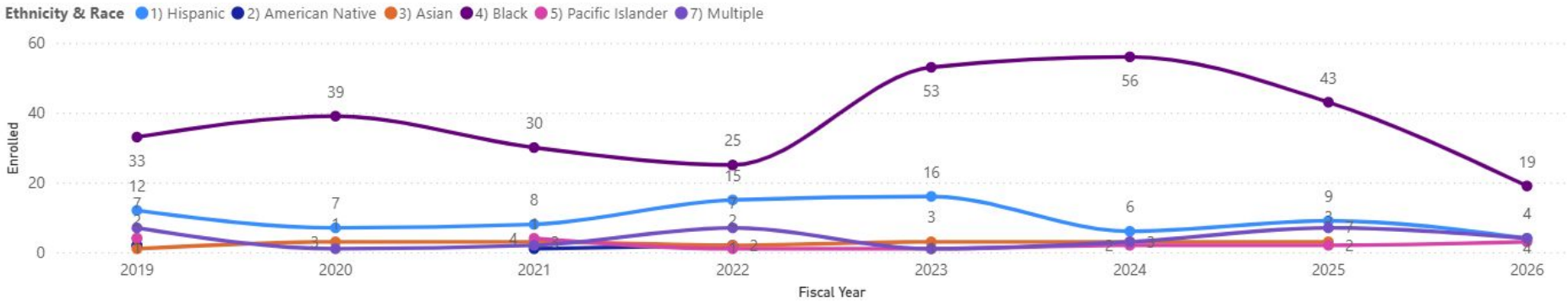
Programs	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	Total
3D Animation	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	**2**
Building Construction &/or Equipment Operator	0	0	0	0	0	7	13	0	12	23	19	7	22	22	15	9	**149**
Certified Nurse Aide (CNA)	121	184	173	163	182	184	211	201	137	112	130	157	169	178	169	23	**2,484**
Certified Production Technician (CPT)	0	0	1	30	60	52	28	0	0	0	0	0	0	0	0	0	**170**
Certified Professional Medical Coder	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	**2**
Child Care	0	0	0	0	0	0	0	0	4	8	3	8	16	7	0	0	**35**
Commercial Driver's License (CDL)	0	0	0	22	46	29	31	29	20	12	4	0	0	0	0	0	**193**
Computer Numerical Control (CNC) Operator	0	0	17	19	24	15	7	11	8	4	6	6	6	0	3	0	**124**
Construction Equipment Operator	0	0	0	0	0	11	10	8	2	0	12	8	5	4	1	0	**61**
Culinary Foundations	0	0	0	0	0	7	3	11	8	3	2	2	8	7	11	0	**60**
Customer Service	0	0	0	0	0	0	0	0	5	0	4	0	4	3	0	0	**16**
Direct Support Professional	0	0	0	0	0	0	0	0	0	0	0	0	9	1	0	0	**10**
Emergency Medical Technician (EMT)	0	18	7	13	3	25	31	38	25	19	39	26	18	10	9	0	**281**
Executive Administration Professional	0	0	0	0	4	6	8	7	0	0	0	0	4	0	0	0	**29**
Health Support Professional	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	**4**
Industrial Sewing	0	0	0	0	0	10	3	0	7	0	0	0	0	0	0	0	**20**
Information Technology	0	0	0	47	0	0	6	50	0	0	0	0	0	0	0	0	**99**
Intro to Automotive Mechanics	0	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	**4**
Intro to Cabinet Making & Casework	0	0	0	0	0	0	0	0	0	0	4	7	5	8	7	0	**31**
Intro to Industrial Maintenance	0	0	0	0	19	7	9	0	10	20	11	12	23	32	0	0	**123**
Pharmacy Technician	0	0	4	1	0	0	0	0	0	0	0	0	0	0	0	0	**5**
Phlebotomy Technician	0	0	0	0	0	14	14	4	11	1	0	0	4	3	9	1	**59**
Professional Sales Certificate	0	0	0	0	0	0	0	0	0	0	0	0	6	0	0	0	**6**
Semi-Truck Driving	0	0	0	0	0	0	0	0	0	13	5	10	16	15	22	4	**85**
Swine Production	0	0	0	0	0	0	4	0	0	0	0	0	0	0	0	0	**4**
Warehouse Technician	0	0	0	0	0	0	0	0	0	0	11	0	0	0	0	0	**11**
Web Application Bootcamp	0	0	0	0	0	0	0	0	0	8	5	0	0	0	0	0	**13**
Welding (Basic & GMAW & CBE)	1	21	54	38	33	25	25	30	49	20	14	15	13	4	4	0	**346**
Total	**122**	**223**	**256**	**318**	**321**	**359**	**365**	**392**	**297**	**243**	**264**	**256**	**326**	**292**	**251**	**37**	**4,167**

Opportunity Dubuque || All Time Employment



1,374 Enrolled	1,374 Completed	100 % Compl %
922 Contacted	827 Employed	92% Empl/Cont %
849 Employed/Cont Ed_Lumens		
73 Unemployed		

Demographic Trends || All Time



Footnotes Explained

- [a] The program is not funded by Opportunity Dubuque, but offered at the Peosta or Dubuque campuses and the student is in the SMST.
- [b] Only students who have completed the program during the fiscal year are counted. During first-half reports this applies to students who have completed during the halfway point.
- [c] Does not include those students NICC was unable to contact during multiple attempts within a one year period after completion. See the FAQ 'How is employment status collected?'
- [d] % employed or continuing education determined by the formula: ([Employed NEW/RETAINED] + [Continuing Ed]) / ([Employed NEW/RETAINED] + [Continuing Ed] + [Unemployed])
- [e] Completion numbers are based on only the completion dates, they do not consider enrollment dates.
- [f] Formerly Mechatronics

Frequently Asked Questions

How is ethnicity and race data collected and categorized?

Ethnicity and Race data collected matches other NICC publications, based on reporting method outlined in hierarchy by Federal Register - 72 Fed Reg 59267 (note: shortened versions that follow in parenthesis to fit in restricted available column space):

Hispanic (of any race) and if not then;
- American Indian or Alaska Native (American Native)
- African American or Black (Black)
- Asian (Asian)
- Pacific Islander or Native Hawaiian (Pacific Islander)
- White (White)
- Two or More Races (Multiple)
- Unknown or Not Reported (Unknown)

Previously reported groupings have been transitioned to this model. For example, a person identifying as Filipino would now be categorized as Asian (per Census Bureau Statement CB15-RTQ.26). Entering students are categorized under this new method, prior students were transitioned using available data. Comparability to previous versions of the report should not be done ad hoc. If more information on these changes is required, please contact your NICC representative.

Further info @ https://www2.ed.gov/policy/rschstat/guid/raceethnicity/questions.html

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April 20, 2026

City of Dubuque
City Council

PROCLAMATIONS # 1.

ITEM TITLE: International Dark Sky and Week and Earth Week (April 19-25, 2026)

SUMMARY: On behalf of the City of Dubuque Sustainability Office and Green Iowa AmeriCorps.

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. Proclamation

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

PROCLAMATION

WHEREAS, we're all stewards and beneficiaries of the Earth, its healthy and diverse ecosystem is vital to a thriving community, a vigorous local economy, and a sustainable environment; and

WHEREAS, the aesthetic beauty and wonder of a natural night sky is a shared heritage of all humankind, and the experience of standing beneath a starry night sky inspires feelings of wonder and awe and encourages a growing interest in science and nature; and

WHEREAS, some historic and current human activities have caused pollution of our sky and Earth, loss of wildlife species, damage and loss of habitat, food and water, weather extremes and worse flooding, human health crises, and loss of livelihoods; and

WHEREAS, we must use creativity, innovation, and education to solve these problems, with local communities leading the way by encouraging sustainable energy and water use, sustainable land use and transportation, and waste reduction, reuse and recycling; and

WHEREAS, the International Dark-Sky Association is the globally recognized authority on light pollution, and has created International Dark-Sky Week to raise awareness of light pollution, and provide free education, resources, and solutions to the public to encourage the protection of and enjoyment of dark skies and responsible outdoor lighting; and

WHEREAS, Earth Week offers people a unique opportunity to make, renew, and celebrate commitments that will protect quality of life and the Earth for generations to come.

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 DAYS OF APRIL 19TH THROUGH 25TH AS

"INTERNATIONAL DARK SKY WEEK AND EARTH WEEK"

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 20th day of April 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish L. Gleason, MMC, Assistant City Clerk

2026: Submitted by Gina Bell and accepted by:

Copyrighted
April 20, 2026

City of Dubuque
City Council

PROCLAMATIONS # 2.

ITEM TITLE: Arbor Day (April 24, 2026)

SUMMARY: On behalf of Dubuque Trees Forever.

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. Proclamation

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

PROCLAMATION

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

Whereas, Arbor Day is now observed throughout the nation and the world; and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen and provide habitat for wildlife; and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

Whereas. trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal; and

Whereas, Dubuque Trees Forever is planning an Arbor Day Celebration in partnership with the Kennedy Elementary School on Friday, April 24. Students, parents, teachers and volunteers will plant trees on the school campus.

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 24TH DAY OF APRIL, 2026 AS

"ARBOR DAY"

IN THE CITY OF DUBUQUE, IOWA, AND URGE RESIDENTS TO PLANT TREES TO GLADDEN THE HEART AND PROMOTE THE WELL-BEING OF THIS AND FUTURE GENERATIONS.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 20th day of April, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

2026: Submitted by Laura Roussell and accepted by Tom Kramer
2025: Submitted by Laura Roussell and accepted by Tom Kramer
2024: Submitted by Tom Kramer and accepted by Steve Pregler and board members from Dubuque Trees Forever
2023: Submitted and accepted by Tom Kramer
2022: Submitted and accepted by Hobie Wood
2021: Submitted and accepted by Hobie Wood

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April 20, 2026

City of Dubuque
City Council

PROCLAMATIONS # 3.

ITEM TITLE: Dubuque YP Days of Caring (April 24, 2026)

SUMMARY: On behalf of the Dubuque YP Days of Caring Board.

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. Proclamation

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

PROCLAMATION

WHEREAS, Dubuque is a City known for its spirit of volunteerism and community pride; and

WHEREAS, Young Professionals of Dubuque is an organization in Dubuque committed to making the City a wonderful place to live, work and play; and

WHEREAS, Dubuque YP Days of Caring is a community event where more than 1,300 volunteers conduct projects at nonprofits throughout the city; and

WHEREAS, Dubuque YP Days of Caring benefits not only those nonprofits but the entire City of Dubuque.

NOW THEREFORE, I, BRAD M. CAVANAGH, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF AND RESIDENTS OF DUBUQUE, DO HEREBY PROCLAIM THE 24TH DAY OF APRIL 2026 AS

"DUBUQUE YP DAYS OF CARING"

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 20th day of April 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

2026: Submitted and accepted by Brittney Hayes, Community Service & Outreach Coordinator, City of Dubuque, 2200 Bunker Hill Rd Dubuque, IA 52001. 563.690.6171. bhayes@cityofdubuque.org.

2025: Submitted and accepted by Brittney Hayes, Community Service & Outreach Coordinator, City of Dubuque, 2200 Bunker Hill Rd Dubuque, IA 52001. 563.690.6171. bhayes@cityofdubuque.org.

2024: Submitted and accepted by Chris Lester, Water Department Director, City of Dubuque, 1902 Hawthorne St, Dubuque, IA 52001. 563.589.4291. clester@cityofdubuque.org.

2023: Submitted and accepted by Nick Rossman, Director, Carnegie-Stout Public Library, 360 W 11th St, Dubuque, IA 52001. 563.589.4225. nrossman@carnegiestout.org.

2022: Submitted and accepted by Cori Burbach, Assistant City Manager, City of Dubuque, 50 W 13 St., Dubuque, IA 52001. 563.589.4110. cburbach@cityofdubuque.org.

2019: Submitted and accepted by Amanda Iburg, Marketing & Customer Experience Specialist, Verena Street Coffee Co., 720 Verena Ct. Dubuque, IA 52002. 563.556.3931. aiburg@verenastreet.com.

2018: Submitted by Hannah Cox, Communications Specialist, DuTrac Community Credit Union, 3465 Asbury Road, Dubuque, IA 52001. 563.585.8583. hcox@dutrac.org. www.dbqdaysofcaring.org. Accepted by Jessica Ehrlich, Vice President/Office Manager, American Trust & Savings Bank, 4730 Asbury Rd., PO Box 938, Dubuque IA, 52001. 563.585.5722. jehrlich@americantrust.com.

2017: Submitted by Hannah Cox, Communications Specialist, DuTrac Community Credit Union, 3465 Asbury Road, Dubuque, IA 52001. 563.585.8583. hcox@dutrac.org. Accepted by Jessica Ehrlich, Vice President/Office Manager, American Trust & Savings Bank, 4730 Asbury Rd., PO Box 938, Dubuque IA, 52001. 563.585.5722. jehrlich@americantrust.com.

2016: Submitted and accepted by Hannah Cox, Communications Specialist, DuTrac Community Credit Union, 3465 Asbury Road, Dubuque, IA 52001. 563.585.8583. hcox@dutrac.org. www.dbqdaysofcaring.org

2015: Submitted and accepted by Julie Kronlage, Director of Sales, Dubuque Area Convention & Visitors Bureau, 300 Main Street, Suite 120, Dubuque, IA 52001. 563.845.7698. jkronalge@traveldubuque.com.

2014: Submitted by Jim Winter, Digital Content Editor, TH Media, 563.588.5677, 801 Bluff Street, Dubuque, IA 5200. Accepted by Lisa Bowers, YP Professional of the Year with American Trust & Savings Bank.

2013: Submitted and accepted by Julie Kronlage, Director of Sales, Dubuque Convention & Visitors Bureau, 300 Main Street, Suite 200, Dubuque, IA 52001, 563.690.9207, jkronlage@dubuquechamber.com.

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April 20, 2026

City of Dubuque
City Council

PROCLAMATIONS # 4.

ITEM TITLE: National Apprenticeship Week (April 26-May 2, 2026)

SUMMARY: On behalf of the Mid-America Carpenters Regional Council.

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. Proclamation

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

PROCLAMATION

WHEREAS, National Apprenticeship Week annually raises awareness of the vital role registered apprenticeships provide in meeting critical industry workforce demands. Registered apprenticeship programs develop the highly skilled workforce that employers need and create pathways for Americans to catapult into in-demand, high-paying careers; and

WHEREAS, registered apprenticeship programs are industry-driven, high-quality career pathways that enable employers to develop and train their future workforce, and individuals can obtain paid work experience with a mentor, receive progressive wage increases, classroom instruction, and a portable, nationally recognized credential; and

WHEREAS, the City of Dubuque recognizes the urgent need to prepare and maintain a highly skilled workforce that is capable of meeting the current and future demands of the city we serve and fortifying our economy.

NOW THEREFORE, I, BRAD M. CAVANAGH, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF, AND RESIDENTS OF DUBUQUE, DO HEREBY PROCLAIM THE WEEK OF APRIL 26TH TO MAY 2ND, 2026 AS

"National Apprenticeship Week"

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 20th day of April 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish L. Gleason, MMC, Assistant City Clerk

2026: Submitted and accepted by: Nick Flogel

Copyrighted
April 20, 2026

City of Dubuque
City Council

PROCLAMATIONS # 5.

ITEM TITLE: Stewardship Week (April 26-May 3, 2026)

SUMMARY: On behalf of the Dubuque County Soil and Water Conservation District Commission.

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. Proclamation

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

PROCLAMATION

WHEREAS, healthy, fertile soil and clean water is the lifeblood of nutrition and sustenance throughout the world, and soil conservation is a benefit to everyone; and

WHEREAS, effective conservation practices ensure soil, water, animals, plants, and air can provide a rich standard of living; and

WHEREAS, our survival and continued production and access to quality food and water depends upon the robust management of diverse natural resources nationwide; and

WHEREAS, stewardship calls upon every individual to help conserve these precious resources to ensure their prosperity for generations to come; and

WHEREAS, a focus on restoring and protecting soil plays a vital role in holding water, cycling nutrients, supporting wildlife, preventing flooding, and enhancing ecosystem health, thereby strengthening the foundation for long-term soil and water conservation efforts; and

WHEREAS, the theme for the 2026 Stewardship Week is ***"Soil. Where it All Begins,"*** celebrates the power of soil in supporting life in all its forms and underscores soil as the starting point for healthy food, clean water, thriving habitats, and resilient communities.

NOW THEREFORE, I, BRAD M. CAVANAGH, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF, AND RESIDENTS OF DUBUQUE, DO HEREBY PROCLAIM THE WEEK OF APRIL 26 THROUGH MAY 3, 2026, AS

"STEWARDSHIP WEEK"

IN THE CITY OF DUBUQUE, IOWA WITH AN EMPHASIS ON THE IMPORTANCE OF PRESERVING AND RESTORING SOIL AS PART OF OUR COLLECTIVE CONSERVATION EFFORTS, AND CELEBRATING THE THEME ***"SOIL. WHERE IT ALL BEGINS."***

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 20th day of April, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish L. Gleason, MMC, Assistant City Clerk

2026: Submitted by Helen Backes and accepted by:

2025: Submitted by: Dubuque Soil and Water Conservation District Commissioners and accepted by: Helen Backes, Conservation Assistant.

Copyrighted
April 20, 2026

City of Dubuque
City Council

PROCLAMATIONS # 6.

ITEM TITLE: Foster Care Month (May 2026)

SUMMARY: On behalf of Four Oaks Foster Care and Adoption.

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. 26_04_20 Foster Care Month

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

PROCLAMATION

WHEREAS, the City of Dubuque recognizes that nothing is more precious in our community than the growth and development of our children and every young person deserves a safe, loving, and stable home; and

WHEREAS, foster care plays a vital role in providing safe and nurturing environments for children and youth in need; and

WHEREAS, foster, kinship and adoptive families open their hearts and homes to children whose families are in crisis play a vital role in helping children and families heal and reconnect, thereby launching young people into successful adulthood; and

WHEREAS, a strong network of community partners - including local nonprofits, volunteer mentors, educators and government agencies – helps create a support system that uplifts youth in care and promotes long-term stability and well-being; and

WHEREAS, the City of Dubuque acknowledges the essential work of these individuals and organizations and encourages more residents to become involved, whether by fostering, advocating, or supporting families in their community.

NOW THEREFORE, I, BRAD M. CAVANAGH, MAYOR OF THE CITY OF DUBUQUE, IOWA, ON BEHALF OF THE CITY COUNCIL, STAFF, AND RESIDENTS OF DUBUQUE, DO HEREBY PROCLAIM THE MONTH OF MAY 2026 AS

"Foster Care Month"

IN THE CITY OF DUBUQUE, IOWA AND URGE RESIDENTS TO RECOGNIZE THE SIGNIFICANCE OF FOSTER CARE AND HONOR THE INDIVIDUALS AND ORGANIZATIONS COMMITTED TO IMPROVING THE LIVES OF CHILDREN AND YOUTH IN FOSTER CARE.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dubuque to be affixed this 20th day of April 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish L. Gleason, MMC, City Clerk

2026: Submitted and accepted by: Liz Estilow, Four Oaks Foster Care and Adoption

Copyrighted
April 20, 2026

City of Dubuque
City Council

CONSENT ITEMS # 1.

ITEM TITLE:	Minutes and Reports Submitted
SUMMARY:	Proof of publication for City Council Proceedings of March 23, 2026.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. Proof of Publication for 3.23.26 City Council Proceedings

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

03/29/2026

and for which the charge is 51.39

Kathy Goetzinger

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

this 30th day of March, 2026

Janet K Pape

Notary Public in and for Dubuque County, Iowa.

NOTARIAL SEAL IOWA
JANET K. PAPE
Commission Number 199659
My Commission Expires
12/11/2028

Ad text :

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 6:00 p.m. on March 23, 2026, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Leyendecker (attended virtually), Resnick, Roussell, Sprank, Staver, 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 such business that may properly come before the City Council.

PUBLIC HEARING

1. Approving a First Amendment to Development Agreement between the City of Dubuque, Iowa and Gronen Development, Inc.: Motion by Roussell to receive and file the documents and adopt Resolution No. 96-26 Approving A First Amendment To Development Agreement By And Between The City Of Dubuque And Gronen Development, Inc. Seconded by Wethal. Will Gronen, 955 Washington St., Unit 323, spoke on behalf of Kilbourne Group and Gronen Development, Inc., summarizing the mixed-use project at 5th and Main Streets and noting the groups availability to answer questions. Motion carried 7-0.

ACTION ITEM

2. Approval of Plat of Survey (Vacation) of a portion of West 6th Street Right of Way to be known as City Lot 61B, in the City of Dubuque, Iowa for Vacating Petition (Agreement Between City of Dubuque and Gronen Development, Inc. for the Mixed-use Building Project at the Corner of West 5th and Main Streets): Motion by Wethal to receive and file the documents and adopt Resolution No. 97-26 Approving The Plat Of Survey For Proposed Vacated Street Right Of Way In Part Of City Lot 62A, In The City Of Dubuque, Iowa. Seconded by Resnick. Motion carried 7-0.

ITEM SET FOR PUBLIC HEARING

1. Setting a Public Hearing - Petition to Vacate a Portion of West 6th Street Right of Way to be known as City Lot 61B, in the City of Dubuque, Iowa for Vacating Petition (Agreement Between City of Dubuque and Gronen Development, Inc. for the Mixed-use Building Project at the Corner of West 5th and Main Streets): Motion by Wethal to receive and file the documents and adopt Resolution No. 98-26 Intent To Vacate A Portion Of City Lot 62A, In The City Of Dubuque, Iowa, Being A Part Of The West 6th Street Right Of Way, To Be Known As Lot 61B, In The City Of Dubuque, Iowa, therefore setting a public hearing for a meeting to commence at 6:30 p.m. on April 6, 2026 in the Historic Federal Building. Seconded by Sprank. Motion carried 7-0.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:06 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk
1t 3/29

STATE OF IOWA SS:
DUBUQUE COUNTY

CERTIFICATE OF PUBLICATION

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

03/29/2026

and for which the charge is 57.23

Kathy Goetzinger

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

this 30th day of March, 2026

Janet K. Pape

Notary Public in and for Dubuque County, Iowa.

NOTARIAL SEAL IOWA
JANET K. PAPE
Commission Number 199659
My Commission Expires
12/11/2028

Ad text :

CITY OF DUBUQUE, IOWA
CITY COUNCIL PROCEEDINGS
SPECIAL SESSION

The Dubuque City Council met in special session at 6:30 p.m. on March 23, 2026, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Leyendecker (attended virtually), Resnick, Roussell, Sprank, Staver, 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 holding a public hearing on the Fiscal Year 2027 Proposed Property Tax Rate.

PUBLIC HEARING

1. Public Hearing for the Fiscal Year 2027 Amount of Proposed Property Tax Rate and Dollars and the Fiscal Year 2027 Budget and Fiscal Policy Guidelines: Motion by Roussell to receive and file the documents and adopt Resolution No. 99-26 Approving the Maximum Property Tax Dollars Requested for Fiscal Year July 1, 2026-June 30, 2027. Seconded by Wethal. Leonard Dress, 541 Groveland Pl.; Clark Schloz, 2925 Burlington St.; Kathy Sorenson, 2613 Jackson St.; Rob McDonald, 3399 Eagle Point Dr.; and Roger Welbes, 165 W 24th St., provided input on the proposed tax rate. Breitfelder stated that written input was received by Chris Luchsinger, 716 Peru Rd.; Mary Sand, 880 Goethe St.; and Rob McDonald, 3399 Eagle Point Dr. Brumwell reviewed the options in her memo to Council for how the Council can hold improvement packages for separate discussion during departmental budget meetings. Brumwell advised that if the Council wishes to review held items at every meeting, the topic should be included as a standing agenda item. Council agreed that no final action will be taken on any held improvement packages until the April 28 public hearing on the budget, though discussion in the interim may provide direction to staff. Council Members concurred on using the second option listed in Brumwells memo for their budget meeting process. Per that option, if a single Council Member requests that an item be held for separate discussion, majority support holding the item, it will be set aside for discussion. Brumwell noted she will revise her memo to Council to focus solely on this option and include it with each budget meeting agenda. Chief Financial Officer Jennifer Larson and Van Milligen addressed questions regarding the general fund reserve and Tax Increment Financing (TIF). Van Milligen clarified that although the Citys tax rate is uniform for all homeowners, differing assessed values may lead to inequitable tax impacts. Roussell proposed adding a discussion on the potential use of cash reserves to fund certain City services to the standing agenda item discussion. An informal poll showed support from a majority of Council Members for including this topic. Council Members also discussed the maximum property tax rate and the implications of the goal-setting process on the budget. Motion carried 4-3 with Staver, Resnick, and Leyendecker voting nay.

ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:13 p.m.

/s/Adrienne N. Breitfelder, CMC

City Clerk
1t 3/29

Copyrighted
April 20, 2026

City of Dubuque
City Council

CONSENT ITEMS # 2.

ITEM TITLE:	Notice of Claims and Suits
SUMMARY:	Kevin and Julie Behning for property damage; Travelers The Standard Insurance Company ASO Jandell Gallagher vehicle damage
SUGGUESTED DISPOSITION:	Receive and File; Refer to City Attorney

ATTACHMENTS:

1. Claim by Kevin and Julie Behning
2. Claim by Travelers The Standard Insurance Co ASO Jandell Gallagher

MVM Legal Arielle Swift

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

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

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

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

1. **Name of Claimant:** Kevin Behning + Julie Behning
2. **Address:** 1635 Finley st

   City: Dub **State:** IA **Zip:** 52001
3. **Telephone Number:** 563-599-6365 (Julie)
4. **Date of Incident:** March 16, 2024
5. **Time of Incident:**
6. **Location of Incident (Be specific):** Curb on the driveway approach

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.)**

We had a new driveway and approach put in Summer of 2025. A snowplow on the last snowfall took a chunk of concrete ~~out~~ off the approach.

8. **What were weather conditions like?** last big Snowstorm
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 injuries

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

yes, damaged approach curb. Also salt from the city is deteri ruining the concrete to the street.

13. **What other damages do you claim, if any?** ↑ I am not sure that would be covered but definitely would like the curb fixed.

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, no claim was filed

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

We would like it fixed by the city

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

the damage is from the snowplow

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 10th **day of** April, **20**26.

Kevin + Julie Behning **(Signature)**

Kevin + Julie Behning **(Print Name)**

RECEIVED
2026 APR 10 AM 8:30
City Clerk's Office
Dubuque, IA

(Rev. 9/24)

MVM
Legal
Arielle Swift

CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

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

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

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

1. **Name of Claimant:** Travelers /THE STANDARD FIRE INSURANCE CO ASO Jandell Gallagher

2. **Address:** Po Box 5076

   City: Hartford **State:** CT **Zip:** 06102

3. **Telephone Number:** 508 324 8365 Claim # JHV0852

4. **Date of Incident:** 12/3/2025

5. **Time of Incident:**

6. **Location of Incident (Be specific):** 1305 RHOMBERG AVE

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

   A City snow plow hit Jandell Gallaghers legally parked vehicle on the back drivers door and door frame.

8. **What were weather conditions like?** Snow covered roads being plowed

9. **Give name and address of any witnesses:** Police department DUBUQUE

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

    yes

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

    no

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

Yes a 2018 Ford explorer

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.)

yess less the deductible

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

6482.67

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

snow plow hit a legally parked vehicle

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 12 **day of** March **, 20** 26 **.**



(Signature)

Lorianne Nunes Travelers Subrogation Specialist **(Print Name)**

RECEIVED

4/13/2026, 3:33:59 PM

City Clerk's Office
Dubuque, IA

(Rev. 9/24)

Confidential

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

Confidential information may include the following:

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

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

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

_____Social Security Number(s)

_____Driver's License Number(s)

_____Medical/Health Information

_____Personnel/Disciplinary Information

_____Bank Account Information

_____Financial Information

_____Credit Card Number(s)

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

_____ 3/12/2026

Signature Date

Tusdee Blus

From: LNUNES@travelers.com
Sent: Monday, April 13, 2026 3:24 PM
To: Tusdee Blus
Subject: File Cabinet Document Attach - Claim Number JHV0852 - The Standard Fire Insurance Company
Attachments: 955FE85D-3CF9-4A8E-9DD5-F766302FF58C.pdf; 5480072e-104f-441c-b4c6-a34e8db7fb4e.pdf; 089504B7-0CC4-4F3C-B34C-BA0D195F50D9.pdf; 06534231-A60A-4411-8070-D86410EAD915.PDF

Follow Up Flag: Follow up
Flag Status: Flagged

You don't often get email from lnunes@travelers.com. Learn why this is important

Caution! This message was sent from outside your organization. Never give your login information and password over email!

Allow sender | Block sender | Report

Good afternoon, Thank you so much for taking the time to reach out to me today, here are the subrogation supports. If you need anything else please feel free to call.

Title: JHV0852 Claimform_CityofDubuque	**Attach:** 955FE85D-3CF9-4A8E-9DD5-F766302FF58C.pdf
Title: P1997 - RP 1st Notice with Remittance In	**Attach:** 5480072e-104f-441c-b4c6-a34e8db7fb4e.pdf
Title: Photo Package	**Attach:** 089504B7-0CC4-4F3C-B34C-BA0D195F50D9.pdf
Title: Estimate Print Image-S01	**Attach:** 06534231-A60A-4411-8070-D86410EAD915.PDF

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TRAVELERS
P.O. BOX 5076
HARTFORD, CT 061025076

City Of Dubuque
50 W. 13th St
Dubuque, IA 52001

TRAVELERS

City Of Dubuque
50 W. 13th St
Dubuque, IA 52001

CLAIM PROFESSIONAL

LORIANNE NUNES
lnunes@travelers.com
Call or send a text to **(508) 324-8365**

Claim number: **JHV0852-001**

Date of loss: **December 3, 2025**

Loss location:
1305 RHOMBERG AVE
DUBUQUE IA 52001

Insured name: **JANDELL GALLAGHER**

Underwriting Company: **The Standard Fire Insurance Company**

April 7, 2026

Dear City Of Dubuque,

We believe you are responsible

We're writing about the incident which happened on December 3, 2025, involving our insured JANDELL GALLAGHER. Our review of the facts of the case suggest that you are responsible for the damages from the incident.

To date, we've paid $5,982.67 in benefits, and our insured incurred an additional deductible loss of $500.00. We're asking that you pay us the amount of $6,482.67 by 04/28/2026.

If you have insurance

If you have insurance, please complete the attached Insurance Company Information Request form and return it to us in the enclosed envelope. In addition, please send this letter to your insurance carrier immediately and request that they contact us.

Where to send payment

Otherwise, please make your check payable to The Standard Fire Insurance Company, indicate the claim number on the check, and mail to:

Travelers Claims Hartford
PO Box 660339
Dallas, TX 75266-0339

All other written correspondence

Please note that any correspondence other than payments should be directed to our attention at:

P1997 9/21

Travelers
PO Box 5076
Hartford, CT 06102-5076

Thank you for your attention to this matter.

Please do not delay

If we do not hear from you within ten (10) days of the date of this letter, we may refer this matter to our legal counsel for evaluation, which may result in civil litigation and additional expenses.

Questions?

If you have any questions, please contact us.

Subro Rep. Name: LORIANNE NUNES
Insured:JANDELL GALLAGHER
Date of Loss: December 3, 2025
Our File No.: 136ADJHV0852

Your Insurance Company's Name: _____

Your Insurance Company's Address: _____

_____ ZIP _____

Phone: (____) _____

Your Insurance Agent's Name: _____

Address: _____

_____ ZIP _____

Phone: (____) _____

Your Policy Number:_____

Your File Number: _____

Your Adjuster's Name: _____

Phone: (____) _____

P19979/21

PLEASE ENSURE THAT ADDRESS BELOW APPEARS IN ADDRESS AREA OF RETURN ENVELOPE

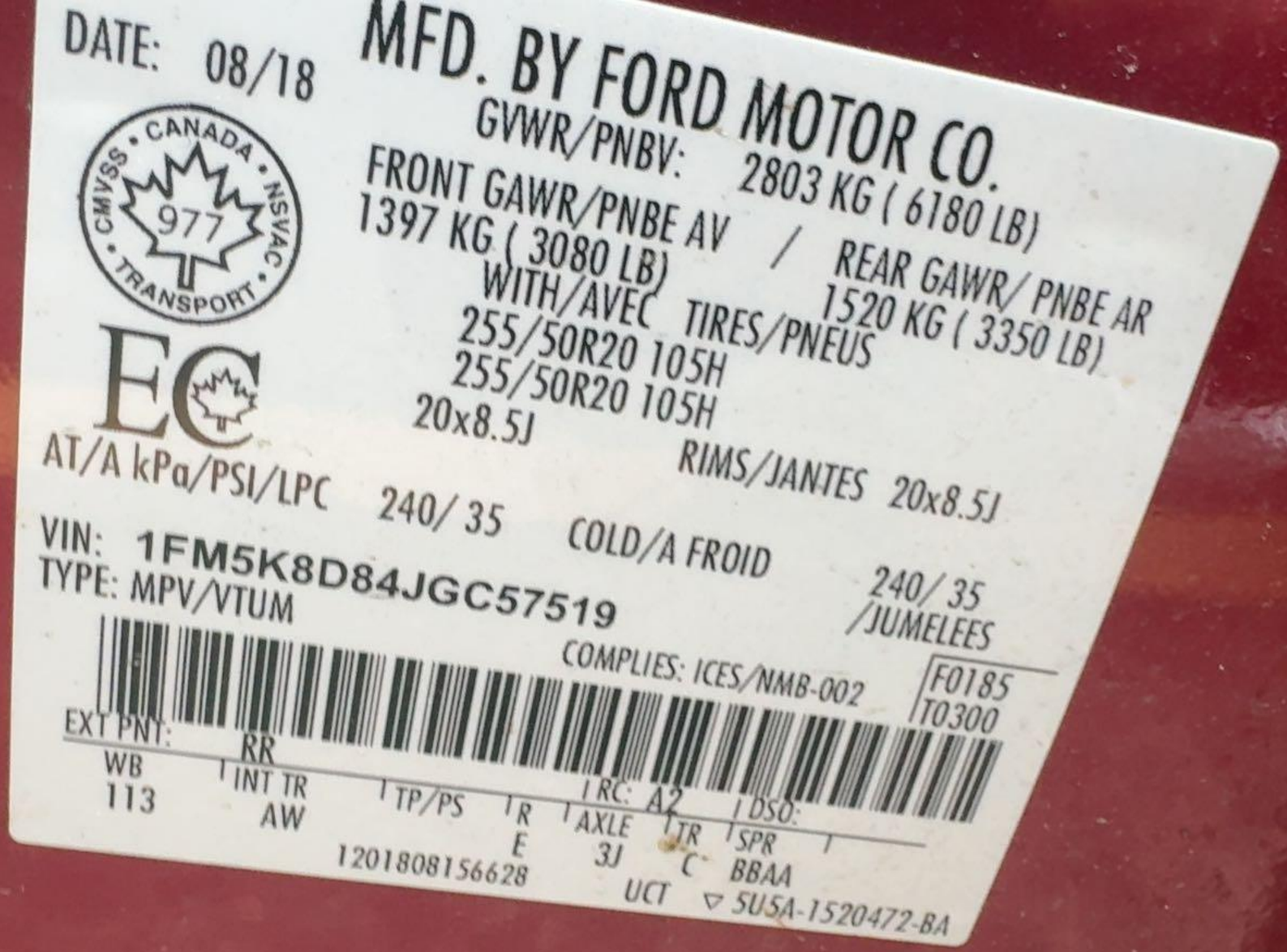
TRAVELERS

TRAVELERS
P.O. BOX 5076
HARTFORD, CT - 061025076








DATE: 08/18
MFD. BY FORD MOTOR CO.
GVWR/PNBV: 2803 KG (6180 LB)
FRONT GAWR/PNBE AV 1397 KG (3080 LB)
/
REAR GAWR/ PNBE AR 1520 KG (3350 LB)
WITH/AVEC TIRES/PNEUS
255/50R20 105H
255/50R20 105H
20x8.5J
RIMS/JANTES 20x8.5J
CMVSS • CANADA • NSVAC
977
TRANSPORT
EC
AT/A kPa/PSI/LPC 240/ 35 COLD/A FROID 240/ 35
/JUMELEES
VIN: 1FM5K8D84JGC57519
TYPE: MPV/VTUM
COMPLIES: ICES/NMB-002
F0185
T0300
EXT PNT: RR
WB 113
INT TR AW
TP/PS
R E
RC: A2
AXLE 3J
TR C
DSO:
SPR BBAA
1201808156628
UCT
5U5A-1520472-BA

Customer Copy

Shop Copy

PRECISION AUTO GLASS
770 CEDAR CROSS ROAD
DUBUQUE, IA 52003

PH:(563) 845-0762 FAX:(563) 845-0010

Federal Tax ID: 45-4183850

P/O#: 38246

Taken By: SHANE
Installer: SHANE
SalesRep:

Cust State Tax ID: 31-007262
Cust Fed Tax ID:
Ship Via:

Adv. Code:

Workorder: W026099
Date: 2/19/2026
Time: 12:48 PM

Bill To: ABRA

ABRA AUTO BODY & GLASS
3450 CENTER GROVE DR
DUBUQUE, IA 52003

(563) 556-0696 Fax: (563) 556-1899

Sold To: ABRA

ABRA AUTO BODY & GLASS
DUBUQUE, IA 52003

Vehicle Information

Make: Ford | Model Style: Explorer 4 Door Utility | Year: 2018
Odometer: | VIN: 1FM5K8D84JGC57519 | License:

Qty	Part Number	Description	List	Sell	Total
1	AutoLabor	INSTALL Q/G	$140.00	$75.00	$75.00
1	HAH000004	Adhesive-(1.0,Urethane,Dam,Primer)	$30.00	$25.00	$25.00

DOT#

206 G&P#

ACTIVATOR PRO#

Install Date: 02/19/26, In Shop Installer: SHANE

Instructions:

AUTHORIZATION TO PAY

Net30

I hereby authorize and empower the above-named insurance company to pay this invoice in full settlement, satisfaction and discharge of all loss under the above policy. Upon such payment, all rights I may have for claim and demand for loss and damage described above against the above named insurance company shall be thereby forever discharged. In the event that the above named insurance company does not make timely and/or full payment of this invoice according to its terms, I hereby accept responsibility for such payment and agree to pay all charges reflected on this invoice to the above named glass company subject to and according to all terms and conditions on this invoice.

Customer's Signature: _____

Sub Total: $100.00

Tax: $0.00

Total: $100.00

Balance: $100.00





Invoice

PROS

Kent Automotive
8770 W Bryn Mawr Ave.
Chicago, IL 60631-3515

Invoice No
38246

Abra
3400 CENTER GROVE DR
DUBUQUE, IA, US, 52003-5257

Date		Charge Information
03/02/2026		

2018 FORD Explorer XLT 4WD Red

Item	Description	Qty	Price	Ext Price
KT12638	Panel Adhesive 2:1 7 Oz.	0.50	94.36	47.18
P10491	Flex-E6000 Seam Sealer 10 Oz.	0.50	87.24	43.62

KENT AUTOMOTIVE

Printed on 3/2/26 at 11:37AM

SubTotal	$90.80	Invoice Total	$90.80
Sales Tax	$0.00		

03/02/2026

© 2010 Lawson Products, Inc. - Invoice Prepared Using PROS™ - All Rights Reserved.

770 CEDAR CROSS ROAD
DUBUQUE, IA 52003

PH:(563) 845-0762 FAX:(563) 845-0010

Shottenkirk

FORD - LINCOLN - JEEP - KIA

309 S. Gear Avenue, P.O. Box 397
West Burlington, IA 52655
(319) 758-5800 or (800) 540-1470
www.shottenkirk.com

THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THESE PARTS. NO REFUNDS WITHOUT THIS INVOICE.

DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER
19 FEB 26	38246	19 FEB 26	19 FEB 26	1227946 MPB

PAGE 1 OF 1

SOLD TO
ACCOUNT NO. 3405
ABRA DUBUQUE
3400 CENTER GROVE DRIVE
DUBUQUE, IA 52003

SHIP TO
ABRA DUBUQUE
3400 CENTER GROVE DRIVE
DUBUQUE, IA 52003

SHIP VIA	SLSM	TAX ID #	TERMS	F.O.B.
MPB	DRM	42-0782245	CHG WSLE NTAX	WEST BURLINGTON,

ORD	SHIP	B.O.	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
1	1	0	BB5Z*78255A35*AA	P549C MOULDING	95.05	66.53	66.53
				2018 EXPLORER			
				1FM5K8D84JGC57519			
				THANK U			
			FRT	FREIGHT			0.00

New!!!! Check out Up Front Pricing on Collision Link. Compare OE Parts to Aftermarket, Buy OE Parts at Aftermarket Price!!!!!
Thanks Parts Express

PARTS	66.53
SUBLET	
FREIGHT	0.00
SALES TAX	0.00
TOTAL	566.53

CUSTOMER COPY

Abra - Dubuque

When You're Ready
3400 Center Grove Dr., Dubuque, IA 52003
Phone: (563) 556-0696
FAX: (563) 556-1899

Workfile ID:	c8184f6e
Federal ID:	42-0782245
State ID:	IA
Resale Number:	31-007262
Federal EPA:	IAR000004861
State EPA:	NA
License Number:	433840
BAR:	na

Supplement of Record 1 with Summary

RO Number: 38246

Written By: Timothy Then, 3/2/2026 12:04:47 PM
Adjuster: JZS1, (877) 411-0768 Business

Insured:	GALLAGHER, JANDELL	Policy #:	PT5010A6180568002031	Claim #:	JHV0852001
Type of Loss:	Collision	Date of Loss:	12/3/2025 12:00 PM	Days to Repair:	10
Point of Impact:	09 Left T-Bone (Left Side)				

Owner:
GALLAGHER, JANDELL
1305 RHOMBERG AVE
DUBUQUE, IA 52001
(563) 590-0517 Cell

Inspection Location:
ABRA - DUBUQUE
3400 CENTER GROVE DR.
DUBUQUE, IA 52003-0000
Other
(563) 556-0696 Day

Insurance Company:
TRAVELERS - THE STANDARD FIRE INSURANCE COMPANY
KEEP AND CLOSE CLAIM OFFICE
PO BOX 4947
ORLANDO, FL 32802
(877) 411-0768 Business

VEHICLE

2018 FORD Explorer XLT 4WD 4D UTV 6-3.5L Gasoline Sequential MPI Red

VIN:	1FM5K8D84JGC57519	Interior Color:		Mileage In:	110,393	Vehicle Out:	3/2/2026
License:	KJJ5330	Exterior Color:	Red	Mileage Out:			
State:	OH	Production Date:	8/2018	Condition:	Good	Job #:	

TRANSMISSION
Automatic Transmission
4 Wheel Drive

POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat

DECOR
Dual Mirrors
Privacy Glass
Console/Storage
Overhead Console

CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Dual Air Condition
Backup Camera
Parking Sensors

RADIO
AM Radio
FM Radio
Stereo
Search/Seek
Auxiliary Audio Connection
Satellite Radio

SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
Xenon or L.E.D. Headlamps

SEATS
Cloth Seats
Bucket Seats
Reclining/Lounge Seats
3rd Row Seat

WHEELS
Aluminum/Alloy Wheels

PAINT
Three Stage Paint

OTHER
Rear Spoiler
California Emissions

TRUCK
Rear Step Bumper

RO Number: 38246

2018 FORD Explorer XLT 4WD 4D UTV 6-3.5L Gasoline Sequential MPI Red

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**ROOF**							
2	S01	R&I	LT Roof rail				0.5	
3	**FRONT DOOR**							
4	*	Blnd	LT Door shell					1.7
5		R&I	LT Belt w'strip				0.3	
6	*	R&I	LT Lower molding carbon black				0.4	
7		R&I	LT Mirror outside power, w/o signal absolute black				0.3	
8		R&I	LT Handle, outside primed				0.4	
9		R&I	LT R&I trim panel				0.5	
10	**REAR DOOR**							
11	*	Repl	LKQ LT R&R door assy +25%	FB5Z7824631A	1	375.00	1.6	3.5
12			Add for Three Stage					2.5
13	*	R&I	LT Lower molding absolute black				0.4	
14		R&I	LT Belt w'strip				0.3	
15		R&I	LT Door check				0.2	
16		R&I	LT Handle base				0.3	
17	*	R&I	LT Latch				0.3	
18		R&I	LT R&I trim panel				0.4	
19		R&I	LT Striker				Incl.	
20		R&I	LT Handle, outside primed				0.4	
21		R&I	LT Window regulator				1.1	
22		R&I	LT Front w'strip				0.2	
23		R&I	LT Door w'strip				0.4	
24	S01	Repl	LT Applique	BB5Z78255A35AA	1	95.05	0.3	
25	**QUARTER PANEL**							
26		R&I	LT Rear pillar trim w/o 12 speaker audio camel/gray				Incl.	
27	* S01	Sect	LT Quarter panel cut in window opening	FB5Z7827841B	1	1,740.57	16.4	3.0
			Note: HOURS REMOVED FOR SUBLET GLASS R&I We removed glass so sublet was a bit lower than normal. Added a bit of time back in.					
28			Overlap Major Adj. Panel					-0.4
29			Add for Three Stage					1.0
30	**	Repl	A/M CAPA LT Wheel opng mldg	FB5Z7829165AA	1	55.00	Incl.	
31		R&I	LT Upper molding				Incl.	
32		R&I	LT Rear pillar trim w/12 speaker audio camel/gray				Incl.	
33		R&I	LT Qtr trim panel w/o inflatable 2nd row seat belts w/6 speaker audio-camel				Incl.	
34	# S01	Subl	R/I Glass		1	100.00		
35	# S01	Repl	Glass Install Kit		1	25.00 T		
36	**REAR LAMPS**							
37		R&I	LT Tail lamp assy level 2				0.3	

RO Number: 38246

2018 FORD Explorer XLT 4WD 4D UTV 6-3.5L Gasoline Sequential MPI Red

38	**REAR BUMPER**							
39			R&I	R&I bumper cover			Incl.	
40	**MISCELLANEOUS OPERATIONS**							
41	#		Subl	Hazardous waste disposal	1	6.00		
42	#			Cover car	1	10.00	0.2	
43	#	S01		Cauk/Seam Sealer	1	43.62		
44	**	S01	Repl	A/M Panel Bonding	1	47.18		
45	#	S01	Rpr	POST SCAN DIAGNOSIS			0.5	
				SUBTOTALS		**2,497.42**	**25.7**	**11.3**

NOTES

Estimate Notes:
Customer is scheduled for repairs when:1-27-26
Damage consistent with facts of loss: Yes
Aftermarket Customer [name] Accepts/
LKQ, Aftermarket, and Reconditioned Parts Search Includes:lkQ,CCC, CAR-PART
Prior or Unrelated Damages: No Where? [specific]
Customer Authorize Repairs & signed DTP: Yes
Rental: Yes
Days to repair estimated ( )

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				2,472.42
Body Labor	25.7 hrs	@	$ 68.00 /hr	1,747.60
Paint Labor	11.3 hrs	@	$ 68.00 /hr	768.40
Paint Supplies	11.3 hrs	@	$ 47.00 /hr	531.10
Miscellaneous				25.00
Subtotal				5,544.52
Sales Tax	$ 5,544.52	@	7.0000 %	388.12
Grand Total				**5,932.64**
Deductible				500.00
CUSTOMER PAY				**500.00**
INSURANCE PAY				**5,432.64**

RO Number: 38246

2018 FORD Explorer XLT 4WD 4D UTV 6-3.5L Gasoline Sequential MPI Red

SUPPLEMENT SUMMARY

Line			Oper	Description	Part Number	Qty	Extended Price $		Labor	Paint
Changed Items										
25	*		Sect	LT Quarter panel cut in window opening	FB5Z7827841B	1	-1,740.57		-15.4	-3.0
				NOTE: HOURS REMOVED FOR SUBLET GLASS R&I						
27	*	S01	Sect	LT Quarter panel cut in window opening	FB5Z7827841B	1	1,740.57		16.4	3.0
				NOTE: HOURS REMOVED FOR SUBLET GLASS R&I We removed glass so sublet was a bit lower than normal. Added a bit of time back in.						
32	#		Subl	R/I Glass + Urethane		1	-0.01			
34	#	S01	Subl	R/I Glass		1	100.00			
42	#			Cauk/Seam Sealer		1	-45.00			
43	#	S01		Cauk/Seam Sealer		1	43.62			
Deleted Items										
13			R&I	LT Applique					-0.3	
37	**VEHICLE DIAGNOSTICS**									
38	*		Subl	Calibrate rear radar sensor		1	-0.01	m		
43	#		Subl	POST SCAN DIAGNOSIS		1	-0.01			
44	#		Rpr	POST SCAN DIAGNOSIS					-0.5	
Added Items										
1	**ROOF**									
2		S01	R&I	LT Roof rail					0.5	
24		S01	Repl	LT Applique	BB5Z78255A35AA	1	95.05		0.3	
35	#	S01	Repl	Glass Install Kit		1	25.00	T		
44	**	S01	Repl	A/M Panel Bonding		1	47.18			
45	#	S01	Rpr	POST SCAN DIAGNOSIS					0.5	
					SUBTOTALS		**265.82**		**1.5**	**0.0**

TOTALS SUMMARY

Category	Basis		Rate	Cost $
Parts				240.82
Body Labor	1.5 hrs	@	$ 68.00 /hr	102.00
Miscellaneous				25.00
Subtotal				367.82
Sales Tax	$ 367.82	@	7.0000 %	25.75
Total Supplement Amount				**393.57**
NET COST OF SUPPLEMENT				**393.57**

RO Number: 38246

2018 FORD Explorer XLT 4WD 4D UTV 6-3.5L Gasoline Sequential MPI Red

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate		5,539.07	Timothy Then
Supplement S01		393.57	Timothy Then
Job Total:	**$**	**5,932.64**	
CUSTOMER PAY:	**$**	**500.00**	
INSURANCE PAY:	**$**	**5,432.64**	

WARRANTY VALID ONLY WITH ORIGIONAL COPY OF YOUR RECEIPT PARTS SUBJECT TO INVOICE NO GUARANTEE ON RUST ALL PARTS NEW, UNLESS OTHERWISE NOTED

HIRING AUTO BODY TECHNICIANS! OFFERING TOP FLAT RATE PAY!

Have a high schooler interested in becoming a body technician or painter?
ASK ABOUT OUR TUTION REIMBURSMENT PROGRAM!
CONTACT: Taylor Weber at tweber@abraauto.com

All supplements must be pre-approved by Travelers.

Supplement repair charges may be subject to rejection unless approved by Travelers prior to repairs.

This instrument is a damage estimate only and not an acceptance of liability or authorization to repair.

Repair must be pre-authorized by the vehicle owner.

Vehicle owner maintains the right to repair vehicle at a repair facility of their choice.

Please present this estimate to the repair facility prior to repairs.

Necessary Information for Photograph and Video Estimates (READ CAREFULLY):
This estimate may have been completed based wholly or in part using photographs and/or video. Because of the use of photographs and video, this estimate may not be complete, as there could be hidden damage. You should provide this estimate to the shop of your choice prior to commencement of work. If your shop finds additional damages or undiscovered damages, Travelers will work with your repairer to assess the appropriate scope of work. Your shop is instructed in this estimate to contact Travelers through its supplement process and the damages they discover must be reviewed and approved prior to repairing the vehicle In the event that you are not repairing your vehicle and believe that our estimate does not account for all of your damages, please contact your Claim professional to discuss and address your concerns and options.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. ANY WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THESE PARTS RATHER THAN THE MANUFACTURER OF YOUR VEHICLE.

RO Number: 38246

2018 FORD Explorer XLT 4WD 4D UTV 6-3.5L Gasoline Sequential MPI Red

WARRANTY VALID ONLY WITH ORIGIONAL COPY OF RECEIPT. PARTS SUBJECT TO INVOICE. NO GUARANTEES ON RUST. ALL PARTS NEW, UNLESS OTHERWISE SPECIFIED.

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Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2MF16, CCC Data Date 02/16/2026, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2024 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:
m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:
D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:
Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. CFC=Carbon Fiber. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. STS=Stainless Steel. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

RO Number: 38246

2018 FORD Explorer XLT 4WD 4D UTV 6-3.5L Gasoline Sequential MPI Red

CCC ONE Estimating - A product of CCC Intelligent Solutions Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

RO Number: 38246

2018 FORD Explorer XLT 4WD 4D UTV 6-3.5L Gasoline Sequential MPI Red

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
30	KEYSTONE-9615	#FO1790114C	$ 55.00
	2400 KERPER BLVD., SUITE E100A	A/M CAPA LT Wheel opng mldg	
	DUBUQUE IA 52001	Quote: 3256490711	
	563-556-5030	Expires: 01/25/26	

Tusdee Blus

From: LNUNES@travelers.com
Sent: Monday, April 13, 2026 3:26 PM
To: Tusdee Blus
Subject: Financials for JHV0852 - 000 FILE LEVEL - The Standard Fire Insurance Company

Follow Up Flag: Follow up
Flag Status: Flagged

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Allow sender | Block sender | Report

Proof of payment

Financial Detail

Claim:

JHV0852 - 000 FILE LEVEL

Selection Criteria

Selected Grouping by: **Payment Type**

Date Range: **12/16/2025 To 03/06/2026**

Financial Summary

Summary

Payment Type	Incurred	Gross Paid	Credit	Net Paid	Outstanding Reserves
Indemnity	$6,551.00	$5,982.67	$0.00	$5,982.67	$568.33
Total	**$6,551.00**	**$5,982.67**	**$0.00**	**$5,982.67**	**$568.33**

Payment Detail

Summary

Coverage	Clmt Nbr	Amount	Reference Number	Payee	Input Date	From	To	Bill Control Number
COLL - Collision	001	$5,432.64	883H-0035239209	ABRA - DUBUQUE	03/04/2026			
RR - Rental Reimbursement	001	$550.03	EFT07-0008401750	ENTERPRISE RAC	02/17/2026	1/27/2026	2/10/2026	
Total		**$5,982.67**						

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April 20, 2026

City of Dubuque
City Council

CONSENT ITEMS # 3.

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

ATTACHMENTS:

1. Memo Council for 2026_04_20
2. Approving Expenditures Resolution 2026_04_20
3. 04-22-2026_Approvals

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Expenses Submitted for City Council Approval

DATE: April 14, 2026

Finance is submitting the following expenses to City Council for approval at the April 20, 2026, meeting. Payments on these expenses will be made on April 22, 2026.

In addition, Finance is submitting expenses paid since April 8, 2026, to City Council for review. The payments for these claims were approved either by prior City Council action or meet the criteria as an exemption to prior City Council approval.

Pursuant to Iowa Code §372.13A *Payments without prior authorization of council*, all expenses are submitted to City Council for approval before payment, except if approved by prior City Council action or are exempt under City Council Resolution No. 334-19.

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

RESOLUTION NO.

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

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

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

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

Whereas, the City Council of the City of Dubuque has heretofore, by Resolution 334-19 adopted September 16, 2019, authorized the Chief Financial Officer-City Treasurer to issue checks in payment of certain expenditures known as Exception Expenditures prior to City Council approval and such list is attached hereto.

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

Section 1. The Chief Financial Officer-City Treasurer is hereby authorized to issue payment for goods and services provided for City purposes in response to the purchase orders and contracts issued in compliance with state and municipal code requirements as requested by designated requisitioning authorities in accordance with approved budget appropriations.

Section 2. In accordance with Iowa Code Section 372.13(6), the City Clerk and Chief Financial Officer are hereby authorized and directed to provide the statement of receipts and disbursements to the City Council, and to publish a summary thereof.

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

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

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

COUNCIL APPROVAL

PAYDATE 04-22-2026

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
1ST AYD CORP	$ 213.20	Janitorial Supplies - JOTC Garage
563 DESIGN PLLC	3,443.75	Annex Remodel consultant
ADDOCO INC	1,092.00	MULCH FOR GREENHOUSE AREAS
AIR VACUUM CORPORATION	1,560.00	ST3-Air Vac Filters for apparatus floor
AIRGAS USA LLC	11.16	Medical Oxygen for Ambulances
AIRGAS USA LLC	1.86	Medical Oxygen for Ambulances
AIRGAS USA LLC	3.30	Medical Oxygen for Ambulances
AIRGAS USA LLC	3,732.48	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	16.70	Medical Oxygen for Ambulances
AIRGAS USA LLC	3,368.02	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,444.65	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	2,398.51	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,383.56	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,526.09	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,422.83	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,365.25	Liquid Oxygen for the WRRC - FY26
AIRGAS USA LLC	3,514.11	Liquid Oxygen for the WRRC - FY26
ALLIANT ENERGY	117.68	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	33.82	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	260.78	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	145.86	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	42.78	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	248.99	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	255.68	ELECTRIC BILLS FOR FY26
ALLIANT ENERGY	97.36	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	3,278.45	FY 2026 Energy Costs for Various Locations
ALLIANT ENERGY	78.06	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	65.42	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	849.62	FY26 W 5th Restroom Electricity
ALLIANT ENERGY	151.65	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	26.68	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	354.86	FY26 Electric Traffic & Street Lights
ALLIANT ENERGY	198.20	FY26 Electric Traffic & Street Lights
ALTORFER INC	157.64	UNIT: JULE GENERATOR - 3/24/2026
AMERICAN MARINE	717.33	Spring Maintenance on Fire Boat
Ann Marie Jannette	1,206.51	Travel Reimb IAOHRA
AREA RESIDENTIAL CARE	126.81	Franchise Fee FY26
AREA RESIDENTIAL CARE	342.63	Franchise Fee FY26
AREA RESIDENTIAL CARE	207.44	Franchise Fee FY26
AREA RESIDENTIAL CARE	104.05	Franchise Fee FY26
AREA RESIDENTIAL CARE	218.26	Franchise Fee FY26
Ascendance Trucks LLC	517.50	UNIT #2691 Service on Bus 3/06/26
Ascendance Trucks LLC	89.78	UNIT #3223 - FITTING - 4/3/2026
AT&T Mobility National Accounts, LLC	993.22	AT&T FirstNet - 03/01/26-03/28/26
BALL HORTICULTURAL COMPANY	405.65	PLUGS FOR GREENHOUSE
BB MURALS	1,000.00	AOTR 2026-2027 Exhibiting Artist – Lumenfly
BLACK HILLS/IOWA GAS UTILITY CO	185.88	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
BLACK HILLS/IOWA GAS UTILITY CO	662.72	Intermodal Gas March 26
BLACK HILLS/IOWA GAS UTILITY CO	355.31	FY26-UTILITY EXPENSE -GAS FOR 6 STATIONS
BLACK HILLS/IOWA GAS UTILITY CO	1,451.66	Locust Ramp Electricity FY26
BLACKSTONE AUDIO BOOKS	77.88	CD Audio Books for Library Collection
BluePath Finance FC IV LLC	1,427.78	UTILITY EXPENSE - ELECTRICITY
Book Farm LLC	771.84	Children's books for collection
Book Farm LLC	1,690.80	Children's books for collection
Boomerang Corp	3,600.00	Storm Sewer Repair
BUTT'S FLORIST & GREENHOUSE	55.00	FY26 WEEKLY FLOWER ARRANGEMENTS
CALLAWAY GOLF SALES COMPANY	158.68	GOLF CLUB FOR STORM

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
CENTER POINT INC	430.29	Large print books for circulating collection
CHEMSEARCH	289.45	LF Inside Out, 2x2.5GL,NAC FE 03/03/26
Chris Wubbena	1,000.00	AOTR 2026-2027 Exhibiting Artist – Action Reaction
CINTAS CORP	165.64	Mats, Cloths, shop towels JOTC FY26
CINTAS CORP	589.18	Rugs/Towels for the WRRC-FY26
CINTAS CORP	45.07	Cleaning Supplies / Mats - Intermodal - FY26
CINTAS CORP	522.49	Various Maintenance - FY26
CINTAS CORP	221.57	Floor Mat Service
CINTAS CORP	141.81	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	179.84	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	35.00	Floor Mat Service
CINTAS CORP	212.66	Various Maintenance - FY26
CINTAS CORP	141.81	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	197.12	FY2026 BLANKET PO - UNIFORMS
CINTAS CORP	35.00	JANITORIAL SUPPLIES FOR BUNKER GOLF
CINTAS CORP	589.18	Rugs/Towels for the WRRC-FY26
CINTAS FIRST AID & SAFETY	130.99	FIRST AIDE CABINET RESTOCKED
CL SMITHCO	6,544.37	LF-Liner, Poly Drum, and Pallets 04/01/26
COBRA PUMA GOLF	(520.00)	MERCHANDISE FOR PRO SHOP
COBRA PUMA GOLF	844.43	MERCHANDISE FOR PRO SHOP
COMMUNICATIONS ENGINEERING CO	282.00	Install of Parking ramp Switches
COMMUNICATIONS ENGINEERING CO	70,574.55	City of Dubuque - IT - Wireless Network Refresh
CONLON CONSTRUCTION CO	1,902.00	Refund for overpayment for permit BPC26-000005
CONNER M HERKELMAN	60.00	BASKETBALL OFFICIALS-ALUMNI TOURNAMENT
Connor Mosele	90.00	BASKETBALL OFFICIALS-ALUMNI TOURNAMENT
CONSTELLATION NEW ENERGY GAS DIV	6,361.12	Utility gas for library
Cooper Grams	150.00	BASKETBALL OFFICIALS-ALUMNI TOURNAMENT
Cornerstone Government Affairs, Inc	7,500.00	March-May Gov Affairs & Consulting
Corrpro Companies, Inc.	4,498.00	Upper BB Survey
CRAWFORD HEATING AND COOLING CO INC	5,341.00	COMPRESSOR AND BLOWER MOTOR ISSUES
CRAWFORD HEATING AND COOLING CO INC	2,315.00	COMPRESSOR AND BLOWER MOTOR ISSUES
DAVIS EQUIPMENT CORP.	222.96	MOWER PARTS
Derrick Johnson	240.00	BASKETBALL OFFICIALS-ALUMNI TOURNAMENT
Dinges Partners Group	280.08	Bunker Gear Repair
District 20 Supply Co	421.00	Custodial Staff Uniforms
DITTMER RECYCLING INC	75.61	Confidential Shredding
DITTMER RECYCLING INC	50.21	Confidential Shredding
DITTMER RECYCLING INC	50.18	Confidential Shredding
DITTMER RECYCLING INC	150.00	FY2026 BLANKET PO - SVC TRASH AND RECYCLING CHARGE
DITTMER RECYCLING INC	443.52	Landfill Fees - 20 yrd/2 yrd - FY26
DITTMER RECYCLING INC	25.00	MSC- Document Shredding 3/10/26
DITTMER RECYCLING INC	978.98	Blanket Refuse-Comingled Recycling
DUBUQUE AREA CHAMBER OF COMMERCE	2,800.00	2026 Dubuque Night in Des Moines
DUBUQUE COMMUNITY SCHOOL DIST	414.00	CUSTODIAL FEES FOR ALUMNI BASKETBALL TOURNAMENT
DUBUQUE COUNTY ABSTRACT & TITLE	625.00	#33366
DUBUQUE HOSE & HYDRAULICS	110.06	UNIT #4008 - HOSES/HOSE PARTS - 4/1/2026
DUBUQUE HOSE & HYDRAULICS	37.35	UNIT #2710 - RECOIL THREAD KIT - 4/1/2026
DUBUQUE HOSE & HYDRAULICS	432.71	UNIT #2710 - HOSES/HOSE PARTS - 4/3/2026
DUBUQUE HOSE & HYDRAULICS	30.29	UNIT #540000 - COUPLER, PAINT, GASKET - 4/3/2026
DUBUQUE HOSE & HYDRAULICS	53.37	UNIT #3207 - TUBING - 4/6/2026
DUBUQUE HOSE & HYDRAULICS	195.64	UNIT #3222 - RMR,ELBW,TUBE - 4/7/2026
DUBUQUE HOSE & HYDRAULICS	252.80	UNIT#3246V- Caster Swivel 6x2 Thermoplastic 4/10/2
DUBUQUE HOSE & HYDRAULICS	118.37	UNIT#2562-Spas Galv 3/4" 4-3/4T Screw Pin 4/13/26
DUBUQUE RACING ASSOCIATION LTD	54.45	DRA Board Mtg/Exec Committee meeting catering
DUBUQUE SIGN COMPANY	85.00	STENCIL FOR FUEL NUMBER-ASSET TANK
DUBUQUE SIGN COMPANY	90.00	SIGNAGE FOR PAVILION RULES
Ed Gau	150.00	BASKETBALL OFFICIALS-ALUMNI TOURNAMENT
ENGRAVED GIFT COLLECTION LLC	129.00	TROPHIES-BASKETBALL ALUMNI
ENVIROTECH SERVICES INC	4,891.70	Street- 1089 LIQ CALC CHL 32% 12/11/25
EUROFINS ENV TESTING NORTH CENTRAL	1,111.40	Lab Fees for FY26 (remainder)

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
EUROFINS ENV TESTING NORTH CENTRAL	192.60	Lab Fees for FY26 (remainder)
FEDEX	12.01	Fed X Shipping Fee-LSL PROJ-WATER Sample - Lead
Floratine Central Turf Products	160.95	TINES- PARTS FOR EQUIPMENT
FOUNTAIN OF YOUTH PROGRAM	15,750.00	FY2026 COS foy
GARRATT-CALLAHAN COMPANY	600.00	Monthly Water Treatment - Dec-June FY26
Gavin Sarvis	240.00	BASKETBALL OFFICIALS-ALUMNI TOURNAMENT
GEISLER BROTHERS COMPANY	165.00	Service Call - Intermodal Facility
GEISLER BROTHERS COMPANY	116.00	Service Call - Intermodal Facility
GENUINE PARTS COMPANY INC	92.22	UNIT #3456 - ANTIFREEZE - 3/19/2026
GENUINE PARTS COMPANY INC	(149.38)	GARAGE - STOCK FILTER - 3/16/2026
GENUINE PARTS COMPANY INC	118.11	UNIT #3456 - FILTERS/GLASS CLEANER - 3/26/2026
GENUINE PARTS COMPANY INC	9.58	UNIT #3463 - FUEL SYSTEM CLEANER - 3/27/2026
GENUINE PARTS COMPANY INC	256.67	GARAGE - STOCK - 4/1/2026
GENUINE PARTS COMPANY INC	176.71	GARAGE - SHOP USE - 4/1/2026
GENUINE PARTS COMPANY INC	39.33	GARAGE - STOCK FILTERS - 4/1/2026
GENUINE PARTS COMPANY INC	105.11	GARAGE - STOCK FILTER - 4/2/2026
GENUINE PARTS COMPANY INC	85.12	GARAGE - STOCK FLUIDS - 4/2/2026
GENUINE PARTS COMPANY INC	441.84	GARAGE - STOCK FLTRS,OIL,BULB - 4/7/2026
GENUINE PARTS COMPANY INC	(49.33)	GARAGE - STOCK FILTERS - 1/14/2026
GENUINE PARTS COMPANY INC	360.77	GARAGE - STOCK FLTRS 04/10/26
GIESE SHEET METAL CO INC	281.25	MSC- Air Flow Problem, Offices 40 Deg 3/31/26
GILLIG LLC	404.00	UNIT #2682 - RELAY VALVE, LED - 4/3/2026
GILLIG LLC	427.25	UNIT #2682 - VALVE,NUT,LAMP - 4/6/2026
GILLIG LLC	201.02	GARAGE - STOCK - GILLIG - 4/7/2026
GILLIG LLC	552.00	GARAGE - STOCK - GILLIG- 04/09/26
GRAINGER INC	111.92	Pipe Jackets Fed Bldg
GRAYMONT WESTERN LIME INC	5,514.12	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,386.92	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
GRAYMONT WESTERN LIME INC	5,422.96	FY2026 BLANKET PO - HIGH CALCIUM QUICKLIME
HACH CHEMICAL COMPANY	823.20	LABORATOY SUPPLIES USED FOR SAMPLING
HDR ENGINEERING INC	1,382.84	Waste Minimization Report Consultant
HDR ENGINEERING INC	10,649.76	DMASWA TO 20 - Horiz Exp Permitting
HDR ENGINEERING INC	25,580.85	C9AAP2 Engineering
HDR ENGINEERING INC	28,519.10	LF- Annual Engineering Services FY25
HDR ENGINEERING INC	141,385.88	HDR - OMLS Middle Fork Phase 3 Design Contract
HDR ENGINEERING INC	2,486.30	Grant Negotiation Support
HDR ENGINEERING INC	5,645.00	Sanitary Sewer Asset Mgmt Plan
HDR ENGINEERING INC	9,966.25	Sanitary Sewer Asset Mgmt Plan
HDR ENGINEERING INC	3,110.00	Sanitary Sewer Asset Mgmt Plan
HDR ENGINEERING INC	18,020.70	Sanitary Sewer Asset Mgmt Plan
HENDERSON PRODUCTS INC	1,297.18	GARAGE - STOCK - STREETS - 4/8/2026 (2)
HENDERSON PRODUCTS INC	1,297.18	GARAGE - STOCK - STREETS - 4/8/2026
HENDRICKS FEED & SEED CO INC	319.35	landscape cover for house demo 6505 Penn
HENRY SCHEIN INC	418.31	IV Training Arm for EMS
HODGE COMPANY	17,992.03	FY26 Data Center Rent and Expenses
HORNUNG'S GOLF PRODUCTS, INC.	29.95	PRO SHOP ITEMS
HORNUNG'S GOLF PRODUCTS, INC.	51.95	PRO SHOP ITEMS
HORNUNG'S GOLF PRODUCTS, INC.	175.37	SPECIAL ORDER GRIPS
Howmedica Osteonics Corp	226.25	3 Year Procare Maintenance Agreement on Powerloads
Howmedica Osteonics Corp	100.50	Various Medical Supplies
Howmedica Osteonics Corp	734.40	Various Medical Supplies
HOYNE LANDSCAPING & SNOW PLOWING	887.50	2025-2026 Snow/Ice Removal From Public Sidewalks
HOYNE LANDSCAPING & SNOW PLOWING	640.50	2025-2026 Snow/Ice Removal From Public Sidewalks
HOYNE LANDSCAPING & SNOW PLOWING	1,633.50	2025-2026 Snow/Ice Removal From Public Sidewalks
HOYNE LANDSCAPING & SNOW PLOWING	891.00	2025-2026 Snow/Ice Removal From Public Sidewalks
HOYNE LANDSCAPING & SNOW PLOWING	1,741.00	2025-2026 Snow/Ice Removal From Public Sidewalks
HOYNE LANDSCAPING & SNOW PLOWING	1,591.00	2025-2026 Snow/Ice Removal From Public Sidewalks
HOYNE LANDSCAPING & SNOW PLOWING	1,221.50	2025-2026 Snow/Ice Removal From Public Sidewalks
HOYNE LANDSCAPING & SNOW PLOWING	552.00	2025-2026 Snow/Ice Removal From Public Sidewalks
HOYNE LANDSCAPING & SNOW PLOWING	92.00	2025-2026 Snow/Ice Removal From Public Sidewalks

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
HOYNE LANDSCAPING & SNOW PLOWING	393.50	2025-2026 Snow/Ice Removal From Public Sidewalks
HUPP ELECTRIC MOTORS	3,408.94	Repair Centrifuge Room Hoist
I & S Group, Inc.	165.00	Prof Svcs - Pretreatment Program Assistance
IMWCA	2,500.00	Work Comp Quarterly Fees - Third Party Admin-Qtr 4
IMWCA	15,509.12	TPA payments - February 2026
INGRAM LIBRARY SERVICES INC.	330.92	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	214.11	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	605.11	Children's books for collection
INGRAM LIBRARY SERVICES INC.	255.07	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	485.25	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	495.38	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	117.31	Children's books for collection
INGRAM LIBRARY SERVICES INC.	19.48	Teen/Young Adult Materials for Collection
INGRAM LIBRARY SERVICES INC.	92.49	Children's books for Outreach - Bright Beginnings
INGRAM LIBRARY SERVICES INC.	307.95	Children's books for collection
INGRAM LIBRARY SERVICES INC.	115.32	Teen/Young Adult Materials for Collection
INGRAM LIBRARY SERVICES INC.	29.22	Children's books for Outreach - Bright Beginnings
INGRAM LIBRARY SERVICES INC.	230.25	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	20.25	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	54.60	Children's books for collection
INGRAM LIBRARY SERVICES INC.	58.48	Teen/Young Adult Materials for Collection
INGRAM LIBRARY SERVICES INC.	63.74	Children's books for Outreach - Bright Beginnings
INGRAM LIBRARY SERVICES INC.	376.96	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	54.60	Children's books for collection
INGRAM LIBRARY SERVICES INC.	244.94	Teen/Young Adult Materials for Collection
INGRAM LIBRARY SERVICES INC.	279.95	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	118.67	Circulating materials for Adult library collection
INGRAM LIBRARY SERVICES INC.	43.80	Circulating materials for Adult library collection
IOWA DEPARTMENT OF HUMAN SERVICES	102,368.14	GEMT Claims for April 2026
IOWA KENWORTH INC	(228.80)	STOCK 12/4/2025
IOWA KENWORTH INC	(1,320.75)	UNIT #2683 - WO9596 - PARTS 2/28/2026
IOWA KENWORTH INC	843.51	UNIT #2682 - NOX SENSORS - 4/2/2026
IOWA KENWORTH INC	844.97	UNIT #2680- Nitrogen Ox Sensors 4/11/26
IOWA ONE CALL	278.50	Iowa One Call Utility Locates
J & R SUPPLY COMPANY	1,250.00	metal detector for survey
JA-MAR PATTERN INC	1,260.00	FILTER ROLLER TENSION ASSEM.FOR SLUDGE PLANT
JAMES J GRAVES	300.00	UNIT# 110021- Vinyl Letters Pas Side back door
JQ Construction LLC	56,172.31	LEAD SERVICE LINE REPO. PROJ-PHASE 1 CONSTRUCTION
KAFER LAWN CARE LLC	2,275.00	Street- Snow Removal 2026
KAFER LAWN CARE LLC	2,100.00	Street- Snow Removal 2026
KAFER LAWN CARE LLC	1,050.00	Street- Snow Removal 2026
KAFER LAWN CARE LLC	943.75	Street- Snow Removal 2026
KEELEY RESTORATION SERVICES LLC	544,547.72	2025 Repair and Maintenance Iowa Street Parking Ra
KEELEY RESTORATION SERVICES LLC	226,733.06	2025 Repair and Maintenance Iowa Street Parking Ra
KENNETH J MEYER	145.00	CL - ADMIN SAFETY (GLOVES) - 4/6/2026
KMDE LLC	2,994.84	MSC Solar Production- MARCH 2026
KONE INC	46,212.00	City Hall Elevator Repair
KRAEMERS WATER STORE INC	63.25	Bottled Water Service for Landfill 03/31/26
Kristin Garnant	1,000.00	AOTR 2026-2027 Exhibiting Artist – Cohesive N
Kwik Trip Inc	6,162.70	Monthly Fuel Charges Acct #00557404: MAR 2026
Kwik Trip Inc	9,337.00	Kwik Trip Seippel Airborne Trail Reimbursement
LAMAR TEXAS LIMITED PARTNERSHIP	420.00	Seasonal Employee Recruitment-Parks & Rec
LAMAR TEXAS LIMITED PARTNERSHIP	420.00	Seasonal Employee Recruitment billboards
LEISURE SERVICES REFUNDS	42.00	REFUND FOR TERRACE ROOM PAVILION
LIME ROCK SPRINGS CO	453.70	FY26 BEVERAGE CONTRACT
LINDSEY JELINEK	1,000.00	AOTR 2026-2027 Exhibiting Artist – The Key to D
LOGAN CONTRACTORS SUPPLY INC	9,886.00	St- 3/4"x18" Dowel and 55 gal Citrus and Ultrabond
LOVELACE FARMS INC	2,681.60	TREES FOR BRANCHING OUT DUBUQUE GRANT
LUCAS DELANEY	1,000.00	AOTR 2026-2027 Exhibiting Artist – Topography
MACQUEEN EQUIPMENT GROUP	295.70	GARAGE - STOCK RUBBISH - 3/30/2026

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
MACQUEEN EQUIPMENT GROUP	1,642.09	UNIT #2704 - SLEEVE,HOSE,HOSE END - 4/7/2026
MACQUEEN EQUIPMENT GROUP	398.52	UNIT #4007 - VARIOUS PARTS - 4/10/2026
MACQUEEN EQUIPMENT GROUP	123.51	GARAGE - STOCK - RUBBISH - 04/10/2026
MACQUEEN EQUIPMENT GROUP	2,302.28	Globe Shadow Pull On Fire Boots for New Hires
Mark E Ricke	1,000.00	AOTR 2026-2027 Exhibiting Artist – Solitude
Mark V Hall	1,000.00	AOTR 2026-2027 Exhibiting Artist – Avenue Dream
MARTIN EQUIPMENT OF IL INC	77.03	UNIT#3452 - END BIT - 3/16/2026
MARTIN EQUIPMENT OF IL INC	(53.10)	UNIT#3472 - BEARINGS, INSERTS - 3/18/2026
MARTIN EQUIPMENT OF IL INC	2,387.81	UNIT#3455 - GUARD - 3/31/2026
MARTIN EQUIPMENT OF IL INC	22.22	UNIT#3476 - BREATHER/VENT - 4/1/2026
MARTIN EQUIPMENT OF IL INC	2,993.13	UNIT#3456 - DOOR - 4/1/2026
MARTIN EQUIPMENT OF IL INC	20.59	UNIT#3476 - CLAMP - 4/2/2026
MARTIN EQUIPMENT OF IL INC	174.56	UNIT#4006 - COOL GARD - 4/3/2026
MARTIN EQUIPMENT OF IL INC	55.04	UNIT#3455 - PAINT - 4/6/2026
MARTIN EQUIPMENT OF IL INC	406.10	GARAGE - STOCK FILTERS/ORING - 4/6/2026
MARTIN EQUIPMENT OF IL INC	82.15	UNIT#3456 - WIRING HARNESS - 4/7/2026
MARTIN EQUIPMENT OF IL INC	347.88	UNIT#3297 - ELBW,STOP,ORINGS - 4/7/2026
MARTIN EQUIPMENT OF IL INC	39.77	Equipment Parts house demo 6505 Penn
MARTIN EQUIPMENT OF IL INC	898.15	UNIT#3471 - FILTERS - 4/8/2026
MARTIN EQUIPMENT OF IL INC	245.85	UNIT#3453 - BOLTS/WASHERS - 4/8/2026
MARTIN EQUIPMENT OF IL INC	245.85	UNIT#3456 - BOLTS/WASHERS - 4/8/2026
MARTIN EQUIPMENT OF IL INC	1,181.34	UNIT#3456 - Snap Ring, Bushings, and Pins 4/10/26
MEDIACOM	256.90	FY26 INTERNET FOR POD MARINA
MEDICAL ASSOCIATES CLINIC PC	5,856.00	New Hire Physicals
MEDICAL ASSOCIATES CLINIC PC	5,214.00	pre-employ screening, phys, vaccine, drug/alcohol
MIDWEST TAPE LLC	449.10	Adult DVDs, BluRays, CDs for Collection
MIDWEST TAPE LLC	429.44	Adult DVDs, BluRays, CDs for Collection
MIKE FINNIN FORD LLC	86.73	UNIT #2618 - SENSOR ASY - 4/1/2026
MIKE FINNIN FORD LLC	95.88	GARAGE - STOCK FLUIDS - 4/7/2026
MIKE FINNIN FORD LLC	54.95	UNIT #110002 - WINDOW SWITCH - 4/8/2026
MIKE FINNIN FORD LLC	1,020.58	GARAGE - STOCK - POLICE - 4/8/2026
MIKE FINNIN FORD LLC	4.39	GARAGE - STOCK POLICE/ SEAL 04/11/26
MILLWORK HOTEL ASSOCIATES LLC	1,264.08	324 Chappel Ct Relocation LHH '21
MILLWORK HOTEL ASSOCIATES LLC	1,236.08	390 Glen Oak - Relocation - LHH'24
MIRACLE CAR WASH CORP	35.51	0904 truck wash
MI-T-M EQUIPMENT SALES & SERVICE	101.76	GARAGE - BIN FILL - WASH BAY - 4/8/2026
MOBOTREX INC	864.00	Traffic Signal Components
MODUS ENGINEERING, LTD	7,184.00	EAGLE POINT WTP BOILER REPLACEMENT PROJECT
MORRISON BROTHERS CO	790.33	Sewer- 12" Channel and 2" Angle 03/13/26
MPH INDUSTRIES INC	2,321.63	Python 3 FS Remote & Tuning Fork
MSA PROFESSIONAL SERVICES INC	81.50	GREYHOUND PK RD WATER MAIN LOOP PROJECT
MSA PROFESSIONAL SERVICES INC	243.75	GREYHOUND PK RD WATER MAIN LOOP PROJECT
MULGREW OIL COMPANY	1,428.74	LF-# 2 PRM DYED WNTR DSL ULS15PPM 3/3/26
MULGREW OIL COMPANY	624.92	UNLEADED GAS FOR BHGC
MULGREW OIL COMPANY	32,659.20	GARAGE - FUEL ISLAND REFILL (DIESEL)- 4/7/2026
MULGREW OIL COMPANY	26,237.93	GARAGE - FUEL ISLAND REFILL - 4/7/2026
MUNICIPAL COLLECTIONS OF AMERICA IN	1,335.99	Collection Fees for Utility Billing
Natheniel Pierce	1,000.00	AOTR 2026-2027 Exhibiting Artist – Spiritcycle
NORTHEAST IOWA COUNCIL	630.00	Yearly Registration Fee for Explorer Program
One Step, Inc	183.81	Bus Routing / Time off Request forms
Online Solutions LLC	80,400.00	Annual billing for Citizenserve user subscriptions
O'REILLY AUTOMOTIVE INC	36.28	UNIT #130019 - BLUEDEF - 3/31/2026
O'REILLY AUTOMOTIVE INC	(100.00)	UNIT #2562 - BRACKTED CAL - 3/24/2026
O'REILLY AUTOMOTIVE INC	31.47	UNIT #3411 - CLT PLT BRG - 3/31/2026
O'REILLY AUTOMOTIVE INC	31.08	GARAGE - STOCK SPARK PLUGS - 4/1/2026
O'REILLY AUTOMOTIVE INC	7.93	UNIT #130012 - WO9260 - OIL FILTER 4/1/2026
O'REILLY AUTOMOTIVE INC	60.38	UNIT #3220 Battery 4/10/26
ORIGIN DESIGN CO	514.50	Kerper Lift Station Consulting Engineering
OVERDRIVE INC	144.40	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	205.96	Downloadable Ebooks and EAudio for Adult Collectio

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
OVERDRIVE INC	850.38	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	1,260.25	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	257.49	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	467.46	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	1,470.37	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	654.65	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	963.17	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	95.00	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	1,477.08	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	1,038.74	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	773.34	Downloadable Ebooks and EAudio for Adult Collectio
OVERDRIVE INC	1,500.00	Downloadable Ebooks and EAudio for Adult Collectio
OVERHEAD DOOR COMPANY	211.00	ST2-Overhead Door Maintenance
Paradigm Software, LLC	7,816.20	DUIA- Annual Standard Support 03/2026-02/2027
Patrick Quarnstrom	165.00	BASKETBALL OFFICIALS-ALUMNI TOURNAMENT
Policy Confluence, Inc.	8,610.00	Balancing Act Software Bundle
Poly Vinyl Roofing, Inc.	230,925.96	EAGLE POINT WTP ROOF REHABILITATION PROJECT
RACOM CORPORATION	780.00	Cradle Point Install on Engine 3
RACOM CORPORATION	112.50	Parking admin Radio Charging Dock
RILCO, Inc	420.00	Def Bulk
RILCO, Inc	4,657.25	GARAGE - BULK FLUIDS - 3/11/2026
RIVER CITY STONE	3,303.76	CY2025 Stone - Final
RIVER CITY STONE	210.06	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	380.55	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	153.00	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	647.67	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	234.72	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
RIVER CITY STONE	271.80	FY2026 BLANKET PO - ROCK/STONE FILL FOR WATER MAIN
Robert Kloskowski	959.60	rechargable safety lights
ROCHESTER ARMORED CAR CO INC	418.38	DMASWA armored car service (Blanket)
Rock Valley Physical Therapy	2,132.00	Physicals for Fire Employees
ROUSSELOT INC	747.35	Franchise Fee FY26
RTN Publishing Company	388.00	Ad in Julien's Journal Summer Employment
SADLER POWER TRAIN INC	88.05	UNIT #4911 1/2" Nylon Air Tubing Foot/ LED ID Bar
SAFEGUARD BUSINESS SYSTEMS INC	352.79	Art @ your library Postcards - April/May 2026
SAFEGUARD BUSINESS SYSTEMS INC	516.52	4000 windowed library envelopes self sealing
SAIKI DESIGN INC	4,925.00	COMISKEY PARK -PHASE 2
SEDONA STAFFING	1,167.25	Temporary Lab Tech - FY26
SEDONA STAFFING	1,624.00	Temporary Lab Tech - FY26
SEDONA STAFFING	1,624.00	Temporary Lab Tech - FY26
SEDONA STAFFING	1,624.00	Temporary Lab Tech - FY26
Sewer AI Corporation	90.00	Auto Code Services Sewer AI
SOFTCHOICE CORPORATION	9,024.84	Adobe software for Eng
STEEL MART	46.04	UNIT#3246V- 1 1/2 x 16 SO T-he 1/24/26
STEELE AUTO LLC	384.40	UNIT #4006 - SERVICE - 4/6/2026
STRAND ASSOCIATES INC	6,862.40	Granger Creek Pumping Station Design
STRAND ASSOCIATES INC	33,913.60	Old Mill Rd Pumping Station
TERRACON CONSULTANTS INC	697.44	Terracon Task Order Amphitheater
TERRACON CONSULTANTS INC	21,003.75	Catfish Creek Interceptor South Fork Phase 4
TERRACON CONSULTANTS INC	21,950.25	Catfish Creek Interceptor Middle Fork Phase 3
THE DUBUQUE ADVERTISER	950.00	Ads-Parks/Rec seasonal recruitment
THE DUBUQUE ADVERTISER	384.00	Ad invitation 11/12/25 Budget Public Input meeting
THE FISCHER COMPANIES	80.00	Parking for Human Rights 2 Spots at MFC Lot
THE FISCHER COMPANIES	160.00	Parking for IT - 2 spaces at Annex
THOMAS J KIEFER	120.00	BASKETBALL OFFICIALS-ALUMNI TOURNAMENT
THOMPSON TIRE & RETREAD	1,427.28	UNIT #1999 - SERVICE & CASING CREDIT - 3/31/2026
THOMPSON TIRE & RETREAD	56.00	GARAGE - SHOP USE - 3/31/2026
THOMPSON TIRE & RETREAD	101.67	GARAGE - SHOP USE - 04/10/26
THREE RIVERS FS INC	3,580.77	LF- #2 Dyed Diesel 04/7/26
THREE RIVERS FS INC	2,455.34	LF- #2 Dyed Diesel 04/9/26

VENDOR NAME	NET AMOUNT	INVOICE DESCRIPTION
THREE RIVERS FS INC	939.60	LF- Spectra Lube Red 2 30TB CS
THREE RIVERS FS INC	43.65	MSC- LP Gas 33# Cylinder 04/01/26
Timothy John Sprengelmeyer	1,000.00	AOTR 2026-2027 Exhibiting Artist – Unci Maka
TOP GRADE EXCAVATING INC	372,776.84	N. ENGLISH RD WATER MAIN EXTENSION PROJECT
TOWNSQUARE MEDIA LLC	600.00	Ads for Seasonal Employee Recruitment and Pet Lice
TOWNSQUARE MEDIA LLC	500.00	Ads for Seasonal Employee Recruitment and Pet Lice
TRICON CONSTRUCTION GROUP	20,477.75	Granger Creek Lift Station Improvements
UNION HOERMANN PRESS	3,128.60	Printing Property Tax and TIF Utility Bill Insert
UNIVERSITY OF DUBUQUE	5,278.46	Franchise Fee FY26
US Foods	685.66	FOOD PRODUCTS FOR SNACK BAR
US Peroxide LLC	14,142.30	Chemical Dosing at the WRRC - FY26
Valentine Construction Co LLC	4,350.00	Snow & Ice Control - Julien Dubuque Bridge 2026
Valentine Construction Co LLC	360.00	Snow & Ice Control - Julien Dubuque Bridge 2026
Valentine Construction Co LLC	1,100.00	Snow & Ice Control - Julien Dubuque Bridge 2026
Valentine Construction Co LLC	1,470.00	Snow & Ice Control - Julien Dubuque Bridge 2026
VAN METER INDUSTRIAL INC	3,860.10	Cat 6 cable for cameras
Vestis Group Inc (f/k/a Aramark)	231.00	Linens, tablecloths, cleaning cloths
WAYNE R SCHNIER	180.00	BASKETBALL OFFICIALS-ALUMNI TOURNAMENT
WB McCloud & Co, Inc.	61.80	FY26 1805 Central Pest Control
Weber Capital Restoration Inc	1,388.40	ST2-Water Remediation Services
WELU PRINTING COMPANY	33.05	Business cards for AMJannette
WENZEL TOWING SERVICE	125.00	Unit #2502 - SERVICE - BUS TOW - 3/31/2026
WENZEL TOWING SERVICE	187.50	Unit #130010 - SERVICE - AMBULANCE TOW - 4/6/2026
WESTPHAL & COMPANY, INC	156,089.75	WATER UTILITY SCADA UPGRADE FS-31-23-DWSRF-080
YAMAHA MOTOR CORPORATION USA	6,944.00	FY26 GOLF CART LEASE
	$ 2,723,354.24	

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April 20, 2026

City of Dubuque
City Council

CONSENT ITEMS # 4.

ITEM TITLE:	Signed Contracts
SUMMARY:	CivicPlus for Software; Des Moines Area Community College for education to health care students, and the City of Dubuque, Iowa through its Fire Department; Top Grade Excavating, Inc. for Catherine Street Storm Sewer Project; Globalcom Technologies for installation for the Wilbricht Lane Tree Crew Building Fiber Addition; Westphal and Company for,Mt Carmel Generator and ATS Installation; Midwest Concrete, Inc. for Asphalt Overlay Program Sidewalk Curb Ramp Project; Dubuque Food Pantry for Launch In to Summer party event; Clarke University for advancing workforce development; DROP for software purchase.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. 20260304 - IA - Dubuque - AWG - SOW SIGNED
2. 1 26_04_02 Des Moines Area Community College Affiliation Agreement
3. 2 26_04_03 Catherine St Storm Sewer Project Contract
4. 3 26_04_06 Forestry Building Fiber Install Contract
5. 4 26_04_07 Park Hill and Mt Carmel Generators Award Const Contract
6. 5 26_04_08 2026 PW Asphalt Overlay Program Sidewalk Curb Ramp Proje
7. 6 26_04_08 Recommendation to Approve Small Neighborhood Grant to th
8. 7 26_04_09 College Partnership Agreement for Signature
9. 26_04_10 Purchase of Software for Industrial Pretreatment

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-118227-1
Date: 2/25/2026 3:47 PM
Expires On: 4/26/2026

Client:
City of Dubuque, IA

Bill To:
DUBUQUE CITY, IOWA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Maggie Henton		maggie.henton@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Acquia Web Governance Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -2,667.21

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Acquia Web Governance Provisioning Fee	Acquia Web Governance Account Activation and Setup	USD 0.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Acquia Web Governance Economy Package - 2,500 Pages & 100 PDF Web Accessibility Checks	Acquia Web Governance Economy Package – 2,500 Pages & 100 PDF Web Accessibility Checks	USD 3,480.00

~~List Price - Initial Term Total~~	~~USD 3,167.21~~

Total Investment - Prorated Year 1	USD 0.00
Annual Recurring Services (Subject to Uplift)	USD 3,480.00

Total Days of Quote:279

Initial Term	Beginning at signing and ending 11/30/2026, Renewal Term 12/1 each calendar year
Initial Term Invoice Schedule	100% invoiced at signing, to be prorated based on signature date.

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement. This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement signed by and between the Parties and the applicable Solutions and Services Terms and Conditions located at: https://www.civicplus.help/docs/civicplus-legal-stuff (collective, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-118227-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature

By (please sign):

Printed Name:

Randy Gehl

Title:

Public Information Officer

Date:

March 2, 2026

CivicPlus

By (please sign):

Printed Name:

Amy Vikander

Title:

Senior VP of Customer Success

Date:

03/04/2026

Organization Legal Name:

City of Dubuque, Iowa

Billing Contact:

Randy Gehl

Title:

Public Information Officer

Billing Phone Number:

563.589.4151

Billing Email:

rgehl@cityofdubuque.org

Billing Address:

50 W. 13th Street

Dubuque, Iowa 52001

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

CLINICAL AFFILIATION AGREEMENT
BETWEEN
DES MOINES AREA COMMUNITY COLLEGE
AND
THE CITY OF DUBUQUE THROUGH ITS FIRE DEPARTMENT

I. PURPOSE OF AGREEMENT:

The purpose of this Clinical Affiliation Agreement (hereinafter **"Agreement"**) is to define the rights and responsibilities of Des Moines Area Community College (**hereinafter College)**, which provides education to health care students, and the **City of Dubuque, Iowa** through its **Fire Department (hereinafter DFD)**, which provides supervised field resources and related experiences for Paramedic and EMT training programs. College and DFD may be referred to individually as a Party or collectively as the Parties.

II. PREAMBLE:

College shall have overall responsibility for the students' classroom instruction, clinical experience, clinical evaluation and for informing students of all policies, procedures, and protocols of the College. College shall designate a faculty member to coordinate each College student's field experience at the DFD site. DFD provides field experience in which students receive learning experiences, under the direct supervision of a paramedic or other appropriate health professional.

III. COLLEGE AGREES:

A. To provide classroom instruction, to coordinate clinical experience, to ensure students are knowledgeable of all policies, procedures, and protocols of the College, and to assume overall responsibility for students throughout their classroom and clinical experience.

B. To provide students with education on blood-borne pathogens, infectious diseases, and the application of standard precautions, including the use of personal protective devices.

C. To establish policies and procedures to ensure each student completes a 10-panel drug screen prior to beginning their clinical experience.

D. To have immunization policies and procedures in place for faculty and/or students which address the following immunization standards:

1. Two-step TB skin testing done within the past year; or if a positive PPD history, a current negative chest x-ray report upon admission; then a TB skin test yearly after admission.

2. Hepatitis B series, or a positive Hepatitis B Surface Antibody titer, or a letter from the student's physician stating need for exemption.
3. Measles, mumps, rubella (MMR vaccine) two doses or titers of all three diseases showing full immunity.
4. Chicken Pox (varicella) – proof of disease by physician documentation, or a positive titer, or two doses of varicella vaccine.
5. Seasonal influenza vaccine – annual proof of immunization prior to the conclusion of the first week of January classes.
6. Diphtheria, tetanus within past 10 years.
7. Polio.

E. To provide DFD with student names and field schedules at least one week in advance of the start date of the field rotation, unless the DFD elects to do its own scheduling of students, in which case the College's responsibility will be limited to reviewing and communicating the schedule to the student.

F. To participate in continuous planning with the DFD regarding desired learning experiences for students.

G. To advise students they may participate in patient care only under the direction and supervision of a College instructor, paramedic of the DFD, or other qualified DFD personnel.

H. To inform students they are responsible for following the policies and procedures of the DFD as well as applicable federal and state laws, rules and regulations pertaining to health care facilities, including but not limited to confidentiality policies pertaining to patient records and patient. College faculty and students will maintain the confidentiality of all City records, patients and clients that they encounter. Students and faculty will sign Confidentiality Agreements prior to participating in their clinical experience and shall be subject to the City's policies respecting the confidentiality of medical information.

I. To communicate to faculty and students that the cost of transportation to and from the DFD clinical site shall be the personal responsibility of the faculty member and student.

J. To handle student discipline.

K. To maintain student background and child/adult abuse or neglect registry check reports in a manner consistent with its internal record retention policy. The reports may be provided to Clinical Site upon request if the student to which the report relates provides his or her written authorization. College will extend its best effort to obtain the written authorization from the student, but if a student refuses or if the College is otherwise unable to obtain written authorization, College will not be

subject to any liability or penalty. College makes no representations or warranties as to the accuracy of these documents.

L. College will inform students they must maintain an acceptable personal appearance and shall wear the name tag provided by the College while involved in field experience at the DFD site.

M. To provide all students with appropriate instruction in Standard Precautions as defined by the Centers for Disease Control and Prevention and have OSHA in-service documentation and in HIPAA compliance, with such records to be provided to the DFD upon request.

N. College shall provide Health Insurance Portability and Accountability (HIPAA), Family Educational Rights and Privacy Act (FERPA), and 42 CFR Part 2 training to all students and faculty members before they are assigned to CITY.

IV. DFD AGREES:

A. To provide students field experience through participation in pre-hospital care provided by DFD personnel, such experience to be mutually agreed upon between the DFD and the College.

B. To provide College with the facts and circumstances upon which the DFD personnel determine a College student shall be removed from participation in clinical field experience.

C. To provide College with immediate notice of any injury to a student of the College which occurs during the student's participation in prehospital care provided by DFD personnel.

D. To designate a primary preceptor for responsibility in teaching, coordinating, and directing the student's field experience who is certified with the appropriate level of education and training and to allow each preceptor an opportunity to attend preceptor training conducted by College.

E. To inform College of student field experience schedules.

F. To schedule students for field experience time to assure appropriate experience, subject to such scheduling being consistent with the DFD's obligation to provide prehospital care to its citizens.

G. To identify and provide preceptors who will be responsible for providing the College with an evaluation of each student throughout the field experience.

H. To retain ultimate responsibility for the quality and provision of patient care at the DFD.

I. When reasonably possible, to obtain patient consent to participation in the field education program and receipt of services from College students.

J. To ensure that its staff meet minimum health standards.

K. To orient the student to the field site with specific information on standard precautions including location and required use of personal protective equipment in accordance with standard precaution regulations, provide needle stick prevention procedures including location and use of sharps containers, and proper reporting procedures for response to personal exposure to an infectious disease.

L. To orient the student to the location of hazardous materials, handling, disposing of and use of personal protective equipment, and location and use of hazardous waste containers.

M. To submit a written evaluation of student performance in accordance with procedures established by the College, if requested.

N. To provide adequate space, as available, for the College to use as conference rooms during the practicum experience. Provision of such space will be contingent upon availability of such space.

O. In the event student or College faculty requires immediate medical care, Clinical Site will use its best efforts to arrange and/or provide necessary care in a timely and appropriate manner. Clinical Site shall use its best efforts to document the event and shall provide copies of all documentation to College, subject to applicable legal or regulatory requirements. Clinical Site shall be entitled to payment for any medical care or services it provides either by:

1. College or its insurer if the student or College faculty is injured while engaging in activities or behaviors within the scope of his or her student or employee function, respectively, and if done in a safe, prudent, and acceptable manner; or
2. Student or College faculty or his or her private health insurance provider if the student or College faculty is injured while engaging in activities or behaviors outside to the scope of his or her student or employee function, respectively, or while engaging in activities or behaviors within the scope of his or her student or employee function, respectively, but done in an unsafe, unacceptable, or negligent manner.

P. Students shall be required to wear facial PPE while at Clinical Site. Clinical Site shall have the responsibility of ensuring students comply with this requirement. Any student who fails or refuses to wear facial PPE may be asked to leave the Clinical Site. Facial PPE may include a face mask and/or face shield or goggles. Additional PPE as deemed necessary by Clinical Site may be required on a case by case basis. To ensure compliance with Clinical Site standards which may continually evolve in response to clinical research and pandemic conditions, Clinical Site shall supply students with PPE which meets the standards established by Clinical Site.

Q. With reasonable notice, to provide information on the DFD site, and, with permission of the DFD Chief, permit inspection of the DFD site, by individuals or agencies charged with the responsibility for accreditation of the College and its education programs.

V. COLLEGE AND DFD AGREE:

A. Each Party will retain complete control over such activities of its own that are outside the scope of this Agreement.

B. Students participating in activities covered by this Agreement will not receive compensation or remuneration for the services performed hereunder, other than specifically provided for herein.

C. College is not providing any services to DFD which would cause College to be considered a Business Associate under the Health Insurance Portability and Accountability Act (HIPAA) and therefore a Business Associate Agreement between College and Clinical Site is unnecessary

D. Students participating in activities covered by this Agreement are for purposes of HIPAA considered part of Clinical Site's "Workforce" (as that term is defined at 45 CFR 160.103) and therefore a Business Associate Agreement between College and Clinical Site is unnecessary.

E. Representatives from College and DFD will meet to review course objectives and field experiences as reasonably required or requested by either Party.

F. Changes to a field schedule shall be made by mutual agreement and, when reasonably possible, in written form, between College faculty and the appropriate DFD representative. Such changes should be made as soon as possible prior to the time the schedule change is to become effective.

G. Services performed by students covered by this Agreement will be within the established requirements of each student's educational program at the College.

H. Students will work according to protocols or standard operating procedures acceptable to both the College and the DFD.

I. Nothing in this Agreement is to be construed as requiring facilities or personnel except what is otherwise deemed necessary for operation by the DFD.

J. There will be no discrimination on the basis of race, national origin, color, religion, creed, sex, age, race, disability, sexual orientation, national origin, ancestry, gender identity, familial status, or any other category as provided for in law.

K. The parties will conduct themselves in a manner which is consistent with high standards of professionalism and business ethics.

L. DFD shall not be responsible for lost or damaged personal property of the student.

M. The parties agree the placement of students for DFD field experience shall be at the availability of the DFD.

VI. LIABILITY INSURANCE AND INDEMNIFICATION:

A. Each Party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any malfeasance or neglect caused by said Party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said Party under this Agreement.

B. College shall ensure its students have professional liability insurance in the appropriate amount prior to beginning clinical experience with the DFD.

C. To the extent of any legal liability of College for the negligent or tortious acts of its students and faculty, College shall indemnify and save harmless City, its employees, agents, and elected officials from loss, damages, expenses, attorney fees and costs on account of the death, personal injury and property damage to any person to the extent of available insurance coverages and proceeds.

D. College shall maintain insurance in compliance with City Insurance Schedule J, as attached.

E. City shall maintain its membership in the Iowa Communities Assurance Pool during the term of this Agreement and shall, upon request, provide proof of said membership and coverage to College.

F. In the event that a claim is made against both Parties, it is the intent of both Parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both Parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.

G. The College also agrees to provide each student with liability insurance coverage in the amounts set out in the attached City Insurance Schedule, at no cost to the DFD.

VII. TERM AND TERMINATION:

A. Term. This Agreement shall be effective November _____, 2025 for a term of three (3) years and each year thereafter shall automatically renew for an additional one-year term, unless this Agreement is terminated as provided herein.

B. Termination. The Parties have the following rights regarding termination of this Agreement and termination or suspension of a student's participation under this Agreement:

1. **Termination of Agreement Without Cause.** This Agreement may be terminated without cause at any time by a Party upon ninety (90) days prior written notice to the other Party. In the event that this Agreement is terminated pursuant to this paragraph, the Parties hereby agree that no students participating in an ongoing field experience will be denied the opportunity to complete such field experience. In such event, all applicable provisions of this Agreement, including the right to terminate any student pursuant to Section VIII, shall remain in force during the extension period from the effective date of termination, until the student's field experience is completed.

2. **Termination of Agreement With Cause.** This Agreement may be terminated by either Party in the event of an alleged material breach by the other, upon thirty (30) days prior written notice given by the non-breaching Party to the other Party, provided such alleged breach is not cured within said thirty (30) day period.

3. **Termination for Noncompliance**. This Agreement may be terminated immediately by either Party if this Agreement (a) is determined to be in violation of, or (b) causes either Party to be in noncompliance with, federal or state rules or regulations applicable to that Party.

4. **Termination for Inconsistency with College Standards.** This Agreement may be terminated immediately by either Party upon College providing written notice to DFD that a provision of the

contract is inconsistent with the Vision, Mission, Core Values and/or Beliefs of the College or its affiliates.

VIII. DFD'S RIGHT TO TERMINATE OR SUSPEND STUDENTS:

DFD may dismiss a student from a field experience whose work, conduct, or health is or is reasonably likely to be detrimental or disruptive to DFD. In the event of such action, an immediate phone call will be placed to the College explaining the action, followed by a written evaluation of the incident.

IX. MISCELLANEOUS PROVISIONS:

A. **Compliance With and Construction of Law.** Each Party shall comply with all federal, state, and local laws, ordinances or regulations, Joint Commission on the Accreditation of Healthcare Organizations (JCAHO) or other applicable accrediting body standards and accepted standards of practice applicable to student training, and if at any time the Agreement does not conform thereto, it will be considered amended so as to conform. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa. Words and phrases in this Agreement shall be construed in the singular or plural number and as masculine, feminine, or neuter gender, according to the context.

B. **Jeopardy.** Notwithstanding anything to the contrary contained in this Agreement, if a Party's performance of this Agreement jeopardizes the licensure of either Party, the participation of either Party in, or the payment or reimbursement from, any governmental health care program, the full accreditation of either Party by any applicable state or nationally recognized accreditation organization, or the tax exempt status of either Party, any of such Party's property or financing (or the interest income thereon, as applicable), or will prevent or prohibit any physician, or any other health care professionals or their patients from utilizing the services of either Party, or if for any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency or association in the educational, medical or hospital fields, the affected Party may terminate this Agreement immediately upon written notice or initiate negotiations to resolve the matter and, if the Parties are unable to resolve the matter within thirty (30) days thereafter, the affected Party may, at its option, terminate this Agreement immediately.

C. **Independent Contractors.** Each Party is a separate and independent institution, and this Agreement shall not be deemed to create a relationship of agency, employment or partnership between them. Each Party understands and agrees that the agents or employees of each Party are not employees or agents of the other Party. Services rendered by students covered by this Agreement are considered to be educational in nature. Nothing in the execution or performance of this Agreement

shall be construed to establish an employer-employee, agency, partnership of joint venture relationship among the parties and their affiliates.

D. **Assignment.** All or any portion of this Agreement, or of the rights, duties and obligations hereunder, shall not be assigned by either Party without the prior written consent of the other Party. Any purported assignment in contravention of this provision shall be null and void.

E. **Entire Agreement.** This Agreement and each expressly referenced exhibit represents the entire agreement between the Parties concerning the subject matter. All prior understandings, representations and other agreements between them with respect to the subject matter hereof are either merged herein or superseded hereby.

F. **Severability.** In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable.

G. **Use of Name.** Neither Party shall use the name, logo, or likeness of the other Party, or the other Party's employee or agent, in any publicity or advertising material without such other Party's express prior written consent.

H. **Third Party Beneficiaries.** Failure of either Party to provide services hereunder in a manner reasonably acceptable to the other shall constitute a breach of this Agreement. The Parties specifically disclaim any attempt, however, to establish any fixed contractual standards for the quality and efficiency of care rendered by students in the service tendered hereunder, and further specifically disclaim the existence of any third party beneficiaries to any contractual standard of care, or the existence of any other individual or entity who is intended to have a right to enforce any provision of this Agreement.

I. **Notices.** Whenever written notice is required or permitted to be given by either Party to the other, such notice shall have been deemed to have been sufficiently given if personally delivered or deposited in the United States mail in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to:

For College: Des Moines Area Community College
Attn: Dean, Health & Public Services

_____

_____

For DFD: City of Dubuque Fire Department
Attn: Amy Scheller, Chief

J. **Amendment and Modification.** This Agreement may only be amended by mutual written agreement of the Parties hereto or their duly authorized representatives and may not be amended or modified in any other manner.

K. **Authority.** The persons signing this Agreement warrant that they have full authority to do so and that the signature of each shall bind the Party on whose behalf the person signs.

L. **Waiver.** The failure of either Party to insist in any one or more instances upon performance of any terms or conditions of this Agreement shall not be construed as a waiver of future performance of any such term, covenant, or condition; but the obligations of such Party with respect thereto shall continue in full force and effect.

M. **Books and Records.** To the extent applicable, the Parties agree to comply with 42 U.S.C. section 1395x(v)(1)(I) and make available to appropriate federal authorities the contract, books, documents, and records reflecting the operation of the field education program for a period of four (4) years from and after the termination of services under this Agreement. Additionally, the Parties agree to comply with section 1861(b)(1)(I) of the Social Security Act and require all of their subcontractors who perform services under this contract with the value or cost of $10,000 or more over a twelve (12) month period to contractually agree that, until the expiration of four (4) calendar years after the furnishing of services under the subcontract, the subcontractor shall make available, upon written request of the appropriate federal authorities, the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs involved in the subcontract.

N. **Non-Discrimination.** Each Party agrees to be responsible for compliance with all anti-discrimination laws applicable to its respective activities arising under the terms of this Agreement. Neither Party will discriminate against any student as provided for in federal and state law or municipal code.

O. **Clinical Practice.** No term of this Agreement is intended to directly or indirectly, covertly or overtly require or solicit referral of patients in any way, regardless of pay or source, including Medicare and/or Medicaid patients.

P. **Acknowledgment.** By their execution of this Agreement, the Parties stipulate and agree they have read the Agreement, understand the

Agreement, and agree to the statements and provisions contained therein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the respective dates written below.

Des Moines Area Community College

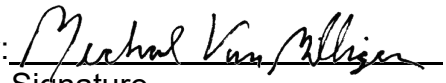
By: 
Signature

Name: Jeanie McCarville Kerber
Printed

Title: Executive Academic Dean

Date: 3/30/2026

City of Dubuque

By: 
Signature

Name: Michael C. Van Milligen
Printed

Title: City Manager

Date: 04/06/2026

EXHIBIT A
CITY INSURANCE SCHEDULE

City of Dubuque Insurance Requirements for Professional Services

INSURANCE SCHEDULE J

1. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project #_____or Project Location at _____or construction of _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.

8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.

9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.

10. All certificates of insurance must include agents name, phone number, and email address.

11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	$2,000,000
Products-Completed Operations Aggregate Limit	$1,000,000
Personal and Advertising Injury Limit	$1,000,000
Each Occurrence	$1,000,000
Fire Damage Limit (any one occurrence)	$50,000
Medical Payments	$5,000

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
2) Include endorsement indicating that coverage is primary and non-contributory.
3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
5) Policy shall include Waiver of Right to Recover from Others endorsement.
6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

1) Policy shall include Waiver of Right to Recover from Others endorsement.

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	$100,000
	Each Employee-Disease	$100,000
	Policy Limit-Disease	$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

D) UMBRELLA/EXCESS LIABILITY $1,000,000

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

E) PROFESSIONAL LIABILITY $2,000,000

If the required policy provides claims-made coverage:

1) The Retroactive Date must be shown and must be before the date of the agreement.
2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

F) CYBER LIABILITY/BREACH $1,000,000

___ Yes X No

Coverage for First and Third Party breach liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

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)

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Mike Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: April 3, 2026

RE: Catherine Street Storm Sewer Project Contract

Attached are the Public Improvement Contract and Performance, Payment & Maintenance Bond between the City of Dubuque and Top Grade Excavating, Inc. of Farley, IA for the Catherine Street Storm Sewer Project.

The project was awarded by the City Council on March 16, 2026.

It would be appreciated if you would execute the attached documents related to this project. Please return it to the Engineering office for further processing.

Attach.
cc: Kerry Bradley, Eng. Dept.

PUBLIC IMPROVEMENT CONTRACT

THIS IMPROVEMENT CONTRACT (the Contract), dated for references purposes the 31st day of March, 2026 between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and Top Grade Excavating, Inc. (Contractor).

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

CONTRACTOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for the 2026 CATHERINE STREET STORM SEWER PROJECT (Project).

2. CONTRACT DOCUMENTS
   A. The Contract Documents consist of the following:
      1. Project Title Page (Section 00100).
      2. Project Directory Page (Section 00101).
      3. This Public Improvement Contract (Section 00500).
      4. Performance, Payment, and Maintenance Bond (Section 00600).
      5. Out-of-State Contractor Bond (Section 00610).
      6. Other Bonds:
         a. ____(Bond Name)___ (pages __ to __ , inclusive).
         b. ____(Bond Name)___ (pages __ to __ , inclusive).
         c. ____(Bond Name)___ (pages __ to __ , inclusive).
      7. The Iowa Statewide Urban Design And Specifications (SUDAS) 2023 Edition.
      8. CITY OF DUBUQUE Supplemental Specifications 2023 Edition.
      9. Other Standard and Supplementary Specifications as listed on the Title Page of the Contract Document Manual.
      10. Special Provisions included in the project Contract Document Manual.
      11. Drawings - Sheet No. A.01 through No. U.08 (17 pages) or drawings consisting of sheets bearing the following general title:

          _____

          _____
      12. Addenda (numbers 1 to 2, inclusive).
      13. Insurance Provisions and Requirements (Section 00700).
      14. Sales Tax Exemption Certificate (Section 00750).
      15. Site Condition Information (Section 00775).
      16. Construction Schedule and Agreed Cost of Delay (Section 00800).
      17. Erosion Control Certificate (Section 00900).

18. Consent Decree (Section 01000).

19. Other Project Information and Permits (Sections 00000 - 00000).

20. Exhibits to this Contract (enumerated as follows):
    a. Contractor's Bid (pages _____ to _____ inclusive).
    b. Bidder Status Form (Section 00460).
    c. The following documentation that must be submitted by Contractor prior to Notice of Award.
        i. Contractor Background Information Form (Section 00470/00471)
        ii. _____
        iii. _____

21. The following which may be delivered or issued on or after the Effective Date of the Agreement:
    a. Notice to Proceed (Section 00850).
    b. Project Certification Page (Section 00102).
    c. Change Orders (Not attached to this agreement).

22. Authorization Resolution:
    a. Resolution No. 286-17 Authorizing City Manager to Execute Contracts and Leases (Exhibit C), or
    b. Project Specific Resolution (Resolution No. 92-26).

There are no other Contract Documents. The Contract Documents may only be amended, modified, or supplemented as provided in this Contract.

3. All materials used by the Contractor in the Project must be of the quality required by the Contract Documents and must be installed in accordance with the Contract Documents.

4. The Contractor must remove any materials rejected by the City as defective or improper, or any of said work condemned as unsuitable or defective, and the same must be replaced or redone to the satisfaction of the City at the sole cost and expense of the Contractor.

5. Three percent (3%) of the Contract price will be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Council to pay any claim by any party that may be filed for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that thirty (30) day period, as provided in Iowa Code Chapter 573 or Iowa Code Chapter 26. The City will also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums will be held by the City until such claims have been settled, adjudicated or otherwise disposed of.

6. The Contractor has read and understands the Contract Documents herein referred to and agrees not to plead misunderstanding or deception related to estimates of quantity, character, location or other conditions for the Project.

7. In addition to any warranty provided for in the specifications, the Contractor must also fix any other defect in any part of the Project, even if the Project has been accepted and fully paid for by the City. The Contractor's maintenance bond will be security for a period of two years after the issuance of the Certificate of Substantial Completion.

8. The Contractor must fully complete the Project under this Contract on or before the date indicated in the Construction Schedule and Agreed Cost of Delay Section of the Contract Documents.

9. Indemnification; 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.

10. The Contractor hereby represents and guarantees that it has not, nor has any other person for or in its behalf, directly or indirectly, entered into any arrangement or Contract with any other Bidder, or with any public officer, whereby it has paid or is to pay any other Bidder or public officer any sum of money or anything of value whatever in order to obtain this Contract; and it has not, nor has another person for or in its behalf directly or indirectly, entered into any Contractor arrangement with any other person, firm, corporation or association which tends to or does lessen or destroy free competition in the award of this Contract and agrees that in case it hereafter be established that such representations or guarantees, or any of them are false, it will forfeit and pay not less than ten percent (10%) of the Contract price but in no event less than $2,000.00 (Two Thousand Dollars) to the City as agreed upon damages.

11. The surety on the Bond furnished for this Contract must, in addition to all other provisions, be obligated to the extent provided for by Iowa Code 573.6 relating to this Contract.

12. The Contractor agrees, and its Bond is surety therefore, that after the Certificate of Substantial Completion has been issued by the City, it will keep and maintain the Project in good repair for a period of two (2) years.

13. The City may terminate this Contract with or without cause upon sixty (60) 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 in the Iowa District Court for Dubuque County.

15. Counterparts and Electronic Signatures. This Contract may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Contract may be executed by the parties and transmitted by SECTION 00500 electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Contract.

16. Currency. All prices and financial terms referenced herein are intended to be in U.S. dollar and shall remain in U.S. dollars despite any exchange rate.

17. Conflict in Terms. In the event of a conflict between the terms of this Contract and the terms of any of the Contract Documents, the terms of this Contract shall prevail.

18. Legal Compliance.

    a. The 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 D, and hereby represents and warrants that Contractor is in compliance with the same as of the 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.

    b. 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 b 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.

19. Federally Assisted Project.

    Is this project funded fully or in part with federal funds?

    ☐ Yes (if yes, provision a. and b. below apply)

    ■ No

    a. The City and the Contractor agree to comply with all provisions of the Davis-Bacon Federal Prevailing Wage Act, related labor requirements and regulations and the Federal Wage Determination for this Project.

    b. Equipment or products authorized to be purchased with federal funding awarded for this Contract must be American made to the maximum extent feasible, in accordance with Public Law 103-121, Sections 606(a) and (b).

THE CITY AGREES:

The City agrees to pay the Contractor for the work actually performed under this Contract, up to the amount stated below, less any damages provided for in the Contract Documents.

CONTRACT AMOUNT $232,657.70

CITY OF DUBUQUE, IOWA:

City Manager's Office
Department

By: Michael Van Milligen
Signature

Michael C. Van Milligen
Printed Name

City Manager
Title

04/06/2026
Date

CONTRACTOR:

Top Grade Excavating, Inc.
Contractor

By: Ben Kramer
Signature

Ben Kramer
Printed Name

Vice President
Title

04-01-2026
Date

Bond No. 2380718

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Top Grade Excavating, Inc., as Principal (hereinafter the "Contractor" or "Principal") and Swiss Re Corporate Solutions America Insurance Corporation, as Surety are held and firmly bound unto the City of Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two hundred thirty-two thousand, six hundred fifty-seven dollars and seventy cents ($232,657.70), 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 31st day of March, 2026, (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 2026 CATHERINE STREET STORM SEWER PROJECT detail the following described improvements:

The scope of the Project is as follows: all labor, equipment, and materials to install five (5) new storm sewer intakes, install approximately 375 L.F. of concrete pipe storm sewer, one (1) new manhole, asphalt pavement removal and replacement, concrete curb and gutter removal and replacement, concrete sidewalk removal and replacement.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the project, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. PAYMENT: The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract

price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

   A. To remedy any and all defects that may develop in or result from work to be performed under the Contract Documents within the period of **two (2) year(s)** from the date of acceptance of the work under the Contract, by reason of defects in workmanship, equipment installed, or materials used in construction of said work;

   B. To keep all work in continuous good repair; and

   C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's Contract herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

   A. To consent without notice to any extension of time authorized in approved change orders to the Contractor in which to perform the Contract.

   B. To consent without notice to any change in the Contract or Contract Documents, authorized in approved change orders which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase.

   C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

D. That no provision of this Bond or of any other contract shall be valid that limits to less than five (5) years after the acceptance of the work under the Contract the right to sue on this Bond.

E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed one hundred twenty-five percent (125%) of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Dubuque County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted

meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project: 2026 Catherine Street Storm Sewer Project
Location: Catherine Street, Dubuque, Iowa
Project Number: 5586500019

Witness our hands, in triplicate, this 31st day of March, 2026.

SURETY COUNTERSIGNED BY:

N/A
Signature of Agent

Printed Name of Agent

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Top Grade Excavating, Inc.
Contractor

By: Ben Kramer
Signature

Ben Kramer
Printed Name

Vice President
Title

FORM APPROVED BY:

Michael Van Milligen
Representative for Owner

SURETY:

Swiss Re Corporate Solutions America Insurance Corporation
Surety Company

By: Kate Zanders
Signature Attorney-in-Fact Officer

Kate Zanders, Attorney-in-Fact & Iowa Resident Agent
Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates LLC
Company Name

2727 Grand Prairie Parkway
Company Address

Waukee, IA 50263
City, State, Zip Code

(515) 223-6800
Company Telephone Number

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.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint:

JAY D. FREIERMUTH, CRAIG E. HANSEN, BRIAN M. DEIMERLY, ANNE CROWNER, TIM MCCULLOH, DIONE R. YOUNG, SETH ROOKER, JENNIFER MARINO,

JOSEPH TIERNAN, KATE ZANDERS, SARA HUSTON, JOHN CORD, GRACE DICKINSON, CAMERON BURT, BEN WILLIAMS, JAMIE GIFFORD and ZACH FULLER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds, consents of surety, or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION ($125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By _____
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By _____
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of June, 20 25.

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

State of Illinois
County of Cook ss

On this 11th day of June, 20 25, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President o SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
KAREN M SZWEDA
Notary Public, State of Illinois
Commission No 978628
My Commission Expires September 26 2027

Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 31st day of March, 20 26.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

4122-0155

Steve Puls
City of Dubuque - IT

March 20, 2026

Wilbricht Lane Tree Crew Fiber

Wilbricht Lane and Asbury Road, Dubuque Iowa

Fiber Addition

Thank you for considering Globalcom Technologies to submit a proposal for this Scope of Work.

Please accept this as Globalcom Technologies' proposal for procurement and installation for the Wilbricht Lane Tree Crew Building as detailed in the following Scope of Work.

Scope of Work:

Fiber Backbone

- Furnish and install 12-Strand Single-mode OS2 Optic from the Tree Crew Building to the City of Dubuque Existing Traffic Cabinet on Asbury Road.
- Furnish and install (1) 1RU fiber enclosure.
- Fiber will be terminated on LC connectors utilizing Fusion-Spliced Pigtails.
- Fibers strands will be tested for insertion loss at 1310/1550um unidirectionally.
- Fibers will be tested in single direction utilizing an OTDR at 1310/1550um.
- Fiber tests will be conducted utilizing a Fluke DSX-8000 cable certifier and the appropriate fiber test modules.

Total Quote $17,705.00

Sales Tax **is not included with this Quote**

Thank you for the opportunity to provide a quote for your project and I look forward to discussing it with you further. Please feel free to contact me with any questions regarding this proposal.

Sincerely,

Josh Haase
Manager of Dubuque Operations
Globalcom Technologies
Joshh@gctech.us

Clarifications

- Locations will be identified, and site verified before installation.
- Installation schedule will be coordinated with owner prior to beginning work.
- Any and all systems that are not included in the above proposal are not the responsibility of Globalcom Technologies.
- Patch cords are not included.
- Electrical Power circuits, UPS, PDUs or other power quality devices are not included.
- Devices & System cross connect & system configuration are not included.
- Labor is based on installation during normal business hours and does not include weekend, holiday or shift work.
- Project completion acceleration outside of the initial agreement may inquire additional compensation.
- Computer-generated labels will be supplied at each end of cables.

Globalcom Technologies adheres to the following standards:

NFPA - Article 70 NEC

ANSI/TIA-568.0-E	Generic Telecommunications Cabling for Customer Premises
ANSI/TIA-568.1-E	Commercial Building Telecommunications Cabling Standards
ANSI/TIA-568.2-D	Balanced Twisted-Pair Telecommunications Cabling
ANSI/TIA-568.3-E	Optical Fiber Cabling Components
ANSI/TIA-569-E	Pathways and Spaces Standard
ANSI/TIA-606-D	Administration Standard
ANSI/TIA-607-E	Grounding and Bonding Standard
ANSI/TIA-942	Data Center Cabling Standard
ANSI/TIA-1152-A	Field Test Instruments and Measurements for Balanced Twisted-Pair Cabling

Terms & Conditions:

- The scope of work is based on our knowledge of the current requirements and project goals.
- The fees stated in this engagement will be honored for 30 days from the date of this proposal, except copper materials which are subject to adjustment per market price changes.
- All material is based on vendor pricing at the time of quote. Should any effects from tariffs, either new or existing, result in increases to these cost, we reserve the right to modify pricing accordingly.
- The fees do not include applicable sales tax and/or owner expediated shipping charges.
- A Change Order for work that is outside the agreed-upon scope of this proposal will require authorization to proceed.
- Fees and expenses will be billed as incurred in the form of a progress billing
- Payment of our progress billing is expected within 30 days after invoice date.
- Globalcom reserves the right to negotiate the terms and conditions of any other contract or language suggested outside of this proposal.

Indemnification:
To the fullest extent permitted by law, Globalcom Technologies shall defend, indemnify and hold harmless the Owner and its agents, consultants, and employees from all claims for bodily injury and property damage that may arise from the performance of the Contract Work to the extent of the negligence attributed to such acts or omissions by Globalcom Technologies, its subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

Insurance:
The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and property insurance written on a builder's risk "all-risk" or equivalent policy form comprising the total value of the entire project.

Counterparts:
The undersigned parties agree that this Agreement may be executed in multiple counterparts, each of such counterpart shall be deemed to constitute one and the same instrument and each of said counterparts shall be deemed an original hereof. Facsimile and electronic PDF signatures of this Agreement shall be treated as original signatures.

If the above terms are acceptable to you and the services outlined are in accordance with your needs, please sign the original acceptance page of this proposal letter and return it to me.

Acceptance Page

This Agreement is entered as of the day and year first written above.

OWNER:
City of Dubuque

Authorized Signature

Michael C. Van Milligen, City Manager
Print Name, Title

CONTRACTOR:
Globalcom Technologies

Josh Haase
Digitally signed by Josh Haase
DN: C=US, E=Joshh@gctech.us, O=Globalcom Technologies, CN=Josh Haase
Date: 2026.04.07 17:21:43-05'00'

Authorized Signature

Josh Haase, Manager of Dubuque Operations - Globalcom Technologies
Print Name, Title

Billing Information	
Purchase Order Number	
Billing Contact Name	
Email	
Phone	
Billing Address	

City of Dubuque
Water Department
1902 Hawthorne St
(address)
Dubuque, IA 52001
Phone # 563-589-4291

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

Westphal & Company (Contractor) at
(Contractor Name)
750 Cedar Cross Road
(Contractor's Address - City and State)

PROJECT TITLE: Mt Carmel Generator and ATS 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:

Procure and install automatic transfer switch and electric wiring to hook up to Owner-provided generator.
Refer to proposal letter dated 10/06/2025.

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

745 Mt. Carmel Rd

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

06/30/2026

(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: $ 24,740.00

CITY OF DUBUQUE, IOWA

By: _____ 04/07/2026
Date

CONTRACTOR:

Westphal & Company. Inc.
Company Name

By: Jayden Herrig Digitally signed by Jayden Herrig DN: C=US, E=jherrig@westphalec.com, O="Westphal & Company, Inc.", OU=Branch Manager, CN=Jayden Herrig Date: 2026.04.07 08:30:35-05'00' 04/07/2026
Signature Date

Jayden Herrig
Printed Name

Branch Manager
Title

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Mike Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: April 8, 2026

RE: 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project – Bid Package 3

Attached are the Public Improvement Contract and Performance, Payment & Maintenance Bond between the City of Dubuque and Midwest Concrete, Inc. of Peosta, IA for the 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project – Bid Package 3.

The project was awarded by the City Council on April 6, 2026.

It would be appreciated if you would execute the attached documents related to this project. Please return it to the Engineering office for further processing.

Attach.
cc: Kerry Bradley, Eng. Dept.

PUBLIC IMPROVEMENT CONTRACT
SECTION 00500

THIS IMPROVEMENT CONTRACT (the Contract), dated for references purposes the 7th day of April, 2026 between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and Midwest Concrete Inc. (Contractor).

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

CONTRACTOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for the 2026 PUBLIC WORKS ASPHALT OVERLAY PROGRAM, SIDEWALK CURB RAMP PROJECT - BID PACKAGE 3 (Project).

2. CONTRACT DOCUMENTS
   A. The Contract Documents consist of the following:
      1. Project Title Page (Section 00100).
      2. Project Directory Page (Section 00101).
      3. This Public Improvement Contract (Section 00500).
      4. Performance, Payment, and Maintenance Bond (Section 00600).
      5. Out-of-State Contractor Bond (Section 00610).
      6. Other Bonds:
         a. ____(Bond Name)___ (pages __ to __ , inclusive).
         b. ____(Bond Name)___ (pages __ to __ , inclusive).
         c. ____(Bond Name)___ (pages __ to __ , inclusive).
      7. The Iowa Statewide Urban Design And Specifications (SUDAS) 2023 Edition.
      8. CITY OF DUBUQUE Supplemental Specifications 2023 Edition.
      9. Other Standard and Supplementary Specifications as listed on the Title Page of the Contract Document Manual.
      10. Special Provisions included in the project Contract Document Manual.
      11. Drawings - Sheet No. ____ through No. _____ (00 pages) or drawings consisting of sheets bearing the following general title: ALL
          _____
          _____
      12. Addenda (numbers 1 to 1 , inclusive).
      13. Insurance Provisions and Requirements (Section 00700).
      14. Sales Tax Exemption Certificate (Section 00750).
      15. Site Condition Information (Section 00775).
      16. Construction Schedule and Agreed Cost of Delay (Section 00800).
      17. Erosion Control Certificate (Section 00900).

18. Consent Decree (Section 01000).

19. Other Project Information and Permits (Sections 00000 - 00000).

20. Exhibits to this Contract (enumerated as follows):
    a. Contractor's Bid (pages ____ to ____ inclusive).
    b. Bidder Status Form (Section 00460).
    c. The following documentation that must be submitted by Contractor prior to Notice of Award.
        i. Contractor Background Information Form (Section 00470/00471)
        ii. _____
        iii. _____

21. The following which may be delivered or issued on or after the Effective Date of the Agreement:
    a. Notice to Proceed (Section 00850).
    b. Project Certification Page (Section 00102).
    c. Change Orders (Not attached to this agreement).

22. Authorization Resolution:
    a. Resolution No. 286-17 Authorizing City Manager to Execute Contracts and Leases (Exhibit C), or
    b. Project Specific Resolution (Resolution No. ____-26).

There are no other Contract Documents. The Contract Documents may only be amended, modified, or supplemented as provided in this Contract.

3. All materials used by the Contractor in the Project must be of the quality required by the Contract Documents and must be installed in accordance with the Contract Documents.

4. The Contractor must remove any materials rejected by the City as defective or improper, or any of said work condemned as unsuitable or defective, and the same must be replaced or redone to the satisfaction of the City at the sole cost and expense of the Contractor.

5. Three percent (3%) of the Contract price will be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Council to pay any claim by any party that may be filed for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that thirty (30) day period, as provided in Iowa Code Chapter 573 or Iowa Code Chapter 26. The City will also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums will be held by the City until such claims have been settled, adjudicated or otherwise disposed of.

6. The Contractor has read and understands the Contract Documents herein referred to and agrees not to plead misunderstanding or deception related to estimates of quantity, character, location or other conditions for the Project.

7. In addition to any warranty provided for in the specifications, the Contractor must also fix any other defect in any part of the Project, even if the Project has been accepted and fully paid for by the City. The Contractor's maintenance bond will be security for a period of two years after the issuance of the Certificate of Substantial Completion.

8. The Contractor must fully complete the Project under this Contract on or before the date indicated in the Construction Schedule and Agreed Cost of Delay Section of the Contract Documents.

9. Indemnification; 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.

10. The Contractor hereby represents and guarantees that it has not, nor has any other person for or in its behalf, directly or indirectly, entered into any arrangement or Contract with any other Bidder, or with any public officer, whereby it has paid or is to pay any other Bidder or public officer any sum of money or anything of value whatever in order to obtain this Contract; and it has not, nor has another person for or in its behalf directly or indirectly, entered into any Contractor arrangement with any other person, firm, corporation or association which tends to or does lessen or destroy free competition in the award of this Contract and agrees that in case it hereafter be established that such representations or guarantees, or any of them are false, it will forfeit and pay not less than ten percent (10%) of the Contract price but in no event less than $2,000.00 (Two Thousand Dollars) to the City as agreed upon damages.

11. The surety on the Bond furnished for this Contract must, in addition to all other provisions, be obligated to the extent provided for by Iowa Code 573.6 relating to this Contract.

12. The Contractor agrees, and its Bond is surety therefore, that after the Certificate of Substantial Completion has been issued by the City, it will keep and maintain the Project in good repair for a period of two (2) years.

13. The City may terminate this Contract with or without cause upon sixty (60) 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 in the Iowa District Court for Dubuque County.

15. Counterparts and Electronic Signatures. This Contract may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. This Contract may be executed by the parties and transmitted by SECTION 00500 electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Contract.

16. Currency. All prices and financial terms referenced herein are intended to be in U.S. dollar and shall remain in U.S. dollars despite any exchange rate.

17. Conflict in Terms. In the event of a conflict between the terms of this Contract and the terms of any of the Contract Documents, the terms of this Contract shall prevail.

18. Legal Compliance.

    a. The 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 D, and hereby represents and warrants that Contractor is in compliance with the same as of the 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.

    b. 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 b 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.

19. Federally Assisted Project.

    Is this project funded fully or in part with federal funds?

    ☐ Yes (if yes, provision a. and b. below apply)

    × No

    a. The City and the Contractor agree to comply with all provisions of the Davis-Bacon Federal Prevailing Wage Act, related labor requirements and regulations and the Federal Wage Determination for this Project.

    b. Equipment or products authorized to be purchased with federal funding awarded for this Contract must be American made to the maximum extent feasible, in accordance with Public Law 103-121, Sections 606(a) and (b).

THE CITY AGREES:

The City agrees to pay the Contractor for the work actually performed under this Contract, up to the amount stated below, less any damages provided for in the Contract Documents.

CONTRACT AMOUNT $ 264,271.00

CITY OF DUBUQUE, IOWA:

City Manager's Office
Department

By: Michael Van Milligen
Signature

Michael C. Van Milligen
Printed Name

City Manager
Title

4/8/2026
Date

CONTRACTOR:

Midwest Concrete, Inc.
Contractor

By:
Signature

Ryan Coates
Printed Name

President
Title

4-7-26
Date

==== END OF SECTION 00500 ====

EROSION CONTROL CERTIFICATION

SECTION 00900

City: City of Dubuque
Address: 50 W 13th Street
Dubuque, IA 52001

Project: 2026 Public Works Asphalt Overlay Program
Sidewalk Curb Ramp Project - Bid Package 3

Contract No. 5421000002

Description: The scope of the Project is as follows: all labor, equipment, and materials to install 45 ADA accessible curb ramps along 28th St, 29th St, 30th St., Diagonal St., Broadway St., Fulton St., Argyle St. & Windsor Ave. in relation to the curb ramp work, adjacent pavement, sidewalks, storm sewer and landscape restoration work.

I certify under penalty of law that I understand the terms and conditions of the National Pollutant Discharge Elimination System (NPDES) Permit that authorizes the storm water discharges associated with industrial activities from the construction site and as detailed in the Contract Documents. Further, by my signature, I understand that I am becoming a co-permittee, along with the owner(s) and other contractors and subcontractors signing such certifications, to the Iowa Department of Natural Resources NPDES General Permit No. 2 for "Storm Water Discharge Associated with Industrial Activity for Construction Activities" at the project site. As a co-permittee, I understand that I, and my company, are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the storm water pollution prevention plan developed under this NPDES permit and the terms of this NPDES permit.

I agree to indemnify and hold the City harmless from any claims, demands, suits, causes of action, settlements, fines, or judgments and costs of litigation, including, but not limited to, reasonable attorney's fees and costs of investigation and arising from a condition, obligation, or requirement assumed or to be performed by the Contractor for storm water pollution and erosion control.

Fines and other costs incurred against the City for the Contractor's failure to provide the required erosion control practices will be paid by the Contractor.

Contractor: Midwest Concrete Inc.

By: _____
(Authorized Signature)

President
(Title)

PERFORMANCE, PAYMENT AND MAINTENANCE BOND
SECTION 00600

KNOW ALL BY THESE PRESENTS:

That we, Midwest Concrete, Inc., as Principal (hereinafter the "Contractor" or "Principal") and West Bend Insurance Company, as Surety are held and firmly bound unto the City of Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of two hundred sixty-four thousand, two hundred seventy-one dollars and zero cents ($264,271.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 7th day of April, 2026, (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 2026 PUBLIC WORKS ASPHALT OVERLAY PROGRAM, SIDEWALK CURB RAMP PROJECT - BID PACKAGE 3 detail the following described improvements:

> The scope of the Project is as follows: all labor, equipment, and materials to install 45 ADA accessible curb ramps along 28th St, 29th St, 30th St., Diagonal St., Broadway St., Fulton St., Argyle St. & Windsor Ave. in relation to the curb ramp work, adjacent pavement, sidewalks, storm sewer and landscape restoration work.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the project, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. PAYMENT: The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said

claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

   A. To remedy any and all defects that may develop in or result from work to be performed under the Contract Documents within the period of **two (2) year(s)** from the date of acceptance of the work under the Contract, by reason of defects in workmanship, equipment installed, or materials used in construction of said work;

   B. To keep all work in continuous good repair; and

   C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

   Contractor's and Surety's Contract herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

   A. To consent without notice to any extension of time authorized in approved change orders to the Contractor in which to perform the Contract.

   B. To consent without notice to any change in the Contract or Contract Documents, authorized in approved change orders which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase.

   C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

   D. That no provision of this Bond or of any other contract shall be valid that limits to less than five (5) years after the acceptance of the work under the Contract the right to sue on this Bond.

E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed one hundred twenty-five percent (125%) of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Dubuque County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project: 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 3
Location: 28th St, 29th St, 30th St., Diagonal St., Broadway St., Fulton St., Argyle St. & Windsor Ave., Dubuque, Iowa
Project Number: 5421000002

Witness our hands, in triplicate, this 7th day of April, 2026.

SURETY COUNTERSIGNED BY:

Signature of Agent

Printed Name of Agent

Company Address

City, State, Zip Code

Company Telephone Number

PRINCIPAL:

Midwest Concrete, Inc.
Contractor

By: [signature]
Signature

Ryan Coates
Printed Name

Title

FORM APPROVED BY:

Representative for Owner

SURETY:

West Bend Insurance Company
Surety Company

By: [signature]
Signature Attorney-in-Fact Officer

Kim Hess
Printed Name of Attorney-in-Fact Officer

Tricor
Company Name

600 Star Brewery Dr Ste 110
Company Address

Dubuque, IA 52001
City, State, Zip Code

563-556-5441
Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

==== END OF SECTION 00600 ====

WEST BEND®

Bond No. 2673146

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Kim Hess

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars ($30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS

Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

JULI BENEDUM NOTARY PUBLIC STATE OF WISCONSIN

Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 7th day of April, 2026.

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS

Christopher C. Zwygart
Christopher C. Zwygart
Secretary

While a bond(s) is active, a bonded principal is a member of West Bend Mutual Holding Company. Please visit https://www.thesilverlining.com/annual-meeting for details regarding the annual membership meeting and your voting rights.

MIDWCON-03 KHESS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/7/2026

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:
PHONE (A/C, No, Ext): (563) 556-5441 FAX (A/C, No): (608) 723-6440
E-MAIL ADDRESS: service@tricorinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire & Casualty Company	13021
INSURER B : Westchester Surplus Lines Insurance Company	10172
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Midwest Concrete Inc
AHL Equipment Leasing, Inc.
9835 Midwest Ln.
Peosta, IA 52068

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			10090211731	4/15/2026	4/15/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			10005455309	4/15/2026	4/15/2027	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 9,000,000
	EXCESS LIAB CLAIMS-MADE			10024020131	4/15/2026	4/15/2027	AGGREGATE	$ 9,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A		10001455055	4/15/2026	4/15/2027	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Pollution Liability			G7550746A 001	4/15/2026	4/15/2027	Aggregate	2,000,000
A	Equip Floater			10090211731	4/15/2026	4/15/2027	Leased/Rented Equip	7,925,056

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: 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project Bid Package 3
City of Dubuque including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as additional insureds on the general liability per written contract on a primary and non-contributory basis for both on going and completed operations. A wavier of subrogation applies to the general liability, auto liability, and workers compensation, as required by written contract. Waiver of Governmental Immunities applies in favor of City of Dubuque. 30 day notice of cancellation applies.

CERTIFICATE HOLDER

City of Dubuque
50 W 13th St
Dubuque, IA 52001

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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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.

COMMUNITY BUILDING GRANT PROGRAM AGREEMENT
Dubuque Food Pantry

This agreement is made and entered to, by and between the City of Dubuque, Iowa hereinafter “City” and the **Dubuque Food Pantry**, hereinafter “Grantee”. Effective date is April 7, 2026. Expiration date is June 30, 2026. In Consideration of the mutual promises set forth herein, it is agreed between the parties set forth above as follows:

1. City hereby makes a grant on behalf of the Grantee of up to **$1150** to support their **Launch Into Summer party** to be held at **1310 White St.** as outlined in the attached funding request to purchase Selco- street/alley closure signs, Porta Potties, special event permit, food, and games..

2. These funds will be paid by the City to the grantee upon presentation of receipts for eligible expenditures made within the grant period.

3. Grantee is not an agent for the City in any respect. Grantee has no authority to transact any business in the name of the City nor to incur any obligation or liability for or against the City.

4. Grantee agrees that any funds not expended by June 30, 2026, are forfeited.

5. Grantee agrees to indemnify, hold harmless and defend City from all damages or claims whatsoever, including actions or causes of action in law or equity, or damages or claims for damages to persons or properties by reason of the action of Grantee in carrying out the activities contemplated by this grant.

By _____
Theresa M. Caldwell
Grant Administer

Michael C. Van Milligen
Dubuque City Manager

1550 Clarke Drive
Dubuque, Iowa 52001
clarke.edu

Business & Community Partnership Agreement

Partner Organization: City of Dubuque
Effective Date: *(Signed Date)*

Clarke University, founded by the Sisters of Charity of the Blessed Virgin Mary (BVM), continues the vision of Mary Frances Clarke by providing accessible, meaningful education that prepares ethical leaders and skilled professionals. Through this partnership, Clarke University and the City of Dubuque commit to advancing workforce development and lifelong learning while strengthening the regional talent pipeline and community vitality.

Clarke University agrees to provide the following benefits:

Educational Advancement

- 10% tuition discount for employees enrolled in master's level, graduate, credit-bearing programs

Workforce & Talent Engagement

- Convenient submission of internships, job openings, and volunteer opportunities via Clarke's Business & Community Partnership webpage
- Internal promotion of submitted opportunities to Clarke students and faculty
- Opportunity to request faculty or student projects that support organizational needs.
- Opportunity for faculty-led professional development sessions (e.g., Lunch & Learn programs) for employees, aligned with organizational goals and workforce development priorities.
- Opportunity for business leaders to serve as guest lecturers in relevant Clarke courses, providing students with real-world industry insight and strengthening employer-student connections.

Facility Benefits

- 15% discount on facility rentals, including the Wahlert Atrium

The City of Dubuque agrees to support the success of this partnership by:

Employee Engagement

- Including partnership details on the organization's internal HR or employee benefits page
- Supporting distribution of relevant information regarding tuition discounts, programs, or training opportunities
- Sharing internship, employment, and volunteer opportunities with Clarke University

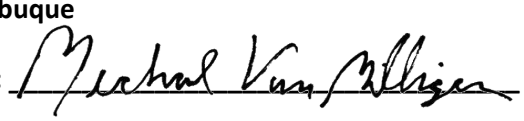
Term & Renewal

This agreement is valid for one (1) year from the date of signing. Clarke University will reach out to renew annually unless either party provides written notice of termination. Either party may terminate the agreement with ten (10) days written notice.

Adjustments to tuition discounts or engagement activities may be made upon mutual written agreement.

Signatures

By signing below, both parties affirm a shared commitment to strengthening the regional workforce through accessible education, meaningful professional growth, and values-centered leadership development.

City of Dubuque	**Clarke University**
Signature: 	**Signature:** _____
Print Name: Michael C. Van Milligen	**Print Name:** _____
Title: City Manager	**Title:** _____
Date: 04/09/2026	**Date:** _____

Master Services Agreement

This Consulting and Software Master Services Agreement (the "Agreement") is entered into and becomes effective as of the date of last acceptance by the parties (the "Effective Date"), by and between KimHEC LLC, a Missouri limited liability company doing business as DROP Collaborative ("DROP Collaborative"), and the City of Dubuque ("Client"). DROP Collaborative and Client may each be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Definitions:

(a) "Affiliates" means any corporation, limited liability company, partnership or other legal entity now existing or hereafter organized that directly or indirectly controls, is controlled by or under common control with a Party. For purposes of this definition "control" means the direct possession of a majority of the outstanding voting shares of an entity.

(b) "Authorized Users" means Client's employees and independent contractors acting on Client's behalf, and any external contributors designated by Client, who are authorized by Client to access the Services. Client is solely responsible for authorizing and managing Authorized User access and for all acts and omissions of Authorized Users. DROP Collaborative may provide or modify Authorized User access at Client's request or direction. Authorized Users are not parties to, or third-party beneficiaries of, this Agreement.

(c) "Content" means text, images, documents, materials, photos, audio, video, and all other forms of data or communication.

(d) "Client Content" means all Content made available by Client or individual Authorized Users to DROP Collaborative for use in connection with the Services.

(e) "Client Services" means the systems, infrastructure, and services that are managed or hosted by the Client and are outside the scope of DROP Collaborative's responsibilities. This includes, but is not limited to, the Client's internet service, email or phone systems, internal software tools, third-party applications, and any systems or platforms the Client uses to support its own operations. If any of these services are intended to connect to or interact with the DROP platform, the Client is responsible for ensuring compatibility, access, and proper function unless otherwise agreed in writing.

(f) "Consulting Services" means Work performed by DROP Collaborative related to environmental rules and regulations including pretreatment program implementation or NPDES support including but not limited to review or updating of program documents, assistance with permitting or enforcement, and on-site assistance as requested by the Client.

(g) "Customer Service" means Work performed by DROP Collaborative related to implementation of Software services including but not limit to updating permits, entering new permits, contract or in-house laboratory data for upload into DROP, correcting lab results that do not feed in appropriately due to location names, laboratory-specific analyte names, etc., facilitating data entry from external sources, historical data uploading, adding or editing sample locations, adding and training new Authorized Users, updating existing users, and/or assisting users with questions related to how to use DROP.

(h) "Deliverable(s)" shall mean any report, datasets, timelines, dashboards, or other materials that DROP Collaborative agrees to produce and provide to the Client.

(i) **"**DROP Collaborative**"** means the service provider entering this agreement, which offers environmental consulting, engineering consulting and software-based data services. DROP Collaborative includes licensed professionals and technical staff who support clients through consulting, regulatory guidance, and access to the DROP software platform. For the terms of this agreement "DROP Collaborative" shall be referred to as "DROP Collaborative".

(j) "DROP Collaborative Content" means the DROP Services and all related software, technology, enhancements, modifications, derivatives, documentation, and proprietary rights thereto.

(k) "DROP Service(s)" means DROP Collaborative's proprietary water, wastewater, biosolids, and industrial environmental data management software platform, marketed under the trade name DROP or DROP Collaborative™, provided solely in object code form and made available to Client via a hosted environment designated by DROP Collaborative, together with any standard documentation, user guides, or instructional materials provided in connection therewith. Access to DROP Services shall be provided only as expressly authorized in one or more Work Orders issued pursuant to this Agreement.

(l) "Fees" shall mean all charges to be paid by Client to DROP Collaborative for providing the Consulting Services, Customer Service and/or DROP Services.

(m) "Onboarding" means the initial setup process provided by DROP Collaborative to help the Client begin using the Consulting Services, Customer Service and/or DROP Services. This may include account setup, user access configuration, data import or system integration, introductory training, and assistance with connecting the DROP platform to the Client's processes as defined in the Order.

(n) "Service(s)" means the services mutually agreed upon by the parties and described in one or more Work Orders, which may include DROP Services, Customer Support Services, Consulting Services, or other services as agreed.

(o) "Software Standard Maintenance" shall mean any corrections or refinement of the Services as created by DROP Collaborative. Enhancements to the Services include all modifications to the software that: (1) increase the speed, efficiency, security, software package version, or ease of use of the environmental data management software or (2) add minor features, capabilities or functionality to the software. Any substantially new or rewritten versions of the software are not enhancements and may require an increase in fees to the Client if the Client elects to utilize the new feature or version. Such increase in fees shall require Client's prior written consent.

(p) "Trade Secret" shall mean, pursuant to the Uniform Trade Secrets Act as codified in Section 417.453 (4) RSMo., any information that (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other persons who can obtain commercial or economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Any source code or object code associated with the DROP Collaborative™ software is considered a Trade Secret under this Agreement.

(q) "Work" "Work" means the Services to be performed by DROP as expressly set forth in an applicable Work Order. Work may be designated in a Work Order as (i) Subscription, (ii) Time & Materials, or (iii) Lump Sum, with fees, deliverables (if any), billing method, and reimbursable expenses specified in the Work Order.

(r) "Work Order" The parties may enter into one or more written work orders, statements of work, or similar authorizations (each, a "Work Order") under this Agreement. Each Work Order shall be governed by the terms and conditions of this Agreement unless expressly stated otherwise in the applicable Work Order. Each Work Order shall specify whether the Work is Consulting Services, Customer Services, DROP Services (Subscription), or a combination thereof.

2. DROP Software Services (DROP Services).

(a) License. During the Term and subject to applicable Work Orders, DROP Collaborative grants Client a non-exclusive, non-transferable, limited license to access and use the DROP Services for Client's internal business purposes by Authorized Users. All rights not expressly granted are reserved to DROP Collaborative.

(b) Restrictions. Client shall use DROP Services only as authorized and shall not permit others to: (i) reverse engineer or derive source code; (ii) modify or create derivative works; (iii) copy, distribute, sublicense, or otherwise commercially exploit the DROP Services; or (iv) remove proprietary notices.

(c) Access. Client is responsible for all access to DROP Services by Authorized Users and for maintaining the confidentiality of access credentials. Client shall promptly notify DROP Collaborative of any unauthorized access.

(d) Suspension. DROP Collaborative may suspend access to DROP Services upon reasonable notice if use violates

this Agreement, applicable law, or causes material harm. DROP Collaborative shall not be liable for any suspension taken in accordance with this Section.

3. Schedule & Cooperation

(a) Performance Standard. DROP Collaborative shall perform Services in a commercially reasonable manner and within a reasonable time consistent with the applicable Work Order. Any specific schedules, milestones, or completion dates shall be set forth, if at all, in the applicable Work Order.

(b) Adjustments for Delay. If, through no fault of DROP Collaborative, the performance of Services is delayed, suspended, or impaired due to changes in scope, Client actions or inactions (including failure to provide timely information, access, approvals, or direction), regulatory review, third-party delays, or other circumstances beyond DROP Collaborative's reasonable control, then: (i) the schedule for performance shall be reasonably extended; and (ii) DROP Collaborative shall be entitled to compensation for Services performed and for additional time or effort reasonably required as a result of such delay, in accordance with the applicable Work Order and Rate Schedule. Any such adjustments shall apply prospectively and shall not require DROP Collaborative to perform Services outside the scope or not-to-exceed limits of the applicable Work Order unless otherwise agreed in writing.

(c) Client Cooperation. Client shall provide timely decisions, information, approvals, and access reasonably required for DROP Collaborative to perform the Services and acknowledges that failure to do so may result in schedule or fee adjustments.

(d) Client Inaction; Constructive Completion. If DROP Collaborative has substantially completed the Services authorized under a Work Order and is unable to proceed further due to Client delay, inaction, or failure to respond to reasonable requests for information or direction for a period of thirty (30) consecutive days following written notice, such Services shall be deemed substantially complete for purposes of invoicing and Work Order administration.

(e) Work Order Closure. Upon constructive completion due to Client inaction, DROP Collaborative may close the applicable Work Order, invoice for all Services performed through the date of closure, and release any remaining capacity reserved for Client. Any subsequent Services requested by Client shall require a new or amended Work Order.

4. Fees & Payments

(a) Fees. In consideration of DROP Collaborative providing Services, Client shall pay the fees set forth in one or more written work orders executed by the parties (each, a "Work Order"). Each Work Order shall specify the applicable scope of Services, fee structure, and any not-to-exceed amounts.

(b) Rates. Time and materials rates and software subscription fees shall be as set forth in DROP Collaborative's then-current rate schedule (the "Rate Schedule"), which is incorporated herein by reference. DROP Collaborative may adjust the Rate Schedule no more than once annually by an amount not to exceed the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average (or a successor index), upon at least thirty (30) days' written notice. Updated rates shall apply prospectively only.

(c) Invoicing and Payment. All fees are quoted and payable in U.S. dollars. Invoices shall be payable within thirty (30) days of receipt via ACH. Past-due amounts may accrue interest at the lesser of 1.5% per month or the maximum rate permitted by law.

5. Client Responsibilities.

(a) General. Client acknowledges that DROP Collaborative's performance of the Services relies on Client's timely cooperation and the accuracy and completeness of information, decisions, and access provided by Client. Client represents that the individual executing this Agreement is duly authorized to do so on behalf of Client.

(b) Cooperation and Personnel. Client shall designate a qualified representative authorized to act on Client's behalf and provide timely decisions, approvals, information, and access reasonably required for DROP Collaborative to perform the Services.

(c) Client Systems and Security. Client is solely responsible for the security, configuration, maintenance, and operation of its information technology environment, including networks, internet connectivity, hardware, third-party software, credentials, and internal controls. DROP Collaborative is not responsible for, and has not been engaged to assess or advise on, the adequacy of Client's internal controls or security measures.

(d) Third-Party Software and Integrations. Client is solely responsible for all third-party software and systems used in connection with the Services, including compliance with applicable licenses and requirements. Any additional services requested by Client in connection with third-party software or integrations may be subject to additional fees as authorized in a Work Order.

(e) Acceptable Use and Compliance. Client shall ensure that Authorized Users do not use the Services in violation of applicable law or in a manner that interferes with or disrupts the Services or compromises security. Client shall be responsible for compliance with all laws and regulations applicable to its use of the Services.

6. Availability & Support

(a) Availability. DROP Collaborative shall use commercially reasonable efforts to make DROP Services available during the Term. Client acknowledges that the Services may be unavailable from time to time due to maintenance, updates, or circumstances beyond DROP Collaborative's reasonable control ("Downtime"). DROP Collaborative shall use commercially reasonable efforts to provide advance notice of scheduled Downtime and to minimize service interruptions.

(b) Support Services. Support services, if any, shall be provided as set forth in the applicable Work Order.

7. DROP Collaborative Content.

(a) Ownership. DROP Collaborative retains all rights, titles, and interests in and to the DROP Collaborative Content, including all intellectual property rights.

(b) License to Client. During the Term and subject to this Agreement, DROP Collaborative grants Client a limited, non-exclusive, non-transferable, revocable license to use the DROP Collaborative Content solely for Client's internal use of the Services as authorized under applicable Work Orders.

(c) Reservation of Rights. DROP Collaborative retains the exclusive right to develop, market, license, sell, and distribute DROP Services, DROP Collaborative Content and any related technology or derivatives to third parties. Nothing in this Agreement restricts DROP Collaborative's use of its general knowledge, skills, experience, or technology developed or used in connection with the Services.

(d) Anonymized Data. DROP Collaborative may collect, use, and publish aggregated or anonymized statistical information derived from Client Content for analytics, benchmarking, or product improvement purposes, provided such information does not identify Client or any individual or regulated entity.

(e) Publicity. DROP Collaborative may identify Client as a user of the DROP Services, and the Parties may issue mutually acceptable public communications regarding this Agreement.

8. Confidentiality

(a) Confidentiality Obligations. Each Party may receive confidential or proprietaryformation of the other Party ("Confidential Information") in connection with this Agreement. Confidential Information includes any non-public information that a reasonable person would understand to be confidential, including trade secrets, technical information,and business information. Each Party shall use the other Party's Confidential Information solely for purposes of performing under this Agreement and shall not disclose such Confidential Information to any third party except as permitted herein. The confidentiality obligations set forth herein shall survive termination of this Agreement to the extent permitted by law.

(b) Protection and Breach Notice. Each Party shall protect the other Party's Confidential Information using at least the same degree of care it uses to protect its own confidential information, but no less than reasonable care, and shall be responsible for any breach by its employees or agents. The receiving Party shall promptly notify the disclosing Party of any actual or suspected unauthorized disclosure or use.

(c) Exclusions and Required Disclosure. Confidential Information does not include information that: (i) is or becomes publicly available through no breach of this Agreement; (ii) was lawfully known to the receiving Party without restriction prior to disclosure; (iii) is received from a third party without a duty of confidentiality; or (iv) is independently developed without use of the disclosing Party's Confidential Information. Confidential Information may be disclosed to the extent required by law or legal process, provided the receiving Party gives reasonable notice and cooperates in limiting such disclosure.

(d) Injunctive Relief. Each Party acknowledges that unauthorized use or disclosure of Confidential Information may cause irreparable harm for which monetary damages may be insufficient and agrees that the disclosing Party may seek injunctive or equitable relief in addition to any other available remedies.

(e) Data Privacy. To the extent DROP Collaborative processes personal data on behalf of Client, DROP Collaborative shall act as a data processor and Client as the data controller. DROP Collaborative shall process such data only in accordance with Client's lawful instructions and shall implement reasonable technical and organizational measures to protect such data. DROP Collaborative may use aggregated or anonymized data for analytical purposes, provided such data does not identify Client or any individual.

9. Warranties

(a) Client Warranties. Client warrants that it has all necessary rights and permissions to provide any content, data, logos, trademarks, or other materials used in connection with the Services. Client is responsible for ensuring that its use of the DROP Services and Consulting Services complies with all applicable laws and regulations.

(b) DROP Collaborative Warranties. DROP Collaborative warrants that it owns or has the right to provide the DROP Services and Consulting to Client as described in this Agreement. DROP also warrants that the DROP Services will perform substantially in accordance with their documentation when used as intended and in accordance with the standards of care set forth in this Agreement.

(c) Some calculations or outputs may vary based on regulatory requirements. Client is responsible for confirming that the Services align with any applicable rules, permits, or standards in their jurisdiction.

(d) If these warranties are breached, DROP Collaborative will, at its option: (i) secure the necessary rights; (ii) modify or replace the affected part of the Services; or (iii) refund the portion of fees paid for the affected Services if the issue cannot be resolved within a reasonable time.

10. Disclaimer

(a) Except as stated in this Agreement, DROP Collaborative provides the DROP Services "as is" and does not guarantee that they will be error-free, meet all Client requirements, or operate without interruption.

(b) DROP Collaborative disclaims all other warranties, express or implied, including any warranties of merchantability, fitness for a particular purpose, and non-infringement. Client is responsible for verifying that the Services are appropriate for their intended use and compliant with any applicable regulations. DROP is not responsible for issues caused by third-party systems or Client's data inputs or configuration choices.

11. Limitation of Liability

(a) To the fullest extent permitted by law, DROP Collaborative's total liability for any and all claims under this Agreement will not exceed the limits of its insurance coverage stated herein.

(b) DROP Collaborative will not be liable for any indirect, incidental, special, or consequential damages including lost profits, lost data, or business interruption for breach of this Agreement even if advised such damages were possible.

12. Indemnification

(a) By Client. Client agrees to defend and indemnify DROP Collaborative against any third-party claims, damages, or costs (including attorney fees) arising from: (i) Client's misuse or unauthorized use of the Services; (ii) Client-provided content; or (iii) alleged violations of third-party intellectual property rights caused by Client's use of the Services.

(b) By DROP Collaborative. DROP Collaborative agrees to defend and indemnify Client, its officers and employees, against any third-party claims that the Services infringe a valid U.S. patent, trademark, copyright, or trade secret. This obligation is limited to the amount paid by Client under this Agreement in the 12 months prior to the claim.

(c) DROP Collaborative agrees to defend and indemnify Client, its officers and employees,against any third-party claims arising out of DROP Collaborative's negligence in the performance of this Agreement.

(d) If a claim arises, DROP may choose to: (i) obtain rights for continued use; (ii) modify or replace the Services; or (iii) refund a pro-rated portion of fees. These remedies will fully satisfy DROP Collaborative's obligations under this Section.

13. Insurance

(a) DROP Collaborative will provide insurance as described in the attached Insurance Schedule J.

14. Term and Termination of the Agreement

(a) Term. This Agreement shall remain in effect until terminated in accordance with this Section.

(b) Termination for Cause. Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice.

(c) Termination for Convenience. Either Party may terminate this Agreement for convenience upon thirty (30) days' written notice. Upon termination by Client, Client shall pay all fees accrued through the effective date of termination. Fees for the final month of Services shall not be prorated. Any prepaid subscription fees for periods following the effective date of termination shall be refunded on a prorated basis, unless termination results from Client's uncured material breach.

(d) Insolvency. Either Party may terminate this Agreement immediately upon written notice if the other Party becomes insolvent, files for bankruptcy, enters liquidation, has a receiver appointed over its assets, or ceases to conduct business.

(e) Effect of Termination of Agreement. Upon termination of this Agreement, all outstanding Work Orders shall terminate unless otherwise agreed in writing by the Parties. DROP Collaborative shall cease providing the Services, and Client shall cease all use of the DROP Services and cause its Authorized Users to do the same. Termination shall not relieve Client of its obligation to pay all fees accrued or payable prior to the effective date of termination, nor limit either Party from pursuing any remedies available at law or in equity, including injunctive relief.

(f) Data Retention and Export Upon Termination. Upon expiration or termination of this Agreement for any reason, Provider shall retain Customer Data for a period of thirty (30) days ("Retention Period"). During the Retention Period, Client may request and DROP Collaborative shall deliver, at no additional cost, a complete export of all Client Data, including all historical data, in a machine readable CSV format. At the end of the Retention Period,

DROP Collaborative shall permanently delete or destroy all remaining Client Data from its systems, backups, and hosted environments, unless a longer retention period is required by applicable law. Upon Client's written request, DROP Collaborative shall provide written certification of deletion. DROP Collaborative shall not withhold, condition, or delay the export of Client Data due to any alleged outstanding fees or other disputes.

Term and Termination of Work Orders

(a) Term of Work Orders. Each Work Order shall remain in effect for the term specified therein, unless earlier terminated in accordance with this Agreement or the applicable Work Order.

(b) Termination of Work Orders. Either Party may terminate a specific Work Order in accordance with the termination provisions of this Agreement or as otherwise expressly stated in such Work Order, without terminating this Agreement or any other Work Orders then in effect.

(c) Effect of Termination of a Work Order. Upon termination of a Work Order, DROP Collaborative shall cease performing the Services described in such Work Order, and Client shall pay all fees accrued or payable under such Work Order through the effective date of termination. Termination of a Work Order shall not affect the continuing effectiveness of this Agreement or any other Work Orders.

(d) Suspension for Nonpayment. DROP Collaborative may suspend access to the Services under a Work Order upon written notice if Client is more than thirty (30) days past due on any undisputed invoice related to such Work Order. During any suspension, Client shall remain responsible for all accrued fees. DROP Collaborative shall restore access upon receipt of all past-due amounts. Any reactivation or onboarding fees shall be as set forth in the applicable Work Order, if any.

16. Dispute Resolution.

(a) Good Faith Negotiation. The Parties shall first attempt in good faith to resolve any dispute, claim, or controversy arising out of or relating to this Agreement through informal discussions between authorized representatives of the Parties.

(b) Mediation. If the dispute is not resolved through good faith negotiations, either Party may request non-binding mediation administered by the American Arbitration Association ("AAA") or another mutually agreed mediation provider. Mediation shall take place in Dubuque, Iowa. Each Party shall bear its own costs of mediation, and the Parties shall share the mediator's fees equally.

(c) Arbitration. Except for claims seeking injunctive or equitable relief as set forth below, any dispute arising out of or relating to this Agreement that is not resolved through mediation shall be resolved by binding arbitration administered by the AAA before a single arbitrator. The arbitration shall be conducted in Dubuque, Iowa. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

(d) Injunctive Relief. Nothing in this Agreement shall prevent either Party from seeking temporary or permanent injunctive or equitable relief in a court of competent jurisdiction to prevent unauthorized use or disclosure of Confidential Information, infringement or misuse of intellectual property, or other irreparable harm.

(e) Continued Performance. Unless otherwise agreed or ordered, the Parties shall continue to perform their respective obligations under this Agreement during the pendency of any dispute.

17. General Considerations

(a) Standards of Care: The standard of care for all professional engineering and related services performed or furnished by DROP Collaborative under this Agreement as part of its Consulting Services, Customer Services and/or DROP Services will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. DROP Collaborative makes no warranties, express or implied under this agreement or otherwise in connection with DROP Collaborative's Consulting Services, Customer Services and/or DROP Services.

(b) DROP Collaborative shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Client-furnished information.

(c) A new or amended Work Order may update, expand, or otherwise modify the scope, schedule, or compensation

for the Consulting Services, Customer Services and/or DROP Services associated with the Agreement.

DROP Collaborative and Client shall comply with all applicable Laws and Regulations.

(i) Prior to the Effective Date, Client provided to DROP Collaborative in writing any and all policies and procedures of Client applicable to Consultant's performance of Consulting Services, Customer Services and/or DROP Services under this Agreement. DROP Collaborative shall comply with such policies and procedures, subject to the standard of care set forth herein, and to the extent compliance is not inconsistent with professional practice requirements.

(ii) This Agreement is based on applicable Laws and Regulations and Client-provided information, including written policies and procedures, as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Client-provided written policies and procedures, may be the basis for modifications to Client's responsibilities or to DROP Collaborative's scope of Consulting Services, Customer Services and/or DROP Services, times of performance, or compensation.

(iii) DROP Collaborative shall not be required to sign any documents, no matter by whom requested, that would result in DROP Collaborative having to certify, guarantee, or warrant the existence of conditions whose existence DROP Collaborative cannot ascertain. Client agrees not to make resolution of any dispute with DROP Collaborative or payment of any amount due to DROP Collaborative in any way contingent upon DROP Collaborative signing any such documents.

(iv) Consultant shall not be responsible for the acts or omissions of the Client or for the information provided to the Client by its Industry or of any of its agents or employees or by any other persons, except for DROP Collaborative's own agents, employees, and Consultants.

(v) During site visits, DROP Collaborative's employees and representatives shall comply with the specific applicable requirements of the Site's and Client's safety programs if DROP Collaborative has been informed in writing.

18. Miscellaneous.

(a) Notices. All notices to the Party hereunder shall be in writing and shall be given to the appropriate Party by personal delivery or by certified mail, postage prepaid or recognized overnight delivery services, unless otherwise specified herein. Unless notified of a different address, notices to Client will be sent to the address indicated by Client upon registration with DROP Collaborative; notices to DROP Collaborative will be sent to:

DROP Collaborative
Attention: Legal
107 W Pacific Avenue | Studio 3N
Saint Louis, MO 63119

(b) Amendment. This Agreement may not be amended or modified except in writing. Amendments must be executed by authorized representatives of Client and DROP Collaborative.

(c) Assignment. This Agreement is not transferable, assignable, delegable, or sub-licensable by Client in whole or in part, without the prior written permission of DROP Collaborative. Upon any attempt by Client to assign, transfer, or convey all or any portion of this Agreement, this Agreement and all access to the DROP Collaborative software will be immediately terminated. This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, trustees, administrators, and assigns.

(d) Independent Contractor. DROP Collaborative is an independent contractor, and nothing in this Agreement shall be construed as making DROP Collaborative and Client partners, or creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither Party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other Party's name or on the other Party's behalf.

(e) Non-Solicitation. DROP Collaborative and Client agree not to directly or indirectly hire any employees, associates or other resources provided by or engaged by the other either during or two (2) years after the termination of this Agreement.

(f) Binding Effect and Third-Party Beneficiary. Except if specifically stated in this Agreement, neither Party, nor any of their respective employees or agents, will have the power or authority to bind or obligate the other Party. No third party is a beneficiary of this Agreement.

(g) Waiver of Rights. Except where specifically stated to the contrary, all remedies available to either Party for breach of this Agreement under this Agreement, at law or in equity are cumulative and nonexclusive. A waiver or failure of either Party at any time to require performance by the other Party of any provision hereof will not waive the right to require such performance at any time thereafter.

(h) Severability. If any provision or portion thereof of this Agreement is held to be invalid or unenforceable to any extent, such provision will be ineffective to the extent of such unenforceability, while all other provisions and portions thereof and of this Agreement, as a whole, will not be affected and will be valid and enforced to the fullest extent permitted by law.

(i) Governing Law. This Agreement, as well as any and all claims arising from this Agreement or arising from any of the proposals, negotiations, communications or understandings regarding this Agreement, will be governed by and construed in accordance with the laws of the State of Iowa, United States of America, applicable to contracts made entirely within Iowa, without regard to any conflict or choice of law principles.

(j) Force Majeure. Any failure or delay by DROP Collaborative in the performance of its obligations pursuant to this Agreement will not be deemed a default or breach of the Agreement or a grounds for termination to the extent such failure or delay is due to computer or Internet or telecommunications breakdowns, denial of service attacks, fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil unrest, rebellions, pandemics or revolutions in the United States or any nation where the obligations under this Agreement are to be executed, strikes, supplier and third party failure, lockouts, or labor difficulties, or any similar cause beyond the reasonable control of DROP Collaborative.

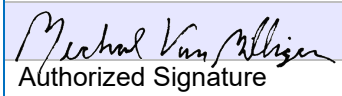
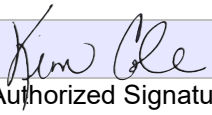
(k) Entire Agreement. This Agreement, including attachments, contains the final and entire agreement of the Parties and supersedes all previous and contemporaneous verbal or written negotiations, understandings, or agreements regarding the Agreement's subject matter.

(l) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original.

(m) Survival. The rights and obligations of the parties that, by their nature, are intended to survive expiration or termination of this Agreement shall survive, including, without limitation, provisions relating to payment obligations accrued prior to termination, intellectual property ownership and license rights, confidentiality, data ownership and permitted use, indemnification, limitation of liability, disclaimer of warranties, governing law and venue, dispute resolution, and regulatory or record-retention obligations.

19. Execution and Effective Date of the Master Service Agreement.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted electronically or by PDF shall be deemed original. This Agreement shall become effective as of the date of last execution by the parties. Execution of this Agreement does not, by itself, authorize the performance of Services, which shall be governed by applicable Work Orders issued pursuant to this Agreement.

City of Dubuque Client Legal Name	**KimHEC LLC d/b/a DROP Collaborative** DROP Collaborative
 Authorized Signature	 Authorized Signature
Michael Van Milligen Printed Name, Title	**Kim Cole, P.E. Principal** Printed Name, Title
50 W. 13th St Address	**107 W Pacific Avenue | Studio 3N** Address
Dubuque, IA 52001 City, State Zip	**St. Louis, Missouri 63119** City, State Zip
4/10/2026 Date of Acceptance	**3/26/2026** Date of Agreement
Up to 3 emails for invoice distribution and any special instructions	**info@dropcollab.com or Call or Text: 314-200-5236** Invoice Contact Information or Questions
Up to 3 emails for COI Distribution and any special instructions	**info@dropcollab.com or Call or Text: 314-200-5236** Contact Information Related to COIs or Contacts overall
Designated Client Representative ***Name, title, email, and phone***	**Kim Cole** **kim.cole@dropcollab.com** **314.276.9575** Designated DROP Representative ***Name, title, email, and phone***
Address for Giving Notices ***Attention, mailing address***	**DROP Collaborative** **Attn: Legal** **107 W Pacific Avenue | Studio 3N** **St. Louis, MO 63119** Address for Giving Notices

Copyrighted
April 20, 2026

City of Dubuque
City Council

CONSENT ITEMS # 5.

ITEM TITLE:	May/June 2026 Issue of City News Newsletter
SUMMARY:	The May/June 2026 issue of the City News newsletter will be mailed and emailed with City utility bills from April 14 - May 5. Past issues are archived at www.cityofdubuque.org/citynews
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. May - June 2026 City News



THE CITY OF DUBUQUE
Masterpiece on the Mississippi

City of Dubuque

CITY NEWS

May/June 2026

Inside This Issue

2 | Let's Go! Summer Activities Guide

Parks & Recreation Family Scholarship Program

Flora & Sutton Pools Opening May26

Join A Neighborhood Assocation

3 | Dubuque Police & Fire Youth Camp

Spring & Summer Hydrant Flushing

Adopt-A-Spot Program

Summer Reading Program

4 | New Faces & Retirements

Events Calendar

National Bike Week

Historic Preservation Commission Awards

16th Annual Juneteenth Freedom Celebration

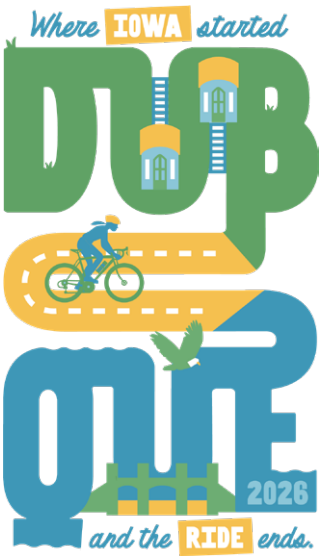
Let's Be Social!

www.cityofdubuque.org

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

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

RAGBRAI ROLLS INTO DUBUQUE IN JULY



The Des Moines Register Annual Great Bike Ride Across Iowa (RAGBRAI) will bring thousands of visitors from across the country and around the world to Dubuque over the course of two weekends in late July.

Both weekends are opportunities to demonstrate Dubuque hospitality and showcase the community. The economic impact of the two weekends on the Dubuque economy is estimated to be over $2 million!

RAGBRAI organizers estimate between 25,000 and 40,000 bicyclists will ride through Dubuque on Saturday, July 25. As is tradition, riders will dip their tires in the Mississippi River to signify their completion of the 53rd annual weeklong ride. A.Y. McDonald Park will serve as the dip site.

After spending Friday night (July 24) in Dyersville, riders and their supporters will make their way to Dubuque the next day. Riders will enter the city on Seippel Rd., turn right on Chavenelle Rd., then turn left on Radford Rd., then turn right on Pennsylvania Ave., then turn left on to University Ave., then left on to Loras Blvd. to proceed downtown. From Loras, the route turns left on to Jackson St., right on to 20th St., to Rhomberg Ave., then right on Hawthorne St. before entering A.Y. McDonald Park.

The previous weekend is expected to bring up to 2,000 RAGBRAI participants to Dubuque as they arrive on Friday, July 17, the day before the ride starts in Onawa, Iowa. These visitors will park their vehicles here in designated lots, find lodging or camp at McAleece Park, and then board shuttles the next morning to travel to Onawa to dip their tires in the Missouri River before starting the ride.

City of Dubuque staff are coordinating event preparations with Travel Dubuque and other community partners. Details on volunteer opportunities, related street detours, parking information, and other details are available at **dubuqueragbrai.com**. More information will be shared in the next issue of City News!

Scan to visit the Dubuque RAGBRAI website.



LET'S GO!
Summer Activities Guide

Online on Friday, April 24

Turn to the Let's Go! Summer Activities Guide to discover a variety of recreation classes for youth and adults including summer camps, sports, martial arts, yoga, swim lessons, and more!

Registration for low-income families who qualify for the Parks & Recreation Family Scholarship Program may register for programs on May 4 - 5. Registration for recreation programs and swim lessons opens to the general public at 9 a.m. on Wednesday, May 6.

The guide will be published online on Friday, April 24, at **cityofdubuque.org/recreation**.



Parks & Recreation
$150 Scholarships

The Parks and Recreation Department provides up to 300 qualifying low-income families with $150 in scholarship credits to register for recreation programs and other services including annual swim passes and swim lessons. Note, scholarship credits may not be used for pool daily admissions. To learn more and apply, visit **cityofdubuque.org/recreation** or visit the Parks and Recreation office.

Swim passes are half-price for low-income individuals who do not have scholarship credits available. For questions, call 563-589-4263.



Flora and Sutton Pools are scheduled to open on Tuesday, May 26, depending on weather. Pre-season and regular pool hours are listed on the City website at **cityofdubuque.org/pools**.

The annual swim pass fee for Dubuque residents is $42 for youth (4 - 17), $74 for adults (18 and older), and $53 for seniors (55 and older). Children age 3 and under are free. Purchase swim passes at **cityofdubuque.org/pools** or at the Parks & Recreation office, 1157 Central Ave.

First-time buyers may purchase swim passes online and then visit the Parks and Recreation office to have their photo taken and pick up the pass. Swim pass renewals do not require a visit to the office. Please note, swim passes will not be sold at the pools. For questions about annual swim passes, call 563-589-4263.

Join or Start A
Neighborhood Association

Get more out of your neighborhood by connecting with the people around you. Dubuque's neighborhood associations bring residents together to build friendships, share resources, and create safer, more welcoming places to live.

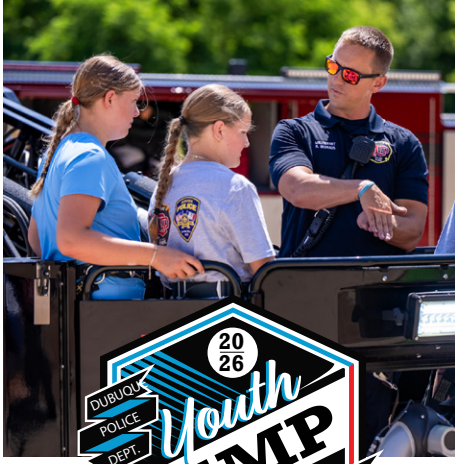
You can join an active group like Bluff Street, Downtown, Fenelon-Hill, Langworthy, North End, or Point, each offering opportunities to meet neighbors, attend events, and work together on projects that make a difference. Whether it's a monthly meeting or a neighborhood gathering, there's a place for you to get involved. Find contact information for existing associations at **cityofdubuque.org/neighborhoods**.

Don't see your neighborhood listed? Start your own! City staff are ready to help you every step of the way, from organizing your first meeting to defining boundaries and leadership roles. The Neighborhood Association Toolkit provides simple, practical guidance to get you started and set your group up for success. Learn more and download the toolkit at **cityofdubuque.org/neighborhoods**. For questions, call 563-564-5644.



Strong neighborhoods start with simple connections. Join an association or create one and be part of building a more connected Dubuque!





DUBUQUE POLICE & FIRE YOUTH CAMP

The Dubuque Police and Fire Youth Camp is a FREE two-day camp for local middle school and high school youth ages 11-18. Camp for ages 11-12 will be June 15-16, and camp for ages 13-18 will be June 18-19. Register online at **cityofdubuque.org/youthcamp** or pick up a registration form at one of the following locations:

- Carnegie-Stout Public Library, 360 W. 11th. St.
- Fire Headquarters, 11 W. 9th St.
- Dubuque Law Enforcement Center, 770 Iowa St.

PLEASE NOTE: The deadline to register is May 3. Submitting a registration form does not guarantee admittance to the camp. Due to the large number of interested applicants, the participants admitted to this camp will be determined via a lottery system.

Pick a Spot. Make a Difference!

The City of Dubuque invites residents to help keep our community clean and welcoming through the Adopt-A-Spot program. This volunteer opportunity is open to individuals, families, businesses, and community groups who want to make a visible difference in their neighborhoods.

Participants choose a public space such as a park, street, or trail, and commit to caring for it for at least one year. Activities may include picking up litter, reporting maintenance concerns, and helping keep areas looking their best. Volunteers are asked to clean their adopted spot once per month or as needed.

Getting started with Adopt-A-Spot is simple! First, visit **cityofdubuque.org/adoptaspot** to create a Project Connect account. Then, submit an application identifying the location you'd like to adopt. After City staff approve your request, you can pick up supplies like gloves, garbage bags, and litter grabbers. Once you have everything you need, you're ready to begin cleaning your spot. After each cleanup, just complete a quick survey so City staff can collect the filled bags.

Adopt-A-Spot is a simple way to give back, connect with others, and help keep Dubuque beautiful one spot at a time!



Spring & Summer

Hydrant Flushing

The Water Department will conduct fire hydrant flushing throughout the spring and summer months. Flushing is essential for preserving the water system's integrity and maintaining an adequate water supply for Dubuque housholds and firefighting.

Hydrant flushing may cause temporary inconveniences such as reduced water pressure and water discoloration. Discolored water, although harmless to public health, could potentially stain laundry.

Residents are advised to ensure that all discolored water is flushed out of their home's plumbing and hot water heater before doing laundry.

If you notice discolored water from your fixtures, please flush the water for approximately five minutes or until the water returns to its normal color. For questions, contact the Water Department at 563-589-4291.



Summer Reading

Plant a seed, read! Sign up for the Summer Reading Challenge at Carnegie-Stout Public Library. The concept is simple (and fun): read books to earn prizes! Registration opens Monday, June 1. Youth can sign up at the Children's Help Desk or online. Adults can sign up at the Reference Desk or through the BeanStack app.

Go to **carnegiestout.org** for details.

New Faces & Retirements

New City Employees

Anne McGhee	Transit
Shawna Domeyer	Multicultural Family Center
Corinne Rothblum	Office of Community Impact
Taj Chibnik	Finance
Stephanie Hirsch	Office of Community Impact
Danyell Jungblut	Transit
Karen Jones	Library
Leslie Davis	Parking
Luke Roth	Public Works
Andrew Jungblut	Transit
Greg Schuster	Transit
Kevin Canfield	Transit
John Krayer	Engineering
Randy Thompson	Transit

Recent Retirees

Amy Amburg	Emergency Communications

New Board/Commission Members

Randall Ludowitz, Civil Service Commission
Parker Scott , Long-Range Planning Advisory Commission
Wyatt Pierce, Housing Commission
Erin Beatty, Human Rights Commission
Courtney Engevold, Human Rights Commission
Juan Montogomery, Human Rights Commission

Calendar

May

2	City parks open for the season
4	City Council Meeting, 6:30 p.m.
6	Ken Kringle Awards, St. Raphael Cathedral, 5:30 p.m.
10-16	National Bike Week
18	City Council Meeting, 6:30 p.m.
25	City offices closed for Memorial Day *(Trash and recycling collection on Saturday, May 23)*
26	City Pools Open (weather dependent)

June

1	City Council Meeting, 6:30 p.m.
15	City Council Meeting, 6:30 p.m.
19-21	16th Annual Juneteenth Freedom Celebration
19	City offices closed for Juneteenth *(No change in trash and recycling collection)*

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

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



National Bike Week

May 9-16

Dubuque is participating in National Bike Week, from May 9-16. Ride your bike to work, school, the store, the park, to visit a friend, or anywhere! During National Bike Week people taking public transportation with their bike may ride The Jule for FREE!

Visit bikeweekdbq.com to learn about group bike rides, special offers at local business, and to sign up for prize drawings!

Historic Preservation Commission Awards

Tuesday, May 19, at 5:30 p.m.

The public is invited to attend the Historic Preservation Commission's 24th Annual Award Ceremony, tour, and public reception at 5:30 p.m. on Tuesday, May 19 at the Carnegie Stout Public Library, starting in the rotunda. The following projects will be recognized for their outstanding preservation:

Ken Kringle Awards

- The Ham House — 799 Main St.
- Holy Ghost School — 346-348 W. Locust St.
- Jacob Rich House — Rider Lacey Block

Duane Hagerty Award for Preservation Excellence

- Encyclopedia Dubuque

The event is held in partnership with Dubuque Main Street during Architecture Days. For more about the event, call the Planning Services Department at 563-589-4387.



16th Annual Juneteenth Freedom Celebration "Forever Resilient"

Friday, June 19, 5:45 - 9 p.m.
The Black Renaissance event at the Multicultural Family Center will include the history of Black culture through art, performances, a fashion show, live entertainment, and food.

Saturday, June 20, 12 – 4 p.m.
Picnic in Jackson Park, 1500 Main St. Will include games and activities for all ages, community booths, local business vendors, talent show, free food (while it lasts), and food trucks.

Sunday, June 21, 11 a.m. – 1 p.m.
Community Praise and Worship event at the Multicultural Family Center, 1157 Central Ave.

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April 20, 2026

City of Dubuque
City Council

CONSENT ITEMS # 6.

ITEM TITLE:	Property Tax Appeal Stipulation of Settlement Notice - Alpine Park MHC, LLC
SUMMARY:	Senior Counsel transmitting notice of a Stipulation of Settlement for a 2025 property tax appeal filed by Alpine Park MHC, LLC for their property located at Parcel No. 10-11-226-002.
SUGGUESTED DISPOSITION:	Receive and File

ATTACHMENTS:

1. Stipulation of Settlement

IOWA PROPERTY ASSESSMENT APPEAL BOARD

PAAB Docket No. 2025-104-00393C

Parcel No. 10-11-226-002

ALPINE PARK MHC LLC,
Appellant,

vs.

CITY OF DUBUQUE BOARD OF REVIEW,
Appellee.

NOTICE OF VOLUNTARY SETTLEMENT

TO: City of Dubuque, Iowa
County of Dubuque, Iowa
Dubuque Community School District
Northeast Iowa Community College
Dubuque County Hospital
Dubuque County Agricultural Extension Service
Conference Board of the City of Dubuque

YOU ARE HEREBY NOTIFIED, pursuant to Iowa Code Section 441.44, that the above-named Appellant and the City of Dubuque Board of Review, Appellee, have entered into a voluntary settlement of this assessment appeal.

A copy of the proposed Stipulation of Settlement is attached hereto.

This Stipulation of Settlement will be presented to the Iowa Property Assessment Appeal Board for approval no sooner than fourteen (14) days from the date of this Notice.

Dated this 7th day of April, 2026.

CITY OF DUBUQUE BOARD OF REVIEW,

Appellee

By: _____

Barry A. Lindahl, Esq.
Suite 330, Harbor View Place
300 Main Street
Dubuque, IA 52001-6944
(563) 583-4113

IOWA PROPERTY ASSESSMENT APPEAL BOARD

PAAB Docket No. 2025-104-00393C

Parcel No. 10-11-226-002

ALPINE PARK MHC LLC,
Appellant,

vs.

CITY OF DUBUQUE BOARD OF REVIEW,
Appellee.

STIPULATION OF SETTLEMENT

Appellant Alpine Park MHC LLC and Appellee City of Dubuque Board of Review state to the Iowa Property Assessment Appeal Board that the pending litigation with regard to the tax assessment for the following-described property as of **January 1, 2025 and January 1, 2026:**

Parcel No. **10-11-226-002**

has been settled and agreed upon as follows:

	Value	Exempt Amount	Value with Exemptions
Land	$ 8,535,300	($ 97,500)	$ 8,437,800
Improvement	$ 9,004,600	($ 442,400)	$ 8,562,200
Total Value	**$17,539,900**	**($539,900)**	**$17,000,000**

It is further agreed that upon entry of an Iowa Property Assessment Appeal Board Order confirming the above settlement, the above pending litigation shall be dismissed with prejudice.

Dated this 7th day of April, 2026.

ALPINE PARK MHC LLC,
Appellant

By: Rob Malek

CITY OF DUBUQUE BOARD OF REVIEW,
Appellee

By: _____
Barry A. Lindahl, Esq.

Barry A. Lindahl, Esq.
Senior Counsel
Suite 330, Harbor View Place
300 Main Street
Dubuque, Iowa 52001-6944
(563) 583-4113 office
(563) 583-1040 fax
balesq@cityofdubuque.org
Office Hours: 8:00 AM – 5:00 PM, T-W-Th
8:00 AM – 12:00 PM, F

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007·2012 2013·2017

AGENDA LETTER

April 7, 2026

Mayor and Members of the City Council
of the City of Dubuque
City Hall
50 West 13th Street
Dubuque, IA 52001

President of the Board of Directors
Northeast Iowa Community College
P.O. Box 400
Calmar, IA 52132

Chairperson of the
Dubuque County Board of Supervisors
Dubuque County Courthouse
720 Central Avenue
Dubuque, IA 52001

Chairperson of the Board of Trustees
Dubuque County Hospital
Sunnycrest Manor
2375 Roosevelt Street
Dubuque, IA 52001

Chairperson of the School Board
Dubuque Community School District
Central Administration Offices
2300 Chaney Road
Dubuque, IA 52001

Chairperson of the Council of the
Dubuque County Agricultural Extension
Service
14858 West Ridge Lane, Suite 2
Dubuque, IA 52003

Chairperson of the Conference Board
of the City of Dubuque
City Hall
50 West 13th Street
Dubuque, IA 52001

RE: Alpine Park MHC LLC vs. City of Dubuque Board of Review
2025 Property Tax Appeal
Property Assessment Appeal Board Docket No. 2025-104-00393C

Enclosed is a copy of the Stipulation of Settlement regarding a tax assessment appeal filed by Alpine Park MHC LLC with the Property Assessment Appeal Board. Iowa Code Sec. 441.44 requires that the Stipulation of Settlement be served upon each of you.

There is one property that is the subject of this appeal. The appeal is for the January 1, 2025 assessed value.

Details of Property
The property is owned and operated by Alpine Park MHC LLC. The parcel is a Manufactured Home Park located at 4095 Mount Alpine Street. The 119.95-acre property contains 408 park spaces along with three outbuildings used for storage, clubhouse, office and storm shelter. The property has been built out in phases starting in 1999 and continuing through 2020.

2025 Appeal
Alpine Park MHC LLC filed a protest with the City of Dubuque Board of Review in April 2025 appealing to the 2025 assessment of $17,912,300, The prior 2024 assessment was $14,211,400. The protest claimed the market value to be $16,364,295 based on the income approach.

Proposed Settlement
The 2024 income and expenses of Alpine Park MHC LLC were provided along with nearby comparable property assessed valuations. After settlement discussions, the parties have reached a proposed settlement agreement. The tentative settlement is for an assessed value for January 1, 2025, and 2026 of $17,000,000.00.

Proposed Settlement
The parties have reached a proposed settlement agreement. The tentative settlement is for an assessed value for January 1, 2025 and 2026, of $17,000,000.00.

Pursuant to the Stipulation of Settlement the appeal will be dismissed and the assessed value will be adjusted to $17,000,000.00 for 2025 and 2026.

The value for 2025 and 2026 will be apportioned as follows:

	Value	Exempt Amount	Value with Exemptions
Land	$ 8,535,300	($ 97,500)	$ 8,437,800
Improvement	$ 9,004,600	($ 442,400)	$ 8,562,200
Total Value	**$17,539,900**	**($539,900)**	**$17,000,000**

The exemption is forest and storm shelter.

The proposed settlement will be presented to the Property Assessment Appeal Board after fourteen (14) days from the date indicated on the attached Notice of Voluntary Settlement. If there are any objections to the settlement they should be made known to the Property Assessment Appeal Board prior to that time. If you have any questions about the proposed settlement, please contact City Assessor Troy Patzner at (563) 589-4416.

Very sincerely,

Barry A. Lindahl, Esq.
Senior Counsel

Enclosure
Attachment
cc: Michael C. Van Milligen, City Manager
Adrienne N. Breifelder, City Clerk
Troy Patzner, City Assessor

Copyrighted
April 20, 2026

City of Dubuque
City Council

CONSENT ITEMS # 7.

ITEM TITLE:	Vacation and Sale of Alley Right of Way Agreement - Kellhoff Properties, LLC Property at 3860 Peru Road
SUMMARY:	City Manager recommending City Council approval of an agreement with Kellhoff Properties, L.L.C. (Kellhoff) related to the vacation and sale of certain street right of ways adjacent to the property at 3860 Peru Road in Dubuque, Iowa. RESOLUTION Approving an Agreement between the City of Dubuque, Iowa and Kellhoff Properties, L.L.C.
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Agreement with Kellhoff Properties, LLC for the Vacation and Sale of the Alley Right of Way adjacent to Property at 3860 Peru Road
2. 1 Staff Memo approve kellhoff agreement
3. 2 Resolution Approving kellhoff Agreement
4. 3 kellhoff agreement binder 04082026 SIGNED

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Agreement with Kellhoff Properties, L.L.C. for the Vacation and Sale of the Alley Right of Way lying between Peru Road, Toledo Street, Excelsior Street, and Walker Street Adjacent to Kellhoff Properties, L.L.C. Property at 3860 Peru Road

DATE: April 15, 2026

City Engineer Gus Psihoyos is recommending City Council approval of an agreement with Kellhoff Properties, L.L.C. (Kellhoff) related to the vacation and sale of certain street right of ways adjacent to the property at 3860 Peru Road in Dubuque, Iowa.

The City of Dubuque has entered into an agreement with Kellhoff for the sale of City owned alley right of way property to be used to help facilitate the development of six residential lots owned by Kellhoff at 3860 Peru Road. The property to be conveyed to Kellhoff includes all of the alley right of way lying between Peru Road, Toledo Street, Excelsior Street, and Walker Street.

The agreed upon price for the vacation and sale of the 6,000 square feet alley right of way area is $8,790.00. Kellhoff will be responsible for all surveying/platting costs, publication and filing fees. The City will reserve a public utility easement over the entire alley right of way area to accommodate any existing and future utilities. The easement will prohibit construction of buildings or other structures. Kellhoff plans to use the vacated area to install utility connections, from the six residential lots to City utility mains on Peru Road, and to construct a driveway with appurtenances. The neighboring property owners have provided formal written consent for the vacation and have waived their right to purchase the portion of the alley adjacent to their property.

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
Nate Kieffer, CE III, PE/PLS

THE CITY OF DUBUQUE
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TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Agreement with Kellhoff Properties, L.L.C. for the Vacation and Sale of the Alley Right of Way lying between Peru Road, Toledo Street, Excelsior Street, and Walker Street Adjacent to Kellhoff Properties, L.L.C. Property at 3860 Peru Road

DATE: April 8, 2026

INTRODUCTION

The purpose of this memorandum is to request City Council approval of an agreement with Kellhoff Properties, L.L.C. (Kellhoff) related to the vacation and sale of certain street right of ways adjacent to the property at 3860 Peru Road in Dubuque, Iowa.

BACKGROUND

The City of Dubuque has entered into an agreement (see agreement attached) with Kellhoff for the sale of City owned alley right of way property to be used to help facilitate the development of six residential lots owned by Kellhoff at 3860 Peru Road. The property to be conveyed to Kellhoff includes all of the alley right of way lying between Peru Road, Toledo Street, Excelsior Street, and Walker Street.

DISCUSSION

In working with Kellhoff, City staff has prepared an agreement for the vacation and sale of the alley right of way property described above. The agreed upon price for the vacation and sale of the 6,000 square feet alley right of way area is $8,790.00. Kellhoff will be responsible for all surveying/platting costs, publication and filing fees. The City will reserve a public utility easement over the entire alley right of way area to accommodate any existing and future utilities. The easement will prohibit construction of buildings or other structures. Kellhoff plans to use the vacated area to install utility connections, from the six residential lots to City utility mains on Peru Road, and to construct a driveway with appurtenances. The neighboring property owners have provided formal written consent for the vacation and have waived their right to purchase the portion of the alley adjacent to their property.

A copy of the agreement executed by Kellhoff is attached.

RECOMMENDATION

I recommend that the City approve the Agreement for the vacation and sale of certain alley right of way adjacent to the Kellhoff property at 3860 Peru Road per the terms of the attached Agreement.

ACTION TO BE TAKEN

I respectfully request adoption of the attached resolution approving said Agreement and authorizing the City Manager to execute said agreement.

Attach.

Prepared by: Nate Kieffer, CE III, PE/PLS

Prepared by Nate Kieffer, City of Dubuque Engineering 50 W. 13th St. Dubuque, IA 52001
Return to Adrienne N. Breitfelder, City Clerk, City of Dubuque 50 W. 13th St. Dubuque, IA 52001

RESOLUTION NO. -26

RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF DUBUQUE, IOWA AND KELLHOFF PROPERTIES, L.L.C.

Whereas, Kellhoff Properties, L.L.C. (Kellhoff) owns six residential lots at 3860 Peru Road legally described as Lots 521 to 524 inclusive and Lots 529 and 5230 in North Dubuque Addition, in the City of Dubuque, Iowa (the Kellhoff Property); and

Whereas, Kellhoff is requesting the vacation and sale of the alley right of way lying between Peru Road, Toledo Street, Excelsior Street, and Walker Street, being approximately 6,000 square feet in area, (the Alley Right of Way), and adjacent to the Kellhoff Property , in order to accommodate the development of said residential lots; and

Whereas, Kellhoff and City desire to enter into an agreement with respect to the proposed Alley Right of Way vacation as set forth herein; and

Whereas, a copy of the Agreement is attached hereto; and

Whereas, Kellhoff has executed the Agreement.

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

Section 1. The Agreement attached hereto is hereby approved.

Section 2. The City Manager is authorized and directed to execute the Agreement on behalf of the City of Dubuque

Passed, approved, and adopted this _____ day of _____, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish L. Gleason, Assistant City Clerk

AGREEMENT
BETWEEN
KELLHOFF PROPERTIES, L.L.C.
AND
THE CITY OF DUBUQUE, IOWA

This Agreement, dated for reference purposes the 14 day of April, 2026 is made and executed between the City of Dubuque, Iowa, (City), a municipal corporation, and Kellhoff Properties, L.L.C. (Kellhoff), an Iowa Limited Liability Company.

Whereas, Kellhoff owns six residential lots at 3860 Peru Road legally described as Lots 521 to 524 inclusive and Lots 529 and 5230 in North Dubuque Addition, in the City of Dubuque, Iowa (the Kellhoff Property); and

Whereas, Kellhoff is requesting the vacation and sale of the alley right of way lying between Peru Road, Toledo Street, Excelsior Street, and Walker Street, being approximately 6,000 square feet in area, (the Alley Right of Way), and adjacent to the Kellhoff Property , in order to accommodate the development of said residential lots; and

Whereas, Kellhoff and City desire to enter into an agreement with respect to the proposed right of way vacation as set forth herein.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

SECTION 1. CITY RESPONSIBILITIES.

1. City will vacate and sell the Alley Right of Way, being approximately 6,000 sq. ft. in area, as shown on the attached Exhibit A, for $8,790.00.

2. City will reserve a public utility easement over the entirety of the Alley Right of Way. This easement will preclude the placement of any buildings or structures on the vacated right-of-way in order to allow for maintenance or replacement of existing or future utilities in the area.

3. City will upon receipt of the plat of survey of the area proposed to be vacated, take the request to the City Council to be set for a public hearing and formal approval.

4. City will after the public hearing approval by the City Council and receipt of the publication and filing fees, execute a Quit Claim Deed to Kellhoff for the vacated property and record the deed.

SECTION 2. KELLHOFF RESPONSIBILITIES.

1. Kellhoff will submit a request to vacate in writing to: The Honorable Mayor and City Council at 50 West 13th Street, Dubuque, Iowa, with reasons for the proposed vacating and a sketch or plat of the area to be vacated.

2. Kellhoff will purchase the vacated right of way area for the amount of $8,790.00 plus all applicable publication and filing fees.

3. Kellhoff will have a plat of survey prepared at Kellhoff's expense by a Licensed Land Surveyor. This will show the boundaries of the proposed vacating and assign a legal description to the property.

4. Kellhoff will provide written consent for the vacation and sale by all affected private property owners, as determined by the City Engineer.

SECTION 3. NOTICES.
All notices and correspondence related to this Agreement must be sent to the following:

If to Developer: Luke D. Hoffmann
500 Westover Dr. #34567
Sanford, NC 27330

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 Kellhoff, 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 permission of the City. Such 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 District Court of Iowa, 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.

5.6 This agreement is subject to approval by the City Council of Dubuque, Iowa.

CITY OF DUBUQUE, IOWA

By: _____
Michael C. Van Milligen
City Manager

KELLHOFF PROPERTIES, L.L.C.

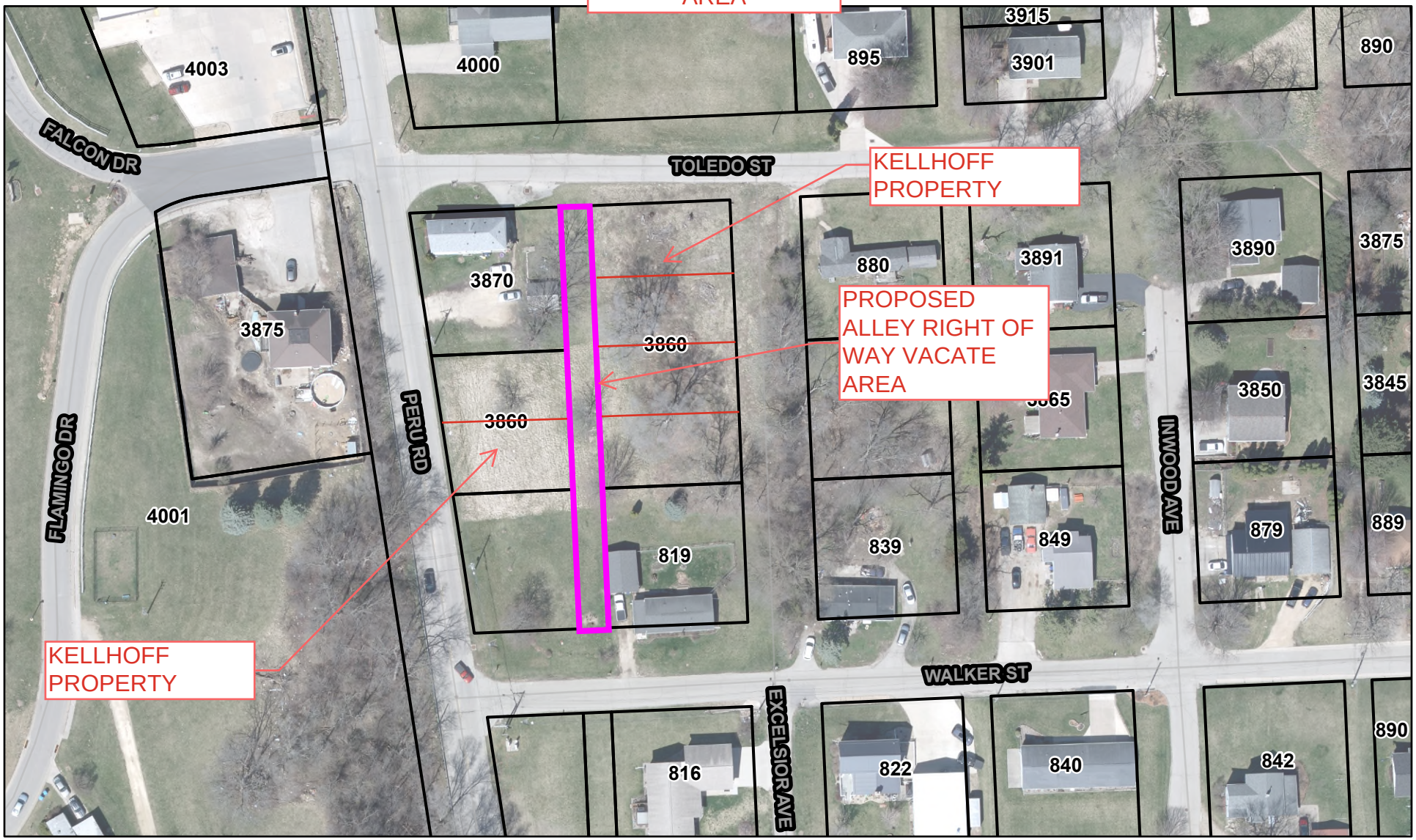
By: _____
Luke D. Hoffmann
Authorized Representative

EXHIBIT A

THE CITY OF DUBUQUE
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EXHIBIT A
ALLEY RIGHT OF WAY VACATION AREA

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



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.

11" x 8.5" Sheet
1 inch equals 100 feet

0 50 100
Feet

N
W E
S

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

Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

Copyrighted
April 20, 2026

City of Dubuque
City Council

CONSENT ITEMS # 8.

ITEM TITLE:	Request to Authorize Credit Card Processing Forms - Fuel Station Rehabilitation Project
SUMMARY:	City Manager recommending City Council authorize the City Manager to sign attached contract forms in order to complete the credit card station for the bulk water station as part of the Fuel Station Rehabilitation Project (CIP #5429900018). RESOLUTION Fuel Station Rehabilitation Project - Approving the Merchant Processing Agreement between the City of Dubuque and Citizens Merchant Services
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Request to Authorize Credit Card Processing Forms - Fuel Station Rehabilitation Project
2. Staff Memo 2026-04-14_FuelStation-CC-Forms-Memo
3. FuelStation-CC-Forms-RESOLUTION
4. (1.2026) Citizens - MPA SM Application and Price Schedule
5. (1.2026)Citizens - Additional Services Special Amendment
6. BOCDD-Merchant-NAFleet_v2
7. NBS Standard Service Agreement WP - BankcardWEXVOYAGERFM
8. WEX Application 2026

THE CITY OF DUBUQUE
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Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Request to Authorize Credit Card Processing Forms - Fuel Station Rehabilitation Project

DATE: April 15, 2026

Assistant Public Works Director - Project Manager Max O'Brien is recommending City Council authorize the City Manager to sign attached contract forms in order to complete the credit card station for the bulk water station as part of the Fuel Station Rehabilitation Project (CIP #5429900018).

The project funding has been covered by the funding sources as described below:

Project No.	Fund Description	Fund Amount
5429900018	Road Use Tax – Snow & Ice savings FY24 & FY 25	$581,917.00
5429900018	Sales Tax 30% - FY26 CIP	$510,200.00

The cost of the credit card station equipment and software set up was included as part of the construction contract with Evora Energy in the amount of $1,092,117.00.

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
Arielle Swift, Public Works Director
Max O'Brien Assistant Public Works Director - Project Manager
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Brian DeMoss, Finance Manager
Chris Lester, Water Department Director
Jason Lehman, Assistant City Attorney

THE CITY OF DUBUQUE
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TO: Michael C. Van Milligen, City Manager

FROM: Max O'Brien, Assistant Public Works Director – Project Manager

DATE: April 14, 2026

SUBJECT: Request to Authorize Credit Card Processing Forms - Fuel Station Rehabilitation Project

INTRODUCTION

This memorandum requests the City Council authorize the City Manager to sign attached contract forms in order to complete the credit card station for the bulk water station as part of the Fuel Station Rehabilitation Project (CIP #5429900018).

DISCUSSION

This project was awarded by City Council during the March 17, 2025 meeting to Evora Energy, LLC of Grimes, Iowa as the lowest responsive, responsible bidder. The project is nearing final completion, with the fuel station itself operational and already utilized by staff. The final remaining item needed for the project includes the set up of the credit card kiosk that was added to the bulk water station to facilitate metering, recharges, and sale of bulk water to outside parties for water distribution operations.

While the credit card kiosk and station equipment have been installed by the contractor, completion and submittal of the attached 60 month duration contract forms are necessary in order for the contractor to be able to fully complete and set up the kiosk as part of the project.

BUDGET IMPACT

The project funding has been covered by the funding sources as described below:

Project No.	Fund Description	Fund Amount
5429900018	Road Use Tax – Snow & Ice savings FY24 & FY 25	$581,917.00
5429900018	Sales Tax 30% - FY26 CIP	$510,200.00

The cost of the credit card station equipment and software set up was included as part of the construction contract with Evora Energy in the amount of $1,092,117.00.

ACTION STEP

I respectfully request the City Council authorize the City Manager to sign attached

contract forms in order to complete the credit card station for the bulk water station as part of the Fuel Station Rehabilitation Project (CIP #5429900018).

cc: Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Brian DeMoss, Finance Manager
Arielle Swift, Public Works Director
Chris Lester, Water Department Director
Jason Lehman, Assistant City Attorney

Prepared by Max O'Brien City of Dubuque Public Works, 925 Kerper Ct. Dubuque, IA 52001 (563)589-4250
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. __ - 26

FUEL STATION REHABILITATION PROJECT

APPROVING THE MERCHANT PROCESSING AGREEMENT BETWEEN THE CITY OF DUBUQUE AND CITIZENS MERCHANT SERVICES

WHEREAS, the Fuel Station Rehabilitation Project was awarded by City Council during its meeting on March 17, 2025, to Evora Energy, LLC of Grimes, Iowa, as the lowest responsive, responsible bidder. The project is nearing final completion, with the fuel station itself operational and already utilized by staff. The final remaining item needed for the project includes the set-up of the credit card kiosk that was added to the bulk water station to facilitate metering, recharges, and sale of bulk water to outside parties for water distribution operations. While the credit card kiosk and station equipment have been installed by the contractor, completion and submittal of the attached 60-month duration merchant processing agreement with Citizen Merchant Services are necessary in order for the contractor to be able to fully complete and set up the kiosk as part of the project.

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

Section 1. That the Merchant Processing Agreement between the City of Dubuque, Iowa, and Citizens Merchant Services, a copy of which is attached hereto, is hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute the Merchant Processing Agreement on behalf of the City of Dubuque.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Merchant Processing Agreement.

Passed, adopted and approved this _____ day of _____, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish Gleason, Assistant City Clerk

Citizens Merchant Services

Merchant Processing Agreement
Application and General Terms and Conditions

1.2026-Citizens

MERCHANT INFORMATION

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or business that opens an account. What this means to you— When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We will also ask to see your driver's license and/or other identifying documents.

Federal Tax ID	Number of Locations	Has this Business Ever Filed Bankruptcy?	Any present intent to file bankruptcy?
		☐ Yes Date: _____	☐ Yes ☐ No

Business Legal Name (if organized as a Sole Proprietorship, Must be Owner's Personal Name) – to avoid IRS penalties, Legal Name must match federal Income Tax Return

Doing Business As ("DBA")/Disregarded Entity/Store Name (Store Name is name that will appear on receipt)		Store Number	MCC/SIC 5541	
Physical Address (Physical address only—No PO Boxes)	Years at Address	City	State	Zip
Mailing Address (If Different from Physical Address)		City	State	Zip

Business Phone (include Area Code)	Customer Service Phone (include Area Code)	Email Address (For iQ registration, and, in our discretion, notifications)
Business Fax (Include Area Code)	Designated Account Routing and Transit Number	Designated Account DDA Number
	1._____ Deposit Account 2._____ Fee Account (if different than Deposit Account) 3._____ Exception Account (if different than Fee Account)	1._____ Deposit Account 2._____ Fee Account (if different than Deposit Account) 3._____ Exception Account (if different than Fee Account)

Is Merchant a government entity or an entity at least 50% owned or controlled by a government entity: ☐ Yes ☐ No

If "yes", list country name of owning or controlling government entity:_____

BENEFICIAL OWNERSHIP / CONTROL OWNER
(Required for Partnerships, Private Corporations, Limited Liability Companies, & Non-Profit/Tax Exempt Organizations.)

To help the government fight financial crime, federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of certain legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes. For more information go to, https://www.federalregister.gov/documents/2016/05/11/2016-10567/customer-due-diligence-requirements-for-financial-institutions.

- A **Beneficial Owner** is an individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity of Merchant (*e.g.*, each natural person that owns 25 percent or more of the shares of a corporation). The number of individuals that satisfy this definition of "beneficial owner" may vary. Depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified.
- A **Control Owner** is a single individual with significant responsibility for managing the Merchant (*e.g.*, a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer). It is possible that in some circumstances the same individual might be identified as Beneficial Owner and a Control Owner (*e.g.*, the President of Acme, Inc. who also holds a 30% equity interest).

Type of Legal Entity

☐ Association/Estate/Trust ☐ Individual/Sole Proprietor ☐ LLC ☐ Partnership ☐ Publicly Traded Corporation
☐ Government (Federal/State/Local) ☐ Financial Institution ☐ Non-Profit/Tax-Exempt ☐ Private Corporation ☐ SEC Registered/Other

	Name	Title	% Ownership	Social Security Number	Date of Birth
Control Owner					
Home Address (Physical address only—No PO Boxes)					Home Phone
City		State		Zip	Cell Phone
Driver's License		Date of Issue		Date of Expiration	
Beneficial Owner					
Home Address (Physical address only—No PO Boxes)					Home Phone
City		State		Zip	Cell Phone
Driver's License		Date of Issue		Date of Expiration	
Beneficial Owner					
Home Address (Physical address only—No PO Boxes)					Home Phone
City		State		Zip	Cell Phone
Driver's License		Date of Issue		Date of Expiration	

Citizens Merchant Services

Merchant Processing Agreement
Application and General Terms and Conditions

1.2026-Citizens

BENEFICIAL OWNER	NAME	TITLE	% OWNERSHIP	SOCIAL SECURITY NUMBER	DATE OF BIRTH
HOME ADDRESS (PHYSICAL ADDRESS ONLY—NO PO BOXES)					HOME PHONE
CITY			STATE	ZIP	CELL PHONE
DRIVER'S LICENSE		DATE OF ISSUE		DATE OF EXPIRATION	

BENEFICIAL OWNER	NAME	TITLE	% OWNERSHIP	SOCIAL SECURITY NUMBER	DATE OF BIRTH
HOME ADDRESS (PHYSICAL ADDRESS ONLY—NO PO BOXES)					HOME PHONE
CITY			STATE	ZIP	CELL PHONE
DRIVER'S LICENSE		DATE OF ISSUE		DATE OF EXPIRATION	

ADDITIONAL INFORMATION

Current Ownership Established (Date): _____
Business Established (Date): _____

Do you Currently Accept Credit Cards? ■ Yes ☐ No
Who is your Current Processor? _____

Merchandise/Services Sold
Gasoline & C-Store Items

For Card Not Present Transactions – Merchandise is delivered
☐ Physical ☐ Electronic ☐ Both

Average ticket $35.00
High ticket $150.00

Average number of days from when cardholder is charged & when products or services are received IN FULL by cardholder? 0

Seasonal? ☐ No ☐ Yes
(If Yes, select Months Active)

Months Active:
Jan ☐ Feb ☐ Mar ☐ Apr ☐ May ☐ Jun ☐ Jul ☐ Aug ☐ Sep ☐ Oct ☐ Nov ☐ Dec ☐

Warranties Provided by Merchant (excluding manufacturer warranties):
■ None ☐ 30-Day ☐ 60-Day ☐ 90-Day ☐ 1-Year ☐ Lifetime

Return Policy:
■ None ☐ 3-Day ☐ 30-Day ☐ 60-Day ☐ >60 Days ☐ All Sales Final ☐ Exchange/Store Credit Only

Chargeback Percentage .01 %
Return Percentage 0 %
Have you had more than 25 chargebacks in the past 12 months?
☐ Yes ☐ No

Card Present 100 % +
Card Not Present 0 % =
Total 100%

Business to Business 0 %
Internet Transaction 0 %
Website (required for Internet sales): _____

Visa/MC/Discover volume related to pre-paid Sales? 0 %
Percentage Required for Pre-Payment or Down Payment? 0 %
American Express volume related to pre-paid Sales? 0 %

Estimated Total Visa/MC/discover Monthly Volume $_____
Estimated Total American Express Monthly Volume $_____

■ Opt out of receiving American Express Marketing Materials.

Has this Business, or any of its predecessors or affiliates, ever been fined by Visa® or MasterCard® Discover® or American Express®? ☐ Yes ☐ No
If Yes, ☐ Visa® ☐ MasterCard® ☐ Discover® ☐ American Express®

SITE VISIT

☐ Merchant proceeds deposited into Member Bank account
■ Personal visit by a sales representative Date _____
☐ Interior and exterior photos of the Merchant's location are attached.
☐ Not required due to Franchise or Association exception
☐ Inspection report completed and included with supporting documentation
Was site consistent with Merchant's represented business? ■ Yes ☐ No

GENERAL TERMS AND CERTIFICATION

- "Merchant Processing Agreement" (herein collectively "**Agreement**") consists of the following component parts all of which are incorporated by reference herein and constitute the entire agreement between the parties and supersede all prior agreements or representations between the parties whether written or oral with respect to the subject matter herein: (1) the application which consists of this page and the preceding page "Application" and the following Price Schedule as titled respectively, (2) the Merchant Processing Agreement Terms and Conditions, and (3) any and all other applicable addenda, schedules, exhibits, attachments, or amendments thereto. Unless otherwise explicitly stated, all capitalized terms that are used but not defined in this paragraph have the meanings specified in the Merchant Processing Agreement Terms and Conditions. Each person signing immediately below this paragraph (each, as "**Signer**") certifies that (i) he or she is an officer, owner, principal, or other authorized representative of the legal entity or sole proprietor identified on page 1 of the Agreement (the "**Merchant**" **or "you" or "your"),** (ii) he or she has received a full and complete copy of this Agreement, (iii) he or she has read, understands, and accepts all of the terms and conditions in this paragraph and elsewhere in the Agreement, AND (iv) all of the information contained in the Application is true, accurate, and complete.
- No modifications, alterations, or manual changes (including lining out fees, unless otherwise pre-approved and/or pre-designated by us) you or Signer make to the Agreement will be effective unless we consent to them in a separate writing. This Agreement may be executed in counterparts. A scanned, facsimile, or duplicate copy of this Agreement executed by the parties shall be treated as an original. Each undersigned represents and warrants that he or she is authorized to sign on behalf of the legal entity named in this Agreement and to bind such entity to the terms of this Agreement.
- **By signing below, Signer(s), on behalf of the Merchant, (i) agree(s) to be bound by all of the provisions of the Agreement, including the choice of law, jurisdiction, and venue provisions contained in the Terms and Conditions, and (ii) acknowledge(s) Merchant is aware of and must comply with the Rules Summary, and Operating Regulations.** Signer(s) individually authorize(s) Processor (herein "**Processor**", "**us**" or "**our**" or "**we**") or our representative to (i) investigate him, her, and/or Merchant by utilizing a third-party credit reporting agency, including by obtaining consumer credit reports on such signer(s); (ii) share information provided in the Merchant Processing Agreement Application with third parties for fraud and risk purposes; and (iii) conduct an initial and ongoing comprehensive credit inquiry and/or investigation.
- Signer(s), on behalf of the Merchant, irrevocably authorizes us to initiate Automated Clearing House ("ACH") debit and/or credit entries from and to the Designated Accounts for all fees, costs, and amounts due to us or payable to Merchant pursuant to this Agreement and ACH rules and regulations. In the event that a credit or debit entry is erroneously initiated, Signer(s), on behalf of the Merchant, authorizes us to immediately correct such error. This ACH Authorization shall remain in full force and effect until we have collected payment on all fees, costs, and amounts due or which may become due pursuant to this Agreement. The Designated Account(s) may not be changed or altered without thirty (30) days prior written notification to us and the execution of any forms or instruments deemed reasonably necessary by us.
- **Signer(s) certify/certifies under penalty of perjury that:**
  1. **The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and**
  2. **I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and**
  3. **I am a U.S. citizen or other U.S. person**

Initial Term: 3 YEAR(S)	***The Terms and Conditions of the Agreement determine when this Merchant Processing Agreement/Application and Price Schedule become effective.***

The Internal Revenue Service does not require your or Signer(s) consent to any provision of this document other than the certifications required to avoid backup withholding.

MERCHANT PROCESSING AGREEMENT ACKNOWLEDGEMENT

You acknowledge receipt of the Merchant Processing Agreement, the Application, the Price Schedule, and any other applicable amendments, schedules, exhibits, and attachments (collectively the **"Agreement"),** including the documents listed below. This Agreement between the parties supersedes all prior agreements or representations between the parties whether written or oral regarding the subject matter of the Agreement. You represent that you have read the Agreement, including the portions contained on our agreement website (https://info.worldpay.com/citizensbank-smcontract.html), and you understand its terms and agree to be bound by them (including terms that we add or amend from time to time without notice and in our sole discretion). Whether or not we have formally approved your application, your submission of a transaction for processing, whether to us, Member Bank, or our third-party providers, is an expression of your consent to the terms of the Agreement. You can request a copy of the Agreement at any time by contacting a Customer Service Representative at (866) 453-7047 or your Processor Relationship Manager.

- Terms and Conditions (1.2026)
- Addendum A – General Services Addendum
- Network Interchange Schedules (as applicable)
- Privacy Notice
- Rules Summary
- Visa Disclosures

	MERCHANT SIGNATURE	PRINTED NAME	TITLE	DATE
1				
2				

	SALES REPRESENTATIVE SIGNATURE	PRINTED NAME	DATE

MEMBER BANK: CITIZENS BANK, N.A., ONE CITIZENS PLAZA, PROVIDENCE, RHODE ISLAND 02903 ("CITIZENS")

UNLIMITED PERSONAL GUARANTY AND CREDIT INFORMATION AUTHORIZATION

In exchange for our and Member Bank's acceptance of this Agreement, each person signing immediately below this paragraph (each a "Guarantor") is signing this Agreement as a Guarantor of the Merchant identified on page 1 of the Agreement. By signing below, each Guarantor (i) accepts and agrees to be bound by the Continuing Unlimited Guaranty provisions contained in Section 11 of the Merchant Processing Agreement Terms and Conditions, and (ii) acknowledges and confirms that, prior to signing, he or she received and read those Continuing Unlimited Guaranty provisions. Each Guarantor individually consents and authorizes Processor, Member Bank, and/or either of their representatives, affiliates and assigns to conduct an initial and ongoing comprehensive credit investigation of him or her by utilizing a third-party credit-reporting agency.

	SIGNATURE	PRINTED NAME	DATE	SOCIAL SECURITY NUMBER	DATE OF BIRTH
1					
HOME ADDRESS (PHYSICAL ADDRESS ONLY—NO PO BOXES)				HOME PHONE NUMBER	CELL PHONE NUMBER
2					
HOME ADDRESS (PHYSICAL ADDRESS ONLY—NO PO BOXES)				HOME PHONE NUMBER	CELL PHONE NUMBER

Citizens Merchant Services

Merchant Processing Agreement
Price Schedule

1.2026-Citizens

Refer to Section 6 "Fees and Other Services" of the Terms and Conditions for additional pricing disclosures. You are responsible for and agree to pay all fees and charges we assess or that are associated with any services provided to you, including services not initially provided to you, and Additional Services and Optional Services as defined in the Agreement. PLEASE NOTE THAT CERTAIN MCC CODES ARE SUBJECT TO UNDERWRITING FEES, WHICH ARE IN ADDITION TO THE FEES IN THE TRANSACTION PRICING SECTION AND APPEAR IN THE ADDITIONAL FEES PRICING SECTION OF THIS APPLICATION. IF YOU HAVE QUESTIONS ABOUT WHETHER YOUR ACCOUNT IS SUBJECT TO UNDERWRITING FEES, PLEASE REFER TO THE TERMS AND CONDITIONS AND ADDENDUM A OR ASK YOUR REPRESENTATIVE FOR MORE INFORMATION.

RATES AND FEES

Billing Frequency: ■ Daily ☐ Monthly

CREDIT AND SIGNATURE DEBIT TRANSACTION PRICING

Visa/MasterCard/Discover Network/American Express OptBlue/PayPal Program

	Discount Rate	Transaction Fee
Flat Rate Pricing		
☐ **Dynamic**: **Flat Rate Pricing**[16]		
In Person[18]	_____%	+ $_____
Online[19]	_____%	+ $_____
Keyed/Recurring[20]	_____%	+ $_____
Tiered Pricing		
☐ **Tiered Pricing**[1] Qualified	_____%	+ $_____
Mid-Qualified	_____%	+ $_____
Non-Qualified	_____%	+ $_____
High-Risk transactions will be assessed the Non-Qualified Discount Rate and Transaction Fee plus an additional Discount Rate of up to .75% (See Terms and Conditions under the section heading Tiered Transaction Pricing).		
■ **Interchange+ Pricing**[3]	0 %	+ $.25

American Express OptBlue Program[2]: Is annual volume less than $1,000,000.00?
☐ Yes ☐ No If No, you are not eligible for the American Express OptBlue Program unless your Merchant Category Code is exempt from the $1,000,000 annual volume threshold according to current American Express OptBlue Program limitations.
(If No and your volume decreases to less than $1,000,000.00, you may be converted to the American Express OptBlue Program unless you have elected to opt out.)
Communication Fee ☐ Yes ☐ No.
(If Yes, you shall be assessed a communication fee of $0.10/transaction for American Express)
_____ By initialing here you elect to opt-out of the American Express OptBlue Program.

American Express Direct [2]Account Number (if applicable):_____

Direct American Express Merchant Transaction Fee: $ _____ (this fee is in addition to any other applicable fees)

Transaction Risk Fee Unless the box immediately below is checked, Interchange+ Pricing includes a Transaction Risk Fee from _____% up to 0.85% in addition to your Discount Rate and applies to transactions that carry a higher degree of risk as described in the Terms and Conditions under the section heading Transaction Risk Fees.
☐ Transaction Risk Fee Not Applicable when checked

PIN DEBIT/EBT TRANSACTION PRICING

PIN Debit Pricing	Discount Rate	Transaction Fee
☐ Interchange+[3]	_____%	+ $_____
☐ Flat Rate[4]	_____%	+ $_____

☐ Electronic Benefits Transfer (EBT)

Setup Fee	Monthly Fee	Transaction Fee
$_____	$_____	$_____

Merchant FCS Number:

Merchant Card Not Present FCS Number:

SECURITY PRODUCTS & FEES

☐ **SaferPayments Basic**
(Currently Included in Flat Rate) $24.95/Month/MID (capped at 20 MIDs or $499/Month)

SaferPayments Basic option includes PCI assessment tools and Breach Assistance. (Refer to Addendum A Section A.21)

EMV Non-Enabled Fee*[5]
Low Risk 0.05% of gross sales per month
Moderate Risk 0.15% of gross sales per month
High Risk 0.27% of gross sales per month

☐ **SaferPayments Managed**
Tiered and Interchange Plus Pricing: $49.95/Month/MID (capped at 20 MIDs or $999/Month)
Flat Rate Pricing: $25.00/Month/MID (capped at 20 MIDs or $499/Month)

SaferPayments Managed option includes Managed PCI Support, PCI assessment tools, Cyber Security and compliance tools and Breach Assistance. (Refer to Addendum A Section A.21). Merchant acknowledges that additional terms and conditions apply to the use of this service, and hereby agrees to be bound by such terms.

PCI Non-Validation Fee $49.95/Month/MID (capped at $400.00/Month/Chain) (Refer to Terms and Conditions Section 6.F)

☐ **Tokenization***
(Currently Included in Flat Rate) $0.025/transaction (Refer to Addendum A Section A.21)

ADDITIONAL FEES PRICING

Access Fees (choose one)*
☐ 0.15% Network & Processor Access Fee[6]
☐ _____% Pass-through Plus Fee[7]
(If no box or more than one box is checked in this section, we will assess the default rate of 0.15% on Visa, MasterCard, Amex, and Discover volume.)

Digital Acquirer Fee* 0.03% / transaction

Minimum Bill $30.00/Month

Annual Fee* $199.00/Year/MID

Signature Merchant Location Fee* $2.50 / Month / Chain

Compliance and Regulatory Fee* $159.00/Year/MID (capped at $3,000/Chain)

☐ **Monthly Discount Adjustment *** 0.06% of gross sales amount of each transaction settled monthly

Chargeback Service Fee For Tiered and Interchange Plus Pricing: (Refer to Addendum A Section A.18 for details) For Flat Rate Pricing: $30.00 per Occurrence			**Underwriting Fee*. The Underwriting Fee applies to certain MCC codes and is in addition to other fees and charges. See below for details[8]** Tier I 0.35% of total Credit, Debit Signature, and PIN Debit gross volume Tier II 0.25% of total Credit, Debit Signature, and PIN Debit gross volume Tier III 0.15% of total Credit, Debit Signature, and PIN Debit gross volume		
Application Fee*	$_____	**Paper Statement Fee * (per Month/Chain)***	$_____	**Retrievals Documentation Fee***	$_____
Setup/Installation Fee*	$_____	**Monthly Service Fee * (per Month/MID)***	$_____	**Batch Fee* (per item)**	$_____
Non-Worldpay FFE Auth[9] * (per authorization)*	$_____	**Early Deconversion Fee * (per Chain) (Refer to Terms and Conditions, Section 7.b)**	$_____		

ADDITIONAL PRODUCTS

☐ **ReviewTrackers** $24.95/Month/MID

☐ **Authorize.Net[11]**
Setup Fee $_____/MID
Monthly Fee $_____/Month/MID
Transaction Fee $_____/transaction

☐ **FastAccess™ Funding Program Services[12]**
_____% per dollar of accelerated funding
$_____per deposit under such service

☐ **SLIMCD Services[21]**
Setup Fee $_____/Site ID
Enterprise Monthly Support Fee $_____/Site ID
Pro Monthly Support Fee $_____/Site ID
Transaction Fee $_____/transaction
QuickBooks Monthly Fee $_____/Month/MID

☐ **Swipe Simple Basic[14,15]**
Setup Fee $_____/MID
Monthly Fee $_____/Month/MID
Additional User Fee $_____/Month/user ID

☐ **Swipe Simple Register[14]**
Setup Fee $_____/MID
Monthly Fee $_____/Month/MID
Additional User Fee $_____/Month/user ID

☐ **OmniFlex Services**
Setup Fee $_____/MID
Monthly Fee $_____/Month/MID
Transaction Fee $_____/Transaction
(Per inquiry to include authorization, settlement and transaction management requests (i.e. credits, reversals, etc).
An encrypted card reader or PIN Pad is required for retail card present merchants. This fee does not include the cost of the required card reader, PIN Pad or encryption fees.

☐ **Commerce360 Services[17]**

Please select one of the options below. Merchant's selection will be used to assist with implementation, but Merchant may modify its election in its agreement with Commerce360. If no box is checked in this section, Premium Terminal shall be the standard option.

☐ Basic Terminal[a]
☐ Premium Terminal[b]
☐ Omni-Commerce Terminal[c]
☐ E-commerce Only[d]

[a] Commerce360 terminal with basic Commerce360 Merchant Portal features and functionality. No e-commerce.
[b] Commerce360 terminal with enhanced Commerce360 Merchant Portal features and functionality. No e-commerce.
[c] Includes e-commerce site and a Commerce360 terminal with enhanced Commerce360 Merchant Portal features and functionality.
[d] E-commerce account (either DIY or DIFY)

Setup Fee $_____
Monthly Fee $_____/Month/MID
Transaction Fee $_____/transaction

☐ **Threat Protection[22]**
Subscription Fee $10.00/month/MID
An additional fee of $10/month/MID may be charged in instances where Merchant has more than one URL.

Merchant URL:_____

☐ **Disputes Defender[23]**

_____% of the amount of all Chargebacks successfully resolved through Disputes Defender.

A Chargeback will be considered successfully resolved if Merchant receives and/or retains money in connection with the transaction that generated the Chargeback.

INITIAL EQUIPMENT ORDER INFORMATION AND PRICING

(**L**= Lease **S**= Purchase **O**= Reprogram **R**= Rental **SP**= Special Program) (Excludes Shipping and Handling)

Environment(s) _____ Front-end(s) _____

Model	Quantity	Pmt Code	Unit Price

The above pricing for Equipment is for first equipment order only. Thereafter, any Equipment you order will be charged at our standard rates unless otherwise indicated via an amendment. If at any time your lease application is declined or in default (i) we reserve the right to assess our then current standard rates for your equipment or terminal hardware, (ii) we may require you to sign an amendment to this Agreement (iii) and the terms of this Agreement will remain in full force and effect. In addition, in the event the lease application requires additional verification and/or paperwork to activate the lease and you do not comply with such requirements for activation, we reserve the right to assess our then current standard rates for Equipment and/or terminal hardware in your possession.

PAYMENT APPLICATION DATA

All merchants must comply with the Payment Card Industry Data Security Standard ("PCI DSS"). Merchant is required to maintain the security of card data and to comply with the requirements of the PCI DSS. Merchant must validate its compliance with the PCI DSS and provide us with evidence that Merchant (a) has successfully completed a Self-Assessment Questionnaire and scan(s), if applicable, and (b) is compliant with the PCI DSS. We may offer one or more PCI products or services (the "PCI Program") to assist merchants in securing card data and complying with PCI DSS. Information on the PCI Program is set forth in Section 6.G of the Terms and Conditions and the applicable fees for the PCI Program are set forth above in this Merchant Application within the Security Products and Fees. All gateway or other vendor supplied software must be compliant with the Payment Application Data Security Standard rules ("PA-DSS").
Although you may have provided information to us regarding your processing and payment application(s), we have not and will not provide you with any advice, nor have we or will we endorse or validate your payment application as being in compliance with the Payment Application Data Security Standard (PA DSS), the PCI DSS, or Visa's Payment Application Best Practices (PABP). You acknowledge and agree that you have reviewed and confirmed that your application(s) complies with the PA DSS, the PCI DSS, and the PABP. You agree to allow us to work directly with the third party provider(s) indicated below to implement the Services. You acknowledge and agree that in order to implement the Services, we may disclose Confidential Information to such third parties.

Have you suffered a system intrusion or "hack" that resulted in the compromise of account data? ☐ Yes ☐ No

☐ Payment Gateway (e.g. Authorize.net, etc.)	Name of Service Provider/Gateway:

Service Provider/Gateway Address and Phone Number:

☐ VAR/3rd Party Multi – Reseller:
(Refer to Addendum A Section E. or Special Amendment – Additional Services)

☐ Other Third Party Service Providers with Access to Cardholder Data (please list):

Name of Third Party Service Provider	Address and Phone Number

Merchant Compliance Contact Information

Name:	Phone Number:

Email Address (if preferred form of communication)

Integrated Software Solution (e.g. Micros, Aloha etc.)
If not using a payment application (i.e. software) to process transactions, please mark "N/A" in the Payment Application Vendor and Payment Application Name section. Please provide all possible information regarding terminals and Integrated Software Solutions. Provide a separate document, if necessary.

Payment Application Vendor		Payment Application Vendor	
Payment Application Name		Payment Application Name	
Payment Application Vendor Phone Number		Payment Application Vendor Phone Number	
Version Number		Version Number	
Last Upgrade		Last Upgrade	
Type of Connection (e.g. Dial-up, Internet, etc.)		Type of Connection (e.g. Dial-up, Internet, etc.)	

[1] Network Interchange Fees are included. Authorizations not settled will be assessed an Authorization Fee equal to the Qualified Transaction Fee. "Average Ticket" pursuant to the Terms and Conditions Section 6.L does not apply.
[2] American Express Direct transactions shall be assessed an additional fee of $0.03 per transaction. The $0.03 transaction fee does not apply to Interchange Plus pricing methodology or to merchants participating in the American Express Program. If you have elected for the Marketing Opt-out, you may continue to receive marketing communications while American Express updates its records, and you will continue to receive important transaction or relationship messages from American Express. If you have not elected for the Marketing Opt-Out, your mailing address, phone number, email address, fax number, and/or cell (or mobile) phone number may be used by American Express to send commercial marketing messages, which may include information about American Express products, services and resources.
[3] Network Fees and Communication Fees are assessed separately. Refer to Addendum A for further details.
[4] Network Interchange and Switch Fees are included.
[5] Fee is assessed if you do not have EMV enabled equipment and/or software and is determined based on the chargeback liability risk of your MCC as determined by us. Transactions evaluated monthly at MID level and assessed at chain level when applicable. Based on the gross sales amount of each card present transaction.
[6] If selected, this fee will be assessed on all Visa, MasterCard, Discover, and American Express volume and is subject to $10 monthly minimum. We may, in our sole discretion elect to waive this fee and instead assess to you the following fees as pass-through fees (which may be as an allocation): (i) the Visa Fixed Acquirer Network Fee ("FANF"); (ii) the MasterCard Acquirer Fee; (iii) the Discover Access Fee (which may be labeled as the Discover Data Usage Fee); and (iv) American Express Access Fee.
[7] If this box is checked, the Visa Fixed Acquirer Network Fee ("FANF"), Discover Access Fee, and American Express Access Fee will be assessed to you as pass-through. All Mastercard volume will be assessed the Mastercard and Processor Access Fee and is subject to a $10 monthly minimum.
[8] We will assign you an MCC code based on your type of business. Certain MCC codes pose a greater operation risk on us. You will be assessed an Underwriting Fee if you fall into one of the below MCC codes. Refer to Addendum A for MCC code descriptions.
Tier I consists of the following MCC codes: 4411, 4511, 4816, 5965, 5966, 5968, 5969.
Tier II consists of the following MCC codes: 1799, 4722, 5021, 5200, 5712, 5719, 5722.
Tier III consists of the following MCC codes: 1520, 5964, 7922.
[9] Applicable to Non-Worldpay front ends
[10] Reserved.
[11] Merchant agrees that Authorize.Net and its affiliates shall have no liability to Merchant for indirect, incidental, consequential, special or exemplary damages in connection with Merchant's use of the Authorize.Net services, and Merchant further agrees that Authorize.Net's and its affiliates' total liability for any direct damages in the aggregate, under any legal or equitable theory, shall be the fees received by Authorize.Net for provision of Authorize.Net services to Merchant during the six (6) month period prior to the date that the cause of action arose.
[12] The per transaction limit applicable to the FastAccess™ Funding Program Services is $15,000.00. Daily limits also apply. Refer to Addendum A for additional details.
[13] Reserved.
[14] You agree that the mobile processing service is used to accept credit transactions only (i.e. signature-based card transactions), and not PIN-Based Debit, EBT and/or gift card transactions.
[15] The Monthly Fee includes up to 5 Merchant user accounts. The Additional User Fee will be assessed for each additional user account. Swipe Simple Register includes Swipe Simple Basic functionality and is available for use only with certain equipment types in our sole discretion.
[16] Network Fees are included. Fees designated with an asterisk (*) are waived for Flat Rate pricing. Fees with no asterisk or listed in the Additional Products, and Initial Equipment Orders sections are not included in Flat Rate pricing and will be charged separately.
[17] See Section E.19 of Addendum A for terms and additional information.
[18] Contactless, Swiped, Inserted, Mobile in person transactions.
[19] Transactions made through an Online Store, Online Checkout or eCommerce API.
[20] Card details are Manually Keyed or a Card on file is used for Recurring payments.
[21] See Section E.8 of Addendum A for terms and additional information.
[22] See Section E.20 of Addendum A for terms and additional information.
[23] See Section E.21 of Addendum A for terms and additional information.

VISA MEMBER BANK INFORMATION: Citizens Bank, N.A., One Citizens Plaza, Providence, Rhode Island, 02903 (877) 550-5933

IMPORTANT MEMBER BANK RESPONSIBILITIES:
(1) A Visa Member is the only entity approved to extend acceptance of Visa products directly to a Merchant.
(2) A Visa Member must be a principal (signer) to the Merchant Agreement.
(3) The Visa Member is responsible for educating Merchants on pertinent Visa Operating Regulations with which Merchants must comply.
(4) The Visa Member is responsible for and must provide settlement funds to the Merchant.
(5) The Visa Member is responsible for all funds held in reserve that are derived from settlement.

IMPORTANT MERCHANT RESPONSIBILITIES:
(1) Ensure compliance with cardholder data security and storage requirements.
(2) Maintain fraud and chargeback below thresholds.
(3) Review and understand the terms of the Merchant Agreement.
(4) Comply with Operating Regulations.

The responsibilities listed above do not supersede the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa Member (Acquirer) is the ultimate authority should the Merchant have any problems.

The parties agree electronic signatures will have the same legal effect as an original (i.e. ink) signature and that an electronic, scanned, facsimile, or duplicate copy of such signatures may be used as evidence of execution. A scanned, facsimile, or duplicate copy of this Disclosures page executed by the Merchant shall also be treated as and/or constitute an original.

MERCHANT LEGAL NAME			
MERCHANT SIGNATURE	PRINTED NAME	TITLE	DATE

CHAIN CODE: _____

ADDITIONAL SERVICES SPECIAL AMENDMENT TO THE AGREEMENT

This Additional Services Special Amendment (the "Special Amendment") to the Agreement is made among Processor, Citizens Bank, N.A. ("Member Bank"), and _____ ("Merchant"). This Special Amendment amends the Merchant Processing Agreement, the Bank Card Merchant Agreement or other contract document for the Services provided by Processor to Merchant as executed by Merchant and any corresponding schedules, addenda, exhibits and amendments thereto ("Agreement") among Member Bank, Processor, and Merchant in accordance with the provisions as set forth in the Agreement. As used herein, the term "Agreement" and other capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. The Agreement shall be amended in the following respects and shall become effective and binding upon the first day of the calendar month following execution by Merchant hereto ("Effective Date").

1. Merchant acknowledges it is receiving or desires to receive the following Additional Services as indicated below. Pricing shall initially be as set forth below for each Additional Service indicated below and accepted by Merchant. If an Additional Service is being received by Merchant pursuant to the Agreement and is not checked below, the pricing currently in effect for such Additional Service shall continue to be in effect, subject to the terms and conditions of the Agreement. In consideration of the terms and conditions herein, the fees in the Agreement shall be replaced with the fees as indicated below.

American Express Processing Services
Transaction Pricing

Interchange + Pricing		**Tiered Transaction Pricing[3]**		
	Transaction Fee		Discount Rate	Transaction Fee
☐ Interchange + [2]	_____%+$ _____/transaction	Qualified	_____%	+ $_____
		Mid-Qualified	_____%	+ $_____
		Non-Qualified	_____%	+ $_____
		High-Risk transactions will be assessed the Non-Qualified Discount Rate and Transaction Fee plus an additional Discount Rate of up to .75% (See Terms and Conditions under the section heading Tiered Transaction Pricing).		

American Express OptBlue Program[1]
- Annual volume <$1,000,000.00 ☐ Yes ☐ No. If No, Merchant is not eligible for American Express Program unless your Merchant Category Code is exempt from the $1,000,000 annual volume threshold according to current American Express OptBlue Program limitations. (If No and Merchant's volume decreases to <$1,000,000.00, Merchant may be converted to American Express unless Merchant has elected to opt out.)
- Communication Fee ☐ Yes ☐ No. (if Yes, Merchant shall be assessed a communication fee of $0.10/transaction for American Express)

_____ By initialing here I am electing to opt-out of the American Express Program.
Initial Here

American Express Direct [1]Account Number (if applicable):_____

American Express Direct Merchant Transaction Fee: $ _____ (this fee is in addition to any other applicable fees)

Additional Processing Services

Processing Product	Transaction Fee	Processing Product	Transaction Fee
☐ Pin-Based Debit (Flat Rate)[4]	_____% + $_____/transaction	☐ VT Services[5]	
☐ Pin-Based Debit (Interchange+)[2]	_____% + $_____/transaction	VT Services Monthly Usage Fee	$_____/month/active User ID
☐ Wright Express®[2]	_____% + $_____/transaction	VT Services Transaction Fee	$_____/transaction
■ Voyager®[2]	4 % + $ .25 /transaction	☐ OmniFlex Services[6]	
☐ FleetCor®[2]	$_____/transaction	Services Setup Fee	$_____/MID
☐ Fleet One®[2]	$_____/transaction	Services Monthly Fee	$_____/Month/MID
☐ Fleet One® Account Number		Services Transaction Fee	$_____/transaction
☐ Electronic Benefits Transfer (EBT) Setup Fee $_____/MID Monthly Fee $_____/Month Transaction Fee $_____/transaction		☐ SLIMCD Services[13]	Setup Fee $_____/Site ID Enterprise Monthly Support Fee $_____/Site ID Pro Monthly Support Fee $_____/Site ID Transaction Fee $_____/transaction QuickBooks Monthly Fee $_____/Month/MID
EBT - Merchant FCS Number		☐ Swipe Simple Basic[7,8]	Setup Fee $_____/MID Monthly Fee $_____/Month/MID Additional User Fee $_____/Month/user ID
EBT – Merchant Card Not Present FCS Number			
☐ Tokenization Fee	$0.025/transaction (Refer to Addendum A Section A.21)	☐ Swipe Simple Register[8]	Setup Fee $_____/MID Monthly Fee $_____/Month/MID Additional User Fee $_____/Month/user ID

CHAIN CODE: _____

☐ Authorize.net[9]	Setup Fee $ _____/MID Monthly Fee $ _____/Month/MID Transaction Fee $ _____/transaction	☐ FastAccess™ Funding Program Services[10]	_____% per dollar of accelerated funding $ _____per deposit under such service
☐ ReviewTrackers	$24.95/Month/MID	☐ SaferPayments Managed[11]	Monthly Fee $49.95/MID/month (capped at 20 MIDs or $999/month) For Flat Rate Pricing: $25.00/Month/MID (capped at 20 MIDs or $500/Month)

☐ **Commerce360 Services[12]** Please select one of the options below. Merchant's selection will be used to assist with Implementation, but Merchant may modify its election in its agreement with Commerce360. If no box is checked in this section, Premium Terminal shall be the standard option. ☐ Basic Terminal[a] ☐ Premium Terminal[b] ☐ Omni-Commerce Terminal[c] ☐ E-commerce Only[d] [a] Commerce360 terminal with basic Commerce360 Merchant Portal features and functionality. No e-commerce. [b] Commerce360 terminal with enhanced Commerce360 Merchant Portal features and functionality. No e-commerce. [c] Includes e-commerce site and Commerce360 terminal with enhanced Commerce360 Merchant Portal features and functionality. [d] E-commerce account (either DIY or DIFY)	Setup Fee $_____ Monthly Fee $_____/Month/MID Transaction Fee $_____/transaction	☐ SaferPayments Basic[11]	Monthly Fee: $24.95/MID/month (capped at 20 MIDs or $499/month) For Flat Rate Pricing: SaferPayments Basic is included in processing fees SaferPayments Basic option includes PCI assessment tools and Breach Assistance. (Refer to Addendum A - Section A.21)

[1] American Express Direct transactions shall be assessed an additional fee of $0.03 per transaction. The $0.03 transaction fee does not apply to Interchange Plus pricing methodology or to merchants participating in the American Express Program. If you have opted-out of the American Express marketing materials, you may continue to receive marketing communications while American Express updates its records, and you will continue to receive important transaction or relationship messages from American Express. If you have opted-out of the American Express marketing materials, your mailing address, phone number, email address, fax number, and/or cell (or mobile) phone number may be used by American Express to send commercial marketing messages, which may include information about American Express products, services and resources.
[2] Network Fees and Communication Fees are assessed separately. Refer to Addendum A for further details.
[3] Network Interchange Fees are included. Authorizations not settled will be assessed an Authorization Fee equal to the Qualified Transaction Fee "Average Ticket" pursuant to the Terms and Conditions Section 6.L does not apply.
[4] Network Interchange and Switch Fees are included.
[5] Virtual Terminal Processor Services ("VT Services") is an enhancement to iQ, and the fees specified herein are in addition to all other fees and charges for a transaction. Refer to Addendum A for further details.
[6] OmniFlex Services ("OF Services") requires an encrypted card reader or PIN Pad for retail card present merchants. This fee does not include the cost of the required card reader, PIN Pad or encryption fees. The transaction fee is per inquiry to include authorization, settlement and transaction management requests (i.e. credits, reversals, etc.).
[7] Merchant agrees that the mobile processing service is used to accept credit transactions only (i.e. signature-based card transactions), and not PIN-Based Debit, EBT and/or gift card transactions.
[8] The Monthly Fee includes up to 5 Merchant user accounts. The Additional User Fee will be assessed for each additional user account. Swipe Simple Register includes Swipe Simple Basic functionality, and is available for use only with certain equipment types in our sole discretion.
[9] Merchant agrees that Authorize.Net and its affiliates shall have no liability to Merchant for indirect, incidental, consequential, special or exemplary damages in connection with Merchant's use of the Authorize.Net services, and Merchant further agrees that Authorize.Net's and its affiliates' total liability for any direct damages in the aggregate, under any legal or equitable theory, shall be the fees received by Authorize.Net for provision of Authorize.Net services to Merchant during the six (6) month period prior to the date that the cause of action arose.
[10] The per transaction limit applicable to the FastAccess™ Funding Program Services is $15,000.00. Daily limits also apply. Refer to Addendum A for additional details.
[11] SaferPayments Basic or Managed is required if you are processing in a card present environment. Available for PCI Level 3 & 4 merchants. Merchants who fail to validate their PCI DSS compliance may be assessed a non-validation fee of $49.95 per MID/month (capped at $400 chain/month) Refer to Section A.21 of Addendum A for additional details.
[12] See Section E.19 of Addendum A for terms and additional information.
[13] See Section E.8 of Addendum A for terms and additional information.

2. The Terms and Conditions of the Agreement shall be superseded and replaced by the Merchant Processing Agreement Terms and Conditions located on our agreement website (https://info.worldpay.com/citizensbank-smcontract.html); however, nothing therein shall effect or amend the current term of Merchant's Agreement. Merchant acknowledges receipt of the Merchant Processing Agreement Terms and Conditions and represents that Merchant has read them, understand the terms, and agree to be bound by them (including terms that Processor adds or amends from time to time without notice and in our sole discretion). Merchant acknowledges the Terms and Conditions are a fundamental part of the parties' Agreement without which Processor would not provide services to Merchant. Merchant can request a copy of the Agreement at any time by contacting a Customer Service Representative at the merchant services phone number provided on the Services invoice, or by contacting the assigned Relationship Manager (if applicable).

3. The terms and conditions of this Special Amendment shall supersede and replace conflicting terms and conditions in the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect unless explicitly stated herein.

4. The parties agree electronic signatures will have the same legal effect as an original (i.e. ink) signature and that an electronic, scanned, facsimile, or duplicate copy of such signatures may be used as evidence of execution. A scanned, facsimile, or duplicate copy of this Additional Services Amendment executed by the Merchant shall also be treated as and/or constitute an original. Except as otherwise provided in this Special Amendment, the pricing and terms of the Agreement are hereby ratified and affirmed and shall remain in full force and effect as contained in the Agreement or as quoted to Merchant.

As a signer, I have read and understand the terms of this Amendment.

MERCHANT _____

_____
Signature

_____
Printed Name

_____
Title

_____
Date

Certification of Beneficial Ownership

I. GENERAL INSTRUCTIONS

What is this form?

Federal regulations now require **all banks** to verify the ownership of certain business types when they open a new account.

You will be asked to identify any beneficial owners of this business, plus one person with significant managing control. The required information includes Name, Address, Date of Birth, and Social Security Number (or Passport Number, in the case of foreign persons). The Bank may also ask to see a copy of a driver's license or other identifying document for each person listed on this form.

To learn more about this requirement: Visit wexinc.com/beneficial-ownership

To submit this information: Email this file to merchantapplications@wexinc.com or fax the completed form to 877-824-2717.

Which businesses have to provide this information?

Required

The following legal entities must provide the requested information:

- Corporations
- Limited Liability Companies
- Partnerships
- Any other similar business entities formed in the United States or a foreign country.

Exempt

The following legal entities are exempt from this requirement:

- Non-Statutory Trust
- Bank/Bank Holding Co/Credit Union
- Federal/State/Local Government Agency or Authority
- Public Company and Majority Owned Affiliate
- Investment Company/Adviser
- Public Accounting Firm
- Insurance Company
- Non-Profits (Must identify a person with control. See Section IV)

NOTE: The following do not meet the definition of legal entity, and are not required to submit this form:

- *Natural Person*
- *Sole Proprietorship*
- *Unincorporated Association*

II. ACCOUNT OPEN INFORMATION

The person opening an account on behalf of this business must provide the following information:

Name of Person Opening Account

Title

Business Name

Physical Address of Business (No P.O. Boxes)

Legal Structure

If your legal structure is exempt (see list on right), check "Exempt" below and skip Sections III, IV and V.

☐ **Exempt**

III. BENEFICIAL OWNERS

Identify **up to four** beneficial owners of this business, or individuals (if any) who own 25 percent or more of the equity interests. **If no individuals meet this definition, check "Beneficial Owner Not Applicable" below and skip this section.**

☐ **Beneficial Owner Not Applicable**

All fields are required for each beneficial owner, except as noted below:

- **For persons with a Social Security Number (SSN):** Provide the SSN and leave Passport/Other Government ID # and Issuing Country blank.
- **For foreign persons without a SSN:** Leave SSN blank and provide a Passport Number (or Other Government ID #) and the Issuing Country.

The info provided on this form is for validation or consumer verification only. It will not affect personal credit or imply liability.

Beneficial Owner 1

First Name

Last Name

Date of Birth (mm/dd/yyyy)

Social Security #

Passport/Other Government ID #

Issuing Country

Residential Address (no P.O. Boxes)

Address Line 2 (optional)

City

State/Province

Country of Residence

Postal Code

Beneficial Owner 2

First Name

Last Name

Date of Birth (mm/dd/yyyy)

Social Security #

Passport/Other Government ID #

Issuing Country

Residential Address (no P.O. Boxes)

Address Line 2 (optional)

City

State/Province

Country of Residence

Postal Code

Beneficial Owner 3

First Name

Last Name

Date of Birth (mm/dd/yyyy)

Social Security #

Passport/Other Government ID #

Issuing Country

Residential Address (no P.O. Boxes)

Address Line 2 (optional)

City

State/Province

Country of Residence

Postal Code

Beneficial Owner 4

First Name

Last Name

Date of Birth (mm/dd/yyyy)

Social Security #

Passport/Other Government ID #

Issuing Country

Residential Address (no P.O. Boxes)

Address Line 2 (optional)

City

State/Province

Country of Residence

Postal Code

IV. PERSON WITH CONTROL

Identify one individual with significant responsibility for managing this business — for example, an executive officer, senior manager, or any other person who regularly performs similar functions. If appropriate, an individual listed as beneficial owner above must also be listed in this section. **If no beneficial owners are listed above, this information is still required.**

First Name

Last Name

Title

Date of Birth (mm/dd/yyyy)

Social Security #

Passport/Other Government ID #

Issuing Country

Residential Address (no P.O. Boxes)

Address Line 2 (optional)

City

State/Province

Country of Residence

Postal Code

V. CERTIFIED/AGREED TO

I, _____, hereby certify, to the best of my knowledge,

Print Name

that the information provided above is complete and correct.

Signature

Date

NBS SERVICE AGREEMENT

Subscriber:

Name: _____

City: _____ State: _____ Zip: _____

Subject to the Terms and Conditions of this Service Agreement and such exhibits or attachments as may now or hereafter be attached hereto, please enter my order for NBS's host transaction processing services for an initial term of 60 months commencing after the contract is signed by both parties.

Subscriber:	
_____	National Bankcard Services, Inc.
By: _____	By: _____
Typed name: _____	Typed name: John O'Neil
Title: _____	Title: Vice President, Operations
Date: _____	Date: _____
Address: _____	Address: 9655 45th Avenue North
_____	Plymouth, MN 55442
Attn: _____	Attn: Office of Corporate Secretary

TERMS AND CONDITIONS

1. **NBS SERVICES**: According to the terms of this Agreement ("Agreement"), NBS will furnish Subscriber with the data processing services described in Exhibit A, Service Description, attached hereto and incorporated herein by reference ("Services"). Additional requested Services, if available, will be furnished to Subscriber under the general terms and conditions of this Agreement and in accordance with pricing established by NBS for such additional Services.

2. **CHARGES**: Charges for the Services are set forth in Exhibit B, Service Pricing Schedule. The amount of usage of Services to be paid for by Subscriber shall be that amount properly recorded by NBS's computer system. No services shall be performed for which there is no published rate unless and until the rates are agreed to in writing between NBS and Subscriber. In addition, Subscriber will be charged an amount equal to any taxes, however designated, levied or based on any of the above referred to charges or Services, including State and Local taxes paid or payable by NBS, excluding any Federal, State or Local taxes based on NBS's net income.

   NBS will bill Subscriber monthly for all charges incurred by Subscriber, including any charges incurred by NBS on Subscriber's behalf for Subscriber's use of the Services as provided for in this Agreement. Subscriber agrees to pay NBS upon receipt of each monthly invoice, and agrees further to pay a one and one-half percent (1 1/2%) per month service charge on all invoices that are not paid within the thirty day period following the date of the applicable invoice. All payments shall be made in United States currency. In the event that any invoice is not timely paid as provided herein, NBS may, in addition to any other right or remedy which it may have under this Agreement or at law, terminate this Agreement and Subscriber's use of the Services if Subscriber does not effect payment in full within ten (10) days of NBS's written demand therefor.

3. **TERM AND TERMINATION:**

   a. This Agreement shall remain in full force and effect for the initial term set forth on the cover page and shall be automatically extended for successive thirty-six (36) month periods on the same terms and conditions as expressed herein, or as may be amended, unless either party gives the other party written notice of termination of at least one (1) year prior to the expiration of the initial term or any extensions or renewals thereof. Termination of this Agreement shall not terminate Subscriber's obligation to pay NBS for all Services performed under the Agreement prior to discontinuance of performance by NBS due to termination.

   b. Except as provided in Paragraph 2 above, in the event that either party hereto fails in the performance of its obligations hereunder or breaches the terms or conditions hereof, the other party may, at its option, give written notice to the party which has failed to perform or has breached this Agreement of its intention to terminate this Agreement unless such breach or failure in performance is remedied within ten (10) days of such notice. Failure to remedy such a breach within the ten (10) day notice period shall make this Agreement immediately terminable, at the option of the aggrieved party, at the end of such ten (10) day period unless notification is withdrawn.

4. **CHANGE OF CHARGES**: NBS shall have the right to change the prices for any of the Services on or after the expiration of the initial term or any extension or renewal terms upon not less than six (6) months prior written notice to Subscriber. Such new price shall be guaranteed to remain at the same level for the new term.

   Notwithstanding the above requirements, NBS shall have the right at any time to increase the fees and charges paid by Subscriber to offset any increase in rates charged by the communications common carriers and/or NBS's timesharing suppliers. Any such increase shall become effective as of the date on which NBS notifies Subscriber of such increase.

Further notwithstanding the above requirements, NBS shall have the right to increase such fees and charges to offset any increase to NBS in the costs of providing the Services hereunder if any change of the rules, regulations or operating procedures of any card issuer or service supplier or any cognizant Federal, State or local Government agency or regulatory authority results in such cost increase. Any such increase shall become effective as of the date on which NBS notifies Subscriber of such increase.

5. **USER OF THE SERVICES**: Subscriber agrees to utilize the Services in accordance with this Agreement, its exhibits or attachments and NBS's instructions and specifications and to provide NBS with the necessary data in the proper format to enable NBS to properly furnish Services. Subscriber further agrees that the NBS Services are the sole and exclusive authorization and capture services for Subscriber's retail sites during the initial and successive terms of this Agreement, and that it will not utilize such services from any other provider, including but not limited to itself.

Subscriber shall cooperate with the efforts of NBS to provide development services and other performances under this Agreement. Subscriber acknowledges that, for NBS to perform under this Agreement, Subscriber must provide data information and assistance to install the facilities that will enable the Services. This is a material term of this Agreement that Subscriber will provide such assistance and cooperation without charge to NBS to facilitate implementation of the Services.

6. **LIMITATION OF LIABILITY:**

a. Neither Subscriber nor NBS shall be liable to the other under this Agreement for a breach which is due to any cause or condition beyond its reasonable control. Such causes or conditions shall include but not be limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, pandemics, quarantine restrictions, strikes, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, electrical power failures, operational failures, unavoidable delays, or other similar causes beyond its control and neither shall have any liability for losses, expenses or damages, ordinary, special or consequential resulting directly or indirectly from such causes. Notwithstanding the foregoing, this Section 6a shall not apply to breaches of this Agreement by Subscriber relating to failure to make timely payments for Services.

b. NBS agrees to use its commercially reasonable efforts at all times to provide prompt and efficient service; however, NBS makes no warranties or representations regarding the Services except as specifically stated in this Paragraph 6.b. NBS shall use due care in processing all work submitted to it by Subscriber and agrees that it will, at its expense, correct or pay Subscriber reasonable costs of such correction jointly decided by NBS and Subscriber for any errors which are due solely to malfunction of NBS's computers, operating systems or programs, or errors by NBS's employees or agents. Correction shall be limited to rerunning of the job or jobs and/or recreating of data or program files. NBS shall not be responsible in any manner for errors or failures of or errors in proprietary systems and programs other than those of NBS, nor shall NBS be liable for errors or failures of Subscriber's software or operational systems. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, AND SUBSCRIBER HEREBY WAIVES ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR USE FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Should there be any failure in performance or errors or omissions with respect to the Services, NBS's liability shall be limited to using its best efforts to correct such failure in performance or errors or omissions, or pay Subscriber reasonable costs of such correction jointly decided by NBS and Subscriber, and subject to the limitations in subsection (d) below. In no event, except as specifically set forth herein, shall NBS be liable to Subscriber or any third parties (including Subscriber's customers) for any claim, loss or damage, ordinary, special or consequential, or otherwise, even if NBS has been advised of the possibility of such damage.

Due to the nature of the services being performed by NBS, it is agreed that in no event will NBS be liable for any claim, loss, liability, correction, cost, damage or expense caused by NBS's performance or failure to perform hereunder which is not reported by Subscriber within ninety (90) days of such failure to perform. In addition, it is agreed in no event will Subscriber have the right to dispute any invoice submitted by NBS, or a bank or third party, to Subscriber after sixty (60) days of such invoice.

c. Subscriber shall defend, indemnify and save harmless NBS from and against any and all loss, damage, or expense (or claims of damage or liability), including reasonable attorneys' fees, asserted against NBS by third parties and arising out of information provided to NBS by Subscriber or Subscriber's customers, or arising out of NBS use in accordance herewith of such information when furnished by NBS to Subscriber's customers or to other third persons at Subscriber's written request, or to officers, employees and agents of Subscriber.

d. Liability of NBS in any and all categories under this Section 6 and for any and all causes arising out of this Agreement shall, in the aggregate, not exceed one (1) month's average billing to Subscriber taken over the twelve (12) months preceding the month in which the damage or injury is alleged to have occurred, but if this Agreement has not been in effect for twelve (12) months preceding such date, then over such fewer number of preceding months that this Agreement has been in effect.

7. **PROPRIETARY INFORMATION**:

a. All proprietary information disclosed by either party to the other in connection with this Agreement shall be identified as such in writing if not already identified as such herein, and shall be protected by the recipient party from disclosure to others. All information provided to NBS by Subscriber or any client or customer of Subscriber, or vendor of client or customer, shall be regarded as proprietary to Subscriber and may not be copied or used in any way other than as specifically authorized in this Agreement. All standard software logic provided by NBS under this Agreement is herein identified as proprietary to NBS and may not be copied or used in any way other than as specifically authorized in this Agreement. Any software or data furnished by Subscriber to NBS in connection with this Agreement is identified as proprietary to Subscriber, but may be retained by NBS until performance under this Agreement is completed or until this Agreement is terminated, at which time such information and all copies thereof shall be returned to Subscriber upon request.

b. NBS and Subscriber acknowledge that all proprietary information disclosed by either party to the other party for the purpose of work, or which comes to the attention of one of the parties, its employees, officers, and agents during the course of such work, constitutes a valuable asset. Therefore, NBS and Subscriber agree to hold such information in confidence and shall not, except in the performance of the duties under this Agreement or with the express prior written consent of the other party, disclose or permit access to any such information to any person, firm or corporation other than persons, firms or corporations authorized by that party, and NBS and Subscriber shall cause their officers, employees, agents, and representatives to take such action as shall be necessary or advisable to preserve and protect the confidentiality of such information.

c. NBS's and Subscriber's obligations and agreements under this paragraph shall not apply to any information supplied that:

(1) was known to either party prior to the disclosure by the other, or

(2) is or becomes generally available to the public other than by breach of this Agreement, or

(3) otherwise becomes lawfully available on a nonconfidential basis from a third party who is not under an obligation of confidence to either party.

8. **PAYMENT CARD INDUSTRY ("PCI") STANDARD:** Subscriber agrees to comply with the Associations' Payment Card Industry standard now and in the future. Further information about PCI compliance is available at http://www.PCISecurityStandards.org.

NBS shall comply with all PCI DSS requirements and the Network Rules that apply to its performance under this Agreement. NBS acknowledges that it is responsible for the security of account data it possesses or otherwise stores, processes, or transmits on behalf of Subscriber in accordance with such requirements and rules. Each calendar year, NBS will engage a certified Qualified Security Assessor to perform an audit with respect to NBS's compliance with the PCI DSS requirements in effect at that time as they apply to the Services. Upon Subscriber's request, which will occur no more often than annually, NBS will provide Subscriber with a copy of the then-current Attestation of Compliance. In the event NBS does not undergo a PCI DDS assessment as set forth above, NBS will provide other sufficient evidence to demonstrate that it has met the applicable requirements without undergoing a formal compliance validation.

9. **MISCELLANEOUS:**

a. This Agreement shall be construed in all respects under the laws of the State of Minnesota. Any action arising out of this Agreement, including any action to enforce the terms of this Agreement, shall be brought exclusively in the state courts of Minnesota and in particular Hennepin County. In any such action, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and litigation costs incurred in such action.

b. This Agreement contains the full understanding of the parties with respect to the subject matter hereof, and no waiver, alteration or modification of any of the provisions hereof, except for new Service Pricing Schedule(s), shall be binding unless in writing and signed by officers of both parties. In the event Subscriber issues a purchase order, memorandum, or other instrument covering the Services herein offered and provided, it is hereby specifically agreed and understood that any terms or conditions of such purchase order or memorandum or instrument are for Subscriber's internal purposes only and any and all terms and conditions contained therein, whether printed or written, shall be of no force or effect.

c. If any part of this Agreement shall be held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable.

d. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, sent by overnight courier or First Class United States Mail, postage prepaid, and addressed to the appropriate party at the address set forth on the cover page hereof.

The parties hereto may change the name and address of the person to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided, however, that neither party may assign this Agreement, or any of its rights, remedies, obligations, or liabilities hereunder, directly or indirectly (including by operation of law, change of control, or otherwise), without the prior written consent of the other party, except that NBS may freely assign or transfer all or any portion of this Agreement (a) to an affiliate, (b) to any person or entity acquiring (by sale, merger, reorganization, change of control, or otherwise) substantially all of NBS's assets or business, or (c) to any person or entity acquiring (by sale, merger, reorganization, change in control, or otherwise) that portion of the business to which the assigned portion of the Agreement relates. In addition, the obligations of NBS

under this Agreement may be provided or fulfilled by any parent, subsidiary, other affiliate, successor, or subcontractor of NBS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and to be effective as of the date executed by NBS.

EXHIBIT A
SERVICE DESCRIPTION

National Bankcard Services will electronically authorize and capture Visa, MasterCard, Discover, American Express, WEX, Voyager and Fuelman transactions for Subscriber.

The pricing for these services are noted in Exhibit B.

Subscriber:

_____

By: _____

Typed name: _____

Title: _____

Date: _____

National Bankcard Services, Inc.

By: _____

Typed name: John O'Neil

Title: Vice President, Operations

Date: _____

EXHIBIT B
SERVICE PRICING SCHEDULE

I.	VISA, MASTERCARD, DISCOVER, VOYAGER:	SEE WORLDPAY AGREEMENT
II.	AMEX, WEX, FUELMAN TRANSACTION FEE:	$0.25

Subscriber:

_____

By: _____

Typed name: _____

Title: _____

Date: _____

National Bankcard Services, Inc.

By: _____

Typed name: John O'Neil

Title: Vice President, Operations

Date: _____

WEX® MERCHANT CHARGE CARD AGREEMENT APPLICATION

Please read the following before completing this form: 1) The undersigned merchant ("Merchant") represents that the information given in this application is complete and accurate and authorizes WEX Inc. on its behalf and as settlement agent on behalf of its approved card issuers ("WEX") to check with credit reporting agencies, credit references, and other sources to confirm information given; 2) Merchant agrees to provide additional financial information to WEX upon request; 3) Merchant requests approval of this WEX Merchant Charge Card Agreement Application ("Application"); 4) Merchant agrees to the terms and conditions set forth in the WEX Merchant Charge Card Agreement ("Agreement") provided with this Application and incorporated herein by reference; 5) If this application is for a general partnership or a proprietorship, WEX may obtain and use personal credit information (including consumer reports from consumer reporting agencies) about the individual partners or owners of the Merchant in making a credit decision, and in the administration of this program, to the extent permitted by law; 6) Merchant agrees that in the event the Merchant does not meet its obligations pursuant to the Agreement, WEX may report the Merchant's liability (as well as any general partner or proprietor's) liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

SECTION 1 – MERCHANT INFORMATION

Full Legal Company Name		Merchant's Taxpayer ID # (TIN, FEIN or SSN)	
Site Name (DBA or AKA) Please use location form for additional sites		Station Manager/Contact	
Physical Site Address for site directory (number and street)	City	State	Zip+4
Site Phone / Site Fax	Highway Exit #	Nearest Highway	
Mailing Address if different than physical address (for settlement & Reporting)	City	State	Zip+4
Corporate Contact (for settlement)	Phone	Fax	
Email address			

SECTION 2 – PROCESSING

Bank Card Processor: National Bankcard Services, Inc.	Phone: 763-225-5200

Credit Card Network (check one): ☐ ADS ☐ Bank of America ☐ Buypass ☐ EFS ☐ First Data Corp ☐ GPI ☐ GPS ☐ LYNK ☐ MPS (Fifth Third) ☒ NBS ☐ NOVA ☐ Paymentech ☐ SPS

Inside the site POS Equipment (example, Omni 3200, Tranz 380, etc.)	Terminal ID #
At the dispenser POS Equipment (example, Omni 3200, Tranz 380, etc.)	Terminal ID #

DO YOU SELL FUEL? ☐ **Yes** ☐ **No** **If you sell fuel, please complete section 4. If you do not sell fuel, please complete section 3.**

SECTION 3 - NON-PETROLEUM MERCHANTS

BRANDS (Check all that apply)

☐ Aamco	☐ Chrysler	☐ GM	☐ Les Schwab	☐ Napa	☐ Quaker St/Pennzoil
☐ ACCC	☐ D-Triumph GL	☐ Goodyear	☐ Maaco	☐ Nissan	☐ Tire Centers, Inc.
☐ AC Delco	☐ Econolube	☐ Grease Monkey	☐ Mazda	☐ Novus	☐ Toyota
☐ American Lubefast	☐ Firestone	☐ Harmon Glass	☐ Meineke	☐ Oil Changer	☐ Volvo
☐ BF Goodrich	☐ Ford	☐ Honda	☐ Midas	☐ Parts Plus	☐ Wash Depot
☐ Big O Tires	☐ Glass America	☐ Jiffy Lube	☐ Mitsubishi	☐ Pep Boys	☐ Winston Tire
				☐ Precision Tune	☐ Other

BRAND PROGRAMS (Check one if applicable)

☐ ACCC	☐ GE Dealer Direct	☐ Jiffy Lube	
☐ Dodge Business Link	☐ Grease Monkey	☐ Parts Plus	**Dealer/Location Code** (ifapplicable):

PRIMARY SERVICE (Check one)

☐ Auto Body	☐ Dealership	☐ Mechanical	☐ Parts	☐ Tires
☐ Car Wash	☐ Glass	☐ Oil Change/Lube	☐ Road Service	

SECTION 4 - FUEL MERCHANT ONLY SITE INFORMATION

Please check all features and fuel types that apply to your station:

☐ Fuel available 24 hours	☐ Pin Pad	☐ Alcohol	☐ Unleaded Plus	☐ CNG
☐ Car Wash	☐ CRINDs (Pay-at-the-pump)	☐ Unleaded	☐ Diesel	☐ LPG
☐ Service Bays	☐ Tractor Trailer Accessible	☐ Premium	☐ Methanol	

WEX BANKING AUTHORIZATION FORM

Merchant hereby authorizes and requests WEX to make payments of amounts owing to Merchant by WEX by initiating credit entries to Merchant's demand deposit account at the Bank indicated below ("Merchant's Bank"), and authorizes and requests Merchant's Bank to accept any credit entries initiated by WEX to such account without responsibility for the correctness thereof. In the event of an overpayment or payment in error, Merchant hereby authorizes WEX to initiate a debit entry to the account for each overpayment or payment in error. It is understood that for purposes of this Agreement, the term "Merchant's Bank" shall mean and include the bank identified below by Merchant and any successor bank identified to WEX (i) in a Notice of Change provided to WEX by any Automated Clearing House Association processing credit or debit transactions under this Agreement, or (ii) by Merchant, whether orally or by other non-written means. Any such notification to WEX shall be effective only with respect to entries credited to Merchant's account by the Bank after receipt of such notification and a reasonable time to act upon such notice. Merchant agrees and acknowledges that WEX will not be liable to Merchant for any damages resulting from the performance or the failure to perform of any Automated Clearing House Association.

SECTION 1 – BANK ACCOUNT INFORMATION

Bank Name and Address	ABA Routing Number

Account Name	Account Number

IMPORTANT: PLEASE ATTACH A VOIDED CHECK

We must receive a voided check (or photocopy if faxing) in order to process application.

SECTION 2 - CORPORATE INFORMATION

Legal Name	☐ Corporation ☐ Partnership ☐ PC or PA ☐ LLC

Mailing Address	City	State	Zip + 4

Contact	Taxpayer ID#

IMPORTANT: PLEASE ATTACH A COMPLETED W-9 AND IF YOU HAVE INCOME GENERATED FROM CALIFORNIA SOURCES, YOU ARE REQUIRED TO COMPLETE AND RETURN FORM 590

We must receive a completed W-9 and Form 590 in order to process application.

SECTION 3 - SETTLEMENT

Please refer to the WEX Merchant Charge Card Agreement which accompanied this application for your Terms and Conditions. It describes the WEX Interchange Fee and Payment Terms.

AUTHORIZED SIGNATURE

MERCHANT: The undersigned represents and warrants to WEX that all of the terms and conditions of this WEX Merchant Charge Card Agreement Application consisting of this entire document in addition to any other document or addendum including the WEX Merchant Charge Card Agreement have been reviewed in their entirety, are true and correct, and set forth the agreement between WEX and Merchant. Additionally, the undersigned represents and warrants that he or she has authority to sign and to bind Merchant to the terms of this Application. Also, the undersigned represents that the undersigned has the authority to provide information and execute this Application on behalf of the Merchant. The Agreement shall only become effective upon WEX's acceptance of the Agreement and the Application following approval, and the assignment to Merchant of a merchant processing identification number. The Merchant further affirms that they are establishing a credit card processing relationship with the processor indicated on the attached WEX merchant application. Once we begin processing credit cards through this processor, our company does not intend to process any transactions through a processing agreement with a branded petroleum marketer.

Signature	Printed Name
X	

Title	Date

FOR WEX INTERNAL USE ONLY	
Processed By	Date Processed
Settlement Entity	Site ID#

WEX MERCHANT CHARGE CARD ACCEPTANCE AGREEMENT

The merchant ("MERCHANT") identified in the WEX Charge Card Acceptance Application ("Application") understands that WEX Inc. operates commercial fleet charge card programs through its approved card issuers which include but is not limited to its wholly owned subsidiary, WEX Bank. These programs allow cardholders to purchase motor fuels and or vehicle-related products and services. MERCHANT wishes to participate in the Program by accepting such charge cards at its Distribution Sites. MERCHANT and WEX agree as follows, subject to approval of the Application by WEX.

1.1 DEFINITIONS

A. "Card" or "Cards" shall mean the charge cards or other approved account access devices issued or serviced by either WEX CORP or WEX FSC bearing the trademarks of WEX CORP. Notwithstanding the foregoing, Card or Card(s) shall not include any charge card also bearing the MasterCard trademark

B. "Card Sale" shall mean any transaction involving the use of any Card at a Distribution Site.

C. "Confidential Information" shall include, without limitation, software, processes, trade secrets, financial information, customer lists, inventions, technical data, developments, pricing, drawings, business plans, schedules, test marketing data, marketing plans of either party which shall be proprietary and confidential.

D. "Distribution Sites" means the company owned or operated locations and any independently owned distributor, dealer or franchisee sites subject to the terms of this Agreement.

E. "Products" for the purposes of this Agreement, shall include motor fuel, motor oil, repairs, tires and other merchandise, excluding cash equivalent transactions, gift cards, pre-paid cards, lottery or other games of chance.

F. "Chargeback" means that a posted sale has been disputed and the amount of such sale will be deducted from the pending settlement to the merchant in accordance with the provisions contained in the Card Sale Procedures.

1.2 HONORING CARDS

A. MERCHANT shall in full compliance with this Agreement honor at its Distribution Sites in the United States, any Card properly presented for the purchase of Products based upon the authorization process of WEX.

B. Each Card Sale shall be deemed to create a sales draft issued by the Cardholder and instructing the card issuer to pay MERCHANT. WEX shall honor such sales drafts issued in conformity with the terms and conditions set forth herein.

C. This Agreement shall not apply to any Distribution Sites where the location is able to accept the card or currently accepts the Card through an agreement with the chain or brand that MERCHANT operates its Distribution Sites under.

2.1 CARD SALES

A. MERCHANT agrees to comply with the WEX Card Sale Procedures, attached and incorporated herein as Exhibit A, and any related technical specifications regarding card acceptance provided by WEX. The current technical specification is the ISO 8583, version 2.02, dated September 2008 which provides requirements for both the point of sale equipment and the next work host ("WEX Technical Specification"). WEX reserves the right to amend, modify or supplement the WEX Technical Specification, provided that thirty (30) days written notice of any such change is provided to MERCHANT. MERCHANT agrees to adopt any such amendments or changes to the WEX Technical Specifications based upon a mutually agreed upon timeframe so that MERCHANT remains on the most up-to-date specification as required by WEX.

B. MERCHANT is responsible for card acceptance at all of its Distribution Sites subject to this Agreement and as such, will enter into agreements with its independently owned Distribution Sites to enable them to accept the Card in a manner consistent with this Agreement. MERCHANT will use commercially reasonable efforts to cause its independently owned Distribution Sites to comply with the terms herein.

i. MERCHANT shall be responsible for distributing payments for Card Sales to its Distribution Sites. WEX shall remit one payment to MERCHANT for all Card Sales under this Agreement as well as providing MERCHANT with its standard reporting through a daily settlement file so that MERCHANT may allocate payments as appropriate to its Distribution Sites.

C. WEX reserves the right to terminate acceptance at a Distribution Site if such Distribution Site does not remain compliant with the terms of this Agreement or if in WEX's sole discretion, continued acceptance at the Distribution Site poses financial or reputational risk to WEX.

2.2 FEES

A. MERCHANT shall pay to WEX certain fees ("WEX Fees") as follows:

i. Interchange Fee: **3.5% of the total Card Sale.** The amount transferred by WEX shall be equal to the face amount of each Card Sale as reflected on the Card Sale receipt or the sales file transmitted to WEX based on the following formula: **(Total Card Sale – Discounts provided by Merchant)–WEX Fees = Amount to MERCHANT** Any discounts or rebates offered to WEX Customers shall be provided to WEX in advance, in writing. The Interchange Fee does not include any network transaction fees incurred by Merchant.

ii. Manual Transaction Fee shall be **$0.20** per Card Sale, where such manual transaction is not due to an equipment or communications failure by WEX.

iii. Phone Authorization Fee shall be **$0.30** per authorization, when such authorization is not made electronically, and is not the result of an equipment or communications failure by WEX.

iv. A Research Fee of **$25.00/hr.** per employee for any research services requested by MERCHANT, which may include, research for archived transactions or reports. WEX shall provide MERCHANT with an estimate of the amount of such fee and obtain MERCHANT's approval prior to undertaking any work.

v. Bank Transfer Charge of **$4.95 per settlement payment** shall apply.

B. Except for the interchange fee noted above, WEX reserves the right to change these fees upon thirty (30) days' notice to Merchant.

C. Merchant shall not surcharge or impose additional fees upon cardholders who present the Card for payment under the terms of this Agreement that it does not also charge to other cardholders who present a credit or charge card as the method of payment.

2.3 MISCELLANEOUS MERCHANT RESPONSIBILITIES

A. While WEX provides MERCHANT with a variety of reports for the Card Sales that WEX processes and provides payment. MERCHANT agrees that it shall still maintain its own records of the Card Sales.

B. WEX shall not be responsible for collecting, paying or reporting taxes, fees or other charges related to purchases made using Cards such as but not limited to sales and use taxes that are incurred by MERCHANT. This section does not apply to the obligations of the parties as more fully described in Article V, Tax Reporting Service for Fuel Transactions.

C. MERCHANT shall review any reports provided by WEX regarding the Card Sales promptly upon receipt and shall notify WEX within **sixty (60) days** of the date of the report as to any mistakes contained therein. Failure to do so shall be deemed MERCHANT's acceptance of the report as complete and satisfactory performance of WEX under this Agreement.

D. MERCHANT is responsible for the correction of all Card Sales that have been identified with errors and will not be processed by WEX within **one hundred and twenty (120) days** from the reported error processing date. MERCHANT can elect in writing to have WEX correct the errors on MERCHANT's behalf based upon information provided by MERCHANT. Such services will be performed at WEX's then prevailing rate.

E. MERCHANT shall provide WEX with a list of its locations, which shall be updated as necessary and prior to transmitting Card Sale data from a specific location.

3.1 PAYMENT FOR CARD SALES BY WEX

A. WEX shall pay MERCHANT for each Card Sale processed by WEX less any WEX Interchange Fee. Payment shall be made by WEX by an electronic funds transfer to a bank account or a third party designee named by MERCHANT as follows:

For FUEL MERCHANTS: no later than **thirty (30) calendar days;**
For SERVICE MERCHANTS: no later than **three (3) calendar days**

following the day on which the Card Sale is processed by WEX. If the payment date is a Saturday, Sunday or legal holiday, payment will be made on the next business day.

B. Any Card Sale data received by WEX from MERCHANT before 5:00 p.m. (Eastern Standard Time) shall be treated as having been received on the next business day. WEX may periodically offset or deduct from MERCHANT's payments hereunder any amounts due to WEX from MERCHANT pursuant to this Agreement.

C. Any amounts due to MERCHANT from WEX as a result of the submission of a sales draft may be paid, at MERCHANT'S option, to MERCHANT'S network provider or other designee, based on the banking information that is provided to WEX. WEX'S payment to MERCHANT'S network provider constitutes payment in full to MERCHANT.

D. As settlement agent and servicer for its approved card issuers, including but not limited to the WEX affiliates, WEX Bank and WEX Canada, Ltd., WEX shall make all payments to MERCHANT on behalf of such approved card issuers. WEX, as each approved card issuer's servicer, shall be responsible for all of such card issuer's communications with MERCHANT. An approved card issuer is an entity that has entered into an agreement with WEX to issue WEX-branded cards and is the party that has a direct credit or prepaid card relationship with the fleet customer or Cardholder. WEX shall not have any rights, duties, or liabilities as principal hereunder for Cards not issued by WEX, but rather issued by an approved card issuer. WEX acts solely as settlement agent and servicer with respect to such Cards issued by an approved card issuer.

3.2 REPORTS

A. WEX shall provide MERCHANT or its designee, its standard reporting for Card Sales and the amounts paid to MERCHANT through its standard daily settlement reports which may include, but not be limited to information related to the gross Card Sales, net Card Sales and amounts due to MERCHANT.

B. WEX shall use best efforts to provide accurate and complete reports, based upon the data transmitted to WEX by MERCHANT. In the event that incorrect data was provided resulting in a correction to payment, WEX will adjust any payments to MERCHANT as required based upon the receipt of corrected data from the MERCHANT provided that such correction is requested in accordance with Section 2.3.C or 2.3.D.

C. In the event that MERCHANT requests a custom report or custom file layout, such reports may be created by mutual agreement of the parties. Additional fees may be charged to MERCHANT for the creation and maintenance of custom reporting files and will be charged only upon the agreement of the parties.

4.1 REPRESENTATIONS AND WARRANTIES

A. The parties each hereby represent and warrant:
   i. They are duly organized, validly existing and in good standing under the laws of their state of their organization and have all governmental approvals, licenses, filings or permits necessary to conduct their business and enter into and perform this Agreement;
   ii. The Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

B. In addition, MERCHANT represents and warrants as to each Card Sale reported to WEX:
   i. it represents a bona fide Card Sale of Products sold and delivered in the ordinary course of business for the total sales price reported by MERCHANT to WEX;
   ii. MERCHANT shall have performed all of its obligations to the cardholder in connection with the Card Sale;
   iii. it involves no other Card Sale than the one described therein;
   iv. each Product had quality and grade as represented by MERCHANT;
   v. (for in-store Card Sales only) MERCHANT shall have taken all commercially reasonable steps to validate the signature of the cardholder; and,
   vi. all electronically or telephonically or hardware generated invoices, receipts, records or memoranda of sales shall in fact be genuine and not forged or unauthorized.

C. WEX hereby disclaims any and all warranties, express or implied, concerning card processing services covered by this Agreement, including all warranties of merchantability and fitness for a particular purpose.

4.2 LIABILITIES

A. The parties shall be liable to the other for actual damages resulting from a breach of this Agreement whether due to the performance or failure to perform by a party.

B. Notwithstanding the foregoing, the parties shall not be liable to the other for any indirect, special, incidental or consequential damages, including, but not limited to, lost profits even if the parties have knowledge of the possibility of such damages.

5.1 CREDIT CARD ISSUER EXEMPTIONS (FEDERAL EXCISE TAX AND SOME STATES)

A. WEX provides net billing of the federal excise taxes on gasoline and diesel fuel in accordance with the Safe, Accountable, Flexible, and Efficient Transportation Equity Act of 2005 as well as net billing for certain motor fuel taxes for those states that have adopted similar rules which allow the credit card issuer to facilitate exemptions to qualified tax exempt fleets.

B. MERCHANT shall be paid for Card Sales with the applicable taxes included and shall pay its Distribution Sites with applicable taxes included when WEX is facilitating the exemption.

C. WEX will obtain from each Exempt Fleet copies of relevant tax exemption documentation necessary for the Exempt Fleet to demonstrate its tax-exempt status.

6.1 TERM

A. Initial Term: This Agreement shall commence upon the execution hereof, and unless sooner terminated pursuant to the provisions of Section 6.2 hereof, shall remain in effect for **sixty (60) months**.

B. Renewal Term: This Agreement shall automatically renew for additional **twenty-four (24) month** terms immediately upon expiration of the term then in effect.

6.2 TERMINATION

A. Any party may terminate this Agreement upon the occurrence of any of the following:
   i. Provide the other parties written notice of termination by certified or registered mail at least **six (6) months** prior to termination of the term in effect;
   ii. the failure of a party to comply with any of the covenants or the terms, conditions, agreements and limitations set forth in this Agreement, and such failure continues for more than thirty (30) days following written notice from the other party(s)and corrective action is not undertaken and diligently pursued or, if the nature of such failure is such that it cannot reasonably be cured in 30 days;
   iii. any representation or warranty made in connection with this Agreement shall prove to be false or misleading in any material respect and is not cured after thirty (30) days written notice, which may include MERCHANT's compliance with its chargeback obligations as defined in the Card Sale Procedures;
   iv. the making of an assignment for the benefit of creditors or the institution of any bankruptcy or insolvency proceeding by a party or the institution by a third party of any bankruptcy proceeding against a party hereto which is not dismissed within sixty (60) days; or,
   v. the dissolution or termination of operations of a party other than in connection with a merger or sale of substantially all of such party's assets;
   vi. a party's failure to comply with all applicable legal and regulatory requirements, whether federal or state; or
   vii. a party's intentional misrepresentation or fraud in relation to its performance under this Agreement.

B. Upon termination, MERCHANT shall:
   i. cease entering into Card Sales using the Card or Cards with respect to which this Agreement is terminated;
   ii. cease promoting Card Sales or acceptance of Cards including removing all decals or signage indicating acceptance from the Distribution Sites, and;
   iii. return any unused materials or supplies issued by WEX with respect to any Card.

C. Termination shall not affect any party's respective rights, duties or obligations hereunder with respect to pre-termination Card transactions.

7.1 ENTIRE AGREEMENT/ASSIGNMENT

A. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby. This Agreement may be altered or amended by a signed written agreement of the parties.

B. This Agreement is effective only upon execution by all of the parties shall be binding upon the parties, their successors and assigns. This Agreement may not be assigned without the prior written approval of the other parties, which approval shall not be unreasonably withheld. A party may assign this Agreement without the other party's consent if (i) the assignee has the ability to perform the obligations of the assignor(s) hereunder and expressly assumes such obligations, and (ii) such assignment is in connection with a merger or sale of substantially all of the assets of the assignor, or (iii) such assignment is to an affiliate of assignor and (iv) the assignee is not a competitor of the non-assigning party.

C. As part of any assignment, change in ownership, change in organizational structure (i.e. change from sole proprietor to partnership) or change in control, MERCHANT shall provide WEX with an updated W-9 validating their proper legal name change and tax identification number.

7.2 SEVERABILITY AND WAIVERS OF PROVISIONS

The fact that any provision of this Agreement may prove to be invalid or unenforceable under any law, rule or regulation of any governmental agency, shall not affect the validity or enforceability of any other provisions of this Agreement. The waiver of any term, condition or right under this Agreement by any party shall not waive any other term, condition or right, or the same term, condition or right on any other occasion.

7.3 FORCE MAJEURE

The parties shall not be liable for failure to timely perform obligations hereunder if such performance is interrupted or delayed by reason of floods, fires, earthquakes, strikes, civil commotions, acts of war or other extraordinary or unexpected manifestations of physical occurrences which cannot be prevented by the exercise of reasonable diligence or ordinary care.

7.4 CONFIDENTIALITY AND DATA SECURITY

A. The parties agree that it is in their mutual best interest to maintain the confidentiality of the provisions of this Agreement and accordingly, agree that they will not, without the written consent of the other, intentionally disclose the terms hereof, including without limitation, the price terms (unless required by court order or other governmental authority) and that all such terms shall be held in confidence and revealed only to employees, agents, lenders or other persons having a need to know such terms in the course of such person's employment or business relationship with such party.

B. The parties further agree that any obligations to protect Confidential Information is set forth herein shall survive termination of this Agreement for a period of three years, except that as to any Confidential Information designated in writing by the disclosing party to be a "trade secret", such obligations shall continue indefinitely unless otherwise agreed in writing by the disclosing party.

C. All data collected by WEX from processing transactions shall remain the exclusive property of WEX. WEX may also use and disclose statistics and data generated by WEX as a result of processing transactions at MERCHANT's Distribution Sites.

D. The parties each agree to establish security procedures in order to safeguard Card Sale data and cardholder information. Such procedures shall be compliant with all applicable data security laws and regulations. In the event of a breach or compromise of a party's systems resulting in a loss or theft of information (including cardholder information), or if such a breach or compromise is suspected, the impacted party shall immediately notify the other parties to this Agreement.

7.5 LICENSING OF TRADEMARKS OR SERVICEMARKS

A. Both parties own certain trademarks and service marks ("Marks"), which may be used by each other on marketing materials used in connection with the acceptance of Cards and in WEX's standard marketing presentations identifying MERCHANT as a WEX accepting merchant ("Program Materials"). The party granting the license in the use of their Marks to the other party is referred to as the "Licensor". The party receiving the benefits of the license in the other party's Marks is referred to as the "Licensee".

B. Licensor hereby grants to Licensee, a limited non-exclusive, royalty free and non-transferable license to use certain trademarks and service marks of Licensor for the purpose of affixing such Marks to the any program materials to be developed for the Licensee in accordance with the terms of this Agreement.

C. Licensee shall not in any manner represent that it has any ownership in the Licensor's Marks or any registrations thereof. Licensee acknowledges that use of the Marks shall not create in Licensee's favor any right (other than the limited rights of use granted pursuant to this license), title or interest in, or to, the Marks and that use of the Marks by the Licensee insures to the benefit of the Licensee only to the extent of the limited rights and interests set forth in this Agreement, otherwise use of the Marks by Licensee inures to the benefit of the Licensor.

7.6 GOVERNING LAW

This Agreement shall be governed and construed by the internal laws of the State of Utah (without reference to choice of law rules).

7.7 AUDIT/FINANCIAL STATEMENTS

A. Each party, at its sole expense, shall have the right to audit the book and records of the other party relating to performance of this Agreement. All audits shall be conducted in accordance with professional auditing standards and during normal business hours and the requesting party shall provide at least fifteen (15) days advance notice of their intent to audit. The audited party shall fully cooperate with the auditing party to accomplish the audit as expeditiously as possible. Any audit shall be limited in scope to no more than twelve (12) months prior to the date of the actual audit.

B. MERCHANT agrees, if requested by WEX, to furnish WEX with financial information related to its business operations. In addition, WEX may undertake any such credit reviews as necessary to verify the financial condition of MERCHANT. If requested, financial statements shall include an income statement and statement of cash flows for the applicable fiscal year and a balance sheet, footnotes to the financial statements and auditor's opinion letter, if applicable prepared in accordance with generally accepted accounting principles, consistently applied, and shall be in accordance with the books and records of MERCHANT.

7.8 OTHER AGREEMENTS

MERCHANT hereby consents to WEX granting to their principal financing source(s) a security interest in and collateral assignment of this Agreement and acknowledges that, upon the occurrence of an event of default, in connection with the present or future financing arrangements between WEX and the financing source shall have all of the rights of WEX.

EXHIBIT A
WEX CARD SALE PROCEDURES

1.1 METHOD OF TRANSMISSION OF CARD SALES TO WEX

A. MERCHANT shall have the necessary equipment to permit the electronic acceptance of the Card at its Distribution Sites including but not limited to their point of sale equipment and networking services.

B. MERCHANT shall collect and transmit the Card Sale data in accordance with the WEX Technical Specification. Merchant shall obtain from WEX the necessary acceptance certification for its network and equipment that will be used for processing sales transaction.

1.2 MANUAL CARD SALE PROCEDURES

A. If MERCHANT is unable to obtain an authorization for a Card Sale due to the communication facilities for WEX are not operable, MERCHANT must capture the sales transaction through the use of a suitable imprinter to legibly imprint the Cards on the sales slip and requiring the cardholder to sign the sales receipt ("Manual Card Sale").

B. MERCHANT shall obtain all information required in Section 1.3.A below. MERCHANT shall take all commercially reasonable efforts to protect Manual Card Sale data from fraud or misuse.

C. MERCHANT shall not submit paper Manual Card Sales directly to WEX for processing unless prior approval is first obtained. In the event that WEX has agreed to accept such Manual Card Sales, WEX reserves the right to assess the Manual Transaction Fee set forth in Exhibit B.

D. In the event that MERCHANT allows a Manual Card Sale without first obtaining an authorization from WEX, the Merchant may still accept the Card for payment, however shall contact WEX as soon as communication with the WEX authorization facilities can be re-established.

E. When submitting a Manual Card Sale for processing, MERCHANT shall include the authorization or other approval code it received from WEX when submitting the completed Card Sale to WEX for processing.

F. WEX limits its liability for Manual Card Sales made in accordance with Section D above to **$50.00** per transaction and **$500** per day per Distribution Site. WEX reserves the right to change these limits from time to time. Manual Card Sales that exceed these limits shall be at the credit risk of MERCHANT.

1.3 MINIMUM CARD SALE PROCESSING REQUIRMENTS

A. Card Sale data sent to WEX shall include: account number, vehicle number, driver identification number, sales date, sales time, site identification number, authorization number, product code(s), quantity, total sales amount (in dollars), odometer, ticket number and any other information as WEX and MERCHANT may mutually agree upon.

B. All Card Sales require an authorization or approval from WEX. MERCHANT shall request such authorization from WEX for the total Card Sale amount prior to sending the Card Sale to WEX for processing.

C. WEX does not provide pre-authorizations, nor does it place available credit on "hold". If MERCHANT calls prior to completion of the services being provided to the cardholder, MERCHANT still needs to obtain an authorization number upon completion of the services or Card Sale to obtain payment from WEX.

D. An authorization or other approval code is not a guarantee that MERCHANT will receive payment. WEX does not provide payment to merchants based upon receipt of information during the authorization process. MERCHANT is still required to submit the completed Card Sale, including the authorization or other approval code, to WEX. Obtaining an authorization without submitting the completed Card Sale to WEX may result in non-payment by WEX for such Card Sale.

E. MERCHANT shall not accept payment through use of an expired Card or when advised upon authorization inquiry, that the Card is not to be honored.

F. MERCHANT shall never make a Card Sale when MERCHANT believes or has reason to believe that the Card may be counterfeit or stolen or the Card Sale is in any way fraudulent or otherwise suspicious.

G. Merchant shall maintain a record of all information required in Section 1.3.A above.

H. Upon request, MERCHANT shall provide the cardholder with a copy of the transaction receipt documenting the Card Sale. Such receipt shall not include the full account number or driver identification number printed on the receipt.

I. If the Card Sale is not an island card reader transaction ("pay-at-the-pump"), MERCHANT shall require the cardholder to sign the transaction receipt unless the total for the Card Sale is less than $25.

J. Any Card Sale data received by WEX from MERCHANT by 5:00 p.m. Eastern Time ("ET") shall be treated as having been received on the next business day.

K. MERCHANT shall not divide the price of goods and services purchased in a single transaction among two (2) or more transaction receipts for billing to WEX.

L. Merchant must not submit Card Sales until Products are delivered.

M. A Card must be present at the time of purchase. In the event that MERCHANT processes a Card Sale when the Card is not presented, MERCHANT bears the risk of the sale being charged back.

N. MERCHANT shall maintain a record of the Card Sale, including all sales data required for a period of **one (1) year**. Upon the reasonable request of WEX, such records shall be provided to WEX within **thirty (30) calendar days** of WEX's request. Failure to provide the requested record will result in a charge back of the Card Sale to MERCHANT.

1.4 DATA INPUT AND TRANSMISSION

A. Merchant is responsible for the data entry of Card Sale information by its personnel, or representatives. All data shall meet the WEX Technical Specification and shall be in good and usable condition.

B. If information pertaining to any Card Sale is garbled in transmission such that part or all of the record is likely to vary from what MERCHANT transmitted, WEX may advise MERCHANT of the suspected inaccuracy and request retransmission of the record or other appropriate confirmation. WEX may, with notice to MERCHANT, withhold payment for such Card Sales until the record is retransmitted or MERCHANT provides other appropriate confirmation.

C. If MERCHANT has not provided WEX with required information or that WEX needs to interpret, verify, or validate a Card Sale, WEX may, withhold payment for such Card Sale until MERCHANT sends WEX the necessary information. WEX may make appropriate adjustments in its settlements with MERCHANT to reflect the receipt or correction of any such Card Sale information. WEX shall provide notice to MERCHANT of any Card Sales that it is not able to process due to errors or missing information through its daily settlement reports.

D. MERCHANT shall submit all Card Sales to WEX for processing within **thirty (30)** days of the transaction date. WEX may accept transactions up to **one hundred and twenty (120) days** from the date of the transaction for processing and billing to the fleet, however, reserves the right to chargeback any such transaction that is disputed by a fleet customer.

E. MERCHANT authorizes WEX to refer to a default price per gallon table, which may be used when the calculated price per gallon for the transaction falls outside of WEX's acceptable range of pricing which is updated from time to time by WEX based upon market conditions. The table is based upon average price per gallon data collected from all merchants who accept WEX Cards.

F. MERCHANT authorizes WEX to refer to the authorization log to obtain information to complete the processing of transactions in the event that errors are detected by WEX during processing. It is understood by the parties that the information contained in the authorization log is the "actual, real-time" information received by WEX from the MERCHANT at the time the use of the charge card was authorized. If sufficient information is not available in the authorization log to correct any errors in the transaction file received by WEX from MERCHANT, then these transactions will be returned back to MERCHANT for correction.

G. Use of the defaults in Section 1.4.E and 1.4.F above does not affect the total transaction value submitted for settlement and is only used to facilitate reporting to fleet customers. It does not relieve MERCHANT of its requirements to provide accurate and complete data as set forth in 1.3.A for Card Sales.

1.5 CHARGEBACKS

A. Chargebacks shall be made for Card Sales that are disputed and (i) the required authorization was not obtained, (ii) were for unauthorized Products, (iii) were fraudulently made by an employee of MERCHANT or (iv) the WEX Card Sale Procedures were not followed. MERCHANT shall remain liable for all outstanding Chargebacks.

B. Any obligation to pay a Chargeback pursuant to this Agreement shall be unconditional and shall be waived, released or affected by any settlement, extension, compromise of forbearance or other agreement made or granted by WEX with or to any cardholder or obligor. Failure to issue a Chargeback with knowledge of a breach of warranty or other defect shall not be deemed a waiver of any of WEX's rights with respect to such a Card Sale. WEX will expend normal business efforts to remedy against cardholders and shall not be required to exhaust its remedies against cardholders or others as a condition precedent to requiring performance by MERCHANT of their obligations hereunder.

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

Or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

YEAR **Withholding Exemption Certificate**

CALIFORNIA FORM

2011 **(This form can only be used to certify exemption from nonresident withholding under California Revenue and Taxation Code (R&TC) Section 18662. Do not use this form for exemption from wage withholding.)** **590**

File this form with your withholding agent. (Please type or print)

Withholding agent's name

Payee's name

Payee's ☐ SSN or ITIN ☐ SOS file no. ☐ CA corp. no. ☐ FEIN

Address (number and street, PO Box, or PMB no.) Apt. no./ Ste. no.

City State ZIP Code

Read the following carefully and check the box that applies to the payee.

I certify that for the reasons checked below, the payee named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Who is a Resident, for the definition of a resident.

☐ **Corporations:**
The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return and withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information F, What is a Permanent Place of Business, for the definition of permanent place of business.

☐ **Partnerships or limited liability companies (LLC):**
The above-named partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return and will withhold on foreign and domestic nonresident partners or members when required. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**
The above-named entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c)_____(insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:**
The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**
At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**
I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

☐ **Nonmilitary Spouse of a Military Servicemember:**
I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE: Please complete and sign below. Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.
Payee's name and title (type or print)_____Daytime telephone no._____

Payee's signature ☐ _____ Date _____

For Privacy Notice, get form FTB 1131. 7061113 Form 590 C2 2010

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Instructions for Form 590

Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

What's New

Backup Withholding – Beginning on or after January 1, 2010, with certain limited exceptions, payers that are required to withhold and remit backup withholding to the Internal Revenue Service (IRS) are also required to withhold and remit to the Franchise Tax Board (FTB). The California backup withholding rate is 7% of the payment. For California purposes, dividends, interests, and any financial institutions release of loan funds made in the normal course of business are exempt from backup withholding. For additional information on California backup withholding, go to **ftb.ca.gov** and search for **backup withholding**.

If a payee has backup withholding, the payee must contact the FTB to provide a valid Taxpayer Identification Number (TIN) before filing a tax return. The following are acceptable TINs: social security number (SSN); individual taxpayer identification number (ITIN); federal employer identification number (FEIN); California corporation number (CA Corp No.); or Secretary of State (SOS) file number. Failure to provide a valid TIN will result in the denial of the backup withholding credit. For more information go to **ftb.ca.gov** and search for **backup withholding**.

General Information

For purposes of California income tax, references to a spouse, husband, or wife also refer to a Registered Domestic Partner (RDP) unless otherwise specified. For more information on RDPs, get FTB Pub. 737, Tax Information for Registered Domestic Partners.

Private Mail Box (PMB) – Include the PMB in the address field. Write "PMB" first, then the box number. Example: 111 Main Street PMB 123.

Foreign Address – Enter the information in the following order: City, Country, Province/ Region, and Postal Code. Follow the country's practice for entering the postal code. **Do not** abbreviate the country's name.

A Purpose

Use Form 590, Withholding Exemption Certificate, to certify an exemption from nonresident withholding. California residents or entities should complete and present Form 590 to the withholding agent. The withholding agent is then relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless told by the FTB that the form should not be relied upon.

The following are excluded from withholding and completing this form:

- The United States and any of its agencies or instrumentalities
- A state, a possession of the United States, the District of Columbia, or any of its political subdivisions or instrumentalities
- A foreign government or any of its political subdivisions, agencies, or instrumentalities

Important – This form cannot be used for exemption from wage and real estate withholding.

- If you are an employee, any wage withholding questions should be directed to the FTB General Information number, 800.852.5711. Employers should call **888**.745.3886 or go to **www.edd.ca.gov**.
- Sellers of California real estate use Form 593 Real Estate Withholding Certificate, to claim an exemption from real estate withholding.

B Requirement

R&TC Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of California.

Withholding is required on the following, but is not limited to:

- Payments to nonresidents for services rendered in California.
- Distributions of California source income made to domestic nonresident S corporation shareholders, partners and members and allocations of California source income made to foreign partners and members.
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business.
- Payments to nonresidents for royalties with activities in California.
- Distributions of California source income to nonresident beneficiaries from an estate or trust.
- Prizes and winnings received by nonresidents for contests in California.

However, withholding is optional if the total payments of California source income are $1,500 or less during the calendar year.

For more information on withholding get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines. To get a withholding publication see General Information H, Publications, Forms, and Additional Information.

C Who Certifies this Form

Form 590 is certified by the payee. An incomplete certificate is invalid and the withholding agent should not accept it. If the withholding agent receives an incomplete certificate, the withholding agent is required to withhold tax on payments made to the payee until a valid certificate is received. In lieu of a completed certificate on the preprinted form, the withholding agent may accept as a substitute certificate a letter from the payee explaining why the payee is not subject to withholding. The letter must contain all the information required on the certificate in similar language, including the under penalty of perjury statement and the payee's taxpayer identification number. The withholding agent must retain a copy of the certificate or substitute for at least four years after the last payment to which the certificate applies, and provide it upon request to the Franchise Tax Board.

For example, if an entertainer (or the entertainer's business entity) is paid for a performance, the entertainer's information must be provided. **Do not** submit the entertainer's agent or promoter information.

The grantor of a grantor trust shall be treated as the payee for withholding purposes. Therefore, if the payee is a grantor trust and one or more of the grantors is a nonresident, withholding is required. If all of the grantors on the trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled "Individuals — Certification of Residency."

D Who is a Resident

A California resident is any individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose.

An individual domiciled in California who is absent from California for an uninterrupted period of at least 546 consecutive days under an employment related contract is considered outside California for other than a temporary or transitory purpose.

An individual is still considered outside California for other than a temporary or transitory purpose if return visits to California do not total more than 45 days during any taxable year covered by an employment contract.

This provision does not apply if an individual has income from stocks, bonds, notes, or other intangible personal property in excess of $200,000 in any taxable year in which the employment related contract is in effect.

A spouse/RDP absent from California for an uninterrupted period of at least 546 days to accompany a spouse/RDP under an employment related contract is considered outside of California for other than a temporary or transitory purpose.

Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For assistance in determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status, and FTB Pub. 1032, Tax Information for Military Personnel, or call the FTB at 800.852.5711 or 916.845.6500.

E Military Spouse Residency Relief Act (MSRRA)

Generally, for tax purposes you are considered to maintain your existing residence or domicile. If a military servicemember and nonmilitary spouse have the same state of domicile, the MSRRA provides:

- A spouse shall not be deemed to have lost a residence or domicile in any state solely by reason of being absent to be with the servicemember serving in compliance with military orders.
- A spouse shall not be deemed to have acquired a residence or domicile in any other state solely by reason of being there to be with the servicemember serving in compliance with military orders.

Domicile is defined as the one place:

- Where you maintain a true, fixed, and permanent home
- To which you intend to return whenever you are absent

A military servicemember's nonmilitary spouse is considered a nonresident for tax purposes if the servicemember and spouse have the same domicile outside of California and the spouse is in California solely to be with the servicemember who is serving in compliance with Permanent Change of Station orders. (Note: California may require nonmilitary spouses of military servicemembers to provide proof that they meet the criteria for California personal income tax exemption as set forth in the MSRRA).

Income of a military servicemember's nonmilitary spouse for services performed in California is not California source income subject to state tax if the spouse is in California to be with the servicemember serving in compliance with military orders, and the servicemember and spouse have the same domicile in a state other than California.

For additional information or assistance in determining whether the applicant meets the MSRRA requirements, get FTB Pub. 1032.

F What is a Permanent Place of Business

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the SOS. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

G Withholding Agent

Keep Form 590 for your records. **Do not** send this form to the FTB unless it has been specifically requested.

For more information, contact Withholding Services and Compliance, see General Information H.

The payee must notify the withholding agent if any of the following situations occur:

- The individual payee becomes a nonresident.
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California.
- The partnership ceases to have a permanent place of business in California.
- The LLC ceases to have a permanent place of business in California.
- The tax-exempt entity loses its tax-exempt status.

The withholding agent must then withhold and report the withholding using Form 592, Resident and Nonresident Withholding Statement, and remit the withholding using Form 592-P, Payment Voucher for Resident and Nonresident Withholding. Form 592-B, Resident and Nonresident Withholding Tax Statement, is retained by the withholding agent and a copy is given to the payee.

H Publications, Forms, and Additional Information

You can download, view, and print California tax forms and publications at **ftb.ca.gov**.

To have publications or forms mailed to you or to get additional nonresident withholding information, contact the Withholding Services and Compliance.

WITHHOLDING SERVICES AND COMPLIANCE MS F182
FRANCHISE TAX BOARD
PO BOX 942867
SACRAMENTO CA 94267-0651

Telephone: **888**.792.4900
916.845.4900
Fax: 916.845.9512

For all other questions unrelated to withholding or to access the TTY/TDD numbers, see the information below.

Internet and Telephone Assistance
Website: **ftb.ca.gov**

Telephone: 800.852.5711 from within the United States
916.845.6500 from outside the United States
TTY/TDD: 800.822.6268 for persons with hearing or speech impairments

Asistencia Por Internet y Teléfono
Sitio web: **ftb.ca.gov**
Teléfono: 800.852.5711 dentro de los Estados Unidos
916.845.6500 fuera de los Estados Unidos
TTY/TDD: 800.822.6268 personas con discapacidades auditivas y del habla

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City of Dubuque
City Council

CONSENT ITEMS # 9.

ITEM TITLE:	Acceptance Granger Creek Lift Station Improvements
SUMMARY:	City Manger recommending City Council adopt the attached resolution accepting the public improvement, establishing the final contract amount at $1,257,914.83, and authorize the payment of the final contract retainage amount of $62,895.74 to Tri-Con General Construction Inc. for the Granger Creek Sanitary Sewer Pump Station Modification Project. This is a 3.02% increase from the original contract amount of $1,221,000.00. RESOLUTION Accepting the Granger Creek Sanitary Sewer Pump Station Modification Project
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Granger Creek Sanitary Sewer Pump Station Modification Project acceptance of public improvement construction contract
2. Granger Creek Lift Station Upgrade Project - Staff Acceptance MEMO
3. Granger Creek Lift Station Upgrade Project - Council Acceptance RESOLUTION

THE CITY OF DUBUQUE
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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Granger Creek Sanitary Sewer Pump Station Modification Project
Acceptance of Public Improvement Construction Contract
Project No. 5581500009

DATE: April 14, 2026

City Engineer Gus Psihoyos is recommending City Council adopt the attached resolution accepting the public improvement, establishing the final contract amount at $1,257,914.93, and authorize the payment of the final contract retainage amount of $62,895.75 to Tri-Con General Construction Inc. for the Granger Creek Sanitary Sewer Pump Station Modification Project. This is a 3.02% increase from the original contract amount of $1,221,000.00.

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
Todd Irwin, Water Resource Project Supervisor
Jenny Larson, Chief Financial Officer
Bob Schiesl, PE, Assistant City Engineer
Max O'Brien, PE Assistant Public Works Director
Deron Muehring, Water & Resource Recovery Center Director

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TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Granger Creek Sanitary Sewer Pump Station Modification Project
Acceptance of Public Improvement Construction Contract
Project No. 5581500009

DATE: April 14, 2026

INTRODUCTION

The enclosed resolution provides for establishing the final contract amount, and acceptance of the public improvement construction contract for the Granger Creek Lift Station Upgrade Project.

BACKGROUND

In 1998 the City began to extend sanitary sewer along Granger Creek, for the Dubuque Technology Park development. The Granger Creek Interceptor Sewer (GCIS) extension consisted of the Granger Creek Pump Station and approximately 17,600 LF of both 20 inch and 18" diameter pipe. In 2015, the City extended the interceptor sewer, continuing along Granger Creek and U.S. Highway 151/61, to the Dubuque Regional Airport. The GCIS extension increased the sanitary Sewer Shed 4 to approximately 6,300 acres.

Since the GCIS and the extension to the Dubuque Regional Airport has been completed, several adjacent areas, in or near Key West, have connected to the City's sewer system such as; Table Mound Mobile Home Park, Kerrigan Heights Subdivision, Truck Country, a portion of Twin Ridge Subdivision, and Silver Oaks Subdivision. Tamarack Business Park and the City's Crossroads Industrial Park, along with other adjacent parcels, are also able to be served by GCIS.

The City of Dubuque submitted a facility plan, based on the results of an intensive evaluation of the existing interceptor collection and pumping systems that convey sewage to the Water Resource Recovery Center (WRRC), to Iowa Department of Natural Resources (IDNR), in September of 2021. The facility plan identified three improvement projects related to the Granger Creek Interceptor Sewer System Improvements: Granger Creek Sanitary Sewer Pump Station Modification Project, Twin Ridge Sanitary Sewer Extension and Lagoon Abandonment Project and the Tamarack Sanitary Sewer Extension Project.

The Granger Creek Sanitary Sewer Pump Station Modification Project will increase the firm pumping capacity of the existing Granger Creek Lift Station from 0.5 MGD to 2.9

MDG which will provide the needed capacity to serve existing and proposed developments within sewer shed 4.

DISCUSSION

The Granger Creek Sanitary Sewer Pump Station Modification Project is one of three projects included in a single State Revolving Fund (SRF) loan being utilized to fund the projects. The SRF loan, in the amount of $2,536,000 along with an EPA Community Grant in the amount of $1,000,000, for a total of $3,536,000 provided the funding for the three projects that are included in the Granger Creek Sanitary Sewer System Improvements Facility Plan. The three projects are: Twin Ridge Sanitary Sewer Extension and Lagoon Abandonment Project (5581500024), Tamarack Sanitary Sewer Extension Project (5581500001), and Granger Creek Sanitary Sewer Pump Station Modification Project (5581500009). The EPA Community Grant was applied for and awarded after the SRF loan had been applied for and closed on, and was only applicable to the construction contract for the Granger Creek Sanitary Sewer Pump Station Modification Project. The EPA Community Grant required a 20% local match. The 20% local match utilized a portion of the SRF loan funding, to meet the requirement of the Grant.

BUDGET IMPACT

The Granger Creek Sanitary Sewer Pump Station Modification Project has been completed by Tri-Con General Construction Inc, of Dubuque, Iowa in the final contract amount of $1,257,914.93. This is a 3.02% increase from the original contract amount of $1,221,000.00.

The table below details the final total project cost for the Granger Creek Sanitary Sewer Pump Station Modification Project:

Description	Award	Final
Planning & Design	$ 166,200.00	$ 166,200.00
Construction	$ 1,221,000.00	$ 1,257,914.93
Contract Admin / Construction Engineering	$ 203,100.00	$ 262,999.67
Contingency	$ 146,218.18	$ 0.00
City Staff & Legal	$ 38,181.82	$ 38,181.82
0.5% SRF Loan Origination Fees	$ 2,126.70	$ 2,126.70
Total Project Cost	**$ 1,776,826.70**	**$ 1,727,423.12**

The SRF loan, for all three projects, was funded through multiple Fiscal Year appropriations. The funding summary of the loan amount allocated to the Granger Creek Sanitary Sewer Pump Station Modification Project is detailed below:

Granger Creek Sanitary Sewer Pump Station Modification Project Funding			
FY 22	5581500009	Catfish/Granger Lift Station Improvements	$ 130,000.00
FY 23	5581500009	Catfish/Granger Lift Station Improvements	$ 607,650.00
FY 24	5581500009	Catfish/Granger Lift Station Improvements	$ 134,265.99
FY 24	5581500009	EPA Community Grant	$ 1,000,000.00
		Total SRF & EPA Grant Project Funding	**$ 1,871,915.99**

All three of the Granger Creek Sanitary Sewer System Improvement Projects were completed under budget which resulted in remaining balance of available SRF funding. The remaining amount for each project budget is summarized in the table below.

Granger Creek Sanitary Sewer Improvements – Remaining SRF Funding		
5581500009	Remaining SRF Funding from Granger Lift Station Improvements	$ 144,492.97
5581500024	Remaining SRF Funding from Twin Ridge Lift Station Abandonment Project	$ 285,783.43
5581500001	Remaining SRF Funding from Tamarack Sanitary Sewer Extension Project	$ 153,808.07
	Total Remaining SRF Project Funding	**$ 584,084.47**

(Note:The Twin Ridge Sanitary Sewer Extension and Lagoon Abandonment Project (5581500024) and the Tamarack Sanitary Sewer Extension Project (5581500001) were accepted, by the City, at the City Council meeting held on November 17, 2025.)

RECOMMENDATION

I recommend that the City Council accept the public improvement, establishing the final contract amount at $1,257,914.93, and authorize the payment of the final contract retainage amount of $62,895.85 to Tri-Con General Construction Inc. for the Granger Creek Sanitary Sewer Pump Station Modification Project.

ACTION TO BE TAKEN

The City Council is requested to adopt the attached resolution accepting the public improvement, establishing the final contract amount at $1,257,914.93, and authorize the payment of the final contract retainage amount of $62,895.85 to Tri-Con General Construction Inc. for the Granger Creek Sanitary Sewer Pump Station Modification Project.

Prepared by Todd Irwin, Water Resource Project Supervisor
cc: Jenny Larson, Chief Financial Officer
Bob Schiesl, PE, Assistant City Engineer
Max O’Brien, PE Assistant Public Works Director
Deron Muehring, Water & Resource Recovery Center Director

Prepared by: Kerry Bradley, City of Dubuque Engineering, 50 W. 13th Street, Dubuque, IA 52001 (563)589-4270
Return to: Adrienne N. Breitfelder, City Clerk, 50W 13th Street, Dubuque, IA 52001 (563)589-4100

RESOLUTION NO. -26

ACCEPTING THE GRANGER CREEK SANITARY SEWER PUMP STATION MODIFICATION PROJECT

WHEREAS, the Granger Creek Sanitary Sewer Pump Station Modification Project (the Project) the project consisted of the replacement of the submersible pumps within an existing Granger Creek Pump Station wet well, located at 8896 Mar Jo Quarry Rd, removal and replacement of an existing valve vault, replacement of related force main piping, valves, supports and appurtenances, removal and replacement of existing electrical and controls housed within the Catfish Creek Pump Station building. The project also included modifications to the HVAC system and roofing replacement for the existing Catfish Creek Pump Station building; and

WHEREAS, the Public Improvement Contract for the Project has been completed by the contractor, Tricon General Construction, Inc. (Contractor), and the City Engineer has examined the work and recommends that the Project be accepted; and

WHEREAS, the final contract amount for the Project is $1,257,914.93; and

WHEREAS, the Contractor has previously been paid $1,195,019.09, leaving a retainage balance of $62,895.85; and

WHEREAS, the City Council finds that the recommendation of the City Engineer should be accepted.

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

SECTION 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

SECTION 2. The Chief Financial Officer is hereby directed to pay the balance of the retainage of $62,895.85 as provided in Iowa Code Chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code Chapter 573 or Iowa Chapter 26.13.

Passed, approved and adopted this 20th day of April 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish L. Gleason, Assistant City Clerk

CITY ENGINEER CERTIFICATE OF FINAL COMPLETION OF THE GRANGER CREEK SANITARY SEWER PUMP STATION MODIFICATION PROJECT

The undersigned Gus Psihoyos, City Engineer of the City of Dubuque, Iowa, hereby certifies that he has inspected the Granger Creek Sanitary Sewer Pump Station Modification Project and work has been performed in compliance with the terms of the Public Improvement Contract, and that the total cost of the completed work is $1,727,423.12.

Dated this 14th day of April, 2026.



_____
Gus Psihoyos, City Engineer

Filed in the office of the City Clerk on the _____ day of _____, ____.

_____
Trish L. Gleason, Assistant City Clerk

Copyrighted
April 20, 2026

City of Dubuque
City Council

CONSENT ITEMS # 10.

ITEM TITLE:	FY25 JAG Grant Application
SUMMARY:	City Manger recommending City Council approval to apply for the FY25 Justice Assistance Grant (JAG). The grant amount is $33,689 and requires no cash match. The grant application period ends April 28, 2026. While we are currently in FY26, this federal grant is titled FY25.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo FY25 Justice Assistance Grant (JAG) Application
2. Staff Memo to City Manager - FY25 JAG Grant Application
3. MOU 2025 JAG Grant
4. Certification Assurances Form

THE CITY OF DUBUQUE
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Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: FY25 Justice Assistance Grant (JAG) Application

DATE: April 15, 2026

Assistant Chief of Police Joseph Messerich is recommending City Council approval to apply for the FY25 Justice Assistance Grant (JAG). The grant amount is $33,689 and requires no cash match. The grant application period ends April 28, 2026. While we are currently in FY26, this federal grant is titled FY25.

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
Joseph Messerich, Assistant Chief of Police

THE CITY OF DUBUQUE
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MEMORANDUM

April 10, 2026

TO: Michael C. Van Milligen
City Manager

FR: Joseph Messerich
Assistant Chief of Police

RE: FY25 Justice Assistance Grant (JAG) Application

INTRODUCTION:

The purpose of this memorandum is to request City Council approval to apply for the FY25 Justice Assistance Grant (JAG). The grant amount is $33,689 and requires no cash match. The grant application period ends April 28, 2026. While we are currently in FY26, this federal grant is titled FY25.

BACKGROUND:

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program provides federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, from multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives.

Since at least 2007, the Dubuque Police Department has participated in the Edward Byrne Memorial Justice Assistance Grant program, allowing the department to obtain overtime funds, equipment, and supplies for various prevention and enforcement activities not covered by the regular police budget.

The purpose of the Edward Byrne Memorial Justice Assistance Grant is to assist local units of government with grant funds for local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice for any one or more of the following purpose areas:

- Law Enforcement Programs
- Prosecution and Court Programs
- Prevention and Education Programs
- Corrections and Community Corrections Programs
- Drug Treatment and Enforcement Programs
- Planning, Evaluation, and Technology Improvement Programs
- Crime Victim and Witness Programs (other than compensation)

DISCUSSION:

The Police Department received notification that the application process for this grant has opened and that we are eligible to apply for $33,689 in JAG funding this year, with the award pending final approval and disbursement from the Department of Justice.

To apply for this grant award and associated funds, we are instructed to complete the following:

- Submit a memorandum of understanding between the City of Dubuque and the County of Dubuque
- Submit a Certificate and Assurance by the Chief Executive

Once these documents (included with this memo) are complete, they can be returned to the police department for submission.

RECOMMENDATION:

I am requesting that the City Council approve the application for the FY25 Justice Assistance Grant in the amount of $33,689. I am also requesting that the two attached application documents be completed and returned to the Police Department for submission.

THE STATE OF IOWA

COUNTY OF DUBUQUE

MEMORANDUM OF UNDERSTANDING

BETWEEN THE CITY OF DUBUQUE, IOWA, AND COUNTY OF DUBUQUE

2025 EDWARD BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____ day of _____, by and between the COUNTY of DUBUQUE, acting by and through its governing body, the Board of Supervisors, hereinafter referred to as COUNTY, and the CITY of DUBUQUE, acting by through its governing body, the City Council, hereinafter referred to as CITY, both of Dubuque County, State of Iowa, witnesseth:

WHEREAS, the CITY is part of a disparate jurisdiction which includes the COUNTY: and

WHEREAS, the CITY is the fiscal agent for 2025 JAG grant funds, with joint allocation funds awarded to the disparate jurisdiction which includes both the CITY and the COUNTY: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing part for the services or functions under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY $0 from the 2025 JAG award for the Dubuque 2025 Law Enforcement, Prevention, Investigative, and Tactical Response Project: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds OF $33,689.00 as per the 2025 Iowa Local JAG Allocations in support of the Municipal program.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1

CITY agrees to pay COUNTY a total of $0 of JAG funds.

Section 2

CITY agrees to use $33,689.00 for the Dubuque 2025 Law Enforcement, Prevention, Investigative, and Tactical Response Project.

Section 3

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein: further, this Agreement shall not create any rights in any party not a signatory hereto:

CITY OF DUBUQUE, IOWA

_____

Brad M. Cavanagh
Mayor, City of Dubuque

COUNTY OF DUBUQUE, IOWA

_____

Harley Pothoff
Dubuque County Supervisor

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Memorial Justice Assistance Grant Program FY 2025 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2025 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

7. If the applicant named below is not the unit of local government itself, I certify that it is an instrumentality of the unit of local government and is approved to serve as the applicant and recipient of FY 2025 JAG funding on behalf of the unit of local government.

_____ _____
Signature of Chief Executive of the Applicant Unit of Local Government — Date of Certification

_____ _____
Printed Name of Chief Executive — Title of Chief Executive

_____
Name of Applicant Unit of Local Government

Copyrighted
April 20, 2026

City of Dubuque
City Council

CONSENT ITEMS # 11.

ITEM TITLE:	Community Development Block Grant FY 2027 Annual Action Plan
SUMMARY:	City Manager recommending City Council approval of the attached resolution adopting the FY 2027 Annual Action Plan as recommended by the Community Development Advisory Commission, and direct staff to transmit this plan to the U.S. Department of Housing and Urban Development as required. RESOLUTION Adopting the Fiscal Year 2027 (Program Year 2026) Community Development Block Grant (CDBG) Annual Action Plan
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo FY 2027 Community Development Block Grant Annual Action Plan
2. Staff Memo
3. Resolution
4. FY27 CDBG Annual Action Plan
5. Application for Federal Assistance- SF424
6. 424B Assurances and Certifications
7. Non-State-Certifications

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: FY 2027 Community Development Block Grant Annual Action Plan

DATE: April 15, 2026

Housing & Community Development Director Madeline Haverland is recommending City Council approve the attached resolution adopting the FY 2027 Annual Action Plan as recommended by the Community Development Advisory Commission, and direct staff to transmit this plan to the U.S. Department of Housing and Urban Development as required.

The Community Development Advisory Commission reviewed and approved this FY27 Annual Action Plan at their January 21, 2026, meeting and recommends City Council adoption.

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
Madeline Haverland, Housing & Community Development Director
Mary Bridget Corken-Deutsch, Community Development Grants Monitor

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael Van Milligen, City Manager

FROM: Madeline C. Haverland, Housing & Community Development Director

DATE: April 14, 2026

RE: FY 2027 Community Development Block Grant Annual Action Plan

INTRODUCTION
The Housing & Community Development Department is submitting the attached FY 2027 Annual Action Plan for the use of Community Development Block Grant funds for the City Council to adopt at the April 20, 2026 meeting. This memo transmits a resolution to adopt the FY 2027 Annual Action Plan.

BACKGROUND
The City of Dubuque receives Community Development Block Grant (CDBG) funds annually from the U.S. Department of Housing & Urban Development (HUD) as an entitlement community. The City of Dubuque must follow a public process to plan for, use, and evaluate the impact of these federal resources. The CDBG Annual Action Plan outlines how the city will use CDBG funds to provide decent and affordable housing, create economic opportunity, and suitable living environments.

The city is required to submit an Annual Action Plan to HUD each year. During the citizen participation process, the FY 2027 Pre-Allocation Annual Action Plan was presented using an estimated entitlement amount based on the prior year's allocation of $1,037,080 and anticipated program income of $194,868, for a total of $1,231,948. Because the final HUD allocation was not yet known, the Pre-Allocation Annual Action Plan included a contingency provision that would be implemented once the actual allocation was received.

Per our Citizen Participation Plan, interested parties could examine and comment on the contents of the proposed Plan for at least 30 days from December 17, 2025-January 16, 2026. The plan was available at the City Clerk's Office, Carnegie -Stout Public Library, Multicultural Family Center, the Housing and Community Development Department, and online at www.cityofdubuque.org/housing. Written comments could be submitted prior to the public hearing, and in-person comments were accepted during the hearing. No public comments were received.

DISCUSSION

Following receipt of the actual allocation, the FY 2027 Annual Action Plan now reflects an entitlement award of $1,044,630 and $194,868 in program income, for a total of $1,239,498.

Consistent with the contingency provision in the Pre-Allocation Annual Action Plan, the $7,550 increase in entitlement funding will be allocated to the Neighborhood Recreation Program (Public Services), increasing its funding from $146,848 to $154,398.

FY 2027 Annual Action Plan includes several housing development activities, including Homeowner Rehabilitation, Roof Replacement, and Accessibility Improvements. Recurring programs include Lead and Healthy Homes Grant Match, Healthy Homes Grant Match which includes roof replacement, Neighborhood Recreation Programs, Zoning Enforcement and Rehab Services and Staff. A new program, Low- and Moderate-Income Area Park Improvements, will support the Parks and Recreation Comprehensive Plan. All activities align with the 5-Year Consolidated Plan goals and City Council priorities.

The Community Development Advisory Commission reviewed and approved this FY27 Annual Action Plan at their January 21, 2026 meeting and recommends City Council adoption.

RECOMMENDATION

I respectfully request the City Council approve the attached resolution adopting the FY 2027 Annual Action Plan as recommended by the Community Development Advisory Commission, and direct staff to transmit this plan to the U.S. Department of Housing and Urban Development as required.

Prepared by: Mary Bridget Corken-Deutsch, Community Development Grants Monitor

Prepared by Mary Bridget Corken-Deutsch, Community Development Specialist, 350 W. 6th St, Dubuque, IA 52001, (563) 690-6094
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. ___2026

A RESOLUTION ADOPTING THE FISCAL YEAR 2027 (PROGRAM YEAR 2026) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN.

Whereas, the City of Dubuque, through a series of public meetings and hearings, proposed a Fiscal Year 2027 (Program Year 2026) Community Development Block Grant Annual Action Plan be approved addressing housing and non-housing needs in the community; and

Whereas, the Community Development Advisory Commission held a public meeting and public hearing on January 21st, 2026, to receive community input on the Fiscal Year 2027 (Program Year 2025) Community Development Block Grant Annual Action Plan;

Whereas, the Community Development Advisory Commission unanimously recommended the City Council approve Fiscal Year 2027 (Program Year 2026) Community Development Block Grant Annual Action Plan on January 21st, 2026.

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

Section 1. That the Community Development Block Grant Fiscal Year 2027 (Program Year 2026) Annual Action Plan, attached hereto and by this reference made a part hereof, is hereby adopted.

Section 2. That the City Council authorizes the Mayor to sign on behalf of the City of Dubuque, Iowa any documents in connection herewith.

Section 3. The City Manager or his designee of the City of Dubuque is hereby authorized to direct staff to prepare and submit to the United States Department of Housing and Urban Development the Fiscal Year 2027 (Program Year 2026) Annual Action Plan with all related documents, for the use of Community Development Block Grant funds based on this adopted budget and execute standard contracts and agreements.

Passed, approved, and adopted this 20th day of April, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne Breitfelder, City Clerk

FY 27 ANNUAL PLAN
Actual Allocation

FOR USE OF PROGRAM YEAR 2026

COMMUNITY DEVELOPMENT BLOCK GRANT

(CDBG) FUNDS

For Inclusion in the Fiscal Year 2027 City Budget.

PREPARED BY THE CITY OF DUBUQUE HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT

CITY OF DUBUQUE, IOWA
FY 2027 ANNUAL ACTION PLAN
FOR THE USE OF PROGRAM YEAR 2026
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

The City of Dubuque distinguishes between four different but complementary areas of program development in its overall CDBG program: Administration, Housing Development, Neighborhood Development, and Public Facilities. The following description of activities summarizes the projects to be completed in the FY 2027 Annual Action Plan with the use of CDBG funds.

RESOURCES

CDBG Entitlement FY 2027 **$1,044,630**

Program Income **$194,868**

Program income projections are based on forecast for loan repayments based on the loan portfolio and program income generated from CDBG funded programs.

TOTAL RESOURCES **$1,239,498**

ADMINISTRATION $246,390

CDBG regulations limit expenditure on planning and administrative funds to 20% of the current year program income plus the current entitlement. The proposed resources for administration support the plan's current requirements.

CDBG Planning, Monitoring, & Budgeting **$90,000**

Staff support for general management. Oversight and coordination of the Community Development Block Grant program; assures compliance with federal regulations and reporting requirements.

Housing & Community Development Administration **$156,390**

On-going staff support for general management, oversight, and coordination of the Community Development Block Grant housing programs.

Priority: High
Objective/Outcome: Provide Decent Affordable Housing/Affordability

HOUSING DEVELOPMENT $630,000

Housing Activities **$250,000**

This project includes residential repair and rehab for low- and moderate-income homeowners and renters. Potential Activities include homeowner rehab, roof replacement, and accessibility improvements.

National Objective: Low- and Moderate-Income Housing
Location: City wide
Proposed Accomplishments: 20 Housing Units
Priority: High
Objective/Outcome: Decent Housing/Affordability

Lead & Healthy Homes Grant Match (2024) **$100,000**

This project includes residential repair and rehab for low- and moderate-income homeowners and renters. Potential activities include lead assessment and lead paint reduction of abatement with forgivable loans to low- and moderate-income residents. This activity is match funding for the Lead and Healthy Homes Grant awarded in FY25.

National Objective: Low- and Moderate-Income Housing

Location: City wide
Proposed Accomplishments: 20 Housing units
Priority: High
Objective/Outcome: Decent Housing/Affordability

Healthy Homes Grant Match (2024) **$100,000**

This project includes residential repair and rehab for low- and moderate-income homeowners and renters. Potential activities include roof replacement with forgivable loans to low- and moderate-income residents. This activity is match funding for the Healthy Homes Grant awarded in FY25.

National Objective: Low- and Moderate-Income Housing
Location: City wide
Proposed Accomplishments: 20 Housing units
Priority: High
Objective/Outcome: Decent Housing/Affordability

Housing Rehabilitation Services and Staff **$180,000**

This project includes staff support for program management activities, technical assistance, and loan packaging for the city's Community Development programs.

Priority: High
Objective/Outcome: Decent Housing/Affordability

NEIGHBORHOOD DEVELOPMENT $163,108

Public Services activities are restricted to 15% of the previous year program income and the current year entitlement. Public Service activities in this plan represent 15% of the proposed expenditures.

Neighborhood Recreation Programs- Public Services **$154,398**

This project includes enhanced recreation programing offered in low- and moderate-income areas and to low and moderate income residents. Potential activities include expanded after-school programs, community partnerships, and scholarships.

National Objective: Low- and Moderate-Income Benefit
Location: City wide
Proposed Accomplishments: 300 Persons
Priority: High
Objective/Outcome: Suitable Living/Accessibility

Zoning Enforcement **$8,710**

This project provides funding for inspection/enforcement staff services to low/mod income areas for zoning ordinance infractions and to provide support for neighborhood clean-up efforts. Potential activities include staff enforcement for zoning ordinance infractions, and/or housing inspection staff.

National Objective: Low- and Moderate-Income Benefit
Location: City wide, Low and Mod Area
Proposed Accomplishments: 100 Housing Units
Priority: High
Objective/Outcome: Suitable Living/Sustainability

PUBLIC FACILITIES $200,000

Low-Mod Area Park Updates **$200,000**

New playground equipment at low- and moderate- income area parks based on community input.

National Objective: Low- and Moderate-Income Benefit
Location: City wide, Low and Mod Area
Proposed Accomplishments: Park Design/Community Input
Priority: High
Objective/Outcome: Suitable Living/Sustainability

Grand Total: CDBG Funding Proposed for FY 2027	**$1,239,498**

ESTIMATED SOURCES	FY 2027
Entitlement	**1,044,630**
Recreation Various Program Fees	
Homeowner Loan Repayments	158,289
Rental Loan Repayments	7,682
Infill-Loan Repayments	2,335
1st Time Homeowner Loans	23,561
Reimbursements-General	
Sale of Assets - Other	
Microenterprise Loans	3,000
Total Program Income	**194,868**
Unexpended Funds Previous Fiscal Years	
Total	**1,239,498**

	FY27 AAP
Administration	**246,390.00**
CDBG Planning, Monitoring, & Budgeting	90,000.00
Housing and Community Development Administration	156,390.00
Housing Development	**630,000.00**
Housing Activities	250,000.00
Homeowner Rehab	
Rental Rehab	
Roof Replacement Program	
Accessibility Improvement Program	
Lead & Healthy Homes Grant Match (2024)	100,000.00
Healthy Homes Grant Match (2024)	100,000.00
Housing Rehabilitation Services and Staff	180,000.00
Neighborhood Development	163,108.00
Neighborhood Recreation Program- Public Services	154,398.00
Zoning Enforcement	8,710.00
Public Facilities	**200,000.00**
Low/Mod Income Area Park Improvements	200,000.00
Grand Total	**1,239,498.00**

COMMUNITY DEVELOPMENT BLOCK GRANT - FY 2027 ANNUAL ACTION PLAN: CAPS

20 % ADMINISTRATIVE CAP	
FY 27 CDBG Allocation	1,044,630
Current Year Program Income	194,868
Total Available	1,239,498
Cap %	20%
Maximum allowed	**247,900**

15 % PUBLIC SERVICE CAP	
1,044,630	FY 27 CDBG Allocation
175,000	**Previous** Year Program Income
1,219,630	Total Available
15%	Public Service Cap %
182,945	**Maximum allowed**

	ADMIN FY26 AP	PUB SERVICE FY26 AP	UNCAPPED FY26 AP
Housing Activities (Rehab, Roof, Accessibility)			250,000
Lead Healthy Homes Grant			100,000
Healthy Homes Grant Match			100,000
Housing Rehabilitation Services and Staff			180,000
Low Mod Parks (Capital Projects)			200,000
Neighborhood Recreation Program- Scholarhips		154,398	
Zoning Enforcement			8,710
Purchase of Services			
Housing Admin	156,390		
CDBG Planning, Monitoring, Budgeting	90,000		
TOTALS	246,390	154,398	838,710
Subtract Previous Year Unspent Public Service Obligations			
TOTAL PROPOSED FOR PUBLIC SERVICE		154,398	
OVER (UNDER) Maximum Cap	(1,510)	(28,547)	

OMB Number: 4040-0004
Expiration Date: 03/31/2029

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 04/20/2026

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier: IA191464 DUBUQUE

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Dubuque

* b. Employer/Taxpayer Identification Number (EIN/TIN): 42-6004596

* c. UEI: TLJMHPVMMUD3

d. Address:

* Street1: 50 W. 13th Street

Street2:

* City: Dubuque

County/Parish:

* State: IA: Iowa

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 52001-4805

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Ms.

* First Name: Madeline

Middle Name:

* Last Name: Haverland

Suffix:

Title:

Organizational Affiliation:

* Telephone Number: 563-589-4230

Fax Number:

* Email: mhaverla@cityofdubuque.org

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development

11. Assistance Listing Number:

Assistance Listing Title:

*** 12. Funding Opportunity Number:**

PUBLIC LAW

* Title:

PROGRAM YEAR 2026 OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT CPD FORMULA PROGRAMS: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

*** 15. Descriptive Title of Applicant's Project:**

JURISDICTIONS FISCAL YEAR 2027 ANNUAL ACTION PLAN FOR THE USE OF CDBG FUNDS. INCLUDES FUNDING FOR HOUSING DEVELOPMENT, NEIGHBORHOOD DEVELOPMENT, PUBLIC FACILITIES, AND ADMINISTRATIVE COSTS.

Attach supporting documents as speci

Form Attachments:

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: IA-1

* b. Program/Project: IA-1

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date: 07/01/2026

* b. End Date: 06/30/2027

18. Estimated Funding ($):

* a. Federal	1044630.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	194868.00
* g. TOTAL	1,239,498.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	
* First Name:	Brad
Middle Name:	
* Last Name:	Cavanagh
Suffix:	
* Title:	Mayor
* Telephone Number:	563-564-5455
Fax Number:	
* Email:	bcavanagh@cityofdubuque.org
* Signature of Authorized Representative:	
* Date Signed:	

Applicant and Recipient Assurances and Certifications

U.S. Department of Housing and Urban Development

OMB Number: 2501-0044
Expiration Date: 2/28/2027

Instructions for the HUD 424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant: [Insert below the Name and title of the Authorized Representative, name of Organization and the date of signature]:

*Authorized Representative Name:

Brad Cavanagh

*Title: Mayor

*Applicant/Recipient Organization:

City of Dubuque

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(1)(iii)).

* Signature:

* Date: (mm/dd/yyyy):

Public Reporting Burden Statement: The public reporting burden for this collection of information is estimated to average 0.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to: U.S. Department of Housing and Urban Development, Office of the Chief Data Officer, R, 451 7th St SW, Room 4176, Washington, DC 20410-5000. **Do not send completed HUD 424-B forms to this address.** This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid OMB control number. The Department of Housing and Urban Development is authorized to collect this information under the authority cited in the Notice of Funding Opportunity for this grant program. The information collected provides assurances and certifications for legal requirements related to the administration of this grant program. HUD will use this information to ensure compliance of its grantees. This information is required to obtain the benefit sought in the grant program. This information will not be held confidential and may be made available to the public in accordance with the Freedom of Information Act (5 U.S.C. §552).

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction’s consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

_____ _____

Signature of Authorized Official Date

_____

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2026 [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature of Authorized Official Date

_____

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Copyrighted
April 20, 2026

City of Dubuque
City Council

CONSENT ITEMS # 12.

ITEM TITLE:	Retail License Renewal
SUMMARY:	City Manager recommending City Council approval of retail alcohol licenses as submitted. RESOLUTION Approving Applications for Retail Alcohol Licenses, as Required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Approval of Retail Alcohol Licenses
2. Police Chief Staff Memo
3. City Clerk Staff Memo
4. Resolution

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Retail Alcohol Licenses for the following:

Annual Renewals

- Clarke University, 1550 Clarke Dr.
- Whiskey River, 1070 University Ave.
- The Olive Garden Italian Restaurant 1516, 3350 Dodge St.
- Old Chicago Pizza and Taproom, 3100 Dodge St.
- Foodie Garage Eatery, 1046 Central Ave.
- Marco's Italian American Food, 2022 Central Ave.
- Catfish Charlie's, 1630 E. 16th St.
- Paro Food Mart, 3200 Central Ave.
- Stone Cliff Winery/ Dubuque Star Brewery, 600 Star Brewery Dr. Suite 100
- Ichiban Habachi Steakhouse & Sushi Bar, 3187 University Ave.
- Shot Tower Inn, 390 Locust St.

New Applications

- McAleece Park and Recreation Complex, 1801 Admiral Sheehy Dr.
- Port of Dubuque Marina, 450 East 3rd St.

New Applications Provisional Issuances

- Bluff Strokes Art Center - 4-17-26 to 4-30-26, 1201 Locust St.

Special Event(s) per Special Event Application Submittal

- The Dungeon / Dungeon Dayz - 5-21-26 to 5-25-26, 302 Locust

DATE: April 16, 2026

Chief of Police Jeremy Jensen is recommending City Council approval of the Retail Alcohol License renewals for: Clarke University, 1550 Clarke Dr., Whiskey River, 1070 University Ave., The Olive Garden Italian Restaurant 1516, 3350 Dodge St., Old Chicago Pizza and Taproom, 3100 Dodge St., Foodie Garage Eatery, 1046 Central Ave., Marco's Italian American Food, 2022 Central Ave., Catfish Charlie's, 1630 E. 16th St., Paro Food Mart, 3200 Central Ave., Stone Cliff Winery/ Dubuque Star Brewery, 600 Star Brewery Dr. Suite 100, Ichiban Habachi Steakhouse & Sushi Bar, 3187 University Ave., Shot Tower Inn, 390 Locust St.

City Clerk Adrienne Breitfelder is recommending City Council approval of the New Applications for: McAleece Park and Recreation Complex, 1801 Admiral Sheehy Dr., Port of Dubuque Marina, 450 East 3rd St.; and New Applications Provisional Issuances for: Bluff Strokes Art Center - 4-17-26 to 4-30-26, 1201 Locust St.; and Special Event(s) per Special Event Application Submittal: The Dungeon / Dungeon Dayz - 5-21-26 to 5-25-26, 302 Locust St.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jeremy Jensen, Chief of Police
Trish Gleason, Assistant City Clerk

THE CITY OF DUBUQUE
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MEMORANDUM

DATE: **April 2, 2026**

TO: Michael C. Van Milligen
City Manager

FROM: Jeremy R. Jensen
Chief of Police

RE: Retail Alcohol Licenses for the following:

- Clarke University, 1550 Clarke Dr.
- Whiskey River, 1070 University Ave.
- The Olive Garden Italian Restaurant 1516, 3350 Dodge St.
- Old Chicago Pizza and Taproom, 3100 Dodge St.
- Foodie Garage Eatery, 1046 Central Ave.
- Marco's Italian American Food, 2022 Central Ave.
- Catfish Charlie's, 1630 E. 16th St.
- Paro Food Mart, 3200 Central Ave.
- Stone Cliff Winery/ Dubuque Star Brewery, 600 Star Brewery Dr. Suite 100
- Ichiban Habachi Steakhouse & Sushi Bar, 3187 University Ave.
- Shot Tower Inn, 390 Locust St.

INTRODUCTION

The purpose of this memorandum is to recommend the annual renewal of the above retail alcohol license establishments and to highlight the calls for service related to incidences of disturbances, crimes against persons, crimes against property, and public morals occurring at the business since the last liquor license renewal.

BACKGROUND

Regarding the listed establishments, the following is a summary of activity since their last renewal. The following key provides a brief description of those calls for service displaying four areas of concern.

Disturbances	Includes physical fighting, verbal arguments, loud music and/or subjects and all other disorderly behavior not already listed
Crimes Against Persons	Includes Assault and Harassment
Crimes Against Property	Includes Burglary, Criminal Mischief and Theft
Public Morals	Includes Public Intoxication and Possession of Controlled Substances

DISCUSSION

•Clarke University, 1550 Clarke Dr.
Since the last renewal date there have been 6 calls for service to the establishment. There were 2 disturbances, 1 crime against persons, 3 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

DPD Case #	*Type of Call/Circumstances*	*Disposition*
2024-003201	Disturbance	Report Taken
2024-003202	Disturbance	Report Taken
2024-007087	Burglary	Report Taken
25-019955	Criminal Mischief	Handled by Officer
25-075800	Harassment	Handled by Officer
2026-000653	Criminal Mischief	Report Taken

•Whiskey River, 1070 University Ave.
Since the last renewal date there have been 2 calls for service to the establishment. There were 0 disturbances, 2 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

DPD Case #	*Type of Call/Circumstances*	*Disposition*
2025-006403	Assault	Report Taken
25-084862	Assault	Handled by Officer

•The Olive Garden Italian Restaurant 1516, 3350 Dodge St.
Since the last renewal date there have been 4 calls for service to the establishment. There were 2 disturbances, 1 crime against persons, 1 crime against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

DPD Case #	*Type of Call/Circumstances*	*Disposition*
24-068483	Disturbance	Handled by Officer
25-063246	Disturbance	Handled by Officer
2025-006912	Theft	Report Taken
26-004427	Harassment	Handled by Officer

•Old Chicago Pizza and Taproom, 3100 Dodge St.
Since the last renewal date there have been 3 calls for service to the establishment. There were 2 disturbances, 0 crimes against persons, 1 crime against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

DPD Case #	*Type of Call/Circumstances*	*Disposition*
2025-004476	Theft	Report Taken
2025-007513	Disturbance	Report Taken
2025-007531	Disturbance	Report Taken

•Foodie Garage Eatery, 1046 Central Ave.
Since the last renewal date there has been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

•Marco's Italian American Food, 2022 Central Ave.
Since the last renewal date there has been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

•Catfish Charlie's, 1630 E. 16th St.
Since the last renewal date there has been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

•Paro Food Mart, 3200 Central Ave.
Since the last renewal date there has been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

•Stone cliff Winery/ Dubuque Star Brewery, 600 Star Brewery Dr. Suite 100
Since the last renewal date there has been 0 calls for service to the establishment. There were 0 disturbances, 0 crimes against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

•Ichiban Habachi Steakhouse & Sushi Bar, 3187 University Ave.
Since the last renewal date there have been 3 calls for service to the establishment. There were 2 disturbances, 1 crime against persons, 0 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

DPD Case #	***Type of Call/Circumstances***	***Disposition***
24-059891	Disturbance	Handled By Officer
24-067829	Harassment	Handled by Officer
25-060843	Disturbance	Handled by Officer

•Shot Tower Inn, 390 Locust St.
Since the last renewal date there have been 5 calls for service to the establishment. There were 2 disturbances, 0 crimes against persons, 3 crimes against property, and 0 public morals calls. Additionally, there were 0 individual violations and 0 violations against the business.

DPD Case #	*Type of Call/Circumstances*	*Disposition*
2025-000774	Theft	Report Taken
25-036942	Disturbance	Handled by Officer
25-052785	Disturbance	Handled by Officer
2025-005109	Burglary	Report Taken
26-016138	Criminal Mischief	Handled by Officer

RECOMMENDATION:
Based upon a review of the above businesses, we would recommend approval of the annual retail alcohol licenses for: Clarke University, 1550 Clarke Dr., Whiskey River, 1070 University Ave., The Olive Garden Italian Restaurant 1516, 3350 Dodge St., Old Chicago Pizza and Taproom, 3100 Dodge St., Foodie Garage Eatery, 1046 Central Ave., Marco's Italian American Food, 2022 Central Ave., Catfish Charlie's, 1630 E. 16th St., Paro Food Mart, 3200 Central Ave., Stone Cliff Winery/ Dubuque Star Brewery, 600 Star Brewery Dr. Suite 100, Ichiban Habachi Steakhouse & Sushi Bar, 3187 University Ave., Shot Tower Inn, 390 Locust St.

ACTION REQUESTED
Action requested is for City Council consideration to approve the retail alcohol license. renewals for: Clarke University, 1550 Clarke Dr., Whiskey River, 1070 University Ave., The Olive Garden Italian Restaurant 1516, 3350 Dodge St., Old Chicago Pizza and Taproom, 3100 Dodge St., Foodie Garage Eatery, 1046 Central Ave., Marco's Italian American Food, 2022 Central Ave., Catfish Charlie's, 1630 E. 16th St., Paro Food Mart, 3200 Central Ave., Stone Cliff Winery/ Dubuque Star Brewery, 600 Star Brewery Dr. Suite 100, Ichiban Habachi Steakhouse & Sushi Bar, 3187 University Ave., Shot Tower Inn, 390 Locust St.

cc: Crenna Brumwell, City Attorney
Adrienne N. Breitfelder, City Clerk

City Clerk's Office
City Hall
50 W. 13th Street
Dubuque, IA 52001-4864
(563) 589-4100 office
(563) 589-0890 fax
ctyclerk@cityofdubuque.org
www.cityofdubuque.org

TO: Michael C. Van Milligen, City Manager

FROM: Adrienne N. Breitfelder, City Clerk

DATE: April 4, 2026

SUBJECT: Retail Alcohol License Approvals for the following:

New Applications
McAleece Park and Recreation Complex, 1801 Admiral Sheehy Dr.
Port of Dubuque Marina, 450 East 3rd St.

New Applications Provisional Issuances
Bluff Strokes Art Center - 4-17-26 to 4-30-26, 1201 Locust St.

Special Event(s) per Special Event Application Submittal
The Dungeon / Dungeon Dayz - 5-21-26 to 5-25-26, 302 Locust St

INTRODUCTION
The purpose of this memorandum is to recommend the approval of the above noted retail alcohol license applications.

BACKGROUND
State and city codes require a retail alcohol license to sell beer, wine, or liquor within the city. The Iowa Department of Revenue Alcohol and Tax Compliance Division (Division) manages the application and licensing process. The Iowa Alcoholic Beverages Division (ABD) previously managed this process but was merged into the Iowa Department of Revenue in 2024, leading to a new division name. The Division works in coordination with cities, which serve as the local authority under State Code Chapter 123 on alcoholic beverage control. In Dubuque, the City Clerk's Office acts as the local authority for retail alcohol license applications, processing each application on the city's behalf. When an applicant applies for a retail alcohol license, they must receive approval from the local authority before the application is forwarded to the Division for further action.

DISCUSSION
The City Clerk's Office submits recommendations to the City Council for approval of all new retail alcohol license applications, additional privileges, and amendments. While new applications include special events, the City Clerk's Office highlights these separately in memos and resolutions for easy reference.

Per City Code §4-2B-9, City Council action is required before an application is submitted to the Division. However, §4-2B-9 also authorizes the City Clerk's Office to issue provisional approval for new and renewal applications before a regularly scheduled City Council meeting, provided the

applicant has met all city and state application and inspection requirements. Provisional approval is granted when necessary and is subsequently placed on the next City Council agenda for formal review and either approval or revocation. All applications listed above have met the relevant city and state requirements.

The Dubuque Police Department submits recommendations for retail alcohol license renewal applications via a separate memo in which they detail their annual calls for service on each establishment.

RECOMMENDATION
I respectfully request approval of the above noted retail alcohol license applications as submitted.

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jeremy Jensen, Police Chief

Prepared by: Trish Gleason, Assistant City Clerk

Prepared by Trish L. Gleason, Asst. City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO.

APPROVING APPLICATIONS FOR RETAIL ALCOHOL LICENSES, AS REQUIRED BY CITY OF DUBUQUE CODE OF ORDINANCES TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 2 LIQUOR CONTROL, ARTICLE B LIQUOR, BEER AND WINE LICENSES AND PERMITS

WHEREAS, applications for retail alcohol licenses have been submitted and filed with the City Council for approval, and the same have been examined, provisionally approved, and/or approved; and

WHEREAS, the premises to be occupied by such applicants were inspected and found to comply with the Ordinances of the City; and

WHEREAS, the applicants have filed the proper fees and bonds to the Iowa Department of Revenue Alcohol and Tax Compliance Division and have otherwise complied with the requirements of the Code of Ordinances.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued at the noted premise address to the following applicants pending submission of the locally required documentation:

New Applications	
McAleece Park and Recreation Complex	1801 Admiral Sheehy Dr.
Port of Dubuque Marina	450 East 3rd St.
Renewals	
Catfish Charlie's	1630 E 16th St.
Clarke University	1550 Clarke Dr.
Foodie Garage Eatery	1046 Central Ave.
Ichiban Habachi Steakhouse & Sushi Bar	3187 University Ave.
Marco's Italian American Food	2022 Central Ave.
Old Chicago Pizza and Taproom	3100 Dodge St.
Olive Garden Italian Restaurant	3350 Dodge St.
Paro Food Mart	3200 Central Ave.
Shot Tower Inn	390 Locust St.
Stone Cliff Winery/Dubuque Star Brewery	600 Star Brewery Dr. Suite 100
Whiskey River	1070 University Ave.
New Applications Provisional Issuances	
Bluff Strokes Art Center - 4-17-26 to 4-30-26	1201 Locust St.

Special Event(s) per Special Event Application Submittal	
The Dungeon / Dungeon Dayz 5-21-26 to 5-25-26	302 Locust St

Passed, approved, and adopted this 20th day of April 2026.

_____

Brad M. Cavanagh, Mayor

Attest:

_____

Trish L. Gleason, Assistant City Clerk

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April 20, 2026

City of Dubuque
City Council

ITEMS SET FOR PUBLIC HEARING # 1.

ITEM TITLE:	Set Public Hearing on FY 2027 City Budget
SUMMARY:	City Manager recommending approval of resolutions setting the April 28, 2026, public hearing in connection with the adoption of the Fiscal Year 2026 City budget. RESOLUTION Setting the Date for the Public Hearing on the Five-Year Capital Improvement Program for Fiscal Years 2027 Through 2031 for the City of Dubuque RESOLUTION Setting the Date for the Public Hearing on the Fiscal Year 2026 Budget for the City of Dubuque
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for April 28, 2026

ATTACHMENTS:

1. MVM Memo Set the Public Hearing for the FY2027 City Budget
2. Staff Memo to Set FY27 Budget Public Hearing_2026_04_19
3. Setting date for FY27 Five Year CIP_Resolution
4. FY_27_Setting_Public_Hearing_Operating_Budget_Resolution
5. FY27 Notice of Public Hearing Budget Adoption

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Set Public Hearing on FY 2027 City Budget

DATE: April 19, 2026

Chief Financial Officer Jennifer Larson is submitting two resolutions setting the April 28, 2026, public hearing in connection with the adoption of the Fiscal Year 2026 City budget.

The final budget approval cannot exceed the maximum property tax resolution for Fiscal Year 2027 adopted by City Council at the March 23, 2026, public hearing. State law requires a public hearing on the Operating Budget and the Five-Year Capital Improvement Program.

The notice of public hearing regarding the adoption of the Fiscal Year 2027 budget indicates a proposed city tax rate of $10.16480. While that is the property tax rate you will be considering in your public hearing, I am revising my budget recommendation to reflect updated expense and revenue projections.

The "Five Flags pay to other agency" expense line has been reduced for Fiscal Year 2027, decreasing from $1,294,877 to $1,201,155. This adjustment results in general fund savings of $93,722.

Furthermore, it appears the Dubuque Racing Association first quarter revenues will have exceeded projections, demonstrating the conservative nature of their original forecasts. The initial Fiscal Year 2027 city budget recommendation included a DRA rent revenue budget of $7,079,186. Updated estimates established by me, not the DRA, now project DRA rent revenues at $7,302,571, representing a $223,385 increase in general fund revenue. While the DRA is not amending their revenue estimates for the year, I feel comfortable amending my recommendation.

These financial adjustments result in a revised city tax rate of $10.06370 for Fiscal Year 2027, maintaining the same rate as previously established for the current fiscal year (Fiscal Year 2026).

The following outlines the impact of lowering the Fiscal Year 2027 tax rate from $10.16480 to $10.06370.

	FY2026	Recommended FY2027	Revised FY2027	Revised FY27 % Change	Revised FY27 $ Change
Tax Rate	$10.06370	$10.16480	$10.06370	0%	$0
Property Tax Asking	$29,872,253	$31,940,934	$31,623,827	+5.86%	+$1,751,574
Residential Avg. Value =$213,211	$889.20	$915.88	$906.76	+1.97%	+$17.56

Commercial Property Impacts:

Property Value	FY2026	Recommended FY2027	Revised FY2027	Revised FY27 % Change	Revised FY27 $ Change
$150,000 or less	$716.01	$679.03	$672.27	-6.11%	-$43.74
$150,001-$300,000	$2,074.61	$2,051.21	$2,030.88	-2.11%	-$43.73
$300,001-$450,000	$3,433.21	$3,423.52	$3,389.47	-1.27%	-$43.74
Avg=$624,927	$4,253.76	$5,023.81	$4,973.85	+16.93%	+$720.09

Industrial Property Impacts:

Property Value	FY2026	Recommended FY2027	Revised FY2027	Revised FY27 % Change	Revised FY27 $ Change
$150,000 or less	$716.01	$679.03	$672.27	-6.11%	-$43.74
$150,001-$300,000	$2,074.61	$2,051.21	$2,030.88	-2.11%	-$43.73
$300,001-$450,000	$3,433.21	$3,423.52	$3,389.47	-1.27%	-$43.74
Avg=$624,927	$5,090.27	$6,000.54	$5,940.87	+16.71%	+$850.60

I respectfully recommend you set the public hearing date of April 28, 2026.

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer
Laura Bendorf, Budget Manager

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

TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Set Public Hearing on FY 2027 City Budget

DATE: April 19, 2026

INTRODUCTION

The purpose of this memorandum is to submit two resolutions setting the public hearing in connection with the adoption of the Fiscal Year 2027 City budget. The publication of official notices for the public hearing will be published to meet Iowa Code minimum publication requirements.

DISCUSSION

The public hearing on the Fiscal Year 2027 City budget will be conducted in the City Council Chambers at 350 W. 6th St and virtually at 6:30 p.m. on Tuesday, April 28, 2026. The public hearing will also cover the adoption of the Capital Improvement Program for Fiscal Year 2027.

The final budget approval cannot exceed the maximum property tax resolution for Fiscal Year 2027 adopted by City Council at the March 23, 2026 public hearing. State law requires a public hearing on the Operating Budget and the Five-Year Capital Improvement Program.

The notice of public hearing regarding the adoption of the Fiscal Year 2027 budget indicates a proposed city tax rate of $10.16480. The City Manager will revise his budget recommendation to reflect updated expense and revenue projections.

The "Five Flags pay to other agency" expense line has been reduced for Fiscal Year 2027, decreasing from $1,294,877 to $1,201,155. This adjustment results in general fund savings of $93,722. OVG, the contracted private management company for Five Flags, has reported that an increased number of events and adjustments to rental and co-promotion rate schedules have contributed to higher adjusted gross income, thereby reducing the required subsidy.

Furthermore, the Dubuque Racing Association has announced that its first quarter revenues have exceeded projections, demonstrating the conservative nature of their forecasts. The initial Fiscal Year 2027 budget recommendation included a DRA rent

revenue budget of $7,079,186. Updated estimates now project DRA rent revenues at $7,302,571, representing a $223,385 increase in general fund revenue.

While the DRA is not amending their revenue estimates for the year the City Manager feels comfortable amending his recommendation.

These financial adjustments result in a revised city tax rate of $10.06370 for Fiscal Year 2027, maintaining the same rate as previously established for this fiscal year (Fiscal Year 2026).

The following outlines the impact of lowering the Fiscal Year 2027 tax rate from $10.16480 to $10.06370.

	FY2026	Recommended FY2027	Revised FY2027	Revised FY27 % Change	Revised FY27 $ Change
Tax Rate	$10.06370	$10.16480	$10.06370	0%	$0
Property Tax Asking	$29,872,253	$31,940,934	$31,623,827	+5.86%	+$1,751,574
Residential Avg. Value =$213,211	$889.20	$915.88	$906.76	+1.97%	+$17.56

Commercial Property Impacts:

Property Value	FY2026	Recommended FY2027	Revised FY2027	Revised FY27 % Change	Revised FY27 $ Change
$150,000 or less	$716.01	$679.03	$672.27	-6.11%	-$43.74
$150,001-$300,000	$2,074.61	$2,051.21	$2,030.88	-2.11%	-$43.73
$300,001-$450,000	$3,433.21	$3,423.52	$3,389.47	-1.27%	-$43.74
Avg=$624,927	$4,253.76	$5,023.81	$4,973.85	+16.93%	+$720.09

Industrial Property Impacts:

Property Value	FY2026	Recommended FY2027	Revised FY2027	Revised FY27 % Change	Revised FY27 $ Change
$150,000 or less	$716.01	$679.03	$672.27	-6.11%	-$43.74
$150,001-$300,000	$2,074.61	$2,051.21	$2,030.88	-2.11%	-$43.73
$300,001-$450,000	$3,433.21	$3,423.52	$3,389.47	-1.27%	-$43.74
Avg=$624,927	$5,090.27	$6,000.54	$5,940.87	+16.71%	+$850.60

ACTION STEP

The action step is for City Council to adopt the two resolutions setting the public hearing on the Fiscal Year 2027 City budget, operating and capital improvement program, for the City of Dubuque.

JML

Attachments
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Laura Bendorf, Budget Manager

RESOLUTION NO. -26

SETTING THE DATE FOR THE PUBLIC HEARING ON THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2027 THROUGH 2031 FOR THE CITY OF DUBUQUE

Whereas, a proposed Five-Year Capital Improvement Program for the City of Dubuque for Fiscal Years 2027 through 2031 has been prepared and submitted to the City Council; and

Whereas, the capital projects for the first year of the program are included in the Fiscal Year 2027 budget for the City of Dubuque; and

Whereas, it is deemed to be in the best interest of the City of Dubuque to conduct a public hearing and adopt the five-year Capital Improvement Program simultaneously with the public hearing and adoption of the Fiscal Year 2027 budget for the City of Dubuque.

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

Section 1. That the City Council shall conduct a public hearing on the five-year Capital Improvement Program for Fiscal Years 2027 through 2031 in the City Council Chambers and virtually on Tuesday, April 28, 2026, beginning at 6:30 p.m.

Passed, approved and adopted this 20h day of April 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish Gleason, Assistant City Clerk

RESOLUTION NO. -26

SETTING THE DATE FOR THE PUBLIC HEARING ON THE FISCAL YEAR 2026 BUDGET FOR THE CITY OF DUBUQUE

Whereas, Iowa Code Section 384.16 provides that the City Council shall set a time and place for a public hearing on the Fiscal Year 2027 budget before the final budget certification date and shall publish notice before the hearing as provided in Iowa Code Section 384.16.

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

Section 1. That the City Council shall conduct a public hearing on the proposed Fiscal Year 2027 budget for the City of Dubuque in the City Council Chambers on Tuesday, April 28, 2026, beginning at 6:30 p.m.

Passed, approved and adopted this 20th day of April 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish Gleason, Assistant City Clerk

NOTICE OF PUBLIC HEARING -- PROPOSED BUDGET

Fiscal Year July 1, 2026 - June 30, 2027

City of: DUBUQUE

The City Council will conduct a public hearing on the proposed Budget at: City Council Chambers, 350 W 6th St. Meeting Date: 4/28/2026 Meeting Time: 06:30 PM

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of , any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult https://dom.iowa.gov/local-budget-appeals.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per $1000 valuation on regular property 10.16480

The estimated tax levy rate per $1000 valuation on Agricultural property is 3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number
(563) 589-4398

City Clerk/Finance Officer's NAME
Jennifer Larson

		Budget FY 2027	Re-estimated FY 2026	Actual FY 2025
Revenues & Other Financing Sources				
Taxes Levied on Property	1	31,291,538	29,866,180	28,780,003
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	31,291,538	29,866,180	28,780,003
Delinquent Property Taxes	4	0	0	1,761
TIF Revenues	5	19,078,285	19,473,033	17,551,607
Other City Taxes	6	24,931,451	23,986,160	22,533,590
Licenses & Permits	7	4,706,776	4,477,648	5,023,423
Use of Money and Property	8	21,265,756	22,190,268	25,397,388
Intergovernmental	9	53,729,895	102,911,110	47,786,550
Charges for Fees & Service	10	61,735,125	52,626,335	54,427,716
Special Assessments	11	40,000	117,657	74,022
Miscellaneous	12	13,800,240	21,404,740	14,220,367
Other Financing Sources	13	26,783,933	75,696,998	28,388,353
Transfers In	14	46,910,374	55,858,537	49,645,215
Total Revenues and Other Sources	15	304,273,373	408,608,666	293,829,995
Expenditures & Other Financing Uses				
Public Safety	16	44,671,041	41,776,168	42,626,355
Public Works	17	16,704,458	22,167,129	16,395,835
Health and Social Services	18	1,233,171	1,308,690	1,172,595
Culture and Recreation	19	19,281,450	20,889,560	17,222,773
Community and Economic Development	20	19,964,675	26,488,229	21,502,546
General Government	21	17,280,069	17,363,657	15,161,161
Debt Service	22	12,584,115	12,464,896	10,865,131
Capital Projects	23	37,935,036	153,119,911	41,582,357
Total Government Activities Expenditures	24	169,654,015	295,578,240	166,528,753
Business Type / Enterprises	25	94,200,696	131,655,091	64,570,928
Total ALL Expenditures	26	263,854,711	427,233,331	231,099,681
Transfers Out	27	46,910,374	55,858,537	49,645,215
Total ALL Expenditures/Transfers Out	28	310,765,085	483,091,868	280,744,896
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-6,491,712	-74,483,202	13,085,099
Beginning Fund Balance July 1	30	90,563,440	165,046,642	151,961,543
Ending Fund Balance June 30	31	84,071,728	90,563,440	165,046,642

Copyrighted
April 20, 2026

City of Dubuque
City Council

ITEMS SET FOR PUBLIC HEARING # 2.

ITEM TITLE:	Tri-State Modelers - Lease Agreement
SUMMARY:	City Manager recommending City Council adopt the attached resolution setting a public hearing for May 4, 2026, for a Lease Agreement between the City of Dubuque, Iowa and the Tri-State Modelers. RESOLUTION Setting A Public Hearing to Consider the Lease Agreement by and between the City of Dubuque and Tri-State Modelers for Real Property Located in the City of Dubuque, Iowa
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for May 4, 2026

ATTACHMENTS:

1. MVM Memo Setting a Public Hearing for a Lease Agreement by and Between the City of Dubuque, Iowa and the Tri-State Modelers
2. Tri-State Modelers Lease Agreement Memo 2026
3. Public Notice Tri-State Modelers Lease -2026
4. TriStateModelersLease_01202026ALW Signed
5. Approving Lease Set PH Resolution- Tri-State Modelers 2026

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Setting a Public Hearing for a Lease Agreement by and Between the City of Dubuque, Iowa and the Tri-State Modelers

DATE: April 15, 2026

Parks and Recreation Director Matthew Kalcevich is recommending City Council adopt the attached resolution setting a public hearing for May 4, 2026, for a Lease Agreement between the City of Dubuque, Iowa and the Tri-State Modelers.

The Parks and Recreation Commission reviewed the proposed lease agreement and unanimously approved at their March 10, 2026, meeting.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Matthew Kalcevich, Parks and Recreation Director
Steve Fehsal, Park Division Manager

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Matthew K. Kalcevich, Parks and Recreation Director

SUBJECT: Setting a Public Hearing for a Lease Agreement by and Between the City of Dubuque, Iowa and the Tri-State Modelers

DATE: April 14, 2026

INTRODUCTION

The purpose of this memo is to request the City Council to adopt the attached resolution setting a public hearing for May 4, 2026, for a Lease Agreement between the City of Dubuque, Iowa and the Tri-State Modelers.

BACKGROUND

The City's current lease agreement with the Tri-State Modelers is in full effect and expires on April 30, 2026.

DISCUSSION

The Tri-State Modelers Club have leased a portion of FDR Park for many years to operate a remote-controlled model airplane complex.

The current lease agreement executed in 2019 is a (1) one-year lease with five (5) one-year renewal terms and will expire on April 30, 2026. The proposed lease is a (1) one-year lease with five (5) one-year renewal terms and would expire on April 30, 2032, if annually renewed.

The proposed lease agreement was reviewed, updated, and approved by the City's Legal Department. The proposed lease agreement has also been reviewed, approved, and signed by the Tri-State Modelers.

The Parks and Recreation Commission reviewed the proposed lease agreement and unanimously approved at their March 10, 2026, meeting.

ACTION REQUESTED

I respectfully request the City Council adopt the attached resolution setting a public hearing for May 4, 2026 for a Lease Agreement between the City of Dubuque, Iowa and the Tri-State Modelers.

Prepared by Steve Fehsal, Park Division Manager

CITY OF DUBUQUE, IOWA
OFFICIAL NOTICE

PUBLIC NOTICE is hereby given that the City Council of the City of Dubuque, Iowa, will hold a public hearing on the 4th day of May, 2026 at 6:30 p.m. in the Historic Federal Building, 350 West 6th Street, second floor, Dubuque, Iowa, at which meeting the City Council proposes to approve a Lease Agreement between the City of Dubuque, Iowa and the Tri-State Modelers.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official City Council agenda will be posted the Friday before the meeting and will contain public input options. The agenda can be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments on the public hearing may be submitted to the City Clerk's Office by email at ctyclerk@cityofdubuque.org or by mail to City Hall, 50 W. 13th St., Dubuque, IA 52001, before the scheduled hearing. The City Council will review all written comments at the time of the hearing.

Documents related to the public hearing are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals requiring special assistance should contact the City Clerk's Office as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 20th day of April, 2026.

Adrienne N. Breitfelder, CMC, City Clerk

LEASE AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
TRI-STATE MODELERS

THIS LEASE AGREEMENT, dated for reference purposes the _____ day of _____, 2026, is made and entered into by and between the City of Dubuque, Iowa (the "City"), whose address for the purpose of this Lease Agreement is 2200 Bunker Hill Road, Dubuque, Iowa, and Tri-State Modelers (the "Club"), whose address for the purpose of this Lease is 1260 Alta Vista St, Dubuque, Iowa, 52001.

WHEREAS, City is the owner of a public facility known, called and named Franklin D. Roosevelt Park (the "Park"); and

WHEREAS, Club desires to lease a section of the Park shown on Exhibit A (the "Leased Premises") from City to fly remote controlled model airplanes; and

WHEREAS, City agrees to lease the Leased Premises to Club but only upon the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION 1. TERM OF LEASE AGREEMENT. This Lease Agreement is for a term of one (1) year commencing May 1, 2026, and terminating at midnight on April 30, 2027. This Lease Agreement shall automatically renew upon expiration from year-to-year, for a total of five (5) one-year renewal terms, upon the same terms and conditions, unless either party gives due and timely written notice of its desire to terminate this Lease Agreement pursuant to Section 12.2 of this Lease Agreement.

SECTION 2. RENT. The annual rental of $300.00 must be paid to City by Club on or before the 1st day of May, 2026, and on or before May 1 of each renewal term.

SECTION 3. USE OF THE LEASED PREMISES. Club agrees that during the term of this Lease Agreement, the Leased Premises will be used exclusively for the flying of remote controlled Unmanned Aerial Systems provided operators agree to comply with all federal, state, and local laws and regulations governing such operations. Club may not allow the Leased Premises to be used by any other individuals, groups, organizations, or agencies without the prior written permission from City's Parks and Recreation Director.

SECTION 4. GROUNDS AND BUILDING MAINTENANCE.

4.1 Club is responsible for all roadway maintenance from the access gate to the landing strip, to the level determined by Club for Club's use.

4.2 Club must maintain all grounds and improvements, including but not limited to grass cutting, walkway, tree, flowerbed, and general grounds maintenance.

4.3 Club must maintain all buildings and improvements, including but not limited to interior and exterior building repair and painting, and roof repair and maintenance.

4.4 Club may not make any material improvements or modifications to the Leased Premises without the prior written approval of City's Parks and Recreation Director , and such approval will not be unreasonably withheld.

4.5 All improvements made by Club must be built, erected, and maintained in strict conformity with all applicable federal, state, and municipal statutes and ordinances, and rules and regulations of City's Park and Recreation Commission.

SECTION 5. UTILITIES AND REFUSE. Club must keep the Leased Premises free of litter and trash at all times and provide for the removal of trash from the Leased Premises. City will not provide for trash collection.

SECTION 6. MANAGEMENT AND CONTROL. Club has the sole management authority and control of the Leased Premises.

SECTION 7. MONIES AND CONTRIBUTIONS. Club must provide the monies required to operate, maintain, and improve the Leased Premises.

SECTION 8. CONTROL AND ACCESS.

8.1 Except during times when Club holds events open to the public, Club must keep the control gate to the main section of the Park closed at all times. Club must require that each club member who enters the Park must close the gate upon entering. When club members are not present the gate must be locked.

8.2 City will provide Club with a padlock for the control gate and distribute keys to Club.

8.3 Club must direct its members, when using the Leased Premises, to proceed directly to the landing strip and not use the remaining sections of the Park, unless to retrieve a downed aircraft. Club may not hold any special events at the Leased Premises without the prior written approval of City's Parks and Recreation Director.

SECTION 9. INSURANCE. Club must maintain at all times during the term of this Lease Agreement insurance as set forth in the attached Insurance Schedule A.

SECTION 10. INDEMNITY. Club agrees to indemnify and hold harmless City, its officers, and employees, from any and all damages or claims whatsoever, to persons or property, arising out of this Lease Agreement or by reason of Club's use or misuse of the Leased Premises.

SECTION 11. ASSIGNABILITY. Club may not assign or transfer any interest in this Lease Agreement without the prior written approval of City. Such prohibition includes contracts with third parties for custody, management, or operation of the Leased Premises or any part thereof.

SECTION 12. TERMINATION.

12.1 In the event either party fails to keep, perform, or observe in a timely and proper manner any of its covenants or obligations under this Lease Agreement and any such violation is not cured or remedied within thirty (30) days after the date the party receives written notice from the other party of such failure or violation or, if not practicable to cure or remedy such failure or violation within such thirty-day period, within such longer period as is reasonable under the circumstances, and as is specified in such notice, then, in such event, the other party may, at its option, terminate this Lease Agreement by

written notice to the other. Upon termination, City has the right to enter the Leased Premises and assume exclusive use and control thereof.

12.2 This Lease Agreement may also be terminated by either party for any reason with or without cause upon sixty (60) days written notice delivered to the other party.

12.3 Upon termination of this Lease Agreement, for any cause whatsoever, Club, at the option of City, agrees to surrender possession of the Leased Premises in its condition as when first leased or to restore the leased premises to substantially the same condition, ordinary wear and tear excepted.

SECTION 13. INSPECTIONS. City reserves the right to conduct periodic inspections of the Leased Premises for the purpose of determining whether the terms and conditions of this Lease Agreement are being promptly and faithfully performed by Club.

CITY OF DUBUQUE, IOWA

By: _____
Michael C. Van Milligen
City Manager

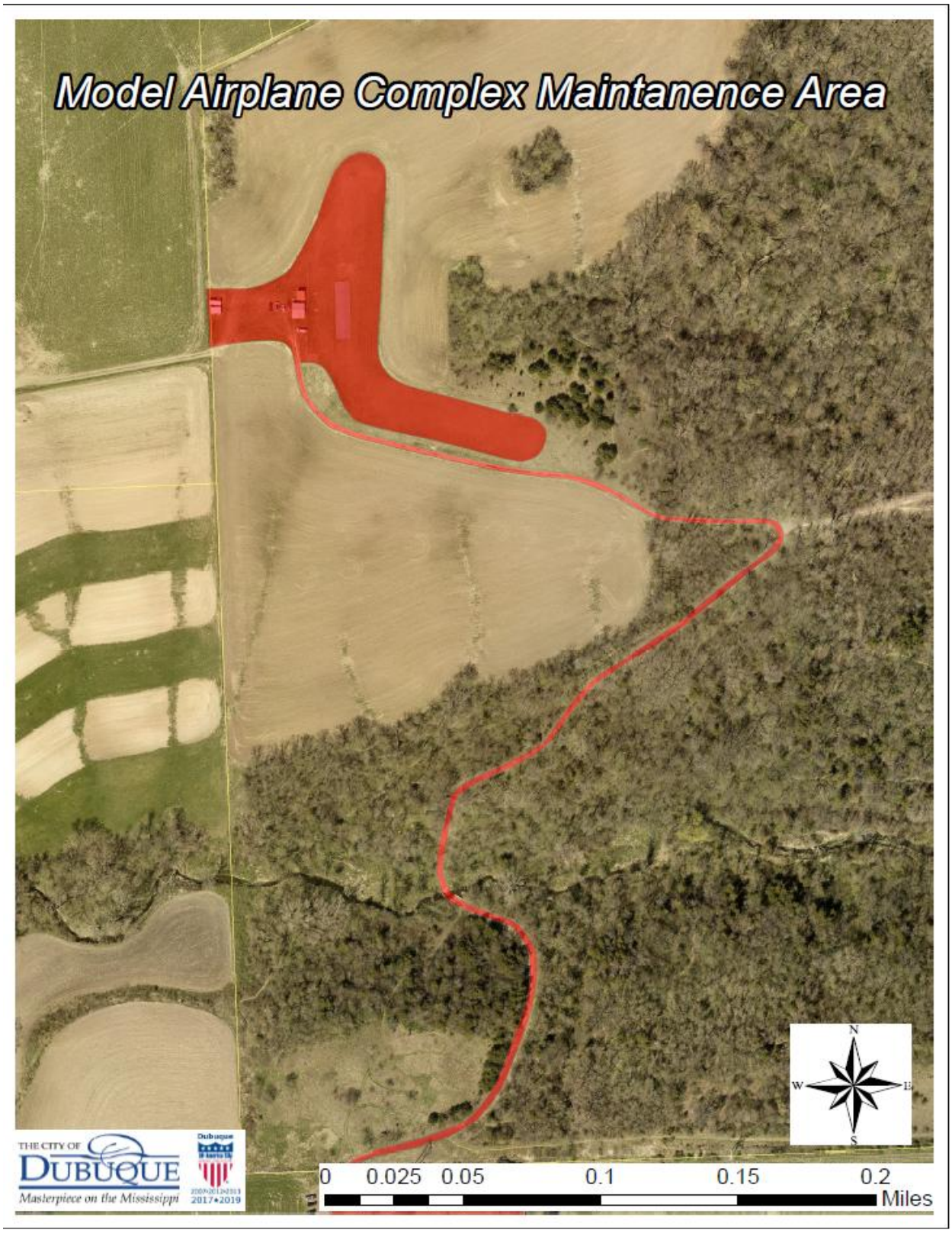
By: _____
Adrienne N. Breitfelder, City Clerk

TRI-STATE MODELERS

By: _____
Adam Eikamp
President

EXHIBIT A

THE LEASED PREMISES



City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way Licensees or Permittees

INSURANCE SCHEDULE A

1. Lessee shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the lease, license, or permit commencement. All lessees of City property and right of way licensees or permittees shall submit an updated certificate annually. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Lease Agreement dated _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. The lessee, licensee, or permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.

5. Failure to obtain or maintain the required insurance shall be considered a material breach of the lease, license, or permit.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Chief Financial Officer. The lessee, licensee, or permittee must identify and list in writing all deviations and exclusions from the ISO form.

8. If lessees, licensees, or permittee limits of liability are higher than the required minimum limits then the lessee's, licensee's, or permittee's limits shall be this agreement's required limits.

9. Lessee, licensee, or permittee shall require all subcontractors and subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Lessee, licensee, or permittee agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the lessee, licensee, or permittee.

10. Lessee, license & permittees shall be responsible for deductibles and self-insured retention and for payment of all policy premiums and other costs associated with the insurance policies required below.

11. All certificates of insurance must include the agent's name, phone number and email address.

12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in risk or other special circumstances during the term of the agreement, subject to the written mutual agreement attached hereto.

INSURANCE SCHEDULE A (Continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	$2,000,000
Products-Completed Operations Aggregate Limit	$1,000,000
Personal and Advertising Injury Limit	$1,000,000
Each Occurrence	$1,000,000
Fire Damage Limit (any one occurrence)	$50,000
Medical Payments	$5,000

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with the ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 00 02, shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
6) Policy shall include Waiver of Right to Recover from Others Endorsement.
7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	$100,000
	Each Employee-Disease	$100,000
	Policy Limit-Disease	$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the lessee, licensee, or permittee is not required to purchase Workers' Compensation Insurance, the lessee, licensee, or permittee shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability

Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Coverage required: ___ Yes ___X___ No

Combined Single Limit $1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If permittees do not own any vehicles, coverage is required on non-owned and hired vehicles.

1) Policy shall include Waiver of Right to Recover from Others endorsement.

D) POLLUTION LIABILITY

Coverage required: ___ Yes ___X___ No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for the abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution products and completed operations coverage shall also be covered.

Each occurrence	$2,000,000
Policy Aggregate	$4,000,000

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2010. (Ongoing operations) or its equivalent and CG2037(completed operations) or its equivalent.
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include waiver of right to recovery from others endorsement.

E) PROPERTY INSURANCE REQUIRED BY LEASE, LICENSE, OR PERMIT

___ Yes ___X___ No

Amount $_____

Include the City of Dubuque as Lender Loss Payable.

F) RIGHT-OF-WAY WORK ONLY:

UMBRELLA/EXCESS $1,000,000

___ Yes ___X___ No

The General Liability, Automobile Liability and Employer's Liability insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of

the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation AND Primary and Non-contributory in favor of the City.

G) FLOOD INSURANCE

___ Yes X___ No

If Required Coverage $_____

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

Prepared by Matthew Kalcevich, Parks and Recreation Director, 2200 Bunker Hill Road, Dubuque, IA 52001, (563) 589-4263
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. -26

SETTING A PUBLIC HEARING TO CONSIDER THE LEASE AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND TRI-STATE MODELERS. FOR REAL PROPERTY LOCATED IN THE CITY OF DUBUUE, IOWA

WHEREAS, the City of Dubuque, Iowa (City) has tentatively entered into a Lease Agreement with Tri-State Modelers subject to City Council approval, under which Tri-State Modelers will lease the following-described real property on 14000 N Cascade Road in Dubuque County, Iowa (the Property):

Franklin Delano Roosevelt Park: Lot 1 of the west half of the northeast one-quarter of Section 4, Township 88 North, Range 2 East of fifth principal meridian in Dubuque County, Iowa and Mineral Lots 272 and 273, Lot 1 of Mineral Lot 271, Lot 1 of Mineral Lot 274, and Lot 1 of Mineral Lot 276 in Dubuque Township, Dubuque County, Iowa; and

WHEREAS, Tri-State Modelers desires to lease the property for a term of one-year with five (5) renewable one-year terms during the lease period and continue to operate the children's zoo; and

WHEREAS, it is deemed to be in the best interest of both parties and to the public in general that the Tri-State Modelers lease and operate a remote-controlled model airplane complex; and

WHEREAS, the City Council finds that it is in the best interest of the City of Dubuque to approve the 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 Lease Agreement, to be held on the 4th day of May, 2026 at 6:30 p.m., to be held at 350 West 6th Street, for the purpose of receiving public input and comment regarding the proposed Lease Agreement between the City of Dubuque and Tri-State Modelers.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing the Lease Agreement by and between the City of Dubuque, Iowa and Tri-State Modelers.

Section 3. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting.

Passed, approved and adopted this 20th day of April, 2026.

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breitfelder, City Clerk

Copyrighted
April 20, 2026

City of Dubuque
City Council

ITEMS SET FOR PUBLIC HEARING # 3.

ITEM TITLE:	Loras Boulevard and Locust Street Storm Sewer Reconstruction Project
SUMMARY:	City Manager recommending City Council authorize the public bidding process and set a public hearing for May 4, 2026, and to preliminarily approve the plans, specifications, form of contract and estimated cost of $463,790.14 for the Loras Blvd. & Locust St. Storm Sewer Reconstruction Project through the adoption of the attached resolution. RESOLUTION Loras Blvd. & Locust St. Storm Sewer Reconstruction Project - Preliminary Approval of Plans, Specifications, Form of Contract, And Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost; and Ordering the Advertisement for Bids
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for May 4, 2026

ATTACHMENTS:

1. MVM Memo Loras Blvd. & Locust St. Storm Sewer Reconstruction Project Initiate Public Bidding and SPH Date
2. Staff Memo 2026-04-14_Loras&LocustStm-InitiateMemo
3. Loras&LocustStm - Council Initiate Set PH RESOLUTION
4. Loras&LocustStm - Notice of Hearing

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Loras Blvd. & Locust St. Storm Sewer Reconstruction Project
Initiate Public Bidding Process and Setting Date for a Public Hearing
Project No. 5586500042

DATE: April 15, 2026

City Engineer Gus Psihoyos is recommending City Council authorize the public bidding process and set a public hearing for May 4, 2026, and to preliminarily approve the plans, specifications, form of contract and estimated cost of $463,790.14 for the Loras Blvd. & Locust St. Storm Sewer Reconstruction Project through the adoption of the attached resolution.

This project involves replacing approximately 375 feet of failing storm sewer beneath Loras Blvd. and reconstructing the full width of pavement from the intersection of Loras Blvd. and Locust St. eastward to Main St. The need for this work became more urgent following a roadway undermine in November 2021, when a storm sewer failure temporarily closed Loras Blvd. Subsequent evaluations showed that the storm system in this area is generally in poor condition and has exceeded its expected service life, contributing to ongoing settlement and undermine concerns. The project will also reconstruct all pedestrian ramps within the limits to meet current ADA standards.

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
Alex Stein, Civil Engineer
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Max O'Brien, Assistant Public Works Director – Project Manager

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TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: April 14, 2026

SUBJECT: Loras Blvd. & Locust St. Storm Sewer Reconstruction Project
Initiate Public Bidding Process and Setting Date for a Public Hearing
Project No. 5586500042

INTRODUCTION

This memorandum requests the City Council authorize initiating the bidding process and set a public hearing on May 4, 2026, for the Loras Blvd. and Locust St. Storm Sewer Reconstruction Project.

DISCUSSION

This project involves replacing approximately 375 feet of failing storm sewer beneath Loras Blvd. and reconstructing the full width of pavement from the intersection of Loras Blvd. and Locust St. eastward to Main St. The need for this work became more urgent following a roadway undermine in November 2021, when a storm sewer failure temporarily closed Loras Blvd. Subsequent evaluations showed that the storm system in this area is generally in poor condition and has exceeded its expected service life, contributing to ongoing settlement and undermine concerns. The project will also reconstruct all pedestrian ramps within the limits to meet current ADA standards.

PROJECT SCHEDULE

The proposed schedule for the project is as follows:

Initiate Public Bidding Process	April 20, 2026
Publish Notice to Bidders, Advertise for Bids	April 22, 2026
Notice of Public Hearing on Plans & Specs	April 24, 2026
Pre Bid Meeting	April 30, 2026
Public Hearing on Plans & Specifications	May 4, 2026
Receipt of Bid Proposals (Bid-Letting)	May 7, 2026
Award Construction Contract	May 18, 2026
Substantial Completion	July 1, 2026
Final Project Completion Date	July 17, 2026

RECOMMENDATION

I recommend preliminary approval of the proposed plans, specifications, form of contract and construction estimate for the Loras Blvd. & Locust St. Storm Sewer Reconstruction

Project. I further recommend establishing the date of the public hearing and authorizing the Engineering Department to advertise for bids for the project.

BUDGET IMPACT

The estimate of probable cost for the Loras Blvd. & Locust St. Storm Sewer Reconstruction Project is summarized as follows:

Description	Estimate
Construction	$ 463,790.14
Contingency (10%)	$ 46,379.01
Engineering (5%)	$ 25,508.46
Total Project Cost	**$ 535,677.61**

The construction of the Loras Blvd. & Locust St. Storm Sewer Reconstruction Project will be covered by the funding sources as described below:

Project No.	Fund Description	Fund Amount
5586500042	Loras & Locust Intersection Recon.	*$84,000.00
5586500020	Storm Sewer Improv. / Exten.	*$80,781.00
5521000018-110	Pavement Rehabilitation	*$300,000.00
5521000018-301-67990	Pavement Rehabilitation	*$602,804.00
Total Available Funding		***$1,067,585.00**

**The current funding amount reflects figures from the Finance Department's February 2026 project report provided to the Engineering Department.*

ACTION TO BE TAKEN

I respectfully request the City Council authorize the public bidding process and set a public hearing for May 4, 2026, and to preliminarily approve the plans, specifications, form of contract and estimated cost for the Loras Blvd. & Locust St. Storm Sewer Reconstruction Project through the adoption of the attached resolution.

Prepared by Alex Stein, Civil Engineer
cc: Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Max O'Brien, Assistant Public Works Director – Project Manager

Prepared by Alex Stein, Civil Engineer I, 50 W. 13th Street, Dubuque, IA 52001, (563) 589-4270
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO.

LORAS BLVD. & LOCUST ST. STORM SEWER RECONSTRUCTION PROJECT

PRELIMINARY APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; SETTING DATE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; AND ORDERING THE ADVERTISEMENT FOR BIDS

Whereas, the Loras Blvd. & Locust St. Storm Sewer Reconstruction Project involves replacing approximately 375 feet of failing storm sewer beneath Loras Blvd. and reconstructing the full width of pavement from the intersection of Loras Blvd. and Locust St. eastward to Main St. The need for this work became more urgent following a roadway undermine in November 2021, when a storm sewer failure temporarily closed Loras Blvd. Subsequent evaluations showed that the storm system in this area is generally in poor condition and has exceeded its expected service life, contributing to ongoing settlement and undermine concerns. The project will also reconstruct all pedestrian ramps within the limits to meet current ADA standards.

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

The proposed plans, specifications, form of contract and estimated cost for the Loras Blvd. & Locust St. Storm Sewer Reconstruction Project in the estimated construction amount $463,790.14, are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

A public hearing will be held on the 4th day of May, 2026, at 6:30 p.m. in the Historic Federal Building Council Chambers 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the attached notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

The Loras Blvd. & Locust St. Reconstruction Project is hereby ordered to be advertised for bids for construction.

The amount of the security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders hereby approved.

The City Engineer is hereby directed to advertise for bids for the construction of the improvements herein provided, by publishing the Notice to Bidders to be published on the City of Dubuque website and a contractor plan room service with statewide circulation, which notice shall be published not less than thirteen but not more than forty-five days before the date for filing bids before 2:00 p.m. on the 7th day of May 2026. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 18th day of May 2026, in the Historic Federal Building Council Chambers 350 West 6th Street, Dubuque, Iowa.

Passed, adopted and approved this _____ day of _____, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish L. Gleason, Assistant 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 4th day of May, 2026 at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to hold a public hearing on the proposed plans, specifications, form of contract and estimated cost for the Loras Blvd. & Locust St. Storm Sewer Reconstruction Project.

The scope of the Project is as follows: This project involves replacing approximately 375 feet of failing storm sewer beneath Loras Blvd. and reconstructing the full width of pavement from the intersection of Loras Blvd. and Locust St. eastward to Main St. The need for this work became more urgent following a roadway undermine in November 2021, when a storm sewer failure temporarily closed Loras Blvd. Subsequent evaluations showed that the storm system in this area is generally in poor condition and has exceeded its expected service life, contributing to ongoing settlement and undermine concerns. The project will also reconstruct all pedestrian ramps within the limits to meet current ADA standards.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official City Council agenda will be posted the Friday before the meeting and will contain public input options. The agenda can be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments on the public hearing may be submitted to the City Clerk's Office by email at ctyclerk@cityofdubuque.org or by mail to City Hall, 50 W. 13th St., Dubuque, IA 52001, before the scheduled hearing. The City Council will review all written comments at the time of the hearing.

Documents related to the public hearing are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals requiring special assistance should contact the City Clerk's Office as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 20th day of April 2026.

Trish L. Gleason, Assistant City Clerk

Copyrighted
April 20, 2026

City of Dubuque
City Council

ITEMS SET FOR PUBLIC HEARING # 4.

ITEM TITLE:	2026 Terminal Street Pumping Station Rehabilitation Project
SUMMARY:	City Manager recommending City Council adoption of the attached resolution authorizing the public bidding process and the advertisement for bids; setting a public hearing for May 4, 2026; and preliminarily approving the proposed plans, specifications, form of contract, and construction estimate of probable construction cost is $1,061,000.00 for the 2026 Terminal Street Pumping Station Rehabilitation project. RESOLUTION To Provide for a Notice of Hearing on Proposed Plans, Specifications, Form of Contract and Estimate of Cost for the 2026 Terminal Street Pumping Station Rehabilitation Project, and the Taking of Bids Therefor
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for May 4, 2026

ATTACHMENTS:

1. MVM Memo Initiate Public Bidding Process and Setting Date for Public Hearing for the 2026 Terminal Street Pumping Station Rehabilitation Project
2. Staff Memo, Initiate Bidding, Terminal Street LS Project, 4-9-26
3. Notice of Hearing, 2026 Terminal Street Pumping Station Rehab Project
4. Notice to Bidders, Terminal Str Pump Station Rehab
5. Resolution, Notice of Hearing, for the 2026 Terminal Street Pumping Station Rehab

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Initiate Public Bidding Process and Setting Date for Public Hearing for the 2026 Terminal Street Pumping Station Rehabilitation Project
Project No: 5581500023

DATE: April 16, 2026

Water & Resource Recover Center Director Deron Muehring is recommending City Council adoption of the attached resolution authorizing the public bidding process and the advertisement for bids; setting a public hearing for May 4, 2026; and preliminarily approving the proposed plans, specifications, form of contract, and construction estimate of probable construction cost is $1,061,000.00 for the 2026 Terminal Street Pumping Station Rehabilitation project.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Deron Muehring, Water & Resource Recovery Center Director
Jenny Larson, Chief Financial Officer
Gus Psihoyos, City Engineer
William O'Brien, WRRC Plant Manager

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TO: Michael C. Van Milligen, City Manager

FROM: Deron Muehring, Water & resource Recovery Center Director

SUBJECT: Initiate Public Bidding Process and Setting Date for Public Hearing for the 2026 Terminal Street Pumping Station Rehabilitation Project
Project No: 5581500023

DATE: April 9, 2026

INTRODUCTION

The purpose of this memorandum is to request authorization to initiate the public bidding process and set a public hearing for Monday, May 4, 2026, for the 2026 Terminal Street Pumping Station Rehabilitation project (Project).

BACKGROUND

The Terminal Street Lift Station is a critical component of the City's wastewater collection system. It is part of the system that conveys approximately 65% of the total wastewater flow to the Water & Resource Recovery Center (WRRC). Originally constructed in 1958, the facility is well beyond its intended service life and presents ongoing concerns related to reliability, safety, and operability.

In October of 2015, the City sought proposals from consulting engineering firms to perform engineering analysis and assessment of the Cedar Stret and Terminal Street Lift Stations, as well as the 42-inch diameter force main that they jointly discharge to that carries wastewater to the WRRC. In January of 2016, the City Council authorized entering contract negotiations with Strand as the selected consultant to perform the engineering analysis. And in March of 2016, the City Council authorized entering a contract with Strand Associates that included the analysis of the Terminal Street Lift Station.

As part of their analysis, Strand evaluated the condition of the Terminal Street Lift Station and developed design documents for major upgrades to the facility. Plans were being developed to do extensive rehab the facility, including new pumps and improvements to the wet well. These improvements were anticipated to cost between $5 and $6 million. While working on those plans, the Iowa Department of Transportation (IDOT) informed the City of its plans to construct a new Mississippi River bridge. The Terminal Street Lift Station is located immediately adjacent to the existing bridge, and it is possible that the footprint of a new structure could impact or require relocation of the facility. Given this uncertainty, the City scaled back the scope of improvements to focus only on those necessary to safely and effectively operate the lift station for at least the next eight years, rather than proceeding with a full-scale upgrade.

The continued need for rehabilitating the lift station was underscored in August 2025 when the lift station experienced a critical failure, resulting in approximately $250,000 in unplanned repair costs and the discharge of untreated wastewater to the Mississippi River. City staff responded immediately and worked through the night to mitigate and minimize the release, restoring operations as quickly as possible. This event highlighted the vulnerability of the existing facility and the importance of making targeted improvements to ensure continued reliable operation until a decision is made regarding the location of the new U.S. HWY Bridge proposed by the IDOT.

DISCUSSION

Based on the completed evaluation and subsequent coordination with Strand Associates, a refined scope of improvements has been developed for the Terminal Street Lift Station. This scope is intentionally focused on addressing the most critical operational, safety, and reliability deficiencies while maintaining flexibility given the uncertainty associated with the future Iowa Department of Transportation bridge project.

The proposed work includes cleaning of the wet well, which will both facilitate installation of new gates and allow for a more thorough inspection and assessment of existing conditions. This effort is expected to inform any potential future phases of improvements, if warranted. Additional improvements include installation of new gates within the wet well, a new hoist (overhead crane) system to enable safe removal and replacement of pumps for maintenance, upgraded access doors to improve safety for staff, and roof repairs to prevent water infiltration that disrupts operations.

These improvements are intentionally limited to those necessary to support safe, reliable, and cost-effective maintenance and operation of the lift station over the next eight years. The focus is on reducing the likelihood of unplanned failures, improving working conditions for staff, and maintaining system performance without overinvesting in infrastructure that may ultimately be impacted by future bridge construction.

The August 2025 failure further demonstrated the risks associated with continued operation of the existing facility without these improvements. The combination of emergency response costs, operational disruption, and environmental risk underscores the importance of proactively addressing known deficiencies rather than relying on reactive repairs.

Advancing the project to the bidding phase at this time allows the City to implement these targeted improvements in a planned and cost-effective manner. Delaying the project would increase the likelihood of additional failures, potentially resulting in higher emergency repair costs, increased risk of regulatory noncompliance, and continued exposure of staff to unsafe working conditions.

The schedule for the Project is as follows:

Initiate Public Bidding Process	April 20, 2026
Publish Notice to Bidders, Advertise for Bids	April 21, 2026
Publish Public Hearing Notice on Plans & Specs	April 24, 2026

Public Hearing on Plans & Specifications	May 4, 2026
Receipt of Bids (Bid Letting)	May 21, 2026
Award Construction Contract	June 1, 2026
Final Completion	April 30, 2027

The estimate of probable construction cost for the Project is $1,061,000.00. The estimate of all Project costs, including engineering and construction costs, is as follows:

Description	Cost Estimate
Engineering Design	$105,000
Construction Contract	$790,000
Contingency (10%)	$79,000
Administration and Construction Engineering	$87,000
Total Construction Cost Estimate	**$1,061,000**

RECOMMENDATION

I recommend preliminary approval of the proposed plans, specifications, form of contract, and construction estimate for the 2026 Terminal Street Pumping Station Rehabilitation project. I further recommend establishing the date of a public hearing and authorization to advertise for bids for the Project.

BUDGET IMPACT

The funding plan for the Project is as follows:

Project	Fiscal Year	Fund Description	Fund Amount
5581500023	2026	SRF Loan	$1,100,000
	Total Project Funding		**$1,100,000**

ACTION TO BE TAKEN

I respectfully request adoption of the attached resolution authorizing the public bidding process and the advertisement for bids; setting a public hearing for May 4, 2026; and preliminarily approving the proposed plans, specifications, form of contract, and construction estimate for the 2026 Terminal Street Pumping Station Rehabilitation project.

Attach.
cc: Crenna Brumwell, City Attorney
Jenny Larson, Chief Financial Officer
Gus Psihoyos, City Engineer
William O'Brien, WRRC Plant Manager

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2026 TERMINAL STREET PUMPING STATION REHABILITATION PROJECT

Notice Is Hereby Given: That on May 4, 2026, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa, the City Council of the City of Dubuque, Iowa will hold a public hearing on the proposed plans and specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed 2026 Terminal Street Pumping Station Rehabilitation Project (the "Project").

The Project, which shall be constructed at 25 S. Terminal Street, generally consists of the removal and replacement of the existing site roof, three sluice gates, installation of electrical conduit associated with installation of three motorized gate actuators, installation of a pump retrieval system, replacement of an existing exterior door, and replacement of the existing roof.

A copy of the proposed Contract Documents, including detailed information regarding the Project location, is on file for public inspection in the office of the City Clerk.

At the hearing any interested person may file written objections or present oral comments with respect to the subject matter of the hearing.

Trish Gleason
Assistant City Clerk

4908-0590-7358\1

NOTICE TO BIDDERS
CITY OF DUBUQUE PUBLIC IMPROVEMENT PROJECT

2026 TERMINAL STREET PUMPING STATION REHABILITATION

IDNR SRF FILE: CS1921150 01
IDNR PROJECT: W2024-0302A

Time and Place for Filing Sealed Proposals. Sealed Bids for the work comprising each improvement as stated below must be filed before 2 P.M. on Thursday, May 21, 2026, in the Office of the City Clerk, City Hall–First Floor, 50 West 13th Street, Dubuque, IA 52001.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed Proposals will be opened and Bids tabulated at 2 P.M. on Thursday, May 21, 2026, at City Hall–Conference Room A, 50 West 13th Street, Dubuque, IA, 52001, for consideration by the City Council (Council) on Monday, June 1, 2026, at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, IA 52001, or at such later date as may be set at said meeting. The City of Dubuque, Iowa, reserves the right to reject any and all Bids.

Time for Commencement and Completion of Work. Work shall be commenced after Notice to Proceed has been issued. Work on the Project shall be substantially completed by March 26, 2027, with final completion by April 30, 2027, in accordance with the requirements listed in the Agreement.

Bid Security. Each Bidder shall accompany its Bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon. The Bidder's security shall be in the amount of 10 percent (10%) of the amount of the Contract, as fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on a FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate surety satisfactory to the City of Dubuque. The Bid shall contain no condition except as provided in the Specifications.

Contract Documents. Bids are to be addressed to the City of Dubuque, Iowa, 50 West 13th Street, Dubuque, IA 52001, and shall be marked "Sealed Bid–**2026 Terminal Street Pumping Station Rehabilitation, IDNR SRF File: CS1921150 01; IDNR Project: W2024-0302A.**

A copy of the Contract Documents may be viewed at the City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA 52001. Complete digital Contract Documents will also be available, for download on the City's website at www.cityofdubuque.org/bids.aspx. No plan deposit is required.

Bidder will execute and file the Agreement and 100% Performance, Payment, and Maintenance Bond within 15 days after the Notice of Award.

The City of Dubuque reserves the right to reject any or all Bids, to waive any technicality, and to accept any Bid which it deems advantageous. All Bids shall remain subject to acceptance for 60 days after the time set for receiving Bids.

Contract award shall be made based on the lowest responsive and responsible Bidder.

Any Contract or Contracts to be awarded are expected to be funded entirely or in part by a loan from Iowa Clean Water State Revolving Fund. This procurement will be subject to regulations contained in appropriate State Statutes and 40 CFR Parts 31, 33, and 35 of the Federal Statutes. Award of **IDNR SRF File: CS1921150 01; IDNR Project: W2024-0302A** may be dependent on loan securement.

A Federal Davis-Bacon Wage rate determination will prevail for this Project. General Decision Numbers IA20260003 shall apply.

Women and Minority–owned businesses are encouraged to submit Bids for this Project.

Bidders must demonstrate positive efforts to utilize women's and minority owned businesses. This procurement will be subject to regulations contained in 40 CFR 35.3145(d), and P.L. 102-389 and 100-590. In addition, Bidder shall comply with Executive Orders 11625, 12138, and 12432.

General Nature of Public Improvement

2026 Terminal Street Pumping Station Rehabilitation, IDNR SRF File: CS1921150 01; IDNR Project: W2024-0302A

Project consists of the removal and replacement of the existing site roof, three sluice gates, installation of electrical conduit associated with installation of three motorized gate actuators, installation of a pump retrieval system, replacement of an existing exterior door, and replacement of the existing roof.

Preference for Iowa Products and Labor. By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa. In accordance with Iowa statutes, a resident Bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to Bidders from that state or foreign country, including but not limited to, any preference to Bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to Bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident Bidder is a resident. In the instance of a resident labor force preference, a nonresident Bidder shall apply the same resident labor force preference to a public improvement in this state as would be

required in the construction of a public improvement by the state or foreign country in which the nonresident Bidder is a resident.

Sales Tax. The Bidder should not include sales tax in its Bid. A sales tax exemption certificate will be available for all material purchased for incorporation in the Project.

Contact Information. The Bidders shall contact either Randy J. Langer, P.E. (randy.langer@strand.com or 608-251-4843) at Strand Associates, Inc.® or Deron Muehring (dmuehrin@cityofdubuque.org or 563-589-4176) at the City of Dubuque, or both parties with their questions associated with this project.

Title VI–Non-Discrimination Clause. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

On the following date, April 21, 2026 this Notice was posted at the following locations:

1. Posted on the City of Dubuque Website: www.cityofdubuque.org/bids
2. Posted to Construction Update Network: www.mbionline.com

DORSEY
DORSEY+WHITNEY LLP

April 14, 2026

VIA EMAIL
Jenny Larson
Chief Financial Officer
Dubuque, Iowa

Re: 2026 Terminal Street Pumping Station Rehabilitation Project
Our File No. 430411-28

Dear Jenny:

We have prepared and attach the necessary proceedings to enable the City Council to act at the April 20, 2026, meeting to set a date, time and place for the hearing and letting for the 2026 Terminal Street Pumping Station Rehabilitation Project.

The materials attached include the following items:

1. Resolution setting the dates for the hearing and letting; approving the form of notice of hearing (the "Notice of Hearing") on proposed plans, specifications, proposed form of contract and estimated cost (the "Contract Documents") set forth in Exhibit A; and approving the form of notice to bidders (the "Notice to Bidders") set forth in Exhibit B.

2. Attestation Certificate attesting to the validity of the transcript.

3. Publication Certificate covering publication of the Notice of Hearing, to which the publisher's affidavit of publication, together with a clipping of the notice as published, should be attached.

The Notice of Hearing must be published at least once, not less than four (4) and not more than twenty (20) days prior to the date of the said hearing in a legal newspaper of general circulation in the City. The last date on which this notice can be effectively published is April 30, 2026. As soon as the notice appears in the newspaper, please email a copy to lemke.susan@dorsey.com.

4. Posting Certificates covering the posting of the Notice to Bidders in the three places designated by Section 26.3 of the Code of Iowa, to which an affidavit of posting, together with a proof of the Notice to Bidders as posted, should be attached.

The Notice to Bidders must be posted in each of the following three places:

(i) in a relevant contractor plan room service with a statewide circulation;

(ii) in a relevant construction lead generating service with a statewide circulation; and

(iii) on an internet site sponsored by either the City or a statewide association that represents the City (i.e. the Iowa League of Cities).

The Notice to Bidders must be posted not less than thirteen (13) and not more than forty-five (45) days prior to the date designated for receiving bids. The last date on which this notice can be effectively posted is May 8, 2026. The Notice to Bidders should be provided to the Construction Update Network by no later than May 7, 2026.

It is our understanding that, in order to meet the requirement of items (i) and (ii) in the paragraph above, the Project Engineers and/or the Engineering Technician will arrange for the Notice to Bidders to be posted on the Construction Update Network hosted by the Master Builders of Iowa. Further, it is our understanding that to comply with item (iii) in the paragraph above, the Project Engineers and/or the Engineering Technician will arrange for the Notice to Bidders to be posted on the City's website.

Please return one fully executed copy of these proceedings to our office.

If you have any questions, please contact Emily Hammond or me.

Best regards,

David D. Grossklaus

John P. Danos

Attachments

cc: Deron Muehring
Crenna Brumwell
Adrienne Breitfelder
Strand Associates, Inc.

PROCEEDINGS TO SET DATE FOR HEARING AND LETTING

430411-28 (NHL)

Dubuque, Iowa

April 20, 2026

The City Council of the City of Dubuque, Iowa, met on April 20, 2026, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa.

The Mayor presided and the roll being called, the following named Council Members were present and absent:

Present: _____

Absent: _____.

• • Other Business• •

MOTION TO APPROVE RESOLUTION

The City Council took up and considered the proposed 2026 Terminal Street Pumping Station Rehabilitation Project. Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____. After due consideration thereof by the Council, the Mayor put the question upon the adoption of the said resolution and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the motion duly carried and the resolution adopted, as follows:

RESOLUTION NO. _____

Resolution to provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the 2026 Terminal Street Pumping Station Rehabilitation Project, and the taking of bids therefor

WHEREAS, it has been proposed that the City Council of the City of Dubuque, Iowa (the "City"), undertake the authorization of a public improvement to be constructed as described in the proposed plans and specifications and form of contract prepared by Strand Associates, Inc. (the "Project Engineers"), in consultation with the City's engineering technician (the "Engineering Technician"), which may be hereafter referred to as the "2026 Terminal Street Pumping Station Rehabilitation Project" (and is sometimes hereinafter referred to as the "Project"), which proposed plans, specifications, notice of hearing and letting, and form of contract and estimate of cost (the "Contract Documents") are on file with the City Clerk; and

WHEREAS, it is necessary to fix a time and place of a public hearing on the Contract Documents and to advertise for sealed bids for the Project;

NOW, THEREFORE, Be It Resolved by the City Council (the "Council") of the City of Dubuque, Iowa, as follows:

Section 1. The Contract Documents referred to in the preamble hereof are hereby approved in their preliminary form.

Section 2. The Project is hereby determined to be necessary and desirable for the City, and, furthermore, it is hereby found to be in the best interests of the City to proceed toward the construction of the Project.

Section 3. May 4, 2026, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa, is hereby fixed as the time and place of hearing on the Contract Documents.

Section 4. The City Clerk is hereby authorized and directed to publish notice (the "Notice of Hearing") of the hearing on the Contract Documents for the Project in a newspaper of general circulation in the City, which publication shall be made at least once, not less than four (4) and not more than twenty (20) days prior to the date of the said hearing. The Notice of Hearing shall be in substantially the form as attached hereto as Exhibit A, with such conforming changes as approved by the appropriate City staff.

Section 5. The City Council hereby delegates to the City Clerk the duty of receiving bids for the construction of the Project before 2:00 p.m., on May 21, 2026, in the office of the City Clerk, City Hall-First Floor, 50 West 13th St, Dubuque, Iowa. At such time and at the City Hall-Conference Room A, 50 West 13th St, Dubuque, Iowa, the City Council hereby delegates to the City Clerk, the Engineering Technician and/or the Project Engineers the duty of opening and announcing the results of the bids received. June 1, 2026, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, in the City, is hereby fixed as the time and place that the Council will consider the bids received in connection therewith.

Section 6. The amount of the bid security to accompany each bid is hereby fixed at 10% of the total amount of the bid.

Section 7. The City Clerk, the Engineering Technician and/or the Project Engineers are hereby directed to give notice of the bid letting for the Project by posting notice (the "Notice to Bidders") at least once, not less than thirteen (13) and not more than forty-five (45) days prior to the date set for receipt of bids, in each of the following three places: (i) in a relevant contractor plan room service with statewide circulation; (ii) in a relevant construction lead generating service with statewide circulation; and (iii) on an internet site sponsored by either the City or a statewide association that represents the City. The Notice to Bidders shall be in substantially the form as attached hereto as Exhibit A, with such conforming changes as approved by the appropriate City staff.

Section 8. All provisions set out in the attached forms of notice are hereby recognized and prescribed by the City Council and all resolutions or orders or parts thereof, to the extent the same may be in conflict herewith, are hereby repealed.

Passed and approved April 20, 2026.

_____
Mayor

Attest:

_____
City Clerk

• • Other Business• •

On motion and vote, the meeting adjourned.

_____
Mayor

Attest:

_____
City Clerk

EXHIBIT A

Form of Notice of Hearing

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2026 TERMINAL STREET PUMPING STATION REHABILITATION PROJECT

Notice Is Hereby Given: That on May 4, 2026, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa, the City Council of the City of Dubuque, Iowa will hold a public hearing on the proposed plans and specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed 2026 Terminal Street Pumping Station Rehabilitation Project (the "Project").

The Project, which shall be constructed at 25 S. Terminal Street, generally consists of the removal and replacement of the existing site roof, three sluice gates, installation of electrical conduit associated with installation of three motorized gate actuators, installation of a pump retrieval system, replacement of an existing exterior door, and replacement of the existing roof.

A copy of the proposed Contract Documents, including detailed information regarding the Project location, is on file for public inspection in the office of the City Clerk.

At the hearing any interested person may file written objections or present oral comments with respect to the subject matter of the hearing.

Adrienne Breitfelder
City Clerk

EXHIBIT B

Form of Notice to Bidders

NOTICE TO BIDDERS
CITY OF DUBUQUE PUBLIC IMPROVEMENT PROJECT

2026 TERMINAL STREET PUMPING STATION REHABILITATION

IDNR SRF FILE: CS1921150 01
IDNR PROJECT: W2024-0302A

Time and Place for Filing Sealed Proposals. Sealed Bids for the work comprising each improvement as stated below must be filed before 2 P.M. on Thursday, May 21, 2026, in the Office of the City Clerk, City Hall–First Floor, 50 West 13th Street, Dubuque, IA 52001.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed Proposals will be opened and Bids tabulated at 2 P.M. on Thursday, May 21, 2026, at City Hall–Conference Room A, 50 West 13th Street, Dubuque, IA, 52001, for consideration by the City Council (Council) on Monday, June 1, 2026, at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, IA 52001, or at such later date as may be set at said meeting. The City of Dubuque, Iowa, reserves the right to reject any and all Bids.

Time for Commencement and Completion of Work. Work shall be commenced after Notice to Proceed has been issued. Work on the Project shall be substantially completed by March 26, 2027, with final completion by April 30, 2027, in accordance with the requirements listed in the Agreement.

Bid Security. Each Bidder shall accompany its Bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon. The Bidder's security shall be in the amount of 10 percent (10%) of the amount of the Contract, as fixed in the Instructions to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on a FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a Bid Bond on the form provided in the Contract Documents with corporate surety satisfactory to the City of Dubuque. The Bid shall contain no condition except as provided in the Specifications.

Contract Documents. Bids are to be addressed to the City of Dubuque, Iowa, 50 West 13th Street, Dubuque, IA 52001, and shall be marked "Sealed Bid–**2026 Terminal Street Pumping Station Rehabilitation, IDNR SRF File: CS1921150 01; IDNR Project: W2024-0302A.**

A copy of the Contract Documents may be viewed at the City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA 52001. Complete digital Contract Documents will also be available, for download on the City's website at www.cityofdubuque.org/bids.aspx. No plan deposit is required.

Bidder will execute and file the Agreement and 100% Performance, Payment, and Maintenance Bond within 15 days after the Notice of Award.

The City of Dubuque reserves the right to reject any or all Bids, to waive any technicality, and to accept any Bid which it deems advantageous. All Bids shall remain subject to acceptance for 60 days after the time set for receiving Bids.

Contract award shall be made based on the lowest responsive and responsible Bidder.

Any Contract or Contracts to be awarded are expected to be funded entirely or in part by a loan from Iowa Clean Water State Revolving Fund. This procurement will be subject to regulations contained in appropriate State Statutes and 40 CFR Parts 31, 33, and 35 of the Federal Statutes. Award of **IDNR SRF File: CS1921150 01; IDNR Project: W2024-0302A** may be dependent on loan securement.

A Federal Davis-Bacon Wage rate determination will prevail for this Project. General Decision Numbers IA20260003 shall apply.

Women and Minority–owned businesses are encouraged to submit Bids for this Project.

Bidders must demonstrate positive efforts to utilize women's and minority owned businesses. This procurement will be subject to regulations contained in 40 CFR 35.3145(d), and P.L. 102-389 and 100-590. In addition, Bidder shall comply with Executive Orders 11625, 12138, and 12432.

General Nature of Public Improvement

2026 Terminal Street Pumping Station Rehabilitation, IDNR SRF File: CS1921150 01; IDNR Project: W2024-0302A

Project consists of the removal and replacement of the existing site roof, three sluice gates, installation of electrical conduit associated with installation of three motorized gate actuators, installation of a pump retrieval system, replacement of an existing exterior door, and replacement of the existing roof.

Preference for Iowa Products and Labor. By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa. In accordance with Iowa statutes, a resident Bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to Bidders from that state or foreign country, including but not limited to, any preference to Bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to Bidders or laborers from that state or foreign country.

The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident Bidder is a resident. In the instance of a resident labor force preference, a nonresident Bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident Bidder is a resident.

Sales Tax. The Bidder should not include sales tax in its Bid. A sales tax exemption certificate will be available for all material purchased for incorporation in the Project.

Contact Information. The Bidders shall contact either Randy J. Langer, P.E. (randy.langer@strand.com or 608-251-4843) at Strand Associates, Inc.® or Deron Muehring (dmuehrin@cityofdubuque.org or 563-589-4176) at the City of Dubuque, or both parties with their questions associated with this project.

Title VI–Non-Discrimination Clause. The City of Dubuque in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

On the following date, April 21, 2026 this Notice was posted at the following locations:

1. Posted on the City of Dubuque Website: www.cityofdubuque.org/bids
2. Posted to Construction Update Network: www.mbionline.com

ATTESTATION CERTIFICATE:

STATE OF IOWA
COUNTY OF DUBUQUE SS:
CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, Iowa, do hereby certify that the transcript hereto attached is a true, correct and complete copy of all the records of the City relating to fixing a time and place of hearing on the proposed plans, specifications and form of contract, and estimated cost for the construction of the 2026 Terminal Street Pumping Station Rehabilitation Project and directing publication of a Notice of Hearing announcing the time and place fixed therefor; and fixing a time and place for the taking of bids for the construction of the Project and directing posting of a Notice to Bidders announcing the time and place fixed therefor.

WITNESS MY HAND this ____ day of _____, 2026.

_____
City Clerk

NOTICE OF HEARING PUBLICATION CERTIFICATE:

STATE OF IOWA
COUNTY OF DUBUQUE SS:
CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, Iowa, do hereby certify that pursuant to the resolution of the City Council fixing a date of hearing on the proposed plans and specifications, form of contract and estimated cost for the 2026 Terminal Street Pumping Station Rehabilitation Project, the Notice of Hearing, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2026.

_____
City Clerk

(Attach here publisher's affidavit of publication of the Notice of Hearing.)

(PLEASE NOTE: Do not date and return this certificate until you have received the publisher's affidavit and have verified that the Notice of Hearing was published on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)

NOTICE TO BIDDERS POSTING CERTIFICATE – CONTRACTOR PLAN ROOM/LEAD GENERATING SERVICE:

STATE OF IOWA
COUNTY OF DUBUQUE SS:
CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, Iowa, do hereby certify that pursuant to the resolution of the City Council setting the date of the bid letting for the 2026 Terminal Street Pumping Station Rehabilitation Project, the Notice to Bidders, of which the printed slip attached to the affidavit hereto attached is a true and complete copy, was posted on the date and in the relevant contractor plan room service/construction lead generating service specified in such affidavit, which contractor plan room service/construction lead generating service has a statewide circulation.

WITNESS MY HAND this ____ day of _____, 2026.

_____
City Clerk

(Attach here the affidavit of posting of the Notice to Bidders from the contractor plan room service/construction lead generating service.)

(PLEASE NOTE: Do not date and return this certificate until you have received the affidavit of posting from the contractor plan room service/construction lead generating service and have verified that the Notice to Bidders was posted on the date indicated in the affidavit, but please return all other completed pages to us as soon as they are available.)

NOTICE TO BIDDERS POSTING CERTIFICATE – SPONSORED INTERNET SITE:

STATE OF IOWA
COUNTY OF DUBUQUE SS:
CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, Iowa, do hereby certify that pursuant to the resolution of the City Council setting the date of the bid letting for the 2026 Terminal Street Pumping Station Rehabilitation Project, the Notice to Bidders provided for therein was posted on the City's website on _____, 2026.

WITNESS MY HAND this ____ day of _____, 2026.

_____
City Clerk

(Attach here a screenshot of the Notice to Bidders as posted on the City's website, showing the date of posting).

Copyrighted
April 20, 2026

City of Dubuque
City Council

ITEMS SET FOR PUBLIC HEARING # 5.

ITEM TITLE:	Loras Boulevard Reconstruction and Repairs Project Initiate Bid and Set Public Hearing
SUMMARY:	City Manager recommending City Council authorize the public bidding process and set a public hearing for May 4, 2026, and to preliminarily approve the plans, specifications, form of contract and estimated cost of $383,388.50 for the Loras Boulevard Reconstruction and Repairs Project through the adoption of the attached resolution. RESOLUTION Loras Boulevard Reconstruction and Repairs Project - Preliminary Approval of Plans, Specifications, Form of Contract, And Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost; and Ordering the Advertisement for Bids
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for May 4, 2026

ATTACHMENTS:

1. MVM Memo Loras Boulevard Reconstruction and Repairs Project Initiate Public Bidding and Set PH Date
2. Staff Memo Loras-ReconAndRepair-InitiateMemo
3. Loras-ReconAndRepair - Council Initiate Set PH RESOLUTION
4. Loras-ReconAndRepair - Notice of Hearing

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Loras Boulevard Reconstruction and Repairs Project
Initiate Public Bidding Process and Setting Date for a Public Hearing

DATE: April 15, 2026

Assistant Public Works Director – Project Manager Max O'Brien is recommending City Council authorize the public bidding process and set a public hearing for May 4, 2026, and to preliminarily approve the plans, specifications, form of contract and estimated cost of $383,388.50 for the Loras Boulevard Reconstruction and Repairs Project through the adoption of the attached resolution.

This project includes the reconstruction and rehabilitation of approximately 0.28 centerline miles of Loras Boulevard in the City of Dubuque, Iowa. The scope of work includes the installation of 700 lineal feet of new curb and gutter, placement of 1,475 square yards of 9-inch PCC pavement, 75 square yards of PCC sidewalk, pavement rehabilitation, erosion control, and other necessary measures to complete the work. Rehabilitation will consist of full depth patching and providing 4" sealant for any cracks or joints under 3" in width. For any cracks or joints over 3" in width a 6" mastic banding will be provided.

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
Arielle Swift, Public Works Director
Max O'Brien, Assistant Public Works Director - Project Manager

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Max O'Brien, Assistant Public Works Director – Project Manager

DATE: April 16, 2026

SUBJECT: Loras Boulevard Reconstruction and Repairs Project
Initiate Public Bidding Process and Setting Date for a Public Hearing

INTRODUCTION

This memorandum requests the City Council authorize initiating the bidding process and set a public hearing on May 4, 2026, for the Loras Boulevard Reconstruction and Repairs Project.

DISCUSSION

This project includes the reconstruction and rehabilitation of approximately 0.28 centerline miles of Loras Boulevard in the City of Dubuque, Iowa. The scope of work includes the installation of 700 lineal feet of new curb and gutter, placement of 1,475 square yards of 9-inch PCC pavement, 75 square yards of PCC sidewalk, pavement rehabilitation, erosion control, and other necessary measures to complete the work. Rehabilitation will consist of full depth patching and providing 4" sealant for any cracks or joints under 3" in width. For any cracks or joints over 3" in width a 6" mastic banding will be provided.

This project was originally identified as needed and was planned for completion in late 2026 or early 2027, however the project was rescheduled to accommodate the upcoming RAGBRAI event for safety purposes. While not specifically budgeted, the project is utilizing general recurring pavement rehabilitation CIP's that are budgeted each year.

PROJECT SCHEDULE

The proposed schedule for the project is as follows:

Initiate Public Bidding Process & Notice of Public Hearing	April 20, 2026
Publish Notice to Bidders, Advertise for Bids	April 22, 2026
Pre Bid Meeting	April 30, 2026
Public Hearing on Plans & Specifications	May 4, 2026
Receipt of Bid Proposals (Bid-Letting)	May 7, 2026
Award Construction Contract	May 18, 2026
Final Project Completion Date	July 17, 2026

BUDGET IMPACT

The estimate of probable cost for the Loras Boulevard Reconstruction and Repairs Project is summarized as follows:

Description	Estimate
Construction	$ 383,388.50
Contingency (10%)	$ 38,338.85
Engineering	$ 65,750.00
Total Project Cost	**$ 487,477.35**

The construction of the Loras Boulevard Reconstruction and Repairs Project will be covered by the funding sources as described below:

Project No.	Fund Description	Fund Amount
5521000018-110-67990	Pavement Rehabilitation	$300,000.00
5521000018-301-67990	Pavement Rehabilitation	$600,000.00

ACTION STEP

I respectfully request the City Council authorize the public bidding process and set a public hearing for May 4, 2026, and to preliminarily approve the plans, specifications, form of contract and estimated cost for the Loras Boulevard Reconstruction and Repairs Project through the adoption of the attached resolution.

cc: Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Arielle Swift, Public Works Director

Prepared by Max O'Brien City of Dubuque Public Works, 925 Kerper Ct. Dubuque, IA 52001 (563)589-4250
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO.

LORAS BOULEVARD RECONSTRUCTION AND REPAIRS PROJECT

PRELIMINARY APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; SETTING DATE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; AND ORDERING THE ADVERTISEMENT FOR BIDS

Whereas, the Loras Boulevard Reconstruction and Repairs Project will provide for the reconstruction and rehabilitation of approximately 0.28 centerline miles of Loras Boulevard in the City of Dubuque, Iowa. The scope of work includes the installation of 700 lineal feet of new curb and gutter, placement of 1,475 square yards of 9-inch PCC pavement, 75 square yards of PCC sidewalk, pavement rehabilitation, erosion control, and other necessary measures to complete the work. Rehabilitation will consist of full depth patching and providing 4" sealant for any cracks or joints under 3" in width. For any cracks or joints over 3" in width a 6" mastic banding will be provided.

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

The proposed plans, specifications, form of contract and estimated cost for the Loras Boulevard Reconstruction and Repairs Project in the estimated construction amount $ 383,388.50, are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

A public hearing will be held on the 4th day of May, 2026, at 6:30 p.m. in the Historic Federal Building Council Chambers 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the attached notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

The Loras Boulevard Reconstruction and Repairs Project is hereby ordered to be advertised for bids for construction.

The amount of the security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders hereby approved.

The City Engineer is hereby directed to advertise for bids for the construction of the improvements herein provided, by publishing the Notice to Bidders to be published on the City of Dubuque website and a contractor plan room service with statewide circulation, which notice shall be published not less than thirteen but not more than forty-five days before the date for filing bids before 2:00 p.m. on the 7th day of May 2026. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 18th day of May 2026, in the Historic Federal Building Council Chambers 350 West 6th Street, Dubuque, Iowa.

Passed, adopted and approved 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 4th day of May, 2026 at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to hold a public hearing on the proposed plans, specifications, form of contract and estimated cost for the Loras Boulevard Reconstruction and Repairs Project.

The scope of the Project is as follows: This project includes the reconstruction and rehabilitation of approximately 0.28 centerline miles of Loras Boulevard in the City of Dubuque, Iowa. The scope of work includes the installation of 700 lineal feet of new curb and gutter, placement of 1,475 square yards of 9-inch PCC pavement, 75 square yards of PCC sidewalk, pavement rehabilitation, erosion control, and other necessary measures to complete the work. Rehabilitation will consist of full depth patching and providing 4" sealant for any cracks or joints under 3" in width. For any cracks or joints over 3" in width a 6" mastic banding will be provided.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official City Council agenda will be posted the Friday before the meeting and will contain public input options. The agenda can be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments on the public hearing may be submitted to the City Clerk's Office by email at ctyclerk@cityofdubuque.org or by mail to City Hall, 50 W. 13th St., Dubuque, IA 52001, before the scheduled hearing. The City Council will review all written comments at the time of the hearing.

Documents related to the public hearing are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals requiring special assistance should contact the City Clerk's Office as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 20th day of April 2026.

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
April 20, 2026

City of Dubuque
City Council

ITEMS SET FOR PUBLIC HEARING # 6.

ITEM TITLE:	CY2026 Asphalt Overlay Program Initiate Bid and Set Public Hearing
SUMMARY:	City Manager recommending City Council authorize the public bidding process and set a public hearing for May 4, 2026, and to preliminary approve the plans, specifications, form of contract and estimated cost of $148,000 for the Public Works Asphalt Profile Milling Project through the adoption of the attached resolution. RESOLUTION - Public Works Asphalt Milling Profile Project — Preliminary Approval of Plans, Specifications, Form of Contract, And Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, And Estimated Cost; and Ordering the Advertisement for Bids
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for May 4, 2026

ATTACHMENTS:

1. MVM Memo Asphalt Profile Milling to Initiate Bid & Set Public Hearing
2. Staff Memo Asphalt Profile Milling Initiate Memo- 2026 (LR)
3. 2026 Aphalt Overlay Milling - Council Initiate Set PH RESOLUTION
4. Asphalt Overlay Project - Notice of Hearing

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Asphalt Profile Milling to Initiate Bid & Set Public Hearing

DATE: April 14, 2026

Assistant Public Works Director – Project Manager Max O'Brien is recommending City Council authorize the public bidding process and set a public hearing for May 4th, 2026, and to preliminarily approve the plans, specifications, form of contract and estimated cost of $148,000 for the Public Works Asphalt Profile Milling Project through the adoption of the attached resolution.

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
Arielle Swift, Public Works Director
Max O'Brien, Assistant Public Works Director-Project Manager
Luke Roth, Assistant Field Operations Manager
Arielle Swift, Public Works Director
Jennifer Larson, Chief Financial Officer
Brian Wulfekuhle, Field Operations Manager
Alicia Goerdt, Administrative Support Professional

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Max O'Brien, Assistant Public Works Director – Project Manager

SUBJECT: Asphalt Profile Milling to Initiate Bid & Set Public Hearing

DATE: April 13, 2026

INTRODUCTION

This memorandum requests the City Council authorize initiating the bidding process and setting a public hearing on May 4th, 2026 for the Public Works Asphalt Milling Profile Project.

DISCUSSION

Each calendar year, the Public Works department puts together a recommendation for the asphalt overlay program. Pending final budget approval, the department is recommending moving forward with requesting bids for asphalt profile milling services for the entirety of this calendar year's overlay program.

Street Maintenance / Rehabilitation programs have been identified as a 2025-2027 City Council top priority.

PROJECT SCHEDULE

The proposed bid schedule for the project is as follows:

Initiate Public Bidding Process & Notice of Public Hearing	April 20, 2026
Publish Notice to Bidders, Advertise for Bids	April 22, 2026
Public Hearing on Plans & Specifications	May 4, 2026
Receipt of Bid Proposals (Bid-Letting)	May 7, 2026
Award Construction Contract	May 18, 2026

BUDGET IMPACT

Funding for this project will come from the Public Works Department capital budget for asphalt milling services [5421000003-301-67990].

ACTION STEP

I respectfully request the City Council authorize the public bidding process and set a public hearing for May 4th, 2026, and to preliminarily approve the plans, specifications, form of contract and estimated cost for the Public Works Asphalt Profile Milling Project through the adoption of the attached resolution.

CC: Luke Roth, Assistant Field Operations Manager (Prepared By)
Arielle Swift, Public Works Director
Jennifer Larson, Chief Financial Officer
Brian Wulfekuhle, Field Operations Manager
Alicia Goerdt, Administrative Support Professional

Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO.

PUBLIC WORKS ASPHALT MILLING PROFILE PROJECT

PRELIMINARY APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; SETTING DATE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; AND ORDERING THE ADVERTISEMENT FOR BIDS

Whereas, the Public Works Asphalt Milling Profile Project will provide for the re-pavement of approximately 10.19 centerline miles of asphalt milling across 64 streets or street sections.

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

The proposed plans, specifications, form of contract and estimated cost for the Public Works Asphalt Milling Profile Project in the estimated construction amount $ 148,000, are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

A public hearing will be held on the 4th day of May, 2026, at 6:30 p.m. in the Historic Federal Building Council Chambers 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the attached notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

The Public Works Concrete Banding and Crack Sealing Project is hereby ordered to be advertised for bids for construction.

The amount of the security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders hereby approved.

The City Engineer is hereby directed to advertise for bids for the construction of the improvements herein provided, by publishing the Notice to Bidders to be published on the City of Dubuque website and a contractor plan room service with statewide circulation, which notice shall be published not less than thirteen but not more than forty-five days before the date for filing bids before 2:00 p.m. on the 7th day of May 2026. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City

Council for final action at 6:30 p.m. on the 18th day of May 2026, in the Historic Federal Building Council Chambers 350 West 6th Street, Dubuque, Iowa.

Passed, adopted and approved 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 4th day of May, 2026 at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to hold a public hearing on the proposed plans, specifications, form of contract and estimated cost for the Public Works Asphalt Profile Milling Project.

The scope of the Project is as follows: This project includes the removal of approximately 10.19 centerline miles of asphalt millings along 64 streets or street sections.

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 6th day of April 2026.

_____
Adrienne N. Breitfelder, City Clerk

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April 20, 2026

City of Dubuque
City Council

ITEMS SET FOR PUBLIC HEARING # 7.

ITEM TITLE:	Traffic Signal Improvement Project - Asbury, Carter, and Chaney
SUMMARY:	City Manager recommending City Council grant preliminary approval of the construction plans and specifications, form of contract and construction estimate of $297,082.25; and establish May 4, 2026, as the date of the public hearing; and hereby authorized to advertise for bid proposals for the Asbury, Chaney & Carter Traffic Signal Improvement Project. RESOLUTION Carter, and Chaney Traffic Signal Improvement Project - Preliminary Approval of Plans, Specifications, Form of Contract, and Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost; and Ordering the Advertisement for Bids
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for May 4, 2026

ATTACHMENTS:

1. MVM Memo Initiate Public Bidding Process and Setting Date for a Public Hearing for the Asbury, Carter & Chaney Traffic Signal Improvement Project
2. Asbury Carter Chaney Traffic Signal Improvement Project - Initiate Bidding Set PH
3. Asbury, Carter & Chaney Traffic Signal Improvement Project - Council Initiate Set PH RESOLUTION
4. Asbury Carter Chaney Traffic Signal Improvement Project - Notice of Hearing

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Initiate Public Bidding Process and Setting Date for a Public Hearing for the Asbury, Carter & Chaney Traffic Signal Improvement Project Project No. 5524000046

DATE: April 15, 2026

City Engineer Gus Psihoyos is recommending City Council grant preliminary approval of the construction plans and specifications, form of contract and construction estimate of $297,082.25; and establish May 4, 2026, as the date of the public hearing; and hereby authorized to advertise for bid proposals for the Asbury, Chaney & Carter Traffic Signal Improvement Project through adoption of the attached resolution.

The Asbury, Chaney & Carter Traffic Signal Improvement Project will provide for the following: At the Intersections of Asbury and Carter the removal and replacement of signals, installation of ADA compliant sidewalks, removal and replacement of roadway in designated locations, installations of pavement markings. The Asbury and Chaney intersection will need to have new conduit, traffic cabinet foundation, the removal and replacement of existing signals, rewiring of the entire intersection, installation of ADA compliant sidewalks, removal and replacement of roadway in designated locations, installations of pavement markings.

With the installation of the mast arms at both intersections along Asbury Road the traffic signals will allow for protected left turn movements and then switch to a permissive left turn movement; by allowing both options making left turns off Asbury at these signals will be easier and safer. The signals will only be connected back to the Traffic Operations Center via fiber for control and coordination of the signals. By coordinating the signals together, the signals will operate more efficiently.

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

THE CITY OF DUBUQUE
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Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: April 13, 2026

RE: Initiate Public Bidding Process and Setting Date for a Public Hearing for the Asbury, Carter & Chaney Traffic Signal Improvement Project Project No. 5524000046

INTRODUCTION
This memorandum requests the City Council approval and authorizes the initiation of the public improvement construction bidding process and set a public hearing date for May 4, 2026 for the Asbury, Carter & Chaney Traffic Signal Improvement Project and initiate the public bidding process.

BACKGROUND
The traffic cabinet at Asbury – Carter intersection was damaged in 2024 and remained in red flash for several months because the underground conduit had deteriorated to the point that the old wire could not be removed. Because of this issue the City decided to make changes to the intersection to prepare for this mast arm project. The following items were completed in 2024 to get the intersection operational: new traffic cabinet, battery backup system, conduit and wiring were installed. With all these items completed and able to be reused this makes adding the mast arms and ADA ramps easier at this intersection.

Asbury and Chaney have the same issues that Asbury and Carter had with deteriorated conduit and issues with detection loops in the roadway. Because of these issues Asbury – Chaney intersection will need to be reconstructed as well.

DISCUSSION
The Asbury, Chaney & Carter Traffic Signal Improvement Project will provide for the following: At the Intersections of Asbury and Carter the removal and replacement of signals, installation of ADA compliant sidewalks, removal and replacement of roadway in designated locations, installations of pavement markings. The Asbury and Chaney intersection will need to have new conduit, traffic cabinet foundation, the removal and replacement of existing signals, rewiring of the entire intersection, installation of ADA compliant sidewalks, removal and replacement of roadway in designated locations, installations of pavement markings.

With the installation of the mast arms at both intersections along Asbury Road the traffic signals will allow for protected left turn movements and then switch to a permissive left turn movement; by allowing both options making left turns off Asbury at these signals will be easier and safer. The signals will only be connected back to the Traffic Operations Center via fiber for control and coordination of the signals. By coordinating the signals together, the signals will operate more efficiently.

PROJECT SCHEDULE

The project development schedule for the project will be as follows:

Initiate Public Bidding Process	April 20, 2026
Publish Notice to Bidders, Advertise for Bids	April 24, 2026
Notice of Public Hearing on Plans and Specs	April 24, 2026
Public Hearing on Plans and Specs	May 4, 2026
Receipt of Bid Proposals	May 7, 2026
Award Construction Contract	May 18, 2026
Completion Date	August 21, 2026

RECOMMENDATION

I recommend preliminary approval of the proposed plans, specifications, form of contract and construction estimate for the Asbury, Carter & Chaney Traffic Signal Improvement Project. I further recommend establishing the date of the public hearing and authorizing the Engineering Department to advertise for bids for the project.

BUDGET IMPACT

The estimate of probable cost for the Asbury, Carter & Chaney Traffic Signal Improvement Project is summarized in the following table:

PROJECT COSTS	ESTIMATE
Construction Contract	$ 297,082.25
Contingency	$ 44,562.34
Engineering Design and Administration	$ 51,246.69
Total Project Cost	**$ 392,891.27**

The proposed funding for the project is summarized in the following table:

Project Number	Fund Description	Fund Amount
5524000008	Traffic Signal Intersection Recon	$ 188,949.00
5524000004	Traffic Signal Mastarm Retro	$ 128,956.91
5524000006	Traffic Signal Conduit Replacement	$ 74,985.36
Total Construction Project Funding		**$ 392,891.27**

ACTION TO BE TAKEN

I respectfully request that the City Council grant preliminary approval of the construction plans and specifications; and establish May 4, 2026, as the date of the public hearing; and hereby authorized to advertise for bid proposals for the Asbury, Chaney & Carter Traffic Signal Improvement Project through adoption of the attached resolution.

cc: Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Bob Schiesl, Assistant City Engineer
Dave Ness, Civil Engineer III
Duane Richter, Traffic Project Supervisor
Justine Hull, Traffic Engineer

Prepared by Kerry Bradley City of Dubuque Engineering, 50 W. 13th St. Dubuque, IA 52001 (563)589-4270
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. ____ -26

ASBURY, CARTER, AND CHANEY TRAFFIC SIGNAL IMPROVEMENT PROJECT

PRELIMINARY APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; SETTING DATE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; AND ORDERING THE ADVERTISEMENT FOR BIDS

WHEREAS, the Asbury, Carter & Chaney Traffic Signal Improvement Project will include provide for the following: At the Intersections of Asbury and Carter the removal and replacement of signals, installation of ADA compliant sidewalks, removal and replacement of roadway in designated locations, installations of pavement markings. The Asbury and Chaney intersection will need to have new conduit, traffic cabinet foundation, the removal and replacement of signals, rewiring of the entire intersection, installation of ADA compliant sidewalks, removal and replacement of roadway in designated locations, installations of pavement markings.

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

The proposed plans, specifications, form of contract and estimated cost for the Asbury, Carter & Chaney Traffic Signal Improvement Project in the estimated construction amount $297,082.25, are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

A public hearing will be held on the 4th day of May, 2026, at 6:30 p.m. in the Historic Federal Building Council Chambers 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the attached notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

The Asbury, Carter & Chaney Traffic Signal Improvement Project, is hereby ordered to be advertised for bids for construction.

The amount of security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders hereby approved.

The City Engineer is hereby directed to advertise for bids for the construction of the improvements herein provided, by publishing the Notice to Bidders to be published

on the City of Dubuque website and a contractor plan room service with statewide circulation, which notice shall be published not less than thirteen but not more than forty-five days before the date for filing bids before 2:00 p.m. on the 7th day of May, 2026. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 18th day of May, 2026, in the Historic Federal Building Council Chambers 350 West 6th Street, Dubuque, Iowa.

Passed, approved and adopted this 20th day of April 2026.

Attest: Brad M. Cavanagh, Mayor

Trish L. Gleason, Assistant 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 4th day of May, 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 hear the plans, specifications, form of contract and estimated cost for the Asbury, Carter & Chaney Traffic Signal Improvement Project.

Scope of project: Asbury, Carter & Chaney Traffic Signal Improvement Project will provide for following: At the Intersections of Asbury and Carter the removal and replacement of signals, installation of ada compliant sidewalks, removal and replacement of roadway in designated locations, installations of pavement markings. The Asbury and Chaney intersection will need to have new conduit, traffic cabinet foundation, the removal and replacement of signals, rewiring of the entire intersection, installation of ada compliant sidewalks, removal and replacement of roadway in designated locations, installations of pavement markings.

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.

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Published by order of the City Council given on the 4th day of May 2026.

_____
Adrienne N. Breitfelder, City Clerk

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April 20, 2026

City of Dubuque
City Council

BOARDS/COMMISSIONS # 1.

ITEM TITLE: Board and Commission Appointments

SUMMARY: Appointments to the Following Commission to be Made at this Meeting.

Housing Commission
One, 3-Year term through August 17, 2027 (Vacant term of Wall)
Applicant:
Cathy Mauk Dickens, 431 Alpine St.

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. Overview Sheet
2. Details and Opening
3. Housing Commission Applicant

APPLICATIONS FOR THE CITY OF DUBUQUE
BOARDS AND COMMISSIONS
For the Council Meeting on,
Monday, April 20, 2026
6:30 p.m., Historic Federal Building, 350 W. 6th Street

APPOINTMENTS TO THE FOLLOWING COMMISSIONS TO BE MADE AT THIS MEETING.

Housing Commission
One, 3-Year term through August 17, 2027 (Vacant term of Wall)
Applicant:
Cathy Mauk Dickens, 431 Alpine St.

CITY OF DUBUQUE
BOARDS AND COMMISSIONS DETAILS AND OPENINGS

X / X / 26	Indicates openings within 2026

Open	Indicates Current Opening

AIRPORT COMMISSION
4 Yr. Term - Meets 4th Tue., 4 p.m., Airport Conf. Room

Public Member 1	Ron	Vaughn	9/14/29
Public Member 2	Mariann	Kurtz Weber	9/14/29
Public Member 3	Michael	Phillips	9/14/26
Public Member 4	Robert	Blocker	9/14/26
Public Member 5	Bob	Woodward	9/14/28

AIRPORT ZONING BOARD OF ADJUSTMENTS
5 Yr. Term - Meets on Call

City ZBA Rep.	Rena	Stierman	3/25/27
City ZBA Rep.	Matthew	Mauss	3/25/28

AIRPORT ZONING COMMISSION
6 Yr. Term - Meets on Call

City ZAC Rep.	Richard	Russell	7/1/27
City ZAC Rep.	Pat	Norton	7/1/28

ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION
3 Yr. Term - Meets 4th Tue., 3:30 p.m., MFC or Varied locations

Public Member 1	Addison	Aronson	6/30/27
Public Member 2	Nick	Halder	6/30/28
Public Member 3	Gail	Chavenelle	6/30/27
Arts Rep. 1	Shirley	Davis-Orwoll	6/30/28
Arts Rep. 2	Doug	Donald	6/30/26
Arts Rep. 3	David	Barba	6/30/26
Arts Rep. 4	Open	Open	6/30/28

BUILDING CODE ADVISORY AND APPEALS BOARD
3 Yr. Term -Meets on Call; 4:30 p.m., Federal Bldg.

Altn. Commercial Construct Pro 1	Open	Open	1/1/27
Altn. Electrical Construct Pro 1	Adam	Brown	1/1/27
Altn. HVAC Construct Pro 1	Open	Open	1/1/27
Altn. Plumbing Construct Pro 1	Open	Open	1/1/27
Altn. Residential Construct Pro 1	Open	Open	1/1/27
Commercial Construct Pro 1	Open	Open	1/1/27
Electrical Construct Pro 1	Thomas	Townsend	1/1/27
HVAC Construct Pro 1	Corey	Valaskey	1/1/27
Multidisciplinary Rep. 1	Michael	Shimkus	1/1/27
Multidisciplinary Rep. 2	Nathan	Wardle	1/1/27
Plumbing Construct Pro 1	Open	Open	1/1/27
Residential Construct Pro 1	Open	Open	1/1/27

BOARD OF LIBRARY TRUSTEES
4 Yr. Term - Meets 4th Thur., 4 p.m., Library

Public Member 1	Andrew	Bland	7/1/26
Public Member 2	A. Alanda	Gregory	7/1/26
Public Member 3	Victor	Lieberman	7/1/27
Public Member 4	Pam	Mullin	7/1/27
Public Member 5	Diann	Guns	7/1/28
Public Member 6	Christina	Monk	7/1/28
Public Member 7	Jessica	Connery	7/1/29

CABLE TELEVISION COMMISSION
3 Yr. Term - Meets on Call., Varied locations

Public Member 1	Pauline	Maloney	7/1/26
Public Member 2	Georgina	Guerrero	7/1/26
Public Member 3	Ronald	Tigges	7/1/26
Public Member 4	Tom	Eckermann	7/1/27
Public Member 5	Jennifer	Tigges	7/1/27

CATFISH CREEK WATERSHED MANGT. AUTHORITY
4 Yr. term - Meets Quarterly

Public Member 1	Rachel	Boeke	7/16/28
Public Member 2	William	Hindricks	7/16/28

CIVIC CENTER ADVISORY COMMISSION
3 Yr. Term - Meets last Mon. of every third month, 3:30 p.m., Five Flags

Public Member 1	Alan	Schumacher	6/29/27
Public Member 2	Mc Kenzie	Blau	6/29/28
Public Member 3	Colleen	Myers	6/29/28
Public Member 4	Bryce	Parks	6/29/27
Public Member 5	Sara	Tandy	6/29/28

CIVIL SERVICE COMMISSION
4 Year Term - Meets 2nd Wed., 4:15 p.m., City Hall

Public Member 1	Randall	Ludowitz	4/6/30
Public Member 2	Carla	Heathcote	4/6/28
Public Member 3	Miquel	Jackson	4/6/29
Public Member 4	Julie	Bockenstedt	4/6/27
Public Member 5	Otto	Krueger	4/6/27

COMMUNITY DEVELOPMENT ADVISORY COMMISSION
3 Yr. Term - Meets 3rd Wed., 5:30 p.m., Federal Bldg./Housing

Housing Commission Rep. 1	Renee	Kehoe	8/17/27
Low/Moderate Income Rep. 1	Talma	Brown	2/15/29
Low/Moderate Income Rep. 2	Dale	Campbell Jr.	2/15/27
Low/Moderate Income Rep. 3	Gabriel	Mozena	2/15/27
Low/Moderate Income Rep. 4	Open	Open	2/15/28
Public Member 1	Open	Open	2/15/27
Public Member 2	Dean	Boles	2/15/28
Public Member 3	Michelle	Hinke	2/15/28
Public Member 4	Open	Open	2/15/29

HISTORIC PRESERVATION COMMISSION
3 Yr. Term - Meets 3rd Thur., 5:30 p.m., Federal Bldg.

Architect At-Large 1	Christina	Monk	7/1/26
Cathedral District 1	Open	Open	7/1/26
Jackson Park District 1	Janice	Esser	7/1/28
Langworthy District 1	Chad	Witthoeft	7/1/26
Old Main District 1	Open	Open	7/1/27
Public Member 1	Heidi	Pettitt	7/1/27
Public Member 2	Bill	Doyle	7/1/27
Public Member 3	Tim	Gau	7/1/27
West 11th District 1	Rick	Stuter	7/1/28
Interim District Rep. 1	NA	NA	NA

HOUSING APPEALS AND MEDIATION BOARD

3 - Yr. Term - Meets on Call, 4:30 p.m., Federal Bldg.

Public Member 1	Mary	Gotz	1/1/27
Public Member 2	Luke	Hoffmann	1/1/27
Public Member 3	Cole	Hansen	1/1/27
Public Member 4	Lynn	Sutton	1/1/27
Public Member 5	Jeff	Lenhart	1/1/27

HOUSING COMMISSION

3 Yr. Term - Meets 4th Tues. (Jan, Aril, July, Oct), 4:00 p.m., Fed. Bldg.

Public Member 1	Renee	Kehoe	8/17/27
Public Member 2	Ross	Janes	8/17/27
Public Member 3	Rick	Merfeld	8/17/28
Public Member 4	Open	Open	8/17/27
Public Member 5	Open	Open	8/17/27
Public Member 6	Wyatt	Pierce	8/17/28
Public Member 7	Open	Open	8/17/26
Public Member 8	Rick	Baumhover	8/17/28
Public Member 9	Amy	Eudaley	8/17/26
Section 8 Rep. 1	Open	Open	8/17/27

HUMAN RIGHTS COMMISSION

3 Yr. Term - Meets 2nd Tus. 4:30 p.m., MFC Conf. room 2

Public Member 1	Rick	Baumhover	1/1/28
Public Member 2	Erin	Beatty	1/1/29
Public Member 3	Courtney	Engevold	1/1/29
Public Member 4	Juan	Montgomery	1/1/29
Public Member 5	Nikkole	Nutter	1/1/27
Public Member 6	DeLano	Cain-Watson	1/1/27
Public Member 7	Traci	Phillipson	1/1/28
Public Member 8	David	Heiar	1/1/27
Public Member 9	Michaela	Freiburger	1/1/28

INVESTMENT AND CASH MANAGEMENT OVERSIGHT ADVISORY COMMISSION

3 Yr. Term - Meets 4th Thur.(Jan., April, July, Oct.) 3 p.m., City Hall

Public Member 1	Daniel	Garza	7/1/26
Public Member 2	Molly	Valaskey	7/1/27
Public Member 3	Lucian	Paucean	7/1/27
Public Member 4	Daniel	Scott	7/1/28
Public Member 5	Gary	Ruden	7/1/28

LONG RANGE PLANNING ADVISORY COMM.

3 Yr. Term - Meets 3rd Wed., 5:30 p.m., Federal Bldg.

Housing Commission Rep. 1	Open	Open	8/17/26
Public Member 1	Mark	Ward	7/1/26
Public Member 2	Michael	Rabagia	7/1/26
Public Member 3	Aaron	Miller	7/1/27
Public Member 4	Beth	McGrath	7/1/27
Public Member 5	Rebecca	Bruce	7/1/28
Public Member 6	Parker	Scott	7/1/28

PARKS AND RECREATION ADVISORY COMMISSION

3 Yr. Term - Meets 2nd Tues., 4:30 p.m. MFC/Varied locations

Public Member 1	Robin	Kennicker	6/30/26
Public Member 2	Ron	Axtell	6/30/26
Public Member 3	Jessica	Ochoa	6/30/26
Public Member 4	Jennifer	Tigges	6/30/27
Public Member 5	Lori	Ollendick	6/30/28
Public Member 6	Josh	Jorgenson	6/30/28
Public Member 7	Jason	Henkel	6/30/28

RESILIENT COMMUNITY ADVISORY COMMISSION

3 Yr. Term - Meets 1st Thur. 5:00 p.m., Jule Op. & Train. Center

Commission Cross Rep. 1	Open	Open	7/16/27
Commission Cross Rep. 2	Robin	Kennicker	6/30/26
Commission Cross Rep. 3	Open	Open	2/15/25
Public Member 1	Lucas	Delaney	7/1/28
Public Member 2	Nolan	Bielinski	7/1/27
Public Member 3	David	Mc Dermott	7/1/26
Public Member 4	Lalith	Jayawickrama	7/1/26
Public Member 5	Rachel	Schmidt Boeke	7/1/27
Public Member 6	Jacob	Kohlhaas	7/1/28

TRANSIT ADVISORY BOARD

3 Yr. Term - Meets bi-monthly Sept. to May, 2nd Thur.
Intermodal Transit Station

Public Member 1	Alex	Kruse	7/30/28
Public Member 2	Talma	Brown	7/30/26
Public Member 3	Greg	Orwoll	7/30/26
Public Member 4	Dora	Serna	7/30/26
Public Member 5	Katie	Bailey	7/30/27

ZONING ADVISORY COMMISSION

3 Yr. Term - Meets 1st Wed., 6:00 p.m., Fed. Bldg.

Public Member 1	Matthew	Mulligan	7/1/28
Public Member 2	Martha	Christ	7/1/26
Public Member 3	Carrie	Lohrmann	7/1/26
Public Member 4	Teri	Zuccaro	7/1/26
Public Member 5	Richard	Russell	7/1/27
Public Member 6	Troy	Froistad	7/1/27
Public Member 7	Pat	Norton	7/1/28

ZONING BOARD OF ADJUSTMENTS

5 Yr. Term - Meets 4th Thur., 5:30 p.m. Fed. Bldg.

Public Member 1	Gwen	Kosel	3/25/29
Public Member 2	Keith	Ahlvin	3/25/30
Public Member 3	Ben	Loeffelholz	3/25/31
Public Member 4	Rena	Stierman	3/25/27
Public Member 5	Matthew	Mauss	3/25/28

ARTICLE B. HOUSING COMMISSION

SECTION:

2-5B-1: Commission Created

2-5B-2: Purpose

2-5B-3: Internal Organization And Rules

2-5B-4: Procedures For Operation

2-5B-5: Membership

2-5B-6: Oath

2-5B-7: Terms

2-5B-8: Vacancies

2-5B-9: Officers/Organization

2-5B-10: Meetings

2-5B-11: Compensation

2-5B-12: Removal

2-5B-13: Powers

2-5B-14: Project Approval

2-5B-15: Monitor Housing Program; Conduct Hearings On Grievances

2-5B-1: COMMISSION CREATED:
There is hereby created the housing commission. (Ord. 67-15, 10-19-2015)

2-5B-2: PURPOSE:
The purpose of the commission is to undertake and carry out studies and analysis of housing needs and the meeting of such needs; to recommend proposed projects in the area of low and moderate income housing for the citizens of the city; to monitor the city's housing programs; and to conduct grievances regarding the rental assistance program, except in the area of property maintenance code enforcement. (Ord. 31-16, 6-20-2016, eff. 7-1-2016)

2-5B-3: INTERNAL ORGANIZATION AND RULES:
The commission may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this code or the Iowa Code. (Ord. 67-15, 10-19-2015)

2-5B-4: PROCEDURES FOR OPERATION:
All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations. (Ord. 67-15, 10-19-2015)

2-5B-5: MEMBERSHIP:

A. Number: The commission comprises ten (10) residents of the city.

B. Special Qualifications:

1. At least three (3) members must be appointed specifically on the basis of experience in real estate development, banking, finance, accounting, funds management, or other related areas of expertise.

2. One (1) member must be a person who is a recipient of tenant based rental assistance under section 8 of the United States Housing Act of 1937, whose name appears on a lease of section 8 property. If such member ceases to be a recipient of rental assistance under section 8, the term of such member is deemed terminated and a new member who meets the requirements of this subsection must be appointed for the remainder of the term.

3. The remaining members are at-large members.

4. Cross-Representation:

a. One (1) member must be appointed by the commission, with city council approval, to serve on the community development advisory commission.

b. One (1) member must be appointed by the commission, with city council approval, to serve on the long range planning advisory commission. (Ord. 74-15, 12-7-2015; amd. Ord. 5-21, 2-15-2021; Ord. 54-23, 12-4-2023; Ord. 33-24, 6-17-2024)

2-5B-6: OATH:
Each person, upon appointment to the commission, must execute an oath of office at the first meeting of the commission

following the appointment or at the city clerk's office any time prior to the first meeting of the commission. (Ord. 67-15, 10-19-2015; Ord. 33-24, 6-17-2024)

2-5B-7: TERMS:
The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified. The terms of the cross representative appointees to the community development advisory commission and the long range planning advisory commission must coincide with their terms on the housing commission. (Ord. 67-15, 10-19-2015; amd. Ord. 5-21, 2-15-2021)

2-5B-8: VACANCIES:
Vacancies must be filled in the same manner as original appointments. (Ord. 67-15, 10-19-2015)

2-5B-9: OFFICERS/ORGANIZATION:
The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. The chairperson must appoint a secretary, who need not be a member of the commission. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 67-15, 10-19-2015)

2-5B-10: MEETINGS:
A. Regular Meetings: The commission must meet quarterly.

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

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

D. Attendance:

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

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

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

F. Quorum: Six (6) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 67-15, 10-19-2015; amd. Ord. 38-21, 11-1-2021; Ord. 33-24, 6-17-2024)

2-5B-11: COMPENSATION:
Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the city administrative policies and budget. (Ord. 67-15, 10-19-2015)

2-5B-12: REMOVAL:
Except as provided in subsection2-5B-10D1 of this chapter, the city council may remove any commissioner for good cause. (Ord. 67-15, 10-19-2015)

2-5B-13: POWERS:
The commission has the following powers, duties, and responsibilities:

A. To contribute as appropriate in the planning, coordinating, and review of housing development;

B. To conduct public hearings to ensure meaningful citizen input in the planning, implementation, and assessment of the city's housing programs;

C. To provide for and encourage the participation of low and moderate income persons in the planning, implementation, and assessment of housing programs;

D. To provide input into the community planning process and to assist in accomplishing a coordinated and consistent housing development program of the city in accordance with present and future housing needs;

E. To request and review ongoing surveys assessing housing needs and identifying future community housing needs, particularly the needs of persons of low and moderate income;

F. To support the efforts of the city council and other city commissions in the assessment of the general housing needs of the community;

G. To undertake from time to time other specific ongoing housing planning which may be referred to it by the city council;

H. To research and recommend to the city council policies and programs facilitating the development of affordable housing;

I. To undertake public information efforts to educate citizens of the availability of federal, state, and locally funded housing assistance programs;

J. To assist in the preparation of the housing element of the city comprehensive plan and the annual consolidated plan; and

K. Undertake such additional duties, upon the request of the City Council. (Ord. 67-15, 10-19-2015; amd. Ord. 54-23, 12-4-2023)

2-5B-14: PROJECT APPROVAL:
Any proposed low rent housing project is subject to the approval of the city council and any project requiring a referendum as provided in the Iowa Code must be submitted to the voters of the city in accordance with the Iowa Code. (Ord. 67-15, 10-19-2015)

2-5B-15: MONITOR HOUSING PROGRAM; CONDUCT HEARINGS ON GRIEVANCES:
The commission monitors the city's housing program and conducts hearings on grievances arising out of the operation of such program with the exception of property maintenance code enforcement which is handled by the housing board of appeals. (Ord. 31-16, 6-20-2016, eff. 7-1-2016)

From: noreply@civicplus.com

To: Adrienne Breitfelder; Trish Gleason; Temwa Phiri; asteger@cityofdubuque.org; Gina Hodgson;

Subject: Online Form Submittal: Board/Commission Application Form

Sent: 3/12/2026 12:34:24 PM

This sender is trusted.

Board/Commission Application Form

This application is a public document and as such can be reproduced and distributed for the public. Specific attention should be directed to the possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA. accepts applications for any Board and or Commission at any time. Applications stay active for one year from the date of receipt.
General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque
- Newly appointed Board or Commissionmembers must complete a State-mandated 2-hour training on Open Meeting/Open Records training within 90 days of taking their Oath of Office

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application below

Personal Information

Select the Board, Commission, or Committee applying for:	Housing Commission
Please identify which opening on the Housing Commission your	Experience in real estate, banking, finance, accounting, funds management, or other related areas of expertise

qualifications represent	
Name:	Cathy F. Mauk Dickens
Pronunciation:	*Field not completed.*
Street Address: You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission.	431 Alpine Street Apt 2
Zip Code:	52001
Preferred Phone Number:	4439937900
Email Address(es):	cathyfayemauk@aol.com
How did you hear about City of Dubuque Boards and Commission?	Other:
If other, please specify:	Currently Serve
Have you participated in the City of Dubuque City Life Program Life program?	Yes
If so, when?	Not sure
Are you currently serving on other Boards, Commissions, or Committees?	No
If yes, which?	*Field not completed.*
Have you served on a Board, Commission, or	Yes

Committee before?	
If yes, which?	Housing Commission
Why are you interested in applying for this Board or Commission?	I am interested in renewing. I am currently a member of the Housing Commission and need to renew.
Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission?	I currently serve on the commission; I'm a professional realtor and landlord. Keeping up on the city/state/federal housing policies, issues, etc. has always helped me explain different options for my clients and my community. I wish to make a difference in my community and want to keep up on any changes.
List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.))	Ron Axtell - worked with him with ECIA 563-564-7328 Sherri Kubley - coworker - 563-920-7855

Acknowledgement: I acknowledge that I have accurately and truthfully completed the application to the best of my knowledge. I also confirm that I meet the eligibility requirements for the Board or Commission to which I am applying.

Signature (type your name here as electronic verification):	Cathy Mauk Dickens
Date:	03/12/2026

Email not displaying correctly? View it in your browser.

Copyrighted
April 20, 2026

City of Dubuque
City Council

PUBLIC HEARINGS # 1.

ITEM TITLE:	Amend Historic Millwork District Planned Unit Development to allow removal of a portion of 850 Jackson Street
SUMMARY:	Proof of publication on notice of public hearing to consider approval of a request from Mathew Lundh to rezone property located at 850 Jackson Street To amend the Historic Millwork District Planned Unit Development with PC-Planned Commercial designation to allow the removal of a portion of the building at 850 Jackson Street and Zoning Advisory Commission recommending approval. ORDINANCE Amending Title 16 of the Unified Development Code of the City of Dubuque Code of Ordinances by Rescinding Ordinance 12-21 Which Provides Regulations for a PUD Planned Unit Development District with a Planned Commercial Designation for the Historic Millwork District PUD and now Being Amended to allow the Removal of a Portion of the Building at 850 Jackson Street (Parcel #10-24-484-003)
SUGGUESTED DISPOSITION:	Receive and File; Motion B; Motion A

ATTACHMENTS:

1. ZAC Letter to CC
2. Application
3. Building Image
4. Vicinity Map
5. Notification Map
6. Land Use
7. Concept Plan
8. Staff Memo
9. Ordinance

Planning Services Department
City Hall
50 West 13th Street
Dubuque, IA 52001-4864
(563) 589-4210 phone
(563) 589-4221 fax
(563) 690-6678 TDD
planning@cityofdubuque.org

April 13, 2026

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

Applicant: Matthew Lundh
Location: 850 Jackson St. (Parcel #10-24-484-003).
Description: To amend the Historic Millwork District Planned Unit Development with PC-Planned Commercial designation to allow the removal of a portion of the building at 850 Jackson Street.

Dear Mayor and City Council Members:

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

Discussion

Matthew Lundh, 424 Pawnee Court, Galena, IL, spoke in favor of the request. He noted five reasons that he believes the request is appropriate. He stated the portion of the building to be demoed is not a consistent with the historic district and highlighted that the roofline is too low for the interior space to function in the way they wish to use the property. He stated the block addition obscures the key features of the adjacent brick building including some doors and windows, and the addition detracts from the original building which affects investor interest. He noted that removing the addition would allow for the creation of outdoor space and for improvements to the brick building such as an accessible ramp, a restroom, and utility corridor.

The Commission questioned whether a new building would be proposed in place of the block building. Mr. Lundh noted they do hope to construct a new building but will have to come back before the Commission at a later date when they have a design for the building. He noted, it would be in keeping with the district.

There was no public input.

Staff detailed the staff report noting that the request is to demolition of the block garage portion of the existing building at 850 Jackson Street. Staff stated the building is within the Historic Millwork District Planned Unit Development (PUD) and is noted in the PUD concept plan as a property that is intended to be reused. Staff stated that the plan doesn't distinguish the two-story portion of the building from the single-story block garage portion. Staff stated that the applicant intends to construct a new building and as such an

amendment to the concept plan is required to allow the demolition. Staff noted that no public input, either for or against the request, has been provided. Staff noted that any future development on the site would be subject to site plan review with the city's Development Review Team.

The Commission discussed the building noting that it was rough looking and didn't fit into the historic district.

Recommendation

By a vote of 6-0, the Zoning Advisory Commission recommends that the City Council approve the request.

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

Respectfully submitted,



Matthew Mulligan, Chairperson
Zoning Advisory Commission

Attachments

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

APPLICATION FORM

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

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

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

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

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

A. Property Information

Site Location/Address: 850 Jackson

Legal Description/Parcel ID#/Subdivision: 1024484003

Existing Zoning: _____ Proposed Zoning: _____ Site Area (square feet/acres): _____

Historic District: _____ Landmark: ☐ Yes ☒ No

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

The request will be to Amend the Historic Millwork District Concept Plan to allow removal of the one-story building attached to 850 Jackson Street. We don't have a new conceptual plan at this time for the new addition. We understand a new application will be needed.

C. Applicant/Agent Information

Name: Matthew Lundh Phone: 563-690-1487

Address: 424 Pawnee Court City: Galena

State: IL Zip: 61036 Email: lundharchitect@msn.com

D. Property Owner(s) Information

Name(s): Curtis Schmitz Phone: 563-564-1943

Address: 2740 Pleasant View Drive City: Dubuque

State: IA Zip: 52001 Email: cartsar@hotmail.com

E. Certification: I/we, the undersigned, do hereby certify/acknowledge that:

1. Payment does not guarantee approval and fees are nonrefundable;
2. All additional required written and graphic materials are attached;
3. It is the property owner's responsibility to locate property lines and to review the abstract for easements and restrictive covenants; and
4. The information submitted herein is true and correct to the best of my/our knowledge and upon submittal becomes public record.

Applicant/Agent: Matthew Lundh Date: 2/17/26

Property Owner(s): Curtis Schmitz Date: 2/18/26

FOR OFFICE USE ONLY

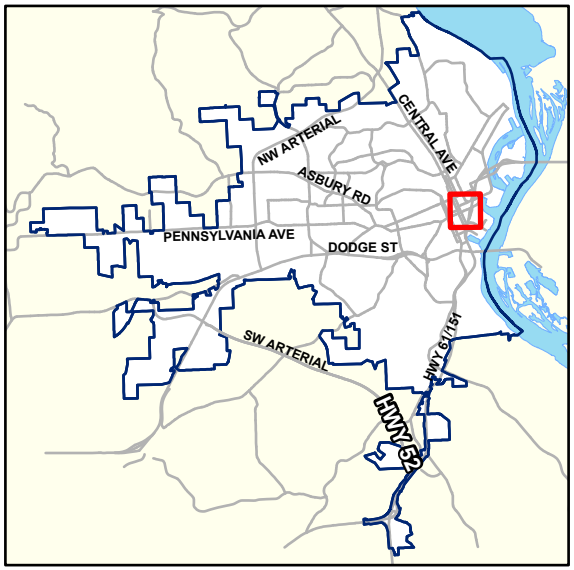
Fee $ 987 Ck# 6729 ☐ CC ☐ Cash Received by _____ Date 3/9/26


850

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

Vicinity Map



Applicant: Matthew Lundh

Location: 850 Jackson Street, PIN 1024484003

Type: Special Exception

Description: To amend the Historic Millwork District Planned Unit Development with PC-Planned Commercial designation to allow the removal of a portion of the building at 850 Jackson Street.

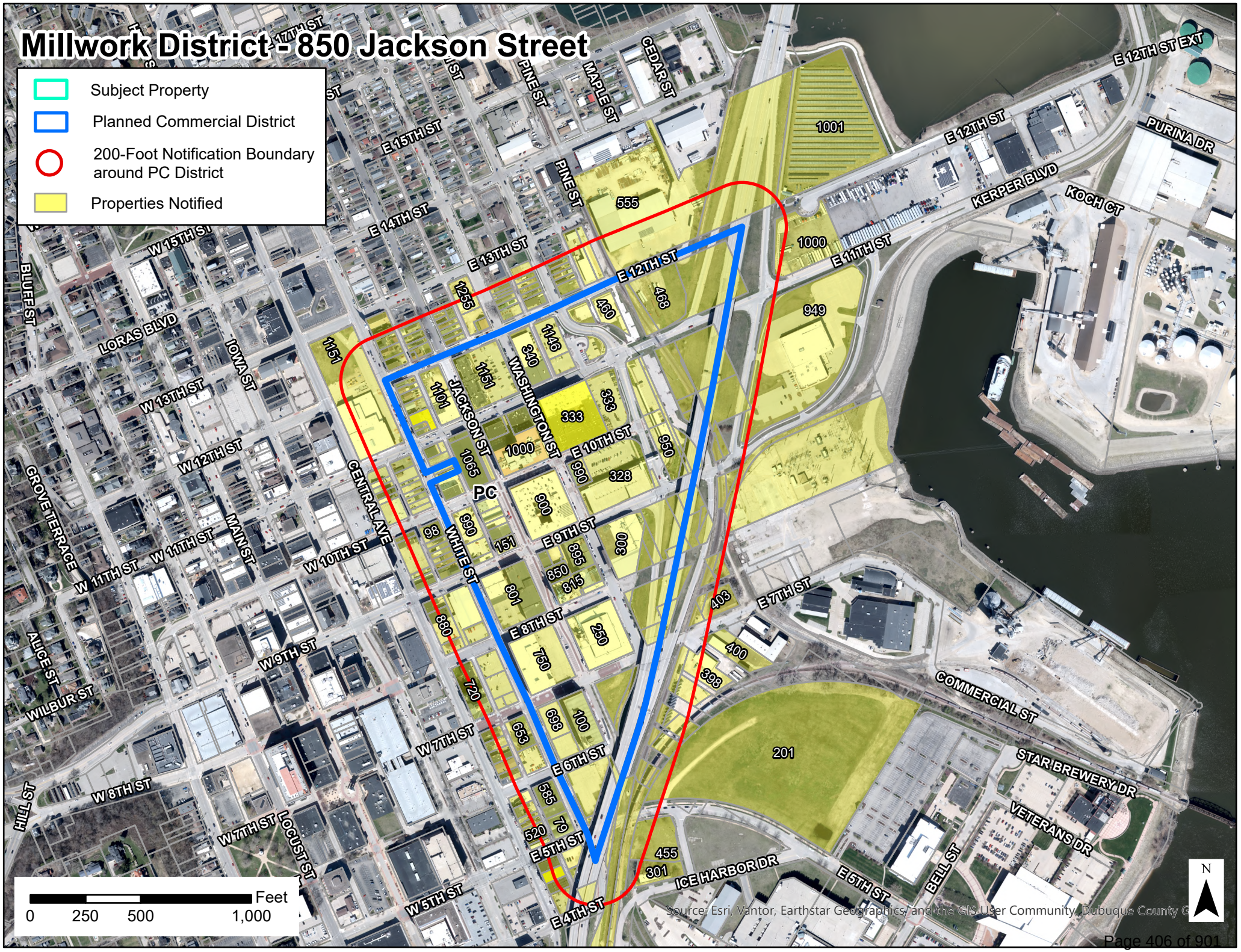
Millwork District PUD

Subject Property

0 200 400 800
Feet

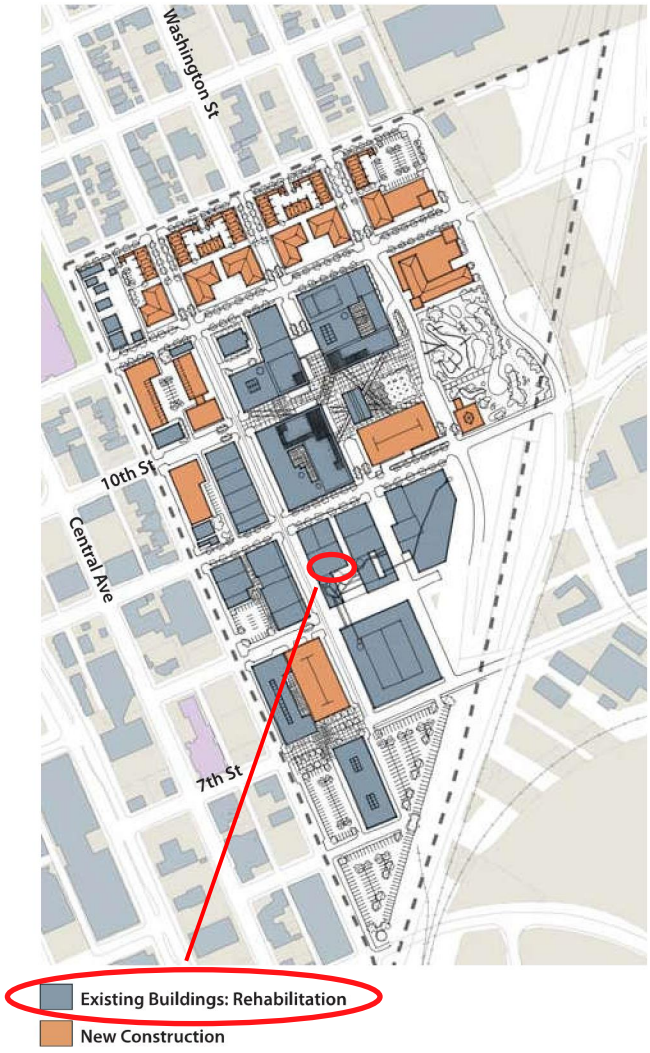
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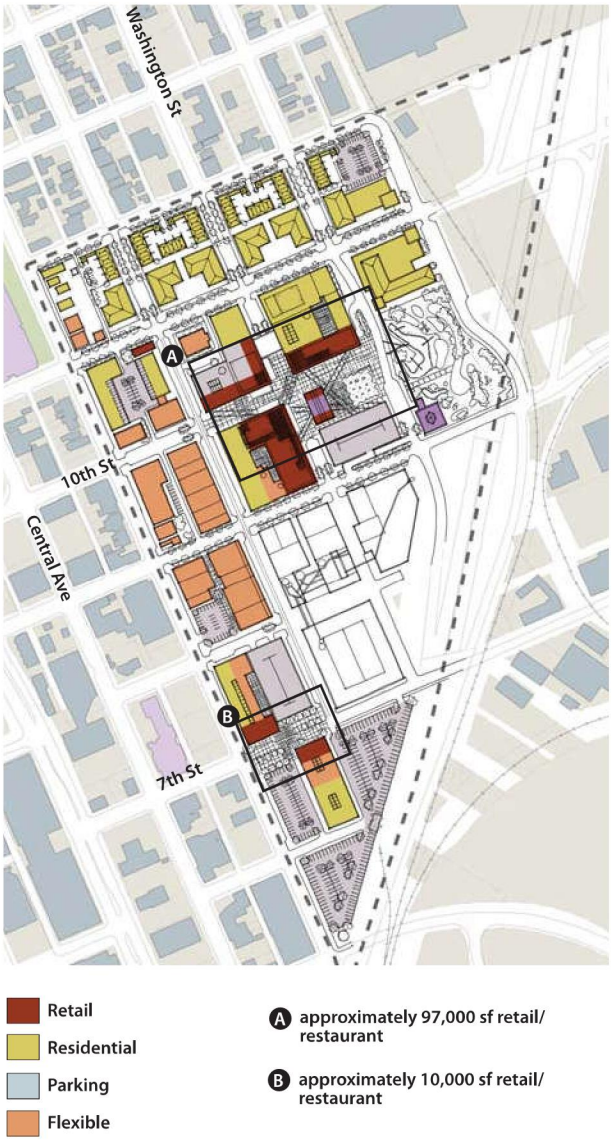

Millwork District - 850 Jackson Street
Subject Property
Planned Commercial District
200-Foot Notification Boundary around PC District
Properties Notified
PC
E 12TH ST EXT
E 12TH ST
PURINA DR
KERPER BLVD
KOCH CT
E 11TH ST
E 13TH ST
E 14TH ST
E 15TH ST
W 15TH ST
PINE ST
MAPLE ST
CEDAR ST
BLUFF ST
LORAS BLVD
IOWA ST
W 13TH ST
W 12TH ST
GROVE TERRACE
W 11TH ST
MAIN ST
CENTRAL AVE
W 10TH ST
JACKSON ST
WASHINGTON ST
E 10TH ST
WHITE ST
E 9TH ST
E 8TH ST
E 7TH ST
W 9TH ST
ALICE ST
WILBUR ST
W 8TH ST
W 7TH ST
E 6TH ST
HILL ST
LOCUST ST
E 5TH ST
W 5TH ST
E 4TH ST
ICE HARBOR DR
COMMERCIAL ST
STAR BREWERY DR
VETERANS DR
BELL ST
1001
1000
949
555
468
460
1255
1151
1146
340
1101
1065
333
328
950
990
900
880
801
815
850
895
303
403
400
398
250
750
720
698
100
653
585
79
520
455
301
201
Feet
0
250
500
1,000
N
Source: Esri, Vantor, Earthstar Geographics, and the GIS User Community, Dubuque County G

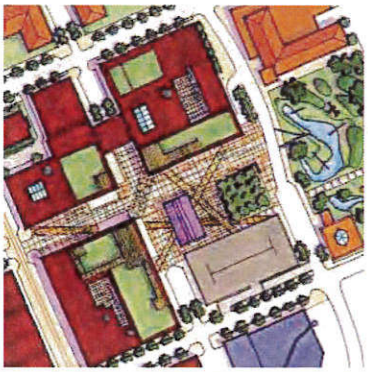
Land Use / Development Patterns

Rehabilitation and New Construction



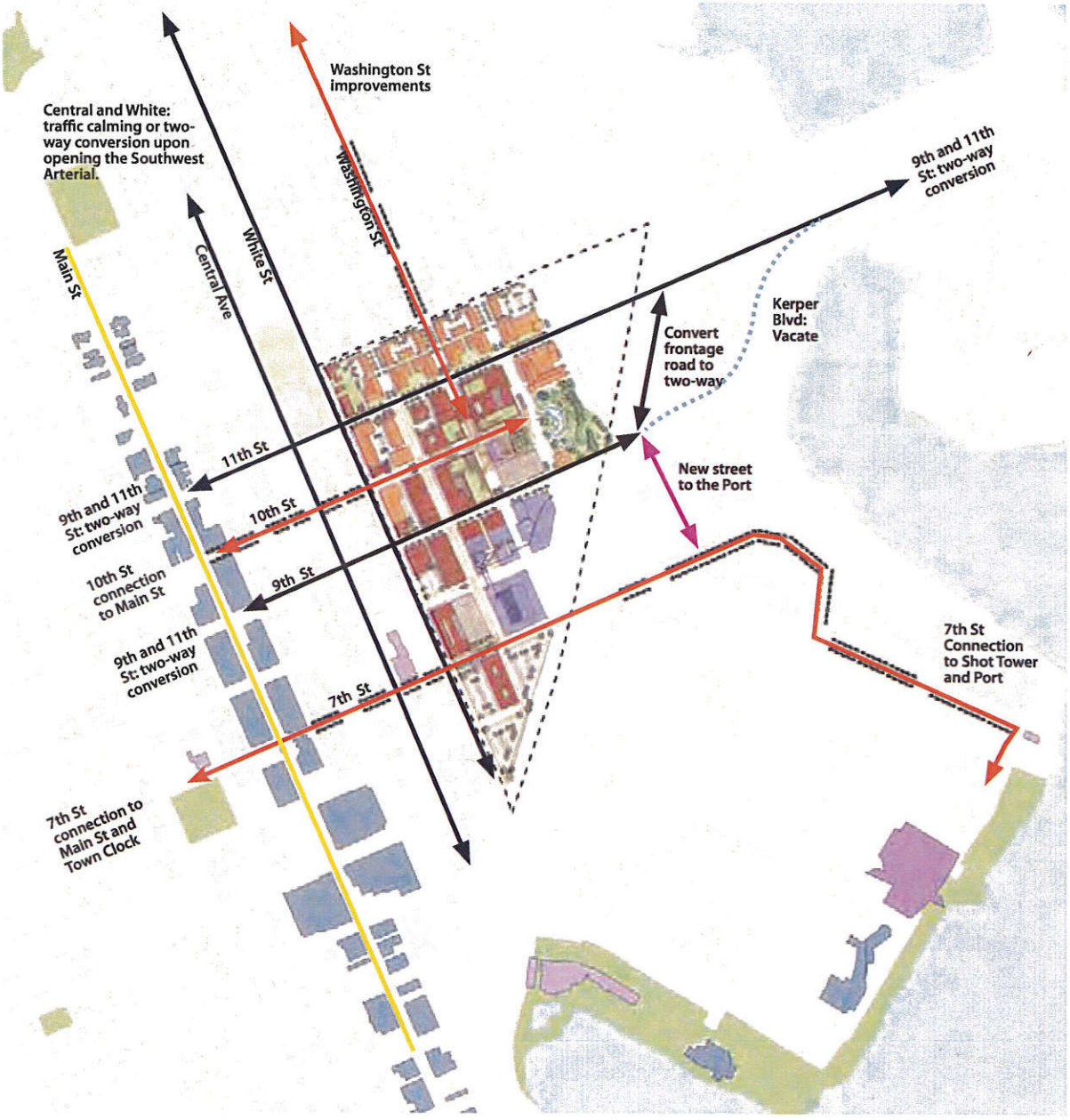
Ground Floor Uses



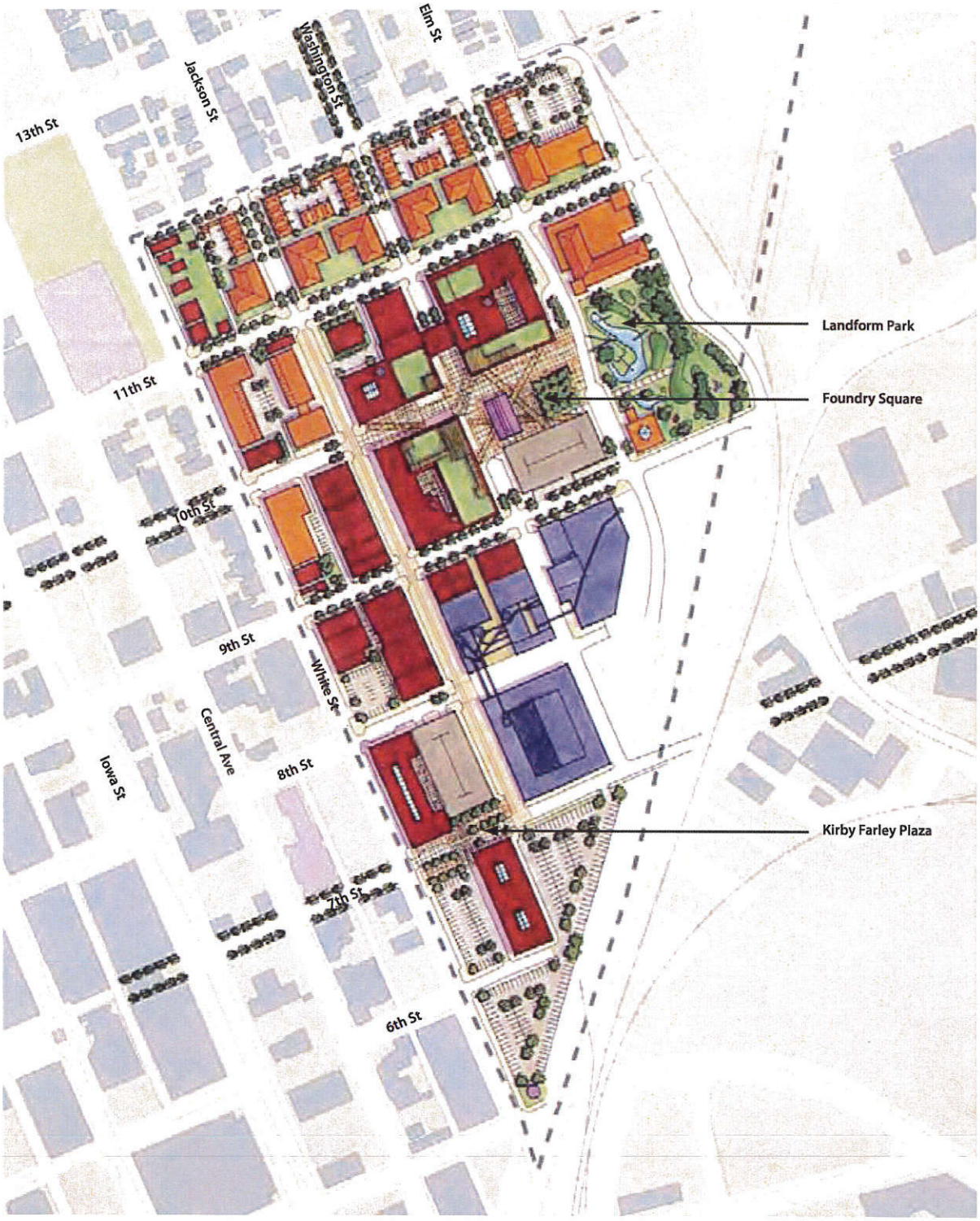


5. Development Summary

Context Plan: Off Site Improvements



Illustrative Master Plan



Places

Streets



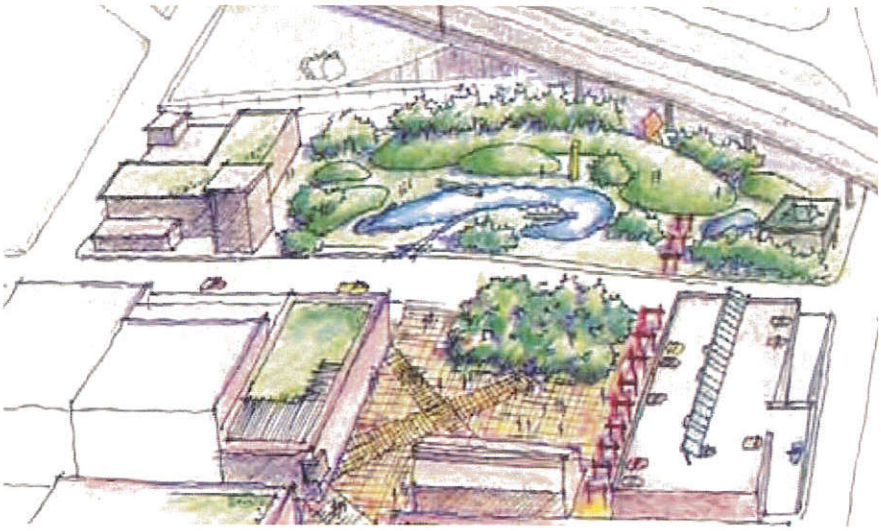
Jackson Street



10th Street

Places (continued)

Spaces



Landform Park



Foundry Square

Development Program



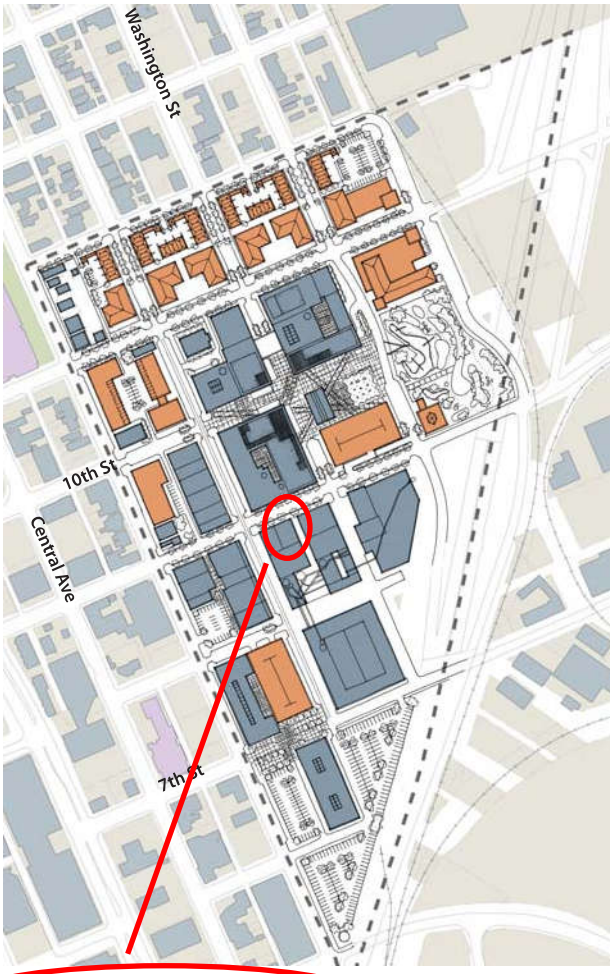
	Block	Name	Units(new)	Non Res sf	Parking
NORTH	A	Spahn and Rose	25	0	29
	B	Spahn and Rose	55	0	64
	C	Spahn and Rose	55	0	64
	D	Geisler	47	0	80
CENTRAL	E	Spahn and Rose	72	5,000	72
	F	Caradco	84	10,000	45
	G	Caradco	22	34,000	44
	H	new	64	30,000	150
	I	various	70	10,000	50
	J	Caradco	84	35,000	0
	K	Foundry Square	0	6,000	200
SOUTH	L	Wilmac*	40	57,000	28
	M	JELD-WEN	0	0	0
	N	Kirby*	50	70,000	344
	O	Farley Loetscher*	64	89,600	235
TOTAL			634	359,000	1468**

assumes 1/2 residential, 1/2 non residential, see page 71

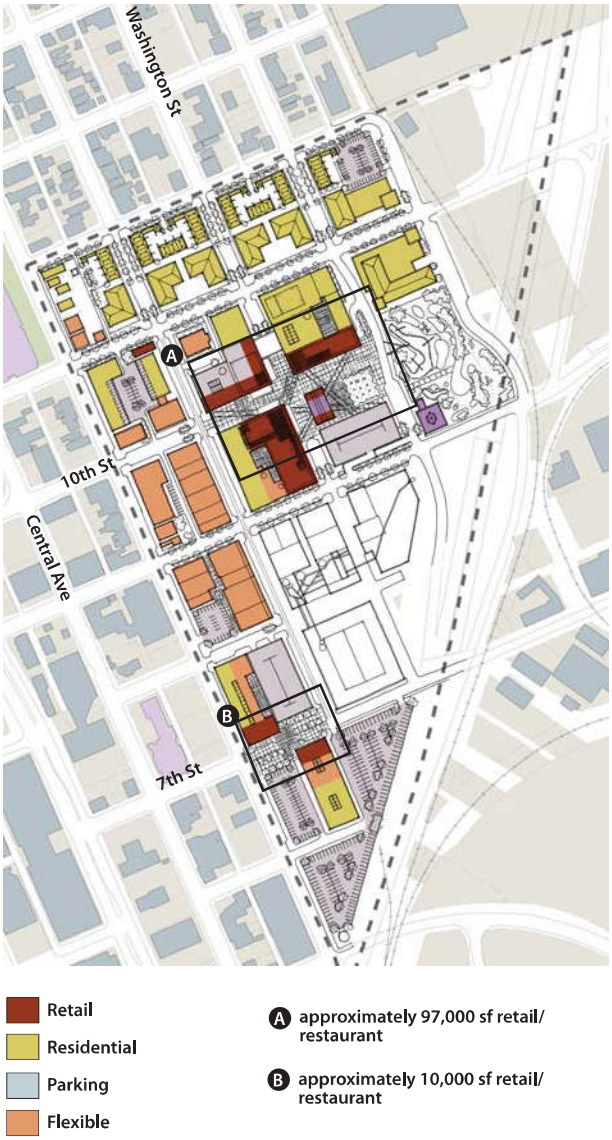
** (does not include on street parking)*

Land Use / Development Patterns

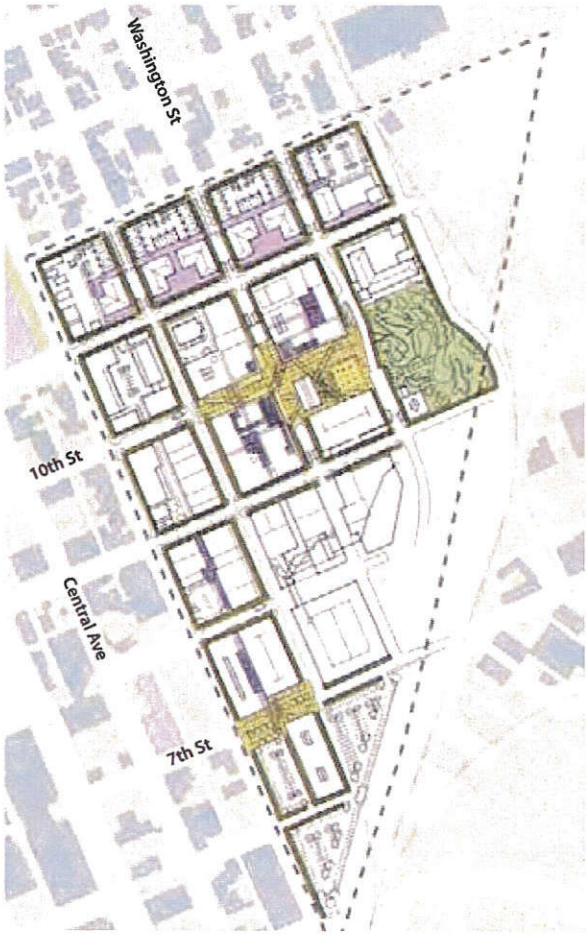
Rehabilitation and New Construction



Ground Floor Uses

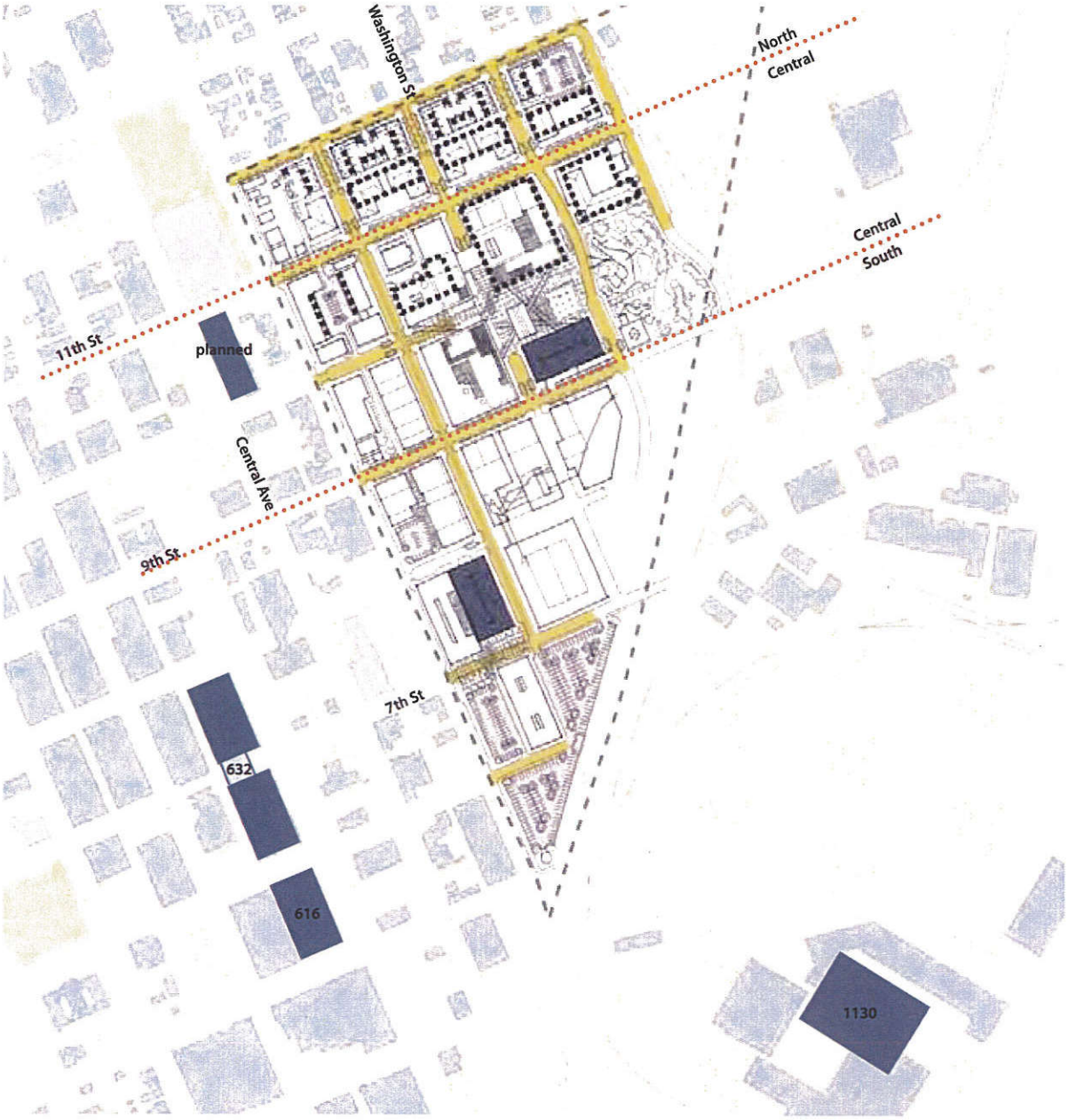


Open Space



- Sidewalks
- Plazas and Plaza Streets
- Courtyards/ Passages
- Stormwater Feature/Sculpture Park

Parking



On street
Structure
Surface Lot
In Building

Type	North	Central	South	TOTAL
on street	111	193	79	383
structure	0	200	344	544
surface lot	48	26	263	337
in building	165	421	0	586
	324	840	686	1850

Streets

Type of Investment



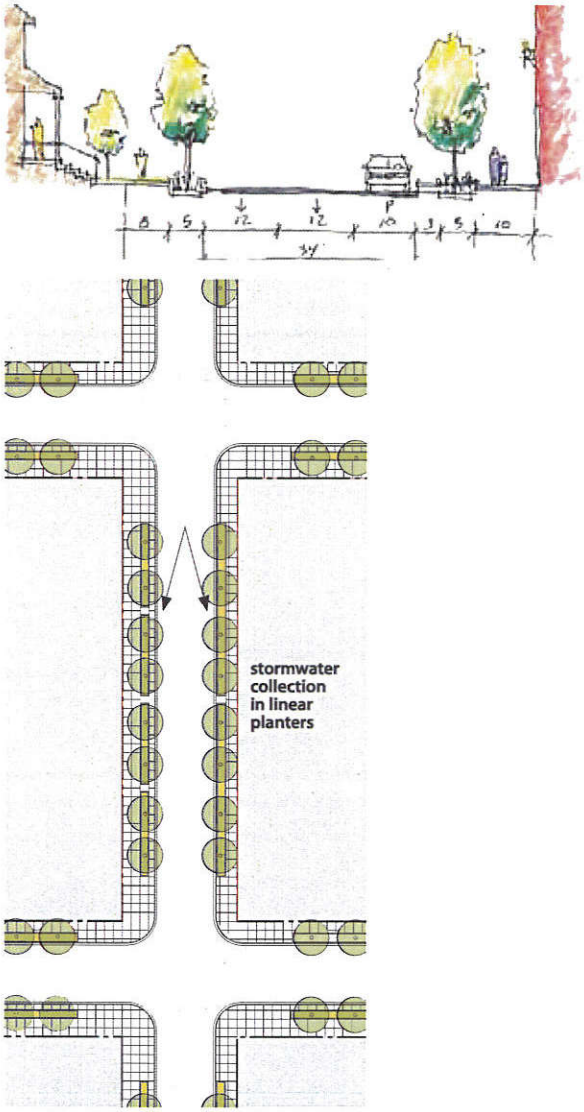
- Existing Streets: Full Reconstruction
- New Streets and New Right-of-Way
- Streetscape Improvements Only
- Jackson Street: Partial Reconstruction

Type of Street



- Green Street with Linear Stormwater Planters
- Green Streets with Stormwater Planters in Curb Extensions
- Plaza Street
- Jackson Street

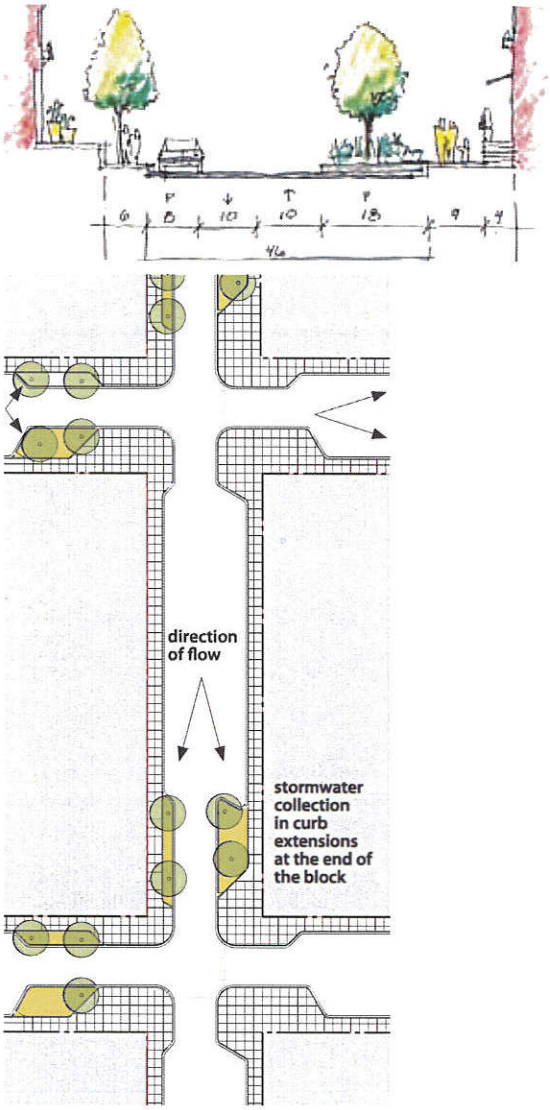
Streets with Linear Stormwater Planters





Linear planter

Streets with Stormwater Planters in Curb Extensions at the End of the Block



Phasing



Phase 1 A: Central



Phase 1 B: Central



Phase 2: South



Phase 3: North

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Planning Services Department
City Hall - 50 West 13th Street
Dubuque, IA 52001-4845
(563) 589-4210 phone
(563) 589-4221 fax
(563) 690-6678 TDD
planning@cityofdubuque.org

April 13, 2026

TO: Zoning Advisory Commission

FROM: Travis Schrobilgen, Assistant Planner

SUBJECT: Amendment of Historic Millwork District PUD Concept Plan to allow the removal of a portion of the building at 850 Jackson Street (PIN 10-24-484-003).

INTRODUCTION

The applicant, Matthew Lundh, is requesting to amend the Historic Millwork District (HMD) Planned Unit Development (PUD) Concept Plan to allow the removal of a portion of the building at 850 Jackson Street. The subject structure is a non-descript, cinder/concrete block, single-story garage. There is a pedestrian door and garage door on the front of the building facing Jackson Street and a few windows and a loading door at the rear.

DISCUSSION

The property consists of a two-story brick portion and a one-story block portion. The applicant is seeking to renovate the property at 850 Jacson Street. As part of that, they are proposing to demolish the one-story block portion. Demolition within the Historic Millwork District PUD must be consistent with the HMD Master Plan. The Master Plan identifies this structure as "existing building redevelopment" and was planned to be adaptively reused. Therefore, the Zoning Advisory Commission and City Council must review and approve an amendment to the governing ordinance to allow removal of the building which would effectively change it to ‘New Construction’.

Any redevelopment of the vacant lot created as a result of the demolition must conform to the Unified Development Code Site Design Standards, Downtown Design Guidelines, the HMD Master Plan, and the HMD Ordinance. The vacant lot cannot be used as a parking lot without City Council review and approval, and any such use would be a violation of city code.

Demolition of this nondescript one-story building would allow for a variety of developments to be proposed. Redevelopment of select properties within the HMD is compatible with the goals of the Historic Millwork District and is not expected to adversely impact surrounding properties or their future development.

RECOMMENDATION

City staff recommends that the Zoning Advisory Commission review the enclosed materials and make a recommendation regarding the amendment to the Historic Millwork District PUD Conceptual Plan to allow for the removal of the vacant portion of 850 Jackson Street (Parcel # 10-24-484-003).

Attachments

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

ORDINANCE NO. - 26

AN ORDINANCE AMENDING TITLE 16 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF DUBUQUE CODE OF ORDINANCES BY RESCINDING ORDINANCE 12-21 WHICH PROVIDES REGULATIONS FOR A PUD PLANNED UNIT DEVELOPMENT DISTRICT WITH A PLANNED COMMERCIAL DESIGNATION FOR THE HISTORIC. MILLWORK DISTRICT PUD AND NOW BEING AMENDED TO ALLOW THE REMOVAL OF A PORTION OF THE BUILDING AT 850 JACKSON STREET (PARCEL #10-24-484-003)

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

Section 1. That Title 16, the Unified Development Code of the City of Dubuque Code of Ordinances is hereby amended by rescinding Ordinance 12-21 which provides regulations for a Planned Unit Development District with a Planned Commercial designation for the Historic Millwork District, and now being amended to allow the removal of a portion of the building at 850 Jackson Street (Parcel #10-24-484-003), to wit:

A. Use Regulations
The following regulations shall apply to all uses made of land in the above-described PC Planned Commercial District:

Principal permitted uses: The following uses are permitted in the Historic Millwork District PUD:

1. Places of religious exercise or assembly.
2. Public, private or parochial school approved by State of Iowa (K-12).

3. Public or private park, golf course, or similar natural recreation area.
4. Railroad and public or quasi-public utility, including substation.
5. Residential use.
6. Housing for the elderly and persons with disabilities (not identified with (5) above).
7. Noncommercial art gallery.
8. Museum or library.
9. School of private instruction.
10. Private club.
11. General office.
12. Medical office or clinic.
13. Dental or medical lab.
14. Barber or beauty shop.
15. Hotel.
16. Shoe repair.
17. Laundry or drycleaner.
18. Bakery (wholesale or commercial).
19. Retail sales or service.
20. Indoor restaurant.
21. Bar or tavern.
22. Supermarket.
23. Tailoring or alterations.
24. Furniture or home furnishing.
25. Appliancel sales or service.
26. Animal hospital or clinic.
27. Laundromat.
28. Furniture upholstery or repair.
29. Artist studio.
30. Photographic studio.
31. Neighborhood shopping center.
32. Business services.
33. Department store.
34. Auditorium or assembly hall.
35. Indoor theater.
36. Bank, savings and loan, or credit union.
37. Indoor amusement center.
38. Vending or game machine sales and service.
39. Indoor recreation facility.

40. Mail order house.
41. Printing or publishing.
42. Parking structure.
43. Vocational school.
44. Business or secretarial school.
45. Passenger transfer facility.
46. Warehousing and storage facility.
47. Artisan production shop.

Accessory Uses: The following accessory uses are permitted in the Historic Millwork District PUD:

1. Any use customarily incidental and subordinate to the principal use it serves.
2. Boiler system in use as part of an industrial business or use.
3. Outdoor seating as part of an indoor restaurant, bar or tavern.

Conditional Uses: The following conditional uses are permitted in the Historic Millwork District PUD, subject to the provisions of Article 8 of the Unified Development Code that establishes requirements for application to the Zoning Board of Adjustment for a conditional use permit, and any other specific conditions listed below for a conditional use.

1. Drive-in or carry-out restaurant.
2. Drive-up automated bank teller.
3. Vehicle rental.
4. Construction supplies sales and service.
5. Contractor shop or yard.
6. Wholesale sale/distributor.
7. Agricultural supply sales.
8. Lumberyard or building materials.
9. Laboratory for research, development or engineering, provided that such use complies with all local, state, and federal regulations governing hazardous substances, hazardous conditions, hazardous wastes, and hazardous materials.
10. Freight transfer facility.
11. Moving or storage facility.
12. Millworking.

13. Manufacture, assembly, repair or storage of electrical or electronic products, components or equipment.

14. Manufacture or assembly of musical instruments; toys; watches or clocks; medical, dental, optical or similar scientific instruments; orthopedic or medical appliances; signs or billboards.

15. Manufacturing, compounding, assembly or treatment of articles or products from the following substances: clothing or textiles; rubber, precious or semiprecious stones or metals; wood; plastics; paper; leather; fiber; glass; hair; wax; metal; concrete; feathers; fur; cork; and celluloid or cellulose products.

16. District energy system.

17. Private energy generation facility.

18. Exterior storage.

19. Licensed child care centers, provided that:

    a. Such facility shall supply loading and unloading spaces so as not to obstruct public streets or create traffic or safety hazards;

    b. All licenses have been issued or have been applied for and are awaiting the outcome of the state's decision; and

    c. Such use shall not be located within the same structure as any gas station, bar/tavern, automated gas station or any facility selling, servicing, repairing, or renting vehicles.

    d. The conditional use applicant certifies that the premises on which the licensed child Icare center will be located Icomplies with, and will for so long the licensed child care center is so located, continue to comply with all local, state and federal regulations governing hazardous substances, hazardous conditions, hazardous wastes, and hazardous materials.

    e. If the applicant is subject to the requirements of Section 302 of the Superfund Amendments and Reauthorization Act of 1986, as amended, the Emergency Management Director shall certify whether the applicant has submitted a current inventory of extremely hazardous substances kept or stored on the premises. If any such extremely hazardous substances are kept or stored on the premises, the applicant shall also post in a conspicuous place on the premises a notice indicating a description of the extremely hazardous substances, and the physical and health hazards presented by such substance.

    f. Applicant shall submit an evacuation plan for approval by the City, bothI written and Idrawn, that details where the children will go in the Ievent of a hazardous materials incident. The plan shall

include a “house in place” scenario in which the children canI be kept safely within a room of the building that has no penetration to the outside (windows, doors, etc).

g. Applicant shall submit plans for approval by the City that indicate the installation of a main emergency shut-off switch for the heating, ventilation, and air conditioning (HVAC) system to minimize the infiltration risk of airborne hazardous materials.

20. Microbrewery, winery, and distillery, provided that:

a. Any products or wastes containing odor producing substances emanating from a building or property associated with a microbrewery, winery or distillery, in such concentrations to create a public nuisance, as established by the city manager, shall be prohibited.

b. The operation of a microbrewery, winery or distillery facility shall not cause any loud and excessive noise that result in annoyance or discomfort to a reasonable person.

B. Lot and Bulk Regulations

The following bulk regulations shall apply in the Historic Millwork District PUD, subject to the provisions of the Unified Development Code.

1. Setbacks:
   a. Front yard = 0 feet
   b. Side yard = 0 feet
   c. Rear yard = 0 feet

2. Buildings Height = no maximum.

3. New Construction Transition. New construction on the blocks between 12th Street and 11th Street should transition in scale from the Washington Neighborhood to the District PUD.

C. Sign Regulations

1. The number, size and location of signs in the Historic Millwork District PUD shall be regulated in accordance with Exhibit C and all other applicable regulations of Article 15 of the Unified Development Code.
2. A comprehensive sign plan is required as part of the sign permit submittal for all multi-tenant buildings.
3. Free-standing signs in the District PUD shall be monument-style signs.
4. The design of signage shall comply with the Downtown design guidelines for signs. Waiver requests from these guidelines shall be reviewed by the Historic Preservation Commission in accordance with the provisions of Article 10 of the Unified Development Code.

5. Variance requests from sign requirements established in Article 15 of the Unified Development Code shall be reviewed by the Zoning Board of Adjustment in accordance with Article 8 of the Unified Development Code.
6. Off-premise signs are prohibited in the Historic Millwork PUD.

D. Performance Standards

Creation of a viable, equitable, and livable mixed-use neighborhood in the Historic Millwork District PUD that includes residential, retail, office, commercial, and industrial uses requires both strategy and flexibility for its sustainability. The development and maintenance of uses in the Historic Millwork District PUD conceptually should follow the goals, objectives, and recommendations of the Historic Millwork District Master Plan, incorporated herein by reference and on file in the Planning Services Department. The development and maintenance of uses in the Historic Millwork District PUD shall be regulated as follows:

1. Conceptual Development Plan

    a. Referenced herein as Section 5. Development Summary of the Historic Millwork District Master Plan, and shown on Exhibit B, on file in the Planning Services Department, and made a part of this zoning reclassification by reference as the Conceptual Development Plan for the Historic Millwork District PUD.
    b. It is recognized that minor shifts or modifications to the general plan layout may be necessary and compatible with the need to acquire workable street patterns, grades, and usable building sites.
    c. The Land Use / Development Patterns depicted in the Historic Millwork District Master Plan for ground floor uses reflect a predominance of residential uses; however, for District sustainability, these ground floor uses shall be characterized by a flexible designation for the Historic Millwork District PUD Conceptual Development Plan as shown in Exhibit B.

2. Parking Regulations: Off-street parking is not required as part of the Historic Millwork District PUD. Off-street parking spaces may be provided in a building as an accessory use, subject to review and approval under Building, Fire, and other applicable City Codes. If a property owner chooses to provide surface off-street parking within the District PUD, the City Council must first approve the request and the following regulations shall apply:

    a. Parking lot design shall comply with the Downtown Design Guidelines for surface lots.
    b. All vehicle-related features shall be surfaced with standard or permeable asphalt, concrete, or pavers.
    c. Curbing and proper surface drainage of storm water shall be

provided.

d. All parking and loading spaces shall be delineated on the surfacing material by painted stripes or other permanent means.

e. The size and design of parking spaces shall be governed by applicable provisions of the unified Development Code enforced at the time of development of the lot.

f. The number, size, design, and location of parking spaces designated for persons with disabilities shall be according to the local, state, or federal requirements in effect at the time of development.

3. Parking Structures: Parking structures (ramps) are allowed in the Historic Millwork District PUD subject to City Council review and the following.

   a. Parking structures shall comply with the Downtown Design Guidelines for parking facilities.

   b. The size and design of parking spaces shall be governed by applicable provisions of the Unified Development Code enforced at the time of development.

   c. The number, size, design, and location of parking spaces designated for persons with disabilities shall be according to the local, state or federal requirements in effect at the time of development.

4. Site Lighting

   a. Exterior illumination of site features shall be limited to the illumination of the following:

      i. Parking areas, driveways, and loading facilities.

      ii. Pedestrian walkway surfaces and entrances to building.

      iii. Building exterior.

   b. Location and Design

      i. All exterior lighting luminaries shall be designed and installed to shield light from the luminaries at angles above 72 -degrees from vertical.

      ii. Fixtures mounted on a building shall not be positioned higher than the roofline of the building.

      iii. All electrical service lines to posts and fixtures shall be underground and concealed inside the posts.

      iv. The design of exterior lighting luminaries shall comply with he Downtown Design Guidelines for signs. Waiver requests from these guidelines shall be reviewed by the

Historic Preservation Commission in accordance with provisions of Article 10 of the Unified Development Code.

5. Open Space

   It is the intent of these regulations that the development of open spaces (if provided) shall reflect a high quality of environmental design. The following provisions shall apply.

   a. Open space plans are required as part of submittals for site plan review. Such plans are to include type, number, and size of proposed plantings, paving, and other open space amenities. Open space areas shall be designed in compliance with eh Downtown Design Guidelines and the Historic Millwork District Master Plan.
   b. Within one (1) year following completion of construction, or by the date that a building is issued an occupancy certificate by the Building Services Department of the City of Dubuque, whichever occurs first, required open space amenities shall be installed.

6. Stormwater Management: The developer shall be responsible for providing stormwater management in a means that is satisfactory to the City Engineer and consistent with the Historic Millwork District Master Plan. Sustainable, low impact development techniques for stormwater management approved by the City Engineer will be used where feasible. Other applicable regulations also enforced by the City Engineer relative to stormwater management and drainage shall apply to the subject property.

E. Exterior Trash Collection Areas

1. The storage of trash and debris shall be limited to that produced by the principal permitted use and accessory uses of the lot.

2. All exterior trash collection areas and the materials contained therein shall be visually screened from view. The screening shall be completely opaque fence, wall or other feature not exceeding a height of 10 feet measured from the ground level outside the line of the screen. Screens bult on sloping grades shall be stepped so that their top line shall be horizontal. All exterior entrances to a screened trash area shall be provided with a gate or door of similar design to that of the screen.

3. Exterior trash collection areas shall comply with the Downtown Design Guidelines for service areas.

F. Exterior Storage

a. Exterior storage is allowed in the Historic Millwork PUD District. Exterior storage areas shall comply with the Downtown Design Guidelines for service areas.

b. The use of semi-trailers and-or shipping containers for storage is prohibited.

2. Final site development plans shall be submitted in accordance with provisions of Article 12 and Article 13 of the Unified Development Code prior to construction or expansion of any

3. Retail uses should be clustered around each other and adjacent to public spaces, such as at the intersection to 10th and Washington Streets, in the Farley & Loetscher and Kirby Buildings along 7th Street, and in a highly visible commercial corridor at the east edge of the District along Elm Street.

4. Land uses should transition from industrial on the south to residential on the north, with new commercial or mixed-use buildings along the new block to be created by realigning Elm Street in accordance with the Historic Millwork District Master Plan.

G. Ordinance History

1. 20-10: Established Historic Millwork Planned Unit Development.
2. 38-13: Amendment for the new city parking lots on Elm Street between 11th and 12th Streets.
3. 10-15: Add Jeld-Wen/Stewart property to District.
4. 75-15: Amendment for new parking lot for Tru Fitness.
5. 19-16: Amendment to include microbrewery, winery, and distillery as a conditional use.
6. 13-18: Amendment for new City parking lot at 1146 Elm Street.
7. 30-19: Amendment to allow the removal of the Quonset hut at 902 White Street and the installation of a new surface parking lot at 902 and 990 White Street.
8. **12-21: Amended the PUD to allow the removal of the building behind 898 Jackson Street (Parcel #10-24-484-002).**

F. Other Codes and Regulations

1. Service Lines. All electric, telephone, cable, or other similar utility lines serving the building and other site features shall be located underground, where feasible.

2. These regulations do not relieve the owner from other applicable city, county, state or federal codes, regulations, laws and other controls relative to the planning, construction, operation and management of property within the city of Dubuque.

H. Transfer of Ownership
Transfer of ownership or lease of property in this PUD District shall include in the transfer or lease agreement a provision that the purchaser or lessee acknowledges awareness of the conditions authorizing the establishment of the PUD District.

I. Recording
A copy of this PUD Ordinance shall be recorded, at the expense of the property owner, with the Dubuque County Recorder as a permanent record of the conditions accepted as a part of this reclassification approval. This ordinance shall be binding upon the undersigned and his/her heirs, successors, and assigns.

Section 3. The foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 4. The foregoing amendment shall take effect upon publication, as provided by law.

Passed, approved and adopted this day of , 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish L. Gleason, Assistant City Clerk

Copyrighted
April 20, 2026

City of Dubuque
City Council

PUBLIC HEARINGS # 2.

ITEM TITLE:	Request to Vacate and Dispose of Portions of an Interest in City Owned Property by Development Agreement with Dubuque Museum of Art
SUMMARY:	Proof of Publication on notice of public hearing to consider approval of the proposed Development Agreement between the City of Dubuque and Dubuque Museum of Art, and the vacating and disposal of the City Lots 623B, 648A,648B, and Lot 2 of Woodward Place, in the City of Dubuque, to Dubuque Museum of Art, be approved through the adoption of the enclosed resolution and City Manager recommending approval. RESOLUTION Approving the Vacation and Disposal of an Interest in Real Property Owned by the City of Dubuque by Sale Pursuant to a Development Agreement by and between the City of Dubuque and Dubuque Museum of Art
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Petition to Vacate and Dispose for vacating petition with Dubuque Museum of Art
2. 1 DUMA memo hold PH 04082026
3. 2 Resolution Disposing Interest - Approving DUMA DA 04082026 bal
4. 3 duma row vacation plat recorded
5. 4 resolution Set PH Vacating Petition (Agreement with Dubuque Museum of Art)
6. 5 DUMA DA fully executed

THE CITY OF DUBUQUE
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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Petition to Vacate and Dispose of Portions of the West 7th Street and Bluff Street right of way and of the alley right of way in the block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street in the City of Dubuque, Iowa
For Vacating Petition (Agreement Between City of Dubuque and Dubuque Museum of Art)

DATE: April 15, 2026

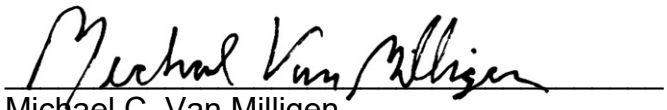
City Engineer Gus Psihoyos is recommending City Council approval of the proposed Development Agreement between the City of Dubuque and Dubuque Museum of Art, and the vacating and disposal of the City Lots 623B, 648A,648B, and Lot 2 of Woodward Place, in the City of Dubuque, to Dubuque Museum of Art, be approved through the adoption of the enclosed resolution.

The portions of the street and alley right of way areas to be vacated and disposed of are located in the Greater Downtown Urban Renewal District. Per the adopted Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District, the disposition of properties for private development purposes in the district requires special competitive bidding procedures, which would apply to the subject street and alley right of way areas. The accompanying resolution and notice document has been prepared to applicable public notice and disposition requirements.

The City Council approved the platting of City Lots 623B, 648A,648B, and Lot 2 of Woodward Place, in the City of Dubuque and the setting of a public hearing for the approval of the development agreement and the vacation and disposal of the property at its March 16, 2026 meeting. A copy of the recorded vacation plat and the public hearing resolution are attached to this memo.

On March 20, 2026, notice of the April 20, 2026, public hearing was published in compliance with Iowa Code it then provided other potential developers the opportunity to bring forward a competing proposal for development of the property. If a competing proposal was received, the City Council could consider the two proposals and select the proposal it determines is in the best interest of the community. No competing proposals were submitted as of 10:00 a.m. on April 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
Gus Psihoyos, City Engineer
Nate Kieffer, CE III, PE/PLS
Jill Connors, Economic Development Director

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Petition to Vacate and Dispose of Portions of the West 7th Street and Bluff Street right of way and of the alley right of way in the block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street in the City of Dubuque, Iowa
For Vacating Petition (Agreement Between City of Dubuque and Dubuque Museum of Art)

DATE: April 8, 2026

INTRODUCTION

This is in response to a request from property owner Dubuque Museum of Art (DUMA) for the vacating of portions of the West 7th Street and Bluff Street right of way and of the alley right of way in the block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street, and between City Lots 648 thru 652 and City Lots 623 thru 627 in the City of Dubuque, Iowa, said right of way areas are legally described as City Lots 623B, 648A,648B, and Lot 2 of Woodward Place, in the City of Dubuque, adjacent to the DUMA property in the City of Dubuque, Iowa.

BACKGROUND

The City of Dubuque has entered into a tentative agreement (see fully executed agreement attached) with DUMA for the sale of City owned property in order to accommodate the construction of the proposed Dubuque Museum of Art building and campus improvements. As part of that tentative agreement, the property owner is responsible for the surveying and platting of the proposed division of the property and right of way vacation as well as all costs for publication and filing fees.

DISCUSSION

At its March 2, 2026 meeting, the City Council approved the plat and accepted the dedication of the streets and alley right of ways in and around the DUMA block, from DUMA and Cottingham and Butler Daycare, and is now fee owner of those right of way areas. The attached plat shows the portions of those street and alley right of way areas proposed to be vacated and conveyed back to DUMA. The portions of the street and alley right of way areas to be vacated are to be known as City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa. The street and alley right of way areas to be vacated need to be platted. Buesing and Associates, Inc. has prepared the attached vacation plat.

The portions of the street and alley right of way areas to be vacated and disposed of are located in the Greater Downtown Urban Renewal District. Per the adopted Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District, the disposition of properties for private development purposes in the district requires special competitive bidding procedures, which would apply to the subject street and alley right of way areas. The accompanying resolution and notice document has been prepared to applicable public notice and disposition requirements.

The City Council approved the platting of City Lots 623B, 648A,648B, and Lot 2 of Woodward Place, in the City of Dubuque and the setting of a public hearing for the approval of the development agreement and the vacation and disposal of the property at its March 16, 2026 meeting. A copy of the recorded vacation plat and the public hearing resolution are attached to this memo.

RECOMMENDATION

I am recommending approval of the development agreement and vacating and disposal of City Lots 623B, 648A,648B, and Lot 2 of Woodward Place, in the City of Dubuque.

ACTION TO BE TAKEN

I respectfully request that the development agreement with Dubuque Museum of Art, and the vacating and disposal of the City Lots 623B, 648A,648B, and Lot 2 of Woodward Place, in the City of Dubuque, to Dubuque Museum of Art, be approved through the adoption of the enclosed resolution.

Prepared by Nate Kieffer, CE III, PE/PLS

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270
Return to: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270

RESOLUTION NO. _____-26

APPROVING THE VACATION AND DISPOSAL OF AN INTEREST IN REAL PROPERTY OWNED BY THE CITY OF DUBUQUE BY SALE PURSUANT TO A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND DUBUQUE MUSEUM OF ART

WHEREAS, the City Council of Dubuque, Iowa, did on April 21, 2025, adopt an Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District ("the Plan") for the Urban Renewal Area described therein; and

WHEREAS, the City of Dubuque, Iowa, is interested in stimulating reinvestment in the Greater Downtown Urban Renewal District; and

WHEREAS, the Plan provides, among other things, for the disposition of properties for private development purposes; and

WHEREAS, Dubuque Museum of Art ("Developer") has submitted to the City a proposal in the form of an agreement (the "Development Agreement") for the purchase of certain City-owned real property hereinafter described ("the Property"), which Development Agreement proposes the Developer will undertake the redevelopment of the Dubuque Museum of Art campus at 701 Locust Street as described therein, which Property is the real estate consisting of approximately 0.200 acres in total of street and alley right of way as shown on Exhibit A, known as City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa, and which Development Agreement requests that this Property be made available for sale as rapidly as possible; and

WHEREAS, Iowa Code Chapter 403 authorizes cities to dispose of property in furtherance of an urban renewal project and to take other actions as may be necessary to carry out the purposes of said Chapter, and the Plan similarly authorizes the City to dispose of property; and

WHEREAS, in compliance with Iowa Code Section 403.8, and to the extent required by law, Iowa Code Section 364.7, the City Council has set forth its proposal to dispose of its interests in the Property and the City Clerk published a notice on March 20, 2026, as required by law soliciting competitive proposals for the Property; and

WHEREAS, as of 10:00 a.m. on April 20, 2026, the City Clerk received no competitive proposals for the Property; and

WHEREAS, pursuant to resolution and published notice of time and place of hearing, published in the Telegraph Herald, a newspaper of general circulation published in the City of Dubuque, Iowa on the 20th day of March, 2026, the City Council of the City of Dubuque, Iowa met 20th day of April, 2026, at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor), 350 West 6th Street, Dubuque, Dubuque County, Iowa to consider the proposal for the sale of the Property; and

WHEREAS, the City Council believes it is in the best interest of the City of Dubuque to approve the Development Agreement proposed by Dubuque Museum of Art and the sale of the Property as provided in the Development Agreement.

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

Section 1. The Council finds that the transfer of the Property will promote the purposes of the urban renewal law, Iowa Code Ch. 403 in the City and, together with the other consideration provided for in the Agreement, that these benefits constitute fair value for the City's disposal of interests in the Property under Iowa Code Section 403.8.

Section 2. The vacation of City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa, and the Development Agreement between the City and Dubuque Museum of Art including the sale of the Property as provided therein, are hereby approved.

Section 3. The Mayor is authorized and directed to execute said Development Agreement on behalf of the City of Dubuque.

Section 4. That the Mayor be authorized and directed to execute a Quit Claim Deed, and the City Clerk be and is hereby authorized and directed to deliver said deed of conveyance to Dubuque Museum of Art.

Passed, approved and adopted this 20th day of April, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish L. Gleason, Assistant City Clerk

Plat of Survey (Vacation) of:
CITY LOTS 648C, 648D, AND LOT 1B & 2A OF WOODWARD PLACE
in the City of Dubuque, Iowa

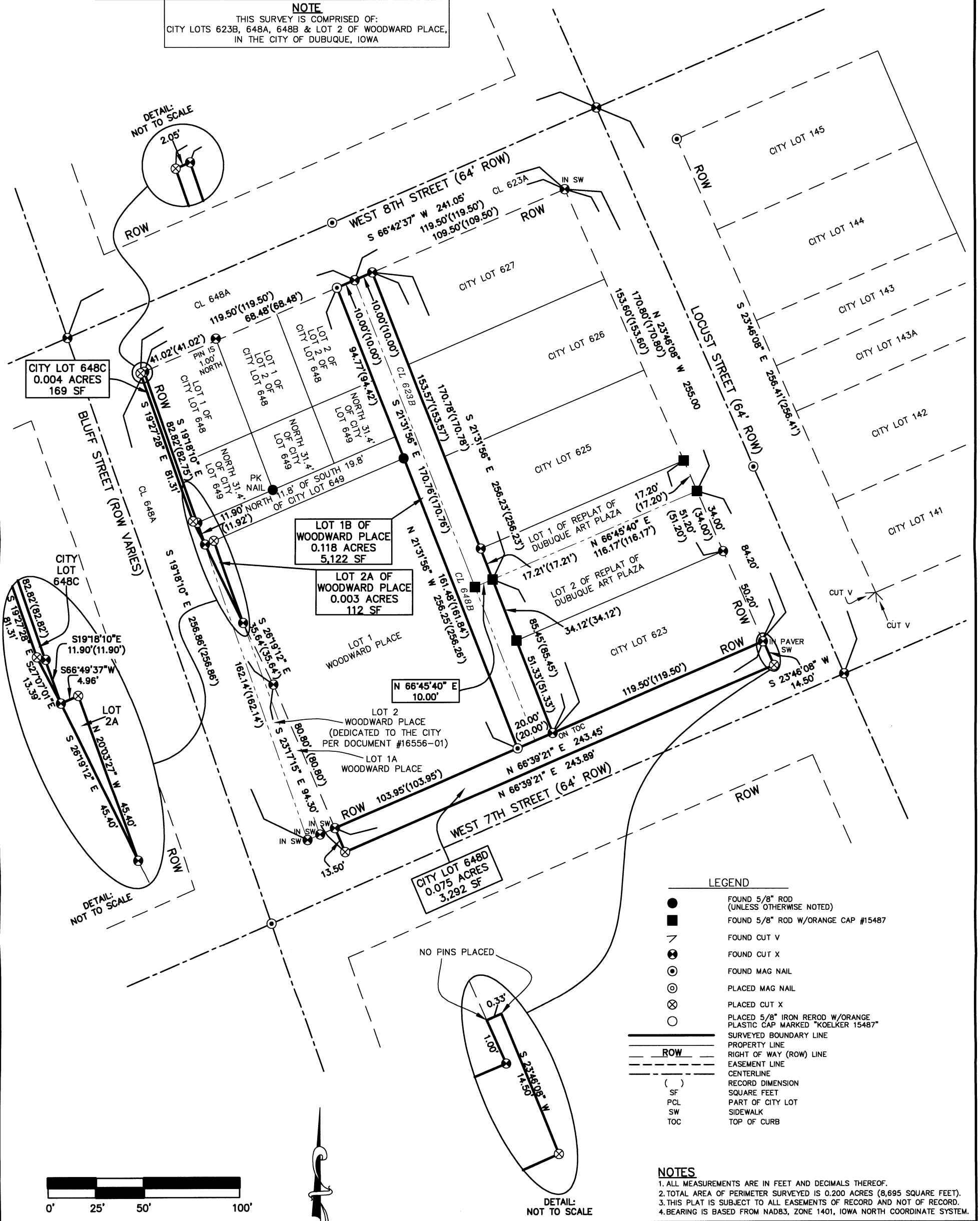
Doc ID: 011485240007 Type: GEN
Kind: VACATION
Recorded: 03/17/2026 at 04:23:31 PM
Fee Amt: $37.00 Page 1 of 7
Dubuque County Iowa
Ann E. Sweeney Recorder
File 2026-00002634

PREPARED BY: TERRY L. KOELKER, BUESING & ASSOCIATES
1212 LOCUST STREET, DUBUQUE, IOWA

INDEX LEGEND

Location: City Lots 648C, 648D, and Lot 1B & 2A of Woodward Place, in the City of Dubuque, Iowa
NE1/4 of Section 25, T89N, R2E of the 5th P.M., Dubuque County, Iowa
Requestor: Nate Kieffer - City of Dubuque
Proprietors of City Lot 623B, 648A, 648B, & Lot 2 of Woodward Place:
City of Dubuque 50 W 13th St. Dubuque, IA 52001
Surveyor: Terry L. Koelker - tlkoelker@buesing.com
Company: Buesing & Associates, Inc.
1212 Locust St., Dubuque, IA 52001 (563) 556-4389
Return To: Buesing and Associates, 1212 Locust St. Dubuque, IA 52001

NOTE
THIS SURVEY IS COMPRISED OF:
CITY LOTS 623B, 648A, 648B & LOT 2 OF WOODWARD PLACE,
IN THE CITY OF DUBUQUE, IOWA



LEGEND

●	FOUND 5/8" ROD (UNLESS OTHERWISE NOTED)
■	FOUND 5/8" ROD W/ORANGE CAP #15487
⩘	FOUND CUT V
⊗	FOUND CUT X
⊙	FOUND MAG NAIL
◎	PLACED MAG NAIL
⊗	PLACED CUT X
○	PLACED 5/8" IRON REROD W/ORANGE PLASTIC CAP MARKED "KOELKER 15487"
———	SURVEYED BOUNDARY LINE
———	PROPERTY LINE
ROW	RIGHT OF WAY (ROW) LINE
- - - -	EASEMENT LINE
—·—	CENTERLINE
( )	RECORD DIMENSION
SF	SQUARE FEET
PCL	PART OF CITY LOT
SW	SIDEWALK
TOC	TOP OF CURB

0' 25' 50' 100'
SCALE: 1" = 50'

NOTES
1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF PERIMETER SURVEYED IS 0.200 ACRES (8,695 SQUARE FEET).
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.

LICENSED LAND SURVEYOR TERRY L. KOELKER 15487 IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

TERRY L. KOELKER
LICENSE NUMBER 15487
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2026

2/18/26
(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 & JJL	CHECKED BY: TLK
SURVEY DATE: 3/02/2023	PLOT DATE: 02/10/2026
DWG. NO. 25197-01 VAC	SCALE: 1" = 50'

SHEET 1 OF 5

City Engineer

Surveyor's Certificate

Dubuque, Iowa

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:

City Lots 623B, 648A, 648B, & Lot 2 of Woodward Place, 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 **CITY LOTS 648C, 648D, AND LOT 1B & 2A OF WOODWARD PLACE** in the City of Dubuque, Iowa. Total area of **CITY LOTS 648C, 648D, AND LOT 1B & 2A OF WOODWARD PLACE** is 0.200 acres (8,695 square feet). Total area of **CITY LOTS 648C** is 0.004 acres (169 square feet). Total area of **CITY LOT 648D** is 0.075 acres (3,292 square feet). Total area of **LOT 1B OF WOODWARD PLACE** is 0.118 acres (5,122 square feet). Total area of **LOT 2A OF WOODWARD PLACE** is 0.003 acres (112 square feet). 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.

BY: _____

Terry L. Koelker
Licensed Land Surveyor
License No. 15487

2/18/26
Date

License Renewal Date: 12/31/26

Owner's Consent

Dubuque, Iowa

March 17, 2026

The foregoing Plat of Survey (Vacation) of: **CITY LOTS 648C, 648D, AND LOT 1B & 2A OF WOODWARD PLACE,** in the City of Dubuque, Iowa, is made with the free consent and in accordance with the desires of the undersigned owners and proprietors of said real estate. **CITY LOTS 648C, 648D, AND LOT 1B & 2A OF WOODWARD PLACE,** in the City of Dubuque, Iowa to be vacated.

David T Resnick

Mayor Pro Tem ~~Mayor~~ of the City of Dubuque, IA

Adrienne Breitfelder

City ~~Acting~~ Clerk of the City of Dubuque, IA

State of Iowa)
)
County of Dubuque) ss:

On this 17 day of March, A.D. 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared ~~Brad Cavanagh~~* is the ~~Mayor~~** and Adrienne N. Breitfelder is the ~~Acting~~ Clerk for the City of Dubuque, Iowa me personally known, who being by me duly sworn did say that said ~~Brad Cavanagh~~* and Adrienne N. Breitfelder that the above instrument was signed on behalf of said Corporation by authority of its Board of Directors, and that said ~~Brad Cavanagh~~* is the ~~Mayor~~** and Adrienne N. Breitfelder is the ~~Acting~~ Clerk for the City of Dubuque, Iowa acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation by it voluntarily executed.

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

Tusdee Lynn Blus

Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
TUSDEE LYNN BLUS
Commission Number 842479
My Comm. Exp. 9/20/2027

*David T. Resnick

**Mayor Pro Tem

City of Dubuque Planning Services

Dubuque, Iowa March 16, 2026

The foregoing Plat of Survey (Vacation) of: **CITY LOTS 648C, 648D, AND LOT 1B & 2A OF WOODWARD PLACE,** 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.

Planning Services Department

City Planner of the City of Dubuque, IA

City of Dubuque, Iowa

Dubuque, Iowa March 17, 2026

The undersigned, ~~Brad Cavanagh~~*, is the ~~Mayor~~** and Adrienne N. Breitfelder is the Clerk of the City of Dubuque, Iowa, do hereby certify that the foregoing Plat of Survey (Vacation) of: **CITY LOTS 648C, 648D, AND LOT 1B & 2A OF WOODWARD PLACE,** in the City of Dubuque, Iowa, on March 16, 2026 as resolution # 79-26 and that the City Council of the City of Dubuque, Iowa approves said plat.

Mayor Pro Tem ~~Mayor~~ of the City of Dubuque, IA

Clerk of the City of Dubuque, IA

*David T. Resnick
**Mayor Pro Tem

City Assessor's Certificate

Dubuque, Iowa March 17, 2026

The foregoing Plat of Survey (Vacation) of: **CITY LOTS 648C, 648D, AND LOT 1B & 2A OF WOODWARD PLACE,** in the City of Dubuque, Iowa was entered of record in the Office of the City Assessor of the County of Dubuque, Iowa, on the date first written above.

City Assessor of Dubuque County

County Auditor's Certificate

Dubuque, Iowa

March 17, 2026

The foregoing Plat of Survey (Vacation) of: **CITY LOTS 648C, 648D, AND LOT 1B & 2A OF WOODWARD PLACE,** in the City of Dubuque, Iowa was entered of record in the Office of the Dubuque County Auditor this 17 day of March, 2026.

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

Keith Lucas
County Auditor of Dubuque, Iowa

by Jill Klapperich

Recorder's Certificate

Dubuque, Iowa

March 17, 2026

The foregoing Plat of Survey (Vacation) of: **CITY LOTS 648C, 648D, AND LOT 1B & 2A OF WOODWARD PLACE,** in the City of Dubuque, Iowa has been reviewed by the Dubuque County Recorder.

Dubuque County Recorder

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270
Return to: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270

RESOLUTION NO. 79-26

RESOLUTION APPROVING THE PLAT OF SURVEY FOR PROPOSED VACATED STREETS AND ALLEY RIGHT OF WAY AREAS IN PARTS OF CITY LOTS 623B, 648A, 648B, AND LOT 2 OF WOODWARD PLACE, IN THE CITY OF DUBUQUE, IOWA

Whereas, there has been presented to the City Council of the City of Dubuque, Iowa, a plat dated February 18, 2026 prepared by Buesing and Associates, Inc., showing the proposed vacated portions of City Lots 623B, 648A, 648B, and Lot 2 of Woodward Place, in the City of Dubuque, Iowa, said vacated portions to be hereafter known as City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa ; and

Whereas, said plat conforms to the laws and statutes pertaining thereto.

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

Section 1. That the plat dated February 18, 2026, prepared by Buesing and Associates, Inc., relative to the real estate hereinabove described be and the same is hereby approved, and the Mayor and City Clerk be and they are hereby authorized and directed to execute said plat for and on behalf of the City of Dubuque, Iowa.

Section 2. That the City Clerk be and is hereby authorized and directed to file said plat and certified copy of this resolution in the office of the Recorder in and for Dubuque County, Iowa.

Passed, approved and adopted this 16th day of March, 2026.

David T. Resnick, Mayor Pro Tem

Attest:

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. 79-26** 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 17th day of March 2026.

Adrienne Breitfelder
Adrienne N. Breitfelder, City Clerk

(SEAL)

Copyrighted
March 16, 2026

City of Dubuque
City Council

ITEMS SET FOR PUBLIC HEARING # 3.

ITEM TITLE:	Setting a Public Hearing - Petition to Vacate and Dispose of Portions of the West 7th Street and Bluff Street right of way and of the alley right of way in the block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street in the City of Dubuque, Iowa For Vacating Petition (Agreement between City of Dubuque and Dubuque Museum of Art)
SUMMARY:	City Manager recommending City Council set a public hearing for April 20, 2026, for the vacation of and disposal of city interest in the right of way property described as City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa through adoption of the enclosed resolution, and according to the Development Agreement with adjacent property owner Dubuque Museum of Art. **RESOLUTION** (1) Approving The Minimum Requirements, Competitive Criteria, And Offering Procedures For The Development And The Sale Of Certain Real Property And Improvements In The Greater Downtown Urban Renewal District; (2) Determining That The Offer To Purchase Submitted By Dubuque Museum Of Art Satisfies The Offering Requirements With Respect To The Real Property And Declaring The Intent Of The City Council To Approve The Development Agreement And Sale To Dubuque Museum Of Art In The Event That No Competing Proposals Are Submitted; (3) Declaring The Intent To Vacate And Dispose Of Parts Of City Street Right Of Way Being City Lots 623B, 648A, 648B, And Lot 2 Of Woodward Place, In The City Of Dubuque, Iowa, To Be Known City Lots 648C, 648D, AND LOT 1B AND 2A Of Woodward Place, In The City Of Dubuque, Iowa And (4) Soliciting Competing Proposals
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s), Set Public Hearing for April 20, 2026

ATTACHMENTS:

1. MVM Memo Setting a Public Hearing - Petition to Vacate and Dispose of Portions of the West 7th Street and Bluff Street right of way DUMA
2. 1 duma row vacate memo set PH 03092026
3. 2 30 day disposition Resolution Setting Public Hearing duma 03112026 bal2

4. 3 duma vacate plat signed
5. 4 DUMA DA fully executed

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Setting a Public Hearing - Petition to Vacate and Dispose of Portions of the West 7th Street and Bluff Street right of way and of the alley right of way in the block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street in the City of Dubuque, Iowa
For Vacating Petition (Agreement Between City of Dubuque and Dubuque Museum of Art)

DATE: March 11, 2026

City Engineer Gus Psihoyos is recommending City Council set a public hearing for April 20, 2026, for the vacation of and disposal of city interest in the right of way property described as City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa through adoption of the enclosed resolution, and according to the Development Agreement with adjacent property owner Dubuque Museum of Art.

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
Nate Kieffer, PE/PLS

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Setting a Public Hearing - Petition to Vacate and Dispose of Portions of the West 7th Street and Bluff Street right of way and of the alley right of way in the block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street in the City of Dubuque, Iowa
For Vacating Petition (Agreement Between City of Dubuque and Dubuque Museum of Art)

DATE: March 10, 2026

INTRODUCTION

This is in response to a request from property owner Dubuque Museum of Art (DUMA) for the vacating of portions of the West 7th Street and Bluff Street right of way and of the alley right of way in the block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street, and between City Lots 648 thru 652 and City Lots 623 thru 627 in the City of Dubuque, Iowa, said right of way areas are legally described as City Lots 623B, 648A,648B, and Lot 2 of Woodward Place, in the City of Dubuque, adjacent to the DUMA property in the City of Dubuque, Iowa.

BACKGROUND

The City of Dubuque has entered into a tentative agreement (see fully executed agreement attached) with DUMA for the sale of City owned property in order to accommodate the construction of the proposed Dubuque Museum of Art building and campus improvements. As part of that tentative agreement, the property owner is responsible for the surveying and platting of the proposed division of the property and right of way vacation as well as all costs for publication and filing fees.

DISCUSSION

At its March 2, 2026 meeting, the City Council approved the plat and accepted the dedication of the streets and alley right of ways in and around the DUMA block, from DUMA and Cottingham and Butler Daycare, and is now fee owner of those right of way areas. The attached plat shows the portions of those street and alley right of way areas proposed to be vacated and conveyed back to DUMA. The portions of the street and alley right of way areas to be vacated are to be known as City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa. The street and alley right of way areas to be vacated need to be platted. Buesing and Associates, Inc. has prepared the attached vacation plat.

The portions of the street and alley right of way areas to be vacated and disposed of are located in the Greater Downtown Urban Renewal District. Per the adopted Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District, the disposition of properties for private development purposes in the district requires special competitive bidding procedures, which would apply to the subject street and alley right of way areas. The accompanying resolution and notice document has been prepared to applicable public notice and disposition requirements.

RECOMMENDATION

I am recommending that a public hearing should be held on April 20, 2026, for the vacation of and disposal of city interest in the alley right of way property.

ACTION TO BE TAKEN

I respectfully request that the City Council set a public hearing for April 20, 2026 for the vacation of and disposal of city interest in the right of way property described as City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa through adoption of the enclosed resolution.

Prepared by Nate Kieffer, PE/PLS

Prepared by: Barry A. Lindahl 300 Main Street Dubuque IA 52001 563 583-4113

OFFICIAL NOTICE

RESOLUTION NO. 88-26

RESOLUTION (1) APPROVING THE MINIMUM REQUIREMENTS, COMPETITIVE CRITERIA, AND OFFERING PROCEDURES FOR THE DEVELOPMENT AND THE SALE OF CERTAIN REAL PROPERTY AND IMPROVEMENTS IN THE GREATER DOWNTOWN URBAN RENEWAL DISTRICT; (2) DETERMINING THAT THE OFFER TO PURCHASE SUBMITTED BY DUBUQUE MUSEUM OF ART SATISFIES THE OFFERING REQUIREMENTS WITH RESPECT TO THE REAL PROPERTY AND DECLARING THE INTENT OF THE CITY COUNCIL TO APPROVE THE DEVELOPMENT AGREEMENT AND SALE TO DUBUQUE MUSEUM OF ART IN THE EVENT THAT NO COMPETING PROPOSALS ARE SUBMITTED; (3) DECLARING THE INTENT TO VACATE AND DISPOSE OF PARTS OF CITY STREET RIGHT OF WAY BEING CITY LOTS 623B, 648A, 648B, AND LOT 2 OF WOODWARD PLACE, IN THE CITY OF DUBUQUE, IOWA, TO BE KNOWN CITY LOTS 648C, 648D, AND LOT 1B AND 2A OF WOODWARD PLACE, IN THE CITY OF DUBUQUE, IOWA AND (4) SOLICITING COMPETING PROPOSALS;

Whereas, the City Council of Dubuque, Iowa, did on April 21, 2025 adopt an Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal District ("the Plan") for the Urban Renewal Area described therein; and

Whereas, the Plan provides, among other things, for the disposition of properties for private development purposes as a proposed economic development action; and

Whereas, Dubuque Museum of Art ("Developer") has submitted to the City a proposal in the form of an agreement(the "Development Agreement") for the purchase of certain City-owned real property hereinafter described ("the Property"), which Development Agreement proposes the Developer will undertake the redevelopment of the Dubuque Museum of Art campus at 701 Locust Street as described therein, which Property is the real estate consisting of approximately 0.200 acres in total of street and alley right of way as shown on Exhibit A, to be known as City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa, and which Development

Agreement requests that this Property be made available for sale as rapidly as possible; and

Whereas, Developer has requested the vacation of portions of City Lots 623B, 648A, 648B, and Lot 2 of Woodward Place, in the City of Dubuque, Iowa, said vacated portions to be hereafter known as City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa, and the conveyance of said Property to Developer per said Development Agreement; and

Whereas, in order to establish reasonably competitive bidding procedures for the disposition of the Property in accordance with the statutory requirements of Iowa Code Chapter 403, specifically, Section 403.8, and to assure that the City extends a full and fair opportunity to all developers interested in submitting a proposal, a summary of submission requirements and minimum requirements and competitive criteria for the Property offering is included herein; and

Whereas, said Developer has signed a Development Agreement with the City, currently on file at the Office of the City Clerk; and

Whereas, to recognize both the firm proposal for sale of the Property and improvements already received by the City in the form of the Development Agreement, as described above, and to give full and fair opportunity to other developers interested in submitting a proposal for the sale and development of the Property, this Council should by this Resolution:

1) Set the fair market value of the Property for uses in accordance with the Plan;

2) Approve the minimum requirements and competitive criteria included herein;

3) Approve as to form the Development Agreement;

4) Set a date for receipt of competing proposals and the opening thereof;

5) Declare that the proposal submitted by Developer satisfies the minimum requirements of the offering, and that in the event no other qualified proposal is timely submitted, that the City Council intends to accept such proposal and authorize the City Manager to sign the Development Agreement;

6) Approve and direct publication of a notice to advise any other person of the opportunity to compete for sale of the Property on the terms and conditions set forth herein; and

7) Declare that in the event another qualified proposal is timely submitted and accepted, another and future notice will be published on the intent of the City to enter into the resulting contract, as required by law;

and

Whereas, the City Council believes it is in the best interest of the City and the Plan to act as expeditiously as possible to sell the Property as set forth herein; and

Whereas, there has been presented to the City Council of the City of Dubuque, Iowa, a plat dated February 18, 2026 prepared by Buesing and Associates, Inc., showing the proposed vacated portions of City Lots 623B, 648A, 648B, and Lot 2 of Woodward Place, in the City of Dubuque, Iowa, said vacated portions to be hereafter known as City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa ; and

Whereas, said plat conforms to the laws and statutes pertaining thereto.

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

Section 1. That upon approval of vacation, the Property shown on Exhibit A attached hereto, shall be offered for sale in accordance with the terms and conditions contained in this Resolution.

Section 2. That it is hereby determined that in order to qualify for consideration for selection, any person must submit a proposal which meets these minimum requirements:

1) Contains an agreement to purchase the Property, shown on Exhibit A, to be known as City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa, at not less than good and valuable consideration;

2) States the redeveloped property will be used as community health and related office facilities;

3) Sets out or provides to the satisfaction of the City Council the experience of the principals and key staff who are directly engaged in the performance of contract obligations in carrying out projects of similar scale and character; and

4) Meets, at a minimum, the terms and conditions of the Development Agreement submitted by the Developer.

Section 3. That the Development Agreement by and between the City and the Developer was tentatively approved via City Council resolution No. 58-26 for the purposes hereinafter stated.

Section 4. That for the purpose of defining the offering of the Property for sale, said Development Agreement shall be deemed to be illustrative of the terms acceptable to the City with respect to:

1) Developer and City obligations; and

2) General terms and conditions.

Section 5. That the Development Agreement submitted by the Developer satisfies the requirements of this offering and, in the event that no other qualified proposals are timely submitted, that the City Council intends to accept and approve the Development Agreement.

Section 6. That it is hereby determined that the Developer possesses the qualifications, financial resources and legal ability necessary to purchase the Property shown on Exhibit A and to construct, manage and operate the site in the manner proposed by this offering in accordance with the Plan.

Section 7. That the City Clerk shall receive and retain for public examination the attached Development Agreement submitted by the Developer and, in the event no other qualified proposals are timely submitted, shall resubmit the Development Agreement to the City Council for final approval and execution upon expiration of the notice hereinafter prescribed.

Section 8. That the action of the City Council be considered to be and does hereby constitute notice to all concerned of the intention of this Council, in the event that no other qualified proposals are timely submitted, to accept the proposal of the Developer to purchase the Property shown on Exhibit A and to approve the Development Agreement by and between City and Developer.

Section 9. That the official notice of this offering and of the intent of the City, in the event no other qualified proposals are timely submitted, to approve the Development Agreement, shall be a true copy of this Resolution, but without the attachments referred to herein.

Section 10. That the City Clerk is authorized and directed to secure immediate publication of said official notice in the Telegraph Herald, a newspaper having a general circulation in the community, by publication of the text of this Resolution on or before the 20th day of March, 2026.

Section 11. That written proposals for the sale of the Property shown on Exhibit A, to be known as City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa, will be received by the City Clerk at or before 10:00 a.m., April 20, 2026, in the Office of the City Clerk, located on the first floor at City Hall, 50 West 13th Street, Dubuque, Iowa 52001. Each proposal will be opened at the hour of 10:00 a.m. in City Hall, Dubuque, Iowa on April 20, 2026. Said proposals will then be presented to the City Council at 6:30 p.m., (same date as opening), 2026, at a meeting to be held in the City Council Chambers, Historic Federal Building at 350 West 6th Street, Dubuque, Iowa.

Section 12. That the method of offering the Property for sale as set forth herein is in substantial conformance with the provisions of Iowa Code Section 403.8, requiring reasonable competitive bidding procedures as are hereby prescribed and "fair value."

Section 13. That the required documents for the submission of a proposal shall be in substantial conformity with the provisions of this Resolution.

Section 14. That the City Clerk is hereby nominated and appointed as the agent of the City of Dubuque, Iowa to receive proposals for the sale of the Property on that date and according to the procedure hereinabove specified for receipt of such proposals and to proceed at such time to formally acknowledge receipt of each of such proposal by noting the receipt of same in the Minutes of the Council; that the City Manager is hereby authorized and directed to make preliminary analysis of each such proposal for compliance with the minimum requirements established by this Council hereinabove. For each proposal that satisfies these requirements, the City Council shall judge the strength of the proposal by the competitive criteria established hereinabove. The City Council shall then make the final evaluation and selection of the proposals.

Section 15. If, and only if, competing proposals are received and determined by the Council to meet the minimum requirements described herein, the Developer shall be allowed to amend its proposal in response thereto and to deliver same to the City Manager, by no later than a date determined by the City Council. In such event, the Council shall schedule a subsequent meeting to be held by the City Manager at which there shall be a bid-off conducted by the City Manager. During such bid-off, each competing bidder shall bid against the other, starting with the second proposal received and continuing until such time as each bidder shall decline to improve its proposal to acquire and redevelop the Property shown on Exhibit A in response to the last bid of the other bidder or bidders. The period of time to be allowed for such bid-off shall be determined by the City Manager. The rules of such bid-off shall be as determined by the City Manager at or before such bid-off period and shall be absolute.

Section 16. That in the event another qualified proposal is timely submitted and accepted by the City, another and further notice shall be published of the intent of the City of Dubuque, Iowa, to enter into the resulting agreement, as required by law.

Section 17. That the City of Dubuque intends to vacate City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa.

Section 18. That a public hearing, and/or by virtual means, on the intent to vacate City Lots 648C, 648D, and Lot 1B and 2A of Woodward Place, in the City of Dubuque, Iowa, is hereby set for the 20th day of April, 2026 at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa, beginning at 6:30 p.m., and the City Clerk be and is hereby authorized and directed to cause a notice of public hearing on the intent to vacate said real estate to be published in the manner as prescribed by law.

Passed, approved and adopted this 16th day of March, 2026.

David T. Resnick, Mayor Pro Tem

Attest:

Adrienne N. Breitfelder, City Clerk

EXHIBIT A

THE PROPERTY

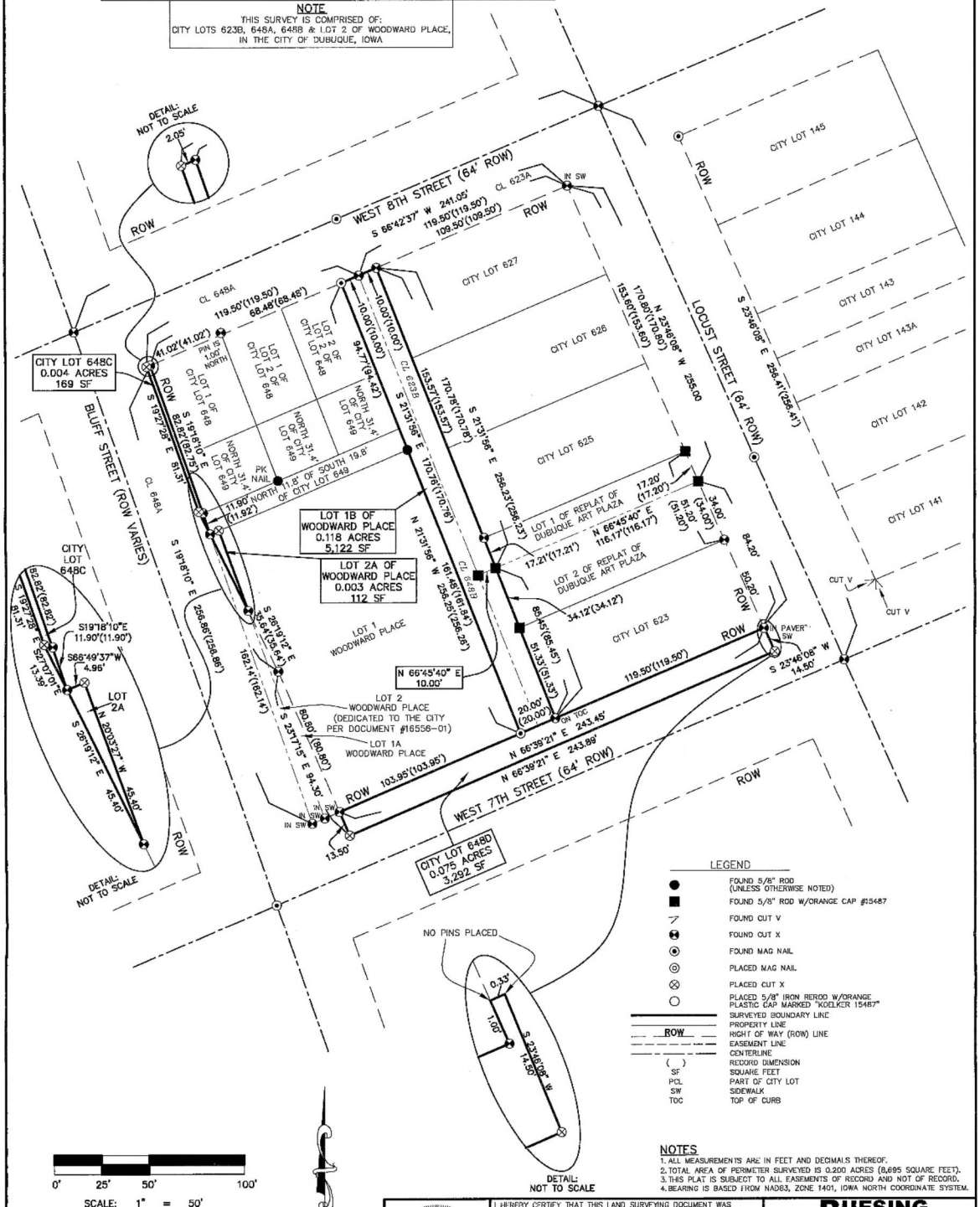
Plat of Survey (Vacation) of:
CITY LOTS 648C, 648D, AND LOT 1B & 2A OF WOODWARD PLACE
in the City of Dubuque, Iowa

INDEX LEGEND

Location: City Lots 648C, 648D, and Lot 1B & 2A of Woodward Place, in the City of Dubuque, Iowa
NE1/4 of Section 25, T89N, R2E of the 5th P.M., Dubuque County, Iowa
Requestor: Nate Kieffer - City of Dubuque
Proprietors of City Lot 623B, 648A, 648B, & Lot 2 of Woodward Place:
City of Dubuque 50 W 13th St. Dubuque, IA 52001
Surveyor: Terry L. Koelker - tlkoelker@buesing.com
Company: Buesing & Associates, Inc.
1212 Locust St., Dubuque, IA 52001 (563) 556-4389
Return To: Buesing and Associates, 1212 Locust St. Dubuque, IA 52001

PREPARED BY: TERRY L. KOELKER, BUESING & ASSOCIATES
1212 LOCUST STREET, DUBUQUE, IOWA

NOTE
THIS SURVEY IS COMPRISED OF:
CITY LOTS 623B, 648A, 648B & LOT 2 OF WOODWARD PLACE,
IN THE CITY OF DUBUQUE, IOWA



LEGEND

- FOUND 5/8" ROD (UNLESS OTHERWISE NOTED)
- FOUND 5/8" ROD W/ORANGE CAP #15487
- FOUND CUT V
- FOUND CUT X
- FOUND MAG NAIL
- PLACED MAG NAIL
- PLACED CUT X
- PLACED 5/8" IRON REROD W/ORANGE PLASTIC CAP MARKED "KOELKER 15487"
- SURVEYED BOUNDARY LINE
- PROPERTY LINE
- ROW — RIGHT OF WAY (ROW) LINE
- EASEMENT LINE
- CENTERLINE
- ( ) — RECORD DIMENSION
- SF — SQUARE FEET
- PCL — PART OF CITY LOT
- SW — SIDEWALK
- TOC — TOP OF CURB

NOTES
1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF PERIMETER SURVEYED IS 0.200 ACRES (8,695 SQUARE FEET).
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.

LICENSED LAND SURVEYOR TERRY L. KOELKER 15487 IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

TERRY L. KOELKER — 2/12/26 (DATE)
LICENSE NUMBER 15487
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2026
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 & JJL	CHECKED BY: TLK
SURVEY DATE: 3/02/2023	PLOT DATE: 02/10/2026
DWG. NO. 25197-01 VAC	SCALE: 1" = 50'

SHEET 1 OF 5

Copyrighted
March 2, 2026

City of Dubuque
City Council

CONSENT ITEMS # 9.

ITEM TITLE:	Agreements with Dubuque Museum of Art and Cottingham & Butler Day Care for the Redevelopment of the City Block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street
SUMMARY:	City Manager recommending City Council approval of agreements with Dubuque Museum of Art (DUMA) and Cottingham and Butler Day Care (CBDC) for the redevelopment of the entire city block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street. **RESOLUTION** Approving Agreements Between The City Of Dubuque, Iowa And Dubuque Museum Of Art And The City Of Dubuque, Iowa And CBDC, LLC For Construction Of Certain Off-Site Public Improvements And Vacation And Sale Of Portions The West 7th Street And Bluff Street Right Of Way And A Portion Of The Alley Right Of Way In The Block Bounded By Locust Street, West 8th Street, Bluff Street, And West 7th Street, And Between City Lots 648 Thru 652 And City Lots 623 Thru 627, In The City Of Dubuque, Iowa
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Agreements Redevelopment of the City Block bounded by Locust Street, West 8th St
2. 1 memo approving duma c&b da agreements 02192026
3. 2 Resolution approving duma c&b da agreements 02192026
4. 3 DUMA DA signed by DUMA 02202026 binder
5. 4 CBDC City Alley Vacate Agreement CB executed 02202026

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Agreements with Dubuque Museum of Art and Cottingham and Butler Day Care for the Redevelopment of the City Block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street

DATE: February 23, 2026

City Engineer Gus Psihoyos is recommending City Council approval of agreements with Dubuque Museum of Art (DUMA) and Cottingham and Butler Day Care (CBDC) for the redevelopment of the entire city block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street.

DUMA and CBDC have coordinated the redevelopment of said city block property. The improvements include the recently constructed Cottingham and Butler day care facility located in the northeast quadrant of the block and the proposed Dubuque Museum of Art building and campus improvements in the remainder of the block area.

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
Nate Kieffer, CE III, PE/PLS

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Agreements with Dubuque Museum of Art and Cottingham and Butler Day Care for the Redevelopment of the City Block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street

DATE: February 19, 2026

INTRODUCTION

The purpose of this memorandum is to request City Council approval of agreements with Dubuque Museum of Art (DUMA) and Cottingham and Butler Day Care (CBDC) for the redevelopment of the entire city block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street.

BACKGROUND

DUMA and CBDC have coordinated the redevelopment of said city block property. The improvements include the recently constructed Cottingham and Butler day care facility located in the northeast quadrant of the block and the proposed Dubuque Museum of Art building and campus improvements in the remainder of the block area.

DISCUSSION

The City of Dubuque Development Review Team has finished it review of the construction plans and will issue an approval letter after the agreements are fully executed. The DUMA campus plan includes a new museum building (programs pavilion, gallery pavilion, and collection pavilion area) and campus improvements such as landscaped areas (courtyards, gardens, and a memorial grove), as well as an elevated café patio area. The patio improvements and programs pavilion roof on the south side encroach into the existing Seventh Street right of way and the landscaping improvements on the west side encroach on the existing Bluff Street right of way. Both the DUMA and CBDC site plans include utilization of the existing City alley right of way area running north-south through the middle of the block to accommodate the museum building and a shared use refuse and transformer enclosure area.

The agreements include the dedication of fee title to the adjoining street and alley rights of way, from DUMA and CBDC to the City, followed by the subsequent vacation and disposal of portions of those rights of way from the City to DUMA and CBDC to accommodate the proposed development plans. Existing public and private utilities in the right of way areas to be vacated have already either been abandoned or relocated by DUMA and CBDC. The abandonment and/or relocation of these utilities has been

coordinated with the utility owners. The vacation and disposal of the portions of 7th Street and Bluff Street are minimal and allow for City standard street widths once reconstruction is complete. After reconstruction, traffic on Bluff Street will remain two lanes southbound only, while traffic on 7th Street will remain two ways east - west with no changes in parking restrictions. After reconstruction, parking on Bluff will remain the same with limited metered parking on the east side. Parking on 7th will remain the same with no parking on the south side of the street and two ADA parking stalls and drop/off pick-up areas on the north side.

The DUMA plans require reconstruction of much of the north side 7th Street and east side Bluff Street curb and gutter and sidewalk areas. DUMA plans to construct or reconstruct certain public improvements in these public right of way, including storm sewer utilities, storm sewer inlets, street lighting, pavements, and parking meters, which said improvements DUMA plans to dedicate to the City of Dubuque for ownership and maintenance. As such, the agreements included requirements for insurance, securities, and inspection fees covering the proposed public improvements construction.

A copy of the agreements executed by DUMA and CBDC are attached.

RECOMMENDATION

I recommend that the City approve the agreements with DUMA and CBDC for the redevelopment of the city block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street, per the terms of the attached agreements.

ACTION TO BE TAKEN

I respectfully request adoption of the attached resolutions approving said agreements and authorizing the City Manager to execute said agreements.

Attach.

Prepared by: Nate Kieffer, CE III, PE/PLS

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. 58-26

APPROVING AGREEMENTS BETWEEN THE CITY OF DUBUQUE, IOWA AND DUBUQUE MUSEUM OF ART AND THE CITY OF DUBUQUE, IOWA AND CBDC, LLC FOR CONSTRUCTION OF CERTAIN OFF-SITE PUBLIC IMPROVEMENTS AND VACATION AND SALE OF PORTIONS THE WEST 7TH STREET AND BLUFF STREET RIGHT OF WAY AND A PORTION OF THE ALLEY RIGHT OF WAY IN THE BLOCK BOUNDED BY LOCUST STREET, WEST 8TH STREET, BLUFF STREET, AND WEST 7TH STREET, AND BETWEEN CITY LOTS 648 THRU 652 AND CITY LOTS 623 THRU 627, IN THE CITY OF DUBUQUE, IOWA

WHEREAS, Dubuque Museum of Art, an Iowa nonprofit corporation, (DUMA) is requesting the vacation and sale of portions the West 7th Street and Bluff Street right of way and a portion of the alley right of way in the block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street, and between City Lots 648 thru 652 and City Lots 623 thru 627 in the City of Dubuque, Iowa, and adjacent to its existing property in order to accommodate the construction of the proposed DUMA museum campus improvements; and

WHEREAS, CBDC, LLC, an Iowa limited liability company (CBDC) is requesting the vacation and sale of a portion of the alley right of way in the block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street, and between City Lots 648 thru 652 and City Lots 623 thru 627 in the City of Dubuque, Iowa, and adjacent to its existing property, in order to accommodate the recently constructed day care center site improvements; and

WHEREAS, DUMA and CBDC are fee title holders to their respective streets and alleys in the block adjacent to their respective properties (Streets and Alleys); and

WHEREAS, City currently has a right of way easement for street purposes over the Streets and Alleys; and

WHEREAS, City desires to own the fee title to said Streets and Alleys; and

WHEREAS, DUMA and CBDC are willing to deed their respective rights to said Streets and Alleys to City for fee title ownership by City; and

WHEREAS, City has agreed to vacate and sell certain street and alley right of way areas to DUMA who will divide the alley right of way area and deed a portion of the alley right of way area to CBDC; and

WHEREAS, DUMA and CBDC have agreed to divide the alley right of way areas between themselves, in a fashion that is mutually agreed upon between DUMA and CBDC, to accommodate the construction of the DUMA improvements and to accommodate the CBDC improvements; and

WHEREAS, City, DUMA and CBDC would like to coordinate the deeding of the Streets and Alleys and the vacation, division and sale of the right of way areas as part of DUMA's and CBDC's redevelopment of the block bounded by Locust Street, West 8th Street,

Bluff Street, and West 7th Street to complete the DUMA Improvements and CBDC Improvements; and

WHEREAS, DUMA, CBDC, and City desire to enter into agreements with respect to the deeding of the Streets and Alleys and vacation of the ROW Areas as set forth herein; and

WHEREAS, DUMA's campus improvement plans include the construction or reconstruction of certain public improvements in the public right of way, including storm sewer utilities, storm sewer inlets, street lighting, pavements, and parking meters, which said improvements DUMA plans to dedicate to the City of Dubuque for ownership and maintenance; and

WHEREAS, the City Council finds that it is in the best interest of the City of Dubuque to approve the agreements with DUMA and CBDC attached hereto.

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

Section 1. The agreements attached hereto are hereby approved.

Section 2. The City Manager is authorized and directed to execute the agreements on behalf of the City of Dubuque and to take such action as may be necessary to carry out the terms of the Agreement.

Passed, approved, and adopted this 2nd day of March, 2026.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

AGREEMENT
BY AND BETWEEN
DUBUQUE MUSEUM OF ART
AND
THE CITY OF DUBUQUE, IOWA

This Agreement, dated for reference purposes the 19 day of February, 2026, is made and executed between the City of Dubuque, Iowa, (City), a municipal corporation, and Dubuque Museum of Art, an Iowa nonprofit corporation (DUMA).

WHEREAS, DUMA is requesting the vacation and sale of portions the West 7th Street and Bluff Street right of way and a portion of the alley right of way in the block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street, and between City Lots 648 thru 652 and City Lots 623 thru 627 in the City of Dubuque, Iowa, and adjacent to its existing property, as shown on Page 2 of Exhibit A (the ROW Areas), the entirety of Exhibit A is attached hereto and hereby incorporated by reference, in order to accommodate the construction of the DUMA Improvements (defined below); and

WHEREAS, CBDC, LLC, an Iowa limited liability company (CBDC) is requesting the vacation and sale of a portion of the alley right of way in the block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street, and between City Lots 648 thru 652 and City Lots 623 thru 627 in the City of Dubuque, Iowa, and adjacent to its existing property, as shown on Page 2 of Exhibit A, in order to accommodate the construction of its proposed day care center site improvements (the CBDC Improvements); and

WHEREAS, DUMA and CBDC are fee title holders to their respective streets and alleys in the block adjacent to their respective properties as shown on Page 1 of Exhibit A (Streets and Alleys); and

WHEREAS, City currently has a right of way easement for street purposes over the Streets and Alleys; and

WHEREAS, City desires to own the fee title to said Streets and Alleys; and

WHEREAS, DUMA and CBDC are willing to deed their respective rights to said Streets and Alleys to City for fee title ownership by City, in alignment with the areas outlined on Page 1 of Exhibit A; and

WHEREAS, City has agreed to vacate and sell the ROW Areas to DUMA, in alignment with the area outlined on Page 2 of Exhibit A.

WHEREAS, DUMA and CBDC have agreed to divide the ROW Areas between themselves, in a fashion that is mutually agreed upon between DUMA and CBDC, as shown on Page 3 of Exhibit A, to accommodate the construction of the DUMA Improvements and to accommodate the CBDC Improvements; and

WHEREAS, City, DUMA and CBDC would like to coordinate the deeding of the Streets and Alleys and the vacation, division and sale of the ROW Areas as part of DUMA's and CBDC's redevelopment of the block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street to complete the DUMA Improvements and CBDC Improvements; and

WHEREAS, DUMA and City desire to enter into an agreement with respect to the deeding of the Streets and Alleys and vacation of the ROW Areas as set forth herein.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

SECTION 1. CITY RESPONSIBILITIES. City agrees as follows:

1.1 After dedication of the Streets and Alleys by CBDC and DUMA, City shall vacate and sell the ROW Areas as shown on Page 2 of Exhibit A, to DUMA for ten and 00/100's dollars ($10.00), to accommodate the DUMA Improvements and the CBDC Improvements located within the block bounded by Locust Street, West 8th Street, Bluff Street, and West 7th Street. DUMA and CBDC have agreed to divide the ROW Areas amongst themselves, in a fashion that is mutually agreed upon between DUMA and CBDC, as conceptually shown on Page 3 of Exhibit A.

1.2 Upon receipt of the Plat of Survey for the ROW Areas, required under Section 2.3 of this Agreement, City shall timely submit the required documents to the City Council for the next available public hearing and formal approval of the vacated ROW Areas.

1.3 Subject to City Council approval and reimbursement to City from DUMA for publication and filing fees, City will execute and shall, at DUMA's expense, file of record in the Office of the Dubuque County Recorder a Quit Claim Deed to DUMA for the vacated ROW Areas.

1.4 City shall pay the survey consultant fee of $800.00 for the platting of the right of way dedication of the Streets and Alleys, as shown in Page 1 of Exhibit A.

1.5 City shall grant to DUMA certain private sanitary sewer service and private storm sewer easements over public right ways in the locations as conceptually shown on Exhibit B, attached hereto and hereby incorporated by reference, and shall register associated private utilities with the Iowa One Call System.

SECTION 2. DUMA RESPONSIBILITIES. DUMA agrees as follows:

2.1 DUMA will execute and shall, at City's expense, file of record in the Office of the Dubuque County Recorder, a Quit Claim Deed for the respective Streets and Alleys owned by DUMA, shown in Page 1 of Exhibit A, to City.

2.2 DUMA shall submit a request to City to vacate and provide a sketch or plat of the ROW Areas to be vacated, as shown on Page 2 of Exhibit A.

2.3 DUMA shall obtain a Plat of Survey by a licensed land surveyor for the proposed ROW Areas, as shown in Page 2 of Exhibit A, which will show the boundaries of the area and assign a legal description to the ROW Areas.

2.4 As a requirement of approval of the vacation of the ROW Areas, DUMA shall submit to City signed consent to Right of Way vacation forms from all affected utility owners in the ROW Areas. Consents shall be in a form mutually agreeable to City and DUMA.

2.5 As a requirement of approval of the vacation of the ROW Areas, to enter into an agreement with CBDC to allow for CBDC to access the trash/electric enclosure that is proposed to be located on DUMA property. DUMA shall submit to City the signed easement agreement.

2.6 DUMA shall reimburse City for the cost of all publication, and filing fees of Two Hundred Dollars ($200.00) associated with the vacating and sale process of the ROW Areas promptly upon receipt of a statement from City.

2.7 Within sixty (60) days of closing, at DUMA's expense, to consolidate the vacated ROW Areas owned by DUMA with another adjacent property owned by DUMA to create one lot or lots that conforms to the City of Dubuque Unified Development Code Bulk Standards for the combined lots.

2.8 DUMA shall dedicate for street right of way to the City of Dubuque any DUMA property necessary so that all public sidewalks are located within City right of way areas and not on private property, as conceptually shown on Page 4 of Exhibit A.

2.9 To provide to City exhibits to accompany the City easement(s) documents described in Section 1.5 in a form acceptable to City. Exhibits associated with Section 1.5 shall be prepared by a licensed land surveyor and shall be of survey quality (tied to platted lot lines and corner monuments).

3.0 Public Improvements

PLANS AND PERMITS.

For the construction of DUMA's proposed art museum campus, DUMA must obtain and submit to City copies of all applicable permits necessary for the proposed public improvements shown on the final design plans, including, but not limited to, storm sewer utilities, storm sewer inlets, street lighting, and parking meters, prior to commencing work (the DUMA Improvements). All existing streetlights and parking meters shall be salvaged to City by DUMA.

DUMA must obtain all applicable permits and licenses required for working in City right-of-way, if applicable.

DUMA must submit to City final design plans, that meet current City standards, for the DUMA Improvements prior to commencing work. City will review and approve such plans before work on the DUMA Improvements commences. If such plans are not approved, City will provide feedback regarding the modifications necessary for approval.

BONDS.

DUMA must obtain a construction bond or other suitable security for one hundred ten percent (110%) of the estimated total construction cost of the DUMA Improvements.

DUMA must obtain a maintenance bond or other acceptable security for twenty-five percent (25%) of the estimated total construction cost of the DUMA Improvements. DUMA must maintain this maintenance bond for two (2) years after date that the City Council accepts the completed DUMA Improvements (Warranty Period).

INSPECTIONS AND ACCEPTANCE.

City will inspect the DUMA Improvements work throughout its implementation and at its completion to ensure compliance with the approved plans and specifications. DUMA must pay to City an inspection fee in the amount of three percent (3%) of the estimated total construction cost for the DUMA Improvements.

City will conduct a final inspection upon the completion of the DUMA Improvements. If the inspection establishes that the DUMA Improvements have been completed in accordance with the approved plans and City requirements and specifications, the DUMA Improvements will be accepted by City Council, starting the two (2) year Warranty Period.

SECTION 3. NOTICES.

All notices and correspondence related to this Agreement must be sent to the following:

If to DUMA:
Dubuque Museum of Art
Attention: Gary Stoppelman
701 Locust Street
Dubuque, IA 52001

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 DUMA, City reserves the right to seek specific performance in Iowa District Court for Dubuque County. In the event of default by City, DUMA shall have all rights and remedies available at law or in equity.

SECTION 5. MISCELLANEOUS.

5.1 This Agreement may not be assigned without the prior written consent of City. Such 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 District Court of Iowa, 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.

5.8 As a requirement of approval of the vacation of the alley, CBDC and City shall also execute a similar right of way vacation agreement.

5.9 The closing on the property with DUMA shall be no later than April 1, 2026.

6.0. This Agreement is subject to the approval of the City Council and upon compliance with the requirements of Iowa Code § 403.8(2)(a) for the disposition of real property in an urban renewal area. City represents and warrants it has and shall continue to comply with all necessary requirements required under this Section and Iowa law.

CITY OF DUBUQUE, IOWA

By: _____
Michael C. Van Milligen
City Manager

DUBUQUE MUSEUM OF ART

By: _____
Robert Wethal
Vice President of Board of Trustees of
Dubuque Museum of Art

Plat of Survey of:
CITY LOT 623A AND CITY LOT 627A
in the City of Dubuque, Iowa

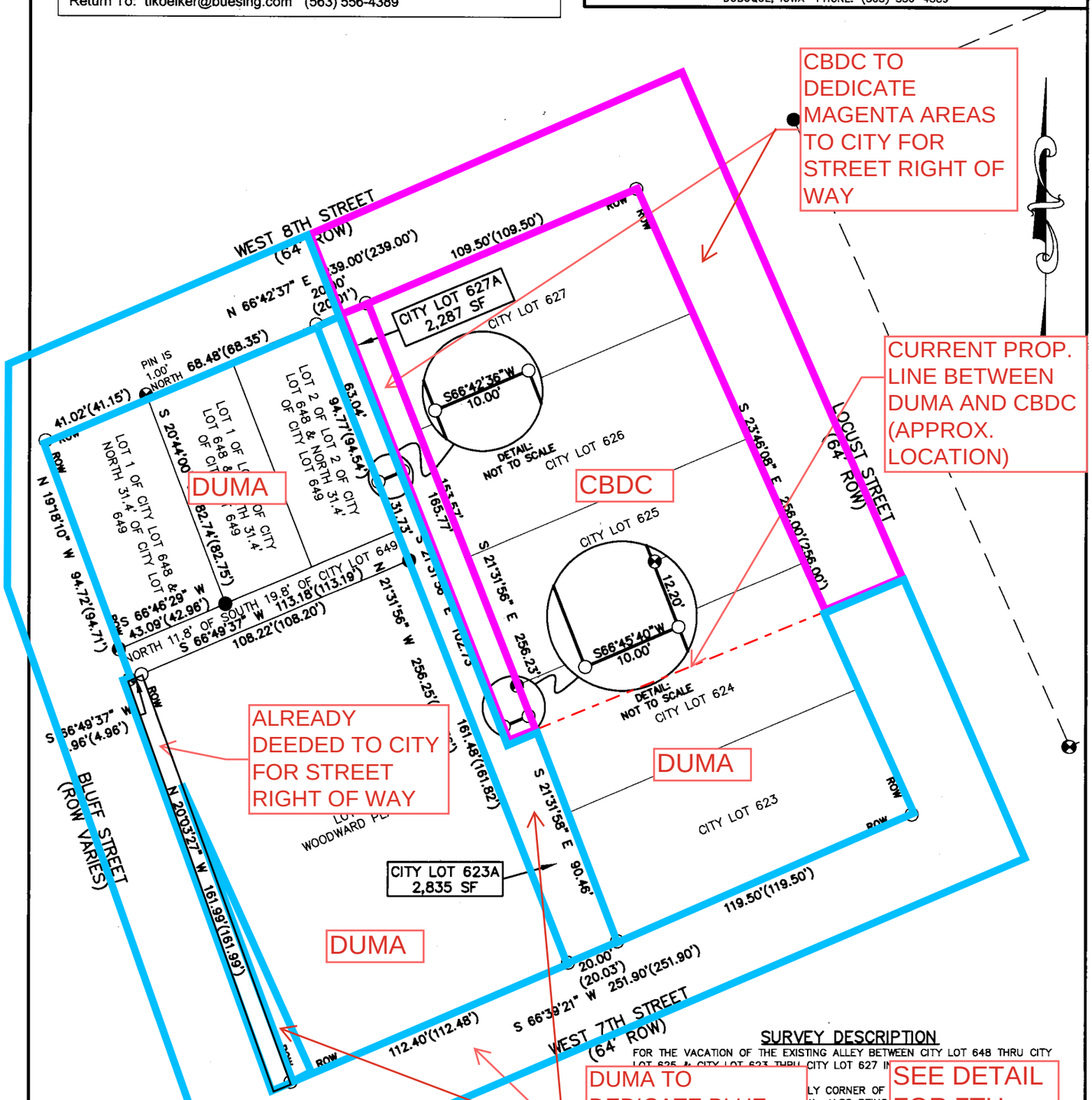
FOR THE VACATION OF THE EXISTING ALLEY BETWEEN CITY LOTS 648 THRU 652 & CITY LOTS 623 THRU 627

EXHIBIT A
PAGE 1

INDEX LEGEND

Location: CITY LOT 623A AND CITY LOT 627A
NE1/4 of Section 25, T89N, R2E of the 5th P.M.,
Dubuque County, Iowa
Requestor: Andrew Bulter c/o Cottingham & Butler
Proprietors of Alley: City of Dubuque 50 W 13th St. Dubuque, IA 52001
Surveyor: Terry L. Koelker
Company: Buesing & Associates, Inc.
1212 Locust St., Dubuque, IA 52001
Return To: tlkoelker@buesing.com (563) 556-4389

PREPARED BY: BUESING & ASSOCIATES ADDRESS: 1212 LOCUST STREET, DUBUQUE, IOWA PHONE: (563) 556-4389



LEGEND

- ● FOUND 1" IRON PIPE (UNLESS OTHERWISE NOTED)
- ⊗ FOUND CUT X (UNLESS OTHERWISE NOTED)
- ○ PLACED 5/8" IRON REROD W/ORANGE PLASTIC CAP MARKED "KOELKER 15487"
- SURVEYED BOUNDARY LINE
- PROPERTY LINE
- ROW RIGHT OF WAY LINE
- IP IRON PIPE
- SF SQUARE FEET
- ( ) RECORD DIMENSION

SURVEY DESCRIPTION

FOR THE VACATION OF THE EXISTING ALLEY BETWEEN CITY LOT 648 THRU CITY LOT 625 & CITY LOT 623 THRU CITY LOT 627 IN
LY CORNER OF
/A, ALSO BEING
; THENCE SOUT
7, 626, 625 62
ERLY CORNER O
TH STREET; THE
F 20.00 FEET T
THENCE NORTH
EAST LINE OF C
DISTANCE OF 256.25 FEET TO THE SOUTHERLY R
THENCE NORTH 66°42'37" EAST ALONG SAID ROW
TO THE POINT OF BEGINNING; CONTAINING 5,122

NOTES

1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF PERIMETER SURVEYED IS 5,122 SF.
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.

0' 25' 50' 100'
SCALE: 1" = 50'

LICENSED LAND SURVEYOR TERRY L. KOELKER 15487 IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

11/21/23
TERRY L. KOELKER (DATE)
LICENSE NUMBER 15487
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023

SHEETS COVERED BY THIS SEAL : SHEETS 1 & 2

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

DRAWN BY: JJL	CHECKED BY: TLK
SURVEY DATE: 03/02/2023	PLOT DATE: 11/21/2023
DWG. NO. 23020-01POS	SCALE: 1" = 50'

SHEET 1 OF 3

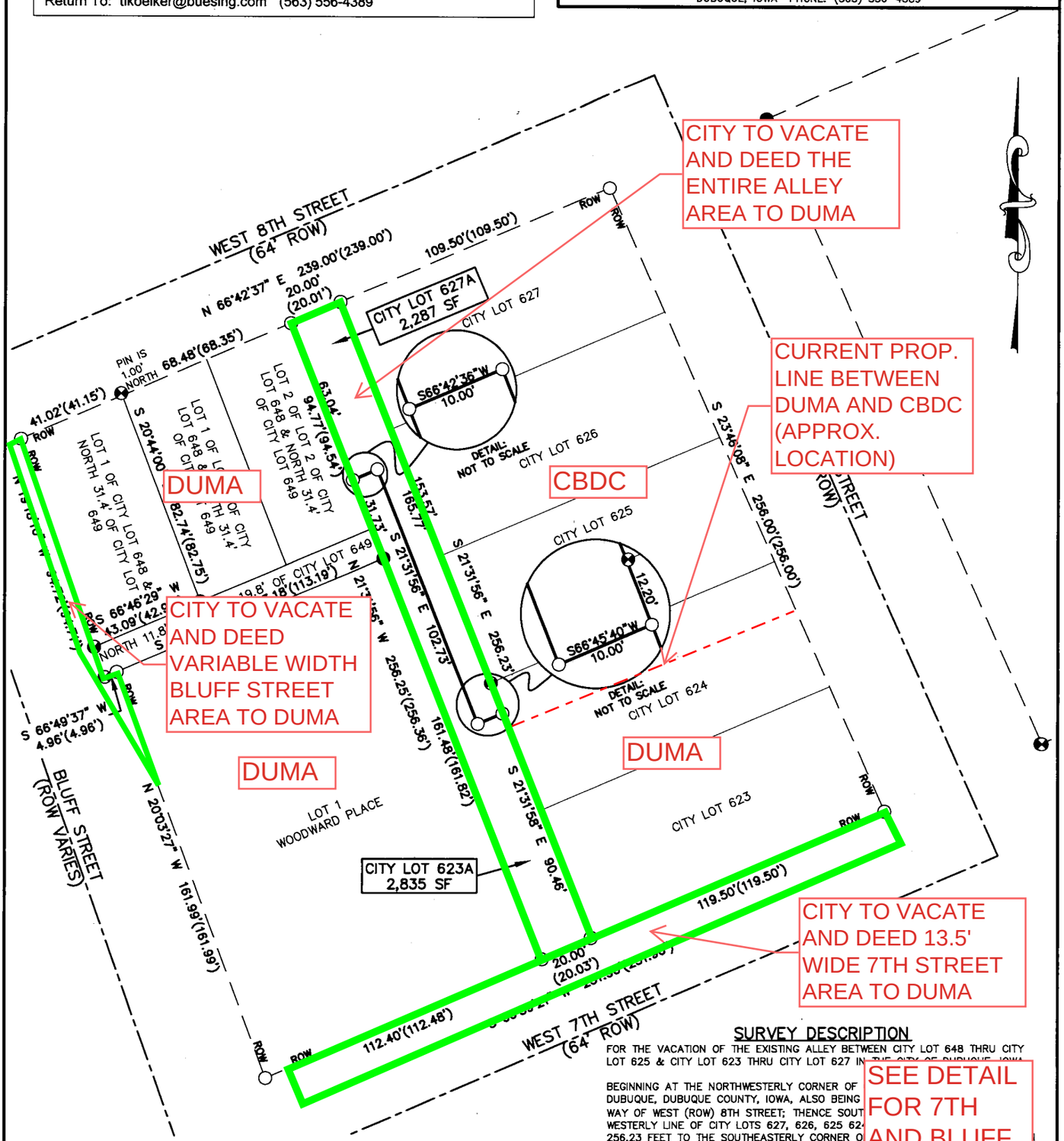
Plat of Survey of:
CITY LOT 623A AND CITY LOT 627A
in the City of Dubuque, Iowa
FOR THE VACATION OF THE EXISTING ALLEY BETWEEN CITY LOTS 648 THRU 652 & CITY LOTS 623 THRU 627

EXHIBIT A
PAGE 2

INDEX LEGEND

Location: CITY LOT 623A AND CITY LOT 627A
NE1/4 of Section 25, T89N, R2E of the 5th P.M.,
Dubuque County, Iowa
Requestor: Andrew Bulter c/o Cottingham & Butler
Proprietors of Alley: City of Dubuque 50 W 13th St. Dubuque, IA 52001
Surveyor: Terry L. Koelker
Company: Buesing & Associates, Inc.
1212 Locust St., Dubuque, IA 52001
Return To: tlkoelker@buesing.com (563) 556-4389

PREPARED BY: BUESING & ASSOCIATES ADDRESS: 1212 LOCUST STREET, DUBUQUE, IOWA PHONE: (563) 556-4389



SURVEY DESCRIPTION

FOR THE VACATION OF THE EXISTING ALLEY BETWEEN CITY LOT 648 THRU CITY LOT 625 & CITY LOT 623 THRU CITY LOT 627 IN THE CITY OF DUBUQUE, IOWA

BEGINNING AT THE NORTHWESTERLY CORNER OF DUBUQUE, DUBUQUE COUNTY, IOWA, ALSO BEING WAY OF WEST (ROW) 8TH STREET; THENCE SOUT WESTERLY LINE OF CITY LOTS 627, 626, 625 62 256.23 FEET TO THE SOUTHEASTERLY CORNER O THE NORTHERLY ROW OF WEST 7TH STREET; THE ALONG SAID ROW, A DISTANCE OF 20.00 FEET T OF LOT 1 OF WOODWARD PLACE; THENCE NORTH EAST LINE SAID LOT 1 AND THE EAST LINE OF C DISTANCE OF 256.25 FEET TO THE SOUTHERLY R THENCE NORTH 66°42'37" EAST ALONG SAID ROW TO THE POINT OF BEGINNING; CONTAINING 5,122

LEGEND

- FOUND 1" IRON PIPE (UNLESS OTHERWISE NOTED)
- FOUND CUT X (UNLESS OTHERWISE NOTED)
- PLACED 5/8" IRON REROD W/ORANGE PLASTIC CAP MARKED "KOELKER 15487"
- SURVEYED BOUNDARY LINE
- PROPERTY LINE
- ROW — RIGHT OF WAY LINE
- IP — IRON PIPE
- SF — SQUARE FEET
- ( ) — RECORD DIMENSION

NOTES

1. ALL MEASUREMENTS ARE IN FEET AND DECIMALS THEREOF.
2. TOTAL AREA OF PERIMETER SURVEYED IS 5,122 SF.
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.

0' 25' 50' 100'
SCALE: 1" = 50'

LICENSED LAND SURVEYOR TERRY L. KOELKER 15487 IOWA

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

11/21/23
TERRY L. KOELKER (DATE)
LICENSE NUMBER 15487
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023

SHEETS COVERED BY THIS SEAL : SHEETS 1 & 2

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

DRAWN BY: JJL	CHECKED BY: TLK
SURVEY DATE: 03/02/2023	PLOT DATE: 11/21/2023
DWG. NO. 23020-01POS	SCALE: 1" = 50'

SHEET 1 OF 3

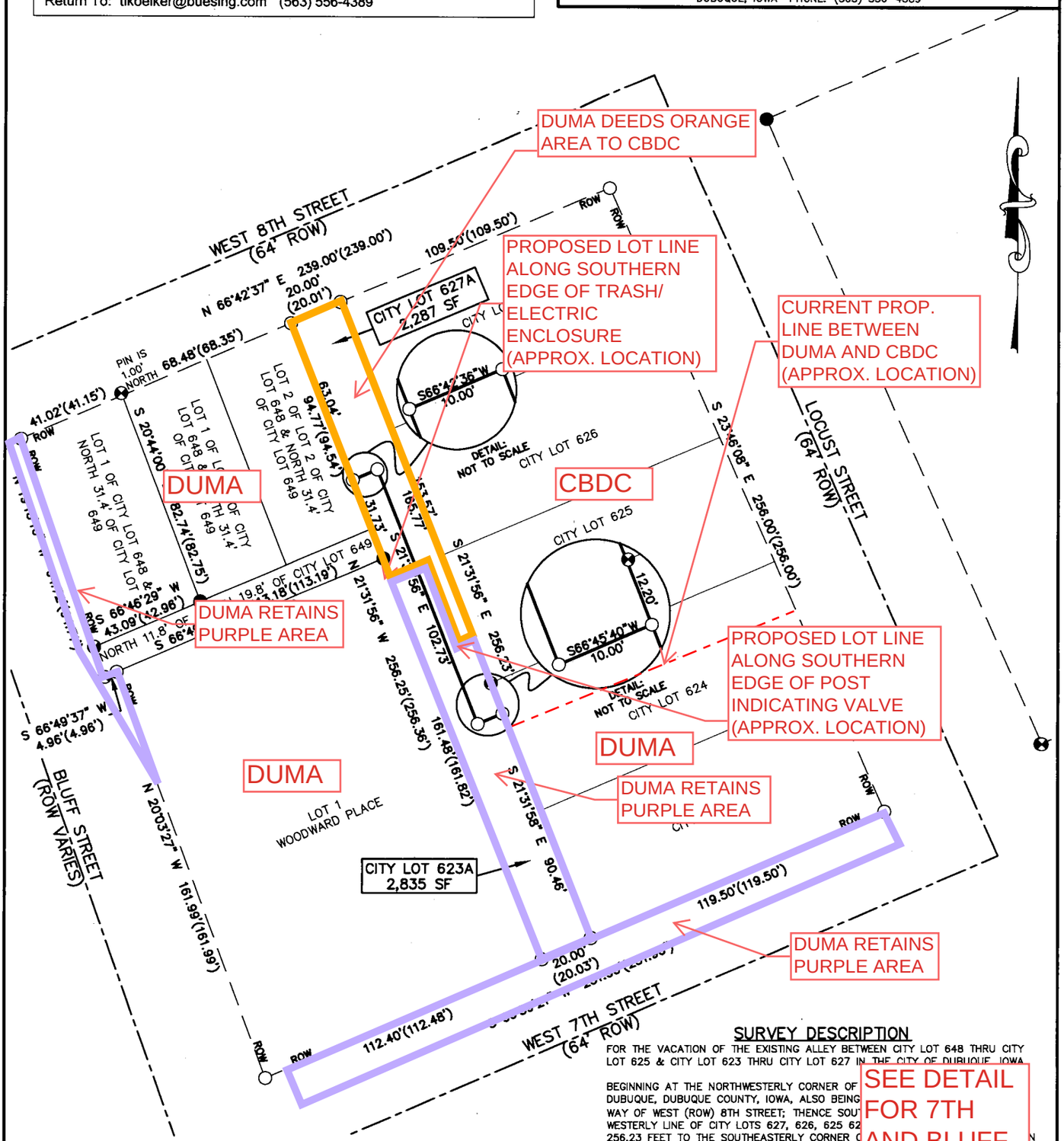
Plat of Survey of:
CITY LOT 623A AND CITY LOT 627A
in the City of Dubuque, Iowa
FOR THE VACATION OF THE EXISTING ALLEY BETWEEN CITY LOTS 648 THRU 652 & CITY LOTS 623 THRU 627

EXHIBIT A
PAGE 3

INDEX LEGEND

Location: CITY LOT 623A AND CITY LOT 627A
NE1/4 of Section 25, T89N, R2E of the 5th P.M.,
Dubuque County, Iowa
Requestor: Andrew Bulter c/o Cottingham & Butler
Proprietors of Alley: City of Dubuque 50 W 13th St. Dubuque, IA 52001
Surveyor: Terry L. Koelker
Company: Buesing & Associates, Inc.
1212 Locust St., Dubuque, IA 52001
Return To: tlkoelker@buesing.com (563) 556-4389

PREPARED BY: BUESING & ASSOCIATES ADDRESS: 1212 LOCUST STREET, DUBUQUE, IOWA PHONE: (563) 556-4389



SURVEY DESCRIPTION

FOR THE VACATION OF THE EXISTING ALLEY BETWEEN CITY LOT 648 THRU CITY LOT 625 & CITY LOT 623 THRU CITY LOT 627 IN THE CITY OF DUBUQUE, IOWA

BEGINNING AT THE NORTHWESTERLY CORNER OF DUBUQUE, DUBUQUE COUNTY, IOWA, ALSO BEING WAY OF WEST (ROW) 8TH STREET; THENCE SOU WESTERLY LINE OF CITY LOTS 627, 626, 625 62 256.23 FEET TO THE SOUTHEASTERLY CORNER C THE NORTHERLY ROW OF WEST 7TH STREET; TH ALONG SAID ROW, A DISTANCE OF 20.00 FEET T OF LOT 1 OF WOODWARD PLACE; THENCE NORTH EAST LINE SAID LOT 1 AND THE EAST LINE OF C DISTANCE OF 256.25 FEET TO THE SOUTHERLY R THENCE NORTH 66°42'37" EAST ALONG SAID RO TO THE POINT OF BEGINNING; CONTAINING 5,122

SEE DETAIL FOR 7TH AND BLUFF AREAS ON SHEET 4 OF EXHIBIT A

LEGEND

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- FOUND CUT X (UNLESS OTHERWISE NOTED)
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11/21/23
TERRY L. KOELKER (DATE)
LICENSE NUMBER 15487
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023

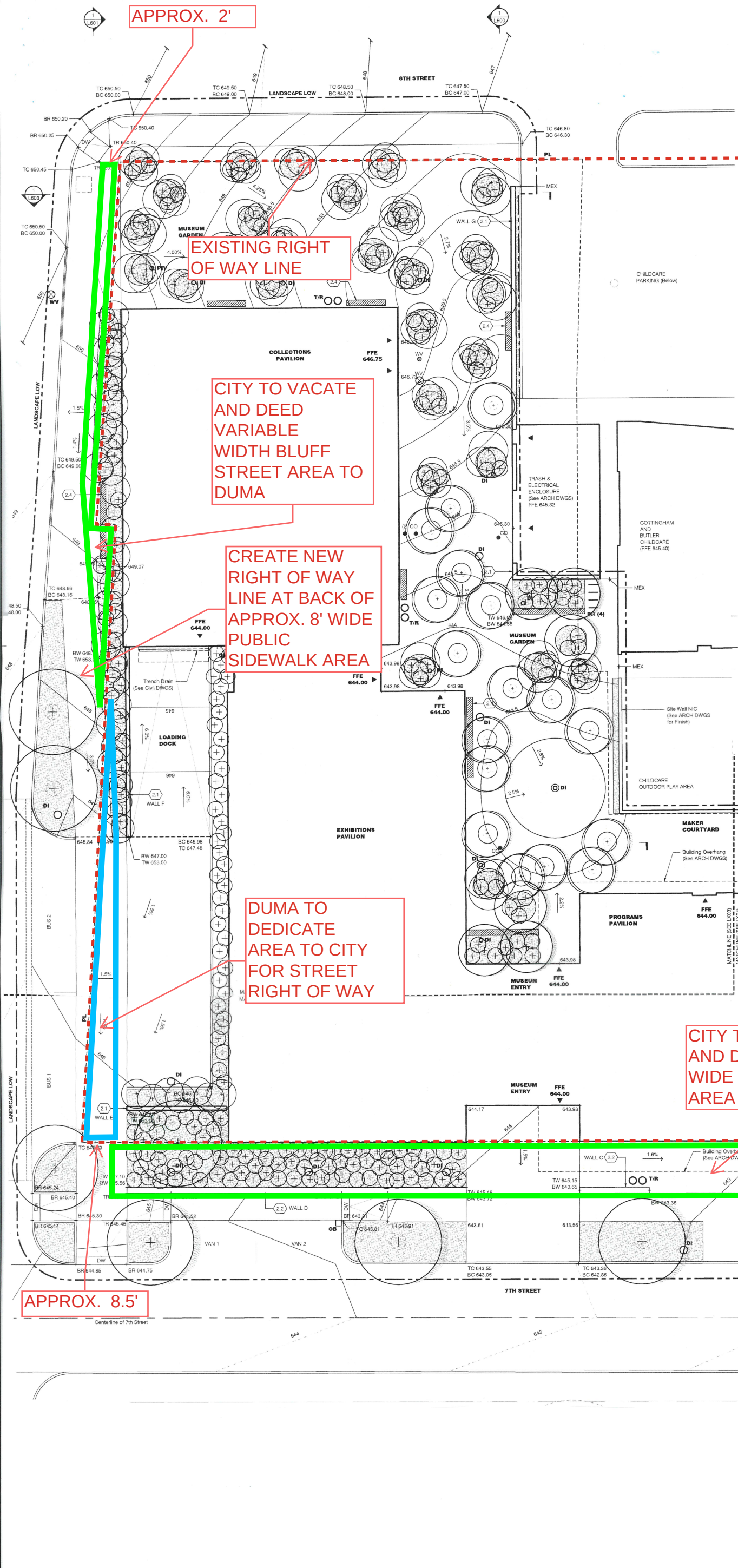
SHEETS COVERED BY THIS SEAL : SHEETS 1 & 2

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

DRAWN BY: JJL	CHECKED BY: TLK
SURVEY DATE: 03/02/2023	PLOT DATE: 11/21/2023
DWG. NO. 23020-01POS	SCALE: 1" = 50'

SHEET 1 OF 3

EXHIBIT A PAGE 4
BLUFF AND 7TH STREET AREA DETAIL



IOWA ONE CALL SM

CALL BEFORE DIGGING

EXHIBIT B
PRIVATE UTILITY EASEMENTS

LOCUST STREET

8TH STREET

27TH STREET

BLUFF STREET

WASHINGTON PARK

PROGRAMS PAVILION FFE=644.00

EXHIBITIONS PAVILION FFE=644.00

COLLECTIONS PAVILION FFE=644.00

MECHANICAL ROOMS FFE=646.75

CONNECT TO EXISTING WITH WYE FITTING INV=629.79 F.V.

6" SANITARY SEWER 46.2 LF @ 7.09%

SANITARY CLEANOUT INV=635.88

STORM JUNCTION 15" INV IN=637.28 15" INV OUT=637.28 4" SANITARY SEWER 37.9 LF @ 7.09%

4"x6" WYE INV=633.19 4"x6" TEE INV=637.44

15" STORM SEWER 38.1 LF @ 0.50%

CONNECT TO EXISTING STORM INLET 12" INV IN (EXIST)=636.93 15" INV OUT (EXIST)=636.69 15" INV IN=636.79

STORM JUNCTION 15" INV OUT =636.82 15" INV IN=636.92

6" SANITARY SEWER 10.4 LF @ 10.00% 8" STORM SEWER 5.6 LF @ 60.5%

8" STORM SEWER SERVICE INV=640.50

DOUBLE SWEEP CLEANOUT 4" SAN. SEWER SVC INV=634.23

15" STORM SEWER 33.9 LF @ 0.50%

15" STORM SEWER 8.8 LF @ 0.50%

STORM JUNCTION 15" INV IN=637.52 15" INV OUT=637.42

**DO NOT ABANDON EXISTING STORM UNTIL PROPOSED STORM SYSTEM IS INSTALLED TO THIS JUNCTION

15" STORM SEWER 135.4 LF @ 0.50%

4" SANITARY SEWER 79.5 LF @1.00%

SANITARY CLEANOUT INV=636.63

4" SANITARY SEWER 74.7 LF @ 1.00%

SANITARY CLEANOUT INV=638.19

STORM AREA INLET 8" INV IN=639.02 12" INV IN=638.95 12" INV OUT=638.85

4" SANITARY SEWER 25.6 LF @ 1.00%

20.6 LF 8" STORM @ 8.74%

4" SANITARY SEWER 80.4 LF @ 1.00%

12" STORM SEWER 41.9 LF @ 0.50%

12" STORM SEWER 38.6 LF @ 0.50%

STORM AREA INLET 12" INV IN=638.74 6" INV IN=639.14 12" INV OUT=638.64

6" STORM SEWER 3.6 LF @ 42.37%

6" STORM SEWER SERVICE INV AT BUILDING=640.75

SANITARY CLEANOUT INV=637.38

STORM AREA INLET 12" INV IN=638.45 15" INV OUT=638.20

10" STORM SEWER 25.7 LF @ 0.50%

10" STORM SEWER SERVICE INV AT BUILDING=638.50

8" STORM SEWER SERVICE INV AT BUILDING=640.75

DOUBLE SWEEP CLEANOUT INV=638.45

4" SANITARY SEWER SERVICE INV AT BUILDING=638.50

4" FIRE SERVICE

2" DOMESTIC SERVICE

4" DIP WITH NITRILE GASKETS FIRE SERVICE

2" TYPE K COPPER DOMESTIC SERVICE

PROPOSED IMON FIBER OPTIC SERVICE

4" PIV

2" SHUT OFF

PROPOSED GAS METER

TRENCH DRAIN 12" STORM SEWER INV OUT = 638.96

12" STORM SEWER 130.2 LF @ 0.50%

TRENCH DRAIN SLOPE BOTTOM TO CENTER OUTLET 1.00% MIN

4" COMBINED WATER SERVICE

4" TAPPING VALVE

CONNECT TO EXITING 12" LIVE TAP BY CITY OF DUBUQUE

REMOVE EXISTING SERVICE TO CORP STOP

CONNECT SERVICE TO EXISTING MAIN ON WEST SIDE OF BLUFF ST

EXPOSE NEWLY INSTALLED IMON/CITY FIBER OPTIC CONDUIT PRIOR TO TAPPING WATER MAIN. COORDINATE TO ENSURE WATER SERVICE CROSSES UNDER CONDUIT AND MAINTAINS MINIMUM OF 5.5' COVER.

SANITARY MANHOLE RIM = 640.37 FLIN (E) = 629.35 FLOUT (N) = 629.20

STORM MANHOLE RIM = 640.32 FLOUT (W) = 635.81

STORM CATCH BASIN GRATE = 640.38 FLIN (S) 15" = 636.10 FLOUT (S) = 635.08

STORM CATCH BASIN GRATE = 640.48 FLOUT (S) 15" = 636.40

FIRE HYDRANT ARROW = 643.71

CONNECT TO EXISTING STORM INLET 15" INV OUT (EXIST)=636.40 12" INV IN=636.65

12" STORM SEWER 6.0 LF @ 0.50%

STORM JUNCTION 12" INV IN=636.76 12" INV OUT=636.68

12" STORM SEWER 97.5 LF @ 0.50%

STORM JUNCTION 12" INV IN=637.37 12" INV OUT=637.27

SANITARY MANHOLE RIM = 642.49 FLIN (N) = 634.36 FLOUT (S) = 634.11

12" STORM SEWER 55.9 LF @ 0.50%

STORM JUNCTION 12" INV IN=637.75 12" INV OUT=637.65

12" STORM SEWER 35.5 LF @ 0.50%

STORM JUNCTION 12" INV IN=638.03 12" INV OUT=637.93

12" STORM SEWER 35.3 LF @ 0.50%

STORM JUNCTION 12" INV IN=638.31 12" INV OUT=638.21

STORM CATCH BASIN GRATE = 642.74

STORM CATCH BASIN GRATE = 639.30 FLOUT (N) 15" = 639.49

STORM CATCH BASIN GRATE = 643.09 FLOUT (S) 15" = 639.94

STORM MANHOLE RIM = 645.48 FL = 633.94

SANITARY MANHOLE RIM = 646.27 FLIN (N) = 636.92 FLOUT (S) = 636.86

STORM CATCH BASIN GRATE = 649.29 FLOUT (E) 15" = 645.62

SANITARY MANHOLE RIM = 651.77 FLIN (N) = 641.77 FLIN (W) = 641.67 FLOUT (S) = 641.57

12" WM

SCALE: 30X40 1" = 10'

Architect
SCHULHOF RASHIDI ARCHITECTS, LLP
E info@schulhofrashidi.com
T 646.374.6022

Associate Architect
bnim
BNIM Architects
317 Sixth Avenue, Suite 100, Des Moines IA 50309
p 515.974.0640 f 816.783.1991

Civil Engineer
USING Associates, Inc. ENGINEERS & SURVEYORS

30% CONSTRUCTION DOCUMENTS (INTERNAL)

JULY 11, 2025

REVISIONS

NOT FOR CONSTRUCTION

DUBUQUE MUSEUM OF ART
701 LOCUST ST

DWN BY: PJN

SCALE: 1"=10' (E SIZE)

SITE UTILITY PLAN

C3.00

Copyrighted
April 20, 2026

City of Dubuque
City Council

PUBLIC HEARINGS # 3.

ITEM TITLE:	Dubuque Children’s Zoo Lease Agreement
SUMMARY:	Proof of Publication on notice of public hearing to consider adopting the attached resolution approving a Lease Agreement between the City of Dubuque, Iowa and the Dubuque Children’s Zoo Boosters, Inc. and City Manager recommending approval. RESOLUTION Approving a Lease Agreement by and between the City of Dubuque and Dubuque Children’s Zoo Boosters, Inc. for Real Property Located in the City of Dubuque, Iowa
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Public Hearing and Approval of a Lease Agreement By and Between the City of Dubuque, Iowa and the Dubuque Children’s Zoo Boosters, Inc
2. Staff Memo Dubuque Children’s Zoo Boosters, Inc. Lease Agreement Memo 4-2026
3. Approving Lease Resolution- Dubuque Children's Zoo Boosters Inc
4. DubuqueChildrensZooBoostersLease signed

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Public Hearing and Approval of a Lease Agreement By and Between the City of Dubuque, Iowa and the Dubuque Children's Zoo Boosters, Inc.

DATE: April 14, 2026

Parks and Recreation Director Matthew Kalcevich is recommending City Council adopt the attached resolution approving a Lease Agreement between the City of Dubuque, Iowa and the Dubuque Children's Zoo Boosters, Inc.

The Parks and Recreation Commission reviewed the proposed lease agreement and unanimously approved at their March 10, 2026, meeting.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Matthew Kalcevich, Parks and Recreation Director
Steve Fehsal, Park Division Manager

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Matthew K. Kalcevich, Parks and Recreation Director

SUBJECT: Public Hearing and Approval of a Lease Agreement By and Between the City of Dubuque, Iowa and the Dubuque Children's Zoo Boosters, Inc.

DATE: April 14, 2026

INTRODUCTION

The purpose of this memo is to request the City Council to adopt the attached resolution approving a Lease Agreement between the City of Dubuque, Iowa and the Dubuque Children's Zoo Boosters, Inc.

BACKGROUND

The City's current lease agreement with Dubuque Children's Zoo Boosters, Inc. is in full effect and expires on April 30, 2026.

DISCUSSION

The Dubuque Children's Zoo Boosters, Inc. leases approximately 10 acres of FDR Park on North Cascade Road to operate the Storybook Hill Children's Zoo. This area has been leased to the Zoo Boosters for many years. The Zoo has become one of the treasures of the community.

The current lease agreement executed in 2019 is a (1) one-year lease with five (5) one-year renewal terms and will expire on April 30, 2026. The proposed lease is a (1) one-year lease with five (5) one-year renewal terms and would expire on April 30, 2032, if annually renewed.

The proposed lease agreement was reviewed, updated, and approved by the City's Legal Department. The proposed lease agreement has also been reviewed, approved, and signed by the Dubuque Children's Zoo Boosters, Inc.

The Parks and Recreation Commission reviewed the proposed lease agreement and unanimously approved at their March 10, 2026, meeting.

ACTION REQUESTED

I respectfully request the City Council adopt the attached resolution approving a Lease Agreement between the City of Dubuque, Iowa and the Dubuque Children's Zoo Boosters, Inc.

Prepared by Steve Fehsal, Park Division Manager

Prepared by Matthew Kalcevich, Parks and Recreation Director, 2200 Bunker Hill Road, Dubuque, IA 52001, (563) 589-4263
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. -26

APPROVING A LEASE AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND DUBUQUE CHILDREN'S ZOO BOOSTERS, INC. FOR REAL PROPERTY LOCATED IN THE CITY OF DUBUQUE, IOWA

WHEREAS, the City of Dubuque, Iowa (City) has tentatively entered into a Lease Agreement with Dubuque Children's Zoo Boosters, Inc. subject to City Council approval, under which Dubuque Children's Zoo Boosters, Inc. will lease the following-described real property on 14000 N Cascade Road in Dubuque County, Iowa (the Property):

Franklin Delano Roosevelt Park: Lot 1 of the west half of the northeast one-quarter of Section 4, Township 88 North, Range 2 East of fifth principal meridian in Dubuque County, Iowa and Mineral Lots 272 and 273, Lot 1 of Mineral Lot 271, Lot 1 of Mineral Lot 274, and Lot 1 of Mineral Lot 276 in Dubuque Township, Dubuque County, Iowa; and

WHEREAS, Dubuque Children's Zoo Boosters, Inc. desires to lease the property for a term of one-year with five (5) renewable one-year terms during the lease period and continue to operate the children's zoo; and

WHEREAS, pursuant to a published notice, a public hearing was held on the proposed Lease Agreement on April 20, 2026; and

WHEREAS, the City Council finds that it is in the best interest of the City of Dubuque to approve the 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 Lease Agreement attached hereto is hereby approved.

Section 2. The Mayor is hereby authorized and directed to sign the Lease Agreement on behalf of the City of Dubuque.

Passed, approved and adopted this 20th day of April, 2026.

Attest: Brad M. Cavanagh, Mayor

Adrienne N. Breitfelder, City Clerk

LEASE AGREEMENT
BETWEEN
THE CITY OF DUBUQUE, IOWA
AND
DUBUQUE CHILDREN'S ZOO BOOSTERS, INC.

THIS LEASE AGREEMENT, dated for reference purposes the _____ day of _____, 2026, is made and entered into by and between the City of Dubuque, Iowa (the "City"), whose address for the purpose of this Lease Agreement is 2200 Bunker Hill Road, Dubuque, Iowa, and Dubuque Children's Zoo Boosters, Inc. (Zoo Boosters), whose address for the purpose of this Lease Agreement is 1610 Lori Ct., Dubuque, Iowa.

WHEREAS, City is the owner of a public facility known, called, and named Franklin D. Roosevelt Park (the "Park"); and

WHEREAS, Zoo Boosters desires to lease a section of the Park shown on Exhibit A (the "Leased Premises") from City to operate a children's zoo (the "Zoo"); and

WHEREAS, it is deemed to be in the best interest of both parties to this Lease Agreement and to the public in general that Zoo Boosters lease the Leased Premises.

NOW, THEREFORE, the parties hereto mutually agree as follows:

SECTION 1. TERM OF LEASE AGREEMENT. This Lease Agreement is for a term of one (1) year commencing May 1, 2026, and terminating at midnight on April 30, 2027. This Lease Agreement shall automatically renew upon expiration from year-to-year, for a total of five (5) one-year renewal terms, upon the same terms and conditions, unless either party gives due and timely written notice of its desire to terminate this Lease Agreement pursuant to Section 13.2 of this Lease Agreement.

SECTION 2. RENT. The annual rental of one dollar ($1.00) must be paid to City by Zoo Boosters on or before the 1st day of May, 2026, and on or before May 1 of each renewal term.

SECTION 3. USE OF THE LEASED PREMISES. Zoo Boosters agree that during the term of the Lease Agreement, the Leased Premises will be used exclusively for zoo purposes. Animals displayed at the Leased Premises are limited to domestic/farm type animals. No animals may remain at the Leased Premises between October 1st and May 1st of each year of this Lease Agreement. Zoo Boosters may not allow the Leased Premises to be used by any other individuals, groups, organizations, or agencies without the prior written permission from City's Parks and Recreation Director.

SECTION 4. GROUNDS AND BUILDING MAINTENANCE.

4.1 Zoo Boosters is responsible for parking lot maintenance, well maintenance, and repair, septic system maintenance and repair, and playground and picnic area

development and maintenance at the Leased Premises and removal of trash from the Leased Premises. City will not provide trash pickup.

4.2 Zoo Boosters is responsible for all grounds maintenance and improvements, including but not limited to grass cutting, walkway, tree, flowerbed, and general grounds maintenance at the Leased Premises. Zoo Boosters must install, repair, and maintain fencing sufficient to prevent livestock from entering or exiting the Leased Premises.

4.3 Zoo Boosters is responsible for all building maintenance and improvements, including but not limited to interior and exterior building repair and painting, heating system maintenance, plumbing, electric, roof repair and maintenance, and pest control at the Leased Premises.

4.4 Any improvements made by Zoo Boosters must remain on the Leased Premises upon termination of this Lease Agreement, and will then become the property of City. Any proposed material improvements or modifications to the Leased Premises must be submitted in writing to the Parks and Recreation Director for approval, which approval may not be unreasonably withheld.

4.5 All improvements made by Zoo Boosters must be built, erected and maintained in strict conformity with all applicable federal, state, and municipal statutes and ordinances, and rules and regulations of the City of Dubuque Park and Recreation Commission.

SECTION 5. UTILITIES AND REFUSE. Zoo Boosters must pay the costs of all utilities serving the Leased Premises and must keep the Leased Premises free of litter and trash at all times.

SECTION 6. STAFFING. Zoo Boosters must provide competent and qualified staff under appropriate supervision to plan and implement its activities and to care for the Zoo.

SECTION 7. MANAGEMENT AND CONTROL. Zoo Boosters has the sole management authority and control of the Leased Premises.

SECTION 8. MONIES AND CONTRIBUTIONS. Zoo Boosters must use all monies and contributions derived from the use of the Leased Premises to operate, maintain, and improve the Zoo.

SECTION 9. CARE AND DISPLAY OF ANIMALS.

9.1 Zoo Boosters agree to comply with all federal, state, and local laws for the care of animals displayed at the Zoo. All federal, state, and local licenses or permits for the confinement and exhibition of animals must be obtained by Zoo Boosters and copies thereof must be furnished to City.

9.2 All animals must be displayed in a cage or pen in such a manner as to prevent human contact. The cage or pen must be fenced in such a manner to prevent humans from reaching into the cage or pen. The petting of animals by visitors to the Zoo must be

strictly prohibited, except for the petting of goats and horses, which may be displayed in such a way to allow petting. Any animal found dead must be removed by Zoo Boosters from the Leased Premises immediately.

SECTION 10. INSURANCE. Zoo Boosters must maintain at all times during the term of this Lease Agreement insurance as set forth in the attached Insurance Schedule A.

SECTION 11. INDEMNITY. Zoo Boosters agrees to indemnify and hold harmless City, its officers, and employees, from any and all damages or claims whatsoever, to persons or property, arising out of this Lease Agreement or by reason of Zoo Boosters' use or misuse of the Leased Premises.

SECTION 12. ASSIGNABILITY. Zoo Boosters may not assign or transfer any interest in this Lease Agreement without the prior written approval of City. Such prohibition includes contracts with third parties for the custody, management, or operation of the Leased Premises or any part thereof.

SECTION 13. TERMINATION.

13.1 In the event either party fails to keep, perform, or observe in a timely and proper manner any of its covenants or obligations under this Lease Agreement and any such violation is not cured or remedied within thirty (30) days after the date the party receives written notice from the other party of such failure or violation, or, if it is not practicable to cure or remedy such failure or violation within such thirty-day period, within such longer period as is reasonable under the circumstances, and as is specified in such notice, then, in such event, the other party may, at its option, terminate this Lease Agreement by written notice to the other. Upon termination, City has the right to enter the Leased Premises and assume exclusive use and control thereof.

13.2 This Lease Agreement may also be terminated by either party for any reason with or without cause upon sixty (60) days written notice delivered to the other party.

13.3 Upon termination of this Lease Agreement for any cause whatsoever, Zoo Boosters, at the option of City, agrees to surrender possession of the Leased Premises in its condition as when first leased or to restore the leased premises to substantially the same condition, ordinary wear and tear excepted.

SECTION 14. INSPECTIONS. City reserves the right to conduct periodic inspections of the Leased Premises for the purpose of determining whether the terms and conditions of this Lease Agreement are being promptly and faithfully performed by Zoo Boosters.

CITY OF DUBUQUE, IOWA

By: _____
Michael C. Van Milligen
City Manager

ATTEST:

By: _____
Adrienne N. Breitfelder, City Clerk

DUBUQUE CHILDREN'S ZOO BOOSTERS, INC.

By: _____
Craig Markham, President

EXHIBIT A

THE LEASED PREMISES



City of Dubuque Insurance Requirements for Lessees of City Property and Right of Way Licensees or Permittees

INSURANCE SCHEDULE A

1. Lessee shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the lease, license, or permit commencement. All lessees of City property and right of way licensees or permittees shall submit an updated certificate annually. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Lease Agreement dated _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. The lessee, licensee, or permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.

5. Failure to obtain or maintain the required insurance shall be considered a material breach of the lease, license, or permit.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Chief Financial Officer. The lessee, licensee, or permittee must identify and list in writing all deviations and exclusions from the ISO form.

8. If lessees, licensees, or permittee limits of liability are higher than the required minimum limits then the lessee's, licensee's, or permittee's limits shall be this agreement's required limits.

9. Lessee, licensee, or permittee shall require all subcontractors and subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Lessee, licensee, or permittee agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the lessee, licensee, or permittee.

10. Lessee, license & permittees shall be responsible for deductibles and self-insured retention and for payment of all policy premiums and other costs associated with the insurance policies required below.

11. All certificates of insurance must include the agent's name, phone number and email address.

12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in risk or other special circumstances during the term of the agreement, subject to the written mutual agreement attached hereto.

INSURANCE SCHEDULE A (Continued)

EXHIBIT I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	$2,000,000
Products-Completed Operations Aggregate Limit	$1,000,000
Personal and Advertising Injury Limit	$1,000,000
Each Occurrence	$1,000,000
Fire Damage Limit (any one occurrence)	$50,000
Medical Payments	$5,000

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with the ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 0001, or Business owners form BP 00 02, shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
6) Policy shall include Waiver of Right to Recover from Others Endorsement.
7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	$100,000
	Each Employee-Disease	$100,000
	Policy Limit-Disease	$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the lessee, licensee, or permittee is not required to purchase Workers' Compensation Insurance, the lessee, licensee, or permittee shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability

Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C) AUTOMOBILE LIABILITY

Coverage required: ___ Yes ___X___ No

Combined Single Limit $1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If permittees do not own any vehicles, coverage is required on non-owned and hired vehicles.

1) Policy shall include Waiver of Right to Recover from Others endorsement.

D) POLLUTION LIABILITY

Coverage required: ___ Yes ___X___ No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for the abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution products and completed operations coverage shall also be covered.

Each occurrence	$2,000,000
Policy Aggregate	$4,000,000

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 2010. (Ongoing operations) or its equivalent and CG2037(completed operations) or its equivalent.
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include waiver of right to recovery from others endorsement.

E) PROPERTY INSURANCE REQUIRED BY LEASE, LICENSE, OR PERMIT

___ Yes ___X___ No

Amount $_____

Include the City of Dubuque as Lender Loss Payable.

F) RIGHT-OF-WAY WORK ONLY:

UMBRELLA/EXCESS $1,000,000

___ Yes ___X___ No

The General Liability, Automobile Liability and Employer's Liability insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of

the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation AND Primary and Non-contributory in favor of the City.

G) FLOOD INSURANCE

___ Yes  No

If Required Coverage $_____

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

Copyrighted
April 20, 2026

City of Dubuque
City Council

PUBLIC HEARINGS # 4.

ITEM TITLE:	Collateral Assignment of Development Agreement - HG APT, LLC to Bellevue State Bank
SUMMARY:	Proof of Publication on notice of public hearing to consider a Collateral Assignment of Development Agreement by and between the City of Dubuque and HG APT, LLC to Bellevue State Bank and City Manager recommending approval. RESOLUTION - Approving A Collateral Assignment of Development Agreement by and between the City of Dubuque, Iowa and Hg Apt LLC to Bellevue State Bank for Property at 2901 Central Avenue
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Resolution Approving a Collateral Assignment DA HG APT LLC Assigning Rights to Bellevue State Bank for the Redevelopment of 2901 Central Ave
2. Staff Memo
3. Collateral Assignment
4. Resolution

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Approving a Collateral Assignment of Development Agreement by and between the City of Dubuque, Iowa and HG APT LLC Assigning Rights to Bellevue State Bank for the Redevelopment of 2901 Central Avenue

DATE: April 15, 2026

Assistant Economic Development Director Ian Hatch is recommending City Council approval a Resolution approving a Collateral Assignment of Development Agreement by and between the City of Dubuque, Iowa and HG APT LLC assigning rights to Bellevue State Bank for the redevelopment of 2901 Central Avenue.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director
Ian Hatch, Assistant Economic Development Director

Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
http://www.cityofdubuque.org

TO: Michael C. Van Milligen, City Manager

FROM: Ian C. Hatch, Assistant Economic Development Director

SUBJECT: Resolution Approving a Collateral Assignment of Development Agreement by and between the City of Dubuque, Iowa and HG APT LLC Assigning Rights to Bellevue State Bank for the Redevelopment of 2901 Central Avenue

DATE: April 14, 2026

INTRODUCTION

This memorandum presents for City Council review and approval a Resolution approving a Collateral Assignment of Development Agreement by and between the City of Dubuque, Iowa and HG APT LLC assigning rights to Bellevue State Bank for the redevelopment of 2901 Central Avenue.

BACKGROUND

On September 5, 2023, the Dubuque City Council entered into a Development Agreement with HG APT LLC by Resolution No. 290-23. The Development Agreement included a downtown housing creation grant of $180,000 ($10,000 x 8 units), a downtown rehabilitation grant of $35,000, and a fifteen-year tax increment financing award estimated to not exceed $393,194. Tax Increment Financing (TIF) incentives provide a reimbursement of a portion of the additional property tax revenue generated by a development project, calculated on the incremental increase in assessed value, and applied after the project has been fully completed.

DISCUSSION

HG APT LLC has successfully completed the redevelopment of 2901 Central Avenue including the creation of 18 new market rate rental units. All apartments are occupied and the building façade is a point of pride for the corridor. HG APT LLC intends to refinance the construction costs with Bellevue State Bank. As part of the refinancing arrangement,

HG APT LLC is assigning its rights and obligations under the Development Agreement, including the TIF incentive to Bellevue State Bank. Collateral assignments of Development Agreements are a common practice of community development.

BUDGET IMPACT

There is no impact to the budget as these incremental property tax rebates have already been authorized and incorporated into the terms of the Development Agreement.

RECOMMENDATION

I respectfully request City Council adopt the attached Resolution approving the Collateral Assignment of Development Agreement by and between the City of Dubuque, Iowa and HG APT LLC assigning rights to Bellevue State Bank for the redevelopment of 2901 Central Avenue.

COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT (this **"Assignment")** is made as of March 6, 2026, by and among **HG APT LLC,** an Iowa limited liability company **("Borrower/Developer" further known as "Assignor")** in favor of **Bellevue State Bank ("Lender").**

RECITALS

A. Borrower owns, or will own, the property located at 2901 Central Avenue, located in the City of Dubuque, State of Iowa (the **"Property").** Borrower intends to develop the Property as a 18-unit multi-family apartment project located on the Property with other related improvements (collectively, the **"Project")**

B. Subject to the terms and conditions of that certain Loan Agreement between Borrower and Lender of even date herewith (the **"Loan Agreement"),** Lender has made a term loan to the Borrower (the **"Term Loan"),** as evidenced by a Term Note dated October 22, 2025.

C. Borrower and the City of Dubuque (the **"City")** entered into that certain Development Agreement, dated June 22, 2023, pursuant to which the City has agreed to provide Economic Development Grants to Borrower or Developer estimated up to a principal amount of $393,194.00 (the **"TIF Payments").**

D. Lender requires Assignor to execute and deliver this Assignment as collateral for the Loans.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Borrower, Borrower hereby agrees as follows:

1. Assignment. As security for Borrower's obligations under the Notes, the Loan Agreement and the other documents evidencing or securing the Loans (collectively, the **"Loan Documents")** (collectively, the **"Obligations"),** Assignor hereby collaterally assigns to Lender all of its right, title, and interest in and to the Development Agreement, including all of Assignor's rights to receive the TIF Payments thereunder, it being understood and agreed that, if and when the Obligations are satisfied in full, then this Assignment shall terminate.

2. Lender's Rights Upon Default. If a default occurs under the Loan Documents beyond any applicable notice and cure period (an **"Event of Default"),** then Lender may at its option upon written notice to Borrower and the City, but without any obligation to do so, elect to assume Assignor's rights and obligations under the Development Agreement, in which case Lender shall have all of the rights and obligations of Assignor under the Development Agreement from, and after the date of notice to the City. Prior to the occurrence of an Event of Default and the written election by Lender to assume Assignor's rights and obligations under the

Development Agreement, nothing in this Agreement shall be construed as an assumption by Lender of any liability or obligation of Assignor under the Development Agreement. Nothing herein constitutes a release by the City of Assignor from its obligations under the Development Agreement even if Lender elects to assume Assignor's rights and obligations thereunder, and to the extent the Developer Agreement is not performed by Lender, Assignor remains responsible to the City for all of its obligations under the Development Agreement.

3. Performance of Assignor. Assignor shall faithfully abide by, perform and discharge each of Assignor's obligations, covenants and agreements under the Development Agreement and shall take such actions as may be necessary or required under the Development Agreement to cause the Minimum Investment in the Project and the prompt commencement of TIF Payments to Borrower thereafter. Without the prior written consent of Lender, Assignor shall not (a) modify or in any way alter the terms of the Development Agreement, (b) pledge or assign the Development Agreement, (c) waive any of its rights under the Development Agreement, (d) terminate or surrender the Development Agreement, or (d) cause or permit the TIF Payments to be made to any party but Borrower of Lender. Developer hereby acknowledges and agrees and directs the City that all TIF Payments shall be paid to Borrower (not to Developer).

4. TIF Loan Proceeds. Borrower shall, immediately upon receipt of any TIF Payments from the City, deposit such funds into Borrower's operating account established with Lender; which funds may be used to pay Project Operating Expenses or disbursed only in accordance with Borrower's Operating Agreement. Upon notice from Lender to the City, with a copy to Borrower, of an Event of Default under the Loan Documents or otherwise upon Lender's request, Borrower and Developer authorize and direct the City to make the TIF Payments due to Borrower to Lender directly. The City shall have no obligation to verify any of the information in such notice.

5. **Grant Loan Proceeds.** Borrower shall, immediately upon receipt of any Grant Payments from the City, deposit such funds into Borrower's operating account established with Lender; which funds may be used to pay Project Operating Expenses or disbursed only in accordance with Borrower's Operating Agreement. Upon notice from Lender to the City, with a copy to Borrower, of an Event of Default under the Loan Documents or otherwise upon Lender's request, Borrower and Developer authorize and direct the City to make the Grant Payments due to Borrower to Lender directly. The City shall have no obligation to verify any of the information in such notice.

6. Protect Security. At Borrower's sole cost and expense, Borrower shall appear and defend any action or proceeding arising under, during, out of or in any manner connected with the Development Agreement or the obligations, duties or liabilities of Assignor under the evelopment Agreement, and shall pay any reasonable costs and expense of Lender, including reasonable attorneys' fees, in any such action or proceeding in which Lender decides, in its sole discretion, to appear.

7. Representations and Covenants. Assignor represents and warrants that (a) Assignor has the full right to collaterally assign the Development Agreement; (b) the

Development Agreement is valid, is in full force and effect and has not been modified or amended; (c) Lender shall have a first priority lien and security interest in and to the Development Agreement and the TIF Payments, there are no outstanding assignments or pledges of the Development Agreement or TIF Payments and Assignor shall not make any further assignments or pledges of the Development Agreement or TIF Payments during the term of the loans without the consent of Lender; and (e) there are no existing defaults, rights of setoff, or claims for additional payments under the Development Agreement.

8. Authorization. Upon an Event of Default, Assignor irrevocably constitutes and appoints Lender its true and lawful attorney-in-fact in Assignor's name or in Lender's name, or otherwise, to enforce all rights of Assignor under the Development Agreement, and such power, being coupled with an interest, is irrevocable.

9. No Liability For Lender. Subject to the Provisions of Section 2, Lender shall not be obligated to perform or discharge and does not by this Assignment, undertake to perform or discharge any obligation, duty or liability under the Development Agreement.

10. Assignor Holds Lender Hannless. Assignor shall indemnify and hold Lender harmless of and from (a) any and all liability, loss or damage which it incurs under the Development Agreement or by reason of this Assignment; and (b) any and all claims and demands which are asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Development Agreement. The amount of all such liabilities, losses, damages, claims and demands, and the cost of defending against them, including costs, expenses and reasonable attorneys' fees, are secured by this Assignment and constitute part of the Obligations. Assignor shall reimburse Lender for such amounts immediately upon demand.

11. Security Interest in Agreements. In addition, Assignor hereby grants to Lender a security interest in Assignor's right, title, and interest in the Development Agreement and the TIF Payments, if and to the extent that a security interest may be granted therein under the Uniform Commercial Code, and Assignor acknowledges that Lender shall have all of the rights and remedies with respect thereto provided for by the Uniform Commercial Code, in addition to the other rights and remedies herein granted to Lender, in the event of the occurrence of an Event of Default.

12. Successors and Assigns. This Assignment shall be binding upon Assignor and its successors and assigns, and shall insure to the benefit of Lender, its successors and assigns. Assignor shall not assign its obligations or interests under the TIF Agreement or under this Assignment without Lender's prior written consent.

13. Governing Law. This Assignment shall be governed by the laws of the State of Iowa.

14. Validity Clause. This Assignment shall confer to Lender the rights and benefits described in this Assignment to the full extent allowable by law. The unenforceability or invalidity of any of the provisions of this Assignment shall not render any other provision or

provisions unenforceable or invalid. Any provision found to be unenforceable shall be severable from this Assignment without invalidating the remainder of such provision or the remaining provisions of this Assignment.

15. Notices And Approvals. Any notice that either party may desire or may be required to give to any other party shall be in writing and shall be delivered as required under the Loan Documents, and, with respect to Assignor, shall be sent to the following address: c/o Bellevue State Bank, 200 S 2nd Street, Bellevue, Iowa 52031.

16. Counterparts. This Assignment may be signed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one instrument. The signature of a party to this Assignment transmitted by facsimile or electronic mail to the other party shall be deemed an original signature.

SIGNATURE PAGE TO COLLATERAL ASSIGNMENT
OF DEVELOPMENT AGREEMENT

Dated as of the date first set forth above.

ASSIGNOR:

HG APT LLC

By: Joshua Manders, Member of HG APT LLC

By: Jenna R Manders, Member of HG APT LLC
NKA Jenna R Dyer

By: Jace M Manders, Member of HG APT LLC

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

BRANDT MOORE
Commission Number 836995
My Comm. Exp. 1/29/2028

On this 6 day of March, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Joshua Manders, Jenna R Manders and Jace M Manders and acknowledged said execution of the instrument to be his/her voluntary act and deed.

Notary Public in and for
Dubuque County, Iowa

Lender:

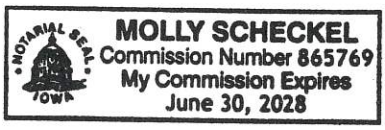
Bellevue State Bank

Brandt A Moore

By: Brandt A Moore, Assistant Vice President

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this 6 day of March, 2026, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brandt A Moore and acknowledged said execution of the instrument to be his/her voluntary act and deed.



Molly Scheckel

Notary Public in and for
Dubuque County, Iowa

CONSENT OF CITY AND ESTOPPEL

THIS CONSENT OF CITY AND ESTOPPEL is made by the City of Dubuque (the "City") for the benefit of Bellevue State Bank ("Lender") with respect to that certain Development Agreement, dated June 22,2023, between HG APT LLC **("Borrower/Developer" further known as "Assignor"),** and the City (the "TIF Agreement").

1. Payment Direction. Upon written request of Lender, City agrees to make all Economic Development Grants (TIF Payments) (as defined in the Development Agreement) directly to Lender at the following address: Bellevue State Bank, 200 S 2nd St, Bellevue, Iowa 52031 until Lender further notifies the City that the Obligations have been paid in full and the Assignment terminated.

2. Consent to Assignment. The City hereby consents to the foregoing Collateral Assignment of Development Agreement (the "Assignment") and agrees that if Lender notifies the City in writing that Lender is exercising its right to assume Assignor's rights and obligations under the Development Agreement, the City shall continue to perform its obligations under the terms of the TIF Agreement in the manner specified in the therein as if Lender were originally a party to the Development Agreement. Lender's obligations under the foregoing Assignment are not personal obligations or binding on any of Lender's assets, except Lender's interest in the Property, if any.

3. No Release. Nothing in the foregoing Assignment constitutes a release by the City of Assignor from its obligations under the Development Agreement even if Lender elects to assume Assignor's rights and obligations thereunder, and to the extent the Development Agreement is not performed by Lender, Assignor remains responsible to the City for all of its obligations under the Development Agreement.

3. Notice and Cure Rights. The City shall provide Lender with copies of any notices given to Assignor under the Development Agreement, in the same manner and at the same time as required thereunder to the following address: Bellevue State Bank, 200 S 2nd St, Bellevue, Iowa 52031. City agrees that Lender shall have the right to cure any default by Assignor under the Development Agreement and City agrees to accept any cure of such a default by Lender as if such cure were tendered or performed by Assignor.

4. Estoppel. City represents and warrants to Lender that as of the date hereof: (i) the Development Agreement is and remains in full force and effect, (ii) no default currently exists under the Development Agreement and no condition exists which, with the passage of time, would constitute a default under the Agreement or would prevent the payment of the Economic Development Grants in accordance with the Development Agreement.

5. No Amendment. City agrees that it shall not, without the prior written consent of the Lender, amend or modify or consent to any modification or amendment of the Development Agreement.

6. Conflict. Assignor acknowledges that City's consent is granted only insofar as said terms and conditions do not conflict with the terms of the Development Agreement. Any conflict between the terms of the Assignment and Development Agreement shall be resolved pursuant to the language of the Development Agreement.

CITY OF DUBUQUE

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

EXIBIT A
LEGAL DESCRIPTION

Lot 1 of Lot 1 of PARAGON SQUARE, in the City of Dubuque, Iowa, according to the recorded plat thereof.

Ian C. Hatch, Assistant Economic Development Director, 1300 Main Street, Dubuque, IA 52001, (563) 589-4105
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. ___-26

APPROVING A COLLATERAL ASSIGNMENT OF DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND HG APT LLC TO BELLEVUE STATE BANK FOR PROPERTY AT 2901 CENTRAL AVENUE

Whereas, the City of Dubuque, Iowa (City), and HG APT LLC entered into a Development Agreement (the "Agreement") dated September 5, 2023, providing certain rights and obligations with respect to the property legally described as

Lot 1 of Lot 1 of PARAGON SQUARE, in the City of Dubuque, Iowa, according to the recorded Plat thereof

(the Property); and

Whereas, the Agreement provides for certain incentives to HG APT LLC for the completion of the Minimum Improvements; and

Whereas, HG APT LLC intends to assign the rights to those certain incentives as collateral to Bellevue State Bank under a Collateral Assignment of Development Agreement attached hereto; and

Whereas, the City Council of the City of Dubuque finds that consent to the Collateral Assignment of Development Agreement is in the best interests of the City of Dubuque; and

Whereas, in accordance with Iowa Code Section 364.7 a public hearing was held to 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 Collateral Assignment of Development Agreement by and between the City of Dubuque, Iowa and HG APT LLC to Bellevue State Bank is hereby approved.

Section 2. The Mayor is hereby authorized and directed to sign the Collateral Assignment of Development Agreement on behalf of the City of Dubuque.

Passed, approved, and adopted this 20th day of April, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish L. Gleason, Assistant City Clerk

Copyrighted
April 20, 2026

City of Dubuque
City Council

PUBLIC HEARINGS # 5.

ITEM TITLE:	Development Agreement - Iron Creek Group, LLC for the Redevelopment of 1222-1240 Locust Street
SUMMARY:	Proof of Publication on notice of public hearing to consider a proposed Development Agreement by and between the City of Dubuque, Iowa and Iron Creek Group, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations and City Manager recommending approval. RESOLUTION Approving a Development Agreement by and between the City of Dubuque, Iowa and Iron Creek Group, LLC for the Redevelopment of the Property At 1222-1240 Locust Street, Including the Issuance of Urban Tax Increment Revenue Obligations
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Resolution Approving DA Iron Creek Group, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations DA
2. Staff Memo
3. Development Agreement
4. Resolution

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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 Iron Creek Group, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: April 15, 2026

Assistant Economic Development Director Ian Hatch is recommending City Council adopt the attached Resolution approving a proposed Development Agreement by and between the City of Dubuque, Iowa and Iron Creek Group, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

Iron Creek Group, LLC submitted an application for housing creation and the rehabilitation of the façade of 1222-1240 Locust Street. The applicant is proposing a $600,000 project that will create eight new residential rental units and restore the building façade.

The key elements of the Development Agreement include the following:

1. Developer will make a capital investment of approximately $600,000 to rehabilitate the property.
2. Developer must create 8 residential rental units.
3. Developer will receive 15 years of tax increment financing incentives in the form of semi-annual rebates. Tax increment financing incentives are estimated to not exceed $78,777.
4. City to award a Downtown Housing Incentive Grant in an amount of $80,000 ($10,000 x 8 units)
5. City to award a Downtown Rehabilitation Grant not to exceed $35,000.
6. City of Dubuque will amend the Greater Downtown Urban Renewal District Plan to accommodate the issuance of tax increment financing incentives.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director
Ian Hatch, Assistant Economic Development Director

Economic Development
Department
50 West 13th Street
Dubuque, Iowa 52001-4864
Office (563) 589-4393
TTY (563) 690-6678
http://www.cityofdubuque.org

TO: Michael C. Van Milligen, City Manager

FROM: Ian C. Hatch, Assistant Economic Development Director

SUBJECT: Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and Iron Creek Group, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: April 14, 2026

INTRODUCTION

This memorandum is a request for the City Council to adopt the attached Resolution approving a proposed Development Agreement by and between the City of Dubuque, Iowa and Iron Creek Group, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

BACKGROUND

The property at 1222-1240 Locust Street is largely vacant and underutilized. The existing units are dilapidated and poorly organized throughout the space. Iron Creek Group, LLC, operated by Flint Drake, intends to completely rehabilitate the structure by taking the existing units down to the studs and creating four new two-bedroom units and four new one-bedroom units. Plans also include new HVAC, electrical, flooring, and lighting and restoration of the building façade utilizing historic tax credits.

DISCUSSION

Iron Creek Group, LLC submitted an application for housing creation and the rehabilitation of the façade of 1222-1240 Locust Street. The applicant is proposing a $600,000 project that will create eight new residential rental units and restore the building façade.

The key elements of the Development Agreement include the following:

1. Developer will make a capital investment of approximately $600,000 to rehabilitate the property.
2. Developer must create 8 residential rental units.
3. Developer will receive 15 years of tax increment financing incentives in the form of semi-annual rebates. Tax increment financing incentives are estimated to not exceed $78,777.
4. City to award a Downtown Housing Incentive Grant in an amount of $80,000 ($10,000 x 8 units)
5. City to award a Downtown Rehabilitation Grant not to exceed $35,000.
6. City of Dubuque will amend the Greater Downtown Urban Renewal District Plan to accommodate the issuance of tax increment financing incentives.

The Development Agreement requires Developer to accept applications from prospective tenants with housing choice vouchers (issued under the U.S. HUD's Section 8 voucher program or a similar program) that are otherwise qualified prospective tenants.

RECOMMENDATION/ ACTION STEP

I recommend 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
IRON CREEK GROUP, LLC

This Development Agreement (Agreement) dated for reference purposes the 30 day of March, 2026 is made and entered into by and between the City of Dubuque, Iowa (City), and Iron Creek Group, LLC (Developer).

WHEREAS, Developer is the owner of the real estate locally known as 1222-1240 Locust Street, Dubuque, Iowa and legally described as follows (the Property):

> The Southerly 32 feet of the Northerly 64 feet of Lot 477A, and The Northerly 32 feet of Lot 477A in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof

; and

WHEREAS, the Property is located in the Greater Downtown Urban Renewal District (the District) which has been so designated by City Council Resolution 123-67, on May 18, 1967 as a slum and blighted area (the Project Area) defined by Iowa Code Chapter 403 (the Urban Renewal Law); and

WHEREAS, Developer will undertake the redevelopment of a building (the Building) located on the Property (the Project) and will be operating the same during the term of this Agreement; and

WHEREAS, it is in the City's best interest to preserve the Building; and

WHEREAS, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on May 18, 1967, and last amended on February 16, 2026, City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan, as amended; and

WHEREAS, the Dubuque City Council believes it is in the best interests of the City to encourage Developer in the development of the Property by providing certain incentives as set forth herein.

NOW, THEREFORE, the parties to this Development Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

SECTION 1. REPRESENTATIONS AND WARRANTIES

1.1 Representations and Warranties of City. In order to induce Developer to enter into this Agreement, City hereby represents and warrants to Developer that to the best of City's knowledge:

(1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at the time of closing confirming the representations contained herein, in the form attached hereto as Exhibit A.

(2) City shall exercise its best efforts to cooperate with Developer in the development process.

(3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.

(4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City, or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.

(6) No ordinance or hearing is now before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting

the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this section shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

(8) As of the date of this Agreement there has been prepared and approved by City an Urban Renewal Plan for the Project Area consisting of the Urban Renewal Plan for the Greater Downtown Urban Renewal Plan, most recently approved by City Council of City on April 21, 2025, and as subsequently amended through and including the date hereof, attached as Exhibit E (the Urban Renewal Plan). A copy of the Urban Renewal Plan, as constituted on the date of this Agreement and in the form attached hereto, has been recorded among the land records in the office of the Recorder of Dubuque County, Iowa.

1.2 Representations and Warranties of Developer. The Developer makes the following representations and warranties:

(1) Developer is a limited liability corporation duly organized and validly existing under the laws of the State of Iowa and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

(2) This Agreement has been duly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally. Developer's counsel shall issue a legal opinion to City, at the time of closing, confirming the representations contained herein, in the form attached hereto as Exhibit B.

(3) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the articles of incorporation or the bylaws of Developer or any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, or constitute a

default under any of the foregoing.

(4) There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business, financial position or result of operations of Developer or which affects the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

(5) Developer will perform its obligations under this Agreement in accordance with the material terms of this Agreement, the Urban Renewal Plan and all local, state and federal laws and regulations.

(6) Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all material requirements of all applicable local, state, and federal laws and regulations which must be obtained or met.

(7) Developer has firm commitments for permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the requirements of this Agreement and shall provide evidence thereof to City prior to the Public Hearing.

1.3 Closing. The closing shall take place on the Closing Date which shall be the 5th day of May, 2026, or other such date as the parties shall agree in writing but in no event shall the Closing date be later than the 28th day of May 2026. Consummation of the closing shall be deemed an agreement of the parties to this Agreement that the conditions of closing shall have been satisfied or waived.

1.4 Conditions to Closing. The closing of the transaction contemplated by this Agreement and all the obligations of Developer under this Agreement are subject to fulfillment, on or before the Closing Date, of the following conditions:

(1) The representations and warranties made by City in Section 1.1 shall be correct as of the Closing Date with the same force and effect as if such representations were made at such time. At the closing, City shall deliver a certificate to that effect in the form of Exhibit C.

(2) Developer shall have the right to terminate this Agreement at any time prior to the consummation of the closing on the Closing Date if Developer determines in its sole discretion that conditions necessary for the successful completion of the Project contemplated herein have not been satisfied in Developer's sole discretion. Upon

the giving notice of termination by Developer to City, this Agreement shall be deemed null and void.

(3) Developer and City shall be in material compliance with all the terms and provisions of this Agreement.

(4) Developer shall have furnished City with evidence, prior to the Public Hearing, in a form satisfactory to City (such as a letter of commitment from a bank or other lending institution), that Developer has firm financial commitments in an amount sufficient, together with equity commitments, to complete the Minimum Improvements (as defined herein) in conformance with the Construction Plans (as defined herein), or City shall have received such other evidence of Developer's financial ability as City in its reasonable judgment City requires.

(5) Developer's counsel shall issue a legal opinion to City confirming the representations contained herein in the form attached hereto as Exhibit B.

1.5 City's Obligations at Closing. At or prior to the Closing Date, City shall deliver to Developer such other documents as may be required by this Agreement, all in a form satisfactory to Developer.

SECTION 2. DEVELOPMENT ACTIVITIES

2.1 Required Minimum Improvements. Developer will make a capital investment of approximately Six Hundred Thousand Dollars ($600,000) to improve the Building (the Minimum Improvements). The Minimum Improvements include creating eight (8) new residential units and rehabilitating the façade including doors and windows.

2.2 Plans for Construction of Minimum Improvements. Plans and specifications with respect to the development of the Property and the construction of the Minimum Improvements thereon (the Construction Plans) shall be in conformity with Urban Renewal Plan, this Agreement, and all applicable state and local laws and regulations, including but not limited to any covenants, conditions, restrictions, reservations, easements, liens and charges, recorded in the records of Dubuque County, Iowa. Developer shall submit to City, for approval by City, plans, drawings, specifications, and related documents with respect to the improvements to be constructed by Developer on the Property. All work with respect to the Minimum Improvements shall be in substantial conformity with the Construction Plans approved by City.

2.3 Timing of Improvements. Developer hereby agrees that construction of the Minimum Improvements on the Property shall begin by June 1, 2026, 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.

2.4 Certificate of Completion. Promptly following the request of Developer upon completion of the Minimum Improvements, City shall furnish Developer with an appropriate instrument so certifying. Such certification (the Certificate of Completion) shall be in the form attached as Exhibit G and shall be a conclusive determination of the satisfaction of Developer's obligations to make the Minimum Improvements under this Agreement and completion of the Minimum Improvements by Developer as required by this Agreement.

2.5 Security Cameras. Developer shall install security cameras on the exterior of all buildings on the Property and register said cameras with the "Secure Dubuque Personal Surveillance System" described at https://cityofdubuque.org/2980/Secure-Dubuque.

SECTION 3. CITY PARTICIPATION

3.1 Economic Development Grants to Developer. For and in consideration of Developer's obligations hereunder, and in furtherance of the goals and objectives of the urban renewal plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make thirty (30) consecutive semi-annual payments (such payments being referred to collectively as the Economic Development Grants) to Developer:

November 1, 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 403.9 of the Urban Renewal Law, in amounts equal to a portion of the tax increment revenues collected by City under Iowa Code Section 403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six-month period in respect of the Minimum Improvements constructed by Developer (the Developer Tax Increments). For purposes of calculating the amount of the Economic Development Grants provided in this Section, the Developer Tax Increments shall be only those tax increment revenues collected by City in respect of the increase in the taxable value of the Property above the assessed value on January 1, 2026 of Two Hundred Seven Thousand One Hundred Dollars ($207,100) (the Baseline Valuation). The Developer Tax Increments shall not include (i) any property taxes collected for the payment of bonds and interest of each taxing district, (ii) any taxes for the regular and voter-approved physical plant and equipment levy, (iii) the remaining actual amount of tax increment revenues collected by City in respect of the valuations of the Property prior to January 1, 2026 and (iv) any other portion required to be excluded by Iowa law, and thus such incremental taxes will not include all amounts paid by Developer as regular property taxes.

3.2 To fund the Economic Development Grants, City shall certify to the County prior to December 1, 2027 its request for the available Developer Tax Increments resulting from the assessments imposed by the County as of January 1 of that year and each year thereafter until and including January 1, 2045, to be collected by City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to the Developer on November 1 and May 1 of that fiscal year. (Example: if City certifies in December, 2027, the Economic Development Grants in respect thereof would be paid to the Developer on November 1, 2029, and May 1, 2030.)

3.3 The Economic Development Grants shall be payable from and secured solely and only by the Developer Tax Increments paid to City that, upon receipt, shall be deposited and held in a special account created for such purpose and designated as the Iron Creek 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 Iron Creek TIF Account to pay the Economic Development Grants, as and to the extent set forth in Section 3.1 hereof. The Economic Development Grants shall not be payable in any manner by other tax increments revenues,

or by general taxation or from any other City funds. City makes no representation with respect to the amounts that may be paid to Developer as the Economic Development Grants in any one year and under no circumstances shall City in any manner be liable to Developer so long as City timely applies the Developer Tax Increments actually collected and held in the Iron Creek TIF Account (regardless of the amounts thereof) to the payment of the Economic Development Grants to Developer as and to the extent described in this Section.

3.4 City shall be free to use any and all tax increment revenues collected in respect of other properties within the Project Area and the remaining actual amount of the property taxes paid by Developer to City, or any available Developer Tax Increments resulting from the termination of the annual Economic Development Grants under Section 3.1 hereof, for any purpose for which such tax increment revenues may lawfully be used pursuant to the provisions of the Urban Renewal Law, and City shall have no obligations to Developer with respect to the use thereof.

3.5 Downtown Housing Incentive.

(1) City agrees to provide to Developer on the terms and conditions set forth in the Downtown Housing Incentive Program attached hereto as Exhibit F, a grant in an amount not to exceed Eighty Thousand Dollars ($80,000.00) (the Grant).

(2) Grant funds will not be disbursed to Developer until City has issued a Certificate of Completion for the Project. The Grant shall be paid in Ten Thousand Dollar ($10,000.00) payments for each apartment that receives a Certificate of Completion up to a maximum of eight apartments. Prior to the disbursement of any funds, Developer shall provide evidence satisfactory to City that the Minimum Improvements have been completed in accordance with the Plans and other documentation submitted to City with the Downtown Housing Assistance application.

3.6. Downtown Rehabilitation Grant. City agrees to provide a matching (1:1) grant not to exceed Thirty-Five Thousand Dollars ($35,000) to reimburse Developer for documents costs related to the following eligible activities:

(1) Planning & Design predevelopment costs, architectural and engineering fees and other authorized soft costs associated with the rehabilitation of the Development Property on the terms and conditions set forth by the State Historic Preservation Office, as set forth in Exhibit I.

(2) Façade documented costs that improve the overall appearance of the Development Property, provided the Project meets the criteria of the Façade Grant

Program and on the terms and conditions set forth by the State Historic Preservation Office, as set forth in Exhibit I.

(3) Financial Consultant documented costs related to hiring a financial consultant to evaluate the Project's feasibility on the terms and conditions set forth in Exhibit I.

3.7. Payment of the Grant. The Grant shall be payable as follows:

(1) Any and all portions of the Grant shall be funded solely and only from available Program funds;

(2) Prior to the release of any grant funds, (i) Grant Recipient shall have submitted documentation of its eligible expenses under the corresponding grant program, and (ii) City shall have issued a Certificate of Completion; and

(3) The Grant funds shall be disbursed directly to Grant Recipient.

SECTION 4. NON- APPROPRIATION / LIMITED SOURCE OF FUNDING.

4.1 Non-Appropriation.

(1) Notwithstanding anything in this Agreement to the contrary, the obligation of City to pay any installment of the Economic Development Grants from the pledged tax increment revenues shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of City or a pledge of its full faith and credit within the meaning of any constitutional or statutory debt limitation, and shall be subject in all respects to the right of non-appropriation by the City Council of City as provided in this Section. City may exercise its right of non-appropriation as to the amount of the installments to be paid during any fiscal year during the term of this Agreement without causing a termination of this Agreement. The right of non-appropriation shall be exercised only by resolution affirmatively declaring City's election to non-appropriate funds otherwise required to be paid in the next fiscal year under this Agreement.

(2) In the event the City Council of City elects to not appropriate sufficient funds in the budget for any future fiscal year for the payment in full of the installments on the Economic Development Grants due and payable in that future fiscal year, then City shall have no further obligation to Employer or Developers for the payment of any installments due in that future fiscal year which cannot be paid with the funds then appropriated for that purpose.

(3) Developer acknowledges and agrees that the State of Iowa retains the authority to amend, modify, or repeal laws governing property tax, tax increment financing (TIF), and any related rebate mechanisms. City makes no representations or warranties regarding the continuation of current state law or the availability of rebates in their present form. In the event that any legislative or regulatory action by the State of Iowa alters or limits the availability, calculation, distribution, or administration of rebates, City shall have no obligation to compensate Developer for any resulting reduction, loss, or elimination of rebates. Developer assumes all risk associated with potential changes to applicable state law.

4.2 The right of non-appropriation reserved to City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to pay future installments on the Economic Development Grants shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision, and to this end the provisions of this Agreement are severable.

SECTION 5. COVENANTS OF DEVELOPER

5.1 The Minimum Improvements shall conform to the U.S. Secretary of the Interior's Standards for Rehabilitation.

5.2. Operation of Property.

(1) Housing Vouchers. For and in consideration of the Grant offered under this Agreement, during the operation of the Development Property as a rental residential property, as allowable by the Department of Housing and Urban Development, Developer shall accept, or cause to be accepted, applications from prospective tenants with housing vouchers issued under the U.S. HUD's Section 8 voucher program or a similar program who are otherwise qualified prospective tenants. Developer shall not deny any tenant a lease based on a public assistance source of income. A public assistance source of income means income and support derived

from any tax supported federal, state or local funds, including, but not limited to, social security, supplemental security income, temporary assistance for needy families, family investment program, general relief, food stamps, and unemployment compensation, housing choice voucher subsidies and similar rent subsidy programs. This Section 5.2 shall survive the termination of this Agreement. If Developer or Developer's successors or assigns violates the requirements of this Section 5.2 as determined by the City Manager in the City Manager's sole discretion after the termination of this Agreement, Developer or Developer's successors or assigns shall not be eligible for any City financial assistance programs.

(2) Short-Term Rental. For and in consideration of the Grant offered under this Agreement, during the operation of the Development Property as residential rental property and during the term of this Agreement, no residential rental unit shall be leased to any tenant for an initial term of fewer than thirty (30) days, and no portion of the Development Property may be used for short-term rental purposes. Developer agrees to include similar prohibitions regarding short-terms rentals in each lease agreement for each residential rental unit of the Development Property during the term of this Agreement. Developer further agrees to include such prohibitions in each and every lease agreement for any residential rental unit of the Development Property for so long as any single residential rental unit of the Development Property remains subject to the terms and conditions of this Agreement.

5.3 Books and Records. During the term of this Agreement, Developer shall keep at all times and make available to City upon reasonable request proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer in accordance with generally accepted accounting principles consistently applied throughout the period involved, and Developer shall provide reasonable protection against loss or damage to such books of record and account.

5.4 Real Property Taxes. Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Property unless Developer's obligations have been assumed by another person pursuant to the provisions of this Agreement.

5.5 No Other Exemptions. During the term of this Agreement, Developer agrees not to apply for any state or local property tax exemptions which are available with respect to the Property or the Minimum Improvements located thereon that may now be, or hereafter become, available under state law or city ordinance during the term of this Agreement, including those that arise under Iowa Code Chapters 404 and 427, as amended.

5.6 Insurance Requirements.

(1) Upon completion of construction of the Minimum Improvements and up to the Termination Date, Developer shall maintain, or cause to be maintained, at its cost and expense property insurance against loss and/or damage to the Building (including the Minimum Improvements) under an insurance policy written with the "special perils" form and in an amount not less than the full insurable replacement cost of the Building (including the Minimum Improvements), listing City as lender loss payable. Developer shall furnish to City proof of insurance in the form of a certificate of insurance

(2) The term "replacement cost" shall mean the actual replacement cost of the building with Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be reasonably determined from time to time at the request of City, but not more frequently than once every three (3) years.

(3) Developer shall notify City immediately in the case of damage exceeding Fifty Thousand Dollars ($50,000) in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net proceeds of any such insurance (Net Proceeds), shall be paid directly to Developer as its interests may appear, and Developer shall forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer shall apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof, subject, however, to the terms of any mortgage encumbering title to the Property (as its interests may appear). Developer shall complete the repair, reconstruction and restoration of Minimum Improvements whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

5.7 Preservation of Property. During the term of this Agreement, Developer shall maintain, preserve and keep, or cause others to maintain, preserve and keep, the Minimum Improvements in good repair and working order, ordinary wear and tear accepted, and from time to time shall make all necessary repairs, replacements, renewals and additions.

5.8 Non-Discrimination. In carrying out the project, Developers shall not discriminate against any employee or applicant for employment because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

5.9 Conflict of Interest. Developer agrees that no member, officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, or in any activity, or benefit therefrom, which is part of this project at any time during or after such person's tenure. In connection with this obligation, Developer shall have the right to rely upon the representations of any party with whom it does business and shall not be obligated to perform any further examination into such party's background.

5.10 Non-Transferability. Until such time as the Minimum Improvements are complete (as certified by City under Section 2.4), this Agreement may not be assigned by Developer nor may the Property be transferred by Developer to another party. Thereafter, with the prior written consent of City, which shall not be unreasonably withheld, Developer shall have the right to assign this Agreement, and upon assumption of the Agreement by the assignee, Developer shall no longer be responsible for its obligations under this Agreement.

5.11 No change in Tax Classification. Developer agrees that it will not take any action to change, or otherwise allow, the classification of the Property for property tax purposes to become other than commercial property and to be taxed as such under Iowa law. This restriction shall terminate upon the termination of this Agreement. However, Developer may apply for a reclassification of the Property in the event Iowa law is modified to allow a building containing four apartments within one building to be classified as residential for property tax purposes.

5.12 Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof, for the duration of this Agreement, that they, and their respective successors and assigns, shall:

(1) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan (and City represents and agrees that use of the Property as a restaurant and upper-story housing, is in full compliance with the Urban Renewal Plan) (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same); and

(2) Not discriminate upon the basis of race, religion, color, sex, sexual orientation, gender identity, national origin, age or disability in the sale, lease, rental,

use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).

5.13 Compliance with Laws. Developer shall comply with all laws, rules and regulations relating to its businesses, other than laws, rules and regulations the failure to comply with or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, financial or otherwise, of Developer.

SECTION 6. EVENTS OF DEFAULT AND REMEDIES

6.1 Events of Default Defined. The following shall be Events of Default under this Agreement and the term Event of Default shall mean, whenever it is used in this Agreement, any one or more of the following events:

(1) Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the Minimum Improvements and the Property.

(2) Failure by Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Transfer of any interest by Developer of the Minimum Improvements in violation of the provisions of this Agreement prior to the issuance of the final Certificate of Completion.

(4) Failure by Developer or City to substantially observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

6.2. Remedies on Default by Developer. Whenever any Event of Default referred to in Section 5.1 of this Agreement occurs and is continuing, City, as specified below, may take any one or more of the following actions after the giving of written notice by City to Developer (and the holder of any mortgage encumbering any interest in the Property of which City has been notified of in writing) of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and Developer does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

(1) City may suspend its performance under this Agreement until it receives assurances from the Developer deemed adequate by City, that the Developer will cure its default and continue its performance under this Agreement;

(2) Until the Closing Date, City may cancel and rescind this Agreement;

(3) Until issuance of the Certificate of Completion, City shall be entitled to recover from Developer the sum of all amounts expended by City in connection with the funding of the Downtown Rehab Loan/Grant and Economic Development Grant to Developer and City may take any action, including any legal action it deems necessary, to recover such amounts from the Developer;

(4) City may withhold the Certificate of Completion; or

(5) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

6.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

6.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

6.5 Agreement to Pay Attorneys' Fees and Expenses. If any action at law or in equity, including an action for declaratory relief or arbitration, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of litigation from the other party. Such fees and costs of litigation may be set by the court in the trial of such action or by the arbitrator, as the case may be, or may be enforced in a separate action brought for that purpose. Such fees and costs of litigation shall be in addition to any other relief that may be awarded.

6.6 Remedies on Default by City. If City defaults in the performance of this Agreement, Developer may take any action, including legal, equitable or administrative action that may appear necessary or desirable to collect any payments due under this Agreement, to recover expenses of Developer, or to enforce performance and observance of any obligation, agreement, or covenant of City under this Agreement. Developer may suspend their performance under this Agreement until they receive assurances from City, deemed adequate by Developer, that City will cure its default and continue its performance under this Agreement.

SECTION 7. GENERAL TERMS AND PROVISIONS

7.1 Notices and Demands. Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be deemed to have been properly given if and when delivered in person or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

If to Developer: Flint Drake
Iron Creek Group, LLC
300 Main Street, Suite 323
Dubuque, Iowa 52001

With copy to: Drake Law Firm, P.C.
Attn: Flint Drake
300 Main Street, Suite 323
Dubuque, IA 52001

If to City: City Manager
50 W. 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4110
Fax: (563) 589-4149

With copy to: City Attorney
City Hall
50 W. 13th Street
Dubuque IA 52001

or at such other address with respect to either party as that party may, from time to time designate in writing and forward to the other as provided in this Section.

7.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of City and Developer and their respective successors and assigns.

7.3 Force Majeure. A party shall be excused from its obligations under this Agreement if and to the extent and during such time as the party is prevented, impeded, or hindered, unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control and after the party has taken reasonable steps to avoid or mitigate such event or its consequences (each a "Force Majeure Event") including, without limitation in any way, as the result of any acts of God, war, fire, or other casualty, riot, civil unrest, extreme weather conditions, terrorism, strikes and/or labor disputes, pandemic, epidemic, quarantines, government stay-at-home orders, municipal and other government orders, failure of Internet, or other matter beyond the control of such party. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party identifying the Force Majeure Event, explaining how it impacts performance and the estimated duration, identifying the relief requested, agreeing to limit damages to the other party and to immediately resume performance upon termination of the Force Majeure Event, and agreeing to supplement the notice as more information becomes available, and thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible. No obligation to make a payment required by this Agreement is excused by a Force Majeure Event. The nonperforming party shall not be entitled to any damages or additional payments of any kind for any such delay.

7.4 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on December 31, 2044 (the Termination Date).

7.5 Execution by Facsimile. The parties agree that this Agreement may be transmitted between them by facsimile machine. The parties intend that the faxed signatures constitute original signatures and that a faxed Agreement containing the signatures (original or faxed) of all the parties is binding on the parties.

7.6 Memorandum of Development Agreement. Developer shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit D in the office of the Recorder of Dubuque County, Iowa. Developer shall pay the costs for so recording.

7.7 Legal Compliance. Developer is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances which may apply to the performance of Developer's obligations under this Agreement, including but not limited to the laws outlined in Exhibit H, and hereby represents and warrants that Developer is in compliance with the same as of the Closing Date and further represents that during the Term Developer will

remain in compliance. Developer shall require all contractors and subcontractors providing services under this Agreement shall also certify compliance with this Section.

Developer further represents and warrants that Developer has obtained all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Agreement, including any permits and licenses that might be required by the state or locality in which Developer performs the Services, and Developer agrees to maintain, at Developer's sole expense, such required permits and licenses for the duration of the term(s) of this Agreement.

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor and attested to by its City Clerk and Developer has caused this Agreement to be duly executed on or as of the first above written.

CITY OF DUBUQUE, IOWA

By _____
Brad M. Cavanagh, Mayor

IRON CREEK GROUP, LLC

By _____
Flint Drake, Member

Attest:

_____
Adrienne N. Breitfelder, City Clerk

LIST OF EXHIBITS

EXHIBIT A	City Attorney's Certificate
EXHIBIT B	Opinion of Developer's Counsel
EXHIBIT C	City Certificate
EXHIBIT D	Memorandum of Development Agreement
EXHIBIT E	Urban Renewal Plan
EXHIBIT F	Downtown Housing Incentive Program
EXHIBIT G	Certificate of Completion
EXHIBIT H	Legal Compliance
EXHIBIT I	Planning and Design Grant Program, Façade Grant Program, and Financial Consultant Grant Program

EXHIBIT A

CITY ATTORNEY'S CERTIFICATE

Barry A. Lindahl, Esq.
Senior Counsel
Suite 330, Harbor View Place
300 Main Street
Dubuque, Iowa 52001-6944
(563) 583-4113 office
(563) 583-1040 fax
balesq@cityofdubuque.org

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

(DATE)

RE:

Dear _____:

I have acted as counsel for the City of Dubuque, Iowa, in connection with the execution and delivery of a certain Development Agreement between Iron Creek Group, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ___ day of _____, 20__.

The City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and has full power and authority to execute, deliver and perform its obligations under this Agreement, and to the best of my knowledge, the representations of the City Manager in his letter dated the ___ day of _____, 20__, are correct.

Very sincerely,

Barry A. Lindahl, Esq.
City Attorney

BAL:JLM

EXHIBIT B

OPINION OF DEVELOPER'S COUNSEL

Mayor and City Councilmembers
City Hall
13th and Central Avenue
Dubuque IA 52001

Re: Development Agreement Between the City of Dubuque, Iowa and

Dear Mayor and City Councilmembers:

We have acted as counsel for Iron Creek Group, LLC, in connection with the execution and delivery of a certain Development Agreement (Development Agreement) between Developer and the City of Dubuque, Iowa (City) dated for reference purposes the ___ day of _____, 20__.

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the Development Agreement and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. Developer is a limited liability company organized and existing under the laws of the State of Iowa and has full power and authority to execute, deliver and perform in full the Development Agreement. The Development Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. To our actual knowledge with no duty to inquire, the execution, delivery and performance by Developer of the Development Agreement and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the articles of incorporation and bylaws of Developer, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which Developer is a party or by which Developer's property is bound or subject.

3. To our actual knowledge with no duty to inquire, there are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before

any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform Developer's obligations thereunder.

This opinion is rendered for the sole benefit of the City of Dubuque and no other party may rely on this opinion.

This opinion is rendered and valid as of the date of this letter and we have no duty to update this opinion for any matters which come to our knowledge after the date of this letter.

Sincerely,

EXHIBIT C

CITY CERTIFICATE

THE CITY OF
DUBUQUE
Masterpiece on the Mississippi

Dubuque
All-America City
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 Iron Creek Group, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ___ day of _____, 20__.

On behalf of the City of Dubuque, I hereby represent and warrant to Developer that:

(1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit B.

(2) City shall exercise its best efforts to cooperate with Developer in the development process.

(3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.

(4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.

(6) No ordinance or hearing is now or before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

Sincerely,

Michael C. Van Milligen
City Manager

MCVM:JLM

EXHIBIT D

MEMORANDUM OF DEVELOPMENT AGREEMENT

Prepared by: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113
Return to: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113

MEMORANDUM OF DEVELOPMENT AGREEMENT

A Development Agreement by and among the City of Dubuque, Iowa, an Iowa municipal corporation, of Dubuque, Iowa, and Iron Creek Group, LLC was made regarding the following described premises:

The Southerly 32 feet of the Northerly 64 feet of Lot 477A, and The Northerly 32 feet of Lot 477A in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof

The Development Agreement is dated for reference purposes the ____ day of _____, 20__, and contains covenants, conditions, and restrictions concerning the sale and use of said premises.

This Memorandum of Development Agreement is recorded for the purpose of constructive notice. In the event of any conflict between the provisions of this Memorandum and the Development Agreement itself, executed by the parties, the terms and provisions of the Development Agreement shall prevail. A complete counterpart of the Development Agreement, together with any amendments thereto, is in the possession of the City of Dubuque and may be examined at its offices as above provided.

Dated this ____ day of _____, 20__.

CITY OF DUBUQUE, IOWA

By _____
Barry A. Lindahl, Senior Counsel

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____day of _____, 20__, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Barry A. Lindahl, Esq., to me personally known, who being by me duly sworn did say that he is the Senior Counsel of the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa, and said Senior Counsel acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

_____

Notary Public, State of Iowa

EXHIBIT E

URBAN RENEWAL PLAN

(on file in City Clerk's office, 50 W. 13th Street, Dubuque, IA 52001)

EXHIBIT F

DOWNTOWN HOUSING INCENTIVE PROGRAM

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007·2012 2013·2017

Economic Development Department
50 West 13th Street
Dubuque, Iowa 52001-4864
Office (563) 589-4393
TTY (563) 690-6678
http://www.cityofdubuque.org

Downtown Housing Incentive Program Eligibility Guidelines

Project Location & Type

Create new multifamily housing units (rental or for-sale condos) within the Greater Downtown Urban Renewal District.
Be a rehabilitation of an existing structure.
Have clearly defined start and completion timelines.

Eligible Unit Types

Newly Created Units: Created in a portion of a structure never previously used as housing.
Rehabilitated Long-Vacant Units: A previously existing housing unit vacant for more than 3 years and undergoing full rehabilitation that corrects all code deficiencies and deterioration.

Rehabilitation Standards

Bring the structure into full compliance with the 2021 IPMC and 2021 IBC.
Correct all unsafe, unsanitary, damaged, or deteriorated conditions, including structural, electrical, mechanical, and plumbing systems.
Repair or replace components that are defective or beyond service life; cosmetic-only improvements do not qualify.
Meet all life-safety, egress, and habitability requirements.
Use durable, long-term residential materials.
Submit a comprehensive scope of work addressing all code corrections, subject to City approval.

Building Configuration

Units must generally be located above a first-floor commercial component.

Design Review Requirements

Reimbursement covers labor and materials that significantly improve appearance following City of Dubuque Architectural Guidelines or Downtown Design Guidelines, as applicable.

Existing noncompliant signage must be brought into compliance as part of the project.

A detailed rendering/drawing with dimensions, materials, and architectural details must be submitted.

Deviation from the approved plan may disqualify the project.

Additional City Requirements

City may require soundproofing, lighting, security, or other standards based on a neighborhood impact review.

Property owners must certify that all properties they own in Dubuque comply with all applicable City ordinances.

Funding Limits

Up to $10,000 per residential unit.

Up to $750,000 per taxing parcel.

No developer fee may be paid until all City assistance is fully disbursed.

Funds are disbursed after project completion and issuance of all Certificates of Occupancy/Completion.

Minimum Project Size

Projects must create at least 2 new housing units.

Application Review

Applications are reviewed when complete.

Funds are awarded to projects that meet all criteria and are ready to commence within 12 months.

EXHIBIT G

CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa, a municipal corporation (the "Grantor"), has granted incentives to Iron Creek Group, LLC (the "Grantee"), in accordance with a Development Agreement dated as of [Date] (the "Agreement"), by and among the Grantor, and the Grantee (collectively, the "Agreement"), certain real property located within the Greater Downtown Urban Renewal District of the Grantor and as more particularly described as follows:

> The Southerly 32 feet of the Northerly 64 feet of Lot 477A, and The Northerly 32 feet of Lot 477A in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof

(the "Development Property"); and

WHEREAS, said Agreement incorporated and contained certain covenants and conditions with respect to the rehabilitation of the Development Property, and obligated the Grantee to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, the Grantee has to the present date performed said covenants and conditions insofar as they relate to the construction of the Minimum Improvements in a manner deemed sufficient by the Grantor to permit the execution and recording of this certification; and

NOW, THEREFORE, pursuant to Section 2.4 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Grantee, and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by the Grantee to the satisfaction of the Grantor and such covenants and conditions are hereby satisfied.

The County Recorder of Dubuque County is hereby authorized to accept for recording and

to record the filing of this instrument, to be a conclusive determination of the satisfaction of the covenants and conditions as set forth in said Agreement, and that the Agreement shall otherwise remain in full force and effect.

(SEAL) **CITY OF DUBUQUE, IOWA**

By: _____
Mike Van Milligen, City Manager

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and acknowledged said execution of the instrument to be his/her voluntary act and deed.

_____
Notary Public in and for
Dubuque County, Iowa

EXHIBIT H
LEGAL COMPLIANCE

a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq), (prohibits discrimination on the basis of age);

f) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

g) The Civil Rights Restoration Act of 1987, (PL 100-209); (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964 to include that entities that receive federal funding must comply with civil rights legislation, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, in all operations, not just in the program or activity receiving federal funding);

h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

i) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j) Section 1557of the Affordable Care Act (prohibits discrimination on the basis of national origin);

k) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.) (prohibits discrimination because of sex in education programs or activities);

l) Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. § 1101 et seq.); and

m) Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. § 4541, et seq.).

EXHIBIT I

PLANNING AND DESIGN GRANT PROGRAM, FAÇADE GRANT PROGRAM, AND FINANCIAL CONSULTANT GRANT PROGRAM

Downtown Rehabilitation Grant Program

PROGRAM GUIDELINES

(2024)

The Downtown Rehabilitation Grant Program is designed to further the goals and objectives of the Greater Downtown Urban Renewal Plan by creating the financial incentives needed to eliminate conditions of blight, encourage revitalization efforts and to retain or create employment opportunities and/or new housing units within the district. This program will address building code deficiencies as part of each approved project.

Eligible Applicants: Owners of property within the Greater Downtown Urban Renewal District (map attached).

Grant Award: The grant is a 1:1 matching grant up to a maximum of Thirty-Five Thousand Dollars ($35,000).

Eligible Activities and Assistance:

Façade Costs – to provide assistance on labor or material costs for front (or occasionally other major) façade renovations to restore a building's historic appearance or eliminate inappropriate additions or alterations to improve overall appearance.

Financial Consultant Costs – to provide assistance on hiring a financial consultant used to analyze the feasibility of a project.

Planning & Design Grant Program – to provide assistance on pre-development costs associated with a project.

FOR MORE INFORMATION, please contact:
City of Dubuque Economic Development Department
50 West 13th Street, Dubuque, Iowa 52001
(563) 589-4393

General Conditions:

- Property must be located in Greater Downtown Urban Renewal District (see attached

map) and with timely commencement & completion dates identified.

- Projects must be the rehabilitation of an existing structure.
- Property must be classified for tax purposes as a commercial or multi-residential property.
- All existing code deficiencies within a scope of a project must be corrected and new improvements must comply with all applicable codes and ordinances.
- Owner of property must certify that all property in the City of Dubuque, for which the owner has any interest, complies with all applicable City of Dubuque ordinances and regulations, including, but not limited to, housing, building, zoning, fire, health, and vacant and abandoned building regulations.
- Exterior alterations are subject to design review and approval. The Historic District Guidelines shall apply to projects located in Historic Preservation Districts. The Downtown Design Guidelines shall apply to all other project locations. Projects which conform to the applicable guidelines may be reviewed and approved by the City Planner. Projects that do not strictly conform to the applicable guidelines will be forwarded to the Historic Preservation Commission (HPC) for consideration. Substantial rehabilitation projects may also be considered by the HPC. The process for review is at the discretion of the City Planner. Guidelines can be viewed and downloaded at http://cityofdubuque.org/1295/Design-Guidelines.
- Any signs on the property that do not comply with City zoning regulations and design guidelines must be included in the design review and improved to comply with applicable City Codes. Submittal must include the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed.
- A detailed rendering/drawing of the proposed project must be included. The plans should include dimensions and architectural details and label materials. Plans prepared by a design professional (e.g. architect or draftsperson) are required. Applications without detailed drawings will not be considered complete. Only preliminary eligibility may be determined until professional drawings are submitted.
- Applicant will not be reimbursed for personal labor costs or labor costs of family members, nor can these costs be counted in the total project costs.
- Projects may not receive the maximum amount of each form of assistance more than once.
- Deviation from an approved project plan shall disqualify the project from the program.
- City funded projects may be required to meet sound proofing, lighting, security, or other standards – as determined by the City of Dubuque, in its sole discretion, following an internal neighborhood impact study – particularly when units are located in mixed-use neighborhoods.
- Applications will be reviewed quarterly by the Economic Development and Planning department with funda awarded to projects that meet the program criteria and are ready to commence within three months.

FAÇADE INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for front (or occasionally other major) façade renovation to restore the façade to its historic appearance or improve the overall appearance. This assistance is intended to address historically inappropriate exteriors. It is not intended to address normal building maintenance.

Specific Conditions:

- Reimbursement is for labor and material costs associated with façade improvements, including but not limited to, rehabilitating or improving windows, paint, signage, or awnings to significantly transform overall appearance.
- Landscaping or screening with fencing or retaining walls may be a reimbursable expense if a determination is made that property is improved adjacent to public right-of-way.
- In order to receive reimbursement for repointing, a mortar analysis sample may be requested for each façade that will be repointed. The applicant must adhere to the results of that analysis in their rehabilitation work as part of their approved project plan. The City may request verification that the new mortar matches the results of the mortar analysis.
- Language from the National Park Service Technical Preservation Services Briefs may be attached as a condition for a building permit if the applicant chooses to perform repointing on the project.
- Reimbursable expenditures must be documented.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

FINANCIAL CONSULTANT INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring a financial consultant to analyze the feasibility of projects.

Specific Conditions:

- Reimbursement is for fees associated with hiring a professional financial consultant (i.e. accountant, attorney, tax credit consultant)
- Reimbursable expenditures must be documented.
- This financial consultant funding shall not exceed ten percent (10%) of total project costs.
- The rehabilitation project must be completed for the Financial Consultant costs to be reimbursed.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

PLANNING & DESIGN INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring architects, engineers or other professional services used prior to construction.

Grant Specific Conditions:

- Reimbursement is for architectural and engineering fees, feasibility studies, environmental assessments or other related soft costs.
- Reimbursable expenditures must be documented.
- Owner / developer fees are not permitted as reimbursable expenditures.
- The planning and design funding shall not exceed ten percent (10%) of total project costs.
- Funding will be disbursed upon completion of the project at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

Prepared by Ian C. Hatch, Assistant Economic Development Director, 1300 Main St, Dubuque, IA 52001, (563) 589-4105
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. ___-26

APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND IRON CREEK GROUP, LLC FOR THE REDEVLOPMENT OF THE PROPERTY AT 1222-1240 LOCUST STREET, INCLUDING THE ISSUANCE OF URBAN TAX INCREMENT REVENUE OBLIGATIONS

WHEREAS, Iron Creek Group, LLC will be as of the Closing Date the owner of the property legally described as follows:

The Southerly 32 feet of the Northerly 64 feet of Lot 477A, and The Northerly 32 feet of Lot 477A in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof

locally known as 1222-1240 Locust Street (the Property); and

WHEREAS, the City Council, by Resolution No. 108-26, dated April 6, 2026, declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and Iron Creek Group, 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 April 20, 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 Iron Creek Group, LLC for redevelopment of the Property, according to the terms and conditions set out in the Development Agreement, is in the public interest of the City of Dubuque.

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

Section 1. The Development Agreement by and between the City of Dubuque, Iowa, and Iron Creek Group, LLC, a copy of which is attached hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Development Agreement as herein approved.

Passed, approved, and adopted this 20th day of April, 2026.

_____

Brad M. Cavanagh, Mayor

Attest:

_____

Trish L. Gleason, Assistant City Clerk

Copyrighted
April 20, 2026

City of Dubuque
City Council

PUBLIC HEARINGS # 6.

ITEM TITLE:	Development Agreement - Miller Companies, LLC for the Redevelopment of 730 Main Street
SUMMARY:	Proof of Publication on notice of public hearing to consider approving a Development Agreement by and between the City of Dubuque, Iowa and Miller Development, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations and City Manager recommending approval RESOLUTION Approving a Development Agreement by and between the City of Dubuque, Iowa and Miller Companies, LLC for the Redevelopment of the Property at 730 Main Street, Including the Issuance of Urban Tax Increment Revenue Obligations
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo DA Miller Development, LLC
2. Staff Memo
3. Development Agreement
4. Resolution

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and Miller Development, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: April 15, 2026

Assistant Economic Development Director Ian Hatch is recommending City Council adopt the attached Resolution approving a Development Agreement by and between the City of Dubuque, Iowa and Miller Development, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

Miller Development, LLC submitted an application for housing creation and the rehabilitation of the façade of 730 Main Street. The applicant is proposing an $850,000 project that will create four new residential rental units, rehabilitate the first-floor commercial space, and restore the building façade.

The key elements of the Development Agreement include the following:

1. Developer will make a capital investment of approximately $850,000 to rehabilitate the property.
2. Developer must create 4 residential rental units.
3. Developer will receive 15 years of tax increment financing incentives in the form of semi-annual rebates. Tax increment financing incentives are estimated to not exceed $110,620.
4. City to award a Downtown Housing Incentive Grant in an amount of $40,000 ($10,000 x 4 units)
5. City to award a Downtown Rehabilitation Grant not to exceed $35,000.
6. City of Dubuque will amend the Greater Downtown Urban Renewal District Plan to accommodate the issuance of tax increment financing incentives.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director
Ian Hatch, Assistant Economic Development Director

Economic Development
Department
50 West 13th Street
Dubuque, Iowa 52001-4864
Office (563) 589-4393
TTY (563) 690-6678
http://www.cityofdubuque.org

TO: Michael C. Van Milligen, City Manager

FROM: Ian C. Hatch, Assistant Economic Development Director

SUBJECT: Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and Miller Development, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement

DATE: April 14, 2026

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 Miller Development, LLC providing for the issuance of Urban Renewal Tax Increment Revenue Grant Obligations.

BACKGROUND

The property at 730 Main Street has been vacant since 2022 and largely used as a storage facility. Miller Development, LLC, operated by local developer, Chirs Miller, has previously rehabilitated several mixed-use properties throughout Dubuque, including 249 W 1st Street and 799 Main Street. Miller Development has extensive experience navigating state and federal tax credits, housing creation, and façade restoration.

DISCUSSION

Miller Development, LLC submitted an application for housing creation and the rehabilitation of the façade of 730 Main Street. The applicant is proposing an $850,000 project that will create four new residential rental units, rehabilitate the first-floor commercial space, and restore the building façade.

The key elements of the Development Agreement include the following:

1. Developer will make a capital investment of approximately $850,000 to rehabilitate the property.
2. Developer must create 4 residential rental units.
3. Developer will receive 15 years of tax increment financing incentives in the form of semi-annual rebates. Tax increment financing incentives are estimated to not exceed $110,620.
4. City to award a Downtown Housing Incentive Grant in an amount of $40,000 ($10,000 x 4 units)
5. City to award a Downtown Rehabilitation Grant not to exceed $35,000.
6. City of Dubuque will amend the Greater Downtown Urban Renewal District Plan to accommodate the issuance of tax increment financing incentives.

The Development Agreement requires Developer to accept applications from prospective tenants with housing choice vouchers (issued under the U.S. HUD's Section 8 voucher program or a similar program) that are otherwise qualified prospective tenants.

RECOMMENDATION/ ACTION STEP

I recommend 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
MILLER COMPANIES, LLC

This Development Agreement (Agreement) dated for reference purposes the _____ day of _____, 2026 is made and entered into by and between the City of Dubuque, Iowa (City), and Miller Companies, LLC (Developer).

WHEREAS, Developer is the owner of the real estate locally known as 730 Main Street, Dubuque, Iowa and legally described as follows (the Property):

> The Southerly 37 ½ feet of Lot 26, in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Survey of the Town of Dubuque, Iowa

; and

WHEREAS, the Property is located in the Greater Downtown Urban Renewal District (the District) which has been so designated by City Council Resolution 123-67, on May 18, 1967 as a slum and blighted area (the Project Area) defined by Iowa Code Chapter 403 (the Urban Renewal Law); and

WHEREAS, Developer will undertake the redevelopment of a building (the Building) located on the Property (the Project) and will be operating the same during the term of this Agreement; and

WHEREAS, it is in the City's best interest to preserve the Building; and

WHEREAS, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on May 18, 1967, and last amended on February 16, 2026, City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan, as amended; and

WHEREAS, the Dubuque City Council believes it is in the best interests of the City to encourage Developer in the development of the Property by providing certain incentives as set forth herein.

NOW, THEREFORE, the parties to this Development Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

SECTION 1. REPRESENTATIONS AND WARRANTIES

1.1 Representations and Warranties of City. In order to induce Developer to enter into this Agreement, City hereby represents and warrants to Developer that to the best of City's knowledge:

(1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at the time of closing confirming the representations contained herein, in the form attached hereto as Exhibit A.

(2) City shall exercise its best efforts to cooperate with Developer in the development process.

(3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.

(4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City, or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.

(6) No ordinance or hearing is now before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this section shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

(8) As of the date of this Agreement there has been prepared and approved by City an Urban Renewal Plan for the Project Area consisting of the Urban Renewal Plan for the Greater Downtown Urban Renewal Plan, most recently approved by City Council of City on April 21, 2025, and as subsequently amended through and including the date hereof, attached as Exhibit E (the Urban Renewal Plan). A copy of the Urban Renewal Plan, as constituted on the date of this Agreement and in the form attached hereto, has been recorded among the land records in the office of the Recorder of Dubuque County, Iowa.

1.2 Representations and Warranties of Developer. The Developer makes the following representations and warranties:

(1) Developer is a limited liability corporation duly organized and validly existing under the laws of the State of Iowa and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

(2) This Agreement has been duly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally. Developer's counsel shall issue a legal opinion to City, at the time of closing, confirming the representations contained herein, in the form attached hereto as Exhibit B.

(3) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the articles of incorporation or the bylaws of Developer or any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(4) There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business, financial position or result of operations of Developer or which affects the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

(5) Developer will perform its obligations under this Agreement in accordance with the material terms of this Agreement, the Urban Renewal Plan and all local, state and federal laws and regulations.

(6) Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all material requirements of all applicable local, state, and federal laws and regulations which must be obtained or met.

(7) Developer has firm commitments for permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the requirements of this Agreement and shall provide evidence thereof to City prior to the Public Hearing.

1.3 Closing. The closing shall take place on the Closing Date which shall be the 5th day of May, 2026, or other such date as the parties shall agree in writing but in no event shall the Closing date be later than the 28th day of May 2026. Consummation of the closing shall be deemed an agreement of the parties to this Agreement that the conditions of closing shall have been satisfied or waived.

1.4 Conditions to Closing. The closing of the transaction contemplated by this Agreement and all the obligations of Developer under this Agreement are subject to fulfillment, on or before the Closing Date, of the following conditions:

(1) The representations and warranties made by City in Section 1.1 shall be correct as of the Closing Date with the same force and effect as if such representations were made at such time. At the closing, City shall deliver a certificate to that effect in the form of Exhibit C.

(2) Developer shall have the right to terminate this Agreement at any time prior to the consummation of the closing on the Closing Date if Developer determines in its sole discretion that conditions necessary for the successful completion of the Project contemplated herein have not been satisfied in Developer’s sole discretion. Upon the giving notice of termination by Developer to City, this Agreement shall be deemed null and void.

(3) Developer and City shall be in material compliance with all the terms and provisions of this Agreement.

(4) Developer shall have furnished City with evidence, prior to the Public Hearing, in a form satisfactory to City (such as a letter of commitment from a bank or other lending institution), that Developer has firm financial commitments in an amount sufficient, together with equity commitments, to complete the Minimum Improvements (as defined herein) in conformance with the Construction Plans (as defined herein), or City shall have received such other evidence of Developer's financial ability as City in its reasonable judgment City requires.

(5) Developer's counsel shall issue a legal opinion to City confirming the representations contained herein in the form attached hereto as Exhibit B.

1.5 City's Obligations at Closing. At or prior to the Closing Date, City shall deliver to Developer such other documents as may be required by this Agreement, all in a form satisfactory to Developer.

SECTION 2. DEVELOPMENT ACTIVITIES

2.1 Required Minimum Improvements. Developer will make a capital investment of approximately Eight Hundred Fifty Thousand Dollars ($850,000) to improve the Building (the Minimum Improvements). The Minimum Improvements include creating four (4) new residential units and rehabilitating the façade including doors and windows.

2.2 Plans for Construction of Minimum Improvements. Plans and specifications with respect to the development of the Property and the construction of the Minimum Improvements thereon (the Construction Plans) shall be in conformity with Urban Renewal Plan, this Agreement, and all applicable state and local laws and regulations, including but not limited to any covenants, conditions, restrictions, reservations, easements, liens and charges, recorded in the records of Dubuque County, Iowa. Developer shall submit to City, for approval by City, plans, drawings, specifications, and related documents with respect to the improvements to be constructed by Developer on the Property. All work with respect to the Minimum Improvements shall be in substantial conformity with the Construction Plans approved by City.

2.3 Timing of Improvements. Developer hereby agrees that construction of the Minimum Improvements on the Property shall begin by June 1, 2026, and shall be substantially completed by December 31, 2026. The time for the performance of these obligations shall be suspended due to unavoidable delays meaning delays, outside the control of the party

claiming its occurrence in good faith, which are the direct result of strikes, other labor troubles, unusual shortages of materials or labor, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion directly results in delays, or acts of any federal, state or local government which directly result in extraordinary delays. The time for performance of such obligations shall be extended only for the period of such delay.

2.4 Certificate of Completion. Promptly following the request of Developer upon completion of the Minimum Improvements, City shall furnish Developer with an appropriate instrument so certifying. Such certification (the Certificate of Completion) shall be in the form attached as Exhibit G and shall be a conclusive determination of the satisfaction of Developer's obligations to make the Minimum Improvements under this Agreement and completion of the Minimum Improvements by Developer as required by this Agreement.

2.5 Security Cameras. Developer shall install security cameras on the exterior of all buildings on the Property and register said cameras with the "Secure Dubuque Personal Surveillance System" described at https://cityofdubuque.org/2980/Secure-Dubuque.

SECTION 3. CITY PARTICIPATION

3.1 Economic Development Grants to Developer. For and in consideration of Developer's obligations hereunder, and in furtherance of the goals and objectives of the urban renewal plan for the Project Area and the Urban Renewal Law, City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make thirty (30) consecutive semi-annual payments (such payments being referred to collectively as the Economic Development Grants) to Developer:

November 1, 2028	May 1, 2029
November 1, 2029	May 1, 2030
November 1, 2030	May 1, 2031
November 1, 2031	May 1, 2032
November 1, 2032	May 1, 2033
November 1, 2033	May 1, 2034
November 1, 2034	May 1, 2035
November 1, 2035	May 1, 2036
November 1, 2036	May 1, 2037
November 1, 2037	May 1, 2038
November 1, 2038	May 1, 2039
November 1, 2039	May 1, 2040

November 1, 2040	May 1, 2041
November 1, 2041	May 1, 2042
November 1, 2042	May 1, 2043

pursuant to Iowa Code Section 403.9 of the Urban Renewal Law, in amounts equal to a portion of the tax increment revenues collected by City under Iowa Code Section 403.19 (without regard to any averaging that may otherwise be utilized under Iowa Code Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding six-month period in respect of the Minimum Improvements constructed by Developer (the Developer Tax Increments). For purposes of calculating the amount of the Economic Development Grants provided in this Section, the Developer Tax Increments shall be only those tax increment revenues collected by City in respect of the increase in the taxable value of the Property above the assessed value on January 1, 2026 of One Hundred Eighteen Thousand Six Hundred Dollars ($118,600) (the Baseline Valuation). The Developer Tax Increments shall not include (i) any property taxes collected for the payment of bonds and interest of each taxing district, (ii) any taxes for the regular and voter-approved physical plant and equipment levy, (iii) the remaining actual amount of tax increment revenues collected by City in respect of the valuations of the Property prior to January 1, 2026 and (iv) any other portion required to be excluded by Iowa law, and thus such incremental taxes will not include all amounts paid by Developer as regular property taxes.

3.2 To fund the Economic Development Grants, City shall certify to the County prior to December 1, 2027 its request for the available Developer Tax Increments resulting from the assessments imposed by the County as of January 1 of that year and each year thereafter until and including January 1, 2045, to be collected by City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to the Developer on November 1 and May 1 of that fiscal year. (Example: if City certifies in December, 2027, the Economic Development Grants in respect thereof would be paid to the Developer on November 1, 2028, and May 1, 2029.)

3.3 The Economic Development Grants shall be payable from and secured solely and only by the Developer Tax Increments paid to City that, upon receipt, shall be deposited and held in a special account created for such purpose and designated as the Miller Companies 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 Miller Companies TIF Account to pay the Economic Development Grants, as and to the extent set forth in Section 3.1 hereof. The Economic Development Grants shall not be payable in any manner by other tax increments revenues, or by general taxation or from any other City funds. City makes no representation with respect to the amounts that may be paid to Developer as the

Economic Development Grants in any one year and under no circumstances shall City in any manner be liable to Developer so long as City timely applies the Developer Tax Increments actually collected and held in the Miller Companies TIF Account (regardless of the amounts thereof) to the payment of the Economic Development Grants to Developer as and to the extent described in this Section.

3.4 City shall be free to use any and all tax increment revenues collected in respect of other properties within the Project Area and the remaining actual amount of the property taxes paid by Developer to City, or any available Developer Tax Increments resulting from the termination of the annual Economic Development Grants under Section 3.1 hereof, for any purpose for which such tax increment revenues may lawfully be used pursuant to the provisions of the Urban Renewal Law, and City shall have no obligations to Developer with respect to the use thereof.

3.5 Downtown Housing Incentive.

(1) City agrees to provide to Developer on the terms and conditions set forth in the Downtown Housing Incentive Program attached hereto as Exhibit F, a grant in an amount not to exceed Forty Thousand Dollars ($40,000.00) (the Grant).

(2) Grant funds will not be disbursed to Developer until City has issued a Certificate of Completion for the Project. The Grant shall be paid in Ten Thousand Dollar ($10,000.00) payments for each apartment that receives a Certificate of Completion up to a maximum of four apartments. Prior to the disbursement of any funds, Developer shall provide evidence satisfactory to City that the Minimum Improvements have been completed in accordance with the Plans and other documentation submitted to City with the Downtown Housing Assistance application.

3.6. Downtown Rehabilitation Grant. City agrees to provide a matching (1:1) grant not to exceed Thirty-Five Thousand Dollars ($35,000) to reimburse Developer for documents costs related to the following eligible activities:

(1) Planning & Design predevelopment costs, architectural and engineering fees and other authorized soft costs associated with the rehabilitation of the Development Property on the terms and conditions set forth by the State Historic Preservation Office, as set forth in Exhibit I.

(2) Façade documented costs that improve the overall appearance of the Development Property, provided the Project meets the criteria of the Façade Grant Program and on the terms and conditions set forth by the State Historic Preservation Office, as set forth in Exhibit I.

(3) Financial Consultant documented costs related to hiring a financial consultant to evaluate the Project's feasibility on the terms and conditions set forth in Exhibit I.

3.7. Payment of the Grant. The Grant shall be payable as follows:

(1) Any and all portions of the Grant shall be funded solely and only from available Program funds;

(2) Prior to the release of any grant funds, (i) Grant Recipient shall have submitted documentation of its eligible expenses under the corresponding grant program, and (ii) City shall have issued a Certificate of Completion; and

(3) The Grant funds shall be disbursed directly to Grant Recipient.

SECTION 4. NON- APPROPRIATION / LIMITED SOURCE OF FUNDING.

4.1 Non-Appropriation.

(1) Notwithstanding anything in this Agreement to the contrary, the obligation of City to pay any installment of the Economic Development Grants from the pledged tax increment revenues shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of City or a pledge of its full faith and credit within the meaning of any constitutional or statutory debt limitation, and shall be subject in all respects to the right of non-appropriation by the City Council of City as provided in this Section. City may exercise its right of non-appropriation as to the amount of the installments to be paid during any fiscal year during the term of this Agreement without causing a termination of this Agreement. The right of non-appropriation shall be exercised only by resolution affirmatively declaring City's election to non-appropriate funds otherwise required to be paid in the next fiscal year under this Agreement.

(2) In the event the City Council of City elects to not appropriate sufficient funds in the budget for any future fiscal year for the payment in full of the installments on the Economic Development Grants due and payable in that future fiscal year, then City shall have no further obligation to Employer or Developers for the payment of any installments due in that future fiscal year which cannot be paid with the funds then appropriated for that purpose.

(3) Developer acknowledges and agrees that the State of Iowa retains the authority to amend, modify, or repeal laws governing property tax, tax increment financing (TIF), and any related rebate mechanisms. City makes no representations or warranties regarding the continuation of current state law or the availability of rebates in their present form. In the event that any legislative or regulatory action by the State of Iowa alters or limits the availability, calculation, distribution, or administration of rebates, City shall have no obligation to compensate Developer for any resulting reduction, loss, or elimination of rebates. Developer assumes all risk associated with potential changes to applicable state law.

4.2 The right of non-appropriation reserved to City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to pay future installments on the Economic Development Grants shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision, and to this end the provisions of this Agreement are severable.

SECTION 5. COVENANTS OF DEVELOPER

5.1 The Minimum Improvements shall conform to the U.S. Secretary of the Interior's Standards for Rehabilitation.

5.2. Operation of Property.

(1) Housing Vouchers. For and in consideration of the Grant offered under this Agreement, during the operation of the Development Property as a rental residential property, as allowable by the Department of Housing and Urban Development, Developer shall accept, or cause to be accepted, applications from prospective tenants with housing vouchers issued under the U.S. HUD's Section 8 voucher program or a similar program who are otherwise qualified prospective tenants. Developer shall not deny any tenant a lease based on a public assistance source of income. A public assistance source of income means income and support derived from any tax supported federal, state or local funds, including, but not limited to,

social security, supplemental security income, temporary assistance for needy families, family investment program, general relief, food stamps, and unemployment compensation, housing choice voucher subsidies and similar rent subsidy programs. This Section 5.2 shall survive the termination of this Agreement. If Developer or Developer's successors or assigns violates the requirements of this Section 5.2 as determined by the City Manager in the City Manager's sole discretion after the termination of this Agreement, Developer or Developer's successors or assigns shall not be eligible for any City financial assistance programs.

(2) Short-Term Rental. For and in consideration of the Grant offered under this Agreement, during the operation of the Development Property as residential rental property and during the term of this Agreement, no residential rental unit shall be leased to any tenant for an initial term of fewer than thirty (30) days, and no portion of the Development Property may be used for short-term rental purposes. Developer agrees to include similar prohibitions regarding short-terms rentals in each lease agreement for each residential rental unit of the Development Property during the term of this Agreement. Developer further agrees to include such prohibitions in each and every lease agreement for any residential rental unit of the Development Property for so long as any single residential rental unit of the Development Property remains subject to the terms and conditions of this Agreement.

5.3 Books and Records. During the term of this Agreement, Developer shall keep at all times and make available to City upon reasonable request proper books of record and account in which full, true and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer in accordance with generally accepted accounting principles consistently applied throughout the period involved, and Developer shall provide reasonable protection against loss or damage to such books of record and account.

5.4 Real Property Taxes. Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Property unless Developer's obligations have been assumed by another person pursuant to the provisions of this Agreement.

5.5 No Other Exemptions. During the term of this Agreement, Developer agrees not to apply for any state or local property tax exemptions which are available with respect to the Property or the Minimum Improvements located thereon that may now be, or hereafter become, available under state law or city ordinance during the term of this Agreement, including those that arise under Iowa Code Chapters 404 and 427, as amended.

5.6 Insurance Requirements.

(1) Upon completion of construction of the Minimum Improvements and up to the Termination Date, Developer shall maintain, or cause to be maintained, at its cost and expense property insurance against loss and/or damage to the Building (including the Minimum Improvements) under an insurance policy written with the "special perils" form and in an amount not less than the full insurable replacement cost of the Building (including the Minimum Improvements), listing City as lender loss payable. Developer shall furnish to City proof of insurance in the form of a certificate of insurance

(2) The term "replacement cost" shall mean the actual replacement cost of the building with Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be reasonably determined from time to time at the request of City, but not more frequently than once every three (3) years.

(3) Developer shall notify City immediately in the case of damage exceeding Fifty Thousand Dollars ($50,000) in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net proceeds of any such insurance (Net Proceeds), shall be paid directly to Developer as its interests may appear, and Developer shall forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer shall apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof, subject, however, to the terms of any mortgage encumbering title to the Property (as its interests may appear). Developer shall complete the repair, reconstruction and restoration of Minimum Improvements whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

5.7 Preservation of Property. During the term of this Agreement, Developer shall maintain, preserve and keep, or cause others to maintain, preserve and keep, the Minimum Improvements in good repair and working order, ordinary wear and tear accepted, and from time to time shall make all necessary repairs, replacements, renewals and additions.

5.8 Non-Discrimination. In carrying out the project, Developers shall not discriminate against any employee or applicant for employment because of age, color, familial status, gender identity, marital status, mental/physical disability, national origin, race, religion/creed, sex, or sexual orientation.

5.9 Conflict of Interest. Developer agrees that no member, officer or employee of City, or its designees or agents, nor any consultant or member of the governing body of City, and no other public official of City who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project, or in any activity, or benefit therefrom, which is part of this project at any time during or after such person's tenure. In connection with this obligation, Developer shall have the right to rely upon the representations of any party with whom it does business and shall not be obligated to perform any further examination into such party's background.

5.10 Non-Transferability. Until such time as the Minimum Improvements are complete (as certified by City under Section 2.4), this Agreement may not be assigned by Developer nor may the Property be transferred by Developer to another party. Thereafter, with the prior written consent of City, which shall not be unreasonably withheld, Developer shall have the right to assign this Agreement, and upon assumption of the Agreement by the assignee, Developer shall no longer be responsible for its obligations under this Agreement.

5.11 No change in Tax Classification. Developer agrees that it will not take any action to change, or otherwise allow, the classification of the Property for property tax purposes to become other than commercial property and to be taxed as such under Iowa law. This restriction shall terminate upon the termination of this Agreement. However, Developer may apply for a reclassification of the Property in the event Iowa law is modified to allow a building containing four apartments within one building to be classified as residential for property tax purposes.

5.12 Restrictions on Use. Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property or any part thereof, for the duration of this Agreement, that they, and their respective successors and assigns, shall:

(1) Devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan (and City represents and agrees that use of the Property as a restaurant and upper-story housing, is in full compliance with the Urban Renewal Plan) (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same); and

(2) Not discriminate upon the basis of race, religion, color, sex, sexual orientation, gender identity, national origin, age or disability in the sale, lease, rental, use or occupancy of the Property or any improvements erected or to be erected

thereon, or any part thereof (however, Developer shall not have any liability to City to the extent that a successor in interest shall breach this covenant and City shall seek enforcement of this covenant directly against the party in breach of same).

5.13 Compliance with Laws. Developer shall comply with all laws, rules and regulations relating to its businesses, other than laws, rules and regulations the failure to comply with or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, financial or otherwise, of Developer.

SECTION 6. EVENTS OF DEFAULT AND REMEDIES

6.1 Events of Default Defined. The following shall be Events of Default under this Agreement and the term Event of Default shall mean, whenever it is used in this Agreement, any one or more of the following events:

(1) Failure by Developer to pay or cause to be paid, before delinquency, all real property taxes assessed with respect to the Minimum Improvements and the Property.

(2) Failure by Developer to cause the construction of the Minimum Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement.

(3) Transfer of any interest by Developer of the Minimum Improvements in violation of the provisions of this Agreement prior to the issuance of the final Certificate of Completion.

(4) Failure by Developer or City to substantially observe or perform any other material covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

6.2. Remedies on Default by Developer. Whenever any Event of Default referred to in Section 5.1 of this Agreement occurs and is continuing, City, as specified below, may take any one or more of the following actions after the giving of written notice by City to Developer (and the holder of any mortgage encumbering any interest in the Property of which City has been notified of in writing) of the Event of Default, but only if the Event of Default has not been cured within sixty (60) days following such notice, or if the Event of Default cannot be cured within sixty (60) days and Developer does not provide assurances to City that the Event of Default will be cured as soon as reasonably possible thereafter:

(1) City may suspend its performance under this Agreement until it receives assurances from the Developer deemed adequate by City, that the Developer will cure its default and continue its performance under this Agreement;

(2) Until the Closing Date, City may cancel and rescind this Agreement;

(3) Until issuance of the Certificate of Completion, City shall be entitled to recover from Developer the sum of all amounts expended by City in connection with the funding of the Downtown Rehab Loan/Grant and Economic Development Grant to Developer and City may take any action, including any legal action it deems necessary, to recover such amounts from the Developer;

(4) City may withhold the Certificate of Completion; or

(5) City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

6.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

6.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

6.5 Agreement to Pay Attorneys' Fees and Expenses. If any action at law or in equity, including an action for declaratory relief or arbitration, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of litigation from the other party. Such fees and costs of litigation may be set by the court in the trial of such action or by the arbitrator, as the case may be, or may be enforced in a separate action brought for that purpose. Such fees and costs of litigation shall be in addition to any other relief that may be awarded.

6.6 Remedies on Default by City. If City defaults in the performance of this Agreement, Developer may take any action, including legal, equitable or administrative action that may appear necessary or desirable to collect any payments due under this Agreement, to recover expenses of Developer, or to enforce performance and observance of any obligation, agreement, or covenant of City under this Agreement. Developer may suspend their performance under this Agreement until they receive assurances from City, deemed adequate by Developer, that City will cure its default and continue its performance under this Agreement.

SECTION 7. GENERAL TERMS AND PROVISIONS

7.1 Notices and Demands. Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be deemed to have been properly given if and when delivered in person or three (3) business days after having been deposited in any U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

If to Developer: Chris Miller
Miller Companies, LLC
1204 Timber Hyrst Court
Dubuque, Iowa 52003

With copy to: Drake Law Firm, P.C.
Attn: Flint Drake
300 Main Street, Suite 323
Dubuque, IA 52001

If to City: City Manager
50 W. 13th Street
Dubuque, Iowa 52001
Phone: (563) 589-4110
Fax: (563) 589-4149

With copy to: City Attorney
City Hall
50 W. 13th Street
Dubuque IA 52001

or at such other address with respect to either party as that party may, from time to time designate in writing and forward to the other as provided in this Section.

7.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of City and Developer and their respective successors and assigns.

7.3 Force Majeure. A party shall be excused from its obligations under this Agreement if and to the extent and during such time as the party is prevented, impeded, or hindered, unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control and after the party has taken reasonable steps to avoid or mitigate such event or its consequences (each a "Force Majeure Event") including, without limitation in any way, as the result of any acts of God, war, fire, or other casualty, riot, civil unrest, extreme weather conditions, terrorism, strikes and/or labor disputes, pandemic, epidemic, quarantines, government stay-at-home orders, municipal and other government orders, failure of Internet, or other matter beyond the control of such party. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party identifying the Force Majeure Event, explaining how it impacts performance and the estimated duration, identifying the relief requested, agreeing to limit damages to the other party and to immediately resume performance upon termination of the Force Majeure Event, and agreeing to supplement the notice as more information becomes available, and thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible. No obligation to make a payment required by this Agreement is excused by a Force Majeure Event. The nonperforming party shall not be entitled to any damages or additional payments of any kind for any such delay.

7.4 Termination Date. This Agreement and the rights and obligations of the parties hereunder shall terminate on December 31, 2043 (the Termination Date).

7.5 Execution by Facsimile. The parties agree that this Agreement may be transmitted between them by facsimile machine. The parties intend that the faxed signatures constitute original signatures and that a faxed Agreement containing the signatures (original or faxed) of all the parties is binding on the parties.

7.6 Memorandum of Development Agreement. Developer shall promptly record a Memorandum of Development Agreement in the form attached hereto as Exhibit D in the office of the Recorder of Dubuque County, Iowa. Developer shall pay the costs for so recording.

7.7 Legal Compliance. Developer is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances which may apply to the performance of Developer's obligations under this Agreement, including but not limited to the laws outlined in Exhibit H, and hereby represents and warrants that Developer is in compliance with the same as of the Closing Date and further represents that during the Term Developer will

remain in compliance. Developer shall require all contractors and subcontractors providing services under this Agreement shall also certify compliance with this Section.

Developer further represents and warrants that Developer has obtained all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Agreement, including any permits and licenses that might be required by the state or locality in which Developer performs the Services, and Developer agrees to maintain, at Developer's sole expense, such required permits and licenses for the duration of the term(s) of this Agreement.

IN WITNESS WHEREOF, City has caused this Agreement to be duly executed in its name and behalf by its Mayor and attested to by its City Clerk and Developer has caused this Agreement to be duly executed on or as of the first above written.

CITY OF DUBUQUE, IOWA

By _____
Brad M. Cavanagh, Mayor

MILLER COMPANIES, LLC

By _____
Chris Miller, President

Attest:

_____
Adrienne N. Breitfelder, City Clerk

LIST OF EXHIBITS

EXHIBIT A City Attorney's Certificate
EXHIBIT B Opinion of Developer's Counsel
EXHIBIT C City Certificate
EXHIBIT D Memorandum of Development Agreement
EXHIBIT E Urban Renewal Plan
EXHIBIT F Downtown Housing Incentive Program
EXHIBIT G Certificate of Completion
EXHIBIT H Legal Compliance
EXHIBIT I Planning and Design Grant Program, Façade Grant Program, and Financial Consultant Grant Program

EXHIBIT A

CITY ATTORNEY'S CERTIFICATE

Barry A. Lindahl, Esq.
Senior Counsel
Suite 330, Harbor View Place
300 Main Street
Dubuque, Iowa 52001-6944
(563) 583-4113 office
(563) 583-1040 fax
balesq@cityofdubuque.org

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

(DATE)

RE:

Dear _____:

I have acted as counsel for the City of Dubuque, Iowa, in connection with the execution and delivery of a certain Development Agreement between Miller Companies, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ___ day of _____, 20__.

The City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and has full power and authority to execute, deliver and perform its obligations under this Agreement, and to the best of my knowledge, the representations of the City Manager in his letter dated the ___ day of _____, 20__, are correct.

Very sincerely,

Barry A. Lindahl, Esq.
City Attorney

BAL:JLM

EXHIBIT B

OPINION OF DEVELOPER'S COUNSEL

Mayor and City Councilmembers
City Hall
13th and Central Avenue
Dubuque IA 52001

Re: Development Agreement Between the City of Dubuque, Iowa and

Dear Mayor and City Councilmembers:

We have acted as counsel for Miller Companies, LLC, in connection with the execution and delivery of a certain Development Agreement (Development Agreement) between Developer and the City of Dubuque, Iowa (City) dated for reference purposes the ___ day of _____, 20__.

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the Development Agreement and such other documents and records as we have deemed relevant and necessary as a basis for the opinions set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. Developer is a limited liability company organized and existing under the laws of the State of Iowa and has full power and authority to execute, deliver and perform in full the Development Agreement. The Development Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

2. To our actual knowledge with no duty to inquire, the execution, delivery and performance by Developer of the Development Agreement and the carrying out of the terms thereof, will not result in violation of any provision of, or in default under, the articles of incorporation and bylaws of Developer, any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction to which Developer is a party or by which Developer's property is bound or subject.

3. To our actual knowledge with no duty to inquire, there are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before

any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or the Developer's ability to perform Developer's obligations thereunder.

This opinion is rendered for the sole benefit of the City of Dubuque and no other party may rely on this opinion.

This opinion is rendered and valid as of the date of this letter and we have no duty to update this opinion for any matters which come to our knowledge after the date of this letter.

Sincerely,

EXHIBIT C

CITY CERTIFICATE

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

City Manager's Office
City Hall
50 West 13th Street
Dubuque, Iowa 52001-4864
(563) 589-4110 office
(563) 589-4149 fax
ctymgr@cityofdubuque.org

(DATE)

Dear _____:

I am the City Manager of the City of Dubuque, Iowa and have acted in that capacity in connection with the execution and delivery of a certain Development Agreement between Miller Companies, LLC (Developer) and the City of Dubuque, Iowa (City) dated for reference purposes the ___ day of _____, 20__.

On behalf of the City of Dubuque, I hereby represent and warrant to Developer that:

(1) City has duly obtained all necessary approvals and consents for its execution, delivery and performance of this Agreement and that it has full power and authority to execute, deliver and perform its obligations under this Agreement. City's attorney shall issue a legal opinion to Developer at time of closing confirming the representation contained herein, in the form attached hereto as Exhibit B.

(2) City shall exercise its best efforts to cooperate with Developer in the development process.

(3) City shall exercise its best efforts to resolve any disputes arising during the development process in a reasonable and prompt fashion.

(4) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the charter of City, any evidence of indebtedness, agreement or instrument of whatever nature to which City is now a party or by which it or its property is bound, or constitute a default under any of the foregoing.

(5) There are no actions, suits or proceedings pending or threatened against or affecting City in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the financial position or operations of City or which affects the validity of the Agreement or City's ability to perform its obligations under this Agreement.

(6) No ordinance or hearing is now or before any local governmental body that either contemplates or authorizes any public improvements or special tax levies, the cost of which may be assessed against the Property. To the best of City's knowledge, there are no plans or efforts by any government agency to widen, modify, or re-align any street or highway providing access to the Property and there are no pending or intended public improvements or special assessments affecting the Property which will result in any charge or lien be levied or assessed against the Property.

(7) The representations and warranties contained in this article shall be correct in all respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date.

Sincerely,

Michael C. Van Milligen
City Manager

MCVM:JLM

EXHIBIT D

MEMORANDUM OF DEVELOPMENT AGREEMENT

Prepared by: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113
Return to: Barry A. Lindahl 300 Main Street Suite 330 Dubuque IA 52001 563 583-4113

MEMORANDUM OF DEVELOPMENT AGREEMENT

A Development Agreement by and among the City of Dubuque, Iowa, an Iowa municipal corporation, of Dubuque, Iowa, and Miller Companies, LLC was made regarding the following described premises:

The Southerly 37 ½ feet of Lot 26, in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Survey of the Town of Dubuque, Iowa

The Development Agreement is dated for reference purposes the ____ day of _____, 20__, and contains covenants, conditions, and restrictions concerning the sale and use of said premises.

This Memorandum of Development Agreement is recorded for the purpose of constructive notice. In the event of any conflict between the provisions of this Memorandum and the Development Agreement itself, executed by the parties, the terms and provisions of the Development Agreement shall prevail. A complete counterpart of the Development Agreement, together with any amendments thereto, is in the possession of the City of Dubuque and may be examined at its offices as above provided.

Dated this ____ day of _____, 20__.

CITY OF DUBUQUE, IOWA

By _____
Barry A. Lindahl, Senior Counsel

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____day of _____, 20__, before me, a Notary Public in and for the State of Iowa, in and for said county, personally appeared Barry A. Lindahl, Esq., to me personally known, who being by me duly sworn did say that he is the Senior Counsel of the City of Dubuque, a Municipal Corporation, created and existing under the laws of the State of Iowa, and said Senior Counsel acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

_____
Notary Public, State of Iowa

EXHIBIT E

URBAN RENEWAL PLAN

(on file in City Clerk's office, 50 W. 13th Street, Dubuque, IA 52001)

EXHIBIT F

DOWNTOWN HOUSING INCENTIVE PROGRAM

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007·2012 2013·2017

Economic Development Department
50 West 13th Street
Dubuque, Iowa 52001-4864
Office (563) 589-4393
TTY (563) 690-6678
http://www.cityofdubuque.org

Downtown Housing Incentive Program Eligibility Guidelines

Project Location & Type

Create new multifamily housing units (rental or for-sale condos) within the Greater Downtown Urban Renewal District.

Be a rehabilitation of an existing structure.

Have clearly defined start and completion timelines.

Eligible Unit Types

Newly Created Units: Created in a portion of a structure never previously used as housing.

Rehabilitated Long-Vacant Units: A previously existing housing unit vacant for more than 3 years and undergoing full rehabilitation that corrects all code deficiencies and deterioration.

Rehabilitation Standards

Bring the structure into full compliance with the 2021 IPMC and 2021 IBC.

Correct all unsafe, unsanitary, damaged, or deteriorated conditions, including structural, electrical, mechanical, and plumbing systems.

Repair or replace components that are defective or beyond service life; cosmetic-only improvements do not qualify.

Meet all life-safety, egress, and habitability requirements.

Use durable, long-term residential materials.

Submit a comprehensive scope of work addressing all code corrections, subject to City approval.

Building Configuration

Units must generally be located above a first-floor commercial component.

Design Review Requirements

Reimbursement covers labor and materials that significantly improve appearance following City of Dubuque Architectural Guidelines or Downtown Design Guidelines, as applicable.

Existing noncompliant signage must be brought into compliance as part of the project.

A detailed rendering/drawing with dimensions, materials, and architectural details must be submitted.

Deviation from the approved plan may disqualify the project.

Additional City Requirements

City may require soundproofing, lighting, security, or other standards based on a neighborhood impact review.

Property owners must certify that all properties they own in Dubuque comply with all applicable City ordinances.

Funding Limits

Up to $10,000 per residential unit.

Up to $750,000 per taxing parcel.

No developer fee may be paid until all City assistance is fully disbursed.

Funds are disbursed after project completion and issuance of all Certificates of Occupancy/Completion.

Minimum Project Size

Projects must create at least 2 new housing units.

Application Review

Applications are reviewed when complete.

Funds are awarded to projects that meet all criteria and are ready to commence within 12 months.

EXHIBIT G

CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa, a municipal corporation (the "Grantor"), has granted incentives to Miller Companies, LLC (the "Grantee"), in accordance with a Development Agreement dated as of [Date] (the "Agreement"), by and among the Grantor, and the Grantee (collectively, the "Agreement"), certain real property located within the Greater Downtown Urban Renewal District of the Grantor and as more particularly described as follows:

> The Southerly 37 ½ feet of Lot 26, in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Survey of the Town of Dubuque, Iowa

(the "Development Property"); and

WHEREAS, said Agreement incorporated and contained certain covenants and conditions with respect to the rehabilitation of the Development Property, and obligated the Grantee to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, the Grantee has to the present date performed said covenants and conditions insofar as they relate to the construction of the Minimum Improvements in a manner deemed sufficient by the Grantor to permit the execution and recording of this certification; and

NOW, THEREFORE, pursuant to Section 2.4 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Grantee, and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by the Grantee to the satisfaction of the Grantor and such covenants and conditions are hereby satisfied.

The County Recorder of Dubuque County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfaction of

the covenants and conditions as set forth in said Agreement, and that the Agreement shall otherwise remain in full force and effect.

(SEAL) **CITY OF DUBUQUE, IOWA**

By: _____
Mike Van Milligen, City Manager

STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this ____day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and acknowledged said execution of the instrument to be his/her voluntary act and deed.

_____
Notary Public in and for
Dubuque County, Iowa

EXHIBIT H
LEGAL COMPLIANCE

a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;

b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq), (prohibits discrimination on the basis of age);

f) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

g) The Civil Rights Restoration Act of 1987, (PL 100-209); (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964 to include that entities that receive federal funding must comply with civil rights legislation, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, in all operations, not just in the program or activity receiving federal funding);

h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

i) The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

j) Section 1557of the Affordable Care Act (prohibits discrimination on the basis of national origin);

k) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.) (prohibits discrimination because of sex in education programs or activities);

l) Drug Abuse Office and Treatment Act of 1972, as amended (21 U.S.C. § 1101 et seq.); and

m) Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended (42 U.S.C. § 4541, et seq.).

EXHIBIT I

PLANNING AND DESIGN GRANT PROGRAM, FAÇADE GRANT PROGRAM, AND FINANCIAL CONSULTANT GRANT PROGRAM

Downtown Rehabilitation Grant Program

PROGRAM GUIDELINES

(2024)

The Downtown Rehabilitation Grant Program is designed to further the goals and objectives of the Greater Downtown Urban Renewal Plan by creating the financial incentives needed to eliminate conditions of blight, encourage revitalization efforts and to retain or create employment opportunities and/or new housing units within the district. This program will address building code deficiencies as part of each approved project.

Eligible Applicants: Owners of property within the Greater Downtown Urban Renewal District (map attached).

Grant Award: The grant is a 1:1 matching grant up to a maximum of Thirty-Five Thousand Dollars ($35,000).

Eligible Activities and Assistance:

Façade Costs – to provide assistance on labor or material costs for front (or occasionally other major) façade renovations to restore a building's historic appearance or eliminate inappropriate additions or alterations to improve overall appearance.

Financial Consultant Costs – to provide assistance on hiring a financial consultant used to analyze the feasibility of a project.

Planning & Design Grant Program – to provide assistance on pre-development costs associated with a project.

FOR MORE INFORMATION, please contact:
City of Dubuque Economic Development Department
50 West 13th Street, Dubuque, Iowa 52001
(563) 589-4393

General Conditions:

- Property must be located in Greater Downtown Urban Renewal District (see attached

map) and with timely commencement & completion dates identified.

- Projects must be the rehabilitation of an existing structure.
- Property must be classified for tax purposes as a commercial or multi-residential property.
- All existing code deficiencies within a scope of a project must be corrected and new improvements must comply with all applicable codes and ordinances.
- Owner of property must certify that all property in the City of Dubuque, for which the owner has any interest, complies with all applicable City of Dubuque ordinances and regulations, including, but not limited to, housing, building, zoning, fire, health, and vacant and abandoned building regulations.
- Exterior alterations are subject to design review and approval. The Historic District Guidelines shall apply to projects located in Historic Preservation Districts. The Downtown Design Guidelines shall apply to all other project locations. Projects which conform to the applicable guidelines may be reviewed and approved by the City Planner. Projects that do not strictly conform to the applicable guidelines will be forwarded to the Historic Preservation Commission (HPC) for consideration. Substantial rehabilitation projects may also be considered by the HPC. The process for review is at the discretion of the City Planner. Guidelines can be viewed and downloaded at http://cityofdubuque.org/1295/Design-Guidelines.
- Any signs on the property that do not comply with City zoning regulations and design guidelines must be included in the design review and improved to comply with applicable City Codes. Submittal must include the design materials and colors that will be used on the sign face, how the sign will be displayed, and any lighting proposed.
- A detailed rendering/drawing of the proposed project must be included. The plans should include dimensions and architectural details and label materials. Plans prepared by a design professional (e.g. architect or draftsperson) are required. Applications without detailed drawings will not be considered complete. Only preliminary eligibility may be determined until professional drawings are submitted.
- Applicant will not be reimbursed for personal labor costs or labor costs of family members, nor can these costs be counted in the total project costs.
- Projects may not receive the maximum amount of each form of assistance more than once.
- Deviation from an approved project plan shall disqualify the project from the program.
- City funded projects may be required to meet sound proofing, lighting, security, or other standards – as determined by the City of Dubuque, in its sole discretion, following an internal neighborhood impact study – particularly when units are located in mixed-use neighborhoods.
- Applications will be reviewed quarterly by the Economic Development and Planning department with funda awarded to projects that meet the program criteria and are ready to commence within three months.

FAÇADE INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for front (or occasionally other major) façade renovation to restore the façade to its historic appearance or improve the overall appearance. This assistance is intended to address historically inappropriate exteriors. It is not intended to address normal building maintenance.

Specific Conditions:

- Reimbursement is for labor and material costs associated with façade improvements, including but not limited to, rehabilitating or improving windows, paint, signage, or awnings to significantly transform overall appearance.
- Landscaping or screening with fencing or retaining walls may be a reimbursable expense if a determination is made that property is improved adjacent to public right-of-way.
- In order to receive reimbursement for repointing, a mortar analysis sample may be requested for each façade that will be repointed. The applicant must adhere to the results of that analysis in their rehabilitation work as part of their approved project plan. The City may request verification that the new mortar matches the results of the mortar analysis.
- Language from the National Park Service Technical Preservation Services Briefs may be attached as a condition for a building permit if the applicant chooses to perform repointing on the project.
- Reimbursable expenditures must be documented.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

FINANCIAL CONSULTANT INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring a financial consultant to analyze the feasibility of projects.

Specific Conditions:

- Reimbursement is for fees associated with hiring a professional financial consultant (i.e. accountant, attorney, tax credit consultant)
- Reimbursable expenditures must be documented.
- This financial consultant funding shall not exceed ten percent (10%) of total project costs.
- The rehabilitation project must be completed for the Financial Consultant costs to be reimbursed.
- Funding will be disbursed upon completion of work at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

PLANNING & DESIGN INFORMATION

This program provides funding in the Greater Downtown Urban Renewal District for hiring architects, engineers or other professional services used prior to construction.

Grant Specific Conditions:

- Reimbursement is for architectural and engineering fees, feasibility studies, environmental assessments or other related soft costs.
- Reimbursable expenditures must be documented.
- Owner / developer fees are not permitted as reimbursable expenditures.
- The planning and design funding shall not exceed ten percent (10%) of total project costs.
- Funding will be disbursed upon completion of the project at a 1:1 match of qualified costs.

Approval Process:

1. Design review by the City Planning Department and/or the Historical Preservation Commission is required for exterior work on the project.
2. Grant applications will be reviewed by City staff Review Committee and approved by the City Manager.
3. Funding will be disbursed upon staff review of documented expenditures and inspection of a completed project.

Prepared by Ian C. Hatch, Assistant Economic Development Director, 1300 Main St, Dubuque, IA 52001, (563) 589-4105
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. ___-26

APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND MILLER COMPANIES, LLC FOR THE REDEVLOPMENT OF THE PROPERTY AT 730 MAIN STREET, INCLUDING THE ISSUANCE OF URBAN TAX INCREMENT REVENUE OBLIGATIONS

WHEREAS, Miller Companies, LLC will be as of the Closing Date the owner of the property legally described as follows:

The Southerly 37 ½ feet of Lot 26, in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Survey of the Town of Dubuque, Iowa

locally known as 730 Main Street (the Property); and

WHEREAS, the City Council, by Resolution No. 109-26, dated April 6, 2026, declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and Miller Companies, 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 April 20, 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 Miller Companies, LLC for redevelopment of the Property, according to the terms and conditions set out in the Development Agreement, is in the public interest of the City of Dubuque.

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

Section 1. The Development Agreement by and between the City of Dubuque, Iowa, and Miller Companies, LLC, a copy of which is attached hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Development Agreement as herein approved.

Passed, approved, and adopted this 20th day of April, 2026.

_____

Brad M. Cavanagh, Mayor

Attest:

_____

Trish L. Gleason, Assistant City Clerk

Copyrighted
April 20, 2026

City of Dubuque
City Council

PUBLIC HEARINGS # 7.

ITEM TITLE:	Consent to Assignment of Development Agreement - and Carmac Management, Inc. to Linseed Lofts, LLC
SUMMARY:	Proof of Publication on notice of public hearing to consider approving the Consent to the Assignment of Development Agreement executed by Carmac Management, Inc, and Linseed Lofts, LLC and authorizing the Mayor to execute the Assignment on behalf of the City of Dubuque and City Manager recommending approval RESOLUTION Approving the Consent to Assignment of the Development Agreement by and between the City of Dubuque, Iowa and Carmac Management, Inc. to Linseed Lofts, LLC
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Consent to assignment DA Dubuque Carmac Management Linseed Lofts
2. Staff Memo
3. Carmac Management Memorandum to Council
4. Resolution
5. Assignment of Development Agreement signed by Buyer and Seller

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Approving Consent to Assignment of Development Agreement By and Between the City of Dubuque, Iowa and Carmac Management, Inc. to Linseed Lofts, LLC

DATE: April 13, 2026

Senior Counsel Barry Lindahl is recommending City Council adopt a resolution approving the Consent to the Assignment of Development Agreement executed by Carmac Management, Inc, and Linseed Lofts, LLC and authorizing the Mayor to execute the Assignment on behalf of the City of Dubuque.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Barry Lindahl, Senior Counsel
Jill Connors, Economic Development Director

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BARRY A. LINDAHL, ESQ.
SENIOR COUNSEL

MEMO

TO: City Manager Michael C. Van Milligen

DATE: April 20, 2026

RE: Resolution Approving Consent to Assignment of Development Agreement By and Between the City of Dubuque, Iowa and Carmac Management, Inc. to Linseed Lofts, LLC

Attached to this Memorandum is a Resolution approving the Consent to the Assignment of Development Agreement executed by Carmac Management, Inc, and Linseed Lofts, LLC.

The City and Wilmac Property Company (Wilmac) entered into a Development Agreement dated March 7, 2013, for the property at 151 East 9th Street, which Development Agreement was assigned by Wilmac to Betty Building, LLC (Betty) by an Assignment dated October 6, 2014 and further assigned by Betty to Carmac Management, Inc. (Carmac) by an Assignment dated November 2, 2021. All of these transfers were between related entities and were necessary to facilitate the use of tax credits for the project.

Carmac is now the Developer. Carmac has completed the project contemplated by the Development Agreement and the property is fully operational. Tax increment financing payments and continuing obligations of the Developer remain under the Development Agreement.

Carmac has entered into an agreement to sell the property subject to the Development Agreement to Linseed Lofts, LLC. As a part of that transaction Carmac has agreed to assign its rights and obligations under the Development Agreement to Linseed Lofts, LLC and that entity has agreed to accept all such rights and obligations.

The attached Assignment accomplishes this assignment, subject to the City's agreement and consent. Carmac Management, Inc. has requested City Council consent to the Assignment of the Development Agreement and authorizing the Mayor to execute the Assignment on behalf of the City of Dubuque.

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

I request that City Council adopt the attached Resolution approving the Consent to the Assignment.

cc:
Crenna Brumwell, City Attorney
Jill Connors, Economic Development Director

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

Drake Law Firm, P.C.
ATTORNEYS

D. Flint Drake*
fdrake@drakelawpc.com

300 Main Street, Suite323
Dubuque, IA 52001

Samuel M. DeGree
sdegree@drakelawpc.com

Both admitted in Iowa

Telephone: (563) 582-2000
Facsimile: (563) 583-5225

March 24, 2026

MEMORANDUM

TO: Barry Lindahl, Senior Counsel

RE: Assignment of Development Agreement by and between Carmac Management, Inc. and Linseed Lofts,LLC

FROM: Drake Law Firm, PC

Barry:

Attached to this Memorandum is an Assignment of Development Agreement executed by Carmac Management, Inc, and Linseed Lofts, LLC.

The City and Wilmac Property Company (Wilmac) entered into a Development Agreement dated March 7, 2013, for the property at 151 E. 9th St., Dubuque, Iowa, which Development Agreement was assigned by Wilmac to Betty Building, LLC (Betty) by an Assignment dated October, 2014 and further assigned by Betty to Carmac Management, Inc. by an Assignment dated October, 2021. All of these transfers were between related entities and were necessary to facilitate the use of tax credits for the project.

Carmac is now the Developer. Carmac has completed the project contemplated by the Development Agreement and the property is fully operational. Tax increment financing payments and continuing obligations of the Developer remain under the Development Agreement.

Carmac has entered into an agreement to sell the property subject to the Development Agreement to Linseed Lofts, LLC. As a part of that transaction Carmac has agreed to assign its rights and obligations under the Development Agreement to Linseed Lofts, LLC and that entity has agreed to accept all such rights and obligations.

The attached Assignment accomplishes this assignment, subject to the City's agreement and consent. On behalf of Carmac Management, Inc., we request that the City Council approve and consent to the Assignment of the Development Agreement and authorize the mayor to execute the Assignment on behalf of the City of Dubuque.

Please advise of any additional questions. Thank you.

Prepared by Barry A. Lindahl, Esq., 300 Main Street Suite 330, Dubuque, IA 52001, (563) 589-4113
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. ____-26

APPROVING THE CONSENT TO ASSIGNMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND CARMAC MANAGEMENT, INC. TO LINSEED LOFTS, LLC

WHEREAS, the City of Dubuque and Wilmac Property Company (Wilmac) entered into a Development Agreement dated March 7, 2013, for the property at 151 East 9th Street, which Development Agreement was assigned by Wilmac to Betty Building, LLC (Betty) by an Assignment dated October 6, 2014 and further assigned by Betty to Carmac Management, Inc. (Carmac) by an Assignment dated November 2, 2021; and

WHEREAS, Carmac is now the Developer and has completed the project contemplated by the Development Agreement and the property is fully operational; and

WHEREAS, Carmac has entered into an agreement to sell the property subject to the Development Agreement to Linseed Lofts, LLC; and

WHEREAS, as a part of that transaction Carmac has agreed to assign its rights and obligations under the Development Agreement to Linseed Lofts, LLC and that entity has agreed to accept all such rights and obligations; and

WHEREAS, Carmac has requested that the City Council consent to the Assignment of the Development Agreement; and

WHEREAS, the City Council finds that consent to the Assignment is in the best interests of the City of Dubuque; and

WHEREAS, pursuant to published notice, a public hearing was held on April 20, 2026, on the consent to the Assignment.

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

Section 1. The Assignment of the Development is hereby approved.

Section 2. The Mayor is hereby authorized and directed to sign the consent to the Assignment on behalf of the City of Dubuque.

Passed, approved and adopted this 20th day of April, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish L. Gleason, Assistant City Clerk

ASSIGNMENT OF DEVELOPMENT AGREEMENT

This Assignment of Development Agreement is entered into this 19th day of March, 2026 by and between , Carmac Management, Inc. ("Carmac"), Linseed Lofts, LLC ("Buyer") and the City of Dubuque, Iowa ("City").

RECITALS

A. City and Wilmac Property Company ("Wilmac") entered into a Development Agreement dated March 7, 2013 which agreement was assigned by Wilmac to Betty Building, LLC ("Betty") by an Assignment dated October, 2014 and further assigned by Betty to Carmac by Assignment dated in October, 2021 (the "Development Agreement");

B. Pursuant to the terms of the Development Agreement Wilmac was to provide certain improvements to real estate owned by Wilmac, such property locally known as 151 East 9th St., Dubuque, Iowa and legally described as: City Lot 379 and the South 15 feet of City Lot 380 in Dubuque, Iowa (the "Property"). Subject to the requirements and restrictions of that Development Agreement City agreed to take certain actions to aid in the rehabilitation of the Property.

C. In order to facilitate rehabilitation of the Property, and in particular to accommodate the use of historic tax credits, the Property was deeded to Betty at the time of the initial Assignment. The recapture period for the historic tax credit transaction passed, the ownership structure was simplified and the underlying Property was deeded to Carmac. Carmac has now agreed to sell the underlying Property to Buyer and Carmac desires to assign all of its rights and obligations under the Development Agreement to Buyer and Buyer desires to accept such rights and obligations;

D. The parties desire to set forth their agreement regarding such assignment in writing.

Therefore, in consideration of the mutual terms and covenants herein, the parties agree as follows:

AGREEMENT

1. Assignment. Carmac does hereby assign, transfer and convey to Buyer each and every right and obligation of Carmac in and under the Development Agreement, including the right to receive tax increment financing payments, effective April 1, 2026.

2. Acceptance. Buyer does hereby accept all rights and obligations of Carmac under the Development Agreement and agrees to be bound by such agreement and to be responsible for every obligation of Developer thereunder.

3. Consent. City does hereby consent to the assignment as set forth herein and releases

Betty from any obligations that accrue under the terms of the Development Agreement after the date hereof.

4. Miscellaneous. This agreement is binding upon the parties hereto and their successors and permitted assigns and shall be governed by and construed under the laws of the state of Iowa.

City of Dubuque, Iowa

By: _____
Brad Cavanagh, Mayor

Carmac Management, Inc.

By: _____
Patrick McNamara

Linseed Lofts, LLC, Buyer

By: _____
Jeffery R Manders

Copyrighted
April 20, 2026

City of Dubuque
City Council

PUBLIC HEARINGS # 8.

ITEM TITLE:	Consent to Assignment of Development Agreement — Outfly Development, LLC to Verena Ct Exchange, LLC
SUMMARY:	Proof of Publication on notice of public hearing to consider approving the Consent to the Assignment of Development Agreement by and between the City of Dubuque and Outfly Development, LLC (“Outfly”) to Verena Ct Exchange, LLC and give authorization to the Mayor to execute the Assignment on behalf of the City of Dubuque and City Manager recommending approval RESOLUTION Approving the Consent to the Assignment and Assumption of a Development Agreement by and between the City of Dubuque, Iowa and Outfly Development, LLC to Verena Ct Exchange, LLC
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Consent to Assignment DA Dubuque Outfly Development to Verena Ct Exchange
2. Staff Memo
3. Resolution
4. Outfly Memorandum to Council re Assignment of DA
5. OutflyAssignment_Development_Agreement (1)

THE CITY OF DUBUQUE
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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution Approving Consent to Assignment of Development Agreement By and Between the City of Dubuque, Iowa and Outfly Development, LLC to Verena Ct Exchange, LLC

DATE: April 13, 2026

Senior Counsel Barry Lindahl is recommending City Council adopt a resolution approving the Consent to the Assignment of Development Agreement by and between the City of Dubuque and Outfly Development, LLC ("Outfly") to Verena Ct Exchange, LLC and give authorization to the Mayor to execute the Assignment on behalf of the City of Dubuque.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Barry Lindahl, Senior Counsel
Jill Connors, Economic Development Director

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BARRY A. LINDAHL, ESQ.
SENIOR COUNSEL

MEMO

TO: City Manager Michael C. Van Milligen

DATE: APRIL 20, 2026

RE: Resolution Approving Consent to Assignment of Development Agreement By and Between the City of Dubuque, Iowa and Outfly Development, LLC to Verena Ct Exchange, LLC

Attached to this Memorandum is Resolution approving the Consent to the Assignment of Development Agreement by and between the City of Dubuque and Outfly Development, LLC ("Outfly") to Verena Ct Exchange, LLC.

The City and Outfly entered into a Development Agreement dated the 6th day of October, 2025 related to the purchase by Outfly of the property legally described as Lot 3 of Dubuque Industrial Center South Third Addition in the City of Dubuque, Iowa (Parcel A) and Lot 2 of Dubuque Industrial Center South Third Addition in the City of Dubuque, Iowa (Parcel B) (the Development Property).

Outfly is selling other property to a third-party purchaser and using funds from the sale to acquire the Development property and construct the Minimum Improvements required under the Development Agreement.

In order to save substantial taxes related to the sale of the existing property, Outfly will use an IRS section 1031 tax deferred exchange. As part of that exchange, Outfly has created a new entity, Verena Ct Exchange, LLC. That new entity will use the funds from the sale of the other property to acquire the Development Property.

Verena Ct Exchange, LLC will be the owner of the Development Property and will assume the role of Developer under the Development Agreement. Verena Ct Exchange, LLC will be affiliated with and controlled by the same individuals as Outfly Development, LLC. Outfly Development, LLC will continue to manage the development of the project through this structure. Verena Ct Exchange, LLC will hold title to the Development Property during the exchange period, after which ownership of Verena Ct Exchange, LLC will be transferred to Outfly Development, LLC upon completion of the exchange. This assignment is administrative in nature and does not alter the scope of the project, the

obligations of the Developer, or the financial capacity supporting the project. The same principals will remain responsible for performance under the Development Agreement. The attached Assignment accomplishes the assignment contemplated above, subject to the City's and consent.

Outfly Development, LLC, is requesting that the City Council consent to the Assignment of the Development Agreement and authorize the Mayor to execute the Assignment on behalf of the City of Dubuque.

I request that City Council adopt the attached Resolution approving the Consent to the Assignment.

cc:
Crenna Brumwell, City Attorney
Jill Connors, Economic Development Director

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

Prepared by Barry A. Lindahl, Esq., 300 Main Street Suite 330, Dubuque, IA 52001, (563) 589-4113
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. ____-26

APPROVING THE CONSENT TO THE ASSIGNMENT AND ASSUMPTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND OUTFLY DEVELOPMENT, LLC TO VERENA CT EXCHANGE, LLC

Whereas, the City of Dubuque and Outfly Development, LLC (Outfly) entered into a Development Agreement dated the 6th day of October, 2025 related to the purchase by Outfly of the property legally described as Lot 3 of Dubuque Industrial Center South Third Addition in the City of Dubuque, Iowa (Parcel A) and Lot 2 of Dubuque Industrial Center South Third Addition in the City of Dubuque, Iowa (Parcel B) (the Development Property); and

Whereas, Outfly now desires to assign the Development Agreement to Verena Ct Exchange, LLC to facilitate an IRS section 1031 tax deferred exchange with Verena Ct Exchange, LLC pursuant to the Assignment and Assumption of Development Agreement attached hereto; and

Whereas, Verena Ct Exchange, LLC will be the owner of the Development Property and will assume the role of Developer under the Development Agreement and will be affiliated with and controlled by the same individuals as Outfly Development, LLC; and

Whereas, after the required exchange period, ownership of Verena Ct Exchange, LLC will be transferred to Outfly Development, LLC which will then be the Developer; and

Whereas, Outfly Development, LLC, has requested that the City Council consent to the Assignment of the Development Agreement; and

Whereas, the City Council finds that it is in the bests interests of the City of Dubuque to consent to the Assignment; and

Whereas, pursuant to published notice, a public hearing was held on April 20, 2026, on the consent to the Assignment.

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

Section 1. The Consent to the Assignment and Assumption of Development Agreement is hereby approved.

Section 2. The Mayor is hereby authorized and directed t sign the Consent to the Assignment and Assumption of Development Agreement on behalf of the City of Dubuque.

Passed, approved and adopted this 20h day of April, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish L. Gleason, Assistant City Clerk

Drake Law Firm, P.C.
ATTORNEYS

D. Flint Drake*
fdrake@drakelawpc.com

300 Main Street, Suite323
Dubuque, IA 52001

Samuel M. DeGree
sdegree@drakelawpc.com

Both admitted in Iowa

Telephone: (563) 582-2000
Facsimile: (563) 583-5225

March 26, 2026

MEMORANDUM

TO: Barry Lindahl, Senior Counsel

RE: Assignment of Development Agreement - Outfly Development

FROM: Drake Law Firm, PC

Barry:

Attached to this Memorandum is an Assignment of Development Agreement executed by Outfly Development, LLC ("Outfly") and Verena Ct Exchange, LLC.

The City and Outfly entered into a Development Agreement dated the 6th day of October, 2025 related to the purchase by Outfly of the Property legally described as Lot 3 of Dubuque Industrial Center South Third Addition in the City of Dubuque, Iowa (Parcel A) and Lot 2 of Dubuque Industrial Center South Third Addition in the City of Dubuque, Iowa (Parcel B).

Outfly is selling other property to a third party purchaser and using funds from the sale to acquire the above City property and construct the Minimum Improvements required under the Development Agreement. In order to save substantial taxes related to the sell of the existing property, Outfly will use an IRS section 1031 tax deferred exchange. As part of that exchange, Outfly has created a new entity, Verena Ct Exchange, LLC. That new entity will use the funds from the sale of the existing land to acquire the real estate subject to the Development Agreement.

Verena Ct Exchange, LLC will be the owner of the real estate and will assume the role of Developer under the Development Agreement. Verena Ct Exchange, LLC will be affiliated with and controlled by the same individuals as

Outfly Development, LLC. Outfly Development, LLC will continue to manage the development of the project through this structure. Verena Ct Exchange, LLC will hold title to the property during the exchange period, after which ownership of Verena Ct Exchange, LLC will be transferred to Outfly Development, LLC upon completion of the exchange. This assignment is administrative in nature and does not alter the scope of the project, the obligations of the Developer, or the financial capacity supporting the project. The same principals will remain responsible for performance under the Development Agreement.

The attached Assignment accomplishes the assignment contemplated above, subject to the City's agreement and consent. On behalf of Outfly Development, LLC, we request that the City Council approve and consent to the Assignment of the Development Agreement and authorize the mayor to execute the Assignment on behalf of the City of Dubuque.

Please advise of any additional questions. Thank you.

ASSIGNMENT AND ASSUMPTION
OF DEVELOPMENT AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT effective as of_____2026 is entered into by and among Outfly Development, LLC, an Iowa limited liability company (Outfly), and Verena Ct Exchange, LLC, an Iowa limited liability company.

WITNESSETH:

WHEREAS, Outfly entered into that certain Development Agreement between the City of Dubuque, Iowa ("**Seller**") and Assignor, as Purchaser, dated as of October 6, 2025 __for the property legally descriped as follows:

Lot 3 of Dubuque Industrial Center South Third Addition in the City of Dubuque, Iowa (Parcel A)

Lot 2 of Dubuque Industrial Center South Third Addition in the City of Dubuque, Iowa (Parcel B)

(the Development Property); and

WHEREAS, Outfly as Assignor desires to assign its right, title, and interest in the Development Agreement to Verena Ct Exchange, LLC asAssignee; and

WHEREAS, Assignee desires to acquire Assignor's right, title, and interest in the Development Agreement.

NOW, THEREFORE, in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

Section 1. Assignment. Effective as of the date hereof, Assignor does hereby assign, transfer, and set over to Assignee, its successors and assigns, all of Assignor's right, title, and interest in the Development Agreement.

Section. 2. Assumption. Effective as of the date hereof, Assignee hereby accepts the foregoing assignment of Assignor's right, title, and interest in the Development Agreement.

Section 3. Indemnity and Hold Harmless. Assignor hereby agrees to indemnify, defend, and hold harmless Assignee, its members, officers, directors, employees, agents, and affiliates, from all loss, expense (including reasonable attorneys' fees), damage, and liability in the Development Agreement .

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above set forth.

ASSIGNOR:

Outfly Development, LLC,
an Iowa limited liability company

By: 
_____

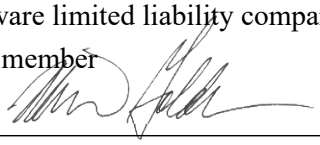
Name: Michael Fullan

Its: Managing Member

ASSIGNEE:

Verena Ct Exchange, LLC,
an Iowa limited liability company

By: CDECRE, LLC,
a Delaware limited liability company,
its sole member

By: 
_____

Its: Senior Vice President

CONSENT TO ASSIGNMENT AND

ASSUMPTION AGREEMENT

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

By:

EXHIBIT A

Lot 3 of Dubuque Industrial Center South Third Addition in the City of Dubuque, Iowa (Parcel A)

Lot 2 of Dubuque Industrial Center South Third Addition in the City of Dubuque, Iowa (Parcel B)

Copyrighted
April 20, 2026

City of Dubuque
City Council

PUBLIC HEARINGS # 9.

ITEM TITLE:	Grant of Easement - Holy Family Catholic Schools
SUMMARY:	Proof of Publication on notice of public hearing to consider approval of a Storm Water Detention Basin and Sports Field Easement across City-owned property in Veterans Memorial Park as part of a proposed Wahlert campus improvements project and City Manager recommending approval. RESOLUTION Disposing of City Interest by Grant of Storm Water Detention Basin and Sports Field Easement to Holy Family Catholic Schools, Dubuque, Iowa, Across Part of Lot 2 of the NE 1/4 of the SE 1/4 In Section 15, Township 89 North, Range 2 East and Part of Lot 1 of Mineral Lot 383, all in the City of Dubuque, Iowa RESOLUTION Granting a Storm Water Detention Basin and Sports Field Easement to Holy Family Catholic Schools, Dubuque, Iowa, Across Part of Lot 2 of the NE 1/4 of the SE 1/4 in Section 15, Township 89 North, Range 2 East and Part of Lot 1 of Mineral Lot 383, all in the City of Dubuque, Iowa
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Grant of Easement to Holy Family Catholic Schools, Dubuque, Iowa
2. Staff Memo
3. Resolution
4. Resolution
5. 4 intent to dispose resolution Grant of Easement to HFCS
6. 5 HFCS EASEMENT signed by HF
7. 6 CC AREA MAP Wahlert - MASS GRADING SHT C120

THE CITY OF DUBUQUE
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Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Grant of Easement to Holy Family Catholic Schools, Dubuque, Iowa

DATE: April 15, 2026

City Engineer Gus Psihoyos is recommending City Council approval of a Storm Water Detention Basin and Sports Field Easement across City owned property in Veterans Memorial Park as part of a proposed Wahlert campus improvements project.

Holy Catholic Family Schools (HFCS) is currently planning a large-scale campus improvement project affecting most of the Wahlert campus north of the existing school building complex. The improvements include site grading, new tennis courts, baseball fields, football field, track and field facilities, practice field, and storm water detention facilities. Due to space limitations and the existing storm water drainage patterns of the area, HCFS is requesting an easement over a portion of the western side of the Veteran's Memorial Park property for the proposed storm water detention basin and sports field encroachments. Portions of the private improvements are proposed to be located on City park property between the HFCS eastern property boundary and the park's frisbee golf course.

HFCS will be responsible for all maintenance associated with the private improvements on City property. City is reserving the right to install utilities in the easement area, as long as they do not interfere with the HFCS easement uses. The attached exhibits show the City owned property and the proposed easement to HFCS.

Parks and Recreation and Engineering department staff have reviewed the plan and determined that the proposed easement area is not needed for any current or future plans for the park. The proposed storm water detention facility will benefit the City park property in that the runoff will be controlled which will help reduce the erosion/washout issues that the west side of the park is currently experiencing.

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
Nate Kieffer, PLS, PE

THE CITY OF DUBUQUE
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TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

SUBJECT: Grant of Easement to Holy Family Catholic Schools, Dubuque, Iowa

DATE: April 8, 2026

INTRODUCTION

This is in response to a request from Holy Family Catholic Schools, Dubuque, Iowa (HFCS) for the granting of a Storm Water Detention Basin and Sports Field Easement across City owned property in Veterans Memorial Park as part of a proposed Wahlert campus improvements project.

DISCUSSION

HCFS is currently planning a large-scale campus improvement project affecting most of the Wahlert campus north of the existing school building complex. The improvements include site grading, new tennis courts, baseball fields, football field, track and field facilities, practice field, and storm water detention facilities. Due to space limitations and the existing storm water drainage patterns of the area, HCFS is requesting an easement over a portion of the western side of the Veteran's Memorial Park property for the proposed storm water detention basin and sports field encroachments (please see Area Map attached to this memo). Portions of the private improvements are proposed to be located on City park property between the HFCS eastern property boundary and the park's frisbee golf course.

HFCS will be responsible for all maintenance associated with the private improvements on City property. City is reserving the right to install utilities in the easement area, as long as they do not interfere with the HFCS easement uses. The attached exhibits show the City owned property and the proposed easement to HFCS.

Parks and Recreation and Engineering department staff have reviewed the plan and determined that the proposed easement area is not needed for any current or future plans for the park. The proposed storm water detention facility will benefit the City park property in that the runoff will be controlled which will help reduce the erosion/washout issues that the west side of the park is currently experiencing.

On April 6, 2026, the City Council approved Resolution No. 115-26 setting a public hearing for April 20, 2026 for consideration of this request.

RECOMMENDATION

I would recommend that the Grant of a Storm Water Detention Basin and Sports Field Easement to HFCS over the City owned property in Veterans Memorial Park be forwarded to City Council to be approved.

ACTION REQUESTED

The attached resolutions should be submitted to the City Council for consideration for the disposal of City interest and the granting of easement to Holy Family Catholic Schools, Dubuque, Iowa, for the proposed storm water detention basin and sports field encroachments on City property.

Prepared by Nate Kieffer, PLS, PE

cc: Bob Schiesl, Assistant City Engineer

Prepared by: Nate Kieffer, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270
Return to: Adrienne N. Breitfelder, City Clerk, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4100

RESOLUTION NO. -26

RESOLUTION DISPOSING OF CITY INTEREST BY GRANT OF STORM WATER DETENTION BASIN AND SPORTS FIELD EASEMENT TO HOLY FAMILY CATHOLIC SCHOOLS, DUBUQUE, IOWA, ACROSS PART OF LOT 2 OF THE NE 1/4 OF THE SE 1/4 IN SECTION 15, TOWNSHIP 89 NORTH, RANGE 2 EAST AND PART OF LOT 1 OF MINERAL LOT 383, ALL IN THE CITY OF DUBUQUE, IOWA

Whereas, Holy Family Catholic Schools, Dubuque, Iowa (HFCS) has requested a Grant of Storm Water Detention Basin and Sports Field Easement across PART OF LOT 2 OF THE NE1/4 OF THE SE1/4 IN SECTION 15, TOWNSHIP 89 NORTH, RANGE 2 EAST AND PART OF LOT 1 OF MINERAL LOT 383 ALL IN THE CITY OF DUBUQUE, IOWA, for a storm water detention basin and sports field; and

Whereas, Origin Design has prepared and submitted to the City Council an exhibit showing the easement area for the proposed storm water detention basin and sports field across PART OF LOT 2 OF THE NE1/4 OF THE SE1/4 IN SECTION 15, TOWNSHIP 89 NORTH, RANGE 2 EAST AND PART OF LOT 1 OF MINERAL LOT 383 ALL IN THE CITY OF DUBUQUE, IOWA; and

Whereas, pursuant to resolution and published notice of time and place of hearing, published in the Telegraph Herald, a newspaper of general circulation published in the City of Dubuque, Iowa on the 10th day of April, 2026, the City Council of the City of Dubuque, Iowa met on this 20th day of April, 2026, at 6:30 p.m. in the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa, to consider the proposal for the granting of easement across City owned property described as:

LOT 2 OF THE NE1/4 OF THE SE1/4 IN SECTION 15, TOWNSHIP 89 NORTH, RANGE 2 EAST AND LOT 1 OF MINERAL LOT 383 ALL IN THE CITY OF DUBUQUE, IOWA; and

Whereas, the City Council of the City of Dubuque, Iowa overruled any and all objections, oral or written to the proposed granting of easement.

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

Section 1. That the Grant of Storm Water Detention Basin and Sports Field Easement to Holy Family Catholic Schools, Dubuque, Iowa across PART OF LOT 2 OF THE NE1/4 OF THE SE1/4 IN SECTION 15, TOWNSHIP 89 NORTH, RANGE 2 EAST AND PART OF LOT 1 OF MINERAL LOT 383 ALL IN THE CITY OF DUBUQUE, IOWA, as shown on the attached Exhibit A, be and the same is hereby approved.

Section 2. That the Mayor be authorized and directed to execute the Grant of Storm Water Detention Basin and Sports Field Easement and the City Clerk be and is hereby authorized and directed to deliver said Grant of Easement to Holy Family Catholic Schools, Dubuque, Iowa.

Section 3. That the City Clerk be and is hereby authorized and directed to record a certified copy of this Grant of Storm Water Detention Basin and Sports Field Easement in the office of the Dubuque County Recorder.

Passed, approved and adopted this 20th day of April, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish L. Gleason, Assistant City Clerk

Prepared by: Nate Kieffer, City of Dubuque, 50 W 13th St. Dubuque, IA 52001 (563) 589-4270
Return to: Nate Kieffer, City of Dubuque, 50 W 13th St. Dubuque, IA 52001-(563) 589-4270

RESOLUTION NO. -26

RESOLUTION GRANTING A STORM WATER DETENTION BASIN AND SPORTS FIELD EASEMENT TO HOLY FAMILY CATHOLIC SCHOOLS, DUBUQUE, IOWA, ACROSS PART OF LOT 2 OF THE NE 1/4 OF THE SE 1/4 IN SECTION 15, TOWNSHIP 89 NORTH, RANGE 2 EAST AND PART OF LOT 1 OF MINERAL LOT 383, ALL IN THE CITY OF DUBUQUE, IOWA

Whereas, Holy Family Catholic Schools, Dubuque, Iowa (HFCS) has requested a Grant of Storm Water Detention Basin and Sports Field Easement across PART OF LOT 2 OF THE NE1/4 OF THE SE1/4 IN SECTION 15, TOWNSHIP 89 NORTH, RANGE 2 EAST AND PART OF LOT 1 OF MINERAL LOT 383 ALL IN THE CITY OF DUBUQUE, IOWA, for a storm water detention basin and sports field; and

Whereas, Origin Design has prepared and submitted to the City Council an exhibit showing the easement area for the proposed storm water detention basin and sports field across PART OF LOT 2 OF THE NE1/4 OF THE SE1/4 IN SECTION 15, TOWNSHIP 89 NORTH, RANGE 2 EAST AND PART OF LOT 1 OF MINERAL LOT 383 ALL IN THE CITY OF DUBUQUE, IOWA; and

Whereas, the City Council of the City of Dubuque, Iowa, has determined that the portion of PART OF LOT 2 OF THE NE1/4 OF THE SE1/4 IN SECTION 15, TOWNSHIP 89 NORTH, RANGE 2 EAST AND PART OF LOT 1 OF MINERAL LOT 383 ALL IN THE CITY OF DUBUQUE, IOWA can be utilized for the for a storm water detention basin and sports field, as shown on the Exhibit A, in the City of Dubuque, Iowa, and should be approved.

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

Section 1. That the Grant of Storm Water Detention Basin and Sports Field Easement to Holy Family Catholic Schools, Dubuque, Iowa be and the same is hereby approved.

Passed, approved and adopted this 20th day of April, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish L. Gleason, Assistant City Clerk

Prepared by Nate Kieffer, City of Dubuque Engineering, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4270
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4100

RESOLUTION NO.115-26

RESOLUTION OF INTENT TO DISPOSE OF CITY INTEREST BY GRANT OF STORM WATER DETENTION BASIN AND SPORTS FIELD EASEMENT TO HOLY FAMILY CATHOLIC SCHOOLS, DUBUQUE, IOWA, ACROSS PART OF LOT 2 OF THE NE 1/4 OF THE SE 1/4 IN SECTION 15, TOWNSHIP 89 NORTH, RANGE 2 EAST AND PART OF LOT 1 OF MINERAL LOT 383, ALL IN THE CITY OF DUBUQUE, IOWA

Whereas, Holy Family Catholic Schools, Dubuque, Iowa (HFCS) has requested a Grant of Storm Water Detention Basin and Sports Field Easement across PART OF LOT 2 OF THE NE1/4 OF THE SE1/4 IN SECTION 15, TOWNSHIP 89 NORTH, RANGE 2 EAST AND PART OF LOT 1 OF MINERAL LOT 383 ALL IN THE CITY OF DUBUQUE, IOWA, for a storm water detention basin and sports field; and

Whereas, Origin Design has prepared and submitted to the City Council an exhibit showing the easement area for the proposed storm water detention basin and sports field across PART OF LOT 2 OF THE NE1/4 OF THE SE1/4 IN SECTION 15, TOWNSHIP 89 NORTH, RANGE 2 EAST AND PART OF LOT 1 OF MINERAL LOT 383 ALL IN THE CITY OF DUBUQUE, IOWA.

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

Section 1. That the City of Dubuque intends to grant Storm Water Detention Basin and Sports Field Easement to HFCS across PART OF LOT 2 OF THE NE1/4 OF THE SE1/4 IN SECTION 15, TOWNSHIP 89 NORTH, RANGE 2 EAST AND PART OF LOT 1 OF MINERAL LOT 383 ALL IN THE CITY OF DUBUQUE, IOWA, as shown on the attached Exhibit A.

Section 2. That a public hearing on the intent to dispose of City interest by Grant of Storm Water Detention Basin and Sports Field Easement to HFCS PART OF LOT 2 OF THE NE1/4 OF THE SE1/4 IN SECTION 15, TOWNSHIP 89 NORTH, RANGE 2 EAST AND PART OF LOT 1 OF MINERAL LOT 383 ALL IN THE CITY OF DUBUQUE, IOWA, is hereby set for the 20th day of April 2026, at the Historic Federal Building (and/or by virtual means), 350 W. 6th Street, Dubuque, Iowa, beginning at 6:30 p.m., and the City Clerk be and is hereby authorized and directed to cause a notice of public hearing on the intent to dispose of said interest to be published in the manner as prescribed by law.

Passed, approved and adopted this 6th day of April 2026.

Brad M. Cavanagh, Mayor

Attest:

Adrienne Breitfelder

Adrienne N. Breitfelder, City Clerk

Prepared by: Nate Kieffer 50 W. 13th Street Dubuque Iowa 52001 (563-589-4270)
Return to: Nate Kieffer 50 W. 13th Street Dubuque Iowa 52001 (563-589-4270)

GRANT OF STORM WATER DETENTION BASIN AND SPORTS FIELD EASEMENT

For and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the City of Dubuque ("Grantor"), of Dubuque County, State of Iowa, does hereby grant, sell and convey to Holy Family Catholic Schools, Dubuque, Iowa ("Grantee"), its lessees, licensees, successors and assigns, from the date hereof, an easement through, under and across the following described real estate situated in Dubuque, Iowa, to wit:
PART OF LOT 2 OF THE NE1/4 OF THE SE1/4 IN SECTION 15, TOWNSHIP 89 NORTH, RANGE 2 EAST AND PART OF LOT 1 OF MINERAL LOT 383 ALL IN THE CITY OF DUBUQUE, IOWA

Said easement shall be as shown on the attached Easement Exhibit A, for the purpose of constructing and maintaining a storm water detention basin facility and sports practice field, and appurtenances, fencing and security, trees, landscaping, as shown in the approved Site Plan on file with the City Engineer (the Improvements), along with the right, privilege and authority to survey, inspect, construct, reconstruct, alter, maintain, repair, replace, patrol and remove said Improvements. Said easement shall also include the right to cut, trim or remove trees, bushes and roots as may be required incident to rights given herein. Along with the right to occupy the temporary easement area(s) as shown on the attached Easement Exhibit A until the completion of the project Improvements. The temporary easement shall expire after completion and inspection of the Improvements by City.

Grantee is solely responsible for the maintenance of the Improvements in the easement area and shall keep the area in an orderly fashion, including turf

maintenance and mowing. Grantee, its successors and assigns, agrees to pay for any damage caused to the land, fences, or other personal property of Grantor from the construction or maintenance of said Improvements. Notwithstanding the foregoing, Grantor shall be solely responsible for the maintenance of the any Improvements it constructs in the non-exclusive easement area. Grantor, its successors and assigns, agrees to pay for any damage caused to Grantee's Improvements from the construction or maintenance of any such additional improvements by Grantor in the easement area.

If either party fails to maintain their respective Improvements, as defined above, after written notice to the such party, the non-defaulting party may take such action as it deems necessary and submit any costs and expenses for such maintenance to the defaulting party, which party shall reimburse the non-defaulting party for such costs and expenses promptly upon receipt of a statement for such costs and expenses.

The City reserves unto itself the perpetual right for the purpose of erecting, installing, constructing, reconstructing, maintaining, owning, operating and repair of storm and sanitary sewers, watermain, gas, telephone, television, fiber optics cable, and electrical lines above or below said private Improvements as such utilities would not interfere with the existence and maintenance of the Improvements.

Indemnification. Grantee shall defend, indemnify and hold harmless Grantor, its officers, agents and employees from and against any claim and cost of any kind, including without limitation, attorneys' fees and consulting fees, arising out any surveying, inspection, construction, reconstruction, alteration, replacement, maintenance, repair, patrol or removal of said Improvements. This obligation shall survive the termination of this Grant of Easement. Grantor shall defend, indemnify and hold harmless Grantee, its officers and employees from and against any claim and cost of any kind, including without limitation, attorneys' fees and consulting fees, arising out Grantor's negligence in the performance of this Grant of Easement.

Insurance. Grantee shall provide insurance as set forth in the attached Insurance Schedule during surveying, inspection, construction, reconstruction, alteration replacement, maintenance, repair, patrol or removal of said Improvements.

Modification and Termination. This agreement may not be modified or terminated except by written agreement of the parties.

To have and to hold unto the said Grantee forever, and the undersigned does hereby expressly covenant that Grantor is the owner in fee of said real estate and has good right to execute this Grant of Embankment Easement.

Dated at Dubuque, Iowa this _____ day of _____, 2026.

[SIGNATURE PAGES TO FOLLOW]

CITY OF DUBUQUE

By: _____
Brad M. Cavanagh, Mayor

NOTARY PUBLIC

STATE OF IOWA,

COUNTY OF DUBUQUE, SS:

On this _____ day of _____, 2026 before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Brad M. Cavanagh, Mayor of the City of Dubuque, who executed the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed on behalf of the Grantor.

_____
Notary Public In and For Said State

ACCEPTANCE OF EASEMENT

Holy Family Catholic Schools, Dubuque, Iowa accepts the terms and conditions of the Grant of Easement.

Holy Family Catholic Schools, Dubuque, Iowa

By: _____
Phillip Bormann, Chief Administrator

NOTARY PUBLIC

STATE OF IOWA)
) SS.
COUNTY OF DUBUQUE)

On this 18th day of March, 2026, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Phillip Bormann, who executed the within and foregoing instrument and acknowledged that he/she executed the same as his/her voluntary act and deed on behalf of Holy Family Catholic Schools, Dubuque, Iowa.

_____
Notary Public In and For Said State

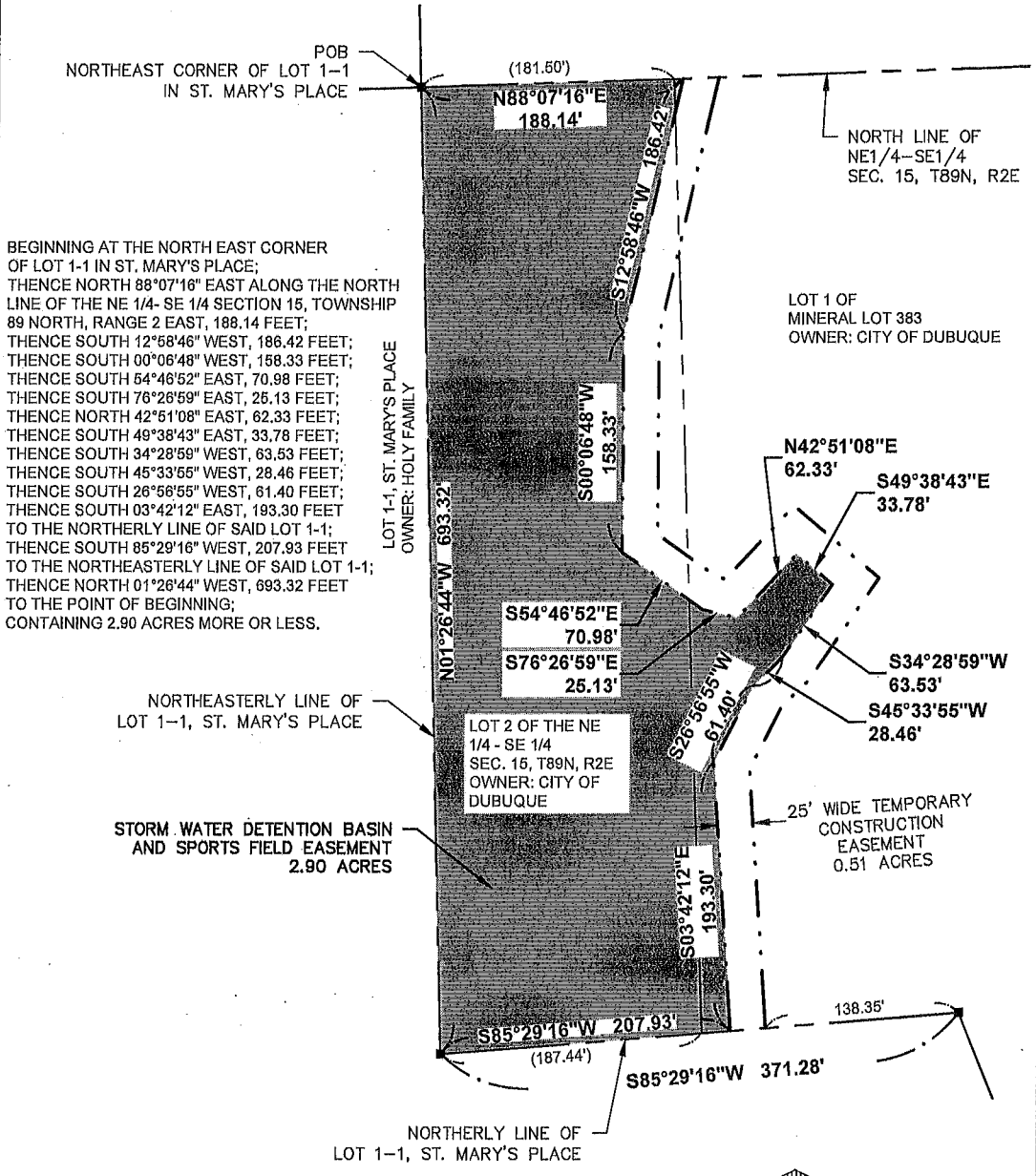
BRIAN J. KANE
Commission Number 125603
My Commission Expires
January 12, 2028

EXHIBIT A

PREPARED BY: ORIGIN DESIGN CO. 137 MAIN STREET, SUITE 100 DUBUQUE, IOWA (563) 556-2464

EASEMENT EXHIBIT A

STORM WATER DETENTION BASIN AND SPORTS FIELD EASEMENT ON PART OF LOT 2 OF THE NE1/4 OF THE SE1/4 IN SECTION 15, TOWNSHIP 89 NORTH, RANGE 2 EAST AND PART OF LOT 1 OF MINERAL LOT 383 ALL IN THE CITY OF DUBUQUE, IOWA



BEGINNING AT THE NORTH EAST CORNER OF LOT 1-1 IN ST. MARY'S PLACE; THENCE NORTH 88°07'16" EAST ALONG THE NORTH LINE OF THE NE 1/4- SE 1/4 SECTION 15, TOWNSHIP 89 NORTH, RANGE 2 EAST, 188.14 FEET; THENCE SOUTH 12°58'46" WEST, 186.42 FEET; THENCE SOUTH 00°06'48" WEST, 158.33 FEET; THENCE SOUTH 54°46'52" EAST, 70.98 FEET; THENCE SOUTH 76°26'59" EAST, 25.13 FEET; THENCE NORTH 42°51'08" EAST, 62.33 FEET; THENCE SOUTH 49°38'43" EAST, 33.78 FEET; THENCE SOUTH 34°28'59" WEST, 63.53 FEET; THENCE SOUTH 45°33'55" WEST, 28.46 FEET; THENCE SOUTH 26°56'55" WEST, 61.40 FEET; THENCE SOUTH 03°42'12" EAST, 193.30 FEET TO THE NORTHERLY LINE OF SAID LOT 1-1; THENCE SOUTH 85°29'16" WEST, 207.93 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 1-1; THENCE NORTH 01°26'44" WEST, 693.32 FEET TO THE POINT OF BEGINNING; CONTAINING 2.90 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

1. PROPRIETOR: CITY OF DUBUQUE.
2. SURVEY WAS COMPLETED FOR HOLY FAMILY
3. BEARINGS ARE REFERENCED TO IOWA STATE PLANE NORTH ZONE, NAD83(2011)
4. THIS SURVEY IS SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD AND NOT OF RECORD.
5. TOTAL AREA OF PERMANENT EASEMENT IS 2.90 ACRES +/-

NORTH

GRAPHIC SCALE

0 100 200

1" = 100'

DRAWING MAY HAVE BEEN REDUCED

LEGEND

———	EXISTING PROPERTY
— · — · —	PROPOSED EASEMENT
POB	POINT OF BEGINNING
( )	RECORDED AS
■	FOUND 5/8" REBAR UNLESS OTHERWISE NOTED

origin design®
800 556-4491 origindesign.com

DRAWN	SAF	PLAT NO.	EXHIBIT
CHECKED	GSB	PROJ. NO.	25060
DATE	2/05/26	SHEET	1 of 1

P:\25\060\DRAWINGS\SURVEY\25060 DETENTION EASE

INSURANCE SCHEDULE

CITY - INSURANCE SCHEDULE A

1. Lessee shall furnish a signed certificate of insurance to the City of Dubuque for the coverage required in Exhibit I prior to the lease, license, or permit commencement. All lessees of City property and right of way licensees or permittees shall submit an updated certificate annually. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Lease Agreement dated _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to: City of Dubuque, Finance Department, 50 W. 13th Street, Dubuque, Iowa, 52001.

4. The lessee, licensee, or permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.

5. Failure to obtain or maintain the required insurance shall be considered a material breach of the lease, license, or permit.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Chief Financial Officer. The lessee, licensee, or permittee must identify and list in writing all deviations and exclusions from the ISO form.

8. If 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 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 of Dubuque may request a copy of such certificates from the lessee, licensee, or permittee.

10. Lessee, license, and permittees shall be responsible for deductibles and 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 the agent's name, phone number, and email address.

12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

INSURANCE SCHEDULE A (continued)

EXHIBIT I

A. COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	$2,000,000
Products-Completed Operations Aggregate Limit	$1,000,000
Personal and Advertising Injury Limit	$1,000,000
Each Occurrence	$1,000,000
Fire Damage Limit (any one occurrence)	$ 50,000
Medical Payments	$ 5,000

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners from BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 0002, 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 noncontributory.
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, 50th W. 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.

INSURANCE SCHEDULE A

(continued)

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the lessee, licensee, or permittee is not required to purchase Workers' Compensation Insurance, the lessee, licensee, or permittee shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

C. AUTOMOBILE LIABILITY

Coverage Required: _____ Yes _____ No

Combined Single Limit	$1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If permittees do not own any vehicles, coverage is required on non-owned and hired vehicles.

1) Policy shall include Waiver of Right to Recover from Others Endorsement.

D. POLLUTION LIABILITY

Coverage Required: _____ Yes _____ No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for 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 from GC 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.

INSURANCE SCHEDULE A

(continued)

E. PROPERTY INSURANCE REQUIRED BY LEASE, LICENSE, OR PERMIT

_____ Yes _____ No

Amount $_____

Include the City of Dubuque as Lendor Loss Payable.

F. RIGHT-OF-WAY WORK ONLY:

UMBRELLA/EXCESS $1,000,000

_____ Yes _____ No

The General Liability, Automobile Liability, and Employers 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 Waiver of Subrogation AND Primary and Non-contributory in favor of the City.

G. FLOOD INSURANCE:

_____ Yes _____ No

If Required Coverage: $ _____

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa, as an additional insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense 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. 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.

5. No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

Certificate of Coverage

Date: 2/6/2026

Certificate Holder
Archdiocese of Dubuque and All Other Corporations
of which the Archbishop is President
Chancery Office
1229 Mt. Loretta Ave.
Dubuque, IA 52003

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location
Holy Family Catholic Schools
2005 Kane Street
Dubuque, IA 52001

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate 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 coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability				Each Occurrence	1,000,000
					General Aggregate	2,000,000
	[x] Occurrence	8525	7/1/2025	7/1/2026	Products-Comp/OP Agg	1,000,000
	[ ] Claims Made				Personal & Adv Injury	1,000,000
					Fire Damage (Any one fire)	50,000
					Med Exp (Any one person)	
	Excess Liability				Each Occurrence	
					Annual Aggregrate	
	Other				Each Occurrence	
					Claims Made	
					Aggregate	
					Annual Aggregrate	
					Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items **(the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)**

Coverage only extends to City of Dubuque including all its elected & appointed officials, all its employees & volunteers, all its boards, commissions and/or authorities & their board members, employees & volunteers for claims arising out of Holy Family Catholic Schools grant agreement for storm water detention basin and sports field easement. Coverage is primary and non-contributory. Holder of Certificate is included as additional protected, but only with respect to liability arising from negligence of Holy Family Catholic Schools. Any cancellation or material change will be conveyed to the City of Dubuque within 30 days of event.

Holder of Certificate

Additional Protected Person(s)

City of Dubuque
50 W. 13th Street
Dubuque, IA 52001

0079004596

Cancellation

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 **days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.**

Authorized Representative Paul A. Peterson

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement 1/1/1900 Charge Credit

Cancellation Date of Endorsement 1/1/1900

Certificate Holder Archdiocese of Dubuque and All Other Corporations of which the Archbishop is President Chancery Office 1229 Mt. Loretta Ave. Dubuque, IA 52003

Location Holy Family Catholic Schools 2005 Kane Street Dubuque, IA 52001

Certificate No. 8525 of The Catholic Mutual Relief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an ***Additional Protected Person(s)*** the organization(s) shown in the schedule below.

Schedule - ADDITIONAL PROTECTED PERSON(S)

City of Dubuque
50 W. 13th Street
Dubuque, IA 52001

Remarks:
Coverage only extends to City of Dubuque including all its elected & appointed officials, all its employees & volunteers, all its boards, commissions and/or authorities & their board members, employees & volunteers for claims arising out of Holy Family Catholic Schools grant agreement for storm water detention basin and sports field easement. Coverage is primary and non-contributory. Holder of Certificate is included as additional protected, but only with respect to liability arising from negligence of Holy Family Catholic Schools. Any cancellation or material change will be conveyed to the City of Dubuque within 30 days of event.

However, the following limitations apply to coverage:

1. The maximum limits of coverage provided by Catholic Mutual Relief Society of America to the ***Additional Protected Person(s)*** named in this endorsement shall not exceed the coverage dollar amount specifically required by contract or agreement and agreed to by the ***Protected Person(s)***. In the absence of specific coverage limits within a referenced contract or agreement, the limits of liability afforded to the ***Additional Protected Person(s)*** must be listed on a separate Certificate of Coverage form attached to this endorsement. All limits of liability extended by this endorsement are inclusive of both Section II Coverage D and Section VII coverages (if applicable).
2. Unless specifically agreed to by contract or agreement, the coverage extended to the ***Additional Protected Person(s)*** by this endorsement is excess and non-contributory over any other available coverage or insurance.
3. This endorsement does not apply to any ***Occurrence*** outside the specific date(s) of a facility use agreement or terms of a lease.
4. This endorsement does not extend coverage to the ***Additional Protected Person(s)*** for ***Occurrences*** which cannot be attributed to primary acts or omissions of the ***Protected Person(s)***.
5. Provided that a premises is utilized by the ***Protected Person(s)*** in a manner consistent with its intended purpose and in accordance with the applicable contract, agreement, or lease, this endorsement does not extend coverage to the ***Additional Protected Person(s)*** for premises defects or other ***Occurrences*** which could not be discovered by the ***Protected Person(s)*** with reasonable diligence.
6. The limited coverage afforded to the ***Additional Protected Person(s)*** by this endorsement only applies to the extent permissible by law and shall not apply to non-delegable duties unless specifically agreed to by contract or agreement.

This extension of coverage shall not enlarge the scope of coverage provided to the ***Certificate Holder*** under this Certificate nor increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the ***Additional Protected Person(s)*** will not precede the effective date of this endorsement or extend beyond the cancellation date.

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement 1/1/1900 Charge _____ Credit _____
Cancellation Date of Endorsement 1/1/1900
Certificate Holder Archdiocese of Dubuque and All Other Corporations of which the Archbishop is President
Location Holy Family Catholic Schools 2005 Kane Street Dubuque, IA 52001
Certificate No. 8525 of The Catholic Mutual Relief Society of America is amended as follows:

PRIMARY AND NONCONTRIBUTORY
OTHER INSURANCE or COVERAGE CONDITION

This endorsement modifies coverage provided under the following:

PKS-100 SECTION II - LIABILITY CONDITIONS

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

Primary and Noncontributory Insurance or Coverage
This protection is primary to and will not seek contribution from any other insurance or coverage available to an ***Additional Protected Person(s)*** under your certificate provided that:

(1) The ***Additional Protected Person(s)*** is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this protection would be primary and would not seek contribution from any other insurance available to the ***Additional Protected Person(s)***.

Paul A. Peterson
Authorized Representative

PKS-207 (12-20)

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AREA MAP - GRANT OF EASEMENT TO HOLY FAMILY CATHOLIC SCHOOLS

DUBUQUE, IA
52001

Revisions	
Rev	Description
	Date
Project Number 25060	Issued For Bidding
Project Manager MBF	Issued For Construction

PROPOSED CONDITIONS

C1.20

Sheet Title

HORIZONTAL SCALE IN FEET
0 30 60
DRAWING MAY HAVE BEEN REDUCED

PROPOSED SPORTS FIELD IMPROVEMENTS

PROPOSED STORM WATER DETENTION BASIN & SPORTS FIELD EASEMENT TO HOLY FAMILY CATHOLIC SCHOOLS

CITY OF DUBUQUE PROPERTY - VETERANS MEMORIAL PARK

PROPOSED STORM WATER DETENTION BASIN IMPROVEMENTS

MIRACLE LEAGUE DRIVE

KANE STREET

TINA RIDGE

MARYVILLE DRIVE.

Copyrighted
April 20, 2026

City of Dubuque
City Council

PUBLIC HEARINGS # 10.

ITEM TITLE:	2026 Pavement Marking Project
SUMMARY:	Proof of Publication on notice of public hearing to consider approval of the plans, specifications, form of contract and estimated cost amount of $214,000 for the 2026 Pavement Marking Project through the adoption of the attached resolution and City Manager recommending approval RESOLUTION 2026 Pavement Marking Project - Approval of Plans, Specifications, Form of Contract, and Estimated Cost
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo 2026 Pavement Marking Project Public Hearing
2. 2026 Pavement Marking Project - PH Staff MEMO
3. 2026 Pavement Marking Project - Council PH RESOLUTION

THE CITY OF DUBUQUE
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Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2026 Pavement Marking
Project Public Hearing
Project No. 5521000013

DATE: April 14, 2026

Assistant City Engineer Robert Schiesl is recommending City Council approve the plans, specifications, form of contract and estimated cost amount of $214,000 for the 2026 Pavement Marking Project through the adoption of the attached resolution.

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

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TO: Michael C. Van Milligen, City Manager

FROM: Robert Schiesl, Assistant City Engineer

DATE: April 13, 2026

RE: 2026 Pavement Marking Project
Public Hearing
Project No. 5521000013

INTRODUCTION

This memorandum requests the City Council conduct a public hearing for the 2026 Pavement Marking Project.

BACKGROUND

The pavement marking program is vital to our transportation system as it provides safety to drivers and pedestrians on the public road system. Well-defined crosswalk stripping for example provides areas where pedestrians can traverse a roadway safely.

The City contracts for a city-wide pavement marking project to furnish, install, maintain, and remove permanent pavement markings to include lines, symbols and legends on City streets as directed by the Engineering Department.

DISCUSSION

The Pavement Marking Project is completed annually due to a more rapid deterioration on higher volume, high vehicular movement roadways. Pavement markings are applied using waterborne paint with a service life of approximately two (2) years.

As part of a cooperative Maintenance Agreement with the Iowa Department of Transportation (Iowa DOT), the City will include portions of Iowa DOT jurisdictional pavement markings with the City's annual pavement marking program. The Maintenance Agreement includes all symbols and legends and a portion of center lines on Iowa DOT routes within the City. The Iowa DOT will reimburse the City for their share of project costs after the project is completed and accepted.

Additionally, as a part of the Central Ave. and White St. Design Phase 1: Pavement Marking Restriping project along the one-way pair from 4th St to 22nd St., the lines and symbols along the corridor have been removed from the 2026 Pavement Marking Project. These lines and symbols will be physically removed and replaced with new lane lines, symbols and additional markings in a separate pavement marking project later this calendar year using this same funding source.

PROJECT SCHEDULE

The schedule for the project will be as follows:

Initiate Bidding	April 6, 2026
Publish Notice to Bidders, Advertisement for Bids	April 10, 2026
Publish Notice of Hearing on Plans & Specifications	April 10, 2026
Public Hearing	April 20, 2026
Receipt of Bids	April 23, 2026
Award of Contract	May 4, 2026
Completion Date	November 18, 2026

RECOMMENDATION

I recommend the City Council conduct a public hearing and approve the plans, specifications, form of contract and construction estimate for the 2026 Pavement Marking Project.

BUDGET IMPACT

The estimate of probable cost for the 2026 Pavement Marking Project is summarized in the following table:

Description	Cost Estimate
Construction - City Pavement Markings	$ 190,000
Construction - Iowa DOT Pavement Markings	24,000
Engineering Design and Administration	5,000
Total Construction Cost Estimate	**$ 219,000**

The proposed project funding is summarized as follows:

Project Code	Fund Description	Fund Amount
5521000013	Pavement Markings (FY26)	$ 36,715
	Pavement Markings (FY27)	185,285
	Iowa DOT Funding	24,000
Total Project Funding		**$ 219,000**

REQUESTED ACTION

I respectfully request the City Council approve the plans, specifications, form of contract and estimated cost for the 2026 Pavement Marking Project through the adoption of the attached resolution.

Prepared by: Kerry Bradley, Eng Admin
cc: Gus Psihoyos, City Engineer
Jenny Larson, Chief Financial Officer
Troy Kress, Engineering Tech.

Prepared by Robert Schiesl City of Dubuque Engineering, 50 W. 13th St. Dubuque, IA 52001 (563)589-4270
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. _____ -26

2026 PAVEMENT MARKING PROJECT

APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST

WHEREAS, the 2026 Pavement Marking Project will include providing all labor, equipment, and materials to furnish, install, maintain, and remove permanent pavement markings to include lines, symbols and legends on City streets and a portion of center lines on Iowa DOT highway routes within the City; and

WHEREAS, the City Council, by Resolution No. 117-26, dated the 6th day of April, 2026, gave preliminarily approved the plans, specifications, form of contract, and estimated cost for the 2026 Pavement Marking Project; and

WHEREAS, pursuant to published notice and published advertisement for bids, a public hearing was held on 20th day of April, 2026 on the plans, specifications, form of contract, and estimated cost for the 2026 Pavement Marking Project.

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

Section 1. That the attached plans, specifications, form of contract and estimate of total cost for the 2026 Pavement Marking Project in the estimated construction amount of $219,000, are hereby approved.

Passed, approved and adopted this 20th day of April 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish L. Gleason, Assistant City Clerk

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April 20, 2026

City of Dubuque
City Council

PUBLIC HEARINGS # 11.

ITEM TITLE:	2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project Bid Package 4
SUMMARY:	Proof of Publication on notice of public hearing to consider approval of the plans, specifications, form of contract and estimated cost of $257,000.00 for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 4 through adoption of the attached resolution and City Manager recommending approval. RESOLUTION 2026 Public Works Asphalt Overlay Program - Sidewalk Curb Ramp Project - Bid Package 4 - Approval of Plans, Specifications, Form of Contract, and Estimated Cost
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo 2026 Public Works Asphalt Overlay Program Public Hearing
2. 2026 PW Overlay Curb Ramp Bid Package 4 - Council Public Hearing Staff MEMO
3. 2026 PW Overlay Curb Ramp Bid Package 4 - PH Approve Plans Specs Contract Cost RESOLUTION

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: 2026 Public Works Asphalt Overlay Program
Sidewalk Curb Ramp Project - Bid Package 4
Public Hearing
Project No. 5421000002

DATE: April 13, 2026

Assistant City Engineer Robert Schiesl is recommending City Council approve the plans, specifications, form of contract and estimated cost of $257,000.00 for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 4 through adoption of the attached resolution.

The 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 4 will provide for the replacement of 38 access curb ramps, adjacent street pavement work, curb and gutter replacement, sidewalks, 2 storm sewer intakes and landscape restoration work. This project is in coordination with the Public Works Asphalt Overlay program at the following locations:

- Stafford Street from E. 22nd Street to Garfield Avenue - 8 Ramps
- Humboldt Street from High Bluff Street to Garfield Avenue - 5 Ramps
- Schiller Street and Garfield Avenue Intersection - 2 Ramps
- Farley Street and High Bluff Street Intersection - 4 Ramps
- Fengler Street from High Bluff Street to Garfield Avenue - 3 Ramps
- Ann Street and Garfield Avenue Intersection - 4 Ramps
- Dock Street from Rhomberg Avenue to Garfield Avenue - 5 Ramps
- Marshall Street and Garfield Avenue Intersection - 3 Ramps
- Decatur Street from Prescott Street to Garfield Avenue - 4 Ramps

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Robert Schiesl, Assistant City Engineer
Jenny Larson, Chief Financial Officer
Arielle Swift, Public Works Director
Nathan Steffen, Civil Engineer
Brian Wulfekuhle, Public Works

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TO: Michael C. Van Milligen, City Manager

FROM: Robert Schiesl, Assistant City Engineer

SUBJECT: 2026 Public Works Asphalt Overlay Program
Sidewalk Curb Ramp Project - Bid Package 4
Public Hearing
Project No. 5421000002

DATE: April 13, 2026

INTRODUCTION

This memorandum requests the City Council conduct a public hearing for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 4.

BACKGROUND

Since 1990, the City of Dubuque has installed pedestrian access ramps around the City of Dubuque to conform with the American with Disabilities Act (ADA). The pedestrian access ramps allow people with mobility challenges to access the City's sidewalk system. The design standards for these ramps have evolved over time as more ramps have been installed and standards have changed.

Since 2011, The City of Dubuque follows the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG) standard. These are the most current standards to use for facilities in public right-of-way and addressed issues brought up since the original ADA standards were developed. Both the Iowa Department of Transportation (Iowa DOT) and the Federal Highway Administration (FHWA) adopted PROWAG and require all cities that receive federal or state funding to follow these standards.

DISCUSSION

The 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 4 will provide for the replacement of 38 access curb ramps, adjacent street pavement work, curb and gutter replacement, sidewalks, 2 storm sewer intakes and landscape restoration work. This project is in coordination with the Public Works Asphalt Overlay program at the following locations:

- Stafford Street from E. 22nd Street to Garfield Avenue - 8 Ramps
- Humboldt Street from High Bluff Street to Garfield Avenue - 5 Ramps
- Schiller Street and Garfield Avenue Intersection - 2 Ramps
- Farley Street and High Bluff Street Intersection - 4 Ramps
- Fengler Street from High Bluff Street to Garfield Avenue - 3 Ramps
- Ann Street and Garfield Avenue Intersection - 4 Ramps
- Dock Street from Rhomberg Avenue to Garfield Avenue - 5 Ramps
- Marshall Street and Garfield Avenue Intersection - 3 Ramps

- Decatur Street from Prescott Street to Garfield Avenue - 4 Ramps

PROJECT SCHEDULE

The project development schedule for the project will be as follows:

Initiate Public Bidding Process	April 6, 2026
Publish Notice to Bidders, Advertise for Bids	April 10, 2026
Notice of Public Hearing on Plans and Specs	April 10, 2026
Public Hearing on Plans and Specs	April 20, 2026
Receipt of Bid Proposals	April 23, 2026
Award Construction Contract	May 4, 2026
Completion Date	August 21, 2026

RECOMMENDATION

I recommend the City Council conduct a public hearing and approve the plans, specifications, form of contract and construction estimate for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 4.

BUDGET IMPACT

The estimate of probable cost for the 2026 Public Works Asphalt Overlay Program Sidewalk Curb Ramp Project - Bid Package 4 is summarized in the following table:

PROJECT COSTS	ESTIMATE
Construction Contract	$ 257,000.00
Contingency	25,700.00
Engineering Design and Administration	22,000.00
Total Project Cost	**$ 304,700.00**

The proposed funding for the project is summarized in the following table:

Project Number	Fund Description	Fund Amount
5421000002	PW Curb Ramp Program	$ 304,700.00
Total Construction Project Funding		**$ 304,700.00**

ACTION TO BE TAKEN

I respectfully request the City Council conduct a public hearing and approve the plans, specifications, form of contract and estimated cost for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 4 through adoption of the attached resolution.

Prepared by Robert Schiesl, Assistant City Engineer

cc: Gus Psihoyos, City Engineer
Arielle Swift, Public Works Director
Brian Wulfekuhle, Public Works
Jenny Larson, Chief Financial Officer
Nathan Steffen, Civil Engineer

Prepared by Robert Schiesl City of Dubuque Engineering, 50 W. 13th St. Dubuque, IA 52001 (563)589-4270
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. _____ -26

2026 PUBLIC WORKS ASPHALT OVERLAY PROGRAM
SIDEWALK CURB RAMP PROJECT - BID PACKAGE 4

APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST

WHEREAS, the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 4 will provide for the replacement of 38 access curb ramps, adjacent street pavement work, curb and gutter replacement, sidewalks, 2 storm sewer intakes and landscape restoration work. This project is in coordination with the Public Works Asphalt Overlay program; and

WHEREAS, the City Council, by Resolution No. 112-26, dated the 6th day of April, 2026, gave preliminarily approved the plans, specifications, form of contract, and estimated cost for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 4; and

WHEREAS, pursuant to published notice and published advertisement for bids, a public hearing was held on 20th day of April, 2026 on the plans, specifications, form of contract, and estimated cost for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 4.

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

Section 1. That the attached plans, specifications, form of contract and estimate of total cost for the 2026 Public Works Asphalt Overlay Program, Sidewalk Curb Ramp Project - Bid Package 4 in the estimated construction amount of $257,000, are hereby approved.

Passed, approved and adopted this 20th day of April 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish L. Gleason, Assistant City Clerk

Copyrighted
April 20, 2026

City of Dubuque
City Council

PUBLIC HEARINGS # 12.

ITEM TITLE:	Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District Urban Renewal Plan Version 2026.1
SUMMARY:	Proof of Publication on notice of public hearing to consider adoption for the Amended and Restated Urban Renewal Plan, Version 2026.1 for Dubuque Industrial Center Economic Development District and City Manager recommending approval RESOLUTION Approving the Amended and Restated Urban Renewal Plan, Version 2026.1, for the Dubuque Industrial Center Economic Development District
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Amended RURP DICE
2. Staff Memo
3. Dubuque Industrial Center Economic Development District Urban Renewal Plan Version 2026.1
4. Consultation Minutes
5. Resolution

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Resolution of Adoption for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2026.1

DATE: April 15, 2026

Economic Development Director Jill Connors is recommending City Council adopt the attached Resolution of Adoption for the Amended and Restated Urban Renewal Plan, Version 2026.1 for Dubuque Industrial Center Economic Development District.

The proposed Amended and Restated Urban Renewal Plan for the District would expand the District to include property to be designated as a new Subarea Y. The expansion of the District to include Subarea Y, which exists within the Dubuque Industrial Center West Industrial Park on Chavenelle Road, would allow for future development of currently undeveloped land.

City staff have been approached by a private developer regarding a potential industrial project on this property. Adding the property to the Urban Renewal Area would make financial incentives available if a development agreement is ultimately reached.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director

Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
http://www.cityofdubuque.org

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Resolution of Adoption for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2026.1

DATE: April 10, 2026

INTRODUCTION

This memorandum presents for City Council consideration a Resolution of Adoption for the Amended and Restated Urban Renewal Plan, Version 2026.1 for the Dubuque Industrial Center Economic Development District ("District").

The proposed Amended and Restated Urban Renewal Plan ("Urban Renewal Plan") for the District would expand the District to include property to be designated as a new Subarea Y, as. The expansion of the District to include Subarea Y would allow for future development of currently undeveloped land.

BACKGROUND

The original Dubuque Industrial Center Economic Development District was created on May 2, 1988. The District is an urban renewal area which allows the City of Dubuque to capture tax increment revenue from improvements made in the District in order to promote economic development activities. The original area included the Dubuque Industrial Center (known as Subarea A) and has been expanded several times over the years to include Dubuque Industrial Center West, the County Farm, the Bergfeld Farm, the North Siegert Farm, the Rail Site, the South Siegert Farm, the Graf Farm, McFadden Farms, small adjacent parcels, and several County-owned parcels (known as Subareas B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W and X).

DISCUSSION

This proposed expansion and amendment of the Dubuque Industrial Center Economic Development District would result in the addition of property, to be designated as a new Subarea Y. The expansion of the District is necessary to encourage future development of the land in Subarea Y. The proposed Subarea Y consists of one parcel of land, which is currently undeveloped.

The proposed Subarea Y exists within the Dubuque Industrial Center West Industrial Park on Chavenelle Road. However, the privately-owned land has never been included in the Dubuque Industrial Center Urban Renewal Area. Including Subarea Y in the Urban Renewal Area will allow for and encourage future development of the land. City staff have been approached by a private developer regarding a potential industrial project on this property. Adding the property to the Urban Renewal Area would make financial incentives available if a development agreement is ultimately reached.

A consultation process was conducted with the affected taxing entities as required by Chapter 403.5 of the Iowa Code. Prior to the meeting, the affected taxing bodies were mailed copies of the Amended and Restated Urban Renewal Plan and the Notice of Public Hearing. The required consultation to discuss, question, or object to the findings in these documents was held Tuesday, March 24, 2026. No written objections or recommended changes to the Amended and Restated Plan were received.

On April 10, 2026, the notice of public hearing was published to allow for the appropriate publication requirements for the proposed Amended and Restated Urban Renewal Plan, Version 2026.1

The City of Dubuque has had tremendous success with its economic development approach, receiving multiple national recognitions for job creation. This is in no small part due to the City's decision in the mid 1990's to acquire and develop over 900 acres of property to provide a 20-year supply of industrial park land. This proposed modification of the District would further the City's goals for economic development.

RECOMMENDATION / ACTION STEP

I recommend, following the public hearing, the City Council adopt the attached Resolution of Adoption for the Amended and Restated Urban Renewal Plan, Version 2026.1 for Dubuque Industrial Center Economic Development District.

Prepared by: Joe Link, City of Dubuque, 1300 Main Street, Dubuque, IA 52001 (563) 690-6014
Return to: Adrienne N Breitfelder, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4121

AMENDED and RESTATED

URBAN RENEWAL PLAN

Dubuque Industrial Center Economic Development District

City of Dubuque, Iowa

This Amended and Restated Urban Renewal Plan provides for the continued development of the Dubuque Industrial Center Economic Development District, originally established by Resolution 130-88 of the City Council of the City of Dubuque, Iowa on May 2, 1988 and thereafter amended and restated by Resolution 484-90 on December 17, 1990, Resolution 142-97 on April 7, 1997, Resolution 478-97 on November 17, 1997, Resolution 15-08 on January 7, 2008, Resolution 101-08 on March 17, 2008, Resolution 109-08 on April 7, 2008, Resolution 87-11 on March 7, 2011, Resolution 171-13 on June 3, 2013, Resolution 197-15 on June 1, 2015, Resolution 309-15 on September 8, 2015, Resolution 332-16 on September 19, 2016, Resolution 157-18 on May 21, 2018, Resolution 158-18 on May 21, 2018, Resolution 380-18 on December 17, 2018, Resolution 387-19 on November 4, 2019, Resolution 125-21 on April 19, 2021, Resolution 125-21 on April 19, 2021, Resolution 323-21 on September 20, 2021, Resolution 324-21 on September 20, 2021, by Resolution 387-21 on November 1, 2021, by Resolution 197-22 on May 16, 2022, by Resolution 289-22 on September 6, 2022, by Resolution 290-22 on September 6, 2022, by Resolution 290-22A on November 7, 2022, by Resolution 73-23 on March 20, 2023, by Resolution 74-23 on March 20, 2023, by Resolution 180-23 on June 5, 2023, by Resolution

39-24 on February 19, 2024, by Resolution 40-24 on February 19, 2024, by Resolution 103-25 on March 17, 2025, by Resolution 104-25 on March 17, 2025, by Resolution 290-25 on September 2, 2025, and by Resolution ____-26 on April 20, 2026.

Prepared by the Economic Development Department.

Version 2026.1

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AMENDED and RESTATED

DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT

URBAN RENEWAL PLAN

City of Dubuque, Iowa

A. INTRODUCTION

This AMENDED and RESTATED URBAN RENEWAL PLAN (the "Plan") has been prepared to provide for the further development and redevelopment of the DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT (the "District") first established by the City of Dubuque on May 2, 1988. Its intent is to stimulate economic development activities within the expanded District through the commitment of public actions as specified herein.

To achieve this objective, the City of Dubuque shall undertake the urban renewal actions specified in this Plan, pursuant to the powers granted to it under Chapter 403 of the Iowa Code, Urban Renewal Law.

This Plan shall serve as a new urban renewal plan for the District described herein. The Plan shall be viewed as a single plan for purposes of fulfilling the objectives of this Plan. The separate subareas of this Plan (the "Subarea(s)") will be maintained and observed for those purposes which are aided by or in need of the division, but the combined area comprising the District shall be treated together for planning and redevelopment purposes.

The division of taxation authorized by Section 403.19 and the separation of incremental taxes as defined in Section 403.19(2) have been implemented in the existing area of the District (the different areas of the District are hereinafter referred to as Subareas). Under the terms of this Plan, the tax increment mechanism shall continue in the existing Subareas and shall be implemented within a new Subarea being added to the District. Incremental taxes shall continue to be determined separately with respect to each of the Subareas comprising the District, and when collected shall be applied, subject to such liens and priorities as may exist or be from time to time provided, with respect to the Amended and Restated Dubuque Industrial Center Economic Development District, as so amended.

B. OBJECTIVES

The primary objectives of the Plan are the development and redevelopment of the District for economic development activities, primarily industrial park development, through:

1. Provision of marketable industrial development sites for the purpose of job-creating economic development activities;

2. Provision of public infrastructure improvements, including sanitary sewer, water and stormwater detention, supportive of full development of the District;

3. Provision of a safe, efficient and attractive circulation system;

4. Establishment of design standards which will assure cohesive and compatible development and redevelopment of the District;

5. Provision of public amenities that provide an aesthetically appealing environment, including open space, buffering, landscaping, water features, signage and lighting to create a distinctive and attractive setting;

6. Creation of financial incentives necessary to encourage new and existing businesses to invest in the District; and

7. Expansion of the property tax base of the District.

C. DISTRICT BOUNDARIES

The District is located entirely within the County of Dubuque, State of Iowa. Most of the District, including all of Subareas A, B, C (as amended), D, E, G, H, K, L, M, N, O, P, Q, R, S, T, U, V, W, and X currently is within the corporate limits of the City of Dubuque. In accordance with Iowa Code Section 403.17(4), Dubuque County consented to the inclusion of Subarea F in the District in a Joint Agreement between the City and County, dated April 20, 2015. The City expects that Subarea F ultimately will become part of the City of Dubuque. In accordance with Iowa Code Section 403.17(4), Dubuque County consented to the inclusion of Subareas I and J in the District in a Joint Agreement between the City and County, dated August 8, 2016.

This Plan creates a new subarea within the District, Subarea Y, by adding property to the District (see Attachment D).

The City of Dubuque believes that the objectives of the Plan can best be accomplished by defining the real property included within the District as twenty-five separate areas so as to distinguish the original District (Subarea A) from the subsequent expansion areas (Subareas B (as amended), C (as amended), D, E (as amended), F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, and Y).

The descriptions of the boundaries of each Subarea are attached to this Plan as ATTACHMENT D, District Boundary Description by Subarea.

The boundaries of the District are delineated on the Subarea Map, attached to this Plan

as ATTACHMENTS A-1 and A-2).

The City of Dubuque reserves the right to further modify the boundaries of the District at some future date. Any amendments to the Plan will be completed in accordance with Chapter 403 of the Iowa Code, Urban Renewal Law.

D. PUBLIC PURPOSE ACTIVITIES

To meet the OBJECTIVES of this Plan, the City of Dubuque has and expects to continue to initiate and support development and redevelopment of the District through, among other things, the following PUBLIC PURPOSE ACTIVITIES:

1. Acquisition of property for public improvements and private development;

    a.) These activities include, but are not limited to, previously approved consultant work that will examine and identify future areas for acquisition and industrial park development.
    b.) These activities also include the acquisition of property that is included in the previously approved Subareas of this Plan.
    c.) These activities also include the acquisition of property that is included in Subarea T.

2. Demolition and removal of buildings and improvements not compatible with or necessary for industrial park development and all site preparation and grading required in connection with such development;

    a.) These activities include, but are not limited to, the previously approved site work and grading associated with the development of the Dubuque Industrial Center, the Dubuque Industrial Center West and Dubuque Industrial Center South.

3. Improvement, installation, construction and reconstruction of streets, utilities and other improvements and rights-of-ways including but not limited to the relocation of overhead utility lines, street lights, construction of railroad spur tracks, appropriate landscaping and buffers, parks and open space and signage;

    a.) These activities include, but are not limited to, future and previously approved development of road, water, wastewater, and storm water infrastructure associated with the development of the Dubuque Industrial Center, the Dubuque Industrial Center West and the Dubuque Industrial Center South.

    b.) These activities include, but are not limited to, the previously approved development of the Bergfeld recreational area, pond, and walking trail, as well as additional signage and trail

improvements.

c.) These activities also include the construction and installation of supporting infrastructure within the District.

4. Disposition of any property acquired in the District, including sale, initial leasing or retention by the City itself, at its fair value;

5. Preparation of property for development and redevelopment purposes including but not limited to activities such as appraisals and architectural and engineering studies;

a.) These activities include, but are not limited to, the previously approved site work and grading associated with the development of the Dubuque Industrial Center, the Dubuque Industrial Center West and Dubuque Industrial Center South.

6. Maintenance of publicly utilized recreational and economic development areas;

a.) These activities include, but are not limited to, general landscaping and maintenance expenses in public right-of-way and undeveloped land owned by the City of Dubuque.

7. Use of tax increment financing, loans, grants and other appropriate financial tools in support of eligible public and private development and redevelopment efforts;

- These activities also include, but are not limited to, previously approved property tax rebate agreements with:
  - Leo A. Theisen and Theisen Supply, Inc.;
  - A.Y. McDonald Mfg. Co.;
  - Green Industrial Supply, Inc.;
  - Walter Development, LLC and TM, Inc.;
  - Spiegel Family Realty Company;
  - Progressive Processing, LLC/Hormel;
  - ITC Midwest LLC;
  - Medline Industries, Inc. (November 2007);
  - Art's-Way Vessels, Inc.;
  - Kendall/Hunt Publishing Company, Westmark Enterprises, Inc. and Great River Technologies, LLC.;
  - P&L Venture, LLC, and National Dentex;
  - Dubuque Screw Products, Inc.;
  - Giese Properties, LLC and Giese Manufacturing Company, Inc. (Phase I, II, and III);

- Faley Properties, L.L.C. and Faley Enterprises, Inc.;
- Malay Holdings, LLC, and Vanguard Countertops, Inc.;
- Tri-State Industries Inc.;
- TriState Quality Metals, LLC;
- Roasting Solutions, LLC;
- Flexsteel Industries, Inc.; and
- Medline, Industries, Inc. (May 2018)
- Walter Development, LLC
- Walter Development, LLC, BAS Development, LLC, and Unison Solutions, Inc.
- Simmons Pet Food, Inc.
- Scherr Real Estate, LLC, and Dubuque Screw Products, Inc.
- Green Industrial Properties, L.L.C., Innovation Properties, L.L.C., and Green Industrial Supply, Inc.
- Geisler Realty, LLC, and Dubuque Steel Products, Inc.
- Seippel Warehouse, LLC
- Vanguard Enterprises, Inc.
- SJR Properties, L.L.C.
- Outfly Development, LLC

- These activities include, but are not limited to, previously approved agreements to sell bonds, leveraging tax increment financing on capital improvement for;
  - American Tank and Fabrication, Co. (formerly Vessel Systems, Inc.) for the development of a 31,000 square feet industrial manufacturing facility at 8025 Chavenelle Road.
  - The Adams Company for the development of a 50,000 square foot industrial facility at 8040 Chavenelle Road.

- The City expects to consider requests for additional development agreements for projects that are consistent with this Plan, as amended, in the City's sole discretion. Such additional agreements are unknown at this time, but based on past history and dependent on development opportunities and climate, the City expects to consider a broad range on incentives as authorized by this Plan, as amended, including, but not limited to, land, loans, grants, tax rebates, public infrastructure assistance, and other incentives. The costs of such additional development agreements will not exceed $10,000,000

8. Enforcement of applicable local, state and federal laws, codes and

regulations;

9. Enforcement of established design standards in furtherance of quality development;

10. Development and implementation of a marketing program for the purpose of promoting the purchase and development of industrial sites by private developers;

11. Coordination and cooperation with the improvement of Seippel Road as it affects accessibility to U.S. Highway 20 from Subareas B, C, E, F, I, J.

12. Contracts with vendors to promote business retention, expansion, recruitment, and workforce development;

    a.) These activities include, but are not limited to, a contract for service with the Greater Dubuque Development Corporation to promote business retention and expansion, workforce development, new business recruitment and commercial and industrial expansion in the District.
    b.) These activities include, but are not limited to, related legal expenses.

13. Construction by the County of one or more County-owned buildings in Subareas I and/or J.

    a.) These activities include the support of the County's investment of Dubuque County funds into the construction of a new office building and a new maintenance and storage shop on certain County-owned real property situated at 13047 City View Drive for use by the County's Secondary Roads, Health, Zoning and County Assessor Departments. The County funding for this project may come from borrowed funds through the issuance of general obligation indebtedness or such other sources as the County may identify in the future. It is not anticipated that the City or TIF funds from the District will finance this project in any way.

14. Design and construction buildout of one or more City leased buildings in Subarea B.

    a.) These activities include the use of tax increment in the District to finance the design and construction buildout of a City Data Center in leased space located at 7900 Chavenelle. Cost for this project is not anticipated to exceed $300,000.

Public purpose activities are limited to those areas delineated on the URBAN RENEWAL

DISTRICT map (Attachments A-1 and A-2).

All public purpose activities shall be conditioned upon and shall meet the restrictions and limitations placed upon the District by the Plan.

E. DEVELOPMENT & REDEVELOPMENT REQUIREMENTS

The LAND USE and PLANNING AND DESIGN CRITERIA set forth herein shall apply to any and all District properties the development and/or the redevelopment of which is assisted by the City through any of the PUBLIC PURPOSE ACTIVITIES listed above.

1. Land Use

Subareas A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, and Y shall continue to be developed under the regulations of the existing Dubuque Industrial Center Planned Industrial District. The allowed uses provide for a mix of commercial and industrial land use activities within a quality industrial park setting.

LAND USE maps (Attachments B-1 and B-2) identify the existing and the proposed land uses within Subareas A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, and Y.

2. Planning and Design Criteria

The planning criteria to be used to guide the physical development of Subareas A, B, C, D, E, F, G, H, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, and Y are those standards and guidelines contained within the City of Dubuque's Unified Development Code and other applicable local, state and federal codes and ordinances.

a. Subarea A development will continue to be additionally governed by the Conditions of Development and Operation Documents of the Dubuque Industrial Center Planned Industrial District as amended from time to time.

b. Subareas B, C, D, E, F, K, N, O, P, Q, R, S, T, U, V, W, X, and Y will develop under a PI Planned Industrial District ordinance as required by Section 16-5-24 of the City of Dubuque’s Unified Development Code. Development will follow the Planned Unit Development regulations which require a conceptual development plan and specific design and performance standards to be approved by ordinance.

c. Subareas G, H, L, and M are intended to develop as an Industrial area similar to Subareas B, C, D, E, and F.

d. Subareas I, J, and a portion of Subarea P are located in Dubuque County outside of City of Dubuque corporate limits and therefore are not subject to

City Development Codes.

F. LAND ACQUISITION AND DISPOSITION

The City of Dubuque is prepared to acquire and dispose of property in support of the development and redevelopment of the District within the parameters set forth below.

1. Land Acquisition

   The City has acquired substantially all of the land located within the District, except Subareas I and J, and has made the same available for private development in accordance with this Plan.

2. Land Disposition

   All City owned land that is available for development within the District, will be sold for the development of viable uses consistent with this Plan and not for purposes of speculation.

   Land will be disposed of in accordance with the requirements set forth in Chapter 403 of the Iowa Code, Urban Renewal Law. Developers will be selected on the basis of the quality of their proposals and their ability to carry out such proposals while complying with the requirements of this Plan.

   Developers will be required by contractual agreement to observe the Land Use Requirements and Planning and Design Criteria of this Plan. The contract and other disposition documents will set forth the provisions, standards and criteria for achieving the objectives and requirements outlined in this Plan.

3. Relocation Requirements

   No relocation is anticipated at this time; however, if any relocation is necessary as part of the eligible urban renewal projects, the City will follow all applicable relocation requirements.

G. FINANCING ACTIVITIES

To meet the OBJECTIVES of this Plan and to encourage the development of the District and private investment therein, the City of Dubuque is prepared to provide financial assistance to qualified industries and businesses through the making of loans or grants under Chapter 15A of the Iowa Code and through the use of tax increment financing under Chapter 403 of the Iowa Code.

1. Chapter 15A Loan or Grant

The City of Dubuque has determined that the making of loans or grants of public funds to qualified industries and businesses is necessary to aid in the planning, undertaking and completion of urban renewal projects authorized under this Plan within the meaning of Section 384.24(3)(q) of the Iowa Code. Accordingly, in furtherance of the objectives of this Plan, the City of Dubuque may determine to issue bonds or loan agreements, in reliance upon the authority of Section 384.24A, Section 384.24(3)(q), Section 403.12 (general obligation bonds) or Section 403.9 (tax increment bonds), for the purpose of making loans or grants of public funds to qualified businesses located within the District. Alternatively, the City may determine to use available funds for the making of such loans or grants. In determining qualifications of recipients and whether to make any such individual loans or grants, the City of Dubuque shall consider one or more of the factors set forth in Section 15A.1 of the Iowa Code on a case-by-case basis.

2. Tax Increment Financing

The City of Dubuque is prepared to utilize tax increment financing as a means of financing eligible costs incurred to implement the Public Purpose Activities identified in Part D of this Plan. Bonds, tax rebate agreements and/or loan agreements may be issued by the City under the authority of Section 403.9 of the Iowa Code (tax increment bonds) or Section 384.24A, Section 384.24(3)(q) and Section 403.12 (general obligation bonds).

The City acknowledges that the use of tax increment revenues delays the ability of other local taxing bodies to realize immediately the direct tax benefits of new development in the District. The City believes, however, that the use of tax increment revenues to finance the development of new industrial land and to promote private investment in the District is necessary in the public interest to achieve the OBJECTIVES of this Plan. Without the use of this special financing tool, new investment may not otherwise occur or may occur within another jurisdiction. If new development does not take place in Dubuque, property values could stagnate and the City, County and School District may receive less taxes during the duration of this Plan than they would have if this Plan were not implemented.

Tax increment financing will provide a long-term payback in overall increased tax base for the City, County and School District. The initial public investment required to generate new private investment will ultimately increase the taxable value of the District well beyond its existing base value.

Tax increment reimbursement may be sought for, among other things, the following costs to the extent they are incurred by the City:

a. Planning and administration of the Plan;

b. Construction of public infrastructure improvements and facilities within the

District;

c. Acquisition, installation, maintenance and replacement of public investments throughout the District including but not limited to street lights, landscaping and buffers, signage and appropriate amenities;

d. Acquisition of land and/or buildings and preparation of same for sale or lease to private developers, including any "write down" of the sale price of the land and/or building;

e. Preservation, conservation, development or redevelopment of buildings or facilities within the District to be sold or leased to qualified businesses;

f. Loans or grants to qualified businesses under Chapter 15A of the Iowa Code, including tax rebate payments, debt service payments on any bonds issued to finance such loans or grants, for purposes of expanding the business or activity, or other qualifying loan programs established in support of the Plan;

g. Providing the matching share for a variety of local, state and federal grants and loans; and

h. Any of the costs incurred in connection with any of the PUBLIC PURPOSE ACTIVITIES described in Part D of this Plan.

3. Proposed Amount of Indebtedness

At this time, the extent of improvements and new development within the District is only generally known. As such, the amount and duration for use of the tax increment revenues for public improvements and/or private development can only be estimated; however, the actual use and amount of tax increment revenues to be used by the City for District activities will be determined at the time specific development is proposed.

It is anticipated that the maximum amount of indebtedness which will qualify for tax increment revenue reimbursement during the duration of this Plan, including acquisition, public improvements and private development assistance within the District, will not exceed $70,500,000.

The City of Dubuque's current general debt subject to the statutory debt limit is $108,410,165 (a list of the outstanding obligations is found at Attachment C) and the current statutory debt limit is $323,629,585.

H. STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform with state and local laws have been complied with by

the City of Dubuque in the implementation of this Plan and its supporting documents.

I. DURATION OF APPROVED URBAN RENEWAL PLAN

1. Subarea A

   This Plan shall continue in effect for Subarea A until terminated by action of the City Council, but in no event before the City of Dubuque has received full reimbursement from all incremental taxes of its advances and principal and interest payable on all Tax Increment Financing or general obligations issued to carry out the OBJECTIVES of the Plan.

2. Subareas B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, and Y

   This Plan shall continue in effect until terminated by the City Council; provided, however, that the collection of tax increment revenues from properties located in Subareas B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, and Y shall be limited as provided by law (currently twenty (20) years from the calendar year following the calendar year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness or bonds which qualify for payment from the division of tax increment revenue as provided for in Section 403.19 (tax increment financing) of the Iowa Code, or in which the City first includes the Subarea in an ordinance for the division of tax increment revenue).

The DEVELOPMENT AND REDEVELOPMENT REQUIREMENTS established, or as amended from time to time by the City of Dubuque Zoning Ordinance, shall remain in effect in perpetuity.

J. SEVERABILITY

In the event one or more provisions contained in this Plan shall be held for any reason to be invalid, illegal, unauthorized or unenforceable in any respect, such invalidity, illegality, unauthorization or unenforceability shall not affect any other provision of this Plan and this Plan shall be construed and implemented as if such provision had never been contained herein.

K. AMENDMENT OF APPROVED URBAN RENEWAL PLAN

This Plan may be amended from time to time to respond to development opportunities. Any such amendment shall conform to the requirements of Chapter 403 of the Iowa Code. Any change effecting any property or contractual right can be effectuated only in accordance with applicable state and local law.

L. ATTACHMENTS

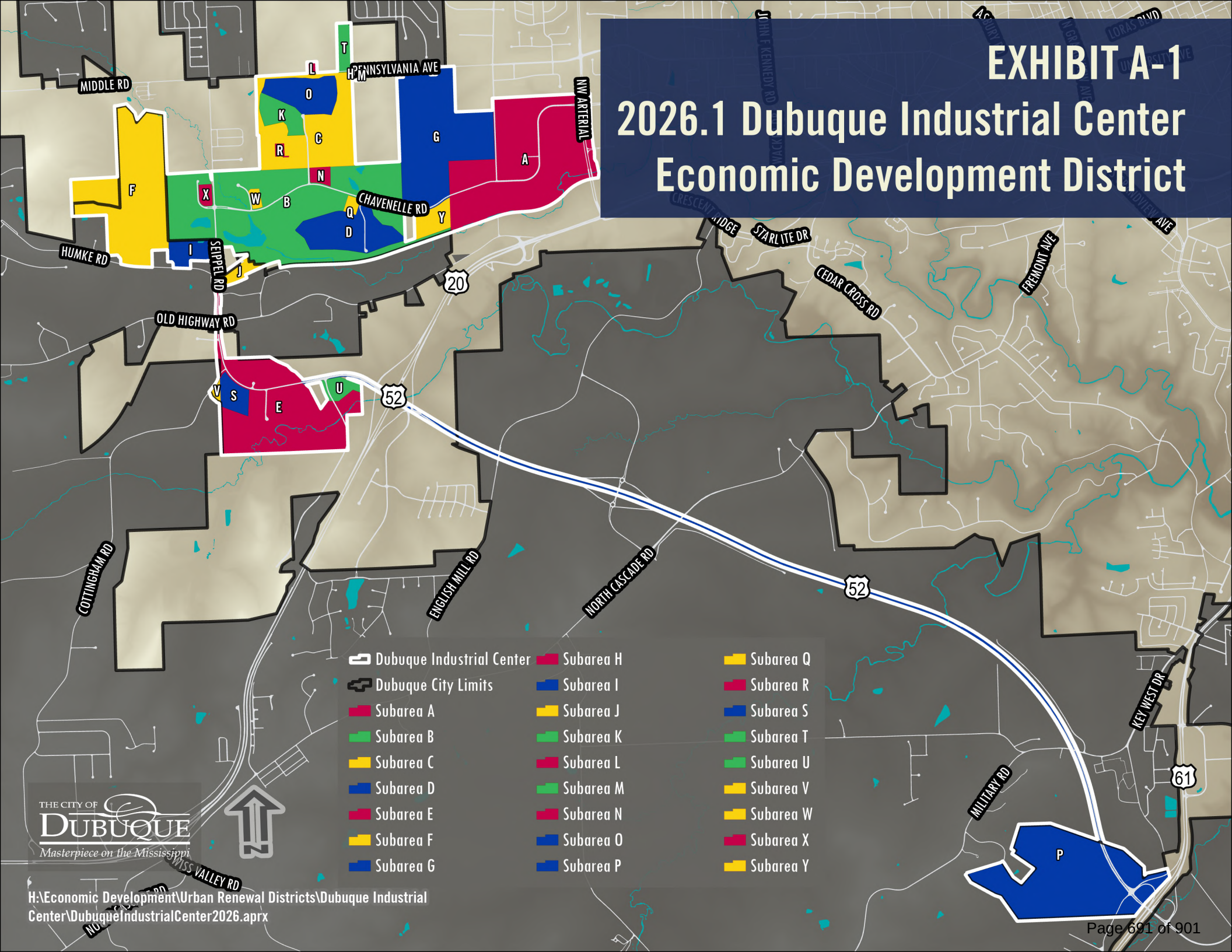
A Urban Renewal District Map
A-1 District Map
A-2 New Subarea Map

B Land Use Maps
B-1 Existing Land Use
B-2 Proposed Land Use

C List of General Obligation Debt

D Legal Descriptions

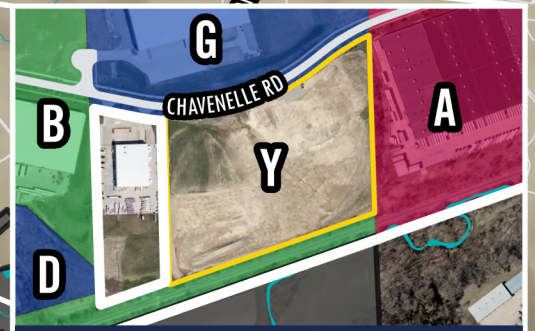
EXHIBIT A-1
2026.1 Dubuque Industrial Center Economic Development District



THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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EXHIBIT A-2
2026.1 Dubuque Industrial Center Economic Development District



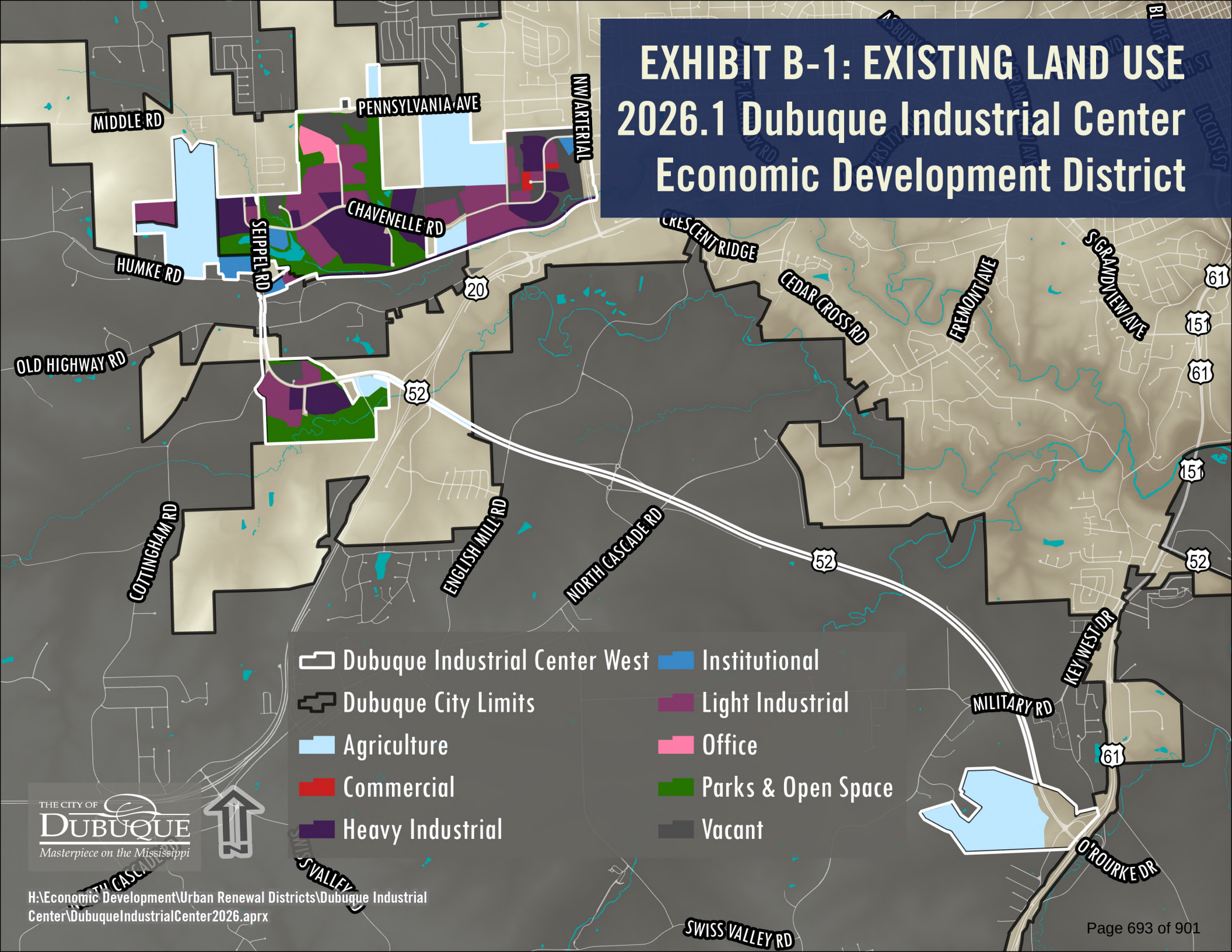
Subarea Y of the district shall include the following described property:

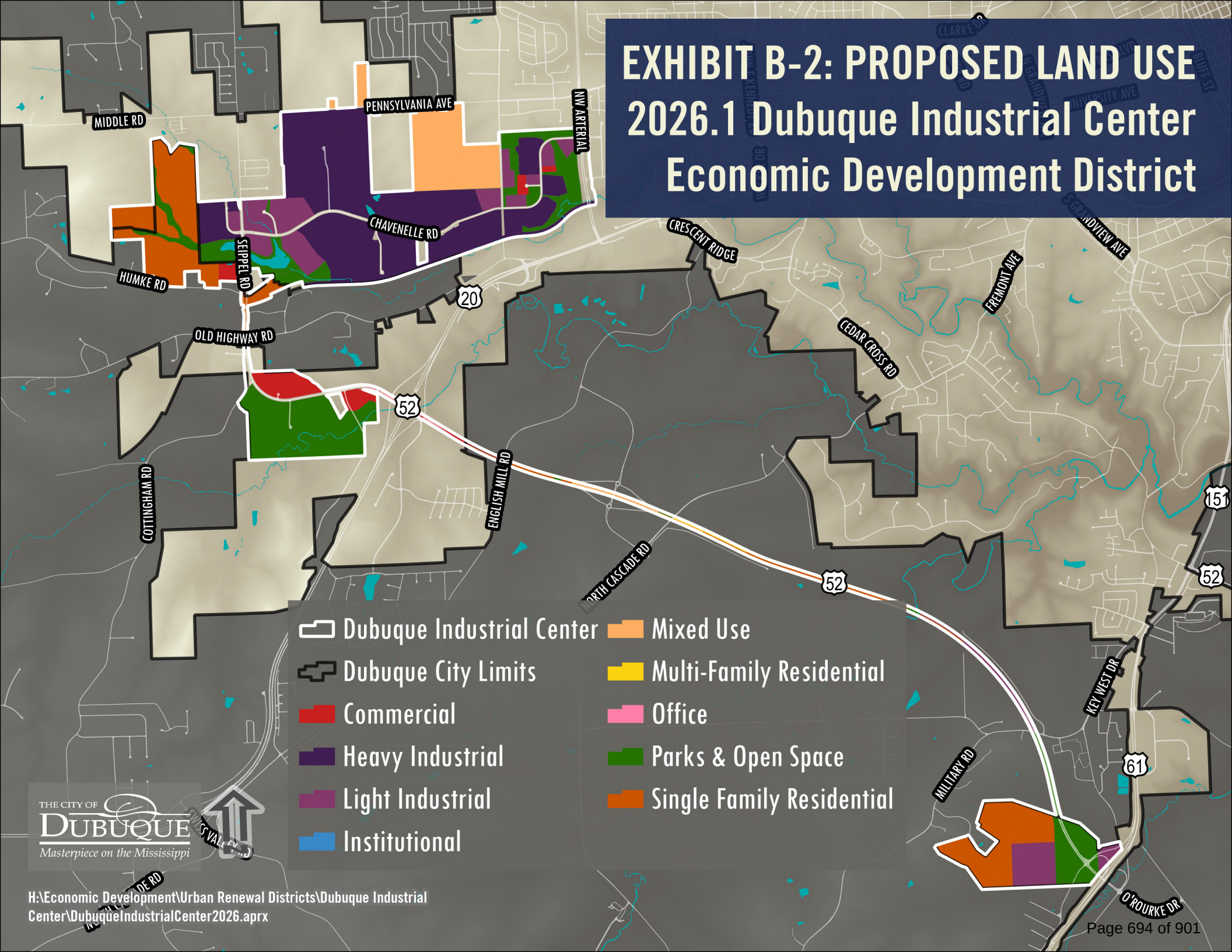
Lot 2 of McFadden Farm Place #3 in the City of Dubuque, Iowa

- Dubuque Industrial Center
- Dubuque City Limits
- Subarea A
- Subarea B
- Subarea C
- Subarea D
- Subarea E
- Subarea F
- Subarea G
- Subarea H
- Subarea I
- Subarea J
- Subarea K
- Subarea L
- Subarea M
- Subarea N
- Subarea O
- Subarea P
- Subarea Q
- Subarea R
- Subarea S
- Subarea T
- Subarea U
- Subarea V
- Subarea W
- Subarea X
- Subarea Y

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EXHIBIT B-1: EXISTING LAND USE
2026.1 Dubuque Industrial Center
Economic Development District
MIDDLE RD
PENNSYLVANIA AVE
NW ARTERIAL
CHAVENELLE RD
SEIPPEL RD
HUMKE RD
20
CRESCENT RIDGE
CEDAR CROSS RD
FREMONT AVE
S GRANDVIEW AVE
61
151
OLD HIGHWAY RD
52
COTTINGHAM RD
ENGLISH MILL RD
NORTH CASCADE RD
KEY WEST DR
MILITARY RD
O'ROURKE DR
SWISS VALLEY RD
Dubuque Industrial Center West
Dubuque City Limits
Agriculture
Commercial
Heavy Industrial
Institutional
Light Industrial
Office
Parks & Open Space
Vacant
THE CITY OF DUBUQUE
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EXHIBIT B-2: PROPOSED LAND USE
2026.1 Dubuque Industrial Center
Economic Development District
MIDDLE RD
PENNSYLVANIA AVE
NW ARTERIAL
CHAVENELLE RD
SEIPPEL RD
HUMKE RD
OLD HIGHWAY RD
20
CRESCENT RIDGE
FREMONT AVE
CEDAR CROSS RD
52
COTTINGHAM RD
ENGLISH MILL RD
NORTH CASCADE RD
151
KEY WEST DR
MILITARY RD
61
O'ROURKE DR
Dubuque Industrial Center
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Commercial
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Single Family Residential
THE CITY OF DUBUQUE
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City of Dubuque
Summary of Bonded Indebtedness

Description	Date of Issue	Average Interest Rate	Year of Final Payment	Amount of Issue	Principal Outstanding 6/30/25	Principal Due FY 2026	Interest Due FY 2026	Principal Outstanding 6/30/26
General Obligation Bonds (Essential Corporate Purpose)								
Airport New Terminal Furnishings ST20 Ref	6/2/21	2.00 %	2026	$ 25,000	$ 5,100	$ 5,100	$ 102	$ —
Airport Improvements Refunding	4/17/17	3.00 %	2030	282,200	115,800	24,800	3,474	91,000
Airport Improv - PFC Refunding 2012C	6/2/21	2.00 %	2032	1,353,033	898,389	119,889	17,968	778,500
Airport Terminal Utility Improv - PFC	6/2/21	2.00 %	2034	490,000	350,000	35,000	7,000	315,000
Airport New Terminal Roads/Parking	4/4/16	2.79 %	2036	635,927	371,199	31,652	11,003	339,547
Airport Reconstruct Taxiway Alpha	3/3/25	4.33 %	2044	534,004	534,004	12,684	29,983	521,320
Airport Improvements - FY26	Future	4.50 %	2046	1,000,500	—			1,000,500
Building- Conf Center Energy Improv	6/20/19	3.00 %	2027	187,136	47,872	23,936	1,436	23,936
Building 18th Street Improv Sales Tax 20%	3/19/18	3.05 %	2026	391,913	56,545	56,545	1,782	—
Building City Hall Brickwork - ST20%	6/20/19	3.00 %	2027	236,448	64,329	32,164.56	5,325.95	32,164
Building Smart Meters Refunding	4/17/17	3.00 %	2030	45,400	18,600	4,000	558	14,600
Building Federal Building Roof - ST20%	4/4/16	2.79 %	2035	268,404	156,672	13,359	4,644	143,313
Building 2nd Floor Engine House #1	08/01/203	4.70 %	2043	207,060	200,246	7,228	9,552	193,018
Civic Center Improvements - Sales Tax 20%	6/20/19	3.00 %	2027	323,146	87,916	43,958	7,279	43,958
Civic Center Chair Platform Section 3	6/20/19	3.00 %	2027	59,340	15,180	7,590	455	7,590
DICW Expansion - South Siegert Farm	3/19/18	3.05 %	2026	239,534	34,559	34,559	1,088	—
DICW North Siegert Refunding	4/17/17	3.00 %	2029	1,285,000	480,000	115,000	14,400	365,000
DICW Expansion Consult Refund 2012H	6/2/21	2.00 %	2032	95,580	63,366	8,496	1,267	54,870
DICW Exp S Siegert Refundin 2012C Tax	6/2/21	2.00 %	2032	2,498,375	1,658,875	221,375	33,178	1,437,500
DICW Expansion - South Siegert Farm- Ex	6/20/19	3.00 %	2032	305,357	178,938	24,367	4,035	154,571
DICW Refund 2014C Taxable	6/2/21	2.00 %	2034	1,145,000	825,000	80,000	16,500	745,000
DICW Webber Property	6/29/22	4.36 %	2042	5,500,000	5,405,000	50,000	230,713	5,355,000
DICWChavenelle Road - Non-Taxable	6/2/21	2.00 %	2041	1,265,000	1,095,000	60,000	21,900	1,035,000
E911 Tower Relocation - Sales Tax 20%	6/20/19	3.00 %	2027	141,869	38,597	19,299	3,196	19,299
Finance General Ledger Software	6/2/21	2.00 %	2041	244,239	205,640	11,314	4,113	194,326
Finance General Ledger Software	6/29/22	4.07 %	2042	420,457	383,037	18,710	16,267	364,327
Fire Station #4 Improvements - Gaming	6/20/19	3.00 %	2027	188,054	41,522	20761	3438	20,761
Fire Truck Refunding - Debt Service Levy	4/17/17	3.00 %	2030	951,500	390,700	83,700	11,721	307,000
Fire Station #2 ST20 20 yr Refund 2014B	6/2/21	2.00 %	2034	85,217	68,946	6046	1379	62,900
Park Imp ST20 20 yr Refund 2014B	6/2/21	2.00 %	2034	124,780	100,954	8,854	2,019	92,100
Fire Ambulance Replacement	4/17/17	3.00 %	2030	230,000	100,000	20,000	3,000	80,000
Fire Structural Repairs 5&6/Quick Pump	6/20/19	3.00 %	2039	448,875	448,875		13,466	448,875
Fire Ladder/Pumper / HVAC FY21	6/2/21	2.00 %	2041	810,153	682,118	37,528	13,642	644,590
Fire Ladder/Pumper/Ambulance	6/29/22	4.07 %	2042	1,924,543	1,761,963	81,290	70,677	1,680,673
Fire HVAC	08/01/203	4.70 %	2043	188,790	182,570	6598	8,720	175,972
Fire Ambulance/Equipment/Building Improv	3/3/25	4.33 %	2044	3,653,911	3,653,911	86,820	205,227	3,567,091
Fire Ladder/Pumper	3/3/25	5.04 %	2044	2,141,750	2,141,750	48,750	130,719	2,093,000
Fire Equipment Replacement - FY26	Future	4.50 %	2046	401,600	—			401,060
Fire Station Improvements - FY26	Future	4.50 %	2046	100,000	—			100,000
Franchise Fee Settlement Judgment Bond	4/4/16	2.93 %	2035	2,830,000	1,615,000	145,000	50,825	1,470,000
GDTIF Colts Building Renovation	6/20/19	3.00 %	2039	1,575,000	1,295,000	75,000	38,850	1,220,000
GDTIF - Parks Jackson/Clock Non-Taxable	6/2/21	2.00 %	2041	535,000	535,000	30,000	10,700	505,000
GDTIF - DT Parking Ramp	6/2/21	2.00 %	2036	880,167	760,764	61,407	15,215	699,357
GDTIF Eng Dock Expansion	6/2/21	2.00 %	2036	409,833	354,235	28,593	7,085	325,642

Description	Date of Issue	Average Interest Rate	Year of Final Payment	Amount of Issue	Principal Outstanding 6/30/25	Principal Due FY 2026	Interest Due FY 2026	Principal Outstanding 6/30/26
GDTIF DT Parking Ramp	6/29/2022	4.36 %	2042	975,000	935,000	40,000	39,853	895,000
GDTIF Docks/Five Flags AC	6/29/22	4.36 %	2042	745,000	715,000	30,000	30,468	685,000
GDTIF Five Flags/Parking Ramps	8/1/23	4.70 %	2043	1,080,000	1,045,000	40,000	49,933	1,005,000
GDTIF Chaplain Schmitt Amphitheater	3/3/25	5.06 %	2044	8,945,000	8,945,000	—	451,239	8,945,000
GDTIF ABC/Parking/Federal Building	3/3/25	5.04 %	2044	5,075,000	5,075,000	115,000	309,787	4,960,000
GDTIF Reimagine Comiskey - FY26	Future	4.50 %	2046	1,697,000	—	—	—	1,697,000
GDTIF Federal Building Renovation - FY26	Future	4.50 %	2046	945,600	—			945,600
GDTIF Parking Ramp Major Maint- FY26	Future	4.50 %	2046	2,857,400	—	—	—	2,857,400
GDTIF Downtown Housing Refunding	4/17/17	3.00 %	2030	2,120,000	970,000	180,000	31,705	790,000
GDTIF Millwork District Refunding	4/17/17	3.00 %	2030	2,080,000	910,000	170,000	27,300	740,000
GDTIF - 7th St/2-Way Conversion	6/2/21	2.00 %	2031	3,204,576	2,021,405	315,265	40,428	1,706,140
GDTIF - Intermodal 2012A Refunding	6/2/21	2.00 %	2031	2,545,000	1,605,000	250,000	32,100	1,355,000
GDTIF 5th St Restroom/MFC 2012H Ref	6/2/21	2.00 %	2032	1,254,420	831,634	111,504	16,633	720,130
GDTIF Wash Neigh Refunding 2012C Tax	6/2/21	2.00 %	2032	493,592	327,736	43,736	6,555	284,000
GDTIF 2014C Taxable Refunding	6/2/21	2.00 %	2034	5,385,000	3,885,000	395,000	77,700	3,490,000
GDTIF 2014B Refunding	6/2/21	2.00 %	2034	155,000	115,000	10,000	2,300	105,000
Library Improvements - Sales Tax 20%	6/20/19	3.00 %	2022	39,408	10,721	5,361	888	5,361
Library Improvements Sales Tax 20%	6/2/21	2.00 %	2027	84,526	28,737	14,297	575	14,440
Park Development - Sales Tax 20% FY26	Future	4.50 %	2046	505,000	—	—	—	505,000
Park Improvements - Sales Tax 20%	6/20/19	3.00 %	2027	47,290	12,866	6,433	1,065	6,433
Park Water System Study Refunding	4/17/17	3.00 %	2030	60,000	24,600	5,300	738	19,300
Park Ham House - Sales Tax 20%	4/4/16	2.79 %	2035	200,668	117,132	9,988	3,472	107,144
Park Skate Park	6/20/19	3.00 %	2027	613,524	156,948	78,474	4,708	78,474
Parking Port of Dubuque Parking Ramp	3/19/18	3.05 %	2026	373,553	53,896	53,896	1,698	—
Parking Central Ave Ramp Refunding	4/17/17	3.00 %	2030	6,380,000	2,430,000	575,000	72,900	1,855,000
Parking Iowa Street Ramp Improvements	3/19/18	2.91 %	2031	45,516	23,502	3,597	705	19,905
Parking Locust Ramp Security Cameras	6/20/19	3.00 %	2033	126,054	67,711	9,747	1,614	57,964
Parking Improvements Refunding 2014B	6/2/21	2.00 %	2034	125,000	85,000	10,000	1,700	75,000
Parking Improvements Taxable Ref	6/2/21	2.00 %	2034	220,000	160,000	15,000	3,200	145,000
Police CAD Software - Gaming Ref	6/2/21	2.00 %	2030	160,000	90,000	20,000	1,800	70,000
Public Works Equip Refunding	4/17/17	3.00 %	2030	392,000	160,900	34,500	4,827	126,400
Public Works Radio Replacement	3/19/18	2.91 %	2028	110,000	34,874	10,732	1,046	24,142
PW Curb Ramp/Engineering Street Improv	6/2/21	2.00 %	2034	885,000	645,000	65,000	12,900	580,000
Rec Improvements Sales Tax 20% Ref	6/2/21	2.00 %	2028	7,572	3,309	1,092	66	2,217
Rec Ice Center Settling Remediation/Imp	08/01/203	4.70 %	2043	4,614,150	4,462,185	161,175	213,016	4,301,010
Rec Ice Center Dehumidification	3/3/25	5.04 %	2044	1,153,250	1,153,250	26,250	70,387	1,127,000
Sanitary Improvements Refunding	4/17/17	3.00 %	2030	660,000	290,000	55,000	8,700	235,000
Sanitary Sewer Improvements	3/19/18	2.91 %	2031	1,030,009	531,819	81,402	15,954	450,417
Sanitary Forcemain Refunding 2012E	6/2/21	2.00 %	2032	376,122	242,934	34,096	35,162	208,838
Sanitary Sewer Improvements	6/20/19	3.00 %	2033	1,124,412	657,648	87,722	14,525	569,926
Sanitary Sewer Improvements Ref	6/2/2021	2.00 %	2034	4,390,000	3,160,000	320,000	63,200	2,840,000
Sanitary Sewer Improvements	4/4/16	2.79 %	2035	2,405,000	1,405,000	125,000	41,606	1,280,000
Solid Waste Collection Refunding	4/17/17	3.00 %	2030	51,300	21,100	4500	633	16,600
Solid Waste Collection	3/19/18	2.91 %	2031	27,447	14,172	2,169	426	12,003
Solid Waste Collection	3/3/25	4.33 %	2044	862,085	862,085	20,484	48,421	841,601
Solid Waste Collection - FY26	Future	4.50 %	2046	220,000	—			220,000
Stormwater Refunding	4/4/16	2.91 %	2028	6,270,000	760,000	245,000	22,800	515,000
Stormwater Improvements Refunding	4/17/17	3.00 %	2030	2,015,000	835,000	170,000	25,050	665,000
Stormwater Improvements	3/19/18	2.91 %	2031	1,714,542	885,275	135,501	26,558	749,774
Stormwater Improvements Ref	6/2/21	2.00 %	2031	1,115,424	703,595	109,735	14,072	593,860
Stormwater Improvements Ref	6/2/21	2.00 %	2032	77,131	49,818	6,992	996	42,826
Stormwater Improvements	6/20/19	3.00 %	2033	290,796	174,110	24,367	4,035	149,743
Stormwater Upper Bee Branch SRF NA	4/30/21	1.18 %	2037	22,138,000	16,114,000	1,258,000	230,430	14,856,000
Streetlight Replacement Refunding - ST	4/17/17	3.00 %	2030	4,900	2,100	400	63	1,700
Street FEMA Land Buyout - Gaming	6/20/19	3.00 %	2027	64,901	16,960	8,480	1,404	8,480
Street Fiber/Sidewalk/Lights Refunding RUT	4/17/2017	3.00 %	2030	258,600	106,200	22,800	3,186	83,400
Street Southwest Arterial	3/19/2018	2.91 %	2031	771,557	398,383	60,977	11,952	337,406
Street Southwest Arterial - Refunding 2012E	6/2/21	2.00 %	2032	827,747	576,371	70,002	11,527	506,369

Description	Date of Issue	Average Interest Rate	Year of Final Payment	Amount of Issue	Principal Outstanding 6/30/25	Principal Due FY 2026	Interest Due FY 2026	Principal Outstanding 6/30/26
Transit Radio Replacement	3/19/18	2.91 %	2028	95,000	30,124	9,268	904	20,856
Transit Midtown Transfer	6/20/19	3.00 %	2039	216,125	216,125		6,484	216,125
Transit Vehicle Replacement	6/2/21	2.00 %	2041	780,609	657,243	36,159	13,145	621,084
Water System Improvements	3/19/18	2.91 %	2031	1,155,930	596,846	91,354	17,906	505,492
Water Improv Refunding 2012E	6/2/21	2.00 %	2032	369,768	238,830	33,520	4,777	205,310
Water System Improvements	6/20/19	3.00 %	2033	1,323,107	773,684	102,342	16,946	671,342
Water System Improvements Ref	6/2/21	2.00 %	2034	7,470,000	5,380,000	550,000	107,600	4,830,000
Water System Improvements	4/4/16	2.79 %	2035	635,000	375,000	35,000	11,088	340,000
Total General Obligation Bonds				151,099,706	100,599,000	8,307,989.56	3,306,757.95	100,017,572
Less Annual Appropriation G.O.				—	(14,625,570)	—	—	(13,369,544)
Total G.O. Bonds Subject to Debt Limit				151,099,706	85,973,430	8,307,990	3,306,758	86,648,028
Tax Increment								
Port of Dubuque Parking Ramp	10-16-07	7.50 %	2037	23,025,000	15,565,000	845,000	1,167,375	14,720,000
Total Tax Increment Bonds				23,025,000	15,565,000	845,000	1,167,375	14,720,000
Total Tax Increment				$ 23,025,000	$15,565,000	$ 845,000	$ 1,167,375	$14,720,000
TIF bond issue for the Port of Dubuque Parking Ramp backed by Greater Downtown TIF & a minimum assessment agreement								
Tax Increment								
Economic Development TIF Rebate Agreements								
Dubuque Screw (DICW)	6/19/06	Rebate	2019	$ 345,516	$ 19,728	$ 19,728	$ —	$ 19,728
Geisler Brothers (DICW)	9/29/22	Rebate	2035	1,290	1,291	1,291	—	1,291
Seippel Warehouse (DICW)	9/29/22	Rebate	2035	442,190	442,190	442,190	—	442,190
Giese III (DICW)	4/19/21	Rebate	2033	55,171	55,171	55,171	—	55,171
Medline (DICW)	11/19/07	Rebate	2031	1,600,279	397,349	397,349	—	397,349
Simmons Pet Food (DICW)	12/9/20	Rebate	2030	397,918	476,354	476,354	—	476,354
Hodge (DICW)	4/6/20	Rebate	2035	257,073	518,208	518,208	—	518,208
Green Industrial Supply (DICW)	8/15/11	Rebate	2023	2,908,812	155,273	155,273	—	155,273
Appropriation	3/17/14	Rebate	2026	32,510	75,164	75,164	—	—
Appropriation	1/14/16	Rebate	2028	33,666	69,586	69,586	—	69,586
Rite Hite(DICW) Non-Appropriation	1/14/17	Rebate	2030	24,190	140,629	140,629	—	140,629
2026)	4/21/08	Rebate	2026	8,250,067	251,779	251,779	—	—
Linseed Oil (GDTIF) Multi-Res	3/7/13	Rebate	2030	576,504	84,525	16,905	—	67,620
Appropriation)	5/13/20	Rebate	2031	75,660	178,160	178,160	—	178,160
Marquette Hall (GDTIF) (Non-Appropriation)	5/20/19	Rebate	2031	9,170	4,960	4,960	—	4,960
3 Amigos (GDTIF) (Non-Appropriation)	4/15/19	Rebate	2031	2,516	3,114	3,114	—	3,114
210 Jones (GDTIF) (Non-Appropriation)	6/19/17	Rebate	2031	10,348	24,525	24,525	—	24,525
Dupaco (GDTIF) NA	1/22/19	Rebate	2038	173,225	173,225	173,225	—	173,225
Klauer (GDTIF) NA	1/12/22	Rebate	2035	104,380	104,380	104,380	—	104,380
McCoy Group (GDTIF)	6/20/23	Rebate	2035	248,980	248,890	248,890	—	248,890
Appropriation)	3/18/19	Rebate	2031	5,626	12,196	12,196	—	12,196
Julien Hotel (GDTIF)	4/21/08	Rebate	2026	3,260,286	264,175	264,175	—	—
44 Main (GDTIF) Multi-Res	10/18/10	Rebate	2027	446,799	158,562	79,281	—	79,281
Barker Financial (GDTIF) Multi-Res	8/16/10	Rebate	2027	297,282	13,545	13,545	—	—
253 Main St. (GDTIF) (Non-Appropriation)	4/6/15	Rebate	2027	5,798	3,082	3,082	—	3,082
Spahn and Rose (GDTIF) NA	4/21/14	Rebate	2027	108,221	119,222	119,222	—	119,222
Franklin Investment -Multires (GDTIF)	4/4/11	Rebate	2028	437,225	62,637	20,879	—	41,758
Plastic Center Betty Jane Block (GDTIF)	2/7/11	Rebate	2028	148,957	20,241	6,747	—	13,494
Caradco (GDTIF) Multi-Res	3/21/11	Rebate	2028	1,499,442	388,674	129,558	—	259,116
Bonson 356 Main St. (GDTIF) Multi-Res	12/19/11	Rebate	2028	152,286	28,767	9,589	—	19,178
Roshek Building (GDTIF) NA	2/17/09	Rebate	2030	5,149,852	388,088	388,088	—	388,088
Novelty Iron Works (GDTIF) NA Multi-Res	6/17/13	Rebate	2031	33,105	196,926	196,926	—	196,926
Switch Development	6/20/23	Rebate	2035	5,766	5,766	5,766	—	5,766
Gardens	9/28/20	Rebate	2038	428,116	428,116	32,932	—	395,184
Rockfarm Holdings (TECH) NA	10/7/14	Rebate	2027	42,301	47,176	47,176	—	47,176
Total TIF Rebates				27,570,527	5,561,674	4,686,043	—	4,661,120
Bowling & Beyond Lease Buyout	10-15-12	Buyout	2032	1,000,000	350,000	50,000	—	300,000

Description	Date of Issue	Average Interest Rate	Year of Final Payment	Amount of Issue	Principal Outstanding 6/30/25	Principal Due FY 2026	Interest Due FY 2026	Principal Outstanding 6/30/26
Iowa Finance Authority Loan - Caradco	12-01-10	3.0000 %	2030	4,500,000	2,314,171	233,154	67,690	2,081,017
Total Other Lns-Rev Backed				5,500,000	2,664,171	283,154	67,690	2,381,017
Total City Indebtedness Subject to Debt Limit				$207,195,233	$109,764,275	$ 14,122,187	$ 4,541,823	$108,410,165
Revenue Bonds								
Sanitary Northfork Catfish Improv SRF	1/13/10	3.25 %	2031	$ 912,000	$ 285,000	$ 53,000	$ 9,263	$ 232,000
Sanitary WRRC Upgrade SRF	8/18/10	3.25 %	2039	74,285,000	44,755,000	2,802,000	895,099	41,953,000
Sanitary WRRC Cogeneration SRF	5/17/13	2.00 %	2033	3,048,000	1,366,000	159,000	27,320	1,207,000
Sanitary Kerper Boulevard & Sponsor SRF	3/8/19	1.00 %	2038	2,763,000	1,781,000	131,000	17,810	1,650,000
Sanitary 42" Force Main WQFP Loan	3/3/23	1.00 %	2043	1,950,000	1,773,000	90,000	17,730	1,683,000
Sanitary Granger Creek & Force Main	9/20/2024	2.61 %	2045	2,536,000	2,536,000	97,000	64,737	2,439,000
Sanitary Old Mill Lift Station	2/7/2025	2.54 %	2046	26,221,000	26,221,000	—	475,942	26,221,000
Sanitary Projects- FY25	Future	2.60 %	2045	14,412,250	14,412,250	586,330	340,451	13,825,920
Sanitary Projects- FY26	Future	2.60 %	2046	20,079,873	—	—	—	20,079,873
Stormwater Lower Bee Branch SRF	10/27/10	3.25 %	2041	7,850,000	5,097,000	248,000	165,652	4,849,000
Stormwater Lower Bee Branch SRF	9/1/14	2.00 %	2034	1,029,000	151,000	18,000	3,020	133,000
Stormwater Northfork Catfish Improv. SRF	1/13/10	3.25 %	2031	800,000	250,000	47,000	8,125	203,000
Stormwater Sales Tax Increment Rev NA	6/15/15	3.72 %	2031	20,800,000	14,575,000	2,225,000	546,032	12,350,000
Stormwater Sales Tax Revenue - GO	5/19/14	3.23 %	2029	7,190,000	4,875,000	1,125,000	219,250	3,750,000
Stormwater Upper Bee Branch RR SRF	6/7/2019	2.00 %	2040	16,382,000	12,873,000	744,000	257,461	12,129,000
Stormwater West 32nd Detention SRF	1/14/09	3.25 %	2028	1,847,000	355,000	115,000	11,538	240,000
Stormwater Projects- FY26	Future	2.60 %	2046	632,643	—	—	—	632,643
Water Webber Extension - FY22 P&D	1/7/22	— %	2047	1,570,000	1,469,662	68,575	29,052	1,401,087
Water Projects- FY25	Future	2.60 %	2045	10,096,428	10,096,428	410,751	238,501	9,685,677
Water Projects- FY26	Future	2.60 %	2046	750,000	—	—	—	750,000
Water Roosevelt Water Tower SRF	8/9/19	2.00 %	2040	4,400,000	3,445,000	203,000	68,900	3,242,000
Water CIWA Purchase & Improvements	7/7/17	2.00 %	2036	8,613,761	5,804,000	439,000	116,080	5,365,000
Water- Clear Well Reservoirs SRF	10/18/07	3.25 %	2028	915,000	177,000	57,000	3,540	120,000
Water Meter Change Out Program SRF	2/12/10	3.25 %	2031	6,394,000	2,343,000	360,000	76,265	1,983,000
Water System Improvements & Ext. Refunding	8/18/21	2.00 %	2030	3,505,000	2,055,000	390,000	41,100	1,665,000
Total Revenue Bonds				238,981,955	156,695,340	10,368,656	3,632,868	167,789,200
Less Annual Appropriation Revenue Bds				—	(11,803,968)	—	—	(9,581,282)
Net Revenue Bonds				238,981,955	144,891,372	10,368,656	3,632,868	158,207,918
Total City Indebtedness				$446,177,188	$281,085,185	$ 24,490,843	$ 8,174,691	$289,568,909
Statutory Debt Limit					$321,926,120			$323,629,585
% of Debt Limit Used					34.10 %			33.50 %
Remaining Debt Capacity					$212,161,846.			$215,219,420

ATTACHMENT D

DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT

(2026.1) March 4, 2026

LEGAL DESCRIPTION:

Subarea A of the District consists of the real property legally described as follows:

- All of Dubuque Industrial Center Eighth Addition; and
- All of Lot 1 Dubuque Industrial Center 13th Addition; and
- Lot 2 Dubuque Industrial Center 13th Addition; and
- Lot 1-2-2 Dubuque Industrial Center Fifth Addition; and
- Lot 1 Dubuque Industrial Center Fifth Addition; and
- Lot 1 Dubuque Industrial Center 11th Addition; and
- Lot 1 of 2 of Dubuque Industrial Center Fifth Addition; and
- Lot 1 of 2 of Dubuque Industrial Center Fifth Addition; and
- Lot 1-3 Dubuque Industrial Center 12th Addition; and
- Lot 1 of lot 3 of final plat of lot 1 of Dubuque Industrial Center First Addition; and
- Lot 1 Dubuque Industrial Center 10th Addition; and
- Lot 2-3 Dubuque Industrial Center 12th Addition; and
- Lots 1 & 2 of final plat of lot 1 of Dubuque Industrial Center First Addition; and
- Lot 1 Dubuque Industrial Center 12th Addition; and
- Lot 2 Dubuque Industrial Center Ninth Addition; and
- Lot 2 Dubuque Industrial Center 12th Addition; and
- Lot 2-2 Dubuque Industrial Center Sixth Addition; and
- Lot 3 Dubuque Industrial Center Ninth Addition; and
- Lot 1 Dubuque Industrial Center Sixth Addition; and
- Lot 2 of 2 Dubuque Industrial Center 7th Addition; and
- Lot 2-1 Walter Addition; and
- Lot 2-1 Walter Addition; and
- And all adjoining public right-of-way, all in the City of Dubuque, Dubuque County, Iowa.

Subarea B of the District consists of the real property legally described as follows:

- Lots 1, 3, 4, 1 of 5, 6 and H of Dubuque Industrial Center West as originally platted; and
- Lots 1, 2, 3, 4, 5, 6, , and C of Dubuque Industrial Center West 2nd Addition as originally platted; and
- Lots 1, 2, 3, 4, B, and C of Dubuque Industrial Center West 4th Addition as originally platted; and
- Lots 1 of 1, 1 of 2, 2 of 2, 1 of 3, 2 of 3, A, C, and D of Dubuque Industrial Center West 5th Addition as originally platted; and
- Lot 1 and Lot A of Dubuque Industrial Center West 6th Addition as originally platted; and
- Lots 1, 1 of 2, and 2 of 2 of Dubuque Industrial Center West 7th Addition as originally platted; and
- Lot 2 of 1 of the Southwest Quarter of the Southwest Quarter and Lot 2 of 1 of the Southeast Quarter of the Southwest Quarter all in Section 30, Township 89 North, Range 2 East, 5th Principal Meridian as originally platted; and
- and all that part of a 100-foot-wide strip of the Chicago Central Pacific Railroad right-of-way lying in the SE 1/4 of Section 30, the SE 1/4 of the SW 1/4 of Section 30, the NW 1/4 of Section 31, and the NE 1/4 of Section 31 all in T89N, R2E, of the 5th P.M. Dubuque County, Iowa, the centerline of which is more particularly described as follows: beginning at a point of intersection with the easterly line of the SE 1/4 of Section 30, T89N, R2E, of the 5th P.M., thence southwesterly along the centerline of said railroad 2,700 feet, more or less a point of intersection with the westerly line of the SE 1/4 of said Section 30; thence southwesterly continuing along said centerline 845 feet, more or less, to a point where the railroad right-of-way widens to 200 feet, said point being the terminus of this description; and
- all that part of a 100-foot-wide strip of the Chicago Central Pacific Railroad right-of-way lying in the Balance of Lot 1 of 1 of the Southwest Quarter of the Southwest Quarter in Section 29, Township 89 North, Range 2 East, 5th Principal Meridian; and
- any adjoining public street right-of-way all in the City of Dubuque, Dubuque County, Iowa.
- Excepting therefrom Lot 1 of Lot 4 of Dubuque Industrial Center West 4th Addition in the City of Dubuque, Iowa, according to the recorded plat thereof

<u>Subarea C</u> of the District consists of the real property legally described as follows:

- Lot 1 of Dubuque Industrial Center North Second Addition; and
- Lots 2 of Dubuque Industrial Center North First Addition; and

- Lot 3 of Dubuque Industrial Center North First Addition, excepting the following part of said Lot 3:
- Part Lot 3 in the Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, Except Lot ‘A’ of Lot 3 in Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, described as follows: Commencing at the southeast corner of said Lot 3; thence N00°36’04”W, 364.16 feet along the east line of said Lot 3; thence S89°24’16”W, 502.28 feet along the outside face of the south wall of the existing building to the point of beginning; thence S00°35’44”E,
- 37.00 feet; thence S89°24’16”W, 210.00 feet; thence N00°35’44”W, 362.00 feet; thence N89°24’16”E, 255.00 feet to the northerly extension of the outside face of the west wall of the existing building; then S00°35’44”E, 357.00 feet along said face of the west wall of the southwest corner of the existing building; thence N89°24’16”E, 125.00 feet along the face of the south wall of the existing building to the point of beginning, containing 2.258 acres.; and
- C of Dubuque Industrial Center North First Addition, excepting the following part of said Lot C: Commencing at the northwest corner of Lot 1 in Dubuque Industrial Center North Second Addition in the City of Dubuque, Iowa; Thence North 87 degrees 35 minutes 13 seconds East along the north line of said Lot 1, 65.47 feet to the Point of Beginning; Thence North 87 degrees 35 minutes 13 seconds East continuing along said north line of Lot 1, 467.29 feet; Thence South 82 degrees 04 minutes 06 seconds East continuing along said north line of Lot 1, 212.63 feet; Thence North 19 degrees 12 minutes 36 seconds East, 433.37 feet, to a point on the easterly line of Lot 2 in Dubuque Industrial Center North Third Addition in the City of Dubuque, Iowa; Thence North 90 degrees 00 minutes 00 seconds West, 231.12 feet; Thence North 60 degrees 11 minutes 47 seconds West, 280.07 feet; Thence North 51 degrees 38 minutes 25 seconds West, 318.12 feet; Thence South 57 degrees 28 minutes 14 seconds West, 86.87 feet; Thence South 18 degrees 59 minutes 51 seconds East, 140.84 feet; Thence South 51 degrees 57 minutes 52 seconds East, 101.08 feet; Thence South 01 degree 57 minutes 06 seconds East, 108.09 feet; Thence South 33 degrees 59 minutes 54 seconds East, 90.10 feet; Thence South 44 degrees 57 minutes 34 seconds East, 130.53 feet; Thence South 12 degrees 19 minutes 12 seconds West, 171.97 feet; Thence South 87 degrees 35 minutes 13 seconds West, 260.33 feet; Thence South 02 degrees 35 minutes 19 seconds East, 40.00 feet, to the Point of Beginning, said part of Lot C contains 6.59 acres, more or less.
- Lot A of Dubuque Industrial Center North First Addition, excepting that Part of said Lot A originally platted as Lot 2 of the SW ¼ of the NW ¼ of Sec. 30, T89N, R2E of the 5th PM; and

- Any adjoining public street right-of-way, all in the City of Dubuque, Dubuque County, Iowa.

Subarea D of the District consists of the real property legally described as follows:

- Lots 1, 2, and B and all of the right of way of Chavenelle Court in Dubuque Industrial Center West 8th Addition in the City of Dubuque, Dubuque County, Iowa.

Subarea E of the District consists of the real property legally described as follows:

- All of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa, except Lot 2 of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa; and
- All of Seippel Road right of way from the north boundary line of Lot 1 of 1 of South Fork Subdivision No. 1 in the City of Dubuque, to the south boundary lines of Lot H of Dubuque Industrial Center West and Lot 1 of Dubuque Industrial Center West 2nd Addition in the City of Dubuque, Dubuque County, Iowa, including crossings at the intersections of Old Highway Road and Chicago Central & Pacific Railroad rights-of-way.

Subarea F of the District consists of the real property legally described as follows:

- Lot one (1) of Graf Farm Subdivision #2, Dubuque County, Iowa, according to the recorded plat thereof;
- Lot 1 of Lot 1 of Lot 1 of Lot 1 of West One-half of Northeast One-quarter, Section 25, Township 89 North , Range 1 East of the 5th Principal Meridian, in Center Township , Dubuque County , Iowa;
- Lot 2 in “W.A. Norman Place" in Section 25, Center Township, Dubuque County, Iowa, according to the plat thereof; and
- The NW 1/4 of the SE 1/4 of Section 25, Township 89 North, Range 1 East of the 5th P.M., in Center Township, Dubuque County, Iowa.

Subarea G of the District consists of the real property legally described as follows:

- The South one-half of the Northwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.
- Lot 1 of Lot 1 of the Northwest Quarter of the Northwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.

- Lot 2 of McFadden Farm Place #2, in the City of Dubuque, Iowa.
- Lot 2 of McFadden Farm Place, in the City of Dubuque, Iowa.
- Lot A of Lot 1 of 1 of the Southwest Quarter of the Southwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.
- Lot A of Lot 1 of 1 of the Northwest Quarter of the Southwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.
- All in the City of Dubuque, Dubuque County, Iowa.

Subarea H of the District consists of the real property legally described as follows:

- Lot 1 of the Northeast ¼ of the Northeast ¼, and Lot 2 of Lot 1 of Lot 1 of Lot 2 of the Northeast ¼ of the Northeast ¼, of Section 30, in Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.

Subarea I of the District consists of the real property legally described as follows:

- Lot 2 Seippel Road Place #2, Dubuque County, Iowa.
- Lot 2-1-1 of the Southeast Quarter of the Southeast Quarter of Section 25, Township 89 North, Range 2 East of the 5th Principal Meridian, Dubuque County, Iowa

Subarea J of the District consists of the real property legally described as follows:

- Lot 2 Julien Care Place, Dubuque County, Iowa.
- Lot 3 Julien Care Place, Dubuque County, Iowa
- Lot 2-1 Julien Care Place, Dubuque County, Iowa

Subarea K of the District consists of the real property legally described as follows:

- Lot 1 of Dubuque Industrial Center North Third Addition, in the City of Dubuque, Iowa.

Subarea L of the District shall include the following described properties:

- Lot 1 of Loretta Bahl's Homestead, in the City of Dubuque, Iowa, comprised of Lot 1 of the West 30 Acres of the Southwest ¼ of the Southeast ¼, Section 19, Township 89 North, Range 2 East of the 5th P.M.

Subarea M of the District shall include the following described properties:

- Lot 2 of the Subdivision of Lot 2 of the Northeast ¼ of the Northeast ¼ of Section 30, Township 89 North, Range 2 East of the 5th P.M.

Subarea N of the District shall include the following described properties:

- Lot 1 of Dubuque Industrial Center North First Addition, in the City of Dubuque, Iowa; and
- All of the street right of way of Innovation Drive adjacent to Lot 1 of Dubuque Industrial Center North First Addition, in the City of Dubuque, Iowa.

Subarea O of the District shall include the following described properties:

- Lot 2 of Dubuque Industrial Center North Third Addition, in the City of Dubuque, Iowa; and
- A Part of Lot C in Dubuque Industrial Center North First Addition in the City of Dubuque, Iowa, being more particularly described as follows:
- Commencing at the northwest corner of Lot 1 in Dubuque Industrial Center North Second Addition in the City of Dubuque, Iowa;
- Thence North 87 degrees 35 minutes 13 seconds East along the north line of said Lot 1, 65.47 feet to the Point of Beginning;
- Thence North 87 degrees 35 minutes 13 seconds East continuing along said north line of Lot 1, 467.29 feet;
- Thence South 82 degrees 04 minutes 06 seconds East continuing along said north line of Lot 1, 212.63 feet;
- Thence North 19 degrees 12 minutes 36 seconds East, 433.37 feet, to a point on the easterly line of Lot 2 in Dubuque Industrial Center North Third Addition in the City of Dubuque, Iowa;
- Thence North 90 degrees 00 minutes 00 seconds West, 231.12 feet;
- Thence North 60 degrees 11 minutes 47 seconds West, 280.07 feet;
- Thence North 51 degrees 38 minutes 25 seconds West, 318.12 feet;

- Thence South 57 degrees 28 minutes 14 seconds West, 86.87 feet;
- Thence South 18 degrees 59 minutes 51 seconds East, 140.84 feet;
- Thence South 51 degrees 57 minutes 52 seconds East, 101.08 feet;
- Thence South 01 degree 57 minutes 06 seconds East, 108.09 feet;
- Thence South 33 degrees 59 minutes 54 seconds East, 90.10 feet;
- Thence South 44 degrees 57 minutes 34 seconds East, 130.53 feet;
- Thence South 12 degrees 19 minutes 12 seconds West, 171.97 feet;
- Thence South 87 degrees 35 minutes 13 seconds West, 260.33 feet;
- Thence South 02 degrees 35 minutes 19 seconds East, 40.00 feet, to the Point of Beginning, said part of Lot C contains 6.59 acres, more or less.
- All in the City of Dubuque, Iowa

Subarea P of the District shall include the following described properties:

- Lot 2 of Wertzberger Acres No. 3, in Table Mound Township, Dubuque County, Iowa, according to the recorded Plat thereof; and
- The Southwest 1/4 of the Northeast 1/4, Lot 1 of the Northwest 1/4 of the Northeast 1/4, Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4, and Lot 2 of the Southeast 1/4 of the Northeast 1/4, in Section 14, Township 88 North, Range 2 East of the 5th P.M., in Dubuque County, Iowa, according to United States Government Survey and the recorded Plats thereof, excepting therefrom that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 1 of the Northwest 1/4 of the Northeast 1/4 and of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 11.95 acres and as shown and described in the Warranty Deed filed as Instrument Number 2010-00003964 in the Dubuque County Recorder's Office, and excepting therefrom that land acquired for highway right of way by the Iowa Department of Transportation known as Lot B of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 0.62 acres and as shown and described in the Warranty Deed filed as Instrument Number 2011-00011776 in the Dubuque County Recorder's Office; and
- All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 1 of the Northwest 1/4 of the Northeast 1/4 and of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range

2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 11.95 acres and as shown and described in the warranty deed filed as instrument number 2010-00003964 in the Dubuque County Recorder's Office, and

- All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot B of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 0.62 acres and as shown and described in the warranty deed filed as instrument number 2011-00011776 in the Dubuque County Recorder's Office; and
- All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 2 of the Southwest 1/4 of the Northwest 1/4, all in Section 13, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 7.50 acres and as shown and described in the warranty deed filed as instrument number 2010-00007163 in the Dubuque County Recorder's Office; and
- A part of that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 2 of 3 of Archdiocese Place No. 2 at Key West in Section 11, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque and of Lot 2 of the Northwest 1/4 of the Northeast 1/4 and of Lot 2 of 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 1 of the Southeast Quarter of the Northeast Quarter, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 51.12 acres and as shown and described in the warranty deed filed as instrument number 2011-00018392 in the Dubuque County Recorder's Office, more particularly described as follows:
- Commencing at the east 1/4 corner of said section 14; thence south 87° (degrees) 30' (minutes) 08" (seconds) west (assumed bearing for the purpose of this description) on the south line of the northeast 1/4 of said section 14, a distance of 316.67 feet to the southeast corner of said lot 1 of the southeast 1/4 of the northeast 1/4 which is on the present northwesterly right-of-way line of u.s. highway 61, being the point of beginning of the area herein described; thence continuing south 87°30'08" west on said south line, also being the south line of said lot 1 of the southeast 1/4 of the northeast 1/4, a distance of 744.37 feet to the west line of said lot 1 of the southeast 1/4 of the northeast 1/4; thence north 01°46'59" west on said west line, 365.46 feet; thence north 02°36'29" west on said west line, 258.32 feet to the northwesterly line of said lot 1 of the southeast 1/4 of the northeast 1/4; thence north 15°33'01" east on said northwesterly line, 189.90 feet; thence north 20°16'31" east on said northwesterly line, 100.25 feet;

thence north 31°16'30" east on said northwesterly line, 371.74 feet; thence north 51°35'55" east on said northwesterly line, 46.89 feet; thence north 26°34'03" east on said northwesterly line, 112.65 feet to the northwest corner of said lot 1 of the southeast 1/4 of the northeast 1/4, also being the southwest corner of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4; thence north 35°25'51" east on the westerly and southwesterly line of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, a distance of 200.90 feet; thence north 01°11'53" west on said westerly and southwesterly line, 284.09 feet; thence north 51°36'20" west on said westerly and southwesterly line, 173.35 feet; thence south 73°41'30" east a distance of 115.82 feet; thence south 48°36'34" east on the northeasterly line of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, 759.07 feet to the southeast corner of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, also being the northeast corner of said lot 1 of the southeast 1/4 of the northeast 1/4; thence south 02°41'19" east on the easterly line of said lot 1 of the southeast 1/4 of the northeast 1/4, a distance of 954.91 feet to the present northwesterly right-of-way line of u.s. highway 61; thence south 38°00'39" west on said northwesterly right-of-way line, 485.62 feet to the point of beginning, containing 31.49 acres, more or less; and

- An 80-foot-wide strip of land in the Southeast Half of Section 31, Township 89 North, Range 2 East, The Southwest Quarter of Section 32, Township 89 North, Range 2 East, the North Half of Section 5, Township 88 North, Range 2 East, the Northwest, Northeast, and Southeast Quarters of Section 4, Township 88 North, Range 2 East, the South Half of Section 3, Township 88 North, Range 2 East, the Southwest Quarter of Section 2, Township 88 North, Range 2 East, the Northwest, Northeast, and Southeast Quarters of Section 11, Township 88 North, Range 2 East, and the Northeast Quarter of Section 14, Township 88 North, Range 2 East, of the Fifth Principal Meridian, centered on the following described line:
- Commencing at the Southeast Corner of Lot B, Dubuque Industrial Center South First Addition, in the City of Dubuque, Dubuque County, Iowa (Record Doc. #2014-1397), at the Northerly Right-of-Way of Seippel Road; thence South 35°44'18" East (Record North 35°52'10" West) along the East Line of said First Addition, 11.13 feet; thence South 10°51'45" East, 40.00 feet to the centerline of Seippel Road, the **Point of Beginning**; thence North 79°08'15" East along said centerline, 1004.09 feet; thence Easterly along the centerline of U. S. Highway 52 and the extension thereof an arc length of 880.50 feet along a 1,200.00 foot radius curve being concave southerly, having a long chord of South 79°50'32" East, 860.88 feet; thence South 58°49'18" East along said centerline of U. S.

Highway 52, 2,489.33 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 3,363.36 feet along a 12,000.00 foot radius curve being concave Northeasterly, having a long chord of South 66°51'04" East, 3,352.36 feet; thence South 74°52'50" East along said centerline of U. S. Highway 52, 1318.07 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,569.39 feet along a 12,000.00 foot radius curve being concave Southwesterly, having a long chord of South 71°08'02" East, 1,568.27 feet; thence South 67°23'15" East along said centerline of U. S. Highway 52, 1093.39 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,414.18 feet along a 23,000.00 foot radius curve being concave Southwesterly, having a long chord of South 65°37'33" East, 1,413.95 feet; thence South 63°51'52" East along said centerline of U. S. Highway 52, 947.44 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,134.73 feet along a 8,000.00 foot radius curve being concave Northeasterly, having a long chord of South 67°55'41" East, 1,133.78 feet; thence South 71°59'29" East along said centerline of U. S. Highway 52, 3,507.89 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 7,787.63 feet along a 7,500.00 foot radius curve being concave Southwesterly, having a long chord of South 42°14'42" East, 7,442.46 feet; thence South 12°29'54" East along said centerline of U. S. Highway 52, 750.54 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 449.54 feet along a 4,000.00foot radius curve being concave Northeasterly, having a long chord of South 15°43'05" East, 449.31 feet, to the **End Point**, the sidelines of said 80-foot-wide strip of land are to be shortened or lengthened to the intersection of the easterly line of Dubuque Industrial Center South First Addition, in the City of Dubuque, Dubuque County, Iowa as recorded in Doc. #2014-1397 and the intersection of the northerly line of Lot 1 and Lot 1 of 1 as recorded in Doc. #2010-3964.

Subarea Q of the District shall include the following described properties:

- Lot 1-5 of Dubuque Industrial Center West 5th Addition in the City of Dubuque, Iowa
- All in the City of Dubuque, Iowa

Subarea R of the District shall include the following described properties:

- Part Lot 3 in the Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, Except Lot 'A' of Lot 3 in Dubuque Industrial

Center North First Addition in the City of Dubuque, Dubuque County, Iowa, described as follows: Commencing at the southeast corner of said Lot 3; thence N00°36’04”W, 364.16 feet along the east line of said Lot 3; thence S89°24’16”W, 502.28 feet along the outside face of the south wall of the existing building to the point of beginning; thence S00°35’44”E,

- 37.00 feet; thence S89°24’16”W, 170.00 feet; thence N00°35’44”W, 32.00 feet; thence S89°24’16”W, 210.00 feet; thence N00°35’44”W, 362.00 feet; thence N89°24’16”E, 255.00 feet to the northerly extension of the outside face of the west wall of the existing building; then S00°35’44”E, 357.00 feet along said face of the west wall of the southwest corner of the existing building; thence N89°24’16”E, 125.00 feet along the face of the south wall of the existing building to the point of beginning, containing 2.258 acres.

Subarea S of the District shall include the following described properties:

- Lot 2 of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa

Subarea T of the District shall include the following described properties:

- The East 10 Acres of the Southwest Quarter of the Southeast Quarter of Section 19, T89N, R2E, of the 5th P.M., Dubuque County, Iowa

Subarea U of the District consists of the real property legally described as follows:

- All of Lot 1 of Airborne Place, in the City of Dubuque, Iowa; and
- All of the Airborne Road right of way adjacent to Lot 1 of Airborne Place, in the City of Dubuque, Iowa, being the same area described as Acquisition Parcel 154, in Part of Lot 2-2 of South Fork Industrial Subdivision No. 1, Per Instrument Number 2018-10004 in the office of the Dubuque County Recorder

Subarea V of the District consists of the real property legally described as follows:

- All that part of Lot 1 of Dubuque Industrial Center South Fourth Addition in the City of Dubuque Iowa lying west of the west line of the Southwest Quarter of Section 31, Township 89 North, Range 2 East of the 5th P.M.,

Subarea W of the District consists of the real property legally described as follows:

- Lot 1 of Lot 4 of Dubuque Industrial Center West 4th Addition in the City of Dubuque, Iowa, according to the recorded plat thereof

Subarea X of the District consists of the real property legally described as follows:

- Lot 7 and Lot 8 of Dubuque Industrial Center West 2nd Addition in the City of Dubuque Iowa, according to the recorded plat thereof

Subarea Y of the District consists of the real property legally described as follows:

- Lot 2 of McFadden Farm Place #3 in the City of Dubuque, Iowa

All in the City of Dubuque, Iowa.

MINUTES

CONSULTATION WITH AFFECTED TAXING BODIES for the Amended and Restated URBAN RENEWAL PLAN 2026.1 for the Dubuque Industrial Center West Urban Renewal Area:

Tuesday, March 24, 2026 at 10:00 a.m.
Microsoft Teams

Join: https://teams.microsoft.com/meet/26297051090974?p=ErpPWxnORHUlNjqYJw
Meeting ID: 262 970 510 909 74
Passcode: jm9d5nS7

Meeting Commenced: 10:00 a.m.

Present: No representatives from the taxing bodies were in attendance.

Meeting Adjourned: 10:15 a.m.



Joe Link

Economic Development Financial Specialist, City of Dubuque

Prepared by Joe Link, Economic Development, 1300 Main St., Dubuque, IA 52001, (563) 589-4393
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4121

RESOLUTION NO. ___-26

APPROVING THE AMENDED AND RESTATED URBAN RENEWAL PLAN, VERSION 2026.1, FOR THE DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT.

Whereas, by Resolution 87-26 adopted on March 16, 2026, the City Council of the City of Dubuque, Iowa authorized the preparation of an Amended and Restated Urban Renewal Plan (the “Amended and Restated Urban Renewal Plan” or “Plan”) for the Dubuque Industrial Center Economic Development District (the "District"); and

Whereas, the Amended and Restated Urban Renewal Plan for the District, Version 2026.1, is on file in the City Clerk's Office; and

Whereas, the City Council’s primary objective for the Amended and Restated Urban Renewal Plan for the District is to expand the District by adding certain property to be designated as a new Subarea Y as shown in the Amended and Restated Urban Renewal Plan, Version 2026.1, to provide opportunities which will further economic development purposes and objectives as described in the Plan; and

Whereas, a consultation process has been undertaken with affected taxing entities in accordance with Chapter 403 of the Code of Iowa and no written objections or recommended changes to the Plan have been received; and

Whereas, the City Council, in accordance with Chapter 403 of the Code of Iowa, has held a public hearing on the Amended and Restated Urban Renewal Plan after public notice thereof.

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

Section 1. That the Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District, Version 2026.1, is hereby approved.

Section 2. That a feasible method exists for the location of any families who will be

displaced from the District, as amended, into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families; and that the Amended and Restated Plan conforms to the general plan of the City as a whole. With respect to any real property in the District acquired by the City in connection with the land and projects included in the Plan, non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the District, as amended, continues to be an area for economic development (commercial and industrial) within the meaning of Iowa Code Chapter 403; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Iowa Code Chapter 403; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this City.

Section 4. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, the Amended and Restated Plan shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan.

Section 5. That the City Clerk of the City of Dubuque, Iowa is hereby authorized and directed to file a certified copy of this Resolution in the office of the Dubuque County Auditor.

PASSED, APPROVED and ADOPTED this 20th day of April, 2026.

_____
Brad M. Cavanagh, Mayor

ATTEST:

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
April 20, 2026

City of Dubuque
City Council

PUBLIC HEARINGS # 13.

ITEM TITLE:	Public Works Concrete Banding and Crack Sealing Project
SUMMARY:	Proof of Publication on notice of public hearing to consider approval of the plans, specifications, form of contract and construction estimate of $228,494.00 for the Public Works Concrete Banding and Crack Sealing Project through the adoption of the attached resolution and City Manager recommending approval. RESOLUTION Public Works Concrete Banding and Crack Sealing Project — Approval of Plans, Specifications, Form of Contract, And Estimated Cost
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Public Works Concrete Banding and Crack Sealing Project Public Hearing
2. 2026-04-13_PennLorasPaveRehab-InitiateMemo
3. PennLorasPaveRehab - PH RESOLUTION

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Public Works Concrete Banding and Crack Sealing Project
Public Hearing

DATE: April 15, 2026

Assistant Public Works Director – Project Manager Max O'Brien is recommending City Council approve the plans, specifications, form of contract and construction estimate of $228,494.00 for the Public Works Concrete Banding and Crack Sealing Project through the adoption of the attached resolution.

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
Arielle Swift, Public Works Director
Max O'Brien, Assistant Public Works Director - Project Manager

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Max O'Brien, Assistant Public Works Director – Project Manager

DATE: April 16, 2026

SUBJECT: Public Works Concrete Banding and Crack Sealing Project
Public Hearing

INTRODUCTION

This memorandum and attached resolution is in reference to the City Council public hearing for the Public Works Concrete Banding and Crack Sealing Project.

DISCUSSION

This project includes the rehabilitation of approximately 0.52 centerline miles of concrete pavement along Pennsylvania Avenue and approximately 0.88 centerline miles of concrete pavement along Loras Boulevard. Rehabilitation will consist of providing 4" sealant for any cracks or joints under 3" in width. For any cracks or joints over 3" in width a 6" mastic banding will be provided.

This project was originally identified as needed and was planned for completion in late 2026 or early 2027, however the project was rescheduled to accommodate the upcoming RAGBRAI event for safety purposes. While not specifically budgeted, the project is utilizing general recurring pavement rehabilitation CIP's that are budgeted each year.

PROJECT SCHEDULE

The proposed schedule for the project is as follows:

Initiate Public Bidding Process & Notice of Public Hearing	April 6, 2026
Publish Notice to Bidders, Advertise for Bids	April 8, 2026
Pre Bid Meeting	April 20, 2026
Public Hearing on Plans & Specifications	April 20, 2026
Receipt of Bid Proposals (Bid-Letting)	April 23, 2026
Award Construction Contract	May 4, 2026
Substantial Completion	July 11, 2026
Final Project Completion Date	July 15, 2026

BUDGET IMPACT

The estimate of probable cost for the Public Works Concrete Banding and Crack Sealing Project is summarized as follows:

Description	Estimate
Construction	$ 228,494.00
Contingency (10%)	$ 22,849.40
Engineering (10%)	$ 22,849.40
Total Project Cost	**$ 274,192.80**

The construction of the Public Works Concrete Banding and Crack Sealing Project will be covered by the funding sources as described below:

Project No.	Fund Description	Fund Amount
5521000034-110-67990	Pave Press Joint Seal	$45,000.00
5521000034-310-67990	Pave Press Joint Seal	$200,000.00

Any project construction overages would be covered through a future budget amendment request through the CIP and amounts shown below, if needed.

Fund Future Budget Amendment Project Contingency Funding		
5521000018-110-67990	Pavement Rehabilitation	$300,000.00
5521000018-301-67990	Pavement Rehabilitation	$600,000.00

ACTION STEP

I respectfully request that the City Council conduct a public hearing and approve the plans, specifications, form of contract and construction estimate for the Public Works Concrete Banding and Crack Sealing Project through the adoption of the attached resolution.

cc: Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Arielle Swift, Public Works Director

Prepared by Max O'Brien City of Dubuque Public Works, 925 Kerper Ct. Dubuque, IA 52001 (563)589-4250
Return to Adrienne N. Breitfelder City Clerk City of Dubuque, 50 W. 13th St. Dubuque, IA 52001 (563)589-4100

RESOLUTION NO. _____ -26

PUBLIC WORKS CONCRETE BANDING AND CRACK SEALING PROJECT

APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST

Whereas, the Public Works Concrete Banding and Crack Sealing Project will include the rehabilitation of approximately 0.52 centerline miles of concrete pavement along Pennsylvania Avenue and approximately 0.88 centerline miles of concrete pavement along Loras Boulevard. Rehabilitation will consist of providing 4" sealant for any cracks or joints under 3" in width. For any cracks or joints over 3" in width a 6" mastic banding will be provided; and

Whereas, the City Council, by Resolution No. 113-26, dated April 6, 2026, preliminarily approved the plans, specifications, form of contract, and estimated cost for the Public Works Concrete Banding and Crack Sealing Project; and

Whereas, pursuant to published notice and published advertisement for bids, a public hearing was held on April 20, 2026, on the plans, specifications, form of contract, and estimated cost for the Public Works Concrete Banding and Crack Sealing 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 Public Works Concrete Banding and Crack Sealing Project in the estimated construction amount of $228,494.00, are hereby approved.

Passed, adopted and approved this the 20th day of April 2026.

Attest: _____ Brad M. Cavanagh, Mayor

_____
Adrienne N. Breitfelder, City Clerk

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April 20, 2026

City of Dubuque
City Council

PUBLIC HEARINGS # 14.

ITEM TITLE:	Ordinance Amendment - Residential Parking Permit District A
SUMMARY:	Proof of Publication on notice of public hearing to consider approval of the amendment of the Residential Parking Permit District (RPPD) for District A along Grace Street and City Manager recommending approval. ORDINANCE Amending City of Dubuque Code of Ordinances Title 9 Motor Vehicles and Traffic, Chapter 14 Parking, Division 7 Residential Parking Permit Program, Section 9-14-321.733 Residential Parking Permit District A
SUGGUESTED DISPOSITION:	Receive and File; Motion B; Motion A

ATTACHMENTS:

1. MVM Memo Public Hearing for the Residential Parking Permit District Amendment – District A
2. Amendment to RPPD A on Grace St - PH Memo
3. 9-14-321.733_RPPD A_Amendment_4-2-26 (002)
4. 2025-12-08 Petition and Cover letter

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Public Hearing for the Residential Parking Permit District Amendment – District A

DATE: April 14, 2026

City Engineer Gus Psihoyos is recommending City Council approve the amendment of the Residential Parking Permit District (RPPD) for District A along Grace Street.

The petition, which was submitted on December 8, 2025, represents in excess of 60 percent (60%) of the dwelling units along Grace Street between Ida Street and N. Grandview Avenue as is required under the ordinance. This proposed area is from 1830 Grace Street, where the last RPPD sign is placed, to 1730 Grace Street. This would be classified as shorter than two block faces, although from the City's parking study of this area indicates that during the requested time period, at least 80 percent (80%) of the curbside spaces were utilized, and at least 25 percent (25%) of such curbside parking spaces were utilized by non-resident parkers. The existing RPPD hours are 7:30 a.m. to 11 p.m. except Sundays and holidays. The petition, therefore, meets the requirements of the RPPD amendment ordinance.

I concur with the recommendation and respectfully request Mayor and City Council approval of the amendment of the residential parking permit ordinance.

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Justine Hull, Traffic Engineer
Ryan Knuckey, Director of Transportation Services
Russ Stecklein, Transportation Services Operations Supervisor
Joey Lueck, Transit Data Analyst

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TO: Michael C. Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer

DATE: April 13, 2026

RE: Public Hearing for the Residential Parking Permit District Amendment – District A

INTRODUCTION
This memorandum requests the City Council conduct a public hearing to approve the amendment of the Residential Parking Permit District (RPPD) for District A along Grace Street.

BACKGROUND
In 1985, the City adopted an ordinance providing for the establishment of Residential Parking Permit Districts. The purpose of such districts is to reduce traffic congestion resulting from the use of parking within residential districts by persons not residing within the district, to protect the residents of these districts from an unreasonable burden in gaining access to their residences, to preserve the character of such districts as residential districts, and other various purposes. A Residential Parking Permit District designation can be made only after a petition of residents representing 60 percent (60%) of the dwelling units in a proposed area is received, a parking study is conducted by the City Engineer, and a public hearing is held by the City Council.

To be eligible for a RPPD designation, the proposed district must include at least four (4) block faces or contain 50 parking spaces, must have at least 80 percent (80%) of the curbside parking utilized during peak periods, and must have at least 25 percent (25%) of such utilization by non-residents of the area. A petition may be considered for an area which contains less than four (4) adjacent block faces or fifty (50) curb parking spaces if there are extenuating conditions that render such requirement unreasonable. Upon the recommendation of the City Manager, such requirement may be waived by the City Council if it finds that the proposed residential district is isolated or separated from other residential areas by topographical features or by commercial area. Upon designation as an RPPD, no one can park curbside in the district during the restricted hours without a residential or guest parking permit.

Amendments to an existing district are governed by established procedures to ensure consistency and neighborhood support. Requests to expand or reduce a district must be submitted to the City Manager through a petition signed by an adult representative of at least 60 percent (60%) of the affected residential dwelling units. Changes to the days or

times of restrictions must follow the same standards required for creating a new district. Proposed boundary adjustments must generally include a minimum of two block faces, unless unique circumstances make that requirement impractical. Any approved expansion will adopt the same parking restriction days and times as the existing district to maintain uniformity.

DISCUSSION

The petition, which was submitted on December 8, 2025, represents in excess of 60 percent (60%) of the dwelling units along Grace Street between Ida Street and N. Grandview Avenue as is required under the ordinance. This proposed area is from 1830 Grace Street, where the last RPPD sign is placed, to 1730 Grace Street. This would be classified as shorter than two block faces, although from the City's parking study of this area indicates that during the requested time period, at least 80 percent (80%) of the curbside spaces were utilized, and at least 25 percent (25%) of such curbside parking spaces were utilized by non-resident parkers. The existing RPPD hours are 7:30 a.m. to 11 p.m. except Sundays and holidays. The petition, therefore, meets the requirements of the RPPD amendment ordinance.

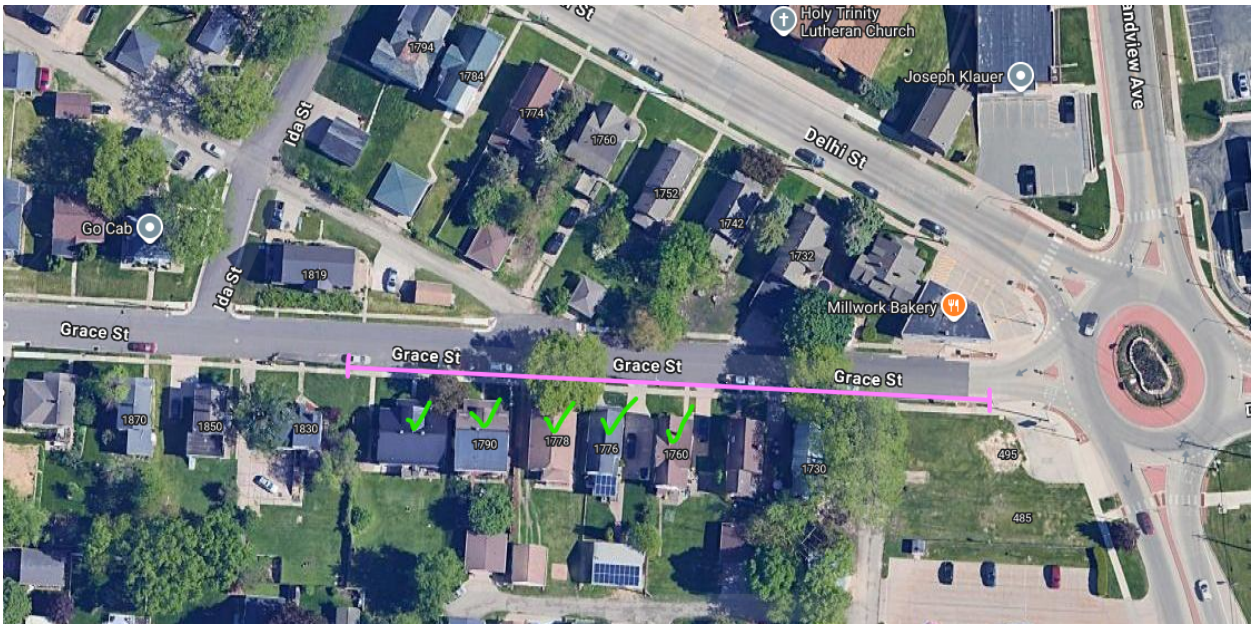


Figure 1. Proposed extension of District A along Grace St.

Attached is the cover letter that accompanied the petition and the petition request from the requester at 1808 Grace Street.

RECOMMENDATION

I recommend the City Council conduct a public hearing and approve the amendment of the Residential Parking Permit District (RPPD) for District A along Grace Street.

BUDGET IMPACT

The estimate of probable cost for the amendment to District A is summarized in the following table:

Description	Cost Estimate
Signage – additional installation	$250.00
Total Cost Estimate	**$ 250.00**

ACTION TO BE TAKEN

I respectfully request the City Council approval to approve the amendment for the RPPD for District A along Grace Street.

Attachment
Prepared by: Justine Hull, Traffic Engineer
cc: Ryan Knuckey, Director of Transportation Services
Russ Stecklein, Transportation Services Operations Supervisor
Joey Lueck, Transit Data Analyst
Crenna Brumwell, City Attorney

Prepared by: Crenna M. Brumwell, Esq. 300 Main Street Suite 330 Dubuque IA 52001 563 589-4381

ORDINANCE NO. _____-26

AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 9 MOTOR VEHICLES AND TRAFFIC, CHAPTER 14 PARKING, DIVISION 7 RESIDENTIAL PARKING PERMIT PROGRAM, SECTION 9-14-321.733 RESIDENTIAL PARKING PERMIT DISTRICT A

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

Section 1. Section 9-14-321.733 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

9-14-321.733: RESIDENTIAL PARKING PERMIT DISTRICT A:

A. The following described area constitutes a residential parking permit district designated as residential parking permit district A:

Grace Street, from North Algona Street to North Grandview Avenue.

B. No vehicle shall park curbside in residential parking permit district A during the hours of seven thirty o'clock (7:30) A.M. to eleven o'clock (11:00) P.M. daily, except Sundays and holidays, without displaying a valid parking permit issued by the city.

Section 2. This Ordinance shall take effect upon publication.

Passed, approved, and adopted this ___ day of _____, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish L. Gleason, Assistant City Clerk

EFFECT OF AMENDMENT

9-14-321.733: RESIDENTIAL PARKING PERMIT DISTRICT A:

A. The following described area constitutes a residential parking permit district designated as residential parking permit district A:

Grace Street, from North Algona Street to North Grandview Avenue.

B. No vehicle shall park curbside in residential parking permit district A during the hours of seven thirty o'clock (7:30) A.M. to eleven o'clock (11:00) P.M. daily, except Sundays and holidays, without displaying a valid parking permit issued by the city.

I, Abraham Grutz, am typing this cover letter to clarify why I would like to extend district A reserved parking to the end of Grace St.

This petition is very important to my neighbors and myself as well as my 57 year old mother. There are no shortage of reasons why moving this sign would be beneficial for the whole block.

Living by a school, greatly reduces the number of parking spots in front of my house when I get off work. Almost every day, not including summer and major holidays, I expect there to be no spots. Either these students will double park, or park bumper to bumper leading to being boxed in. I've had to call into work multiple times because of this.

Neighbors of mine have had to call the cops to get vehicles towed away because they're driveways will sometimes also be blocked because everyone tries to squeeze in. even if the vehicles don't block their driveways, they park extremely close which makes it really difficult to see around and pull out. This also makes it impossible for our trash to be picked up by the city. When we pull our trash into the street to make sure it gets taken, these students will move them.. This happened three weeks in a row. I live in one of about three houses or so on the street, without a driveway. So I greatly depend on open spots for my mother, other neighbors in the apartment building and myself. When there are no spaces, this forces us to park in the church parking lot on Grandview. This gets frustrating, especially when my mother with health problems needs to walk a couple hundred feet to get home. You can only park on one side of the street.

In the winter, I fear shoveling out spaces in front of my house, knowing full well they will be taken by these students. That goes for all of my neighbors. So I was told when getting petition signed. They were all overjoyed when I came by with this petition.

This is all an even bigger hassle when in the winter, snow banks take up even more spaces. Realistically in the winter, with all of the snow banks, and driveway entrances, you maybe could fit ten vehicles on the street. All year round, the whole street, starting at my house and up is completely vacant. When you get to my house, there are a huge, overwhelming cluster of vehicles. This does not make sense to me.

This ordeal, is extremely important to my whole block. If this petition gets passed, it would save me and my neighbors a lot of stress.

CITY OF DUBUQUE, IOWA

PETITION FOR RESIDENTIAL PARKING PERMIT DISTRICT AMENDMENT

AREA ADDITION

We, the undersigned citizens, respectfully petition the City Council to amend Resident Parking Permit District "A" by ADDING an area to this existing district as established in City Ordinance.

Amendment to existing district is as follows:

Street(s) within existing District "A" include:

Grace St between 1998 Grace St and 1850 Grace St.

District "A" has the following day/time parking restrictions:

7:30A - 11P except Sundays + Holidays.

Street(s) to be ADDED to existing District "A" include:

Continue along Grace St from 1830 Grace St to end at N. Grandview Ave, (1730 Grace St.)

We sign with the knowledge that the ADDED area will inherit the same days/times for parking restrictions as established within the current district. If approved, participation in the program is manadatory, only those vehicles with a permit shall be permitted to park curbside in the district during the restricted hours.

All existing criteria of City Ordinance will remain in affect, which include the following:

An annual fee shall be charged per vehicle for a Residential Parking Permit; not more than two (2) Residential Parking Permits shall be issued to any dwelling unit; and only vehicles with a permit shall be allowed to park curb side in the district between the hours identified above and as identified by City Council. Guest Permits will be issued in accordance with the City of Dubuque Code of Ordinances.
(The annual fee and Code of Ordinance is subject to change by City Council action)

Information to be submitted include:

- ** Cover letter explaining request;*
- ** Map showing the boundaries of the proposed area to be ADDED to the existing district;*
- ** Petition that includes signatures from one adult member of at least sixty percent (60%) of the dwelling units in the area to be ADDED.*

SIGNATURE	ADDRESS	DATE
Courtney DeWulf	1776 Grace St	~~1700~~ 12/2/2025
Kim K. Sp	1760 GRACE ST	~~K2~~ 12/2/2025
Julie A Roling	1790 grace st	~~Jul~~ 12/2/2025
Preston Johnson	1808 Grace st	12-2-25
Gary Klostermann	1778 Grace St.	12-4-25

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April 20, 2026

City of Dubuque
City Council

ACTION ITEMS # 1.

ITEM TITLE:	East West Corridor Capacity Improvement Project Right of Way Property Acquisition Approve Offer to Buy Agreement 2300 University Avenue (Butt Property)
SUMMARY:	City Manager recommending City Council approve the Offer to Buy Real Estate and Acceptance Agreement between the City of Dubuque and Stephen J. Butt Trust and Patricia J. Schroeder Trust for the property located at 2300 University Avenue and authorize the City Manager to execute purchase agreement. RESOLUTION Approving Offer to Buy Real Estate and Acceptance Agreement between the City of Dubuque and Stephen J. Butt Trust and Patricia J. Schroeder Trust
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo East - West Corridor Capacity Improvement Project
2. Butt Property 2300 University Offer to Buy Approve Agreement - Staff MEMO
3. Butt Property 2300 University Offer to Buy Approve Agreement - RESOLUTION
4. Butt Property 2300 University Offer to Buy 04082026 - Signed

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: East - West Corridor Capacity Improvement Project
Right-of-Way Property Acquisition
Approve Offer to Buy Agreement - 2300 University Avenue (Butt Property)
Project No. 5521000001

DATE: April 16, 2026

Assistant City Engineer Robert Schiesl is recommending City Council approve the Offer to Buy Real Estate and Acceptance Agreement between the City of Dubuque and Stephen J. Butt Trust and Patricia J. Schroeder Trust for the property located at 2300 University Avenue, and authorize the City Manager to execute purchase agreement.

Following the completion of an appraisal process, the City initiated good faith negotiations with the Stephen J. Butt Trust and Patricia J. Schroeder Trust representatives. The City presented an Offer to Buy to the Seller for the Just Compensation Valuation amount of $650,000, which has been accepted by the Seller.

The adopted FY26 budget includes $1,000,000 to continue to advance the development of East-West Corridor Capacity Improvements along University Avenue.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Robert Schiesl, Assistant City Engineer
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Nathan Steffen, Civil Engineer

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TO: Michael C. Van Milligen, City Manager

FROM: Robert Schiesl, Assistant City Engineer

SUBJECT: East - West Corridor Capacity Improvement Project
Right-of-Way Property Acquisition
Approve Offer to Buy Agreement - 2300 University Avenue (Butt Property)
Project No. 5521000001

DATE: April 14, 2026

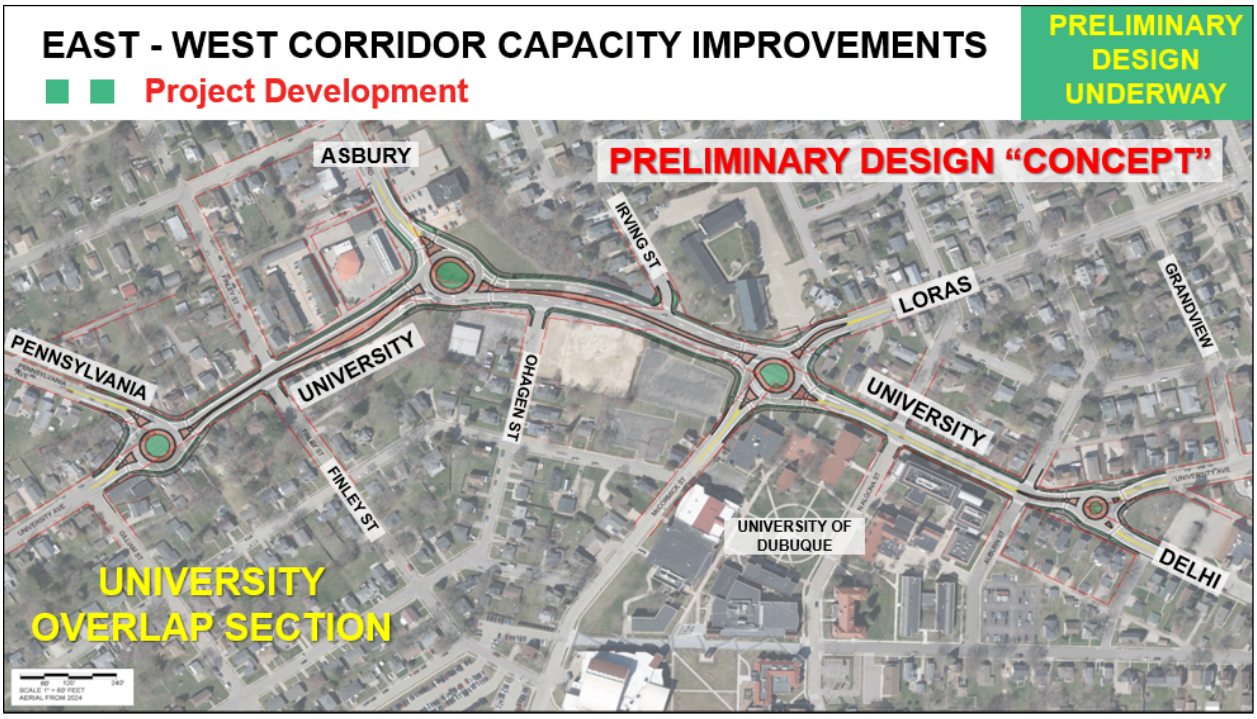
INTRODUCTION

The purpose of this memorandum is to provide the City Council with information and request City Council approval of the Offer to Buy Real Estate and Acceptance Agreement between the City of Dubuque and Stephen J. Butt Trust and Patricia J. Schroeder Trust for the property located at 2300 University Avenue.

BACKGROUND

The City and consultant team are currently working to complete the Preliminary Engineering Design and Environmental Clearance Phase to advance the development of East-West Corridor Capacity Improvements along University Avenue.

The graphic below shows the most recent preliminary design concept for corridor improvements at Delhi, Loras, Asbury, and Pennsylvania intersections.

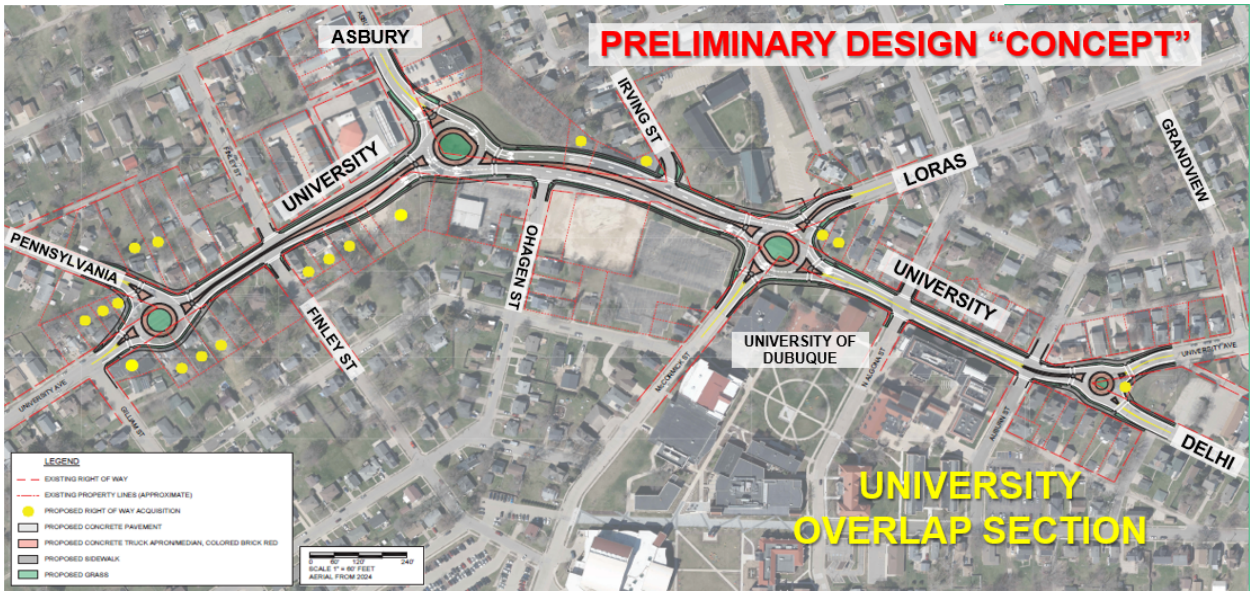


In 2024, Steve and Sue Butt, representing the Schroeder Rev Trust and Butt Trust, approached the City about their property located at 2300 University Avenue, and inquiring if the City would be interested in purchasing said property. Steve and Sue Butt stated they have been unable to sell their property due to the uncertainty related to any potential impact to their property that may result from the planned East-West Corridor Capacity Improvements.

At that time, staff explained that the City was working through the preliminary design phase, evaluating alternatives, and that property impacts along the corridor were not yet determined.

PRELIMINARY DESIGN DEVELOPMENT

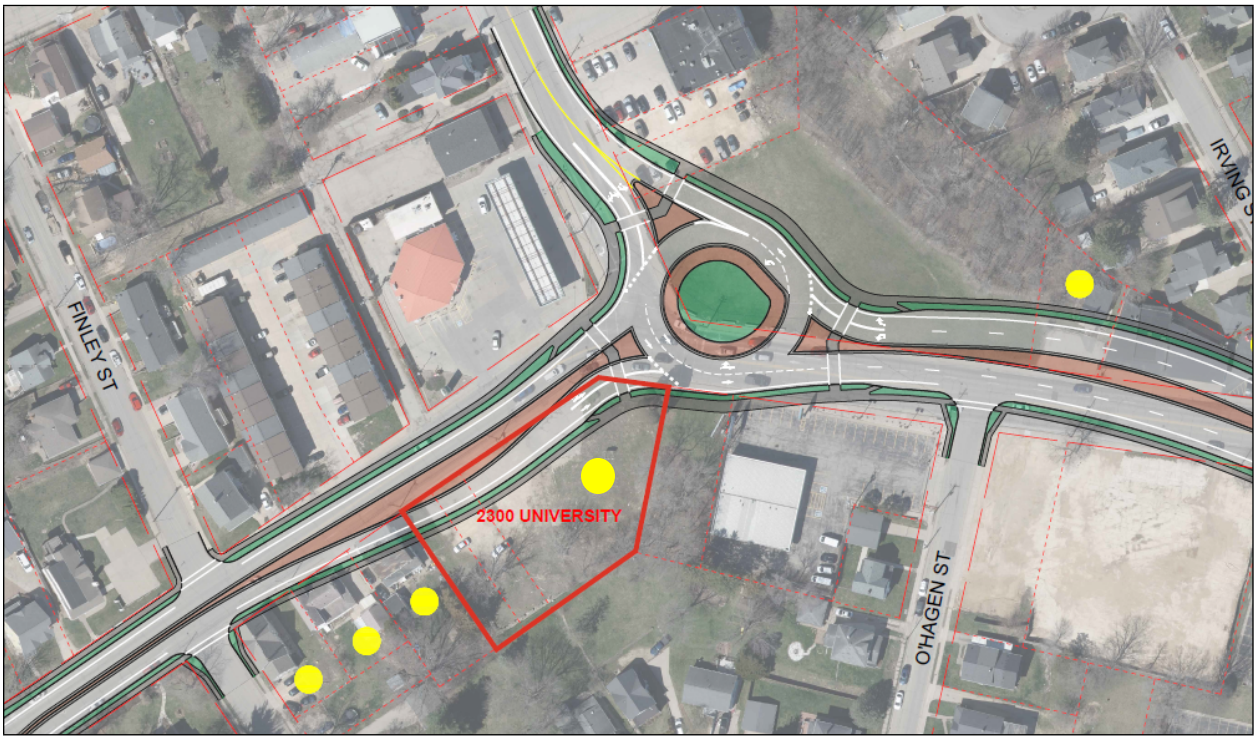
In February 2025, the City hosted an open house public information meeting for the East-West Corridor Capacity Improvements. The preliminary design and results of the environmental study were presented to stakeholders and the public to review and provide input. The consultant is currently using that feedback as they continue to refine the preliminary design for the corridor improvements. Based on the design development to date, the graphic below shows the most current corridor improvements, with the yellow dots representing potential property impacts, including property acquisitions and relocations.



2300 UNIVERSITY AVENUE PROPERTY

The subject property is a vacant commercial site at the intersection of University Avenue and Asbury Road. It consists of three parcels totaling 31,010 square feet. The property has been listed for sale periodically over the last 10 years but there are no active listings for the property. The most recent 2024 listing sale price was for $1,000,000. The previous listing from 2022 was for $695,000.

Based on the preliminary design, the frontage of the subject property along University Avenue will be impacted and thus leaving the remainder of the property as an uneconomic remnant. The graphic below shows the most current corridor improvements in relation to the subject property.



PROTECTIVE PURCHASE

The City feels that the advance acquisition of the Schroeder Rev Trust and Butt Trust property as a protective purchase to preserve the corridor for the future reconstruction of the University Avenue - Asbury Road Intersection would be in the best interest of the public. Based on the owners documented and demonstrated interest in selling the property, should the currently vacant property be purchased and redeveloped, this would significantly increase the cost to acquire the property at a future date.

CERTIFIED APPRAISAL PROCESS

The City retained the services of Cook Appraisal and Hattery Real Estate Appraisals to provide real estate property Acquisition Appraisal Services. The appraisal work was completed in accordance with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act and the Iowa Department of Transportation's *Appraisal Policy & Procedures Manual*, *Appraisal Operational Manual.*

JUST COMPENSATION VALUATION

Cook Appraisal has completed the Acquisition Valuation Appraisal, and Hattery Real Estate Appraisals has completed the Acquisition Review Appraisal which has established the certified Just Compensation Valuation (Fair Market Value) for 2300 University Avenue property. The valuation for the subject property is shown in the following table:

Property Owner	Land Type	Current Land Use	Acquisition Type	Just Compensation Value
Schroeder Rev Trust and Butt Trust	Commercial	Vacant	Total Acquisition	$650,000

GOOD FAITH NEGOTIATIONS

Following the completion of the appraisal process, the City initiated good faith negotiations with the Stephen J. Butt Trust and Patricia J. Schroeder Trust representatives (Seller). The City presented an Offer to Buy to the Seller for the Just Compensation Valuation amount of $650,000, which has been accepted by the Seller.

RECOMMENDATION

I recommend the advance acquisition of the 2300 University Avenue property would be in the best interest of the public and respectfully request the approval of the accepted Offer to Buy Real Estate and Acceptance Agreement between the City of Dubuque and Stephen J. Butt Trust and Patricia J. Schroeder Trust for said property.

BUDGET IMPACT

The adopted FY26 budget includes $1,000,000 to continue to advance the development of East-West Corridor Capacity Improvements along University Avenue.

REQUESTED ACTION

The Mayor and City Council are requested to approve the Offer to Buy Real Estate and Acceptance Agreement between the City of Dubuque and Stephen J. Butt Trust and Patricia J. Schroeder Trust for the property located at 2300 University Avenue, and authorize the City Manager to execute purchase agreement.

Prepared by Robert Schiesl, Assistant City Engineer

cc: Gus Psihoyos, City Engineer
Jenny Larson, Chief Financial Officer
Nathan Steffen, Civil Engineer

Prepared by Robert Schiesl City of Dubuque Engineering, 50 W. 13th St. Dubuque, IA 52001 (563)589-4270
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. _____-26

APPROVING OFFER TO BUY REAL ESTATE AND ACCEPTANCE AGREEMENT BETWEEN THE CITY OF DUBUQUE AND STEPHEN J. BUTT TRUST AND PATRICIA J. SCHROEDER TRUST

WHEREAS, the City is currently working to complete the Preliminary Engineering Design and Environmental Clearance Phase to advance the development of East-West Corridor Capacity Improvements along University Avenue; and

WHEREAS, representatives from the Stephen J. Butt Trust and Patricia J. Schroeder Trust inquired if the City would be interested in purchasing their property located at 2300 University Avenue; and

WHEREAS, based on the preliminary design, the frontage of the 2300 University Avenue property will be impacted and potentially leaving the remainder of the property as an uneconomic remnant; and

WHEREAS, the advance acquisition of the 2300 University Avenue property as a protective purchase to preserve the corridor for the future reconstruction of the University Avenue - Asbury Road Intersection would be in the best interest of the public; and

WHEREAS, the City had real estate property acquisition appraisals completed to establish the certified Just Compensation Valuation (Fair Market Value) in accordance with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act and the Iowa Department of Transportation's Appraisal Policy & Procedures Manual, Appraisal Operational Manual; and

WHEREAS, the City initiated good faith negotiations with the Stephen J. Butt Trust and Patricia J. Schroeder Trust representatives (Seller) and presented an Offer to Buy to the Seller for the Just Compensation Valuation amount of $650,000, which has been accepted by the Seller.

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

SECTION 1. The Offer to Buy Real Estate and Acceptance Agreement between the City of Dubuque and Stephen J. Butt Trust and Patricia J. Schroeder Trust is hereby approved and the City Manager is hereby directed to execute the said purchase agreement.

Passed, approved and adopted this 20th day of April 2026.

Attest: _____ Brad M. Cavanagh, Mayor

_____
Trish L. Gleason, Assistant City Clerk

OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: Stephen J. Butt Trust Dated September 13, 2022 and Patricia J. Schroeder Trust Dated September 18, 2020, Seller

SECTION 1. REAL ESTATE DESCRIPTION. The City of Dubuque, Iowa (Buyer) offers to buy all of Seller's right, title, and interest in and to the real estate in Dubuque County, Iowa, described as follows:

Lots 13, 14, and 15 in Finley, Waples & Burton's Addition to the City of Dubuque, Iowa, according to the recorded plat thereof; and

The Easterly ½ of Lot 16 in Finley, Waples & Burton's Addition to the City of Dubuque, Iowa, according to the recorded plat thereof; and

The West ½ of Lot 16 in John W. Finley, Wm. D. Waples & George W. Burton's Plat of Mineral Lot 168 in Township 89 North, Range 2 East of the 5th P.M., in the City of Dubuque, Iowa, according to the recorded plat thereof

locally known as 2300 University Avenue, in Dubuque, Iowa, as shown on the exhibit attached hereto (the Real Estate) together with any easements and appurtenant servient estates, but subject to the following: a. any zoning and other ordinances; b. any covenants of record; c. any easements of record for public utilities, roads, and highways designated the Real Estate.

SECTION 2. PURCHASE PRICE. The Purchase Price shall be as follows:

Cash at closing	
2300 University	$650,000.00
Total	**$650,000.00**

Subject to all of the terms and conditions herein.

SECTION 3. REAL ESTATE TAXES. Taxes for the fiscal year in which the closing takes place shall be paid by Seller prorated to the date of possession. Seller shall also pay any unpaid real estate taxes for prior fiscal years.

SECTION 4. POSSESSION. If Seller timely performs all obligations, and all contingencies are met or waived, possession of the Real Estate shall be delivered to Buyer on May 8, 2026 (the Closing Date), or such other date as the parties may agree in

writing with any adjustments of taxes, rent, insurance, and interest to be made as of the date of transfer of possession.

SECTION 5. ABSTRACT AND TITLE. Seller, at Seller's expense, shall promptly obtain a lien search or an abstract of title to the Real Estate continued through the date of acceptance of this offer, and deliver it to Buyer for examination. It shall show merchantable title in Seller in conformity with this agreement, Iowa law and Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyer when the purchase price is paid in full. Seller shall pay the costs of any additional necessary abstracting and title work due to any act or omission of Seller, including transfers by or the death of Seller or its assignees.

SECTION 6. DEED. Upon payment of the purchase price, Seller shall convey the Real Estate to Buyer by Warranty Deed, free and clear of all liens, restrictions, and encumbrances.

SECTION 7. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. [Deleted].

SECTION 8. JOINDER BY SELLER'S SPOUSE. [Deleted].

SECTION 9. TIME IS OF THE ESSENCE. Time is of the essence in this contract.

SECTION 10. REMEDIES OF THE PARTIES.

10.1 If Buyer fails to timely perform this contract, Seller may forfeit it as provided in the Iowa Code, and all payments made shall be forfeited or, at Seller's option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) Seller may declare the entire balance immediately due and payable. Thereafter this contract may be foreclosed in equity and the Court may appoint a receiver.

10.2 If Seller fails to timely perform this contract, Buyer has the right to have all payments made returned to it.

10.3 Buyer and Seller also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for costs and attorney fees as permitted by law.

SECTION 11. APPROVAL OF COURT. If the sale of the Real Estate is subject to Court approval, the fiduciary shall promptly submit this contract for such approval. If this contract is not so approved, it shall be void.

SECTION 12. CONTRACT BINDING ON SUCCESSORS IN INTEREST. This contract shall apply to and bind the successors in interest of the parties.

SECTION 13. CONSTRUCTION. Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

SECTION 14. TIME FOR ACCEPTANCE. If this offer is not accepted by Seller on or before April 14, 2026 at 5:00 p.m., it shall become void and all payments shall be repaid to the Buyer.

SECTION 15. OTHER PROVISIONS.

15.1 The Offer is subject to final approval of the City Council of the City of Dubuque, Iowa in its sole discretion.

15.2 Following acceptance of this Offer by Seller, Buyer, its counsel, accountants, agents and other representatives, shall have full and continuing access to the Real Estate and all parts thereof, upon reasonable notice to Seller for the purpose of inspecting, surveying, engineering, test boring, performance of environmental tests and such other work as Buyer shall consider appropriate, provided that Buyer shall hold Seller harmless and fully indemnify Seller against any damage, claim, liability or cause of action arising from or caused by the actions of Buyer, its agents, or representatives upon the Real Estate (except for any damage, claim, liability or cause of action arising from conditions existing prior to any such entry upon the Real Estate), and shall have the further right to make such inquiries of governmental agencies and utility companies, etc. and to make such feasibility studies and analyses as Buyer considers appropriate. Notwithstanding any provision herein to the contrary, Buyer shall complete any such tests and inspections no later than ten (10) days prior to the Closing date.

15.3 Seller warrants that the rights of all tenants shall be terminated by Seller prior to closing and that there will be no tenants whose rights in the Real Estate survive the closing. This covenant shall survive the closing.

15.4 Environmental Provision.

(1) Seller warrants to the best of its knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, underground storage tanks, burial sites or private wastewater disposal systems located on the Real Estate, the Real Estate does not contain radon gas, asbestos or asbestos containing building materials, or urea-formaldehyde foam insulation, and Seller has done nothing to cause

or allow contamination of the Real Estate with hazardous wastes, substances, or pollutants. Seller warrants to the best of its knowledge and belief that the Real Estate is not subject to any local, state, or federal judicial or administrative action, investigation or order regarding any environmental matter. Seller shall provide Buyer with a properly executed Groundwater Hazard Statement showing no known wells, solid waste disposal sites, hazardous wastes, underground storage tanks, private burial sites or private wastewater disposal systems on the Real Estate.

15.5 Until ten (10) days prior to closing, Buyer shall have the right to terminate this agreement if environmental issues exist on the Real Estate that Buyer determines in its sole discretion do not permit Buyer to use the Real Estate for its intended use. Prior to terminating this Agreement pursuant to this section, Buyer shall offer Seller the opportunity to remediate the Real Estate to the satisfaction of Buyer in its sole discretion and at Seller's sole cost.

15.6 BUYER and SELLER expressly acknowledge that SELLER makes no representations or warranties, expressed or implied, as to the condition (environmental or otherwise) of the Real Estate, and BUYER expressly acknowledges and agrees that, as of the Closing Date and subject to Buyer's right of termination in paragraph 15.5, BUYER is purchasing the Real Estate "AS IS", "WHERE IS" and "WITH ALL FAULTS", latent and patent. Without limiting the generality of the foregoing, SELLER has not made, and hereby expressly disclaims, any representations or warranties whatsoever, express or implied, with respect to or relating to the Property, including, without limitation, any representations or warranties as to (i) merchantability, habitability or fitness of the Property for a particular purpose, and/or (ii) any environmental matters. BUYER expressly acknowledges that it is not authorized to rely, has not relied, and will not rely on any representation, statement or warranty of SELLER, or of any agent of representative of SELLER, not expressly set forth herein. BUYER further expressly acknowledges that, upon closing, BUYER hereby FOREVER RELEASES AND DISCHARGES SELLER from all responsibility and liability concerning the condition (including physical characteristics) of the Property. BUYER and SELLER further expressly acknowledge and agree that this Section and the terms hereof will survive the Closing.

THIS OFFER IS ACCEPTED

CITY OF DUBUQUE, IOWA

Dated: _____

By: _____
Michael C. Van Milligen, City Manager

STEPHEN J. BUTT TRUST DATED SEPTEMBER 13, 2022

Dated: 4/11/26

By: Suzanne L. Butt Trustee
Stephen J. Butt, Trustee

PATRICIA J. SCHROEDER TRUST DATED SEPTEMBER 18, 2020

Dated: 4/11/26

By: Kathryn Schroeder, Trustee
Kathryn Schroeder, Trustee

REAL ESTATE EXHIBIT

Aerial Map



10/29/2025, 3:43:24 PM

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Dubuque County GIS

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April 20, 2026

City of Dubuque
City Council

ACTION ITEMS # 2.

ITEM TITLE:	Big A Auto - Request to Alter the Broadway Street Neighborhood Conservation District Boundary
SUMMARY:	City Manager recommending City Council consider the request from Dan Reavis of Big A Auto to remove 2327 Central Avenue (Former Fagans Shoe Repair and Hobby Building) and 2311 Central (Big A Auto Building) from the Broadway Street Conservation District at their May 4, 2026, meeting. This will allow staff time to compile background information on the request for City Council consideration.
SUGGUESTED DISPOSITION:	Receive and File; Refer to City Manager, Place on May 4, 2026, Agenda

ATTACHMENTS:

1. MVM Memo Big A Auto - Request to Alter Broadway Street Neighborhood Conservation District Boundary
2. Staff Memo
3. Big A Auto Letter
4. 2311 Central Avenue Photo
5. 2327 Central Avenue Photo
6. Broadway Street District

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Big A Auto - Request to Alter Broadway Street Neighborhood Conservation District Boundary

DATE: April 14, 2026

Planning Services Director Wally Wernimont is recommending City Council consider the request from Dan Reavis of Big A Auto to remove 2327 Central Avenue (Former Fagans Shoe Repair and Hobby Building) and 2311 Central (Big A Auto Building) from the Broadway Street Conservation District at their May 4, 2026, meeting. This will allow staff time to compile background information on the request for City Council consideration.

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

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

TO: Michael C. Van Milligen, City Manager

FROM: Wally Wernimont, Planning Services Director

DATE: April 13, 2026

RE: Big A Auto - Request to Alter Broadway Street Neighborhood Conservation District Boundary

INTRODUCTION
On Monday April 13, 2026, the City Clerk received a written request from Dan Reavis of Big A Auto to remove 2327 Central Avenue (Former Fagans Shoe Repair and Hobby Building) and 2311 Central (Big A Auto Building) from the Broadway Street Conservation District (see attached letter from Dan Reavis - Big A Auto).

BACKGROUND
On April 18, 2024, the Historic Preservation Commission reviewed and approved a demolition permit to remove rear additions for the building located at 2311 Central Avenue noting that the removal would not detract from the historic front portion of the structure. At the meeting, the HPC noted that the original building would remain after removal of the rear addition is clearly historic.

On April 6, 2026, Mr. Reavis reached out to the Planning Services Department staff about the option to remove the remaining building at 2327 Central and include the Big A Auto Building located at 2311 Central Avenue. Staff noted that Mr. Reavis has two options:

Option #1
Request a Certificate of Economic Non-Viability in order to obtain permission to demolish the full structure. This requires an application and fee to be submitted along with supporting documentation to the Historic Preservation Commission so they can determine whether the property yields or may yield a reasonable economic return to the property owner(s).

Note: A reasonable economic return is defined as the cost to rehabilitate the building to the point at which a reasonable use or a reasonable profit can be realized from the property. This may mean bringing a building up to code to the point at which it can be occupied, not necessarily to its "highest and best use", preferred use or a restoration project.

Option #2
Write a letter to the City Council and submit it to the City Clerk requesting an alteration of a conservation district not including 2327 & 2311 Central Avenue. That process is outlined in our Unified Development Code below, in Chapter 16-10-8 Conservation Districts, Section B.

DISCUSSION
The process to alter a conservation district resides in City Code Title 16 Unified Development Code - Chapter 10 Historic Preservation Commission Applications and Procedures - Section 8 Conservation District.

Process for Establishment, Expansion or Alteration of Conservation District:
Any person may request that the city council establish, expand or alter a conservation district. The process for establishment, expansion or alteration of a conservation district is as follows:

1. A written request for the establishment, expansion or alteration of a conservation district must be submitted to the city clerk. At its next regular meeting following receipt of the request by the city clerk, the city council may:
   a. Approve or deny the request;
   b. Set the request for consideration at a subsequent meeting;
   c. Set the request for a public hearing; or
   d. Refer the request to the Historic Preservation Commission for a recommendation.

2. At its next regular meeting, if a referral is made to it by the city council, the Historic Preservation Commission will review the request, and make a recommendation to the city council to:
   a. approve or deny the request, or
   b. to table the request for additional information for a specified period not to exceed sixty (60) days.

Failure of the commission to act on the request within the sixty (60) day period, unless the applicant requests and the commission grants an extension of such time, constitutes commission approval thereof. The recommendation of the commission will be transmitted to the city clerk. The city clerk will promptly transmit the recommendation and the application to the city council for its consideration. In determining whether to recommend approval or denial of the request, the commission will consider whether the proposed conservation district, or the expansion or alteration of the district, has historic or architectural significance to the community.

3. At its next regular meeting following receipt of the recommendation of the commission by the city clerk, the city council will approve or deny the request or refer the nomination back to the commission for modification.

REQUESTED ACTION
In accordance with City Code Title 16, Chapter 10, Section 8 (Conservation District), at its next regular meeting following receipt of the request, the City Council may take one of the following actions:

a. Approve or deny the request to alter the conservation district;
b. Set the request for consideration at a subsequent meeting;
c. Set the request for a public hearing; or
d. Refer the request to the Historic Preservation Commission for review and recommendation.

RECOMMENDATION
Planning Services staff recommend that the City Council consider the request at their May 4, 2026 meeting. This will allow staff time to compile background information on the request for City Council consideration.

Permission from City Council requesting the alteration of a conservation district to not include the 2327 & 2311 Central Avenue

Subject: To Remove Structures at 2311 and 2327 Central Ave From the Conservation District

Executive summary

I am requesting approval to remove the 2327 central Ave building and Big A Auto building from the conservation district, the 2327 building which is severely dilapidated, partially historically significant building on my property, it may have been historic at one time but over the years and previous owners neglect and changes to the property no longer looks like the historic building it was once a long time ago and is in serious decay.
Justification for partial demolition of the back half has already been approved by the commission,- Safety & liability: The existing structure is in advanced decay, presenting structural and public-safety hazards. Partial removal has reduced risk but leaving the remainder creates ongoing safety exposure.
- Historic mitigation: While the building has some historic value, its current condition limits adaptive reuse and to badly altered by previous owners and no longer presents itself as "HISTORIC" Therefore requesting the city council to allow properties be removed from the conservation district.

Sincerely,

Dan Reavis
Owner, Big A
2311 Central Ave, Dubuque
563-599-5742 | Dan@Bigaautodbq.com

RECEIVED
2025 APR 13 AM 11:36
City Clerk's Office
Dubuque, IA

2311 Central Avenue – Big A Auto



2327 Central Avenue






Broadway Street Neighborhood Conservation District
CARROLL ST
GREELEY ST
KING ST
FULTON ST
DIAGONAL ST
TRAUT TERRACE
BROADWAY ST
WHITE ST
E 26TH ST
JACKSON ST
WASHINGTON ST
E 25TH ST
CENTRAL AVE
DIVISION ST
E 24TH ST
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CARR ST
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2311
W 23RD ST
VALERIA ST
FRANCIS ST
Subject Properties - 2311 & 2327 Central Avenue
Broadway Street Neighborhood Conservation District
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Source: Esri, Vantor, Earthstar Geographics, and the GIS User Com
Dubuque Cou

Copyrighted
April 20, 2026

City of Dubuque
City Council

ACTION ITEMS # 3.

ITEM TITLE:	Federal Emergency Management Agency (FEMA) Building Resilience Infrastructure and Communities (BRIC) grant application for the Bee Branch Creek Watershed Flood Mitigation Project
SUMMARY:	City Manager recommending approval to hire engineering consultants, as necessary, to prepare a Benefit-Cost Analysis (BCA), advance the engineering design of the proposed improvements to the 90 percent level, and develop a Federal Emergency Management Agency (FEMA) Building Resilience Infrastructure and Communities (BRIC) grant application for the Bee Branch Creek Flood Mitigation Project, specifically for the 17th Street/West Locust Street and Kaufmann Avenue storm sewer improvements, including the $440,000 to complete the application.
SUGGUESTED DISPOSITION:	Receive and File; Approve

ATTACHMENTS:

1. MVM Memo
2. Staff Memo, BRIC Grant, Bee Branch 17th-WLocust & Kaufmann, 4-2026

THE CITY OF DUBUQUE
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Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Federal Emergency Management Agency (FEMA) Building Resilience Infrastructure and Communities (BRIC) grant application for the Bee Branch Creek Watershed Flood Mitigation Project

DATE: April 16, 2026

City Engineer Gus Psihoyos and Water & Resource Recovery Center Director Deron Muehring are recommending City Council authorization to proceed with hiring engineering consultants to advance design and complete required analyses in support of a Federal Emergency Management Agency (FEMA) Building Resilience Infrastructure and Communities (BRIC) grant application for the Bee Branch Creek Watershed Flood Mitigation Project. In addition, approve $440,000 to complete the required elements of the grant application.

The City submitted a Notice of Interest (NOI) to the Iowa Homeland Security and Emergency Management by the April 10 deadline for the 2024 and 2025 Federal Emergency Management Agency Building Resilience Infrastructure and Communities (BRIC) program. The Notice of Interest proposed the Bee Branch Creek Watershed Flood Mitigation Project, which includes storm sewer capacity improvements along 17th Street, West Locust Street, and Kaufmann Avenue.

The City has since received notification that the project has been advanced and is invited to submit a full Project Application. Advancement to this stage reflects that the project meets initial program eligibility requirements and is considered competitive for further evaluation.

As part of the Notice of Interest, the City requested the maximum federal share of $20,000,000. Under Building Resilience Infrastructure and Communities program requirements, this level of federal participation requires a 10 percent state contribution, or $2,000,000. In addition, the program requires a minimum local cost share of 15 percent of the federal request, which in this case would be $3,000,000. The City's Notice of Interest reflected a local match of $12,275,000 which reflects the planned FY27–FY31 Capital Improvement Program (CIP) funding for storm sewer improvements along the 17th Street and West Locust Street corridors. Inclusion of this funding was intended to demonstrate local commitment and strengthen the competitiveness of the grant request. Based on these components, the total project cost submitted with the Notice of Interest was $34,300,000. However, the final scope of the project—and

corresponding local match—will be determined based on the results of the Benefit-Cost Analysis.

A key requirement of the Building Resilience Infrastructure and Communities application is the preparation of a Benefit-Cost Analysis (BCA) in accordance with Federal Emergency Management Agency guidelines. To be eligible for funding, the project must demonstrate a benefit-cost ratio (BCR) of at least 1.0. This analysis quantifies anticipated benefits such as avoided flood damages, reduced emergency response costs, and protection of infrastructure relative to the cost of the proposed improvements.

It is important to note that achieving a benefit-cost ratio of 1.0 or greater is not guaranteed. Benefit-Cost Analysis methodologies vary by federal agency and grant program, and results are highly dependent on the specific assumptions and evaluation criteria required. For example, the City previously completed a Benefit-Cost Analysis in support of a U.S. Department of Transportation grant application, which demonstrated a benefit-cost ratio exceeding 2.0 for improvements along 17th Street and West Locust Street; however, that same analysis did not support inclusion of the Kaufmann Avenue improvements under that program's methodology. The Federal Emergency Management Agency Building Resilience Infrastructure and Communities program utilizes a different methodology, and results may vary accordingly. As such, the outcome of the Benefit-Cost Analysis will directly determine which project components, if any, can be competitively advanced within the application.

The project scope to be included in the Building Resilience Infrastructure and Communities application will therefore be developed through a combination of identified system needs and the results of the Benefit-Cost Analysis. At this time, the City anticipates evaluating a series of improvement segments, including: (1) storm sewer improvements along 17th Street at the downstream end near Bee Branch Creek, including conveyance beneath the railroad corridor; (2) storm sewer improvements along 17th Street from Heeb Street west to West Locust Street; (3) storm sewer improvements along West Locust Street extending northwest, with potential termini at Angela Street, Kirkwood Street, or Rosedale Avenue; and (4) storm sewer improvements along Kaufmann Avenue from Klein Street west to Kane Street. Each of these segments represents a definable increment of flood mitigation benefit and carries an associated capital cost.

The estimated construction costs for each of the identified improvement segments are summarized in the table below. These costs represent planning-level estimates and will be refined as design advances.

Project Segment	Description	Est. Construction Cost
17th Street – Downstream (Creek Crossing)	Storm sewer improvements at the downstream end of 17th Street, including conveyance beneath the railroad corridor to Bee Branch Creek	$5,500,000

Project Segment	Description	Est. Construction Cost
17th Street – Heeb Street to W. Locust Street	Storm sewer improvements extending west from Heeb Street to West Locust Street	$10,500,000
W. Locust Street – Heeb to Angela	Storm sewer improvements along West Locust Street from Heeb Street to Angela Street	$5,800,000
W. Locust Street – Angela to Kirkwood	Storm sewer improvements along West Locust Street from Heeb Street to Kirkwood Street	$5,600,000
W. Locust Street – Kirkwood to Rosedale	Storm sewer improvements along West Locust Street from Heeb Street to Rosedale Avenue (full buildout option)	$11,300,000
Kaufmann Ave – Klein to Kane	Storm sewer improvements along Kaufmann Avenue from Klein Street to Kane Street	$15,800,000
	TOTAL	$54,500,000

The Benefit-Cost Analysis will be used to evaluate which improvement segments, or combinations of segments, can be supported under Federal Emergency Management Agency's methodology and competitively advanced through the Building Resilience Infrastructure and Communities application process. As a result, the final scope of improvements included in the application will be informed by both system needs and the outcome of the Benefit-Cost Analysis.

The City must also coordinate closely with Iowa Homeland Security and Emergency Management, which serves as the State's administrator for the Building Resilience Infrastructure and Communities program. Iowa Homeland Security and Emergency Management provides technical guidance and review throughout the application process to ensure submissions meet Federal Emergency Management Agency requirements prior to advancement. This coordination is critical, as applications submitted through Iowa Homeland Security and Emergency Management are expected to be complete and technically sound, allowing Federal Emergency Management Agency to focus on scoring and ranking rather than resolving deficiencies.

Iowa Homeland Security and Emergency Management has established a deadline of May 22, 2026, for completion of the Benefit-Cost Analysis and Cost Effectiveness Determination (Go/No-Go decision). This provides the City with approximately 30 days to complete a Benefit-Cost Analysis in accordance with Federal Emergency Management Agency methodology and determine whether the project can advance to full application. Given this compressed timeline, immediate action is required to procure engineering services. Based on similar efforts and the accelerated schedule required, the estimated cost to complete the Benefit-Cost Analysis, including evaluation of multiple project scenarios, is approximately $100,000.

In addition, engineering consultants will be asked to advance the project plans to the 90 percent design level by July 15, 2026, which is the deadline for submission of the competitive final draft to Federal Emergency Management Agency. Based on

coordination with engineering firms, the estimated cost to complete this level of design is approximately $340,000. Even if this grant application is not successful the city will be able to use these designs when funding is identified to complete these projects.

To support this effort, it is proposed that funding be provided through Downtown Tax Increment Financing (TIF) internal loan funding. Specifically, approximately $1.7 million in FY27 Downtown TIF internal loan funding had previously been proposed for deferral to FY28 in anticipation of potential property tax reform impacts. Given the time-sensitive nature of this opportunity, a portion of these funds could be utilized to support the required engineering services. This approach allows the City to advance a competitive federal grant application while leveraging existing planned resources and maintaining flexibility for future funding decisions.

Advancing the design to the 90 percent level not only strengthens the grant application by improving cost certainty and clearly defining project scope but also provides lasting value to the City independent of the grant outcome by positioning the project to move more efficiently toward bidding once a viable funding strategy is assembled.

They recommend that the City proceed with hiring engineering consultants to develop a Benefit-Cost Analysis (BCA) in accordance with Federal Emergency Management Agency (FEMA) Building Resilience Infrastructure and Communities (BRIC) program requirements and to advance the engineering design of the proposed improvements to the 90 percent level. These efforts are necessary to determine project eligibility, support a competitive grant application, and position the project for timely implementation upon identification of a viable funding strategy.

I concur with the recommendation and respectfully recommend approval to hire engineering consultants, as necessary, to prepare a Benefit-Cost Analysis (BCA), advance the engineering design of the proposed improvements to the 90 percent level, and develop a Federal Emergency Management Agency (FEMA) Building Resilience Infrastructure and Communities (BRIC) grant application for the Bee Branch Creek Flood Mitigation Project, specifically for the 17th Street/West Locust Street and Kaufmann Avenue storm sewer improvements, including the $440,000 to complete the application.

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Deron Muehring, Water & Resource Recovery Center Director
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Anderson Sainci, Director of Strategic Partnerships

Arielle Swift, Public Works Director
Christopher Lester, Water Department Director
Teri Goodmann, Consultant

THE CITY OF DUBUQUE
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TO: Michael Van Milligen, City Manager

FROM: Gus Psihoyos, City Engineer
Deron Muehring, Water & Resource Recovery Center Director

SUBJECT: Authorization to Proceed with Engineering Services for Bee Branch Creek Flood Mitigation Project FEMA Grant Application

DATE: April 16, 2026

INTRODUCTION

The purpose of this memo is to request authorization to proceed with hiring engineering consultants to advance design and complete required analyses in support of a Federal Emergency Management Agency (FEMA) Building Resilience Infrastructure and Communities (BRIC) grant application for the Bee Branch Creek Watershed Flood Mitigation Project.

BACKGROUND

Between 1999 and 2011, there were six Presidential Disaster Declarations which impacted the Bee Branch Creek Watershed.

The Drainage Basin Master Plan was completed and adopted by the City Council in 2001. It identified a flood-prone area with over 1,000 properties. And according to a subsequent study in 2009 by the Federal Emergency Management Agency (FEMA), there are 1,373 properties in the flood prone, at-risk area. In addition to homes, there are over 70 businesses in the at-risk area with over $500 million in annual sales. The flood prone area in the Bee Branch Watershed encompasses historic neighborhoods offering some of the community's most affordable workforce housing. Most residents are working families, many are elderly --those least likely to recover from repetitive flood loss. Repetitive flood damage leads to disinvestment: from 2004 to 2009, while commercial property values grew by 39% citywide, they fell by 6% in the Bee Branch Watershed flood prone area. Since 2001, the City has been working to implement the improvements outlined in the Drainage Basin Master Plan.

In November of 2013, the City Council passed Resolution 335-13 adopting the 2013 Drainage Basin Master Plan Amendment. The amended Drainage Basin Master Plan outlined several improvements throughout the Bee Branch watershed to mitigate the effects of future flooding and disasters. Collectively, the improvements form the basis of the multi-phase Bee Branch Watershed Flood Mitigation Project outlined below.

Table 1. Twelve phases of the Bee Branch Watershed Flood Mitigation Project

Phase	Description	Status
1	Carter Road Detention Basin	Complete
2	West 32nd Street Detention Basin	Complete
3	Historic Millwork District	Complete
4	Lower Bee Branch Creek Restoration	Complete
5	Flood Mitigation Gate Replacement	Designed
6	Impervious Surface Reduction (Green Alleys)	1/3 of alleys converted to “Green Alleys”
7	Upper Bee Branch Creek Restoration	Complete
8	22nd Street Storm Sewer Improvements	Complete to west of N. Main St.
9	Flood Mitigation Maintenance Facility	Cleanup Initiated
10	North End Storm Sewer Improvements	Funding scheduled for FY28
11	Water Plant Flood Protection	Funding for design available in FY26
12	17th Street Storm Sewer Improvements	Complete from Elm St. to Heeb St.

The multi-phased Bee Branch Watershed Flood Mitigation Project represents a fiscally responsible investment that reflects a holistic approach to mitigate flooding: improving water quality, stimulating investment, and enhancing the quality of life of watershed residents.

On December 4, 2013, the Iowa Flood Mitigation Board voted to approve the City’s use of $98,494,178 for the Bee Branch Watershed Flood Mitigation Project. On February 3, 2014 the City Council adopted Resolution 31-14 authorizing the execution of an agreement with the State of Iowa Flood Mitigation Board and authorizing the City’s use of sales tax increment funding for the Bee Branch Watershed Flood Mitigation Project.

With a total estimated cost of $250 million, the Bee Branch Watershed Flood Mitigation Project will prevent an estimated $582 million in damage over the 100-year design life of the project. With more than $163 million in state and federal funding assistance, every dollar invested by Dubuque citizens will prevent nearly seven dollars in flood damage.

DISCUSSION

The City submitted a Notice of Interest (NOI) to the Iowa Homeland Security and Emergency Management by the April 10 deadline for the 2024 and 2025 Federal Emergency Management Agency Building Resilience Infrastructure and Communities (BRIC) program. The NOI proposed the Bee Branch Creek Watershed Flood Mitigation Project, which includes storm sewer capacity improvements along 17th Street, West Locust Street, and Kaufmann Avenue.

The City has since received notification that the project has been advanced and is invited to submit a full Project Application. Advancement to this stage reflects that the project meets initial program eligibility requirements and is considered competitive for further evaluation.

As part of the NOI, the City requested the maximum federal share of $20,000,000. Under BRIC program requirements, this level of federal participation requires a 10 percent state contribution, or $2,000,000. In addition, the program requires a minimum local cost share of 15 percent of the federal request, which in this case would be $3,000,000. The City’s NOI reflected a local match of $12,275,000 which reflects the planned FY27–

FY31 Capital Improvement Program (CIP) funding for storm sewer improvements along the 17th Street and West Locust Street corridors. Inclusion of this funding was intended to demonstrate local commitment and strengthen the competitiveness of the grant request. Based on these components, the total project cost submitted with the NOI was $34,300,000. However, the final scope of the project—and corresponding local match—will be determined based on the results of the Benefit-Cost Analysis.

A key requirement of the BRIC application is the preparation of a Benefit-Cost Analysis (BCA) in accordance with FEMA guidelines. To be eligible for funding, the project must demonstrate a benefit-cost ratio (BCR) of at least 1.0. This analysis quantifies anticipated benefits such as avoided flood damages, reduced emergency response costs, and protection of infrastructure relative to the cost of the proposed improvements.

It is important to note that achieving a BCR of 1.0 or greater is not guaranteed. Benefit-Cost Analysis methodologies vary by federal agency and grant program, and results are highly dependent on the specific assumptions and evaluation criteria required. For example, the City previously completed a BCA in support of a U.S. Department of Transportation grant application, which demonstrated a BCR exceeding 2.0 for improvements along 17th Street and West Locust Street; however, that same analysis did not support inclusion of the Kaufmann Avenue improvements under that program's methodology. The FEMA BRIC program utilizes a different methodology, and results may vary accordingly. As such, the outcome of the BCA will directly determine which project components, if any, can be competitively advanced within the application.

The project scope to be included in the BRIC application will therefore be developed through a combination of identified system needs and the results of the Benefit-Cost Analysis. At this time, the City anticipates evaluating a series of improvement segments, including: (1) storm sewer improvements along 17th Street at the downstream end near Bee Branch Creek, including conveyance beneath the railroad corridor; (2) storm sewer improvements along 17th Street from Heeb Street west to West Locust Street; (3) storm sewer improvements along West Locust Street extending northwest, with potential termini at Angela Street, Kirkwood Street, or Rosedale Avenue; and (4) storm sewer improvements along Kaufmann Avenue from Klein Street west to Kane Street. Each of these segments represents a definable increment of flood mitigation benefit and carries an associated capital cost.

The estimated construction costs for each of the identified improvement segments are summarized in the table below. These costs represent planning-level estimates and will be refined as design advances.

Project Segment	Description	Est. Construction Cost
17th Street – Downstream (Creek Crossing)	Storm sewer improvements at the downstream end of 17th Street, including conveyance beneath the railroad corridor to Bee Branch Creek	$5,500,000
17th Street – Heeb Street to W. Locust Street	Storm sewer improvements extending west from Heeb Street to West Locust Street	$10,500,000

Project Segment	Description	Est. Construction Cost
W. Locust Street – Heeb to Angela	Storm sewer improvements along West Locust Street from Heeb Street to Angela Street	$5,800,000
W. Locust Street – Angela to Kirkwood	Storm sewer improvements along West Locust Street from Heeb Street to Kirkwood Street	$5,600,000
W. Locust Street – Kirkwood to Rosedale	Storm sewer improvements along West Locust Street from Heeb Street to Rosedale Avenue (full buildout option)	$11,300,000
Kaufmann Ave – Klein to Kane	Storm sewer improvements along Kaufmann Avenue from Klein Street to Kane Street	$15,800,000
	TOTAL	$54,500,000

The Benefit-Cost Analysis will be used to evaluate which improvement segments, or combinations of segments, can be supported under FEMA's methodology and competitively advanced through the BRIC application process. As a result, the final scope of improvements included in the application will be informed by both system needs and the outcome of the BCA.

The City must also coordinate closely with Iowa Homeland Security and Emergency Management, which serves as the State's administrator for the BRIC program. IHSEM provides technical guidance and review throughout the application process to ensure submissions meet FEMA requirements prior to advancement. This coordination is critical, as applications submitted through IHSEM are expected to be complete and technically sound, allowing FEMA to focus on scoring and ranking rather than resolving deficiencies.

IHSEM has established a deadline of May 22, 2026, for completion of the Benefit-Cost Analysis and Cost Effectiveness Determination (Go/No-Go decision). This provides the City with approximately 30 days to complete a BCA in accordance with FEMA methodology and determine whether the project can advance to full application. Given this compressed timeline, immediate action is required to procure engineering services. Based on similar efforts and the accelerated schedule required, the estimated cost to complete the BCA, including evaluation of multiple project scenarios, is approximately $100,000.

In addition, engineering consultants will be asked to advance the project plans to the 90 percent design level by July 15, 2026, which is the deadline for submission of the competitive final draft to FEMA. Based on coordination with engineering firms, the estimated cost to complete this level of design is approximately $340,000.

To support this effort, it is proposed that funding be provided through Downtown Tax Increment Financing (TIF) internal loan funding. Specifically, approximately $1.7 million in FY27 Downtown TIF internal loan funding had previously been proposed for deferral to FY28 in anticipation of potential property tax reform impacts. Given the time-sensitive nature of this opportunity, a portion of these funds could be utilized to support the required engineering services. This approach allows the City to advance a competitive

federal grant application while leveraging existing planned resources and maintaining flexibility for future funding decisions.

Advancing the design to the 90 percent level not only strengthens the grant application by improving cost certainty and clearly defining project scope but also provides lasting value to the City independent of the grant outcome by positioning the project to move more efficiently toward bidding once a viable funding strategy is assembled.

BUDGET IMPACT

The estimated cost to complete the required engineering services includes approximately $100,000 for preparation of the Benefit-Cost Analysis (BCA) and approximately $340,000 to advance project design to the 90 percent level, for a total estimated cost of $440,000.

To proceed with this effort, funding would come from the Downtown Tax Increment Financing (TIF) internal loan funding. Specifically, there is approximately $1.7 million in FY27 Downtown TIF internal loan funding that was proposed to roll into FY28 in anticipation of potential property tax reform impacts. A portion of these funds be utilized to fund the engineering services to develop the FEMA BRIC grant BCA and advance the design plans to 90%.

RECOMMENDATION

We recommend that the City proceed with hiring engineering consultants to develop a Benefit-Cost Analysis (BCA) in accordance with Federal Emergency Management Agency (FEMA) Building Resilience Infrastructure and Communities (BRIC) program requirements and to advance the engineering design of the proposed improvements to the 90 percent level. These efforts are necessary to determine project eligibility, support a competitive grant application, and position the project for timely implementation upon identification of a viable funding strategy.

ACTION REQUESTED

We respectfully request authorization to hire engineering consultants, as necessary, to prepare a Benefit-Cost Analysis (BCA), advance the engineering design of the proposed improvements to the 90 percent level, and develop a Federal Emergency Management Agency (FEMA) Building Resilience Infrastructure and Communities (BRIC) grant application for the Bee Branch Creek Flood Mitigation Project, specifically for the 17th Street/West Locust Street and Kaufmann Avenue storm sewer improvements.

We further request authorization to utilize Downtown Tax Increment Financing (TIF) internal loan funding, specifically a portion of the approximately $1.7 million in FY27 funding previously proposed for deferral to FY28, to support these efforts.

CC: Jenny Larson, Chief Financial Officer
Anderson Sainci, Director of Strategic Partnerships
Bob Schiesl, Assistant City Engineer

Copyrighted
April 20, 2026

City of Dubuque
City Council

ACTION ITEMS # 4.

ITEM TITLE: Acceptance Heeb Street Reconstruction Project

SUMMARY: City Manager recommending acceptance of the Public Improvements and authorize the payment of the final contract amount of $601,779.84 to Pirc-Tobin Construction, Inc. for the Heeb Street Reconstruction Project.
RESOLUTION Accepting the Heeb Street Reconstruction Project and Authorizing Final Payment to the Contractor
RESOLUTION Adopting the Final Schedule of Assessment for the Heeb Street Reconstruction Project

SUGGUESTED DISPOSITION:

ATTACHMENTS:

1. MVM Memo Heeb Street Reconstruction Project - Acceptance
2. Heeb Street Reconstruction Project - Acceptance Staff MEMO
3. Heeb Street Reconstruction Project - Accept Project Authorize Final Pay RESOLUTION
4. Heeb Street Reconstruction Project - Final Assessment RESOLUTION + Exhibit A
5. Heeb Street Reconstruction Project - Final Assessment RESOLUTION
6. Heeb Street Reconstruction Project - Final Schedule of Assessments - Exhibit A
7. Heeb Street Reconstruction Project - Prperty Owner Notice of Assessment

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Heeb Street Reconstruction Project
Acceptance of Public Improvement Construction Contract
Project No: 5521000015-305,5521000015-611, 4281000005

DATE: April 16, 2026

Assistant City Engineer Robert Schiesl is recommending City Council accept the Public Improvements and authorize the payment of the final contract amount of $601,779.84 to Pirc-Tobin Construction, Inc. for the Heeb Street Reconstruction Project.

The Heeb Street Reconstruction Project was completed by Pirc-Tobin Construction, Inc. in the final contract amount of $601,779.84 which is an 8.1% decrease from the original contract amount of $655,020.84.

Based upon final construction costs, the total amount of Special Assessments for all associated improvement (including street, private sanitary sewer laterals, and private water service laterals) is in the amount of $65,028.65, which is 12.95% ($9,676.97) below the Preliminary Schedule of Assessments estimate that were presented to the property owners and was approved and adopted by City Council at the project public hearing. This decrease is attributed to lower construction costs for street reconstruction items.

The property owners assessed can pay their respective special assessments either partially or in full at the City of Dubuque, Office of the City Engineer within the first 30 days after receiving the final Notice of Special Assessment to avoid interest charges. After approximately 30 days, any unpaid assessment balance will be levied against said benefited property with the Dubuque County Treasurer and any balance over $500 will be payable in 15 annual installments at the County Treasurer's Office and will draw annual interest at three percent (3%).

Low- to moderate-income property owners subject to assessments will be eligible for financial assistance of the assessment for the owner-occupied resident property depending on family size and income level.

Following the adoption of the Preliminary Schedule of Assessments, the property owners were mailed a Notice of Assessment prior to the start of the project. The preliminary assessments were noted as estimates only and that the final assessments would not exceed the preliminary estimates provided with property owners.

The Final Schedule of Assessments provides a variance number for each individual property, which is the difference between the preliminary assessments versus the final assessments. You will note that some of the variance numbers are negative, which means that for some of the benefited properties, the final cost for the private water service and private sanitary sewer service improvements were greater than estimated in the preliminary assessments.

The Mayor and City Council do have authority and the option to amend the Preliminary Schedule of Assessments to revise the individual assessments to adjust for the variance. However, historically the City has not levied a special assessment that was greater than stated in the Preliminary Schedule of Assessments. Staff is recommending that consistent with past practice the City Council not amend the Preliminary Schedule of Assessments and the city pay the variances.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Robert Schiesl, Assistant City Engineer
Jenny Larson, Finance and Budget Director
Chris Lester, Water Department Director
Nathan Steffen, Civil Engineer

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Robert Schiesl, Assistant City Engineer

DATE: April 15, 2026

SUBJECT: Heeb Street Reconstruction Project
Acceptance of Public Improvement Construction Contract
Project No: 5521000015-305,5521000015-611, 4281000005

INTRODUCTION

The enclosed resolution provides for the acceptance of the Public Improvement Construction Contract and the establishment of the Final Schedule of Assessments for the Heeb Street Reconstruction Project.

BACKGROUND

The section of Heeb Street just south of Kaufmann Avenue is a dead-end street that had very old utilities. The water main was an old 4-inch main that didn't meet current standards. Most of the houses (5 out of 6) had lead water services and multiple properties were daisy chained to provide service. This was problematic because if a services line had leaked or broke, it would have impacted on multiple properties. There was one lead service line failure in this area in the last 10 years that impacted multiple properties.

The sanitary sewer main also needed to be replaced. The last house on Heeb Street was still on a septic system because the sanitary main didn't extend far enough to the south to service the property.

The street itself had old brick pavers overlaid with asphalt. The end of the street did not have a proper cul-de-sac to allow traffic to easily turn around.

DISCUSSION

The Heeb Street Reconstruction Project included the reconstruction of street with a new 7-inch asphalt pavement, new curb and gutter, new sidewalk on the west side, installation of a modified cul-de-sac at the end of the street and the complete replacement of all water main, sanitary main and associated services for both utilities. The historic brick pavers under the existing asphalt street were salvaged and stockpiled for future use on a city project.

The Heeb Street Reconstruction Project was completed by Pirc-Tobin Construction, Inc. of Alburnett, Iowa in the final contract amount of $601,779.84 which is an 8.1% decrease from the original contract amount of $655,020.84.

RECOMMENDATION

I recommend that the City Council accept the Public Improvements and authorize the payment of the final contract amount of $601,779.84 to Pirc-Tobin Construction, Inc. for the Heeb Street Reconstruction Project.

BUDGET IMPACT

The final project cost for the Heeb Street Reconstruction Project are as follows:

Description	Final
Heeb Street - Street Improvements	$ 254,011.69
Heeb Street - Sanitary Sewer Improvement	179,615.00
Heeb Street - Water Service Improvement	168,153.15
Total Project Construction Cost	**$ 601,779.84**

Description	Cost Estimate	Award	Final
Construction Contract	$ 677,849.00	$ 655,020.84	$ 601,779.84
Contingency	67,784.90	67,784.90	0.00
Admin, Construction Eng and Inspection	111,845.09	111,845.09	61,459.58
Total Project Cost	**$ 857,478.99**	**$ 834,650.83**	**$ 663,239.42**

The project funding summary is as follows:

Project Code	Fund Description	Fund Amount
5521000015-305	Heeb Street Reconstruction	$ 237,254.52
5521000015-301	Heeb Street Reconstruction	61,459.58
5521000015-621	Heeb Street Sanitary Sewer	163,153.52
4281000005	Street Program Water Funds	136,343.15
	Special Assessment - Street Improvement	16,757.17
	Special Assessment - Private Sanitary Services	16,461.48
	Special Assessment - Private Water Services	31,810.00
Total Project Funding		**$ 663,239.42**

SPECIAL ASSESSMENTS

Based upon final construction costs, the total amount of Special Assessments for all associated improvement (including street, private sanitary sewer laterals, and private water service laterals) is in the amount of $65,028.65, which is 12.95% ($9,676.97) below the Preliminary Schedule of Assessments estimate that were presented to the property owners and was approved and adopted by City Council at the project public hearing. This decrease is attributed to lower construction costs for street reconstruction items.

The property owners assessed can pay their respective special assessments either partially or in full at the City of Dubuque, Office of the City Engineer within the first 30 days after receiving the final Notice of Special Assessment to avoid interest charges. After approximately 30 days, any unpaid assessment balance will be levied against said benefited property with the Dubuque County Treasurer and any balance over $500 will be payable in 15 annual installments at the County Treasurer's Office and will draw annual interest at three percent (3%).

Low- to moderate-income property owners subject to assessments will be eligible for financial assistance of the assessment for the owner-occupied resident property depending on family size and income level.

Following the adoption of the Preliminary Schedule of Assessments, the property owners were mailed a Notice of Assessment prior to the start of the project. The preliminary assessments were noted as estimates only and that the final assessments would not exceed the preliminary estimates provided with property owners.

The Final Schedule of Assessments as outlined per Exhibit A is summarized in the following detail tables provided below. The tables provide a variance number for each individual property, which is the difference between the preliminary assessments versus the final assessments. You will note that some of the variance numbers are negative, which means that for some of the benefited properties, the final cost for the private water service and private sanitary sewer service improvements were greater than estimated in the preliminary assessments.

The Mayor and City Council do have authority and the option to amend the Preliminary Schedule of Assessments to revise the individual assessments to adjust for the variance. However, historically the City has not levied a special assessment that was greater than stated in the Preliminary Schedule of Assessments. Staff is recommending that consistent with past practice the City Council not amend the Preliminary Schedule of Assessments and the City pay the variances.

STREET PUBLIC IMPROVEMENTS

PARCEL NUMBER	STREET ADDRESS	PRELIMINARY STREET ASSESSMENT	FINAL STREET IMPROVEMENT COST	STREET ASSESSMENT VARIANCE	FINAL STREET ASSESSMENT
1024134049	2019 Heeb Street	$4,259.37	$3,428.75	$830.62	$3,428.75
1024134039	2109 Heeb Street	$2,433.93	$1,959.29	$474.64	$1,959.29
1024134038	2109 Heeb Street	$3,042.41	$2,449.11	$593.30	$2,449.11
1024134037	2121 Heeb Street	$3,042.41	$2,449.11	$593.30	$2,449.11
1024134036	2131 Heeb Street	$3,042.41	$2,449.11	$593.30	$2,449.11
1024134035	2141 Heeb Street	$2,738.17	$2,204.20	$533.97	$2,204.20
1024134034	2151 Heeb Street	$2,257.92	$1,817.60	$440.32	$1,817.60
	TOTAL	$20,816.62			$16,757.17

PRIVATE SANITARY SEWER IMPROVEMENTS

PARCEL NUMBER	STREET ADDRESS	PRELIMINARY SANITARY SEWER ASSESSMENT	FINAL SANITARY IMPROVEMENT COST	SANITARY SEWER ASSESSMENT VARIANCE	FINAL SANITARY SEWER ASSESSMENT
1024134049	2019 Heeb Street	$3,289.00	$1,130.83	$2,158.17	$1,130.83
1024134039	2109 Heeb Street	$0.00	$0.00	$0.00	$0.00
1024134038	2109 Heeb Street	$3,289.00	$7,990.10	($4,701.10)	$3,289.00
1024134037	2121 Heeb Street	$3,289.00	$6,526.56	($3,237.56)	$3,289.00
1024134036	2131 Heeb Street	$3,289.00	$8,624.92	($5,335.92)	$3,289.00
1024134035	2141 Heeb Street	$3,289.00	$3,401.69	($112.69)	$3,289.00
1024134034	2151 Heeb Street	$3,289.00	$2,174.65	$1,114.35	$2,174.65
	TOTAL	$19,734.00			$16,461.48

PRIVATE WATER SERVICE IMPROVEMENTS

PARCEL NUMBER	STREET ADDRESS	PRELIMINARY WATER SERVICE ASSESSMENT	FINAL WATER IMPROVEMENT COST	WATER SERVICE ASSESSMENT VARIANCE	FINAL WATER SERVICE ASSESSMENT
1024134049	2019 Heeb Street	$0.00	$2,800.00	($2,800.00)	$0.00
1024134039	2109 Heeb Street	$0.00	$0.00	$0.00	$0.00
1024134038	2109 Heeb Street	$7,590.00	$8,500.00	($910.00)	$7,590.00
1024134037	2121 Heeb Street	$7,590.00	$7,400.00	$190.00	$7,400.00
1024134036	2131 Heeb Street	$7,590.00	$5,500.00	$2,090.00	$5,500.00
1024134035	2141 Heeb Street	$7,590.00	$7,525.00	$65.00	$7,525.00
1024134034	2151 Heeb Street	$3,795.00	$4,575.00	($780.00)	$3,795.00
	TOTAL	$34,155.00			$31,810.00

FINAL ASSESSMENT NOTIFICATION SCHEDULE

The schedule for the Final Assessment public notification process is as follows:

Council Approve Final Schedule of Assessments		April 20, 2026
Mail Final Special Assessment Notice to Property Owners		April 24, 2026
Mail Financial Assistance Information to Property Owners		April 24, 2026
Publish Notice of Final Assessment	1st Publication:	April 24, 2026
	2nd Publication:	May 1, 2026
Deadline for Financial Assistance Applications		May 24, 2026
Deadline for Paying Assessment to City, Without Interest		May 24, 2026

ACTION TO BE TAKEN

The City Council is requested to adopt the attached resolutions accepting the Public Improvement, establishing the final contract amount, and approving the Final Schedule of Assessments for the Heeb Street Reconstruction Project.

Prepared by: Nathan Steffen, Civil Engineer

cc: Gus Psihoyos, City Engineer
Crenna Brumwell, City Attorney
Jenny Larson, Finance and Budget Director
Chris Lester, Water Department Director
Nathan Steffen, Civil Engineer

Prepared by Nathan Steffen, Civil Engineer III, 50 W 13th St, Dubuque, IA 52001, (563) 589-4270
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. _____-26

ACCEPTING THE HEEB STREET RECONSTRUCTION PROJECT AND AUTHORIZING FINAL PAYMENT TO THE CONTRACTOR

WHEREAS, the Heeb Street Reconstruction Project (the Project) included the reconstruction of the street with 7-inch asphalt pavement, new curb and gutter, new sidewalk on the west side, installation of a modified cul-de-sac at the end of the street and the complete replacement of all water main, sanitary main and associated services for both utilities; and

WHEREAS, the Public Improvement Contract for the Project has been completed by the contractor, Pirc-Tobin (Contractor), and the City Engineer has examined the work and recommends that the Project be accepted; and

WHEREAS, the final contract amount for the Project is $601,779.84; and

WHEREAS, the Contractor has previously been paid $583,726.44, leaving a balance of $18,053.40; and

WHEREAS, the City Council finds that the recommendation of the City Engineer should be accepted.

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

SECTION 1. The recommendation of the City Engineer is approved, and the Project is hereby accepted.

SECTION 2. The Chief Financial Officer is hereby directed to pay the balance of the retainage amount of $18,053.40 to the Contractor as provided in Iowa Code Chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code Chapter 573 or Iowa Chapter 26.13.

Passed, approved, and adopted this 20th day of April 2026.

_____
Brad M. Cavanagh, Mayor

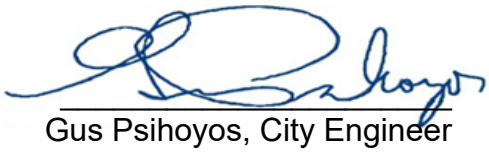
Attest:

_____
Trish L. Gleason, Assistant City Clerk

CITY ENGINEER CERTIFICATE OF FINAL COMPLETION OF THE HEEB STREET RECONSTRUCTION PROJECT

The undersigned City Engineer of the City of Dubuque, Iowa, hereby certifies that he has inspected the Heeb Street Reconstruction Project and work has been performed in compliance with the terms of the Public Improvement Contract, and that the total cost of the completed work is $663,239.42.

Dated this 15th day of April ,2026.



Gus Psihoyos, City Engineer

Filed in the office of the City Clerk on the 15th day of April ,2026

Trish L. Gleason, City Clerk

Prepared by Nathan Steffen, PE, 50 W 13th St., Dubuque, IA 52001, (563) 589-4270
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. _____-26

ADOPTING THE FINAL SCHEDULE OF ASSESSMENT FOR THE HEEB STREET RECONSTRUCTION PROJECT

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

After full consideration, the Final Schedule of Assessments as shown on the attached Exhibit A, is hereby approved for the Heeb Street Reconstruction Project.

There is hereby assessed and levied as a special tax against and upon each of the benefited properties, the respective sums indicated. The amounts shown in said Final Schedule of Assessments as deficiencies are found to be proper and levied conditionally against the respective properties benefited by the improvements as shown in the Final Schedule of Assessments, subject to the provisions of Iowa Code § 384.63. Said assessments against said lots are hereby declared to be in proportion to the special benefits conferred and not in excess of twenty-five percent of the value of same.

The City Clerk be and is hereby directed to certify the Final Schedule of Assessments to the County Treasurer of Dubuque County, Iowa, and to publish notice of said certification once each week for two consecutive weeks in the manner provided in Iowa Code § 362.3, the first publication of which shall be not more than fifteen days from the date of filing of the Final Schedule of Assessments. On or before the date of the second publication of the notice, the City Clerk shall also mail a copy of said notice to property owners whose property is subject to assessment, as provided in Iowa Code § 384.60.

The assessments may be paid in full or in part without interest at the office of the City Engineer, City Hall, 50 W. 13th Street, Dubuque, Iowa, at any time within 30 days after the date of the first notice of the Final Schedule of Assessments. Thereafter, unpaid assessments of $500.00 or more are payable in 15 annual installments at the County Treasurer's Office, Dubuque County Courthouse, 720 Central Avenue, Dubuque, Iowa, and will draw annual interest at three percent (3%) computed to December 1 next following the due dates of the respective installments as provided in Section 384.65 of the Code of Iowa. Each installment will be delinquent from October 1 following its due date on July 1 of each year. However, when the last day of September is a Saturday or Sunday, that amount shall be delinquent from the second business day of October. Delinquent installments will draw the same delinquent interest as ordinary taxes. Property owners may elect to pay any annual installments semi-annually in advance.

Passed, approved, and adopted this 20th day of April 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish L. Gleason, Assistant City Clerk

CITY OF DUBUQUE, IOWA
HEEB STREET
FINAL SCHEDULE OF VALUATION AND PROPOSED ASSESSMENTS
DATE: 04-20-2026

The following schedule is hereby determined to show each lot proposed to be assessed for the improvement shown in the title together with the amount proposed to be assessed against each lot and the valuations shown opposite each lot are hereby fixed as the true valuations of such lots by the City Council of the City of Dubuque.

public pvmt and private water & sewer total

PARCEL NUMBER	PROPERTY OWNER NAME	LOT DESCRIPTION	STREET ADDRESS	NET ASSESSED VALUATION	VALUATION WITH IMPROVEMENT	NET PAVING IMPROVEMENT COST	NET PAVING IMPROVEMENT DEFICIENCY	TOTAL PUBLIC IMPROVEMENT COST	WATER SERVICE PRIVATE COST	SANITARY SEWER PRIVATE COST	TOTAL NET ASSESSMENT	PUBLIC IMPROVEMENTS ASSESSMENT
1024134049	McClain, Francis T.	LOTS 7, 8, 10, 11, 12, S 30' OF LOT 9, E 60' OF N 20' OF LOT 9, W 125'- N 20' OF LOT 9 & S 10' OF LOT 6 ALL IN MARSHS ADD	2019 Heeb Street	$105,000	$108,428.75	$3,428.75		$3,428.75		$1,130.83	$4,559.58	$3,428.75
1024134039	Hayes, Nicolas & Amanda	N 40' OF LOT 6 MARSHS ADD	2109 Heeb Street	$13,100	$15,059.29	$1,959.29	$0.00	$1,959.29			$1,959.29	$1,959.29
1024134038	Hayes, Nicolas & Amanda	LOT 5 MARSHS ADD	2109 Heeb Street	$140,300	$142,749.11	$2,449.11	$0.00	$2,449.11	$7,590.00	$3,289.00	$13,328.11	$2,449.11
1024134037	Fossum, Steven H. & Pyzocha, Lynn A.	LOT 4 MARSHS ADD	2121 Heeb Street	$131,400	$133,849.11	$2,449.11	$0.00	$2,449.11	$7,400.00	$3,289.00	$13,138.11	$2,449.11
1024134036	Koons, Milton J Jr.	LOT 3 MARSHS ADD	2131 Heeb Street	$145,000	$147,449.11	$2,449.11	$0.00	$2,449.11	$5,500.00	$3,289.00	$11,238.11	$2,449.11
1024134035	Vangorden, Nicholas	S 45' OF LOT 2 MARSHS ADD	2141 Heeb Street	$123,000	$125,204.20	$2,204.20	$0.00	$2,204.20	$7,525.00	$3,289.00	$13,018.20	$2,204.20
1024134034	Hess, David Michael	S 40' OF LOT 1, N 5' OF LOT 2 & S 40' OF LOT 31 MARSHS ADD	2151 Heeb Street	$126,900	$128,717.60	$1,817.60	$0.00	$1,817.60	$3,795.00	$2,174.65	$7,787.25	$1,817.60
							TOTALS =	**$16,757.17**	**$31,810.00**	**$16,461.48**	**$65,028.65**	**$16,757.17**

Prepared by Nathan Steffen, PE, 50 W 13th St., Dubuque, IA 52001, (563) 589-4270
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

RESOLUTION NO. _____-26

ADOPTING THE FINAL SCHEDULE OF ASSESSMENT FOR THE HEEB STREET RECONSTRUCTION PROJECT

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

After full consideration, the Final Schedule of Assessments as shown on the attached Exhibit A, is hereby approved for the Heeb Street Reconstruction Project.

There is hereby assessed and levied as a special tax against and upon each of the benefited properties, the respective sums indicated. The amounts shown in said Final Schedule of Assessments as deficiencies are found to be proper and levied conditionally against the respective properties benefited by the improvements as shown in the Final Schedule of Assessments, subject to the provisions of Iowa Code § 384.63. Said assessments against said lots are hereby declared to be in proportion to the special benefits conferred and not in excess of twenty-five percent of the value of same.

The City Clerk be and is hereby directed to certify the Final Schedule of Assessments to the County Treasurer of Dubuque County, Iowa, and to publish notice of said certification once each week for two consecutive weeks in the manner provided in Iowa Code § 362.3, the first publication of which shall be not more than fifteen days from the date of filing of the Final Schedule of Assessments. On or before the date of the second publication of the notice, the City Clerk shall also mail a copy of said notice to property owners whose property is subject to assessment, as provided in Iowa Code § 384.60.

The assessments may be paid in full or in part without interest at the office of the City Engineer, City Hall, 50 W. 13th Street, Dubuque, Iowa, at any time within 30 days after the date of the first notice of the Final Schedule of Assessments. Thereafter, unpaid assessments of $500.00 or more are payable in 15 annual installments at the County Treasurer's Office, Dubuque County Courthouse, 720 Central Avenue, Dubuque, Iowa, and will draw annual interest at three percent (3%) computed to December 1 next following the due dates of the respective installments as provided in Section 384.65 of the Code of Iowa. Each installment will be delinquent from October 1 following its due date on July 1 of each year. However, when the last day of September is a Saturday or Sunday, that amount shall be delinquent from the second business day of October. Delinquent installments will draw the same delinquent interest as ordinary taxes. Property owners may elect to pay any annual installments semi-annually in advance.

Passed, approved, and adopted this 20th day of April 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Trish L. Gleason, Assistant City Clerk

CITY OF DUBUQUE, IOWA

HEEB STREET RECONSTRUCTION PROJECT

FINAL SCHEDULE OF ASSESSMENT

EXHIBIT A

DATE: 04-20-2026

The following schedule is hereby determined to show each lot proposed to be assessed for the improvement shown in the title together with the amount to be assessed against each lot and the valuations shown opposite each lot are hereby fixed as the true valuations of such lots by the City Council of the City of Dubuque.

PARCEL NUMBER	PROPERTY OWNER NAME	LOT DESCRIPTION	STREET ADDRESS	NET ASSESSED VALUATION	VALUATION WITH IMPROVEMENT	NET PAVING IMPROVEMENT COST	NET PAVING IMPROVEMENT DEFICIENCY	TOTAL PUBLIC IMPROVEMENT COST ①	WATER SERVICE PRIVATE COST ②	SANITARY SEWER SERVICE PRIVATE COST ③	TOTAL NET ASSESSMENT ①+②+③	STREET PUBLIC IMPROVEMENT ASSESSMENT
1024134049	McClain, Francis T.	LOTS 7, 8, 10, 11, 12, S 30' OF LOT 9, E 60' OF N 20' OF LOT 9, W 125'- N 20' OF LOT 9 & S 10' OF LOT 6 ALL IN MARSHS ADD	2019 Heeb Street	$105,000	$108,428.75	$3,428.75	$0.00	$3,428.75	$0.00	$1,130.83	$4,559.58	$3,428.75
1024134039	Hayes, Nicolas & Amanda	N 40' OF LOT 6 MARSHS ADD	2109 Heeb Street	$13,100	$15,059.29	$1,959.29	$0.00	$1,959.29	$0.00	$0.00	$1,959.29	$1,959.29
1024134038	Hayes, Nicolas & Amanda	LOT 5 MARSHS ADD	2109 Heeb Street	$140,300	$142,749.11	$2,449.11	$0.00	$2,449.11	$7,590.00	$3,289.00	$13,328.11	$2,449.11
1024134037	Fossum, Steven H. & Pyzocha, Lynn A.	LOT 4 MARSHS ADD	2121 Heeb Street	$131,400	$133,849.11	$2,449.11	$0.00	$2,449.11	$7,400.00	$3,289.00	$13,138.11	$2,449.11
1024134036	Koons, Milton J Jr.	LOT 3 MARSHS ADD	2131 Heeb Street	$145,000	$147,449.11	$2,449.11	$0.00	$2,449.11	$5,500.00	$3,289.00	$11,238.11	$2,449.11
1024134035	Vangorden, Nicholas	S 45' OF LOT 2 MARSHS ADD	2141 Heeb Street	$123,000	$125,204.20	$2,204.20	$0.00	$2,204.20	$7,525.00	$3,289.00	$13,018.20	$2,204.20
1024134034	Hess, David Michael	S 40' OF LOT 1, N 5' OF LOT 2 & S 40' OF LOT 31 MARSHS ADD	2151 Heeb Street	$126,900	$128,717.60	$1,817.60	$0.00	$1,817.60	$3,795.00	$2,174.65	$7,787.25	$1,817.60
							TOTALS =	**$16,757.17**	**$31,810.00**	**$16,461.48**	**$65,028.65**	**$16,757.17**

NOTICE TO PROPERTY OWNERS FOR FILING OF THE FINAL SCHEDULE OF ASSESSMENTS FOR THE HEEB STREET RECONSTRUCTION PROJECT

TO THE PERSONS OWNING PROPERTY WITHIN THE DISTRICT DESCRIBED AS FOLLOWS IN THE CITY OF DUBUQUE, IOWA:

The public improvement and location is as follows:

- All properties abutting or served by utilities on Heeb Street. Consisting of the properties which are described as follows:

  2019 Heeb Street
  2109 Heeb Street
  2109 Heeb Street
  2121 Heeb Street
  2131 Heeb Street
  2141 Heeb Street
  2151 Heeb Street

The proposed district to be benefited and subject to assessment for the cost of such improvements is described as follows:

Reconstruction of the following Street:

- Heeb Street

- Removal of the existing pavement and curb and gutter
- Excavation of the subgrade to allow the placement of granular sub-base
- Installation of storm sewer
- Reconstruction of the watermain
- Watermain private service laterals
- Reconstruction of the sanitary sewer
- Sanitary sewer private service laterals
- Installation of sub-drains
- Installation of 7-inch HMA pavement
- Installation of curb and gutter
- Installation of sidewalk along the west side of the street

All abutting property included with the areas described be assessed.

You are hereby notified that the Final Schedule of Assessments attached exhibit “A” against the benefited properties within the district described above, a copy of which Final Schedule of Assessments is attached exhibit A, has been adopted and the assessments confirmed by the City Council of the City of Dubuque, Iowa, and that said Final Schedule of Assessments has been certified to the Dubuque County Treasurer.

The assessments may be paid in full or in part without interest at the office of the City Engineer, City Hall, 50 W. 13th Street, Dubuque, Iowa, at any time within 30 days after the date of the first notice of the Final Schedule of Assessments. Thereafter, unpaid assessments of $500.00 or more are payable in 15 annual installments at the County Treasurer's Office, Dubuque County Courthouse, 720 Central Avenue, Dubuque, Iowa, and will draw annual interest at three percent (3%) computed to December 1 next following the due dates of the respective installments as provided in Section 384.65 of the Code of Iowa. Each installment will be delinquent from October 1 following its due date on July 1 of each year. However, when the last day of September is a Saturday or Sunday, that amount shall be delinquent from the second business day of October. Delinquent installments will draw the same delinquent interest as ordinary taxes. Property owners may elect to pay any annual installments semi-annually in advance.

_____

Trish L. Gleason, Assistant City Clerk

Copyrighted
April 20, 2026

City of Dubuque
City Council

ACTION ITEMS # 5.

ITEM TITLE:	Funding Recommendation - Sustainable Dubuque Community Grant Program
SUMMARY:	City Manager recommending City Council approval of the recommendations of the Resilient Community Advisory Commission regarding Round 33 funding of the Sustainable Dubuque Community Grant program. RESOLUTION Awarding Sustainable Dubuque Grant to Arboretum and Botanical Gardens RESOLUTION Awarding Sustainable Dubuque Grant to Church of the Resurrection RESOLUTION Awarding Sustainable Dubuque Grant to Dubuque Community School District RESOLUTION Awarding Sustainable Dubuque Grant to Dubuque Rendezvous RESOLUTION Awarding Sustainable Dubuque Grant to Hills and Dales RESOLUTION Awarding Sustainable Dubuque Grant to Liberty Recovery RESOLUTION Awarding Sustainable Dubuque Grant to Revolution Farms LLC
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Sustainable Dubuque Community Grant Award Recommendation
2. Staff Memo SD Community Grant Recommendation CC_04202026
3. Resolution_ArboretumandBotanicalGardens_04202026
4. Resolution_ChurchoftheResurrection_04202026
5. Resolution_DCSD_04202026
6. Resolution_DubuqueRendezvous_04202026
7. Resolution_HillsandDales_04202026
8. Resolution_LibertyRecovery_04202026
9. Resolution_ReEvolutionFarms_04202026

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Sustainable Dubuque Community Grant Award Recommendation

DATE: April 14, 2026

Director of Sustainability Gina Bell is recommending City Council approve the recommendations of the Resilient Community Advisory Commission regarding Round 33 funding of the Sustainable Dubuque Community Grant program.

The total recommended funding for this round is $14,625, exhausting the fund for the year. Two applications received only partial funding.

ORGANIZATION	PROJECT	AWARD
Arboretum and Botanical Gardens	Native Garden - planting and signage	$2,500.00
Church of the Resurrection	Pocket Prairie	$625.00
Dubuque Community School District	Pocket Prairies at 3 schools	$2,500.00
Dubuque Rendezvous!	Art and Climate Festival	$2,500.00
Hills & Dales	Mobility Mural	$2,500.00
Liberty Recovery	Bike Racks	$2,000.00
ReEvolution Farms	Urban Agriculture Outreach and Snacks	$2,000.00
	TOTAL	**$14,625.00**

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gina Bell, Director of Sustainability

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael Van Milligen, City Manager

FROM: Gina Bell, Director of Sustainability

SUBJECT: Sustainable Dubuque Community Grant Award Recommendation

DATE: April 12, 2026

INTRODUCTION
The purpose of this memo is to present the recommendations of the Resilient Community Advisory Commission (RCAC) for Round 33 of the Sustainable Dubuque Community Grant applications.

BACKGROUND
In 2013, the City Council approved the Sustainable Dubuque Community Grant program to catalyze community leaders in the Sustainable Dubuque initiative. The grants are available to any residents, non-profits or businesses who propose a project that addresses at least one of the twelve sustainability principles and includes an element of community engagement or education in their project.

$25,000 was allocated for grant disbursement in FY26. Eleven (11) eligible applications were received in this first round (October 2025) with a total funding request of $23,548. Ten (10) eligible applications were received in the second round (March 2026) requesting $23,802. All commissioners were invited to submit their individuals scores and comments.

DISCUSSION
The following applications are recommended for funding:

ORGANIZATION	PROJECT	AWARD
Arboretum and Botanical Gardens	Native Garden – planting and signage	$2,500.00
Church of the Resurrection	Pocket Prairie	$625.00
Dubuque Community School District	Pocket Prairies at 3 schools	$2,500.00
Dubuque Rendezvous!	Art and Climate Festival	$2,500.00
Hills & Dales	Mobility Mural	$2,500.00
Liberty Recovery	Bike Racks	$2,000.00
ReEvolution Farms	Urban Agriculture Outreach and Snacks	$2,000.00
	TOTAL	**$14,625.00**

The total recommended funding for this round is $14,625, exhausting the fund for the year. Two applications received only partial funding. Three applications received were not eligible due to location of proposed work falling outside of city limits.

REQUESTED ACTION
I respectfully request City Council approve the recommendations of the RCAC regarding Round 33 funding of the Sustainable Dubuque Community Grant program.

Attachments
Resolution_ Arboretum and Botanical Gardens
Resolution_ Church of the Resurrection
Resolution_ Dubuque Community School District
Resolution_ Dubuque Rendezvous!
Resolution_ Hills & Dales
Resolution_ Liberty Recovery
Resolution_ ReEvolution Farms

Prepared by Crenna Brumwell, Esq., 300 Main St., Ste. 330, Dubuque IA 52001-6944, (563) 583-4113

Return to Gina Bell, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4120

RESOLUTION NO. _____ - 26

AWARDING SUSTAINABLE DUBUQUE GRANT TO ARBORETUM AND BOTANICAL GARDENS

WHEREAS, the City Council adopts goals on an annual basis; and

WHEREAS, sustainability first appeared as a City Council goal in 2006; and

WHEREAS, in 2010 the City Council adopted the Dubuque Greenhouse Gas (GHG) Inventory, the first step in developing a Climate Action Plan (CAP) for Dubuque; and

WHEREAS, the inventory measured gases emitted by City operations for the baseline year 2003, and again for 2007, and predicted future emissions if business as usual occurred, and provided the City a tool to set emission reduction targets to improve and maintain healthy air quality; and

WHEREAS, a 2014 update to the GHG inventory revealed that the community had reduced their GHG emissions 11% since 2003, and

WHEREAS, the 2019 update to the GHG inventory reported a 27% reduction in GHG emissions since 2003; and

WHEREAS, the 2022 update to the GHG inventory reported a 34% reduction in GHG emissions since 2003; and

WHEREAS, the City Council adopted “The 50% by 2030 Plan” in 2013, and updated the plan in 2020, as a non-binding, voluntary effort to identify opportunities to reduce Dubuque’s community greenhouse gas emissions; and

WHEREAS, The 50% by 2030 Plan is used in the following ways:

- Informing officials during goal-setting and budget decisions,

- Informing businesses and individuals about potential emission and cost-saving options,
- Showcasing success stories,
- Providing a roadmap that can be added to or adjusted, and
- Exposing from where Dubuque's GHG emissions really come; and

WHEREAS, sustainability has remained a goal; and

WHEREAS, the City Council in 2026 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

WHEREAS, the City Council in 2026 reaffirmed its commitment to sustainability by adopting the specific goal, Livable Neighborhoods and Housing: Great Place to Live"; and

WHEREAS, the Sustainable Dubuque Grant program is the intersection of the City's goals related to sustainability, access, viability, partnerships, and the creation of housing, which is livable, affordable, and sustainable; and

WHEREAS, the Sustainable Dubuque Grant program meets the needs of the Dubuque community's vision for sustainability; and

WHEREAS, efforts which address a Sustainable Dubuque principle and offer a community engagement activity or community education activity benefit the entirety of the community and the specifically adopted goals of the City Council; and

WHEREAS, the grant recipients shall plant natives in the Native Rain & Woodland Wildflower Garden and create educational signage to enhance visitor learning about native plants, sustainable water practices, and conservation.

WHEREAS, the City Council believes it is in the best interest of the City of Dubuque to further sustainability efforts in the community for the benefit of all residents and visitors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

DUBUQUE, IOWA:

Section 1. The City Council hereby awards a Sustainable Dubuque Grant to Arboretum and Botanical Gardens

Section 2. The City Manager or his designee shall enter into a grant agreement with Arboretum and Botanical Gardens and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved and adopted this ___ day of April 2026.

Brad Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

Prepared by Crenna Brumwell, Esq., 300 Main St., Ste. 330, Dubuque IA 52001-6944, (563) 583-4113

Return to Gina Bell, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4120

RESOLUTION NO. _____ - 26

AWARDING SUSTAINABLE DUBUQUE GRANT TO CHURCH OF THE RESURRECTION

WHEREAS, the City Council adopts goals on an annual basis; and

WHEREAS, sustainability first appeared as a City Council goal in 2006; and

WHEREAS, in 2010 the City Council adopted the Dubuque Greenhouse Gas (GHG) Inventory, the first step in developing a Climate Action Plan (CAP) for Dubuque; and

WHEREAS, the inventory measured gases emitted by City operations for the baseline year 2003, and again for 2007, and predicted future emissions if business as usual occurred, and provided the City a tool to set emission reduction targets to improve and maintain healthy air quality; and

WHEREAS, a 2014 update to the GHG inventory revealed that the community had reduced their GHG emissions 11% since 2003, and

WHEREAS, the 2019 update to the GHG inventory reported a 27% reduction in GHG emissions since 2003; and

WHEREAS, the 2022 update to the GHG inventory reported a 34% reduction in GHG emissions since 2003; and

WHEREAS, the City Council adopted “The 50% by 2030 Plan” in 2013, and updated the plan in 2020, as a non-binding, voluntary effort to identify opportunities to reduce Dubuque’s community greenhouse gas emissions; and

WHEREAS, The 50% by 2030 Plan is used in the following ways:

- Informing officials during goal-setting and budget decisions,

- Informing businesses and individuals about potential emission and cost-saving options,
- Showcasing success stories,
- Providing a roadmap that can be added to or adjusted, and
- Exposing from where Dubuque's GHG emissions really come; and

WHEREAS, sustainability has remained a goal; and

WHEREAS, the City Council in 2026 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

WHEREAS, the City Council in 2026 reaffirmed its commitment to sustainability by adopting the specific goal, Livable Neighborhoods and Housing: Great Place to Live"; and

WHEREAS, the Sustainable Dubuque Grant program is the intersection of the City's goals related to sustainability, access, viability, partnerships, and the creation of housing, which is livable, affordable, and sustainable; and

WHEREAS, the Sustainable Dubuque Grant program meets the needs of the Dubuque community's vision for sustainability; and

WHEREAS, efforts which address a Sustainable Dubuque principle and offer a community engagement activity or community education activity benefit the entirety of the community and the specifically adopted goals of the City Council; and

WHEREAS, the grant recipients shall purchase materials and build raised garden beds to provide locally grown vegetables and herbs to parish and community members.

WHEREAS, the City Council believes it is in the best interest of the City of Dubuque to further sustainability efforts in the community for the benefit of all residents and visitors.

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

Section 1. The City Council hereby awards a Sustainable Dubuque Grant to Church of the Resurrection

Section 2. The City Manager or his designee shall enter into a grant agreement with Church of the Resurrection and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved and adopted this ___ day of April 2026.

Brad Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

Prepared by Crenna Brumwell, Esq., 300 Main St., Ste. 330, Dubuque IA 52001-6944, (563) 583-4113

Return to Gina Bell, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4120

RESOLUTION NO. _____ - 26

AWARDING SUSTAINABLE DUBUQUE GRANT TO DUBUQUE COMMUNITY SCHOOL DISTRICT

WHEREAS, the City Council adopts goals on an annual basis; and

WHEREAS, sustainability first appeared as a City Council goal in 2006; and

WHEREAS, in 2010 the City Council adopted the Dubuque Greenhouse Gas (GHG) Inventory, the first step in developing a Climate Action Plan (CAP) for Dubuque; and

WHEREAS, the inventory measured gases emitted by City operations for the baseline year 2003, and again for 2007, and predicted future emissions if business as usual occurred, and provided the City a tool to set emission reduction targets to improve and maintain healthy air quality; and

WHEREAS, a 2014 update to the GHG inventory revealed that the community had reduced their GHG emissions 11% since 2003, and

WHEREAS, the 2019 update to the GHG inventory reported a 27% reduction in GHG emissions since 2003; and

WHEREAS, the 2022 update to the GHG inventory reported a 34% reduction in GHG emissions since 2003; and

WHEREAS, the City Council adopted “The 50% by 2030 Plan” in 2013, and updated the plan in 2020, as a non-binding, voluntary effort to identify opportunities to reduce Dubuque’s community greenhouse gas emissions; and

WHEREAS, The 50% by 2030 Plan is used in the following ways:

- Informing officials during goal-setting and budget decisions,

- Informing businesses and individuals about potential emission and cost-saving options,
- Showcasing success stories,
- Providing a roadmap that can be added to or adjusted, and
- Exposing from where Dubuque's GHG emissions really come; and

WHEREAS, sustainability has remained a goal; and

WHEREAS, the City Council in 2026 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

WHEREAS, the City Council in 2026 reaffirmed its commitment to sustainability by adopting the specific goal, Livable Neighborhoods and Housing: Great Place to Live"; and

WHEREAS, the Sustainable Dubuque Grant program is the intersection of the City's goals related to sustainability, access, viability, partnerships, and the creation of housing, which is livable, affordable, and sustainable; and

WHEREAS, the Sustainable Dubuque Grant program meets the needs of the Dubuque community's vision for sustainability; and

WHEREAS, efforts which address a Sustainable Dubuque principle and offer a community engagement activity or community education activity benefit the entirety of the community and the specifically adopted goals of the City Council; and

WHEREAS, the grant recipients shall install native pocket prairie habitat at three Dubuque elementary schools that will create outdoor classrooms for students to learn about native plants, pollinators, biodiversity, and climate resilience.

WHEREAS, the City Council believes it is in the best interest of the City of Dubuque to further sustainability efforts in the community for the benefit of all residents and visitors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

DUBUQUE, IOWA:

Section 1. The City Council hereby awards a Sustainable Dubuque Grant to Dubuque Community School District

Section 2. The City Manager or his designee shall enter into a grant agreement with Dubuque Community School District and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved and adopted this ___ day of April 2026.

Brad Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

Prepared by Crenna Brumwell, Esq., 300 Main St., Ste. 330, Dubuque IA 52001-6944, (563) 583-4113

Return to Gina Bell, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4120

RESOLUTION NO. _____ - 26

AWARDING SUSTAINABLE DUBUQUE GRANT TO DUBUQUE RENDEZVOUS!

WHEREAS, the City Council adopts goals on an annual basis; and

WHEREAS, sustainability first appeared as a City Council goal in 2006; and

WHEREAS, in 2010 the City Council adopted the Dubuque Greenhouse Gas (GHG) Inventory, the first step in developing a Climate Action Plan (CAP) for Dubuque; and

WHEREAS, the inventory measured gases emitted by City operations for the baseline year 2003, and again for 2007, and predicted future emissions if business as usual occurred, and provided the City a tool to set emission reduction targets to improve and maintain healthy air quality; and

WHEREAS, a 2014 update to the GHG inventory revealed that the community had reduced their GHG emissions 11% since 2003, and

WHEREAS, the 2019 update to the GHG inventory reported a 27% reduction in GHG emissions since 2003; and

WHEREAS, the 2022 update to the GHG inventory reported a 34% reduction in GHG emissions since 2003; and

WHEREAS, the City Council adopted “The 50% by 2030 Plan” in 2013, and updated the plan in 2020, as a non-binding, voluntary effort to identify opportunities to reduce Dubuque’s community greenhouse gas emissions; and

WHEREAS, The 50% by 2030 Plan is used in the following ways:

- Informing officials during goal-setting and budget decisions,

- Informing businesses and individuals about potential emission and cost-saving options,
- Showcasing success stories,
- Providing a roadmap that can be added to or adjusted, and
- Exposing from where Dubuque's GHG emissions really come; and

WHEREAS, sustainability has remained a goal; and

WHEREAS, the City Council in 2026 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

WHEREAS, the City Council in 2026 reaffirmed its commitment to sustainability by adopting the specific goal, Livable Neighborhoods and Housing: Great Place to Live"; and

WHEREAS, the Sustainable Dubuque Grant program is the intersection of the City's goals related to sustainability, access, viability, partnerships, and the creation of housing, which is livable, affordable, and sustainable; and

WHEREAS, the Sustainable Dubuque Grant program meets the needs of the Dubuque community's vision for sustainability; and

WHEREAS, efforts which address a Sustainable Dubuque principle and offer a community engagement activity or community education activity benefit the entirety of the community and the specifically adopted goals of the City Council; and

WHEREAS, the grant recipients shall create and host a cultural platform, community gathering, and environmental forum including sculpture installations, music, theater, spoken word, and more.

WHEREAS, the City Council believes it is in the best interest of the City of Dubuque to further sustainability efforts in the community for the benefit of all residents and visitors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

DUBUQUE, IOWA:

Section 1. The City Council hereby awards a Sustainable Dubuque Grant to Dubuque Rendezvous!

Section 2. The City Manager or his designee shall enter into a grant agreement with Dubuque Rendezvous! and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved and adopted this ___ day of April 2026.

Brad Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

Prepared by Crenna Brumwell, Esq., 300 Main St., Ste. 330, Dubuque IA 52001-6944, (563) 583-4113

Return to Gina Bell, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4120

RESOLUTION NO. _____ - 26

AWARDING SUSTAINABLE DUBUQUE GRANT TO HILLS AND DALES

WHEREAS, the City Council adopts goals on an annual basis; and

WHEREAS, sustainability first appeared as a City Council goal in 2006; and

WHEREAS, in 2010 the City Council adopted the Dubuque Greenhouse Gas (GHG) Inventory, the first step in developing a Climate Action Plan (CAP) for Dubuque; and

WHEREAS, the inventory measured gases emitted by City operations for the baseline year 2003, and again for 2007, and predicted future emissions if business as usual occurred, and provided the City a tool to set emission reduction targets to improve and maintain healthy air quality; and

WHEREAS, a 2014 update to the GHG inventory revealed that the community had reduced their GHG emissions 11% since 2003, and

WHEREAS, the 2019 update to the GHG inventory reported a 27% reduction in GHG emissions since 2003; and

WHEREAS, the 2022 update to the GHG inventory reported a 34% reduction in GHG emissions since 2003; and

WHEREAS, the City Council adopted “The 50% by 2030 Plan” in 2013, and updated the plan in 2020, as a non-binding, voluntary effort to identify opportunities to reduce Dubuque’s community greenhouse gas emissions; and

WHEREAS, The 50% by 2030 Plan is used in the following ways:

- Informing officials during goal-setting and budget decisions,

- Informing businesses and individuals about potential emission and cost-saving options,
- Showcasing success stories,
- Providing a roadmap that can be added to or adjusted, and
- Exposing from where Dubuque's GHG emissions really come; and

WHEREAS, sustainability has remained a goal; and

WHEREAS, the City Council in 2026 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

WHEREAS, the City Council in 2026 reaffirmed its commitment to sustainability by adopting the specific goal, Livable Neighborhoods and Housing: Great Place to Live"; and

WHEREAS, the Sustainable Dubuque Grant program is the intersection of the City's goals related to sustainability, access, viability, partnerships, and the creation of housing, which is livable, affordable, and sustainable; and

WHEREAS, the Sustainable Dubuque Grant program meets the needs of the Dubuque community's vision for sustainability; and

WHEREAS, efforts which address a Sustainable Dubuque principle and offer a community engagement activity or community education activity benefit the entirety of the community and the specifically adopted goals of the City Council; and

WHEREAS, the grant recipients shall develop and install a street mural created by community members of all abilities that will empower artists with differing mobilities.

WHEREAS, the City Council believes it is in the best interest of the City of Dubuque to further sustainability efforts in the community for the benefit of all residents and visitors.

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

Section 1. The City Council hereby awards a Sustainable Dubuque Grant to Hills and Dales

Section 2. The City Manager or his designee shall enter into a grant agreement with Hills and Dales and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved and adopted this ___ day of April 2026.

Brad Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

Prepared by Crenna Brumwell, Esq., 300 Main St., Ste. 330, Dubuque IA 52001-6944, (563) 583-4113

Return to Gina Bell, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4120

RESOLUTION NO. _____ - 26

AWARDING SUSTAINABLE DUBUQUE GRANT TO LIBERTY RECOVERY

WHEREAS, the City Council adopts goals on an annual basis; and

WHEREAS, sustainability first appeared as a City Council goal in 2006; and

WHEREAS, in 2010 the City Council adopted the Dubuque Greenhouse Gas (GHG) Inventory, the first step in developing a Climate Action Plan (CAP) for Dubuque; and

WHEREAS, the inventory measured gases emitted by City operations for the baseline year 2003, and again for 2007, and predicted future emissions if business as usual occurred, and provided the City a tool to set emission reduction targets to improve and maintain healthy air quality; and

WHEREAS, a 2014 update to the GHG inventory revealed that the community had reduced their GHG emissions 11% since 2003, and

WHEREAS, the 2019 update to the GHG inventory reported a 27% reduction in GHG emissions since 2003; and

WHEREAS, the 2022 update to the GHG inventory reported a 34% reduction in GHG emissions since 2003; and

WHEREAS, the City Council adopted “The 50% by 2030 Plan” in 2013, and updated the plan in 2020, as a non-binding, voluntary effort to identify opportunities to reduce Dubuque’s community greenhouse gas emissions; and

WHEREAS, The 50% by 2030 Plan is used in the following ways:

- Informing officials during goal-setting and budget decisions,

- Informing businesses and individuals about potential emission and cost-saving options,
- Showcasing success stories,
- Providing a roadmap that can be added to or adjusted, and
- Exposing from where Dubuque's GHG emissions really come; and

WHEREAS, sustainability has remained a goal; and

WHEREAS, the City Council in 2026 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

WHEREAS, the City Council in 2026 reaffirmed its commitment to sustainability by adopting the specific goal, Livable Neighborhoods and Housing: Great Place to Live"; and

WHEREAS, the Sustainable Dubuque Grant program is the intersection of the City's goals related to sustainability, access, viability, partnerships, and the creation of housing, which is livable, affordable, and sustainable; and

WHEREAS, the Sustainable Dubuque Grant program meets the needs of the Dubuque community's vision for sustainability; and

WHEREAS, efforts which address a Sustainable Dubuque principle and offer a community engagement activity or community education activity benefit the entirety of the community and the specifically adopted goals of the City Council; and

WHEREAS, the grant recipients shall purchase and install four recycled plastic bicycle storage racks to create availability and safe bike storage to residents.

WHEREAS, the City Council believes it is in the best interest of the City of Dubuque to further sustainability efforts in the community for the benefit of all residents and visitors.

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

Section 1. The City Council hereby awards a Sustainable Dubuque Grant to Liberty Recovery

Section 2. The City Manager or his designee shall enter into a grant agreement with Liberty Recovery and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved and adopted this ___ day of April 2026.

Brad Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

Prepared by Crenna Brumwell, Esq., 300 Main St., Ste. 330, Dubuque IA 52001-6944, (563) 583-4113

Return to Gina Bell, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4120

RESOLUTION NO. _____ - 26

AWARDING SUSTAINABLE DUBUQUE GRANT TO ReEVOLUTION FARMS LLC

WHEREAS, the City Council adopts goals on an annual basis; and

WHEREAS, sustainability first appeared as a City Council goal in 2006; and

WHEREAS, in 2010 the City Council adopted the Dubuque Greenhouse Gas (GHG) Inventory, the first step in developing a Climate Action Plan (CAP) for Dubuque; and

WHEREAS, the inventory measured gases emitted by City operations for the baseline year 2003, and again for 2007, and predicted future emissions if business as usual occurred, and provided the City a tool to set emission reduction targets to improve and maintain healthy air quality; and

WHEREAS, a 2014 update to the GHG inventory revealed that the community had reduced their GHG emissions 11% since 2003, and

WHEREAS, the 2019 update to the GHG inventory reported a 27% reduction in GHG emissions since 2003; and

WHEREAS, the 2022 update to the GHG inventory reported a 34% reduction in GHG emissions since 2003; and

WHEREAS, the City Council adopted “The 50% by 2030 Plan” in 2013, and updated the plan in 2020, as a non-binding, voluntary effort to identify opportunities to reduce Dubuque’s community greenhouse gas emissions; and

WHEREAS, The 50% by 2030 Plan is used in the following ways:

- Informing officials during goal-setting and budget decisions,

- Informing businesses and individuals about potential emission and cost-saving options,
- Showcasing success stories,
- Providing a roadmap that can be added to or adjusted, and
- Exposing from where Dubuque's GHG emissions really come; and

WHEREAS, sustainability has remained a goal; and

WHEREAS, the City Council in 2026 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

WHEREAS, the City Council in 2026 reaffirmed its commitment to sustainability by adopting the specific goal, Livable Neighborhoods and Housing: Great Place to Live"; and

WHEREAS, the Sustainable Dubuque Grant program is the intersection of the City's goals related to sustainability, access, viability, partnerships, and the creation of housing, which is livable, affordable, and sustainable; and

WHEREAS, the Sustainable Dubuque Grant program meets the needs of the Dubuque community's vision for sustainability; and

WHEREAS, efforts which address a Sustainable Dubuque principle and offer a community engagement activity or community education activity benefit the entirety of the community and the specifically adopted goals of the City Council; and

WHEREAS, the grant recipients shall subsidize hands-on sustainable agriculture education and pilot healthy freeze-dried snacks for Lincoln Elementary special programs students to expand access to local food education and nutrition.

WHEREAS, the City Council believes it is in the best interest of the City of Dubuque to further sustainability efforts in the community for the benefit of all residents and visitors.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

DUBUQUE, IOWA:

Section 1. The City Council hereby awards a Sustainable Dubuque Grant to ReEvolution Farms LLC

Section 2. The City Manager or his designee shall enter into a grant agreement with ReEvolution Farms LLC and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved and adopted this ___ day of April 2026.

Brad Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

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April 20, 2026

City of Dubuque
City Council

ACTION ITEMS # 6.

ITEM TITLE:	Development Agreement Linseed Lofts, LLC Second Amendment
SUMMARY:	City Manager recommending approval of the Second Amendment to Development Agreement between the City of Dubuque and Linseed Lofts, LLC. RESOLUTION Approving the Second Amendment to Development Agreement between the City of Dubuque, Iowa and Linseed Lofts, LLC
SUGGUESTED DISPOSITION:	Receive and File; Adopt Resolution(s)

ATTACHMENTS:

1. MVM Memo Second Amendment to Development Agreement By and Between the City of Dubuque, Iowa and Linseed Lofts, LLC
2. Staff Memo
3. Resolution
4. Linseed Lofts - City - Second Amendment to Development Agreement - signed

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Second Amendment to Development Agreement By and Between the City of Dubuque, Iowa and Linseed Lofts, LLC

DATE: April 16, 2026

Senior Counsel Barry Lindahl is recommending City Council approval of the Second Amendment to Development Agreement between the City of Dubuque and Linseed Lofts, LLC.

The Second Amendment to the Development Agreement is clarifying that Linseed Lofts, LLC is now the Developer under the Development Agreement.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Barry Lindahl, Senior Counsel
Jill Connors, Economic Development Director

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BARRY A. LINDAHL, ESQ.
SENIOR COUNSEL

MEMO

TO: City Manager Michael C. Van Milligen

DATE: APRIL 20, 2026

RE: Second Amendment to Development Agreement By and Between the City of Dubuque, Iowa and Linseed Lofts, LLC

Attached to this Memorandum is the Second Amendment to Development Agreement between the City of Dubuque and Linseed Lofts, LLC.

The City and Wilmac Property Company (Wilmac) entered into a Development Agreement dated March 7, 2013, for the property at 151 East 9th Street, which Development Agreement was assigned by Wilmac to Betty Building, LLC (Betty) by an Assignment dated October 6, 2014 and further assigned by Betty to Carmac Management, Inc. by an Assignment dated November 2, 2021. All of these transfers were between related entities and were necessary to facilitate the use of tax credits for the project.

Carmac is now the Developer. Carmac has completed the project contemplated by the Development Agreement and the property is fully operational. Tax increment financing payments and continuing obligations of the Developer remain under the Development Agreement.

Carmac has entered into an agreement to sell the property subject to the Development Agreement to Linseed Lofts, LLC. As a part of that transaction Carmac has agreed to assign its rights and obligations under the Development Agreement to Linseed Lofts, LLC and that entity has agreed to accept all such rights and obligations.

The City Council has approved the Assignment to Linseed Lofts, LLC. Linseed Lofts, LLC is requesting City Council approval of the Second Amendment to the Development Agreement clarifying that Linseed Lofts, LLC is now the Developer under the Development Agreement.

I request that City Council adopt the attached Resolution approving the Second Amendment.

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

cc:
Crenna Brumwell, City Attorney
Jill Connors, Economic Development Director

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

RESOLUTION NO. _____-26

APPROVING THE SECOND AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DUBUQUE, IOWA AND LINSEED LOFTS, LLC

WHEREAS, the City of Dubuque and Wilmac Property Company (Wilmac) entered into a Development Agreement dated March 7, 2013, for the property at 151 East 9th Street, which Development Agreement was assigned by Wilmac to Betty Building, LLC (Betty) by an Assignment dated October 6, 2014 and further assigned by Betty to Carmac Management, Inc. (Carmac) by an Assignment dated November 2, 2021; and

WHEREAS, Carmac is now the Developer and has completed the project contemplated by the Development Agreement and the property is fully operational; and

WHEREAS, Carmac has entered into an agreement to sell the property subject to the Development Agreement to Linseed Lofts, LLC; and

WHEREAS, as a part of that transaction Carmac has agreed to assign its rights and obligations under the Development Agreement to Linseed Lofts, LLC and that entity has agreed to accept all such rights and obligations; and

WHEREAS, Carmac has requested that the City Council approve and consent to the Assignment of the Development Agreement; and

WHEREAS, the City Council has approved the Assignment; and

WHEREAS, Linseed Lofts, LLC has requested the attached Second Amendment to Development Agreement stating that Linseed Lofts, LLC is now the Developer under the Development Agreement; and

WHEREAS, the City Council finds that approving the Second Amendment is in the bests 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 Second Amendment is hereby approved.

Section 2. The Mayor is authorized and directed to sign the Second Amendment on behalf of the City of Dubuque.

Passed, approved and adopted this 20th day of April, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DUBUQUE, IOWA AND LINSEED LOFTS, LLC

This Second Amendment to Development Agreement, dated for reference purposes the 1st day of April, 2026, is made and entered into by and between the City of Dubuque, Iowa ("City") and Linseed Lofts, LLC ("Developer").

WHEREAS, City and Wilmac Property Company previously entered into a Development Agreement dated the 7th day of March, 2013 (the "Development Agreement"); and,

WHEREAS, Wilmac Property Company, with the consent of City, assigned its rights in and under the Development Agreement to Betty Building, LLC by Assignment of Development Agreement dated October 10, 2014; and,

WHEREAS, City and Betty Building, LLC entered into a First Amendment to the Development Agreement dated October 20, 2014; and,

WHEREAS, Betty Building, LLC, with the consent of City, assigned its rights under the Development Agreement to Carmac Management, Inc. by Assignment of Development Agreement dated November 2, 2021; and,

WHEREAS, Carmac Management, Inc., with consent of City, assigned its rights under the Development Agreement to Linseed Lofts, LLC by Assignment of Development Agreement dated March 19, 2026; and,

WHEREAS, City and Developer desire to amend the Development Agreement as set forth herein:

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN CITY AND DEVELOPER THAT THE DEVELOPMENT AGREEMENT IS AMENDED AS FOLLOWS:

1) Effective April 1, 2026, all rights and obligations of Developer pursuant to the Development Agreement shall be transferred to the Developer (i.e. Linseed Lofts, LLC) pursuant to the Assignment from Carmac Management, Inc. dated March 19, 2026.

2) Except as specifically provided otherwise herein, in all other respects, the Development Agreement, as amended, is hereby ratified and confirmed by City and Developer and shall continue in full force and effect.

CITY OF DUBUQUE, IOWA

By: _____
Brad Cavanagh, Mayor

ATTEST:

By: _____
Adrienne N. Breitfelder, City Clerk

LINSEED LOFTS, LLC

By: _____
Jeffery R. Manders, Its Authorized Representative

Copyrighted
April 20, 2026

City of Dubuque
City Council

ACTION ITEMS # 7.

ITEM TITLE:	Ordinance Amendment - Division of Revenue in the Dubuque Industrial Center Economic Development District Urban Renewal Area
SUMMARY:	City Manager recommending City Council approval of Version 2026.1 of the Amended and Restated Urban Renewal Plan, and is also recommending that the City Council approve the ordinance attached hereto for the Dubuque Industrial Center Economic Development District. ORDINANCE Correcting and Amending Ordinance No. 46-25, 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 Y to the Division of Revenues
SUGGUESTED DISPOSITION:	Receive and File; Motion B; Motion A

ATTACHMENTS:

1. MVM Memo Amending Tax Increment Ordinance DICE Version 2026_1
2. Staff Memo
3. Dubuque Industrial Center Economic Development District Urban Renewal Plan Version 2026.1
4. Ordinance

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TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: Amending Tax Increment Ordinance 46-25 for the Dubuque Industrial Center Economic Development District, as amended by Version 2026.1 of the Amended and Restated Urban Renewal Plan

DATE: April 14, 2026

Economic Development Director Jill Connors is recommending City Council approval of Version 2026.1 of the Amended and Restated Urban Renewal Plan, and is also recommending that the City Council approve the ordinance attached hereto for the Dubuque Industrial Center Economic Development District.

The primary goal of Version 2026.1 of the Amended and Restated Plan is to expand the District by creating a new Subarea Y. The expansion of the District is necessary to encourage future development of the land in Subarea Y. The proposed Subarea Y consists of one parcel of land, which is currently undeveloped.

The proposed Subarea Y exists within the Dubuque Industrial Center West Industrial Park on Chavenelle Road. However, the privately-owned land has never been included in the Dubuque Industrial Center Urban Renewal Area. Including Subarea Y in the Urban Renewal Area will allow for and encourage future development of the land. City staff have been approached by a private developer regarding a potential industrial project on this property. Adding the property to the Urban Renewal Area would make financial incentives available if a development agreement is ultimately reached.

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

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jill Connors, Economic Development Director

Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
http://www.cityofdubuque.org

TO: Michael C. Van Milligen, City Manager

FROM: Jill M. Connors, Economic Development Director

SUBJECT: Amending Tax Increment Ordinance 46-25 for the Dubuque Industrial Center Economic Development District, as amended by Version 2026.1 of the Amended and Restated Urban Renewal Plan

DATE: April 10, 2026

INTRODUCTION

This memorandum presents for City Council consideration a tax increment ordinance amending the tax increment financing (TIF) District for the Dubuque Industrial Center Economic Development District Urban Renewal Area. The proposed ordinance was reviewed by the City Attorney's Office and is attached to this memo.

The proposed amendment would expand the TIF district to include a new Subarea Y, in alignment with the Amended and Restated Urban Renewal Plan, Version 2026.1.

BACKGROUND

The Dubuque Industrial Center Economic Development District Urban Renewal Area was originally established in 1988. It has been amended and restated on several occasions over the years to expand the boundaries to accommodate further growth and economic development opportunities.

Before a municipality can exercise the authority conferred by Chapter 403 "Urban Renewal" of the Iowa Code, a Resolution of Necessity must be adopted finding that the area being considered for urban renewal district designation is either a slum, blighted or economic development area and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of the area is necessary in the interest of the public health, safety or welfare of the residents of the city.

On March 16, 2026, the City Council approved Resolution No. 87-26 (Resolution of Necessity), finding that proposed changes to the District's boundaries are necessary and appropriate to facilitate the proper growth and development of the community in accordance with sound planning and local community objectives.

On March 24, 2026, a Consultation was conducted with the affected taxing entities as required by Chapter 403.5 of the Iowa Code, providing an opportunity to discuss, question, or object to the findings in the Amended and Restated Urban Renewal Plan. Prior to the meeting, the taxing entities were mailed copies of the Amended and Restated Urban Renewal Plan and the Notice of Public Hearing. No written objections or recommended changes to the Amended and Restated Plan were received.

On April 10, 2026, the notice of public hearing was published to allow for the appropriate publication requirements. Assuming that the City Council approves the Amended and Restated Plan, Version 2026.1, following the public hearing, Council action to amend the tax increment ordinance for the District would be appropriate.

DISCUSSION

The primary goal of Version 2026.1 of the Amended and Restated Plan is to expand the District by creating a new Subarea Y. The expansion of the District is necessary to encourage future development of the land in Subarea Y. The proposed Subarea Y consists of one parcel of land, which is currently undeveloped.

The proposed Subarea Y exists within the Dubuque Industrial Center West Industrial Park on Chavenelle Road. However, the privately-owned land has never been included in the Dubuque Industrial Center Urban Renewal Area. Including Subarea Y in the Urban Renewal Area will allow for and encourage future development of the land. City staff have been approached by a private developer regarding a potential industrial project on this property. Adding the property to the Urban Renewal Area would make financial incentives available if a development agreement is ultimately reached.

In order to reflect the changes to the Urban Renewal Area's boundaries and Subareas made by Version 2026.1 of the Urban Renewal Plan, the TIF ordinance area boundaries must also be amended. The proposed ordinance reflects the expansion of the TIF District to include the new property to be designated as Subarea Y.

Adoption of the proposed tax increment ordinance is needed to establish the use of tax increment financing in the recently expanded area of the District. The ordinance authorizes the City to utilize a special fund for the collection of a portion of the property tax revenues generated by new development occurring within the Subareas of the

District. All taxable property located within the TIF District will continue to pay property taxes based upon the current tax levies and assessment valuations. Tax revenues collected in excess of the base amounts will be used to assist in financing future development projects within the Urban Renewal Area, including both public and private development.

Adoption of the ordinance will continue the existing base valuations for the previously designated project subareas.

RECOMMENDATION / ACTION STEP

Following City Council approval of Version 2026.1 of the Amended and Restated Plan, I recommend that the City Council approve the ordinance attached hereto for the Dubuque Industrial Center Economic Development District. Tax increment financing is an important tool for economic development and will be used to assist future public and private development efforts.

Prepared by: Joe Link, City of Dubuque, 1300 Main Street, Dubuque, IA 52001 (563) 690-6014
Return to: Adrienne N Breitfelder, City of Dubuque, 50 W. 13th Street, Dubuque, IA 52001 (563) 589-4121

AMENDED and RESTATED

URBAN RENEWAL PLAN

Dubuque Industrial Center Economic Development District

City of Dubuque, Iowa

This Amended and Restated Urban Renewal Plan provides for the continued development of the Dubuque Industrial Center Economic Development District, originally established by Resolution 130-88 of the City Council of the City of Dubuque, Iowa on May 2, 1988 and thereafter amended and restated by Resolution 484-90 on December 17, 1990, Resolution 142-97 on April 7, 1997, Resolution 478-97 on November 17, 1997, Resolution 15-08 on January 7, 2008, Resolution 101-08 on March 17, 2008, Resolution 109-08 on April 7, 2008, Resolution 87-11 on March 7, 2011, Resolution 171-13 on June 3, 2013, Resolution 197-15 on June 1, 2015, Resolution 309-15 on September 8, 2015, Resolution 332-16 on September 19, 2016, Resolution 157-18 on May 21, 2018, Resolution 158-18 on May 21, 2018, Resolution 380-18 on December 17, 2018, Resolution 387-19 on November 4, 2019, Resolution 125-21 on April 19, 2021, Resolution 125-21 on April 19, 2021, Resolution 323-21 on September 20, 2021, Resolution 324-21 on September 20, 2021, by Resolution 387-21 on November 1, 2021, by Resolution 197-22 on May 16, 2022, by Resolution 289-22 on September 6, 2022, by Resolution 290-22 on September 6, 2022, by Resolution 290-22A on November 7, 2022, by Resolution 73-23 on March 20, 2023, by Resolution 74-23 on March 20, 2023, by Resolution 180-23 on June 5, 2023, by Resolution

39-24 on February 19, 2024, by Resolution 40-24 on February 19, 2024, by Resolution 103-25 on March 17, 2025, by Resolution 104-25 on March 17, 2025, by Resolution 290-25 on September 2, 2025, and by Resolution ____-26 on April 20, 2026.

Prepared by the Economic Development Department.

Version 2026.1

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AMENDED and RESTATED

DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT

URBAN RENEWAL PLAN

City of Dubuque, Iowa

A. INTRODUCTION

This AMENDED and RESTATED URBAN RENEWAL PLAN (the "Plan") has been prepared to provide for the further development and redevelopment of the DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT (the "District") first established by the City of Dubuque on May 2, 1988. Its intent is to stimulate economic development activities within the expanded District through the commitment of public actions as specified herein.

To achieve this objective, the City of Dubuque shall undertake the urban renewal actions specified in this Plan, pursuant to the powers granted to it under Chapter 403 of the Iowa Code, Urban Renewal Law.

This Plan shall serve as a new urban renewal plan for the District described herein. The Plan shall be viewed as a single plan for purposes of fulfilling the objectives of this Plan. The separate subareas of this Plan (the "Subarea(s)") will be maintained and observed for those purposes which are aided by or in need of the division, but the combined area comprising the District shall be treated together for planning and redevelopment purposes.

The division of taxation authorized by Section 403.19 and the separation of incremental taxes as defined in Section 403.19(2) have been implemented in the existing area of the District (the different areas of the District are hereinafter referred to as Subareas). Under the terms of this Plan, the tax increment mechanism shall continue in the existing Subareas and shall be implemented within a new Subarea being added to the District. Incremental taxes shall continue to be determined separately with respect to each of the Subareas comprising the District, and when collected shall be applied, subject to such liens and priorities as may exist or be from time to time provided, with respect to the Amended and Restated Dubuque Industrial Center Economic Development District, as so amended.

B. OBJECTIVES

The primary objectives of the Plan are the development and redevelopment of the District for economic development activities, primarily industrial park development, through:

1. Provision of marketable industrial development sites for the purpose of job-creating economic development activities;

2. Provision of public infrastructure improvements, including sanitary sewer, water and stormwater detention, supportive of full development of the District;

3. Provision of a safe, efficient and attractive circulation system;

4. Establishment of design standards which will assure cohesive and compatible development and redevelopment of the District;

5. Provision of public amenities that provide an aesthetically appealing environment, including open space, buffering, landscaping, water features, signage and lighting to create a distinctive and attractive setting;

6. Creation of financial incentives necessary to encourage new and existing businesses to invest in the District; and

7. Expansion of the property tax base of the District.

C. DISTRICT BOUNDARIES

The District is located entirely within the County of Dubuque, State of Iowa. Most of the District, including all of Subareas A, B, C (as amended), D, E, G, H, K, L, M, N, O, P, Q, R, S, T, U, V, W, and X currently is within the corporate limits of the City of Dubuque. In accordance with Iowa Code Section 403.17(4), Dubuque County consented to the inclusion of Subarea F in the District in a Joint Agreement between the City and County, dated April 20, 2015. The City expects that Subarea F ultimately will become part of the City of Dubuque. In accordance with Iowa Code Section 403.17(4), Dubuque County consented to the inclusion of Subareas I and J in the District in a Joint Agreement between the City and County, dated August 8, 2016.

This Plan creates a new subarea within the District, Subarea Y, by adding property to the District (see Attachment D).

The City of Dubuque believes that the objectives of the Plan can best be accomplished by defining the real property included within the District as twenty-five separate areas so as to distinguish the original District (Subarea A) from the subsequent expansion areas (Subareas B (as amended), C (as amended), D, E (as amended), F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, and Y).

The descriptions of the boundaries of each Subarea are attached to this Plan as ATTACHMENT D, District Boundary Description by Subarea.

The boundaries of the District are delineated on the Subarea Map, attached to this Plan

as ATTACHMENTS A-1 and A-2).

The City of Dubuque reserves the right to further modify the boundaries of the District at some future date. Any amendments to the Plan will be completed in accordance with Chapter 403 of the Iowa Code, Urban Renewal Law.

D. PUBLIC PURPOSE ACTIVITIES

To meet the OBJECTIVES of this Plan, the City of Dubuque has and expects to continue to initiate and support development and redevelopment of the District through, among other things, the following PUBLIC PURPOSE ACTIVITIES:

1. Acquisition of property for public improvements and private development;

    a.) These activities include, but are not limited to, previously approved consultant work that will examine and identify future areas for acquisition and industrial park development.
    b.) These activities also include the acquisition of property that is included in the previously approved Subareas of this Plan.
    c.) These activities also include the acquisition of property that is included in Subarea T.

2. Demolition and removal of buildings and improvements not compatible with or necessary for industrial park development and all site preparation and grading required in connection with such development;

    a.) These activities include, but are not limited to, the previously approved site work and grading associated with the development of the Dubuque Industrial Center, the Dubuque Industrial Center West and Dubuque Industrial Center South.

3. Improvement, installation, construction and reconstruction of streets, utilities and other improvements and rights-of-ways including but not limited to the relocation of overhead utility lines, street lights, construction of railroad spur tracks, appropriate landscaping and buffers, parks and open space and signage;

    a.) These activities include, but are not limited to, future and previously approved development of road, water, wastewater, and storm water infrastructure associated with the development of the Dubuque Industrial Center, the Dubuque Industrial Center West and the Dubuque Industrial Center South.

    b.) These activities include, but are not limited to, the previously approved development of the Bergfeld recreational area, pond, and walking trail, as well as additional signage and trail

improvements.

c.) These activities also include the construction and installation of supporting infrastructure within the District.

4. Disposition of any property acquired in the District, including sale, initial leasing or retention by the City itself, at its fair value;

5. Preparation of property for development and redevelopment purposes including but not limited to activities such as appraisals and architectural and engineering studies;

a.) These activities include, but are not limited to, the previously approved site work and grading associated with the development of the Dubuque Industrial Center, the Dubuque Industrial Center West and Dubuque Industrial Center South.

6. Maintenance of publicly utilized recreational and economic development areas;

a.) These activities include, but are not limited to, general landscaping and maintenance expenses in public right-of-way and undeveloped land owned by the City of Dubuque.

7. Use of tax increment financing, loans, grants and other appropriate financial tools in support of eligible public and private development and redevelopment efforts;

- These activities also include, but are not limited to, previously approved property tax rebate agreements with:
  - Leo A. Theisen and Theisen Supply, Inc.;
  - A.Y. McDonald Mfg. Co.;
  - Green Industrial Supply, Inc.;
  - Walter Development, LLC and TM, Inc.;
  - Spiegel Family Realty Company;
  - Progressive Processing, LLC/Hormel;
  - ITC Midwest LLC;
  - Medline Industries, Inc. (November 2007);
  - Art's-Way Vessels, Inc.;
  - Kendall/Hunt Publishing Company, Westmark Enterprises, Inc. and Great River Technologies, LLC.;
  - P&L Venture, LLC, and National Dentex;
  - Dubuque Screw Products, Inc.;
  - Giese Properties, LLC and Giese Manufacturing Company, Inc. (Phase I, II, and III);

- Faley Properties, L.L.C. and Faley Enterprises, Inc.;
- Malay Holdings, LLC, and Vanguard Countertops, Inc.;
- Tri-State Industries Inc.;
- TriState Quality Metals, LLC;
- Roasting Solutions, LLC;
- Flexsteel Industries, Inc.; and
- Medline, Industries, Inc. (May 2018)
- Walter Development, LLC
- Walter Development, LLC, BAS Development, LLC, and Unison Solutions, Inc.
- Simmons Pet Food, Inc.
- Scherr Real Estate, LLC, and Dubuque Screw Products, Inc.
- Green Industrial Properties, L.L.C., Innovation Properties, L.L.C., and Green Industrial Supply, Inc.
- Geisler Realty, LLC, and Dubuque Steel Products, Inc.
- Seippel Warehouse, LLC
- Vanguard Enterprises, Inc.
- SJR Properties, L.L.C.
- Outfly Development, LLC

- These activities include, but are not limited to, previously approved agreements to sell bonds, leveraging tax increment financing on capital improvement for;
  - American Tank and Fabrication, Co. (formerly Vessel Systems, Inc.) for the development of a 31,000 square feet industrial manufacturing facility at 8025 Chavenelle Road.
  - The Adams Company for the development of a 50,000 square foot industrial facility at 8040 Chavenelle Road.

- The City expects to consider requests for additional development agreements for projects that are consistent with this Plan, as amended, in the City's sole discretion. Such additional agreements are unknown at this time, but based on past history and dependent on development opportunities and climate, the City expects to consider a broad range on incentives as authorized by this Plan, as amended, including, but not limited to, land, loans, grants, tax rebates, public infrastructure assistance, and other incentives. The costs of such additional development agreements will not exceed $10,000,000

8. Enforcement of applicable local, state and federal laws, codes and

regulations;

9. Enforcement of established design standards in furtherance of quality development;

10. Development and implementation of a marketing program for the purpose of promoting the purchase and development of industrial sites by private developers;

11. Coordination and cooperation with the improvement of Seippel Road as it affects accessibility to U.S. Highway 20 from Subareas B, C, E, F, I, J.

12. Contracts with vendors to promote business retention, expansion, recruitment, and workforce development;

    a.) These activities include, but are not limited to, a contract for service with the Greater Dubuque Development Corporation to promote business retention and expansion, workforce development, new business recruitment and commercial and industrial expansion in the District.
    b.) These activities include, but are not limited to, related legal expenses.

13. Construction by the County of one or more County-owned buildings in Subareas I and/or J.

    a.) These activities include the support of the County's investment of Dubuque County funds into the construction of a new office building and a new maintenance and storage shop on certain County-owned real property situated at 13047 City View Drive for use by the County's Secondary Roads, Health, Zoning and County Assessor Departments. The County funding for this project may come from borrowed funds through the issuance of general obligation indebtedness or such other sources as the County may identify in the future. It is not anticipated that the City or TIF funds from the District will finance this project in any way.

14. Design and construction buildout of one or more City leased buildings in Subarea B.

    a.) These activities include the use of tax increment in the District to finance the design and construction buildout of a City Data Center in leased space located at 7900 Chavenelle. Cost for this project is not anticipated to exceed $300,000.

Public purpose activities are limited to those areas delineated on the URBAN RENEWAL

DISTRICT map (Attachments A-1 and A-2).

All public purpose activities shall be conditioned upon and shall meet the restrictions and limitations placed upon the District by the Plan.

E. DEVELOPMENT & REDEVELOPMENT REQUIREMENTS

The LAND USE and PLANNING AND DESIGN CRITERIA set forth herein shall apply to any and all District properties the development and/or the redevelopment of which is assisted by the City through any of the PUBLIC PURPOSE ACTIVITIES listed above.

1. Land Use

Subareas A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, and Y shall continue to be developed under the regulations of the existing Dubuque Industrial Center Planned Industrial District. The allowed uses provide for a mix of commercial and industrial land use activities within a quality industrial park setting.

LAND USE maps (Attachments B-1 and B-2) identify the existing and the proposed land uses within Subareas A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, and Y.

2. Planning and Design Criteria

The planning criteria to be used to guide the physical development of Subareas A, B, C, D, E, F, G, H, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, and Y are those standards and guidelines contained within the City of Dubuque's Unified Development Code and other applicable local, state and federal codes and ordinances.

a. Subarea A development will continue to be additionally governed by the Conditions of Development and Operation Documents of the Dubuque Industrial Center Planned Industrial District as amended from time to time.

b. Subareas B, C, D, E, F, K, N, O, P, Q, R, S, T, U, V, W, X, and Y will develop under a PI Planned Industrial District ordinance as required by Section 16-5-24 of the City of Dubuque’s Unified Development Code. Development will follow the Planned Unit Development regulations which require a conceptual development plan and specific design and performance standards to be approved by ordinance.

c. Subareas G, H, L, and M are intended to develop as an Industrial area similar to Subareas B, C, D, E, and F.

d. Subareas I, J, and a portion of Subarea P are located in Dubuque County outside of City of Dubuque corporate limits and therefore are not subject to

City Development Codes.

F. LAND ACQUISITION AND DISPOSITION

The City of Dubuque is prepared to acquire and dispose of property in support of the development and redevelopment of the District within the parameters set forth below.

1. Land Acquisition

   The City has acquired substantially all of the land located within the District, except Subareas I and J, and has made the same available for private development in accordance with this Plan.

2. Land Disposition

   All City owned land that is available for development within the District, will be sold for the development of viable uses consistent with this Plan and not for purposes of speculation.

   Land will be disposed of in accordance with the requirements set forth in Chapter 403 of the Iowa Code, Urban Renewal Law. Developers will be selected on the basis of the quality of their proposals and their ability to carry out such proposals while complying with the requirements of this Plan.

   Developers will be required by contractual agreement to observe the Land Use Requirements and Planning and Design Criteria of this Plan. The contract and other disposition documents will set forth the provisions, standards and criteria for achieving the objectives and requirements outlined in this Plan.

3. Relocation Requirements

   No relocation is anticipated at this time; however, if any relocation is necessary as part of the eligible urban renewal projects, the City will follow all applicable relocation requirements.

G. FINANCING ACTIVITIES

To meet the OBJECTIVES of this Plan and to encourage the development of the District and private investment therein, the City of Dubuque is prepared to provide financial assistance to qualified industries and businesses through the making of loans or grants under Chapter 15A of the Iowa Code and through the use of tax increment financing under Chapter 403 of the Iowa Code.

1. Chapter 15A Loan or Grant

The City of Dubuque has determined that the making of loans or grants of public funds to qualified industries and businesses is necessary to aid in the planning, undertaking and completion of urban renewal projects authorized under this Plan within the meaning of Section 384.24(3)(q) of the Iowa Code. Accordingly, in furtherance of the objectives of this Plan, the City of Dubuque may determine to issue bonds or loan agreements, in reliance upon the authority of Section 384.24A, Section 384.24(3)(q), Section 403.12 (general obligation bonds) or Section 403.9 (tax increment bonds), for the purpose of making loans or grants of public funds to qualified businesses located within the District. Alternatively, the City may determine to use available funds for the making of such loans or grants. In determining qualifications of recipients and whether to make any such individual loans or grants, the City of Dubuque shall consider one or more of the factors set forth in Section 15A.1 of the Iowa Code on a case-by-case basis.

2. Tax Increment Financing

The City of Dubuque is prepared to utilize tax increment financing as a means of financing eligible costs incurred to implement the Public Purpose Activities identified in Part D of this Plan. Bonds, tax rebate agreements and/or loan agreements may be issued by the City under the authority of Section 403.9 of the Iowa Code (tax increment bonds) or Section 384.24A, Section 384.24(3)(q) and Section 403.12 (general obligation bonds).

The City acknowledges that the use of tax increment revenues delays the ability of other local taxing bodies to realize immediately the direct tax benefits of new development in the District. The City believes, however, that the use of tax increment revenues to finance the development of new industrial land and to promote private investment in the District is necessary in the public interest to achieve the OBJECTIVES of this Plan. Without the use of this special financing tool, new investment may not otherwise occur or may occur within another jurisdiction. If new development does not take place in Dubuque, property values could stagnate and the City, County and School District may receive less taxes during the duration of this Plan than they would have if this Plan were not implemented.

Tax increment financing will provide a long-term payback in overall increased tax base for the City, County and School District. The initial public investment required to generate new private investment will ultimately increase the taxable value of the District well beyond its existing base value.

Tax increment reimbursement may be sought for, among other things, the following costs to the extent they are incurred by the City:

a. Planning and administration of the Plan;

b. Construction of public infrastructure improvements and facilities within the

District;

c. Acquisition, installation, maintenance and replacement of public investments throughout the District including but not limited to street lights, landscaping and buffers, signage and appropriate amenities;

d. Acquisition of land and/or buildings and preparation of same for sale or lease to private developers, including any "write down" of the sale price of the land and/or building;

e. Preservation, conservation, development or redevelopment of buildings or facilities within the District to be sold or leased to qualified businesses;

f. Loans or grants to qualified businesses under Chapter 15A of the Iowa Code, including tax rebate payments, debt service payments on any bonds issued to finance such loans or grants, for purposes of expanding the business or activity, or other qualifying loan programs established in support of the Plan;

g. Providing the matching share for a variety of local, state and federal grants and loans; and

h. Any of the costs incurred in connection with any of the PUBLIC PURPOSE ACTIVITIES described in Part D of this Plan.

3. Proposed Amount of Indebtedness

At this time, the extent of improvements and new development within the District is only generally known. As such, the amount and duration for use of the tax increment revenues for public improvements and/or private development can only be estimated; however, the actual use and amount of tax increment revenues to be used by the City for District activities will be determined at the time specific development is proposed.

It is anticipated that the maximum amount of indebtedness which will qualify for tax increment revenue reimbursement during the duration of this Plan, including acquisition, public improvements and private development assistance within the District, will not exceed $70,500,000.

The City of Dubuque's current general debt subject to the statutory debt limit is $108,410,165 (a list of the outstanding obligations is found at Attachment C) and the current statutory debt limit is $323,629,585.

H. STATE AND LOCAL REQUIREMENTS

All provisions necessary to conform with state and local laws have been complied with by

the City of Dubuque in the implementation of this Plan and its supporting documents.

I. DURATION OF APPROVED URBAN RENEWAL PLAN

1. Subarea A

   This Plan shall continue in effect for Subarea A until terminated by action of the City Council, but in no event before the City of Dubuque has received full reimbursement from all incremental taxes of its advances and principal and interest payable on all Tax Increment Financing or general obligations issued to carry out the OBJECTIVES of the Plan.

2. Subareas B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, and Y

   This Plan shall continue in effect until terminated by the City Council; provided, however, that the collection of tax increment revenues from properties located in Subareas B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, and Y shall be limited as provided by law (currently twenty (20) years from the calendar year following the calendar year in which the City first certifies to the County Auditor the amount of any loans, advances, indebtedness or bonds which qualify for payment from the division of tax increment revenue as provided for in Section 403.19 (tax increment financing) of the Iowa Code, or in which the City first includes the Subarea in an ordinance for the division of tax increment revenue).

The DEVELOPMENT AND REDEVELOPMENT REQUIREMENTS established, or as amended from time to time by the City of Dubuque Zoning Ordinance, shall remain in effect in perpetuity.

J. SEVERABILITY

In the event one or more provisions contained in this Plan shall be held for any reason to be invalid, illegal, unauthorized or unenforceable in any respect, such invalidity, illegality, unauthorization or unenforceability shall not affect any other provision of this Plan and this Plan shall be construed and implemented as if such provision had never been contained herein.

K. AMENDMENT OF APPROVED URBAN RENEWAL PLAN

This Plan may be amended from time to time to respond to development opportunities. Any such amendment shall conform to the requirements of Chapter 403 of the Iowa Code. Any change effecting any property or contractual right can be effectuated only in accordance with applicable state and local law.

L. ATTACHMENTS

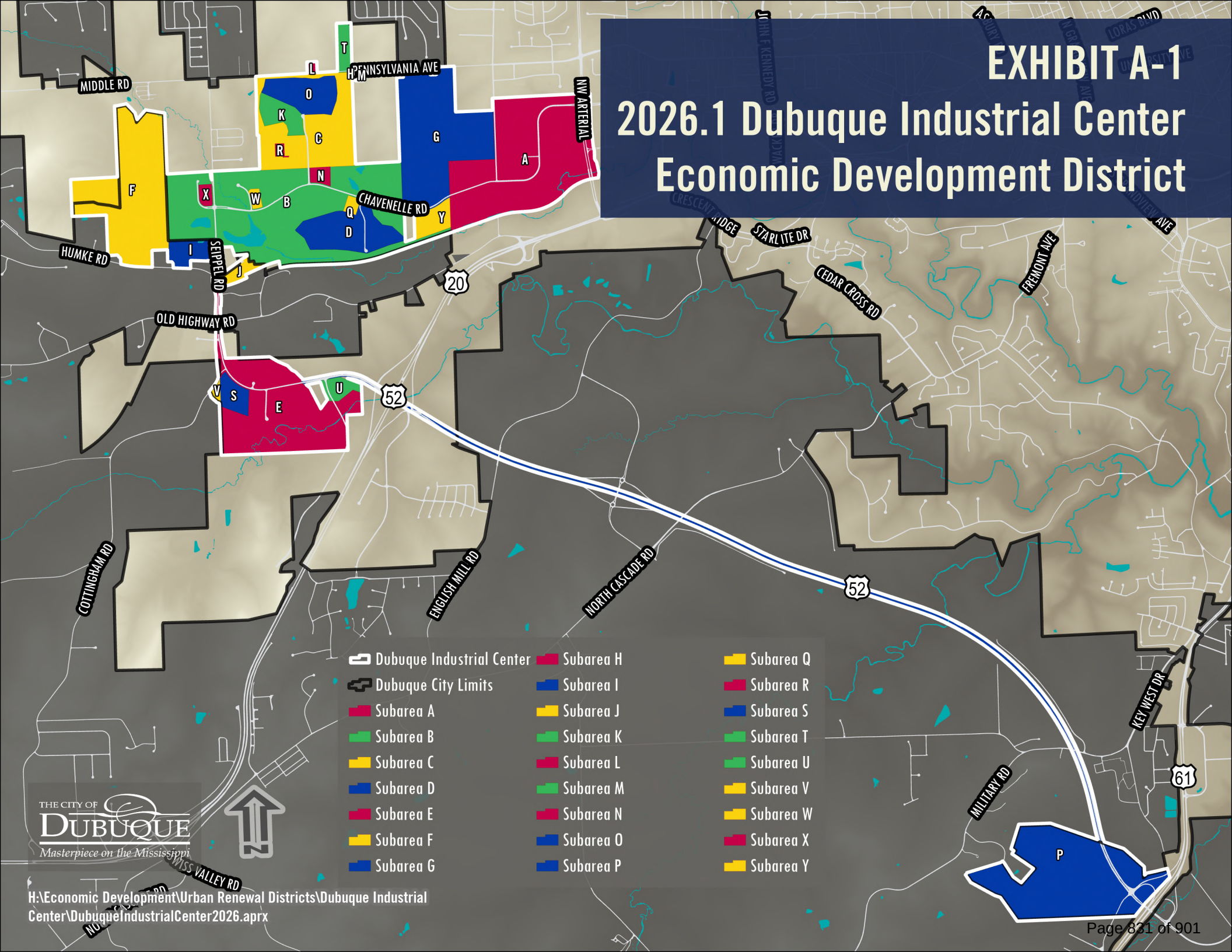
A Urban Renewal District Map
A-1 District Map
A-2 New Subarea Map

B Land Use Maps
B-1 Existing Land Use
B-2 Proposed Land Use

C List of General Obligation Debt

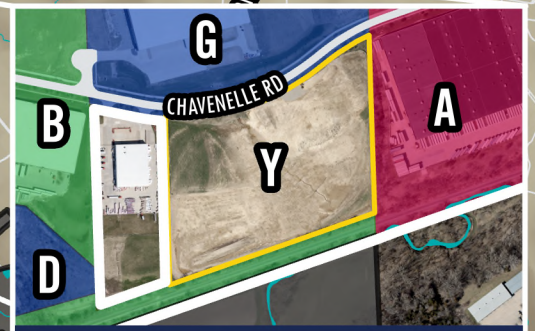
D Legal Descriptions

EXHIBIT A-1
2026.1 Dubuque Industrial Center Economic Development District



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EXHIBIT A-2
2026.1 Dubuque Industrial Center Economic Development District



Subarea Y of the district shall include the following described property:

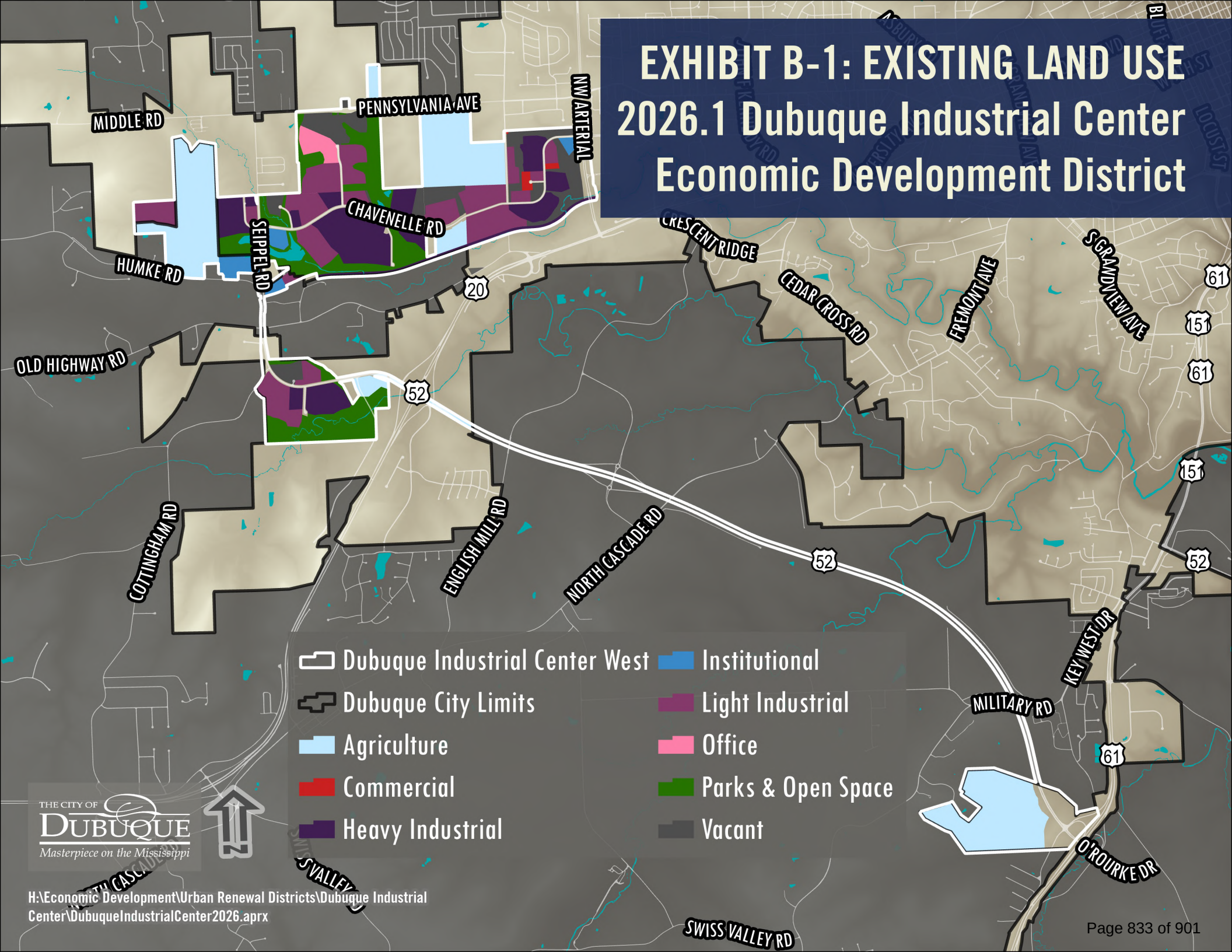
Lot 2 of McFadden Farm Place #3 in the City of Dubuque, Iowa

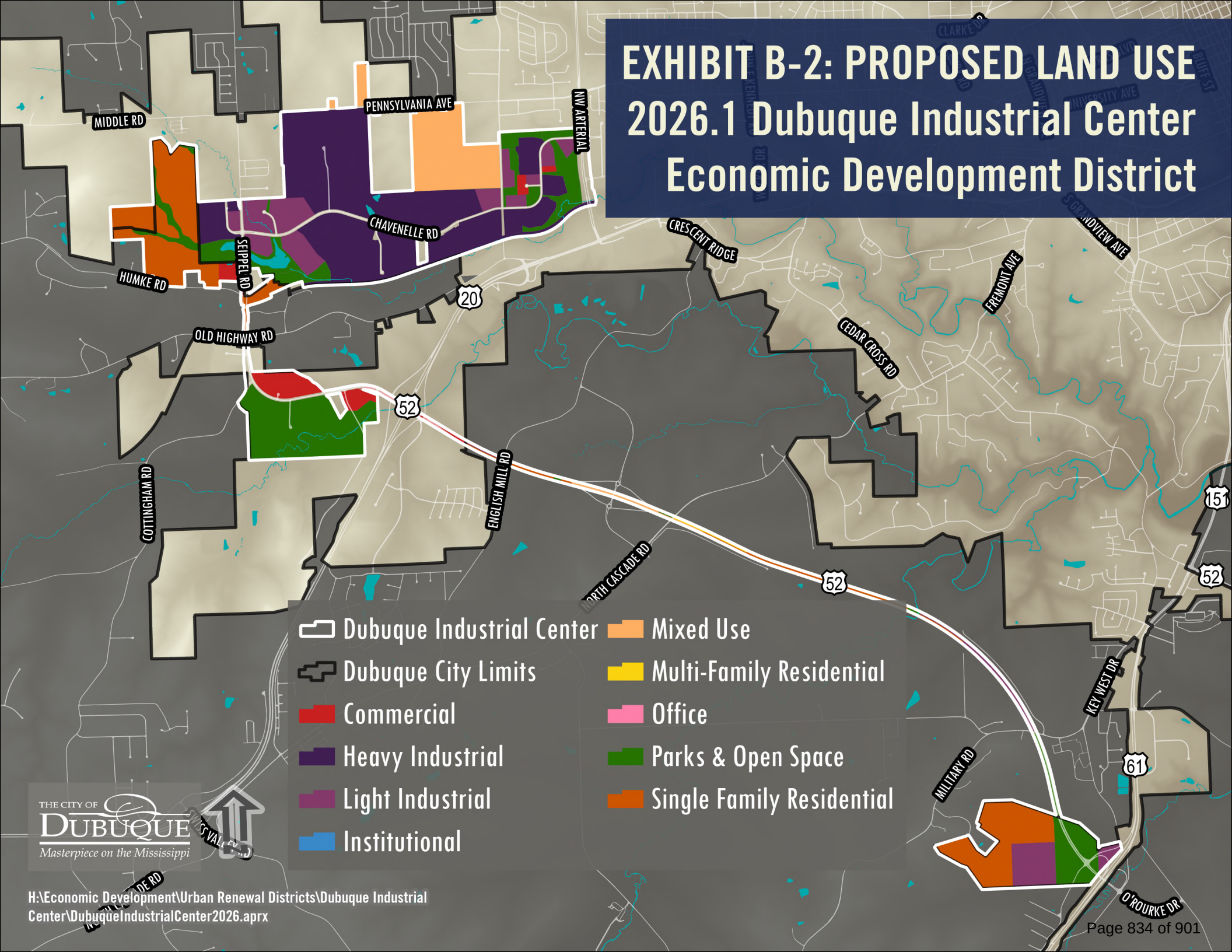
MIDDLE RD
PENNSYLVANIA AVE
NW ARTERIAL
CHAVENELLE RD
HUMKE RD
SEIPPEL RD
OLD HIGHWAY RD
STARLITE DR
CEDAR CROSS RD
COTTINGHAM RD
ENGLISH MILL RD
NORTH CASCADE RD
KEY WEST DR
MILITARY RD
SWISS VALLEY RD
20
52
61

- Dubuque Industrial Center
- Dubuque City Limits
- Subarea A
- Subarea B
- Subarea C
- Subarea D
- Subarea E
- Subarea F
- Subarea G
- Subarea H
- Subarea I
- Subarea J
- Subarea K
- Subarea L
- Subarea M
- Subarea N
- Subarea O
- Subarea P
- Subarea Q
- Subarea R
- Subarea S
- Subarea T
- Subarea U
- Subarea V
- Subarea W
- Subarea X
- Subarea Y

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EXHIBIT B-1: EXISTING LAND USE
2026.1 Dubuque Industrial Center
Economic Development District
MIDDLE RD
PENNSYLVANIA AVE
NW ARTERIAL
CHAVENELLE RD
SEIPPEL RD
HUMKE RD
20
CRESCENT RIDGE
CEDAR CROSS RD
FREMONT AVE
S GRANDVIEW AVE
61
151
OLD HIGHWAY RD
52
COTTINGHAM RD
ENGLISH MILL RD
NORTH CASCADE RD
KEY WEST DR
MILITARY RD
O'ROURKE DR
SWISS VALLEY RD
Dubuque Industrial Center West
Dubuque City Limits
Agriculture
Commercial
Heavy Industrial
Institutional
Light Industrial
Office
Parks & Open Space
Vacant
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EXHIBIT B-2: PROPOSED LAND USE
2026.1 Dubuque Industrial Center
Economic Development District
MIDDLE RD
PENNSYLVANIA AVE
NW ARTERIAL
CHAVENELLE RD
SEIPPEL RD
HUMKE RD
OLD HIGHWAY RD
20
CRESCENT RIDGE
FREMONT AVE
CEDAR CROSS RD
52
COTTINGHAM RD
ENGLISH MILL RD
NORTH CASCADE RD
151
KEY WEST DR
MILITARY RD
61
O'ROURKE DR
Dubuque Industrial Center
Dubuque City Limits
Commercial
Heavy Industrial
Light Industrial
Institutional
Mixed Use
Multi-Family Residential
Office
Parks & Open Space
Single Family Residential
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City of Dubuque
Summary of Bonded Indebtedness

Description	Date of Issue	Average Interest Rate	Year of Final Payment	Amount of Issue	Principal Outstanding 6/30/25	Principal Due FY 2026	Interest Due FY 2026	Principal Outstanding 6/30/26
General Obligation Bonds (Essential Corporate Purpose)								
Airport New Terminal Furnishings ST20 Ref	6/2/21	2.00 %	2026	$ 25,000	$ 5,100	$ 5,100	$ 102	$ —
Airport Improvements Refunding	4/17/17	3.00 %	2030	282,200	115,800	24,800	3,474	91,000
Airport Improv - PFC Refunding 2012C	6/2/21	2.00 %	2032	1,353,033	898,389	119,889	17,968	778,500
Airport Terminal Utility Improv - PFC	6/2/21	2.00 %	2034	490,000	350,000	35,000	7,000	315,000
Airport New Terminal Roads/Parking	4/4/16	2.79 %	2036	635,927	371,199	31,652	11,003	339,547
Airport Reconstruct Taxiway Alpha	3/3/25	4.33 %	2044	534,004	534,004	12,684	29,983	521,320
Airport Improvements - FY26	Future	4.50 %	2046	1,000,500	—			1,000,500
Building- Conf Center Energy Improv	6/20/19	3.00 %	2027	187,136	47,872	23,936	1,436	23,936
Building 18th Street Improv Sales Tax 20%	3/19/18	3.05 %	2026	391,913	56,545	56,545	1,782	—
Building City Hall Brickwork - ST20%	6/20/19	3.00 %	2027	236,448	64,329	32,164.56	5,325.95	32,164
Building Smart Meters Refunding	4/17/17	3.00 %	2030	45,400	18,600	4,000	558	14,600
Building Federal Building Roof - ST20%	4/4/16	2.79 %	2035	268,404	156,672	13,359	4,644	143,313
Building 2nd Floor Engine House #1	08/01/203	4.70 %	2043	207,060	200,246	7,228	9,552	193,018
Civic Center Improvements - Sales Tax 20%	6/20/19	3.00 %	2027	323,146	87,916	43,958	7,279	43,958
Civic Center Chair Platform Section 3	6/20/19	3.00 %	2027	59,340	15,180	7,590	455	7,590
DICW Expansion - South Siegert Farm	3/19/18	3.05 %	2026	239,534	34,559	34,559	1,088	—
DICW North Siegert Refunding	4/17/17	3.00 %	2029	1,285,000	480,000	115,000	14,400	365,000
DICW Expansion Consult Refund 2012H	6/2/21	2.00 %	2032	95,580	63,366	8,496	1,267	54,870
DICW Exp S Siegert Refundin 2012C Tax	6/2/21	2.00 %	2032	2,498,375	1,658,875	221,375	33,178	1,437,500
DICW Expansion - South Siegert Farm- Ex	6/20/19	3.00 %	2032	305,357	178,938	24,367	4,035	154,571
DICW Refund 2014C Taxable	6/2/21	2.00 %	2034	1,145,000	825,000	80,000	16,500	745,000
DICW Webber Property	6/29/22	4.36 %	2042	5,500,000	5,405,000	50,000	230,713	5,355,000
DICWChavenelle Road - Non-Taxable	6/2/21	2.00 %	2041	1,265,000	1,095,000	60,000	21,900	1,035,000
E911 Tower Relocation - Sales Tax 20%	6/20/19	3.00 %	2027	141,869	38,597	19,299	3,196	19,299
Finance General Ledger Software	6/2/21	2.00 %	2041	244,239	205,640	11,314	4,113	194,326
Finance General Ledger Software	6/29/22	4.07 %	2042	420,457	383,037	18,710	16,267	364,327
Fire Station #4 Improvements - Gaming	6/20/19	3.00 %	2027	188,054	41,522	20761	3438	20,761
Fire Truck Refunding - Debt Service Levy	4/17/17	3.00 %	2030	951,500	390,700	83,700	11,721	307,000
Fire Station #2 ST20 20 yr Refund 2014B	6/2/21	2.00 %	2034	85,217	68,946	6046	1379	62,900
Park Imp ST20 20 yr Refund 2014B	6/2/21	2.00 %	2034	124,780	100,954	8,854	2,019	92,100
Fire Ambulance Replacement	4/17/17	3.00 %	2030	230,000	100,000	20,000	3,000	80,000
Fire Structural Repairs 5&6/Quick Pump	6/20/19	3.00 %	2039	448,875	448,875		13,466	448,875
Fire Ladder/Pumper / HVAC FY21	6/2/21	2.00 %	2041	810,153	682,118	37,528	13,642	644,590
Fire Ladder/Pumper/Ambulance	6/29/22	4.07 %	2042	1,924,543	1,761,963	81,290	70,677	1,680,673
Fire HVAC	08/01/203	4.70 %	2043	188,790	182,570	6598	8,720	175,972
Fire Ambulance/Equipment/Building Improv	3/3/25	4.33 %	2044	3,653,911	3,653,911	86,820	205,227	3,567,091
Fire Ladder/Pumper	3/3/25	5.04 %	2044	2,141,750	2,141,750	48,750	130,719	2,093,000
Fire Equipment Replacement - FY26	Future	4.50 %	2046	401,600	—			401,060
Fire Station Improvements - FY26	Future	4.50 %	2046	100,000	—			100,000
Franchise Fee Settlement Judgment Bond	4/4/16	2.93 %	2035	2,830,000	1,615,000	145,000	50,825	1,470,000
GDTIF Colts Building Renovation	6/20/19	3.00 %	2039	1,575,000	1,295,000	75,000	38,850	1,220,000
GDTIF - Parks Jackson/Clock Non-Taxable	6/2/21	2.00 %	2041	535,000	535,000	30,000	10,700	505,000
GDTIF - DT Parking Ramp	6/2/21	2.00 %	2036	880,167	760,764	61,407	15,215	699,357
GDTIF Eng Dock Expansion	6/2/21	2.00 %	2036	409,833	354,235	28,593	7,085	325,642

Description	Date of Issue	Average Interest Rate	Year of Final Payment	Amount of Issue	Principal Outstanding 6/30/25	Principal Due FY 2026	Interest Due FY 2026	Principal Outstanding 6/30/26
GDTIF DT Parking Ramp	6/29/2022	4.36 %	2042	975,000	935,000	40,000	39,853	895,000
GDTIF Docks/Five Flags AC	6/29/22	4.36 %	2042	745,000	715,000	30,000	30,468	685,000
GDTIF Five Flags/Parking Ramps	8/1/23	4.70 %	2043	1,080,000	1,045,000	40,000	49,933	1,005,000
GDTIF Chaplain Schmitt Amphitheater	3/3/25	5.06 %	2044	8,945,000	8,945,000	—	451,239	8,945,000
GDTIF ABC/Parking/Federal Building	3/3/25	5.04 %	2044	5,075,000	5,075,000	115,000	309,787	4,960,000
GDTIF Reimagine Comiskey - FY26	Future	4.50 %	2046	1,697,000	—	—	—	1,697,000
GDTIF Federal Building Renovation - FY26	Future	4.50 %	2046	945,600	—			945,600
GDTIF Parking Ramp Major Maint- FY26	Future	4.50 %	2046	2,857,400	—	—	—	2,857,400
GDTIF Downtown Housing Refunding	4/17/17	3.00 %	2030	2,120,000	970,000	180,000	31,705	790,000
GDTIF Millwork District Refunding	4/17/17	3.00 %	2030	2,080,000	910,000	170,000	27,300	740,000
GDTIF - 7th St/2-Way Conversion	6/2/21	2.00 %	2031	3,204,576	2,021,405	315,265	40,428	1,706,140
GDTIF - Intermodal 2012A Refunding	6/2/21	2.00 %	2031	2,545,000	1,605,000	250,000	32,100	1,355,000
GDTIF 5th St Restroom/MFC 2012H Ref	6/2/21	2.00 %	2032	1,254,420	831,634	111,504	16,633	720,130
GDTIF Wash Neigh Refunding 2012C Tax	6/2/21	2.00 %	2032	493,592	327,736	43,736	6,555	284,000
GDTIF 2014C Taxable Refunding	6/2/21	2.00 %	2034	5,385,000	3,885,000	395,000	77,700	3,490,000
GDTIF 2014B Refunding	6/2/21	2.00 %	2034	155,000	115,000	10,000	2,300	105,000
Library Improvements - Sales Tax 20%	6/20/19	3.00 %	2022	39,408	10,721	5,361	888	5,361
Library Improvements Sales Tax 20%	6/2/21	2.00 %	2027	84,526	28,737	14,297	575	14,440
Park Development - Sales Tax 20% FY26	Future	4.50 %	2046	505,000	—	—	—	505,000
Park Improvements - Sales Tax 20%	6/20/19	3.00 %	2027	47,290	12,866	6,433	1,065	6,433
Park Water System Study Refunding	4/17/17	3.00 %	2030	60,000	24,600	5,300	738	19,300
Park Ham House - Sales Tax 20%	4/4/16	2.79 %	2035	200,668	117,132	9,988	3,472	107,144
Park Skate Park	6/20/19	3.00 %	2027	613,524	156,948	78,474	4,708	78,474
Parking Port of Dubuque Parking Ramp	3/19/18	3.05 %	2026	373,553	53,896	53,896	1,698	—
Parking Central Ave Ramp Refunding	4/17/17	3.00 %	2030	6,380,000	2,430,000	575,000	72,900	1,855,000
Parking Iowa Street Ramp Improvements	3/19/18	2.91 %	2031	45,516	23,502	3,597	705	19,905
Parking Locust Ramp Security Cameras	6/20/19	3.00 %	2033	126,054	67,711	9,747	1,614	57,964
Parking Improvements Refunding 2014B	6/2/21	2.00 %	2034	125,000	85,000	10,000	1,700	75,000
Parking Improvements Taxable Ref	6/2/21	2.00 %	2034	220,000	160,000	15,000	3,200	145,000
Police CAD Software - Gaming Ref	6/2/21	2.00 %	2030	160,000	90,000	20,000	1,800	70,000
Public Works Equip Refunding	4/17/17	3.00 %	2030	392,000	160,900	34,500	4,827	126,400
Public Works Radio Replacement	3/19/18	2.91 %	2028	110,000	34,874	10,732	1,046	24,142
PW Curb Ramp/Engineering Street Improv	6/2/21	2.00 %	2034	885,000	645,000	65,000	12,900	580,000
Rec Improvements Sales Tax 20% Ref	6/2/21	2.00 %	2028	7,572	3,309	1,092	66	2,217
Rec Ice Center Settling Remediation/Imp	08/01/203	4.70 %	2043	4,614,150	4,462,185	161,175	213,016	4,301,010
Rec Ice Center Dehumidification	3/3/25	5.04 %	2044	1,153,250	1,153,250	26,250	70,387	1,127,000
Sanitary Improvements Refunding	4/17/17	3.00 %	2030	660,000	290,000	55,000	8,700	235,000
Sanitary Sewer Improvements	3/19/18	2.91 %	2031	1,030,009	531,819	81,402	15,954	450,417
Sanitary Forcemain Refunding 2012E	6/2/21	2.00 %	2032	376,122	242,934	34,096	35,162	208,838
Sanitary Sewer Improvements	6/20/19	3.00 %	2033	1,124,412	657,648	87,722	14,525	569,926
Sanitary Sewer Improvements Ref	6/2/2021	2.00 %	2034	4,390,000	3,160,000	320,000	63,200	2,840,000
Sanitary Sewer Improvements	4/4/16	2.79 %	2035	2,405,000	1,405,000	125,000	41,606	1,280,000
Solid Waste Collection Refunding	4/17/17	3.00 %	2030	51,300	21,100	4500	633	16,600
Solid Waste Collection	3/19/18	2.91 %	2031	27,447	14,172	2,169	426	12,003
Solid Waste Collection	3/3/25	4.33 %	2044	862,085	862,085	20,484	48,421	841,601
Solid Waste Collection - FY26	Future	4.50 %	2046	220,000	—			220,000
Stormwater Refunding	4/4/16	2.91 %	2028	6,270,000	760,000	245,000	22,800	515,000
Stormwater Improvements Refunding	4/17/17	3.00 %	2030	2,015,000	835,000	170,000	25,050	665,000
Stormwater Improvements	3/19/18	2.91 %	2031	1,714,542	885,275	135,501	26,558	749,774
Stormwater Improvements Ref	6/2/21	2.00 %	2031	1,115,424	703,595	109,735	14,072	593,860
Stormwater Improvements Ref	6/2/21	2.00 %	2032	77,131	49,818	6,992	996	42,826
Stormwater Improvements	6/20/19	3.00 %	2033	290,796	174,110	24,367	4,035	149,743
Stormwater Upper Bee Branch SRF NA	4/30/21	1.18 %	2037	22,138,000	16,114,000	1,258,000	230,430	14,856,000
Streetlight Replacement Refunding - ST	4/17/17	3.00 %	2030	4,900	2,100	400	63	1,700
Street FEMA Land Buyout - Gaming	6/20/19	3.00 %	2027	64,901	16,960	8,480	1,404	8,480
Street Fiber/Sidewalk/Lights Refunding RUT	4/17/2017	3.00 %	2030	258,600	106,200	22,800	3,186	83,400
Street Southwest Arterial	3/19/2018	2.91 %	2031	771,557	398,383	60,977	11,952	337,406
Street Southwest Arterial - Refunding 2012E	6/2/21	2.00 %	2032	827,747	576,371	70,002	11,527	506,369

Description	Date of Issue	Average Interest Rate	Year of Final Payment	Amount of Issue	Principal Outstanding 6/30/25	Principal Due FY 2026	Interest Due FY 2026	Principal Outstanding 6/30/26
Transit Radio Replacement	3/19/18	2.91 %	2028	95,000	30,124	9,268	904	20,856
Transit Midtown Transfer	6/20/19	3.00 %	2039	216,125	216,125		6,484	216,125
Transit Vehicle Replacement	6/2/21	2.00 %	2041	780,609	657,243	36,159	13,145	621,084
Water System Improvements	3/19/18	2.91 %	2031	1,155,930	596,846	91,354	17,906	505,492
Water Improv Refunding 2012E	6/2/21	2.00 %	2032	369,768	238,830	33,520	4,777	205,310
Water System Improvements	6/20/19	3.00 %	2033	1,323,107	773,684	102,342	16,946	671,342
Water System Improvements Ref	6/2/21	2.00 %	2034	7,470,000	5,380,000	550,000	107,600	4,830,000
Water System Improvements	4/4/16	2.79 %	2035	635,000	375,000	35,000	11,088	340,000
Total General Obligation Bonds				151,099,706	100,599,000	8,307,989.56	3,306,757.95	100,017,572
Less Annual Appropriation G.O.				—	(14,625,570)	—	—	(13,369,544)
Total G.O. Bonds Subject to Debt Limit				151,099,706	85,973,430	8,307,990	3,306,758	86,648,028
Tax Increment								
Port of Dubuque Parking Ramp	10-16-07	7.50 %	2037	23,025,000	15,565,000	845,000	1,167,375	14,720,000
Total Tax Increment Bonds				23,025,000	15,565,000	845,000	1,167,375	14,720,000
Total Tax Increment				$ 23,025,000	$15,565,000	$ 845,000	$ 1,167,375	$14,720,000
TIF bond issue for the Port of Dubuque Parking Ramp backed by Greater Downtown TIF & a minimum assessment agreement								
Tax Increment								
Economic Development TIF Rebate Agreements								
Dubuque Screw (DICW)	6/19/06	Rebate	2019	$ 345,516	$ 19,728	$ 19,728	$ —	$ 19,728
Geisler Brothers (DICW)	9/29/22	Rebate	2035	1,290	1,291	1,291	—	1,291
Seippel Warehouse (DICW)	9/29/22	Rebate	2035	442,190	442,190	442,190	—	442,190
Giese III (DICW)	4/19/21	Rebate	2033	55,171	55,171	55,171	—	55,171
Medline (DICW)	11/19/07	Rebate	2031	1,600,279	397,349	397,349	—	397,349
Simmons Pet Food (DICW)	12/9/20	Rebate	2030	397,918	476,354	476,354	—	476,354
Hodge (DICW)	4/6/20	Rebate	2035	257,073	518,208	518,208	—	518,208
Green Industrial Supply (DICW)	8/15/11	Rebate	2023	2,908,812	155,273	155,273	—	155,273
Appropriation	3/17/14	Rebate	2026	32,510	75,164	75,164	—	—
Appropriation	1/14/16	Rebate	2028	33,666	69,586	69,586	—	69,586
Rite Hite(DICW) Non-Appropriation	1/14/17	Rebate	2030	24,190	140,629	140,629	—	140,629
2026)	4/21/08	Rebate	2026	8,250,067	251,779	251,779	—	—
Linseed Oil (GDTIF) Multi-Res	3/7/13	Rebate	2030	576,504	84,525	16,905	—	67,620
Appropriation)	5/13/20	Rebate	2031	75,660	178,160	178,160	—	178,160
Marquette Hall (GDTIF) (Non-Appropriation)	5/20/19	Rebate	2031	9,170	4,960	4,960	—	4,960
3 Amigos (GDTIF) (Non-Appropriation)	4/15/19	Rebate	2031	2,516	3,114	3,114	—	3,114
210 Jones (GDTIF) (Non-Appropriation)	6/19/17	Rebate	2031	10,348	24,525	24,525	—	24,525
Dupaco (GDTIF) NA	1/22/19	Rebate	2038	173,225	173,225	173,225	—	173,225
Klauer (GDTIF) NA	1/12/22	Rebate	2035	104,380	104,380	104,380	—	104,380
McCoy Group (GDTIF)	6/20/23	Rebate	2035	248,980	248,890	248,890	—	248,890
Appropriation)	3/18/19	Rebate	2031	5,626	12,196	12,196	—	12,196
Julien Hotel (GDTIF)	4/21/08	Rebate	2026	3,260,286	264,175	264,175	—	—
44 Main (GDTIF) Multi-Res	10/18/10	Rebate	2027	446,799	158,562	79,281	—	79,281
Barker Financial (GDTIF) Multi-Res	8/16/10	Rebate	2027	297,282	13,545	13,545	—	—
253 Main St. (GDTIF) (Non-Appropriation)	4/6/15	Rebate	2027	5,798	3,082	3,082	—	3,082
Spahn and Rose (GDTIF) NA	4/21/14	Rebate	2027	108,221	119,222	119,222	—	119,222
Franklin Investment -Multires (GDTIF)	4/4/11	Rebate	2028	437,225	62,637	20,879	—	41,758
Plastic Center Betty Jane Block (GDTIF)	2/7/11	Rebate	2028	148,957	20,241	6,747	—	13,494
Caradco (GDTIF) Multi-Res	3/21/11	Rebate	2028	1,499,442	388,674	129,558	—	259,116
Bonson 356 Main St. (GDTIF) Multi-Res	12/19/11	Rebate	2028	152,286	28,767	9,589	—	19,178
Roshek Building (GDTIF) NA	2/17/09	Rebate	2030	5,149,852	388,088	388,088	—	388,088
Novelty Iron Works (GDTIF) NA Multi-Res	6/17/13	Rebate	2031	33,105	196,926	196,926	—	196,926
Switch Development	6/20/23	Rebate	2035	5,766	5,766	5,766	—	5,766
Gardens	9/28/20	Rebate	2038	428,116	428,116	32,932	—	395,184
Rockfarm Holdings (TECH) NA	10/7/14	Rebate	2027	42,301	47,176	47,176	—	47,176
Total TIF Rebates				27,570,527	5,561,674	4,686,043	—	4,661,120
Bowling & Beyond Lease Buyout	10-15-12	Buyout	2032	1,000,000	350,000	50,000	—	300,000

Description	Date of Issue	Average Interest Rate	Year of Final Payment	Amount of Issue	Principal Outstanding 6/30/25	Principal Due FY 2026	Interest Due FY 2026	Principal Outstanding 6/30/26
Iowa Finance Authority Loan - Caradco	12-01-10	3.0000 %	2030	4,500,000	2,314,171	233,154	67,690	2,081,017
Total Other Lns-Rev Backed				5,500,000	2,664,171	283,154	67,690	2,381,017
Total City Indebtedness Subject to Debt Limit				$207,195,233	$109,764,275	$ 14,122,187	$ 4,541,823	$108,410,165
Revenue Bonds								
Sanitary Northfork Catfish Improv SRF	1/13/10	3.25 %	2031	$ 912,000	$ 285,000	$ 53,000	$ 9,263	$ 232,000
Sanitary WRRC Upgrade SRF	8/18/10	3.25 %	2039	74,285,000	44,755,000	2,802,000	895,099	41,953,000
Sanitary WRRC Cogeneration SRF	5/17/13	2.00 %	2033	3,048,000	1,366,000	159,000	27,320	1,207,000
Sanitary Kerper Boulevard & Sponsor SRF	3/8/19	1.00 %	2038	2,763,000	1,781,000	131,000	17,810	1,650,000
Sanitary 42" Force Main WQFP Loan	3/3/23	1.00 %	2043	1,950,000	1,773,000	90,000	17,730	1,683,000
Sanitary Granger Creek & Force Main	9/20/2024	2.61 %	2045	2,536,000	2,536,000	97,000	64,737	2,439,000
Sanitary Old Mill Lift Station	2/7/2025	2.54 %	2046	26,221,000	26,221,000	—	475,942	26,221,000
Sanitary Projects- FY25	Future	2.60 %	2045	14,412,250	14,412,250	586,330	340,451	13,825,920
Sanitary Projects- FY26	Future	2.60 %	2046	20,079,873	—	—	—	20,079,873
Stormwater Lower Bee Branch SRF	10/27/10	3.25 %	2041	7,850,000	5,097,000	248,000	165,652	4,849,000
Stormwater Lower Bee Branch SRF	9/1/14	2.00 %	2034	1,029,000	151,000	18,000	3,020	133,000
Stormwater Northfork Catfish Improv. SRF	1/13/10	3.25 %	2031	800,000	250,000	47,000	8,125	203,000
Stormwater Sales Tax Increment Rev NA	6/15/15	3.72 %	2031	20,800,000	14,575,000	2,225,000	546,032	12,350,000
Stormwater Sales Tax Revenue - GO	5/19/14	3.23 %	2029	7,190,000	4,875,000	1,125,000	219,250	3,750,000
Stormwater Upper Bee Branch RR SRF	6/7/2019	2.00 %	2040	16,382,000	12,873,000	744,000	257,461	12,129,000
Stormwater West 32nd Detention SRF	1/14/09	3.25 %	2028	1,847,000	355,000	115,000	11,538	240,000
Stormwater Projects- FY26	Future	2.60 %	2046	632,643	—	—	—	632,643
Water Webber Extension - FY22 P&D	1/7/22	— %	2047	1,570,000	1,469,662	68,575	29,052	1,401,087
Water Projects- FY25	Future	2.60 %	2045	10,096,428	10,096,428	410,751	238,501	9,685,677
Water Projects- FY26	Future	2.60 %	2046	750,000	—	—	—	750,000
Water Roosevelt Water Tower SRF	8/9/19	2.00 %	2040	4,400,000	3,445,000	203,000	68,900	3,242,000
Water CIWA Purchase & Improvements	7/7/17	2.00 %	2036	8,613,761	5,804,000	439,000	116,080	5,365,000
Water- Clear Well Reservoirs SRF	10/18/07	3.25 %	2028	915,000	177,000	57,000	3,540	120,000
Water Meter Change Out Program SRF	2/12/10	3.25 %	2031	6,394,000	2,343,000	360,000	76,265	1,983,000
Water System Improvements & Ext. Refunding	8/18/21	2.00 %	2030	3,505,000	2,055,000	390,000	41,100	1,665,000
Total Revenue Bonds				238,981,955	156,695,340	10,368,656	3,632,868	167,789,200
Less Annual Appropriation Revenue Bds				—	(11,803,968)	—	—	(9,581,282)
Net Revenue Bonds				238,981,955	144,891,372	10,368,656	3,632,868	158,207,918
Total City Indebtedness				$446,177,188	$281,085,185	$ 24,490,843	$ 8,174,691	$289,568,909
Statutory Debt Limit					$321,926,120			$323,629,585
% of Debt Limit Used					34.10 %			33.50 %
Remaining Debt Capacity					$212,161,846.			$215,219,420

ATTACHMENT D

DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT

(2026.1) March 4, 2026

LEGAL DESCRIPTION:

Subarea A of the District consists of the real property legally described as follows:

- All of Dubuque Industrial Center Eighth Addition; and
- All of Lot 1 Dubuque Industrial Center 13th Addition; and
- Lot 2 Dubuque Industrial Center 13th Addition; and
- Lot 1-2-2 Dubuque Industrial Center Fifth Addition; and
- Lot 1 Dubuque Industrial Center Fifth Addition; and
- Lot 1 Dubuque Industrial Center 11th Addition; and
- Lot 1 of 2 of Dubuque Industrial Center Fifth Addition; and
- Lot 1 of 2 of Dubuque Industrial Center Fifth Addition; and
- Lot 1-3 Dubuque Industrial Center 12th Addition; and
- Lot 1 of lot 3 of final plat of lot 1 of Dubuque Industrial Center First Addition; and
- Lot 1 Dubuque Industrial Center 10th Addition; and
- Lot 2-3 Dubuque Industrial Center 12th Addition; and
- Lots 1 & 2 of final plat of lot 1 of Dubuque Industrial Center First Addition; and
- Lot 1 Dubuque Industrial Center 12th Addition; and
- Lot 2 Dubuque Industrial Center Ninth Addition; and
- Lot 2 Dubuque Industrial Center 12th Addition; and
- Lot 2-2 Dubuque Industrial Center Sixth Addition; and
- Lot 3 Dubuque Industrial Center Ninth Addition; and
- Lot 1 Dubuque Industrial Center Sixth Addition; and
- Lot 2 of 2 Dubuque Industrial Center 7th Addition; and
- Lot 2-1 Walter Addition; and
- Lot 2-1 Walter Addition; and
- And all adjoining public right-of-way, all in the City of Dubuque, Dubuque County, Iowa.

Subarea B of the District consists of the real property legally described as follows:

- Lots 1, 3, 4, 1 of 5, 6 and H of Dubuque Industrial Center West as originally platted; and
- Lots 1, 2, 3, 4, 5, 6, , and C of Dubuque Industrial Center West 2nd Addition as originally platted; and
- Lots 1, 2, 3, 4, B, and C of Dubuque Industrial Center West 4th Addition as originally platted; and
- Lots 1 of 1, 1 of 2, 2 of 2, 1 of 3, 2 of 3, A, C, and D of Dubuque Industrial Center West 5th Addition as originally platted; and
- Lot 1 and Lot A of Dubuque Industrial Center West 6th Addition as originally platted; and
- Lots 1, 1 of 2, and 2 of 2 of Dubuque Industrial Center West 7th Addition as originally platted; and
- Lot 2 of 1 of the Southwest Quarter of the Southwest Quarter and Lot 2 of 1 of the Southeast Quarter of the Southwest Quarter all in Section 30, Township 89 North, Range 2 East, 5th Principal Meridian as originally platted; and
- and all that part of a 100-foot-wide strip of the Chicago Central Pacific Railroad right-of-way lying in the SE 1/4 of Section 30, the SE 1/4 of the SW 1/4 of Section 30, the NW 1/4 of Section 31, and the NE 1/4 of Section 31 all in T89N, R2E, of the 5th P.M. Dubuque County, Iowa, the centerline of which is more particularly described as follows: beginning at a point of intersection with the easterly line of the SE 1/4 of Section 30, T89N, R2E, of the 5th P.M., thence southwesterly along the centerline of said railroad 2,700 feet, more or less a point of intersection with the westerly line of the SE 1/4 of said Section 30; thence southwesterly continuing along said centerline 845 feet, more or less, to a point where the railroad right-of-way widens to 200 feet, said point being the terminus of this description; and
- all that part of a 100-foot-wide strip of the Chicago Central Pacific Railroad right-of-way lying in the Balance of Lot 1 of 1 of the Southwest Quarter of the Southwest Quarter in Section 29, Township 89 North, Range 2 East, 5th Principal Meridian; and
- any adjoining public street right-of-way all in the City of Dubuque, Dubuque County, Iowa.
- Excepting therefrom Lot 1 of Lot 4 of Dubuque Industrial Center West 4th Addition in the City of Dubuque, Iowa, according to the recorded plat thereof

Subarea C of the District consists of the real property legally described as follows:

- Lot 1 of Dubuque Industrial Center North Second Addition; and
- Lots 2 of Dubuque Industrial Center North First Addition; and

- Lot 3 of Dubuque Industrial Center North First Addition, excepting the following part of said Lot 3:
- Part Lot 3 in the Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, Except Lot ‘A’ of Lot 3 in Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, described as follows: Commencing at the southeast corner of said Lot 3; thence N00°36’04”W, 364.16 feet along the east line of said Lot 3; thence S89°24’16”W, 502.28 feet along the outside face of the south wall of the existing building to the point of beginning; thence S00°35’44”E,
- 37.00 feet; thence S89°24’16”W, 210.00 feet; thence N00°35’44”W, 362.00 feet; thence N89°24’16”E, 255.00 feet to the northerly extension of the outside face of the west wall of the existing building; then S00°35’44”E, 357.00 feet along said face of the west wall of the southwest corner of the existing building; thence N89°24’16”E, 125.00 feet along the face of the south wall of the existing building to the point of beginning, containing 2.258 acres.; and
- C of Dubuque Industrial Center North First Addition, excepting the following part of said Lot C: Commencing at the northwest corner of Lot 1 in Dubuque Industrial Center North Second Addition in the City of Dubuque, Iowa; Thence North 87 degrees 35 minutes 13 seconds East along the north line of said Lot 1, 65.47 feet to the Point of Beginning; Thence North 87 degrees 35 minutes 13 seconds East continuing along said north line of Lot 1, 467.29 feet; Thence South 82 degrees 04 minutes 06 seconds East continuing along said north line of Lot 1, 212.63 feet; Thence North 19 degrees 12 minutes 36 seconds East, 433.37 feet, to a point on the easterly line of Lot 2 in Dubuque Industrial Center North Third Addition in the City of Dubuque, Iowa; Thence North 90 degrees 00 minutes 00 seconds West, 231.12 feet; Thence North 60 degrees 11 minutes 47 seconds West, 280.07 feet; Thence North 51 degrees 38 minutes 25 seconds West, 318.12 feet; Thence South 57 degrees 28 minutes 14 seconds West, 86.87 feet; Thence South 18 degrees 59 minutes 51 seconds East, 140.84 feet; Thence South 51 degrees 57 minutes 52 seconds East, 101.08 feet; Thence South 01 degree 57 minutes 06 seconds East, 108.09 feet; Thence South 33 degrees 59 minutes 54 seconds East, 90.10 feet; Thence South 44 degrees 57 minutes 34 seconds East, 130.53 feet; Thence South 12 degrees 19 minutes 12 seconds West, 171.97 feet; Thence South 87 degrees 35 minutes 13 seconds West, 260.33 feet; Thence South 02 degrees 35 minutes 19 seconds East, 40.00 feet, to the Point of Beginning, said part of Lot C contains 6.59 acres, more or less.
- Lot A of Dubuque Industrial Center North First Addition, excepting that Part of said Lot A originally platted as Lot 2 of the SW ¼ of the NW ¼ of Sec. 30, T89N, R2E of the 5th PM; and

- Any adjoining public street right-of-way, all in the City of Dubuque, Dubuque County, Iowa.

Subarea D of the District consists of the real property legally described as follows:

- Lots 1, 2, and B and all of the right of way of Chavenelle Court in Dubuque Industrial Center West 8th Addition in the City of Dubuque, Dubuque County, Iowa.

Subarea E of the District consists of the real property legally described as follows:

- All of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa, except Lot 2 of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa; and
- All of Seippel Road right of way from the north boundary line of Lot 1 of 1 of South Fork Subdivision No. 1 in the City of Dubuque, to the south boundary lines of Lot H of Dubuque Industrial Center West and Lot 1 of Dubuque Industrial Center West 2nd Addition in the City of Dubuque, Dubuque County, Iowa, including crossings at the intersections of Old Highway Road and Chicago Central & Pacific Railroad rights-of-way.

Subarea F of the District consists of the real property legally described as follows:

- Lot one (1) of Graf Farm Subdivision #2, Dubuque County, Iowa, according to the recorded plat thereof;
- Lot 1 of Lot 1 of Lot 1 of Lot 1 of West One-half of Northeast One-quarter, Section 25, Township 89 North , Range 1 East of the 5th Principal Meridian, in Center Township , Dubuque County , Iowa;
- Lot 2 in “W.A. Norman Place" in Section 25, Center Township, Dubuque County, Iowa, according to the plat thereof; and
- The NW 1/4 of the SE 1/4 of Section 25, Township 89 North, Range 1 East of the 5th P.M., in Center Township, Dubuque County, Iowa.

Subarea G of the District consists of the real property legally described as follows:

- The South one-half of the Northwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.
- Lot 1 of Lot 1 of the Northwest Quarter of the Northwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.

- Lot 2 of McFadden Farm Place #2, in the City of Dubuque, Iowa.
- Lot 2 of McFadden Farm Place, in the City of Dubuque, Iowa.
- Lot A of Lot 1 of 1 of the Southwest Quarter of the Southwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.
- Lot A of Lot 1 of 1 of the Northwest Quarter of the Southwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.
- All in the City of Dubuque, Dubuque County, Iowa.

Subarea H of the District consists of the real property legally described as follows:

- Lot 1 of the Northeast ¼ of the Northeast ¼, and Lot 2 of Lot 1 of Lot 1 of Lot 2 of the Northeast ¼ of the Northeast ¼, of Section 30, in Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.

Subarea I of the District consists of the real property legally described as follows:

- Lot 2 Seippel Road Place #2, Dubuque County, Iowa.
- Lot 2-1-1 of the Southeast Quarter of the Southeast Quarter of Section 25, Township 89 North, Range 2 East of the 5th Principal Meridian, Dubuque County, Iowa

Subarea J of the District consists of the real property legally described as follows:

- Lot 2 Julien Care Place, Dubuque County, Iowa.
- Lot 3 Julien Care Place, Dubuque County, Iowa
- Lot 2-1 Julien Care Place, Dubuque County, Iowa

Subarea K of the District consists of the real property legally described as follows:

- Lot 1 of Dubuque Industrial Center North Third Addition, in the City of Dubuque, Iowa.

Subarea L of the District shall include the following described properties:

- Lot 1 of Loretta Bahl's Homestead, in the City of Dubuque, Iowa, comprised of Lot 1 of the West 30 Acres of the Southwest ¼ of the Southeast ¼, Section 19, Township 89 North, Range 2 East of the 5th P.M.

Subarea M of the District shall include the following described properties:

- Lot 2 of the Subdivision of Lot 2 of the Northeast ¼ of the Northeast ¼ of Section 30, Township 89 North, Range 2 East of the 5th P.M.

Subarea N of the District shall include the following described properties:

- Lot 1 of Dubuque Industrial Center North First Addition, in the City of Dubuque, Iowa; and
- All of the street right of way of Innovation Drive adjacent to Lot 1 of Dubuque Industrial Center North First Addition, in the City of Dubuque, Iowa.

Subarea O of the District shall include the following described properties:

- Lot 2 of Dubuque Industrial Center North Third Addition, in the City of Dubuque, Iowa; and
- A Part of Lot C in Dubuque Industrial Center North First Addition in the City of Dubuque, Iowa, being more particularly described as follows:
- Commencing at the northwest corner of Lot 1 in Dubuque Industrial Center North Second Addition in the City of Dubuque, Iowa;
- Thence North 87 degrees 35 minutes 13 seconds East along the north line of said Lot 1, 65.47 feet to the Point of Beginning;
- Thence North 87 degrees 35 minutes 13 seconds East continuing along said north line of Lot 1, 467.29 feet;
- Thence South 82 degrees 04 minutes 06 seconds East continuing along said north line of Lot 1, 212.63 feet;
- Thence North 19 degrees 12 minutes 36 seconds East, 433.37 feet, to a point on the easterly line of Lot 2 in Dubuque Industrial Center North Third Addition in the City of Dubuque, Iowa;
- Thence North 90 degrees 00 minutes 00 seconds West, 231.12 feet;
- Thence North 60 degrees 11 minutes 47 seconds West, 280.07 feet;
- Thence North 51 degrees 38 minutes 25 seconds West, 318.12 feet;

- Thence South 57 degrees 28 minutes 14 seconds West, 86.87 feet;
- Thence South 18 degrees 59 minutes 51 seconds East, 140.84 feet;
- Thence South 51 degrees 57 minutes 52 seconds East, 101.08 feet;
- Thence South 01 degree 57 minutes 06 seconds East, 108.09 feet;
- Thence South 33 degrees 59 minutes 54 seconds East, 90.10 feet;
- Thence South 44 degrees 57 minutes 34 seconds East, 130.53 feet;
- Thence South 12 degrees 19 minutes 12 seconds West, 171.97 feet;
- Thence South 87 degrees 35 minutes 13 seconds West, 260.33 feet;
- Thence South 02 degrees 35 minutes 19 seconds East, 40.00 feet, to the Point of Beginning, said part of Lot C contains 6.59 acres, more or less.
- All in the City of Dubuque, Iowa

Subarea P of the District shall include the following described properties:

- Lot 2 of Wertzberger Acres No. 3, in Table Mound Township, Dubuque County, Iowa, according to the recorded Plat thereof; and
- The Southwest 1/4 of the Northeast 1/4, Lot 1 of the Northwest 1/4 of the Northeast 1/4, Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4, and Lot 2 of the Southeast 1/4 of the Northeast 1/4, in Section 14, Township 88 North, Range 2 East of the 5th P.M., in Dubuque County, Iowa, according to United States Government Survey and the recorded Plats thereof, excepting therefrom that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 1 of the Northwest 1/4 of the Northeast 1/4 and of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 11.95 acres and as shown and described in the Warranty Deed filed as Instrument Number 2010-00003964 in the Dubuque County Recorder's Office, and excepting therefrom that land acquired for highway right of way by the Iowa Department of Transportation known as Lot B of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 0.62 acres and as shown and described in the Warranty Deed filed as Instrument Number 2011-00011776 in the Dubuque County Recorder's Office; and
- All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 1 of the Northwest 1/4 of the Northeast 1/4 and of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range

2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 11.95 acres and as shown and described in the warranty deed filed as instrument number 2010-00003964 in the Dubuque County Recorder's Office, and

- All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot B of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 0.62 acres and as shown and described in the warranty deed filed as instrument number 2011-00011776 in the Dubuque County Recorder's Office; and
- All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 2 of the Southwest 1/4 of the Northwest 1/4, all in Section 13, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 7.50 acres and as shown and described in the warranty deed filed as instrument number 2010-00007163 in the Dubuque County Recorder's Office; and
- A part of that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 2 of 3 of Archdiocese Place No. 2 at Key West in Section 11, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque and of Lot 2 of the Northwest 1/4 of the Northeast 1/4 and of Lot 2 of 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 1 of the Southeast Quarter of the Northeast Quarter, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 51.12 acres and as shown and described in the warranty deed filed as instrument number 2011-00018392 in the Dubuque County Recorder's Office, more particularly described as follows:
- Commencing at the east 1/4 corner of said section 14; thence south 87° (degrees) 30' (minutes) 08" (seconds) west (assumed bearing for the purpose of this description) on the south line of the northeast 1/4 of said section 14, a distance of 316.67 feet to the southeast corner of said lot 1 of the southeast 1/4 of the northeast 1/4 which is on the present northwesterly right-of-way line of u.s. highway 61, being the point of beginning of the area herein described; thence continuing south 87°30'08" west on said south line, also being the south line of said lot 1 of the southeast 1/4 of the northeast 1/4, a distance of 744.37 feet to the west line of said lot 1 of the southeast 1/4 of the northeast 1/4; thence north 01°46'59" west on said west line, 365.46 feet; thence north 02°36'29" west on said west line, 258.32 feet to the northwesterly line of said lot 1 of the southeast 1/4 of the northeast 1/4; thence north 15°33'01" east on said northwesterly line, 189.90 feet; thence north 20°16'31" east on said northwesterly line, 100.25 feet;

thence north 31°16'30" east on said northwesterly line, 371.74 feet; thence north 51°35'55" east on said northwesterly line, 46.89 feet; thence north 26°34'03" east on said northwesterly line, 112.65 feet to the northwest corner of said lot 1 of the southeast 1/4 of the northeast 1/4, also being the southwest corner of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4; thence north 35°25'51" east on the westerly and southwesterly line of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, a distance of 200.90 feet; thence north 01°11'53" west on said westerly and southwesterly line, 284.09 feet; thence north 51°36'20" west on said westerly and southwesterly line, 173.35 feet; thence south 73°41'30" east a distance of 115.82 feet; thence south 48°36'34" east on the northeasterly line of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, 759.07 feet to the southeast corner of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, also being the northeast corner of said lot 1 of the southeast 1/4 of the northeast 1/4; thence south 02°41'19" east on the easterly line of said lot 1 of the southeast 1/4 of the northeast 1/4, a distance of 954.91 feet to the present northwesterly right-of-way line of u.s. highway 61; thence south 38°00'39" west on said northwesterly right-of-way line, 485.62 feet to the point of beginning, containing 31.49 acres, more or less; and

- An 80-foot-wide strip of land in the Southeast Half of Section 31, Township 89 North, Range 2 East, The Southwest Quarter of Section 32, Township 89 North, Range 2 East, the North Half of Section 5, Township 88 North, Range 2 East, the Northwest, Northeast, and Southeast Quarters of Section 4, Township 88 North, Range 2 East, the South Half of Section 3, Township 88 North, Range 2 East, the Southwest Quarter of Section 2, Township 88 North, Range 2 East, the Northwest, Northeast, and Southeast Quarters of Section 11, Township 88 North, Range 2 East, and the Northeast Quarter of Section 14, Township 88 North, Range 2 East, of the Fifth Principal Meridian, centered on the following described line:
- Commencing at the Southeast Corner of Lot B, Dubuque Industrial Center South First Addition, in the City of Dubuque, Dubuque County, Iowa (Record Doc. #2014-1397), at the Northerly Right-of-Way of Seippel Road; thence South 35°44'18" East (Record North 35°52'10" West) along the East Line of said First Addition, 11.13 feet; thence South 10°51'45" East, 40.00 feet to the centerline of Seippel Road, the **Point of Beginning**; thence North 79°08'15" East along said centerline, 1004.09 feet; thence Easterly along the centerline of U. S. Highway 52 and the extension thereof an arc length of 880.50 feet along a 1,200.00 foot radius curve being concave southerly, having a long chord of South 79°50'32" East, 860.88 feet; thence South 58°49'18" East along said centerline of U. S.

Highway 52, 2,489.33 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 3,363.36 feet along a 12,000.00 foot radius curve being concave Northeasterly, having a long chord of South 66°51'04" East, 3,352.36 feet; thence South 74°52'50" East along said centerline of U. S. Highway 52, 1318.07 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,569.39 feet along a 12,000.00 foot radius curve being concave Southwesterly, having a long chord of South 71°08'02" East, 1,568.27 feet; thence South 67°23'15" East along said centerline of U. S. Highway 52, 1093.39 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,414.18 feet along a 23,000.00 foot radius curve being concave Southwesterly, having a long chord of South 65°37'33" East, 1,413.95 feet; thence South 63°51'52" East along said centerline of U. S. Highway 52, 947.44 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,134.73 feet along a 8,000.00 foot radius curve being concave Northeasterly, having a long chord of South 67°55'41" East, 1,133.78 feet; thence South 71°59'29" East along said centerline of U. S. Highway 52, 3,507.89 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 7,787.63 feet along a 7,500.00 foot radius curve being concave Southwesterly, having a long chord of South 42°14'42" East, 7,442.46 feet; thence South 12°29'54" East along said centerline of U. S. Highway 52, 750.54 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 449.54 feet along a 4,000.00foot radius curve being concave Northeasterly, having a long chord of South 15°43'05" East, 449.31 feet, to the **End Point**, the sidelines of said 80-foot-wide strip of land are to be shortened or lengthened to the intersection of the easterly line of Dubuque Industrial Center South First Addition, in the City of Dubuque, Dubuque County, Iowa as recorded in Doc. #2014-1397 and the intersection of the northerly line of Lot 1 and Lot 1 of 1 as recorded in Doc. #2010-3964.

Subarea Q of the District shall include the following described properties:

- Lot 1-5 of Dubuque Industrial Center West 5th Addition in the City of Dubuque, Iowa
- All in the City of Dubuque, Iowa

Subarea R of the District shall include the following described properties:

- Part Lot 3 in the Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, Except Lot 'A' of Lot 3 in Dubuque Industrial

Center North First Addition in the City of Dubuque, Dubuque County, Iowa, described as follows: Commencing at the southeast corner of said Lot 3; thence N00°36’04”W, 364.16 feet along the east line of said Lot 3; thence S89°24’16”W, 502.28 feet along the outside face of the south wall of the existing building to the point of beginning; thence S00°35’44”E,

- 37.00 feet; thence S89°24’16”W, 170.00 feet; thence N00°35’44”W, 32.00 feet; thence S89°24’16”W, 210.00 feet; thence N00°35’44”W, 362.00 feet; thence N89°24’16”E, 255.00 feet to the northerly extension of the outside face of the west wall of the existing building; then S00°35’44”E, 357.00 feet along said face of the west wall of the southwest corner of the existing building; thence N89°24’16”E, 125.00 feet along the face of the south wall of the existing building to the point of beginning, containing 2.258 acres.

Subarea S of the District shall include the following described properties:

- Lot 2 of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa

Subarea T of the District shall include the following described properties:

- The East 10 Acres of the Southwest Quarter of the Southeast Quarter of Section 19, T89N, R2E, of the 5th P.M., Dubuque County, Iowa

Subarea U of the District consists of the real property legally described as follows:

- All of Lot 1 of Airborne Place, in the City of Dubuque, Iowa; and
- All of the Airborne Road right of way adjacent to Lot 1 of Airborne Place, in the City of Dubuque, Iowa, being the same area described as Acquisition Parcel 154, in Part of Lot 2-2 of South Fork Industrial Subdivision No. 1, Per Instrument Number 2018-10004 in the office of the Dubuque County Recorder

Subarea V of the District consists of the real property legally described as follows:

- All that part of Lot 1 of Dubuque Industrial Center South Fourth Addition in the City of Dubuque Iowa lying west of the west line of the Southwest Quarter of Section 31, Township 89 North, Range 2 East of the 5th P.M.,

Subarea W of the District consists of the real property legally described as follows:

- Lot 1 of Lot 4 of Dubuque Industrial Center West 4th Addition in the City of Dubuque, Iowa, according to the recorded plat thereof

Subarea X of the District consists of the real property legally described as follows:

- Lot 7 and Lot 8 of Dubuque Industrial Center West 2nd Addition in the City of Dubuque Iowa, according to the recorded plat thereof

Subarea Y of the District consists of the real property legally described as follows:

- Lot 2 of McFadden Farm Place #3 in the City of Dubuque, Iowa

All in the City of Dubuque, Iowa.

ORDINANCE NO. __-26

AN ORDINANCE CORRECTING AND AMENDING ORDINANCE NO. 46-25, 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 Y TO THE DIVISION OF REVENUES

WHEREAS, the Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District (the "District") described in Resolution No. 130-88 was adopted on May 2, 1988 and was thereafter amended and restated by Resolution No. 484-90 on December 17, 1990, Resolution No. 142-97 on April 7, 1997, Resolution No. 478-97 on November 17, 1997, Resolution No. 15-08 on January 7, 2008, Resolution No. 101-08 on March 17, 2008, Resolution No. 109-08 on April 7, 2008, Resolution No. 87-11 on March 7, 2011, Resolution No. 171-13 on June 3, 2013, Resolution No. 197-15 on June 1, 2015, Resolution No. 309-15 on September 8, 2015, Resolution No. 132-16 on September 19, 2016, Resolution No. 157-18 and Resolution No. 158-18 on May 21, 2018, Resolution 380-18 on December 17, 2018, Resolution 125-21 and Resolution 126-21 on April 19, 2021, Resolution 323-21 and Resolution 324-21 on September 20, 2021, Resolution 387-21 on November 1, 2021, Resolution 197-22 on May 16, 2022, by Resolution 289-22 on September 6, 2022, by Resolution No. 290-22 on September 6, 2022, by Resolution 73-23 on March 20, 2023, by Resolution 74-23 on March 20, 2023, by Resolution 180-23 on June 5, 2023, by Resolution 180-23-A on July 17, 2023, by Resolution 40-24 on February 19, 2024, by Resolution 103-25 on March 17, 2025, by Resolution 104-25 on March 17, 2025, and by Resolution 290-25 on September 2, 2025,

and by Resolution ___-26 on April 20, 2026 (as amended and restated, the "Urban Renewal Plan" or "Amended and Restated Urban Renewal Plan"); and

WHEREAS, the City Council of the City of Dubuque, Iowa originally provided for the division of taxes pursuant to Section 403.19 of the Code of Iowa within the District in Ordinance No. 26-88 passed and approved on May 2, 1988 and thereafter amended and restated by Ordinance No. 63-88 on December 5, 1988, by Ordinance No. 66-97 on November 17, 1997, by Ordinance No. 70-08 on October 20, 2008, by Ordinance No. 10-14 on February 3, 2014, by Ordinance No. 39-15 on June 1, 2015, by Ordinance No. 55-15 on September 8, 2015, by Ordinance No. 49-16 on September 19, 2016, Ordinance 18-18 on May 21, 2018, by Ordinance 45-18 on December 17, 2018, by Ordinance 15-21 and Ordinance 16-21 on April 19, 2021, by Ordinance 22-21 on June 7, 2021, by Ordinance 31-21 and Ordinance 32-21 on September 20, 2021, by Ordinance 37-21 on November 1, 2022, by Ordinance 21-22 on May 16, 2022, by Ordinance 28-22 on September 6, 2022, by Ordinance 28-22A on November 7, 2022, by Ordinance 10-23 on March 20, 2023, by Ordinance 30-23 on June 5, 2023, by Ordinance 32-23-A on July 17, 2023, by Ordinance 4-24 on February 19, 2024, by Ordinance 5-24 on February 19, 2024, by Ordinance 8-25 on March 17, 2025, and by Ordinance 46-25 on December 1, 2025; and

WHEREAS, indebtedness has been incurred by the City, and additional indebtedness is anticipated to be incurred in the future, to finance urban renewal project activities within the District, and the continuing needs of redevelopment within the District are such as to require the continued application of the incremental tax resources of the District; and

WHEREAS, the following enactment is necessary to accomplish the objectives described in the premises.

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

Section 1. Ordinance 46-25 Section 1 is amended to read as follows:

Section 1: For purposes of this Ordinance, the following terms shall have the following meanings:

(a) Original Project Area means that portion of the City of Dubuque, Iowa described in the Urban Renewal Plan for the District approved by Resolution No. 130-88 on May 2, 1988, and subsequently amended by Resolution No. 484-90 on December 17, 1990, which Original Project Area includes the lots and parcels located within the area now legally described as follows:

All of Dubuque Industrial Center Eighth Addition; and
All of Lot 1 Dubuque Industrial Center 13th Addition; and
Lot 2 Dubuque Industrial Center 13th Addition; and

Lot 1-2-2 Dubuque Industrial Center Fifth Addition; and
Lot 1 Dubuque Industrial Center Fifth Addition; and
Lot 1 Dubuque Industrial Center 11th Addition; and
Lot 1 of 2 of Dubuque Industrial Center Fifth Addition; and
Lot 1 of 2 of Dubuque Industrial Center Fifth Addition; and
Lot 1-3 Dubuque Industrial Center 12th Addition; and
Lot 1 of lot 3 of final plat of lot 1 of Dubuque Industrial Center First Addition; and
Lot 1 Dubuque Industrial Center 10th Addition; and
Lot 2-3 Dubuque Industrial Center 12th Addition; and
Lots 1 & 2 of final plat of lot 1 of Dubuque Industrial Center First Addition; and
Lot 1 Dubuque Industrial Center 12th Addition; and
Lot 2 Dubuque Industrial Center Ninth Addition; and
Lot 2 Dubuque Industrial Center 12th Addition; and
Lot 2-2 Dubuque Industrial Center Sixth Addition; and
Lot 3 Dubuque Industrial Center Ninth Addition; and
Lot 1 Dubuque Industrial Center Sixth Addition; and
Lot 2 of 2 Dubuque Industrial Center 7th Addition; and
Lot 2-1 Walter Addition; and
Lot 2-1 Walter Addition; and
And all adjoining public right-of-way, all in the City of Dubuque, Dubuque County, Iowa.

The Original Project Area is referred to as "Subarea A" in the Urban Renewal Plan hereinafter described.

(b) Subarea B has been removed from the division of revenues by Ordinance 22-21 on June 7, 2021.

(c) Subarea C means that portion of the City of Dubuque, Iowa described as Subarea C in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 289-22 on September 6, 2022, which Subarea C includes the lots and parcels located within the area legally described as follows:

Lots 1 and 2 of Dubuque Industrial Center North Second Addition;
Lots 2, 3, C and A of Dubuque Industrial Center North First Addition, excepting that Part of said Lot A originally platted as Lot 2 of the SW ¼ of the NW ¼ of Sec. 30, T89N, R2E of the 5th PM; and
any adjoining public street right-of-way, all in the City of Dubuque, Dubuque County, Iowa,

EXCEPT those lots and parcels included in Subarea K, those lots and parcels included in Subarea O, and those lots and parcels included in Subarea R.

(d) Subarea D means that portion of the City of Dubuque, Iowa described as Subarea D in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 109-08 on April 7, 2008, which Subarea D includes the lots and parcels located within the area legally described as follows:

Lots 1, 2, and B and all of the right of way of Chavenelle Court in Dubuque Industrial Center West 8th Addition in the City of Dubuque, Dubuque County, Iowa.

(e) Subarea E means that portion of the City of Dubuque, Iowa described as Subarea E in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 73-23 on March 20, 2023, which Subarea E includes the lots and parcels located within the area legally described as follows:

All of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa, except Lot 2 of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa; and
All of Seippel Road right of way from the north boundary line of Lot 1 of 1 of South Fork Subdivision No. 1 in the City of Dubuque, to the south boundary lines of Lot H of Dubuque Industrial Center West and Lot 1 of Dubuque Industrial Center West 2nd Addition in the City of Dubuque, Dubuque County, Iowa, including crossings at the intersections of Old Highway Road and Chicago Central & Pacific Railroad rights-of-way.

(f) Subarea F means that portion of the City of Dubuque, Iowa, and Dubuque County described as Subarea F in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 197-15 on June 1, 2015, which Subarea F includes the lots and parcels located within the area legally described as follows:

Lot one (1) of Graf Farm Subdivision #2, Dubuque County, Iowa, according to the recorded plat thereof;
Lot 1 of Lot 1 of Lot 1 of Lot 1 of West One-half of Northeast One-quarter, Section 25, Township 89 North, Range 1 East of the 5th Principal Meridian, in Center Township, Dubuque County, Iowa;
Lot 2 in “W.A. Norman Place" in Section 25, Center Township, Dubuque County, Iowa, according to the plat thereof; and
The NW 1/4 of the SE 1/4 of Section 25, Township 89 North, Range 1 East of the 5th P.M., in Center Township, Dubuque County, Iowa.

(g) Subarea G means that portion of the City of Dubuque, Iowa, and Dubuque County described as Subarea G in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 309-15 on September 8, 2015, which Subarea G includes the lots and parcels located within the area legally described as follows:

The South one-half of the Northwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.
Lot 1 of Lot 1 of the Northwest Quarter of the Northwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.
Lot 2 of McFadden Farm Place #2, in the City of Dubuque, Iowa.
Lot 2 of McFadden Farm Place, in the City of Dubuque, Iowa.
Lot A of Lot 1 of 1 of the Southwest Quarter of the Southwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.
Lot A of Lot 1 of 1 of the Northwest Quarter of the Southwest Quarter of Section 29, Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.
All in the City of Dubuque, Dubuque County, Iowa.

(h) Subarea H means that portion of the City of Dubuque, Iowa, and Dubuque County described as Subarea H in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 332-16 on September 19, 2016, which Subarea H includes the lots and parcels located within the area legally described as follows:

Lot 1 of the Northeast ¼ of the Northeast ¼, and Lot 2 of Lot 1 of Lot 1 of Lot 2 of the Northeast ¼ of the Northeast ¼, of Section 30, in Township 89 North, Range 2 East of the 5th Principal Meridian, in the City of Dubuque, Iowa.

(i) Subarea I means that portion of the City of Dubuque, Iowa, and Dubuque County described as Subarea I in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 332-16 on September 19, 2016, which Subarea I includes the lots and parcels located within the area legally described as follows:

Lot 2 Seippel Road Place #2, Dubuque County, Iowa.
Lot 2-1-1 of the Southeast Quarter of the Southeast Quarter of Section 25, Township 89 North, Range 2 East of the 5th Principal Meridian, Dubuque County, Iowa

(j) Subarea J means that portion of the City of Dubuque, Iowa, and Dubuque County described as Subarea J in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 332-16 on September 19, 2016, which Subarea J includes the lots and parcels located within the area legally described as follows:

Lot 2 Julien Care Place, Dubuque County, Iowa.

Lot 3 Julien Care Place, Dubuque County, Iowa
Lot 2-1 Julien Care Place, Dubuque County, Iowa

(k) Subarea K means that portion of the City of Dubuque, Iowa, removed from Subarea C of the District by Version 2018.1 of the Amended and Restated Plan for the District approved by Resolution No. 157-18, and added to the District by Version 2018.2 of the Amended and Restated Plan for the District approved by Resolution No. 158-18 as Subarea K, all on May 21, 2018, which Subarea K includes the lots and parcels located within the area legally described as follows:

Lot 1 of Dubuque Industrial Center North Third Addition, in the City of Dubuque, Iowa.

(l) Subarea L means that portion of the City of Dubuque, Iowa described as Subarea L in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 380-18 on December 17, 2018, which Subarea L includes the lots and parcels located within the area legally described as follows:

Lot 1 of Loretta Bahl's Homestead, in the City of Dubuque, Iowa, comprised of Lot 1 of the West 30 Acres of the Southwest ¼ of the Southeast ¼, Section 19, Township 89 North, Range 2 East of the 5th P.M. all in the City of Dubuque, Dubuque County, Iowa.

(m) Subarea M means that portion of the City of Dubuque, Iowa described as Subarea M in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 380-18 on December 17, 2018, which Subarea M includes the lots and parcels located within the area legally described as follows:

Lot 2 of the Subdivision of Lot 2 of the Northeast ¼ of the Northeast ¼ of Section 30, Township 89 North, Range 2 East of the 5th P.M. all in the City of Dubuque, Dubuque County, Iowa.

(n) Subarea N means that portion of the City of Dubuque, Iowa described as Subarea N in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 126-21 on April 19, 2021, which Subarea N includes the lots and parcels located within the area legally described as follows:

Lot 1 of Dubuque Industrial Center North First Addition, in the City of Dubuque, Iowa; and
All of the street right of way of Innovation Drive adjacent to Lot 1 of Dubuque Industrial Center North First Addition, in the City of Dubuque, Iowa.
All in the City of Dubuque, Iowa

(o) Subarea O means that portion of the City of Dubuque, Iowa removed from Subarea C and now described as Subarea O in the Amended and Restated

Urban Renewal Plan for the District approved by Resolution 324-21 on September 20, 2021, which Subarea O includes the lots and parcels located within the area legally described as follows:

Lot 2 of Dubuque Industrial Center North Third Addition, in the City of Dubuque, Iowa; and
A Part of Lot C in Dubuque Industrial Center North First Addition in the City of Dubuque, Iowa, being more particularly described as follows:
Commencing at the northwest corner of Lot 1 in Dubuque Industrial Center North Second Addition in the City of Dubuque, Iowa;
Thence North 87 degrees 35 minutes 13 seconds East along the north line of said Lot 1, 65.47 feet to the Point of Beginning;
Thence North 87 degrees 35 minutes 13 seconds East continuing along said north line of Lot 1, 467.29 feet;
Thence South 82 degrees 04 minutes 06 seconds East continuing along said north line of Lot 1, 212.63 feet;
Thence North 19 degrees 12 minutes 36 seconds East, 433.37 feet, to a point on the easterly line of Lot 2 in Dubuque Industrial Center North Third Addition in the City of Dubuque, Iowa;
Thence North 90 degrees 00 minutes 00 seconds West, 231.12 feet;
Thence North 60 degrees 11 minutes 47 seconds West, 280.07 feet;
Thence North 51 degrees 38 minutes 25 seconds West, 318.12 feet;
Thence South 57 degrees 28 minutes 14 seconds West, 86.87 feet;
Thence South 18 degrees 59 minutes 51 seconds East, 140.84 feet;
Thence South 51 degrees 57 minutes 52 seconds East, 101.08 feet;
Thence South 01 degree 57 minutes 06 seconds East, 108.09 feet;
Thence South 33 degrees 59 minutes 54 seconds East, 90.10 feet;
Thence South 44 degrees 57 minutes 34 seconds East, 130.53 feet;
Thence South 12 degrees 19 minutes 12 seconds West, 171.97 feet;
Thence South 87 degrees 35 minutes 13 seconds West, 260.33 feet;
Thence South 02 degrees 35 minutes 19 seconds East, 40.00 feet, to the Point of Beginning, said part of Lot C contains 6.59 acres, more or less.

All in the City of Dubuque, Iowa

(p) Subarea P means that portion of Dubuque County and the City of Dubuque, Iowa described as Subarea P in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 387-21 on November 1, 2021, which Subarea P includes the lots and parcels located within the area legally described as follows:

Lot 2 of Wertzberger Acres No. 3, in Table Mound Township, Dubuque County, Iowa, according to the recorded Plat thereof; and

The Southwest 1/4 of the Northeast 1/4, Lot 1 of the Northwest 1/4 of the Northeast 1/4, Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4, and Lot 2

of the Southeast 1/4 of the Northeast 1/4, in Section 14, Township 88 North, Range 2 East of the 5th P.M., in Dubuque County, Iowa, according to United States Government Survey and the recorded Plats thereof, excepting therefrom that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 1 of the Northwest 1/4 of the Northeast 1/4 and of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 11.95 acres and as shown and described in the Warranty Deed filed as Instrument Number 2010-00003964 in the Dubuque County Recorder's Office, and excepting therefrom that land acquired for highway right of way by the Iowa Department of Transportation known as Lot B of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 0.62 acres and as shown and described in the Warranty Deed filed as Instrument Number 2011-00011776 in the Dubuque County Recorder's Office; and

All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 1 of the Northwest 1/4 of the Northeast 1/4 and of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 11.95 acres and as shown and described in the warranty deed filed as instrument number 2010-00003964 in the Dubuque County Recorder's Office, and

All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot B of Lot 1 of Lot 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 2 of the Southeast 1/4 of the Northeast 1/4, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 0.62 acres and as shown and described in the warranty deed filed as instrument number 2011-00011776 in the Dubuque County Recorder's Office; and

All that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 2 of the Southwest 1/4 of the Northwest 1/4, all in Section 13, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 7.50 acres and as shown and described in the warranty deed filed as instrument number 2010-00007163 in the Dubuque County Recorder's Office; and

A part of that land acquired for highway right of way by the Iowa Department of Transportation known as Lot A of Lot 2 of 3 of Archdiocese Place No. 2 at Key West in Section 11, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque and of Lot 2 of the Northwest 1/4 of the Northeast 1/4 and of Lot 2 of 1 of the Northeast 1/4 of the Northeast 1/4 and of Lot 1 of the

Southeast Quarter of the Northeast Quarter, all in Section 14, Township 88 North, Range 2 East of the 5th P.M., County of Dubuque, State of Iowa, containing 51.12 acres and as shown and described in the warranty deed filed as instrument number 2011-00018392 in the Dubuque County Recorder's Office, more particularly described as follows:

Commencing at the east 1/4 corner of said section 14; thence south 87° (degrees) 30' (minutes) 08" (seconds) west (assumed bearing for the purpose of this description) on the south line of the northeast 1/4 of said section 14, a distance of 316.67 feet to the southeast corner of said lot 1 of the southeast 1/4 of the northeast 1/4 which is on the present northwesterly right-of-way line of U.S. highway 61, being the point of beginning of the area herein described; thence continuing south 87°30'08" west on said south line, also being the south line of said lot 1 of the southeast 1/4 of the northeast 1/4, a distance of 744.37 feet to the west line of said lot 1 of the southeast 1/4 of the northeast 1/4; thence north 01°46'59" west on said west line, 365.46 feet; thence north 02°36'29" west on said west line, 258.32 feet to the northwesterly line of said lot 1 of the southeast 1/4 of the northeast 1/4; thence north 15°33'01" east on said northwesterly line, 189.90 feet; thence north 20°16'31" east on said northwesterly line, 100.25 feet; thence north 31°16'30" east on said northwesterly line, 371.74 feet; thence north 51°35'55" east on said northwesterly line, 46.89 feet; thence north 26°34'03" east on said northwesterly line, 112.65 feet to the northwest corner of said lot 1 of the southeast 1/4 of the northeast 1/4, also being the southwest corner of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4; thence north 35°25'51" east on the westerly and southwesterly line of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, a distance of 200.90 feet; thence north 01°11'53" west on said westerly and southwesterly line, 284.09 feet; thence north 51°36'20" west on said westerly and southwesterly line, 173.35 feet; thence south 73°41'30" east a distance of 115.82 feet; thence south 48°36'34" east on the northeasterly line of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, 759.07 feet to the southeast corner of said lot 2 of 1 of the northeast 1/4 of the northeast 1/4, also being the northeast corner of said lot 1 of the southeast 1/4 of the northeast 1/4; thence south 02°41'19" east on the easterly line of said lot 1 of the southeast 1/4 of the northeast 1/4, a distance of 954.91 feet to the present northwesterly right-of-way line of U.S. highway 61; thence south 38°00'39" west on said northwesterly right-of-way line, 485.62 feet to the point of beginning, containing 31.49 acres, more or less; and

An 80-foot-wide strip of land in the Southeast Half of Section 31, Township 89 North, Range 2 East, The Southwest Quarter of Section 32, Township 89 North, Range 2 East, the North Half of Section 5, Township 88 North, Range 2 East, the Northwest, Northeast, and Southeast Quarters of Section 4, Township 88 North, Range 2 East, the South Half of Section 3, Township 88 North, Range 2 East, the Southwest Quarter of Section 2, Township 88 North, Range 2 East, the Northwest, Northeast, and Southeast Quarters of Section 11, Township 88 North, Range 2 East, and the Northeast Quarter of Section 14, Township 88

North, Range 2 East, of the Fifth Principal Meridian, centered on the following described line:

Commencing at the Southeast Corner of Lot B, Dubuque Industrial Center South First Addition, in the City of Dubuque, Dubuque County, Iowa (Record Doc. #2014-1397), at the Northerly Right-of-Way of Seippel Road; thence South 35°44'18" East (Record North 35°52'10" West) along the East Line of said First Addition, 11.13 feet; thence South 10°51'45" East, 40.00 feet to the centerline of Seippel Road, the Point of Beginning; thence North 79°08'15" East along said centerline, 1004.09 feet; thence Easterly along the centerline of U. S. Highway 52 and the extension thereof an arc length of 880.50 feet along a 1,200.00 foot radius curve being concave southerly, having a long chord of South 79°50'32" East, 860.88 feet; thence South 58°49'18" East along said centerline of U. S. Highway 52, 2,489.33 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 3,363.36 feet along a 12,000.00 foot radius curve being concave Northeasterly, having a long chord of South 66°51'04" East, 3,352.36 feet; thence South 74°52'50" East along said centerline of U. S. Highway 52, 1318.07 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,569.39 feet along a 12,000.00 foot radius curve being concave Southwesterly, having a long chord of South 71°08'02" East, 1,568.27 feet; thence South 67°23'15" East along said centerline of U. S. Highway 52, 1093.39 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,414.18 feet along a 23,000.00 foot radius curve being concave Southwesterly, having a long chord of South 65°37'33" East, 1,413.95 feet; thence South 63°51'52" East along said centerline of U. S. Highway 52, 947.44 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 1,134.73 feet along a 8,000.00 foot radius curve being concave Northeasterly, having a long chord of South 67°55'41" East, 1,133.78 feet; thence South 71°59'29" East along said centerline of U. S. Highway 52, 3,507.89 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 7,787.63 feet along a 7,500.00 foot radius curve being concave Southwesterly, having a long chord of South 42°14'42" East, 7,442.46 feet; thence South 12°29'54" East along said centerline of U. S. Highway 52, 750.54 feet; thence Southeasterly along said centerline of U. S. Highway 52 an arc length of 449.54 feet along a 4,000.00foot radius curve being concave Northeasterly, having a long chord of South 15°43'05" East, 449.31 feet, to the End Point, the sidelines of said 80-foot-wide strip of land are to be shortened or lengthened to the intersection of the easterly line of Dubuque Industrial Center South First Addition, in the City of Dubuque, Dubuque County, Iowa as recorded in Doc. #2014-1397 and the intersection of the northerly line of Lot 1 and Lot 1 of 1 as recorded in Doc. #2010-3964.

(q) Subarea Q means that portion of the City of Dubuque, Iowa described as Subarea Q in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 197-22 on May 16, 2022, which Subarea Q includes the lots and parcels located within the area legally described as follows:

Lot 1-5 of Dubuque Industrial Center West 5th Addition in the City of Dubuque, Iowa

All in the City of Dubuque, Iowa

(r) Subarea R means that portion of the City of Dubuque, Iowa described as Subarea R in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 290-22A on November 7, 2022, which Subarea R includes the lots and parcels located within the area legally described as follows:

Part of Lot 3 in the Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, Except Lot 'A' of Lot 3 in Dubuque Industrial Center North First Addition in the City of Dubuque, Dubuque County, Iowa, described as follows: Commencing at the southeast corner of said Lot 3; thence N00°36'04"W, 364.16 feet along the east line of said Lot 3; thence S89°24'16"W, 502.28 feet along the outside face of the south wall of the existing building to the point of beginning; thence S00°35'44"E, 37.00 feet; thence S89°24'16"W, 170.00 feet; thence N00°35'44"W, 32.00 feet; thence S89°24'16"W, 210.00 feet; thence N00°35'44"W, 362.00 feet; thence N89°24'16"E, 255.00 feet to the northerly extension of the outside face of the west wall of the existing building; then S00°35'44"E, 357.00 feet along said face of the west wall of the southwest corner of the existing building; thence N89°24'16"E, 125.00 feet along the face of the south wall of the existing building to the point of beginning, containing 2.258 acres

All in the City of Dubuque, Iowa.

(s) Subarea S means that portion of the City of Dubuque, Iowa described as Subarea S in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 74-23 on March 20, 2023, which Subarea S includes the lots and parcels located within the area legally described as follows:

Lot 2 of Dubuque Industrial Center South First Addition in the City of Dubuque, Iowa

All in the City of Dubuque, Iowa.

(t) Subarea T means that portion of the City of Dubuque, Iowa described as Subarea T in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 180-23 on June 5, 2023, which Subarea T includes the lots and parcels located within the area legally described as follows:

The East 10 Acres of the Southwest Quarter of the Southeast Quarter of Section 19, T89N, R2E, of the 5th P.M., Dubuque County, Iowa

All in the City of Dubuque, Iowa.

(u) Subarea U means that portion of the City of Dubuque, Iowa described as Subarea U in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 39-24 on February 19, 2024, which Subarea U includes the lots and parcels located within the area legally described as follows:

All of Lot 1 of Airborne Place, in the City of Dubuque, Iowa; and
All of the Airborne Road right of way adjacent to Lot 1 of Airborne Place, in the City of Dubuque, Iowa, being the same area described as Acquisition Parcel 154, in Part of Lot 2-2 of South Fork Industrial Subdivision No. 1, Per Instrument Number 2018-10004 in the office of the Dubuque County Recorder

All in the City of Dubuque, Iowa.

(v) Subarea V means that portion of the City of Dubuque, Iowa described as Subarea V in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 40-24 on February 19, 2024, which Subarea V includes the lots and parcels located within the area legally described as follows:

All that part of Lot 1 of Dubuque Industrial Center South Fourth Addition in the City of Dubuque Iowa lying west of the west line of the Southwest Quarter of Section 31, Township 89 North, Range 2 East of the 5th P.M.,

All in the City of Dubuque, Iowa.

(w) Subarea W means that portion of the City of Dubuque, Iowa described as Subarea W in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 104-25 on March 17, 2025, which Subarea W includes the lots and parcels located within the area legally described as follows:

Lot 1 of Lot 4 of Dubuque Industrial Center West 4th Addition in the City of Dubuque, Iowa, according to the recorded plat thereof

All in the City of Dubuque, Iowa.

(x) Subarea X means that portion of the City of Dubuque, Iowa described as Subarea X in the Amended and Restated Urban Renewal Plan for the District approved by Resolution 290-25 on September 2, 2025, which Subarea X includes the lots and parcels located within the area legally described as follows:

Lot 7 and Lot 8 of Dubuque Industrial Center West 2nd Addition in the City of Dubuque, Iowa, according to the recorded plat thereof

All in the City of Dubuque, Iowa.

(y) Subarea Y means that portion of the City of Dubuque, Iowa described as Subarea Y in the Amended and Restated Urban Renewal Plan for the District approved by Resolution ___-26 on April 20, 2026, which Subarea Y includes the lots and parcels located within the area legally described as follows:

Lot 2 of McFadden Farm Place #3 in the City of Dubuque, Iowa

All in the City of Dubuque, Iowa.

(z) Amended Project Area means that portion of the City of Dubuque, Iowa and Dubuque County included within the Original Project Area, Subarea C, Subarea D, Subarea E, Subarea F, Subarea G, Subarea H, Subarea I, Subarea J, Subarea K, Subarea L, Subarea M, Subarea N, Subarea O, Subarea P, Subarea Q, Subarea R, Subarea S, Subarea T, Subarea U, Subarea V, Subarea W, and Subarea X each as described in this Section.

Section 2. Section 3 is amended to read as follows:

Section 3: As to the Original Project Area, that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts taxing property in the Original Project Area upon the total sum of the assessed value of the taxable property in the Original Project Area as shown on the assessment roll as of January 1, 1987, being the first day of the calendar year preceding the effective date of Ordinance No. 26-88, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. The taxes so determined shall be referred herein as the "base period taxes" for such Subarea.

As to Subarea B, Subarea B has been removed from the division of revenues by Ordinance 22-21. Subarea B will remain within the District.

As to Subarea C (except the lots and parcels now forming Subarea K and those lots and parcels removed by Amended and Restated Urban Renewal Plan Version 2021.4 now forming Subarea O, and those lots and parcels removed by Ordinance 27-22, now forming Subarea R), base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2007, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 70-08, and base values shall be reduced due to the removal of area from Subarea C.

As to Subarea D, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2007, being the

assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 70-08.

As to Subarea E, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2013, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No.10-14.

As to Subarea F, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2014, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 39-15.

As to Subarea G, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2014, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 55-15.

As to Subarea H, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2015, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 49-16.

As to Subarea I, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2015, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 49-16.

As to Subarea J, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2015, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 49-16.

As to Subarea K, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2017, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 18-18.

As to Subarea L, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2017, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 45-18.

As to Subarea M, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2017,

being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 45-18.

As to Subarea N, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2020, being the assessment roll applicable to property in such subarea as of January 1 of preceding the effective date of Ordinance No. 16-21.

As to Subarea O, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2020, being the assessment roll applicable to property in such subarea as of January 1 of preceding the effective date of Ordinance 32-21.

As to Subarea P, Subarea P has been removed from the division of revenues by Ordinance 21-22. Subarea P will remain within the District.

As to Subarea Q, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2021, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 21-22.

As to Subarea R, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2021, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 28-22-A.

As to Subarea S, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2022, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 10-23.

As to Subarea T, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2022, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 30-23-A.

As to Subarea U, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2023, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 4-24.

As to Subarea V, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2023, being the assessment toll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 5-24.

As to Subarea W, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2024, being the assessment toll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 8-25.

As to Subarea X, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2024, being the assessment toll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 46-25.

As to Subarea Y, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2025, being the assessment toll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of this Ordinance No. ___-26.

Section 3: This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this 20st day of April, 2026.

_____
Brad M. Cavanagh
Mayor

ATTEST:

_____
Adrienne N. Breitfelder
City Clerk

Read first time: _____

PASSED AND APPROVED: _____

PUBLISHED: _____

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: Water and Sanitary Sewer Historical Billed Consumption and Projections

DATE: April 17, 2026

INTRODUCTION

City staff reviewed historical billed usage for both the Water and Sanitary Sewer Funds (Attachment 1). As part of this analysis, we removed the impact of a large industrial customer (Simmons) coming online because that type of major new user is not something we can reliably expect in future years. Once that adjustment is made, the data shows a clear downward trend in total water and sewer usage across the system.

DISCUSSION

After removing the impact of the industrial user, total billed usage in both Water and Sanitary Sewer declines over the FY2021–FY2025 period. This means that, on average, households and businesses are using less water over time. When usage drops, the amount of revenue that comes from gallons sold also drops. Although overall revenue has grown in recent years, this growth is due to prior rate adjustments—not increased water use. In other words, rates have kept revenues stable, not consumption levels.

The number of accounts by type is 2,012 commercial accounts, 74 industrial, and 22,610 residential. Group homes, municipalities, schools, and churches are excluded.

Even if more homes are built, each home typically uses relatively little water. With per-home usage trending downward, adding more residential customers will not meaningfully reduce the revenue needed to operate, maintain, and reinvest in the system.

Customers are more water-efficient than ever. Modern fixtures and appliances reduce indoor use, and many residents are choosing to conserve. As a result, even with more customers, overall consumption often grows slowly or even declines. Weather has a major effect on water use. Dry summers increase lawn watering, while wet summers drastically reduce it. This volatility makes it risky to rely on residential outdoor usage to meet revenue needs. A significant portion of growth is in multi-family units or homes on

smaller lots, both of which use less water than traditional single-family homes with large yards.

Most of the utility's costs—treatment plants, pipe systems, maintenance, and debt service—remain the same whether water use goes up or down. These fixed costs must be funded regardless of how much water is sold.

There is always a lag between permit issuance, construction, meter installation, and actual usage. Relying on expected new consumption before it materializes exposes the City to near-term financial shortfalls.

The reduction in usage following the removal of the industrial customer demonstrates how dependent total consumption is on a few large users. Residential accounts simply do not use enough water to make up for such changes.

CONCLUSION

Based on the data, it would not be financially prudent to reduce or defer planned water and sanitary sewer user fee increases by assuming that new residential growth will generate enough additional usage to support the system. The historical trend and current customer behavior point in the opposite direction: lower average usage, higher weather-related variability, and fixed system costs that continue regardless. Maintaining a stable, long-term financial plan requires setting user fees based on reliable revenue sources—not on optimistic usage projections that are unlikely to materialize.

JML

Attachments
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager

City of Dubuque

Review of Actual Billed Usage - Water and Sanitary Sewer

Enterprise Fund Projections

Water Fund	Actual
Fiscal Year:	**06/30/21**
Billed Usage (000s):	1,774,274
User Revenue:	8,734,453
Avg Rate/000:	4.9228321

Sewer Fund	Actual
Fiscal Year:	**06/30/21**
Billed Usage (000s):	1,774,274
User Revenue:	10,313,287
Avg Rate/000:	5.81268

	Re-Estimated Based on Actual			
Fiscal Year:	**06/30/22**	**06/30/23**	**06/30/24**	**06/30/25**
Actual Usage (000s):	1,879,915	1,917,094	1,909,676	1,958,794
(Less Simmons Increase):	(474)	(232,459)	(228,219)	(463,065)
Net Usage(000s)	1,879,441	1,684,635	1,681,457	1,495,729
Annual Growth Rate:	5.93%	-10.37%	-0.19%	-11.05%

	Re-Estimated Based on Actual			
Fiscal Year:	**06/30/22**	**06/30/23**	**06/30/24**	**06/30/25**
Actual Usage (000s):	1,879,915	1,917,094	1,920,559	1,944,644
(Less Simmons Increase):	(474)	(232,459)	(228,219)	(463,065)
Net Usage (000s)	1,879,441	1,684,635	1,692,340	1,481,579
Annual Growth Rate:	5.93%	-10.37%	0.46%	-12.45%

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TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Finance Officer

SUBJECT: General Fund Operating Reserve

DATE: April 17, 2026

INTRODUCTION

The purpose of this memorandum is to provide requested information on the General Fund Operating Reserve.

BACKGROUND

Maintaining a general fund operating reserve demonstrates sound fiscal management by ensuring the City has sufficient cash on hand to meet expenses before revenue is collected, thereby avoiding the need for short-term borrowing. This prudent financial practice is required by bond rating agencies, such as Moody's Investor Service, because it signals the City's ability to manage its cash flow, address unexpected costs, and maintain financial stability. Strong reserve balances are viewed as a credit strength and contribute to higher bond ratings, which can lead to lower borrowing costs and greater financial flexibility for the City.

DISCUSSION

Moody's Investor Service suggests that cities with an "AA" rating should maintain reserves at 35 percent. Tionna Pooler of Independent Advisors, the city's financial advisor, noted that Moody's considers the city's strong reserve balances a credit strength. They warn that "significant drops in available fund balances below 35% of revenue" could result in a lower rating. Reserve funds are mainly intended to cover unexpected expenses. Regularly spending these reserves on annual expenses not only reduces the ability to handle emergencies but can also cause ongoing financial imbalances, which may signal fiscal stress, lower the reserves further, and eventually lead to higher taxes or cuts in services.

In January 2025, Moody's Investor Services affirmed the City of Dubuque's Aa2 credit rating for its general obligation bonds. Moody's noted Dubuque's stable economy as a regional center, solid resident income, and strong financial operations, even with expected fund balance declines due to pandemic spending. The city's long-term liabilities and fixed costs remain moderate despite future borrowing plans. Key factors in the rating include robust fund balance and cash levels, flexibility in raising revenue, and low debt ratios.

In July 2023, Moody's Investor Service upgraded the City's outstanding general obligation bonds from Aa3 to Aa2, and the outstanding Sales Tax Increment Revenue bonds from A2 to A1. Key credit factors include the City's robust financial management and significant revenue-

raising capacity, which have led to a consistent improvement in available fund balances and liquidity. Additionally, the City functions as a regional economic hub, with its rate of economic growth exceeding the national average over the past five years.

In November 2022, Moody's Investors Service ("Moodys") introduced an updated rating system for cities and counties. The main changes include giving cities an issuer rating that reflects their overall creditworthiness, regardless of any particular loan, and evaluating business-type enterprise funds alongside general fund revenues and balances when assessing financial performance.

The revised methodology incorporates two key metrics to assess financial performance: the Available Fund Balance Ratio (AFBR), calculated as (Available Fund Balance + Net Current Assets) divided by Revenue, and the Liquidity Ratio (LR), defined as Unrestricted Cash divided by Revenue. For Aa-rated credits, the AFBR typically falls within the range of 25 to 35, while the LR is generally between 30% and 40%.

In May 2022, Moody's reviewed the City using its previous approach as part of the annual bond issuance process. At that time, Moody's assessed the City's AFBR at 45.2% and LR at 59.8%, likely reflecting higher balances from unused ARPA funds. The updated method will now include both revenues and net assets from business-type activities when performing these calculations. This means the general obligation rating for the City will be affected by how well enterprise funds perform financially. To keep the City's ratings stable, it will be important to set rates and charges that can cover debt payments and maintain solid liquidity.

In May 2021, Moody's Investor Service upgraded the City's Water Enterprise outstanding revenue bonds from A1 to A2 and reaffirmed the Aa3 credit rating for general obligation bonds. Key credit considerations include the City's substantial tax base, a wealth and income profile that is modestly below those of similarly rated municipalities, anticipated decreases in financial position during fiscal years 2021 and 2022, and comparatively high debt and pension obligations.

The credit ratings confirm the effective fiscal management exercised by the mayor and city council, placing Dubuque in an advantageous position to utilize favorable financial markets, secure borrowing at reduced interest rates when needed, and invest strategically in key community initiatives.

The City of Dubuque has consistently incorporated a general fund reserve policy into its Fiscal and Budget Policy Guidelines, which are annually approved as part of the budget process. The policy allows the City to increase the minimum fund balance by allocating a portion of any operating surplus that exceeds the $200,000 carryover balance remaining in the General Fund at the conclusion of each fiscal year. The City continued augmenting the General Fund minimum balance with available surplus funds until the reserve reached 20 percent of Net General Fund Operating Cost during Fiscal Year 2017. In Fiscal Year 2024, the minimum balance was further raised to 25 percent to meet the new City Council standard. Additional allocations of $4.4 million in Fiscal Year 2024, $415,247 in Fiscal Year 2025, and $1.8 million in Fiscal Year 2026 were made to the General Fund Operating Reserve to sustain a reserve level of 27 percent.

Following all planned FY 2026 expenditures, Dubuque's general fund reserve will be 27% of general fund revenues (accrual basis) or 45.03% when including debt service and enterprise fund revenues (per Moody's accrual method). The projected cash balance is $26,946,677 on June 30, 2026, while the accrual-based reserve is $25,412,743, maintaining a minimum reserve margin of 25%.

The table below outlines the City's General Fund Operating Reserve history since FY 2021.

Fiscal Year	Contribution	City's General Fund Operating Reserve	% of Projected Revenue	Moody's New Methodology
FY2021	$500,000	$31,089,468	40.72%	
FY2022	$0	$41,259,518	49.16%	45.09%
FY2023	$2,717,339	$48,403,917	55.82%	62.99%
FY2024*	$4,419,668	$43,826,193	51.19%	62.41%
FY2025	$415,247	$38,147,743	40.53%	52.33%
FY2026	$1,823,234	$25,412,743	27.00%	45.03%
FY2027	$0	$25,412,743	27.00%	45.03%
FY2028	$0	$25,412,743	27.00%	45.03%
FY2029	$0	$26,388,917	27.00%	45.03%
FY2030	$0	$25,412,743	27.00%	43.60%

*FY2024 the general fund reserve increased from 20% to 27%.

** If capital projects and major equipment purchases are not finished within the budget year, the remaining fund balance at fiscal year-end will be temporarily higher. Once resources are assigned in the next fiscal year to finalize these outstanding projects and purchases, any general fund reserve balance exceeding 27% provides funding for additional capital projects or other one-time mid-year expenses.

GENERAL FUND RESERVE BALANCE

	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
Contribution	$4.4	$—	$—	$—	$—	$—	$—	$—
City's General Fund Cash Reserve Fund Balance	$43.8	$38.0	$25.4	$25.4	$25.4	$25.4	$25.4	$25.4
% of Projected Revenue (Accrual Basis)	51.2%	40.5%	27.0%	27.0%	27.0%	27.0%	27.0%	27.0%
How Much Less if 25%				$1.9				

After all planned expenditures in FY 2026, the City of Dubuque will have a general fund reserve of 27.00% of general fund revenues as a percent of general fund revenues computed by the accrual basis or 45.03% of general fund, debt service, and enterprise fund revenues as computed by the accrual basis methodology now used by Moody's Investors Service. The general fund reserve balance is projected to be $25,412,743 on June 30, 2026. The general fund reserve balance exceeds 27% in FY 2026, which is the margin of error used to ensure the City always has a general fund reserve of at least 25% as computed on a cash basis

The State Legislative Anticipation Reserve Fund is a new fund and is being established in Fiscal Year 2027 using $2.4 million generated from the repayment of internal loans to the City's General Fund from the Greater Downtown TIF (GDTIF) Fund.

This reserve is being created in recognition of the significant property tax reform proposals being considered during the current State legislative session. Because these reforms could materially affect the City's future revenue structure, it is financially prudent to maintain an additional reserve to help absorb any potential impact. Retaining this balance through the FY 2028 budget cycle ensures the City can respond responsibly should legislative changes reduce or otherwise alter revenues.

The actual total repayment was $5.3 million, with $1.2 million for property tax relief, $2,187 used to fund non-recurring General Fund improvement requests, and to make a $675,554 internal loan to the Refuse Collection enterprise fund.

If the City Council elects to use any portion of the State Legislative Anticipation Reserve Fund before FY 2028, such use should be limited strictly to non-recurring expenses. This preserves the integrity of the reserve by ensuring one-time funds are not used to support ongoing operational costs, maintaining long-term fiscal sustainability. In fact on April 20, 2026, City Council agenda action number three, "Federal Emergency Management Agency Building Resilient Infrastructure and Communities (BRIC) grant application for the Bee Branch Creek Watershed Flood Mitigation Project" is requesting $440,000 of this State Legislative Anticipation Reserve Fund to provide the funds needed to qualify for a $20 million federal grant.

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TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Financial Officer

SUBJECT: FY27 City Property Taxes by Property Class – Distribution of Taxes Paid

DATE: April 17, 2026

INTRODUCTION

This memo provides clarification on how FY27 City property taxes are distributed across property classes and what proportion of the total each class pays. This memo summarizes that information using the City's certified FY27 taxable valuations after the application of Tax Increment Financing (TIF) reductions and state-mandated exemptions.

DISCUSSION

For FY27, the City will collect $31.62 million in property taxes across all classes. After TIF and exemptions, the Residential property tax class represents the largest share of the taxable base and therefore pays the largest share of City taxes.

Residential properties pay the majority (63%) because they make up the largest share of net taxable valuation once reductions are applied. Commercial properties contribute about one-third (33%), remaining the second-largest source of City property tax revenue. Industrial, Utilities, Railroad Bridge, and Other properties collectively account for just over 4% of the tax base.

Valuation by Class of Property	2027 Taxable Debt Valuation	TIF	Exemptions	Net Taxable Valuation	City Taxes	% of Total Taxes
Residential	$2,139,000,770	-$145,451,887	-$31,169,350	$1,962,379,533	$19,803,612	62.62 %
Commercial	$1,485,347,469	-$450,310,552		$1,035,036,917	$10,416,322	32.94 %
Industrial	$168,152,430	-$98,767,499		$69,384,931	$698,271	2.21 %
RR bridge	$4,777,321			$4,777,321	$48,078	0.15 %
Other	$566,419	-$351,733		$214,686	$2,161	0.01 %
Utilities	$65,123,490	$0		$65,123,490	$655,385	2.07 %
Total	**$3,862,967,899**	**-$694,881,671**	**-$31,169,350**	**$3,136,916,878**	**$31,623,827**	**100.00%**

The distribution is not a policy decision, it is a function of State-defined property classes, assessed values and rollback factors, net taxable valuation after TIF and exemptions, and the City's recommended FY27 tax rate of $10.06372. These shares remain consistent with long-term valuation trends in Dubuque.

JML

Attachments
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager

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TO: Michael C. Van Milligen, City Manager

FROM: Jennifer Larson, Chief Finance Officer

SUBJECT: Administrative Overhead Recharge

DATE: April 16, 2026

INTRODUCTION

The purpose of this memorandum is to provide requested information on the Administrative Overhead Recharge.

BACKGROUND

Administrative overhead recharges play a critical role in ensuring the City's budgeting, rate-setting, and financial reporting remain accurate, equitable, and aligned with Council-adopted fiscal policy. The practice reflects the City's long-standing guideline that those who utilize or directly benefit from a service should also help pay for it, as outlined in the FY27 Budget & Fiscal Policy Guidelines.

DISCUSSION

The City's fiscal policy establishes that Enterprise Funds—Water, Sewer, Stormwater, Refuse Collection, Parking, and others—are intended to be self-supporting through user fees.

Administrative departments such as Finance, Engineering, Legal, Planning, the City Manager's Office, City Clerk, and Communications provide essential support to these utilities. Recharging ensures enterprise Funds cover their fair share of administrative and overhead costs, the General Fund is not subsidizing utility operations through property taxes, cost-of-service principles are applied consistently across departments.

Accurate and complete accounting of all costs, including administrative support, is essential for establishing utility rates that reflect the true cost of service. Without recharging, rates would appear artificially low, enterprise Funds would understate operating costs, future rate increases might be larger when unaccounted costs surface, long-term utility planning and capital investment decisions could be distorted, and property taxpayers would be subsidizing enterprise funds.

Recharging is a widely accepted governmental accounting practice. External auditors expect administrative costs to be allocated reasonably and consistently. Transparent and well-documented overhead allocation supports the City's award-winning financial management practices, ensures compliance with accounting standards, and reduces audit risk associated with inconsistent or incomplete cost allocation.

The calculation of administrative overhead includes Engineering Admin and Project Management costs not assigned to capital projects are split evenly between Water, Sanitary Sewer, Stormwater, General Fund (25% cost share).

Finance and General Administrative Department’s net cost is split evenly among Water, Sanitary Sewer, Stormwater, Solid Waste Collection, General Fund (16.67% cost share). Parking and Landfill split a share (8.33% cost share). Administrative departments include Finance, Planning, City Clerk, Legal, City Manager’s Office, Communications, Human Resources, and GIS.

Utility Billing cost is split evenly among enterprise funds appearing on customer bills Water, Sanitary Sewer, Stormwater, Solid Waste Collection (25% cost share).

Administrative overhead recharges are essential for maintaining the integrity of the City's financial policies, ensuring fair cost distribution across all funds, supporting accurate rate-setting and long-term planning, preserving transparency for both Council and residents, and protecting the General Fund from unintended subsidies.

The policy framework, and its careful, phased implementation over time, ensures that each fund pays an appropriate share of the administrative services on which it relies.

As we plan for future years, we will carefully review these allocations to strive for maximum equity in the cost-sharing process. Any modifications should be implemented over several years, to avoid significant changes for any one entity.

Attachments

CITY OF DUBUQUE ADMINISTRATIVE OVERHEAD ANALYSIS--FY 2027

Percent Split if recharged to all funds	**16.67 %**	**16.67 %**	**16.67 %**	**16.67 %**	**3.22 %**	**8.33 %**	
Percent Implemented	**100.00 %**	**100.00 %**	**100.00 %**	**100.00 %**	**38.66 %**	**100.00 %**	

DISTRIBUTION OF ADMIN RECHARGE NET REVENUE		**GF**	**SEWER**	**STORM**	**WATER**	**REFUSE**	**Combined PARKING**	**LANDFILL**		
Department	**FY27 Budget**	**100**	**610**	**620**	**600**	**670**	**650**	**950**	**TOTAL**	**Ent %**
Engineering Admin	$364,696	$91,174	$91,174	$91,174	$91,174	$0	$0	$0	$364,696	75.00 %
Project Engineering	$868,548	$217,137	$217,137	$217,137	$217,137	$0	$0	$0	$868,548	75.00 %
Utility Billing	$1,111,260	$0	$259,968	$259,968	$259,968	$259,968	$71,388	$0	$1,111,260	100.00 %
Accounting	$2,626,606	$572,025	$437,768	$437,768	$437,768	$437,768	$84,625	$218,884	$2,626,606	78.22 %
City Manager's Office	$1,763,713	$384,105	$293,952	$293,952	$293,952	$293,952	$56,824	$146,976	$1,763,713	78.22 %
Sustainability	$404,163	$88,018	$67,361	$67,361	$67,361	$67,361	$13,021	$33,680	$404,163	78.22 %
GIS	$364,334	$109,708	$60,722	$60,722	$60,722	$60,722	$11,738	$0	$364,334	69.89 %
Communications	$456,128	$114,033	$76,021	$76,021	$76,021	$76,021	$0	$38,011	$456,128	75.00 %
Media Services	$267,580	$89,192	$44,597	$44,597	$44,597	$44,597	$0	$0	$267,580	66.67 %
Budget	$549,465	$119,661	$91,578	$91,578	$91,578	$91,578	$17,703	$45,789	$549,465	78.22 %
Human Resources	$1,791,130	$390,074	$298,522	$298,522	$298,522	$298,522	$57,707	$149,261	$1,791,130	78.22 %
Planning	$1,076,365	$324,110	$179,394	$179,394	$179,394	$179,394	$34,679	$0	$1,076,365	69.89 %
City Clerk's Office	$386,940	$84,268	$64,490	$64,490	$64,490	$64,490	$12,467	$32,245	$386,940	78.22 %
Legal	$1,182,622	$257,552	$197,104	$197,104	$197,104	$197,104	$38,102	$98,552	$1,182,622	78.22 %
FY 2027 Amount	**$13,213,550**	**$2,841,057**	**$2,379,788**	**$2,379,788**	**$2,379,788**	**$2,071,477**	**$398,254**	**$763,398**	**$13,213,550**	

BASIS FOR OVERHEAD FACTORS:

Utility Billing split over Water, Sewer,Storm, Refuse.Administrative Department split evenly between GF, Water, Sewer, Storm, Refuse, Parking/Landfill. Engineering Admin/Project Engineering split between General Fund, Saniatary Sewer, Storm, Water.

	Percent Self-Supporting			
Activity	**FY 2024 Actual**	**FY 2025 Actual**	**FY 2026 Adopted**	**FY 2027 Rec'd**
Adult Athletics	77.2%	84.3%	61.7%	51.1%
McAleece Concessions	114.5%	116.6%	115.3%	117.0%
Youth Sports	17.4%	16.8%	12.2%	19.2%
Therapeutic & After School	56.2%	12.8%	17.6%	24.8%
Recreation Classes	100.2%	64.6%	66.2%	36.6%
Swimming	41.6%	44.1%	40.0%	39.3%
Golf	107.9%	113.0%	94.5%	105.7%
Port of Dubuque Marina	75.5%	85.6%	81.2%	85.1%
Park Division	17.5%	13.3%	17.2%	14.6%
Library	1.2%	1.2%	1.1%	1.0%
Airport	106.7%	88.2%	97.6%	97.6%
Building Inspections	106.7%	120.7%	96.5%	99.3%
Planning Services	62.7%	70.7%	45.2%	71.7%
Health Food/Environmental Inspections	37.5%	48.8%	38.3%	40.0%
Animal Control	58.5%	57.8%	51.7%	48.5%
Housing - General Inspection	95.6%	143.7%	107.6%	90.5%
Federal Building Maintenance	62.2%	83.2%	86.2%	85.7%

N. ADMINISTRATIVE OVERHEAD RECHARGES

DISCUSSION

While the Enterprise Funds have contributed to administrative overhead, the majority has been provided by the General Fund. This is not reasonable and unduly impacts property taxes, which causes a subsidy to the Enterprise Funds. Prior to FY 2013, the administrative overhead was charged by computing the operating expense budget for each enterprise fund and dividing the result by the total City-wide operating expense budget which resulted in the following percentages of administrative overhead charged to each enterprise fund: Water 5.32%; Sanitary Sewer 4.84%; Stormwater 0.55%; Solid Waste 2.83%; Parking 1.71%; and Landfill 2.71%. The adopted Fiscal Year 2013 budget changed the administrative overhead to be more evenly split between the general fund and enterprise funds and is phased in over many years.

The Fiscal Year 2018 administrative overhead formula was recommended modified. The modification removed Neighborhood Development, Economic Development and Workforce Development from all recharges to utility funds. In addition, the Landfill calculation is modified to remove Geographic Information Systems and Planning Services. The Fiscal Year 2027 administrative overhead formula is recommended to be modified to include the Landfill in Communication Department recharges.

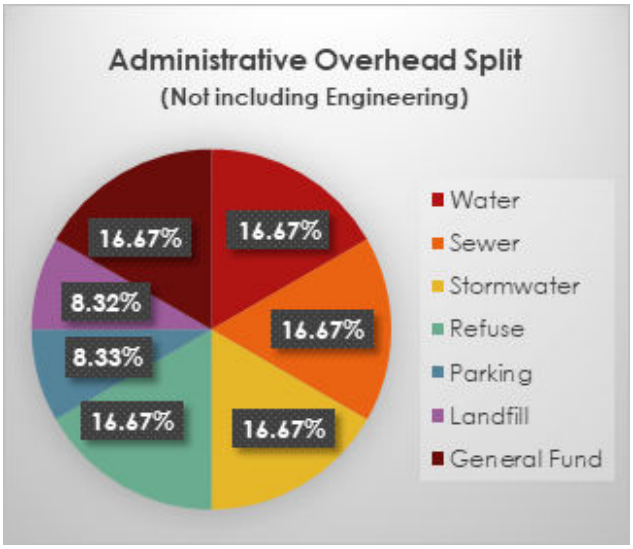
In Fiscal Year 2027, the general fund is recommended to support $2,841,058 in administrative overhead using the recharge method adopted in Fiscal Year 2013 and revised in Fiscal Year 2018.

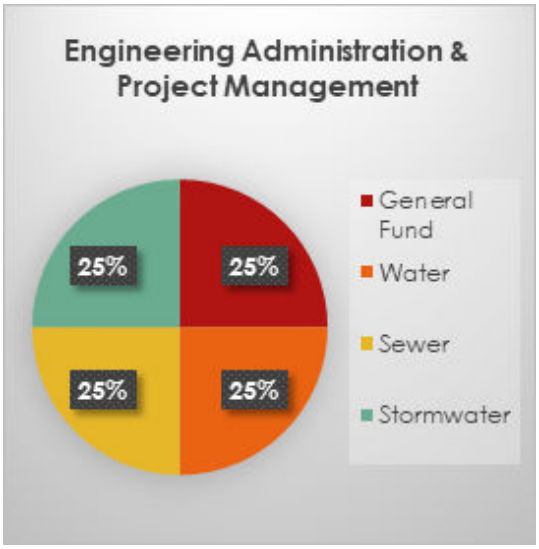
GUIDELINE

Beginning in FY 2013, additional overhead recharges to the utility funds is being phased in over several years. Engineering administrative and project management expenses that are not recharged to capital projects will be split evenly between the Water, Sewer, Stormwater and General Funds. Finance accounting expenses and all other administrative departments such as Planning, City Clerk, Legal Services and City Manager's Office will be split evenly between Water, Sewer, Stormwater, Refuse Collection and General Funds, with overhead costs being shared by the Landfill and Parking. This will be fully implemented over time.

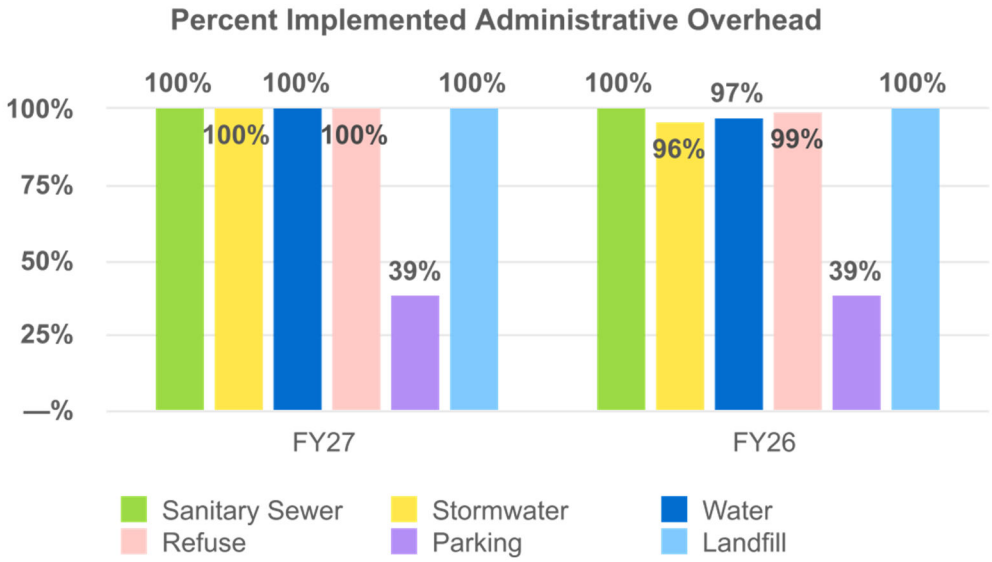
Beginning in Fiscal Year 2018, Neighborhood Development, Economic Development and Workforce Development expenses will not be recharged to utility funds. In addition, the Landfill will not be recharged GIS and Planning expenses. In Fiscal Year 2027, the Communications Department is also recharged to the Landfill.

When the overhead recharges are fully implemented, the split of the cost of administrative overhead excluding Engineering will be as follows:





The implementation percent of the administrative overhead recharges in Fiscal Year 2027 as compared to Fiscal Year 2026 is as follows:



O. OUTSIDE FUNDING

DISCUSSION

The purpose of this guideline is to establish the policy that the City should aggressively pursue outside funding to assist in financing its operating and capital budgets.

However, the long-term commitments required for such funding must be carefully evaluated before any agreements are made. Commitments to assume an ongoing increased level of service or level of funding once the outside funding ends must be minimized.

GUIDELINE

To minimize the property tax burden, the City of Dubuque will make every effort to obtain federal, state and private funding to assist in financing its operating and capital budgets. However, commitments to guarantee a level of service or level of funding after the outside funding ends shall be minimized. Also, any matching funds required for capital grants will be identified.

P. GENERAL FUND OPERATING RESERVE (WORKING BALANCE)

DISCUSSION

An operating reserve or working balance is an amount of cash, which must be carried into a fiscal year to pay operating costs until tax money, or other anticipated revenue comes in. Without a working balance, there would not be sufficient cash in the fund to meet its obligations and money would have to be borrowed. Working balances are not

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TO: Michael C. Van Milligen, City Manager

FROM: Matthew K. Kalcevich, Parks and Recreation Director

SUBJECT: Park Division Eagle Point Master Plan Information

DATE: **April 17, 2026**

INTRODUCTION

This memo is to provide information related to the proposed Parks and Recreation Department Eagle Point Park Master Plan and the hiring of a consultant for that work.

BACKGROUND

The Eagle Point Park Master Plan was discussed during the Park Division budget presentation. This memo is to provide information related to the proposed Eagle Point Park Master Plan, which is being presented as a recommendation of the Parks and Recreation Comprehensive Master Plan, which was approved and adopted by City Council on February 16, 2026.

DISCUSSION

The Eagle Point Park Master Plan was a major plan recommendation from the Dubuque Parks and Recreation Comprehensive Plan that was adopted on February 16, 2026. The Eagle Point Park Master Plan will serve as a comprehensive effort to revitalize and enhance the park's infrastructure, amenities, and overall user experience while preserving its unique regional value.

The plan will set the framework for decision-makers in the planning, maintenance and development of the park's recreation facilities, amenities, programs, trail connectivity, and open space for the next 10+ years. This project includes in-depth community engagement to build upon the existing parks systemwide plan feedback and ensure local voices shape the future of the park.

The planning process will involve concept development that balances accessibility, sustainability, and innovation. This framework will ensure the sustainability of the park, addressing not only up-front capital improvement costs, but also ongoing operational requirements that preserve the quality of the revitalized space. Special attention will be given to the creation of a comprehensive maintenance strategy to reduce future repair costs and extend the lifespan of park amenities.

The Eagle Point Park Master Plan will also incorporate strategies for phased implementation, balancing project goals with budget constraints and scheduling needs. This phased approach would prioritize immediate needs while guiding future capital improvement planning efforts for the park and similar community projects. The plan will serve as a blueprint for sustained revitalization, offering clear guidance for future investments, updates, and expansions.

CONCLUSION

The community has requested that Eagle Point Park see an increased focus on the care for and improvement of the park. This Eagle Point Park Master Plan is a tool designed to best strategize and spell out those short- and long-term recommendations. The approved and adopted Parks and Recreation Comprehensive Master Plan is serving as the new guide for the Parks and Recreation Department to make recommendations, of which this is one that was identified as such.

Prepared by Steve Fehsal, Park Division Manager

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TO: Michael C. Van Milligen, City Manager

FROM: Matthew K. Kalcevich, Parks and Recreation Director

SUBJECT: Park Division Additional Greenhouse Activity Information

DATE: **April 20, 2026**

INTRODUCTION

This memo is to provide additional information related to the Parks and Recreation Department Park Division Greenhouse Activity.

BACKGROUND

A memo was submitted to City Council on April 13, 2026, regarding the Park Division's Greenhouse Activity explaining operations and budget. The Parks and Recreation Department budget hearings were also presented during that meeting. Additional information was requested regarding the Greenhouse Activity.

DISCUSSION

The Greenhouse Activity consists of the entire Horticulture team. The team includes one (1 FTE) full-time Horticulturist; three (3 FTE) full-time Assistant Horticulturists; one (.58 FTE) shared Assistant Horticulturist with Public Works and four (4) Temporary Landscape Crew Member positions (2.42 FTE).

The Horticulture team takes care of all landscaped areas located on City property including roundabouts, highway corridors, high profile locations, parks and several other locations. There are more than thirty-eight (38) identified locations throughout the City that the Horticulture staff are responsible for. Appendix B, included with the memo provided on April 13, 2026, listed those details. Many of these areas include multiple landscaped beds. For example, the Highway 20 corridor from Locust Street to Devon Drive, which was recognized as an area of focus in the recently approved and adopted Parks and Recreation Master Plan, includes multiple large and small landscape beds, along the highway and exit/entrance ramps.

The Parks and Recreation Comprehensive Plan recommended an additional Assistant Horticulturist be added to the Park Division team to assist with the current workload and responsibilities assigned to the Greenhouse activity. This position was requested in the FY2027 budget process but is not recommended at this time.

The Park Division maintains and operates a greenhouse on the North end of the city near Eagle Point Park. Growing plants in this almost 100-year-old historic greenhouse, is only an aspect of the total service portion of the Horticulture team's responsibilities. If the more than 20,000 plants and over 100 hanging baskets grown annually by the Horticulture staff were not grown in the City's greenhouse and purchased from a commercial vendor, there is not a projected decrease to the number of staff or responsibilities assigned to those operations. Annual landscape areas would still need to be designed, plants would still need to be purchased and planted, as well as watered and maintained throughout the growing season. All the other responsibilities of the Horticulture team would also need to continue.

Purchasing plants from a commercial vendor would likely increase the budget in the Greenhouse Activity due to plants being more expensive to purchase from a commercial vendor versus growing the plants in the City's greenhouse. Information provided in the memo on April 13, 2026, stated that on average different varieties and sizes of annual plants grown in the City's greenhouse are estimated at $1 to $2 per plant fully grown. The same plant purchased from a commercial vendor would cost $4 to $7 each. Using these figures, it is an estimated $20,000-$40,000 to grow annual plants, which includes soil, utilities and labor in the City's greenhouse. It would be an estimated cost of around $80,000, if these same plants were purchased for $4/plant from a commercial vendor.

Below is a chart for a portion of the FY2027 requested budget for the Greenhouse Activity. It is important to recognize these budget numbers are not specific to just the greenhouse itself. The building also houses a two-bay shop, a three-bay shop, and the greenhouse potting/office area.

Greenhouse Building Maintenance (General Maintenance and Repairs)	$3,000.00
Greenhouse Electricity	$7,674.00
Greenhouse Natural Gas	$6,611.00
Telecommunications iPhone Data Plan	$540.00
Greenhouse Insurance Liability	$1,019.00
Greenhouse Tech Services (Data Plans for Time and Attendance iPads)	$990.00
Greenhouse Equip Maintenance (Mobile Radio Contract for vehicles)	$1,919.00
TOTAL	$21,753.00

Additionally, there is a FY2026 Project budgeted to replace all the polycarbonate panels on the greenhouse. There has been storm damage to some panels and many of the panels are brittle and yellowing reducing sunlight in the greenhouse. The reduced sunlight causes many issues in the greenhouse that can impact the plants, including growth, watering and additional staff time to ensure the plants stay healthy. This project

is under contract for $146,795.00 and is scheduled to be completed in June 2026. There are no additional projects recommended related to the greenhouse in the FY2027-2031 Capital Improvement Program budget.

The Horticulture team has continued to identify efficiencies and sustainable practices related to the Greenhouse Activity. Annual plants have been replaced with perennial plants in recent years in strategic locations. These practices have been implemented to meet City Council Goals and Priorities related to pollinators. Additionally, if perennials were planted in place of annuals in additional areas, the savings would be minimal. Staff would still have need to maintain those locations where there are plants whether perennial or annual. The FY25 expense for annual plants was only $25,000 of the total budget for the Greenhouse Activity.

Many residents have contacted the Parks and Recreation Department over the years inquiring about these kinds of plantings. A good example is from 2015 when staff positions were frozen in the Park Division and annual plants were not able to be planted due to a limited number of staff. A resident group along South Grandview Avenue formed and paid to have a number of empty annual beds planted with perennial plants. Since that time residents continue to inquire about when annual flowers will be back for the season.

In addition, Parks and Recreation is recommending that the Park Division Greenhouse Activity be retitled to the Horticulture Activity in the Finance Department's Tyler system. This title better aligns with the staffing, operation, and responsibilities for this team. With activities in the Parks Division already titled Storm Area Maintenance and Forestry, this renaming will help increase awareness about what this team's role is as we work to better define each section's function and share details about their work with the community.

ACTION REQUESTED

This memo is provided for informational purposes.

Prepared by Steve Fehsal, Park Division Manager

Commercial Vendor Pricing
Spring Annuals 2026

Plant Inventory								
Item	Veg or Flower	Container size	Plants per pot	Quantity	Plant to Finish	Target Date	Price	Total
Agastache Beelicious	Flow	6	1	72	13 wks	5/18/2026	$ 6.95	$ 500.40
Agastache Maestro Coral	Flow	6	1	102	13 wks	5/18/2026	$ 6.95	$ 708.90
Agastache Maestro Gold	Flow	6	1	102	13 wks	5/18/2026	$ 6.95	$ 708.90
Agastache Rosie Posie	Flow	6	1	72	13 wks	5/18/2026	$ 6.95	$ 500.40
Ageratum Monarch Magic	Flow	6	1	102	13 wks	5/18/2026	$ 5.50	$ 561.00
Alternathera Plum Dandy	Veg	6	1	102	13 wks	5/18/2026	$ 7.35	$ 749.70
Angelonia Angel Mist Pink	Flow	6	1	102	13 wks	5/18/2026	$ 6.95	$ 708.90
Angelonia AngelDance Fuschia Bicolor	Flow	6	1	102	13 wks	5/18/2026	$ 6.95	$ 708.90
Angelonia AngelDance Violet Bicolor	Flow	6	1	102	13 wks	5/18/2026	$ 6.95	$ 708.90
Angelonia Archangel Cherry Red	Flow	6	1	208	13 wks	5/18/2026	$ 6.95	$ 1,445.60
Angelonia Archangel Dark Purple	Flow	6	1	208	13 wks	5/18/2026	$ 6.95	$ 1,445.60
Angelonia Archangel Purple	Flow	6	1	208	13 wks	5/18/2026	$ 6.95	$ 1,445.60
Angelonia Gaurdian Angel Berry Sparkler	Flow	6	1	102	13 wks	5/18/2026	$ 6.95	$ 708.90
Angelonia Gaurdian Angel Blue	Flow	6	1	102	13 wks	5/18/2026	$ 6.95	$ 708.90
Begonia Dragon Wing Red Bronze	Flow	6	1	72	10 wks	5/18/2026	$ 6.50	$ 468.00
Begonia Pegasus	Veg	6	1	50	13 wks	5/18/2026	$ 7.95	$ 397.50
Begonia Santa Cruz	Flow	6	1	56	10 wks	5/18/2026	$ 7.65	$ 428.40
Calibrachoa Bumble bee Orange	Flow	6	2	102	10 wks	5/18/2026	$ 7.85	$ 800.70
Calibrachoa Cha Cha Fuschia	Flow	6	2	102	10 wks	5/18/2026	$ 7.85	$ 800.70
Calibrachoa Cha cha Lavender	Flow	6	2	102	10 wks	5/18/2026	$ 7.85	$ 800.70
Celosia Intenz Classic	Flow	6	1	50	10 wks	5/18/2026	$ 6.15	$ 307.50
Celosia Intenz Lipstick	Flow	6	1	50	10 wks	5/18/2026	$ 6.15	$ 307.50
Chrysocephalum Flambe Yellow	Flow	6	1	204	13 wks	5/18/2026	$ 7.35	$ 1,499.40
Cleome Senorita	Flow	4.5	1	104	14 wks	5/18/2026	$ 3.50	$ 364.00
Coleus Colorblaze El Brighto	Veg	6	1	102	10 wks	5/18/2026	$ 6.35	$ 647.70
Coleus Colorblaze Mini Me Chartruese	Veg	6	1	102	10 wks	5/18/2026	$ 6.35	$ 647.70
Coleus MiniMe Watermelon	Veg	6	1	102	13 wks	5/18/2026	$ 7.25	$ 739.50
Coleus Rediculous	Veg	6	1	102	13 wks	5/18/2026	$ 7.25	$ 739.50
Craspedia Golf Beauty	Flow	6	1	102	13 wks	5/18/2026	$ 7.35	$ 749.70

Cuphea Cherry Bells	Flow	6	1	102	13 wks	5/18/2026	$ 7.25	$ 739.50
Cuphea Sugar Bells	Flow	6	1	102	13 wks	5/18/2026	$ 7.25	$ 739.50
Cuphea Totally Tempted Frosted Violet	Flow	6	1	102	13 wks	5/18/2026	$ 7.25	$ 739.50
Cuphea Totally Tempted Watermelon	Flow	6	1	102	13 wks	5/18/2026	$ 7.25	$ 739.50
Cuphea Vermillionaire	Flow	6	1	102	13 wks	5/18/2026	$ 7.45	$ 759.90
Gazania Frost mix	Flow	4.5	1	1000	10 wks	5/18/2026	$ 2.95	$ 2,950.00
Gomphrena Truffla pink	Flow	4.5	1	52	14 wks	5/18/2026	$ 4.05	$ 210.60
Helianthius Yellow	Flow	6	1	50	13 wks	5/18/2026	$ 7.85	$ 392.50
Helianthus Saturn	Flow	6	1	50	13 wks	5/18/2026	$ 7.85	$ 392.50
Helichrysum Silver Yarn	Veg	6	1	102	13 wks	5/18/2026	$ 6.95	$ 708.90
Ipomoea Spotlight Red	Veg	6	1	102	13 wks	5/18/2026	$ 7.00	$ 714.00
Lantana Luscious Goldengate	Flow	6	1	28	13 wks	5/18/2026	$ 7.40	$ 207.20
Lantana Marmalade	Flow	6	1	28	13 wks	5/18/2026	$ 7.40	$ 207.20
Lantana Royal Cosmos	Flow	6	1	56	13 wks	5/18/2026	$ 7.40	$ 414.40
Lantana Tangelow	Flow	6	1	28	13 wks	5/18/2026	$ 7.40	$ 207.20
New Guinea Imp Deep Red	Flow	4.5	1	102	13 wks	5/18/2026	$ 3.10	$ 316.20
New Guinea Imp Rose	Flow	4.5	1	102	13 wks	5/18/2026	$ 3.10	$ 316.20
Pansy Spring Matrix	Flow	4.5	1	5000	13 wks	4/13/2026	$ 2.60	$ 13,000.00
Petchoa Blue Eyed Rose	Flow	6	1	100	10 wks	5/18/2026	$ 6.15	$ 615.00
Petunia Durabloom Hot Pink	Flow	6	2	102	10 wks	5/18/2026	$ 6.85	$ 698.70
Petunia Headiner Blue	Flow	6	2	204	10 wks	5/18/2026	$ 6.85	$ 1,397.40
Petunia Healiner Crimson	Flow	6	2	104	10 wks	5/18/2026	$ 6.85	$ 712.40
Petunia Sling Shot Cherry Tartwheel	Flow	6	2	102	10 wks	5/18/2026	$ 6.85	$ 698.70
Petunia Supertunia Tiara Blue	Flow	6	2	104	13 wks	5/18/2026	$ 7.95	$ 826.80
Saliva Mystical Blue	Flow	6	1	104	13 wks	5/18/2026	$ 7.65	$ 795.60
Saliva Mysty	Flow	6	1	208	13 wks	5/18/2026	$ 7.65	$ 1,591.20
Saliva Unplugged White	Flow	6	1	102	13 wks	5/18/2026	$ 7.65	$ 780.30
Salvia Blue Chill	Flow	6	1	104	13 wks	5/18/2026	$ 7.65	$ 795.60
Salvia Mystic Spires	FLow	6	1	208	13 wks	5/18/2026	$ 7.65	$ 1,591.20
Salvia Mystical White	Flow	6	1	104	13 wks	5/18/2026	$ 7.65	$ 795.60
Salvia Unplugged Red	Flow	6	1	102	13 wks	5/18/2026	$ 7.65	$ 780.30
Swiss Chard Bright Lights	Veg	4.5	1	1000	13 wks	4/13/2026	$ 2.60	$ 2,600.00
Verbena Lascar Purple White	Flow	6	2	204	10 wks	5/18/2026	$ 8.25	$ 1,683.00

Verbena Meteor Shower	Flow	6	1	52	14 wks	5/18/2026	$ 9.00	$ 468.00
Vinca Cascade Cherry	Flow	4.5	1	208	13 wks	5/18/2026	$ 3.15	$ 655.20
Vinca Mega Bloom Orchid Halo	Flow	4.5	1	1000	10 wks	5/18/2026	$ 2.85	$ 2,850.00
Vinca Titan-ium Blush	Flow	4.5	1	1000	10 wks	5/18/2026	$ 2.85	$ 2,850.00
Vinca Titan-ium Dark Red	Flow	4.5	1	1000	10 wks	5/18/2026	$ 2.85	$ 2,850.00
Vinca Titan-ium Mix	Flow	4.5	1	1000	10 wks	5/18/2026	$ 2.85	$ 2,850.00
Vinca Titan-ium Polka Dot	Flow	4.5	1	1000	10 wks	5/18/2026	$ 2.85	$ 2,850.00
								$ 76,798.90
			Total plants	*18410*				

Total does not include shipping
Estimated shipping: $2,000

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

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

TO: Michael C. Van Milligen, City Manager

FROM: Matthew K. Kalcevich, Parks and Recreation Director

SUBJECT: Park Division Greenhouse Activity Information

DATE: **April 10, 2026**

INTRODUCTION

This memo is to provide information related to the greenhouse activity within the City's Parks and Recreation Department Park Division.

BACKGROUND

The Greenhouse activity is a part of the Park Division. The requested budget for fiscal year 2027 is $655,444. A simple breakdown of this budget is provided in Appendix A.

DISCUSSION

The Greenhouse activity includes one (1 FTE) full-time Horticulturist; three (3 FTE) full-time Assistant Horticulturists; one(.58 FTE) shared Assistant Horticulturist with Public Works and four (4)Temporary Landscape Crew Member positions (2.42 FTE).

The staff assigned to this activity are responsible for City owned areas that include landscaping. A comprehensive list of these areas is provided in Appendix B. These landscaped areas can be areas that include annual plants, perennial plants, native plants or any combination of the three. These landscaped areas require regular maintenance including herbicide applications for weed control, replenishment of mulch, pruning, planting, watering, litter control, irrigation repair where necessary and monitoring for good plant health and other issues that may arise. Having knowledgeable and skilled staff allows them to be able to respond in a timely manner when complaints or issues arise.

The Greenhouse Activity has an ongoing cycle that typically starts in the winter months. During the winter months, staff are very busy preparing for the next season, whether it

be mulching landscaped areas as weather allows, preparing tools and equipment, or cleaning and sanitizing pots that are reused for the greenhouse. Staff also is responsible for snow removal duties as are all Park Division employees.

The growing of annual plants in the City's greenhouse is just one part of the entire scope of duties performed by Greenhouse Activity staff. Preparation for the greenhouse operation begins in the winter months with cleaning of pots, baskets and greenhouse benches for the upcoming season. Bags of specialty mixed potting soil are purchased in bulk and annual plants that have been ordered from wholesale vendors begin to arrive in February. Some of the annual plants are seeds and some of them are small plugs. They are potted and put in the greenhouse to begin their growth cycle. The Horticulturist is responsible for the watering and growing of these plants until they are planted in numerous locations throughout the City in May and June. Some plants are also distributed to other City Departments and partners like the Storybook Children's Zoo. The total number of annual plants grown and planted averages 20,000 plants per season. This does not include some plants that are fully grown and purchased from a commercial vendor. A comprehensive list of areas planted with annual plants is provided in Appendix C.

Annual plant seeds or plugs are purchased at wholesale pricing. This allows the Horticulturist to pick new and different varieties of plants and plan new landscape designs where annual plants will be planted each season for a reduced cost. On average different varieties and sizes of annual plants grown in the City's greenhouse are estimated at $1 to $2 per plant fully grown. The same plant purchased from a commercial vendor would cost $4 to $7 each. When purchasing plants from an outside vendor, shipping costs are typically included. There is not a local vendor that can supply the quantities needed for the annual flower planting program.

Typically, in the fall there are some plants that are removed and supplemented with Mums or other fall plants. Most of these plants are not grown in the greenhouse and are purchased from a commercial vendor that can supply the quantities needed. A breakdown of the FY2025 actual budget allocated for plants and landscaping maintenance is provided in Appendix D.

Hanging flower baskets are hung in the Port of Dubuque, Bee Branch Creek Greenway. And the Millwork District. The total number of hanging baskets is three hundred seventy-two (372). The Port of Dubuque and the Bee Branch Baskets are grown by a commercial vendor. The Millwork District baskets are planted and grown in the City's greenhouse. Each location has a different style of basket and has different numbers of plants in them. All of the hanging baskets are owned by the City. The Port of Dubuque and Bee Creek Greenway baskets are shipped to the vendor for planting and establishment. Once fully grown, the baskets are then shipped back and installed in their appropriate locations.

The Public Works Department assists with watering the hanging baskets in the Port of Dubuque. Greenhouse Activity staff water the hanging baskets in the Millwork District. The Bee Branch Creek Greenway hanging baskets are irrigated. All of these hanging baskets are monitored by the Greenhouse activity. The hanging baskets in the Port of

Dubuque and Bee Branch Creek Greenway are replaced in the fall providing new colors that accent the fall season. A cost breakdown of the hanging baskets is provided in Appendix E.

The Greenhouse Activity is a very important and integral part of the Park Division operation. The quantity and quality of service far exceed the budget. The knowledge and experience of an internal City team make taking care of all the assigned areas very streamlined and responsive to community members when needed. Safety is always a priority and at the forefront of operations. The staff take great pride and care of all the landscaped areas throughout the entire City and provide the community with a sense of pride and belonging. Visitors to the community always recognize the many landscaped areas, hanging baskets and beautiful displays of flowers throughout the City.

ACTION REQUESTED

This memo is provided for information purposes.

Prepared by Steve Fehsal, Park Division Manager

Appendix A

FY2027 Budget Request

Line Item Description	FY2027 Proposed Budget	Wages	Uniforms, Physicals, Professional Development	Building Maintenance, Utilities	Contracted Maintenance	Flowers, Mulch,Herbicides	Equipment-Non-Recurring
Greenhouse Full Time	$276,085.00	$276,085.00					
Greenhouse Temp/Seas	$85,669.00	$85,669.00					
Greenhouse Overtime	$3,361.00	$3,361.00					
Special Pay Sick Lv Payout 50%	$559.00	$559.00					
Greenhouse FICA Cty Con	$27,974.00	$27,974.00					
Greenhouse IPERS Cty Con	$34,521.00	$34,521.00					
Greenhouse Health Ins	$56,659.00	$56,659.00					
Greenhouse Life Ins	$204.00	$204.00					
Greenhouse Workers Comp	$5,056.00	$5,056.00					
Greenhouse Unemp Comp	$8,961.00	$8,961.00					
Greenhouse Uniform Allow	$750.00		$750.00				
Greenhouse Physicals	$582.00		$582.00				
Greenhouse Educ Reimb	$1,650.00		$1,650.00				
Greenhouse Uniform Purch	$2,400.00		$2,400.00				
Greenhouse Bldg Mnt	$3,000.00			$3,000.00			
Greenhouse Electricity	$7,674.00			$7,674.00			
Greenhouse Natural Gas	$6,611.00			$6,611.00			
Telecommunications	$540.00			$540.00			
Greenhouse Ins Liab	$1,019.00			$1,019.00			
Greenhouse Tech Svcs	$990.00			$990.00			
Greenhouse Equip Mnt	$1,919.00			$1,919.00			
Greenhouse Otr Cont Svc	$4,000.00				$4,000.00		
Greenhouse Landscaping	$64,860.00					$64,860.00	
GreenhouseTech Equipment	$400.00						$400- iPhone
Greenhouse Vehicles	$60,000.00						$60,000 -Vehicle
TOTAL	$655,444.00	$499,049.00	$5,382.00	$21,753.00	$4,000.00	$64,860.00	$60,400.00

Appendix B

Landscape Maintenance by Greenhouse Activity

Includes landscaped beds planted with perrenial or annual plants, raised planters, and hanging flower baskets

LANDSCAPED AREAS

City Hall
Main Street -multiple areas
Roundabout-Kerper BLvd
Roundabout-University Ave
Roundabout- Delhi
Locust Street Connector
All Veterans Memorial Plaza
897 Central Ave Park
Mathias Ham House
Port of Dubuque-multiple areas
Hwy 20 Corridor-multiple areas
Cathedral Square
Iowa Street islands
9th Street Islands
32nd Street Pavilion
Grandview Ave/Plymouth Court
AY McDonald Park
City Hall Annex
Sutton Pool
Flora Pool
Washington Park
12th Street area
Flat Iron Park
Comiskey Park
Millwork District-hanging baskets and planters
Five Flags Civic Center- 2 planters
Highway 20 West end sign
Kerper Blvd
Island @Cedar Cross & lake Ridge Rd
Federal Building
Miller Riverview Park
Chaplain Schmitt Island
Harvest View Park
Murphy Park
Eagle Point Park
Westbrook Park
Eagle Valley Park
Bee-Branch Creek Greenway

Appendix C

Areas Planted with Annual Flowers

Port of Dubuque

- 5th St
- 5th St & White St
- Bell St
- Bell St urns
- Grand River Center fountain
- Grand River Center pots (14)
- Grand River Center patio
- Riverwalk (11 locations)
- Marina (3 planters)
- William Black (2 planters)

Downtown

- Main St 5th- 9th (10 Planters)
- Grand Opera House Sign
- Five Flags-(3 planters)
- Federal Building (2 locations)
- City Hall
- City Hall Annex
- 6th Street steps (4 locations)
- 6th Street Alley (4 planters)

Parks

- Washington Park
  - Gazebo
  - Time capsule
- Murphy Park
- Miller Riverview Park
- Flat Iron Park
- Sister City International Park
- Eagle Point Park
  - Entrance sign
  - Tollbooth
  - Eagle
  - Pots @ stairs
  - Open Air Pavilion
  - Pots @ Indian Room
  - Veranda planter
  - Veranda pots
  - Bandshell planters
  - Planters around Bridge Complex
  - Riverfront Pavilion
  - Riverfront Restroom
  - Riverwalk(along bluff)
  - Log Cabin
  - Hanging Baskets
  - Planters in select locations(4)
  - Drop in pots (18+/-2)

Other Areas

- Millwork District planters (10)
- Chaplain Schmitt Island sign
- Chaplain Schmitt All Veterans Memorial (24 pots)
- Grandview Boulevard (11)
- Plymouth Court
- Sutton Pool
- Flora Pool
- Ham House

Hanging Baskets

- Millwork District Baskets - 100
- Bee Branch Baskets – 172
- Port of Dubuque Baskets – 100
  - Public Works waters

Annual Plants- other locations

- Bunker Hill Golf Course
- Public Works building (21-25 plants)
- Fire headquarters
- Fire Station #3-Central & 32nd
- Carnegie Stout Library
- Storybook Hill Children's Zoo

KEY

*Areas to be supplemented with fall designs in September

*Irrigated annual beds

*Plants not maintained by Greenhouse Activity

Appendix D

Greenhouse Landscaping Line Item Breakdown -FY2025 Actual Budget

Description	Cost
Spring 2025 Port of Dubuque Hanging Baskets	$10,395.00
Landscape Mulch (1084 Cubic Yards)	$22,680.00
Herbicides	$143.69
Beneficial Insects/Fungicides	$1,183.26
Potting Soil	$4,852.78
Annual seeds and plugs	$12,370.24
Fall Supplements-fully grown annuals	$7,570.30
Misc Supplies-Straw, tarps, handtools, etc.	$5,664.30
TOTAL	$64,859.57

Appendix E

Hanging Flower Baskets

Location	Quantity	Spring Cost	Fall Cost	Total Cost	Funding Source	Grower
Port of Dubuque Riverwalk	100	$10,395.00	$10,700.00	$21,095.00	50% General fund/ 50 % Public Works Fund	Commercial Vendor
Bee Branch Creek Greenway	172	$14,263.00	$14,343.00	$28,606.00	Stormwater	Commercial Vendor
Millwork District	100	$3,000.00	0	$3,000.00	Parks-General Fund	Park Division
Millwork District	100	$9,900.00	0	$9,900.00	Parks-General Fund	Commercial Vendor

Trish Gleason

From: Rob McDonald <RMcDonald@aymcdonald.com>
Sent: Sunday, April 19, 2026 6:14 PM
To: Brad Cavanagh; David T. Resnick; Tyson Leyendecker; Laura Roussell; Danny Sprank; Chris Staver; Katy Wethal
Cc: Adrienne Breitfelder; Trish Gleason
Subject: Questionable Administrative Overhead Recharges Allocations

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PLEASE UPLOAD THIS AS FORMAL PUBLIC INPUT TO 4/20/26 COUNCIL MEETING UNDER ACTION ITEM #8 - FY2027 CITY COUNCIL BUDGET QUESTIONS

Mayor and Council,

I am writing you today to share my perspective on the administrative overhead recharges (AOR) and why it is so important that you deal with this in the fiscal year 2027 budget.

I've been very vocal in budget meetings regarding the high percentage of expenses enterprise funds are supporting in various city departments such as human resources, city manager's office, city clerk's office, and the city attorney's office, among others. In most cases, the enterprise funds are supporting in excess of 70% of a department's budgeted expenses. Does this make sense to you as a Councilperson? By doing this, it is being inferred that these departments spend 70% of their time supporting the departments that make up the enterprise funds; water, sewer, storm water, refuse, parking, and landfill (who comprise less than 15% of all FTE (full time equivalent) employees in the city). We know this is simply not the case. There is no bit of common sense that would support one be believing that this level of support is actually happening. It is a one size fits all calculation, and isn't tied to any index be it FTE count, transactions processed, or time spent. In all cases, the AOR calculations should be reasonable and follow a consistent method that can be tracked to some metric of actual support. Currently, they are/do neither.

The danger in the current approach to AOR is that they are replacing the money that should be coming from the general fund to support these departments. This means that the enterprise funds are supporting millions of dollars in expenses that are not legitimate. In effect, this means the enterprise funds are acting as a pseudo property tax levy, which is not allowed under Iowa code.

The City of Dubuque has taken great pride for many years and has touted being the lowest property tax levy of the largest cities in Iowa. It appears the city is able to achieve this because they are very lopsided in the amounts that come from the enterprise funds to support departments that should be receiving a majority of their support from the general fund. This level of support by the enterprise funds has escalated each year, and the fee increases in these funds have escalated as well. All of this points to a situation that is reaching a boiling point, with no reasonable explanation whatsoever. The memo included in the April 20, 2026, council meeting agenda regarding Water and Sewer Historical Billed Consumption points to this same conclusion. It states, "Although overall revenue has grown in recent years, growth is due to prior rate adjustments, not increased water use. In other words, rates have kept

revenues stable, not consumption levels." Paraphrasing this memo, it is saying fees increase for the simple reason to keep revenue from falling. Despite revenue staying the same, the AOR increases every year. Why? Are enterprise fund fees being raised in lieu of a larger property tax levy? That is a central question this city council must answer.

What is the ultimate danger in this approach? The city may have their current allocation practice called into question and it appears since this issue has been raised, the city council feels compelled to take action. It has been discussed that this will happen in future fiscal years as the current budget has already been set. I caution going with this approach and instead recommend fixing the AOR allocation problem now, and offset changes in "revenue," created by very questionably high AOR allocations, with cuts. Unfortunately, this allocation issue was raised after council set the maximum levy rate, and as we all know, it cannot be raised once set; only lowered. With the current landscape at the state level and their desire to limit cities ability to raise property taxes, the city of Dubuque may have backed themselves into a corner by working to maintain "the lowest property tax levy of Iowa's largest cities." There may be additional state law ramifications in the future that limit the ability to rectify our current situation. This same warning has been repeated by the city manager at every budget meeting.

I would suggest diligence on this AOR issue now, as complacency towards it will only drive future pain for the city and residents. We have been on an unsustainable and highly questionable path for some time, and it is this council's fiduciary duty to recognize this serious financial irregularity and take appropriate action post haste.

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April 20, 2026

City of Dubuque
City Council

ACTION ITEMS # 9.

ITEM TITLE:	VIDEO: Tour of Dubuque County 911 Emergency Communications Center
SUMMARY:	Communication Staff will show a video of a tour of Dubuque County 911 Emergency Communications Center. The video can also be viewed on the CIty's YouTube channel at https://youtu.be/Ruv1TPHh-RI?si=-dxRLFeX9h42uE9z
SUGGUESTED DISPOSITION:	Receive and File; Video

ATTACHMENTS:
None

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April 20, 2026

City of Dubuque
City Council

CLOSED SESSION #

ITEM TITLE:

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

SUMMARY:

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

SUGGUESTED DISPOSITION:

ATTACHMENTS:
None