**CITY OF DUBUQUE, IOWA**
**CITY COUNCIL MEETING**
**Historic Federal Building: 350 W. 6th Street - Second-Floor Council Chambers.**
**August 3, 2026 at 6:30 PM**

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

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## ROLL CALL ORDER FOR MEETING

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

## WORK SESSION

**5:15 PM - Iowa Senate File 2472 and Impacts on the City of Dubuque**
Chief Financial Officer Jennifer Larson will make a presentation on Iowa Senate File 2472 and Impacts on the City of Dubuque.

**6:00 PM - Imagine Dubuque Update**
Planning Services Director Wally Wernimont and Project Manager Jason Duba will present on Imagine Dubuque Implementation.

## REGULAR SESSION

## 6:30 PM

## PLEDGE OF ALLEGIANCE

## CONSENT ITEMS

1. **Minutes and Reports Submitted**
   City Council Proceedings of July 20, 2026; Historic Preservation Commission of June 18, 2026; Zoning Board of Adjustment of June 25, 2026.
   **Suggested Disposition: Receive and File**

2. **Notice of Claims and Suits**
   Lora David for vehicle damage; Sheri Henschel for property damage; Kay Konrady for vehicle damage; Patti Richey for vehicle damage.
   **Suggested Disposition: Receive and File; Refer to City Attorney**

3. **Disposition of Claims**
   City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Rick Ackley for property damage; Lora David for vehicle damage; Sheri Henschel for property damage; Kay Konrardy for vehicle damage; Patti Richey for property damage; Terry Willenborg for property damage.
   **Suggested Disposition: Receive and File; Concur**

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

5. **Eagle Point Water Treatment Plant Boiler Replacement Project - Consulting Engineering Design Services Contract Award Recommendation**
   City Manager recommending City Council approval of Strand Associates, Inc. of Madison, Wisconsin for design of the Eagle Point WTP Boiler Replacement Project (CIP Nos. 4281000054 and 4281000057) following a review of submitted qualifications as a part of a request for qualifications (RFQ) process and to request authorization from City Council to enter into contract negotiations to provide professional design services for the project.
   **Suggested Disposition: Receive and File; Approve**

6. **Kohl's Department Stores #985 2025 and 2026 Property Tax Appeal Stipulation of Settlement Notice**
   Senior Counsel transmitting notice of a Stipulation of Settlement for a 2025 and 2026 property tax appeal filed by Kohl's Department Stores for their property located at 2995 NW Arterial, Parcel No. 1017426003.
   **Suggested Disposition: Receive and File**

7. **Garbage Collection Assessments**

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

8. **Approval of 2025 City Council Proceedings**
City Clerk recommending approval of the completed and indexed 2025 City Council Official Proceedings for calendar year 2025.
**Suggested Disposition: Receive and File; Approve**

9. **Approval of Plat of Survey (Vacation) of a portion of the Main Street and West 7th Street Right of Way to be known as Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa For Vacating Petition - Northeast Iowa Community College (NICC) Building Entrance Improvements Project**
City Manager recommending City Council adopt a resolution approving the Plat of Survey (Vacation) of Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa, as part of the Northeast Iowa Community College's construction of its proposed building entrance site improvements at 700 Main Street in Dubuque, Iowa.
**RESOLUTION** Approving The Plat Of Survey For Proposed Vacated Street Right Of Way In Part Of City Lot 25A, In The City Of Dubuque, Iowa
**Suggested Disposition: Receive and File; Adopt Resolution(s)**

10. **Signed Contracts**
Clockwork Partners to provide and service viewing towers at Eagle Point Park; East Central Intergovernmental Association for the EPA FY26 Brownfield Assessment Grant; Eastern Iowa Excavating & Concrete, LLC for the 9th St. Brick Removal and Pave; Eastern Iowa Excavating & Concrete, LLC for the Greyhound Park Water Main Looping Project; EMS Industrial, Inc – Energetics & Badger Electric Motor for Port Ramp Compressor Repairs; F & W Service Company for Inspections on Mechanic Shop Lift; Geograph for Crescent Link Tier 1 Annual Enterprise Site Subscription; HDR Engineering, Inc. for Task Order Nine for the EW Corridor BUILD Grant Support; Kruser Septic Service for WRRC Primary Clarifier Cleaning; Lange Sign Group for the Five Flags Digital Sign Replacement; Leslein Trucking for Lime Residuals (Lime Sludge) Removal, Hauling, Transportation, Storage and Disposal Services 2026; Oak View Group for August 12, 2026 Event; Site Access Agreement with Holy Family Catholic Schools; TSYS Merchant Solutions, LLC for Amended Rates.
**Suggested Disposition: Receive and File**

11. **Public Improvement Contracts with Performance, Payment, and Maintenance Bonds**

Eastern Iowa Directional Drillers, LLC for the Southwest Arterial/US 52 ITS Corridor Project; JQ Construction, LLC for the Lead Service Line Replacement – Phase 2 Project.
**Suggested Disposition: Receive and File; Approve**

12. **Recommendation for net increase in Human Resources Department of 1.0 FTE for the addition of the Workforce and Compensation Analyst position**
City Manager recommending the creation of a Workforce & Compensation Analyst position as part of a Human Resources Department restructuring.
**Suggested Disposition: Receive and File; Approve**

## ITEMS SET FOR PUBLIC HEARING

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

1. **JFK Water Tower Interior Piping and Expansion Joint Replacement Project - Set a Public Hearing and Initiate Public Bidding**
City Manager recommending City Council adopt the resolution granting preliminary approval of the plans, specifications, form of contract, and estimated cost of $60,000 for the JFK Water Tower Interior Piping and Expansion Joint Replacement Project, set the public hearing date of August 17, 2026, and hereby authorize the Water Department to advertise the project for public bidding.
**RESOLUTION** JFK Tower Interior Piping And Expansion Joint Replacement Project: Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids
**Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for August 17, 2026**

2. **Setting a Public Hearing - Petition for Vacation and Disposal of a portion of the Main Street and West 7th Street Right of Way to be known as Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa**
City Manager recommending City Council adopt a resolution to set a public hearing for August 17th, 2026, for the vacation and disposal of city interest in the right of way property described Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa as part of the Northeast Iowa Community College's construction of its proposed building entrance site improvements at 700 Main Street in Dubuque, Iowa.
**RESOLUTION** Of Intent For The Vacation And Disposal Of A Portion Of City Lot 25A, In The City Of Dubuque, Iowa, Being A Part The West 7th Street And Main Street Right Of Way, To Be Known As Lot 25B, Of Block 11, Dubuque Downtown Plaza, In The City Of Dubuque, Iowa
**Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for August 17, 2026**

3. **Greeley Street Utility Reconstruction Project - Initiate Public Bidding Process**

**and Setting Date for a Public Hearing**

City Manager recommending City Council authorize the public bidding process and set a public hearing for August 17, 2026, and to preliminarily approve the plans, specifications, form of contract and estimated cost of $484,842.00 for the Greeley Street Utility Reconstruction Project through the adoption of the attached resolution.

**RESOLUTION** Greeley Street Utility 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 August 17, 2026**

4. **Resolution Setting a Public Hearing To Consider the Amended and Restated Lease Agreement By and Between the City Of Dubuque and RG HOSPITALITY, LLC for the Grand Harbor Hotel**

City Manager recommending City Council adopt the attached resolution setting a public hearing for August 17, 2026, on a proposed Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and RG HOSPITALITY, LLC.

**RESOLUTION** Setting A Public Hearing To Consider The Amended And Restated Lease Agreement By And Between The City Of Dubuque And RG Hospitality, LLC For Real Property In The City Of Dubuque, Iowa

**Suggested Disposition: Receive and File; Adopt Resolution(s), Set Public Hearing for August 17, 2026**

## BOARDS/COMMISSIONS

1. **Boards and Commission Application Review**

Applicants are invited to address the City Council regarding their desire to serve on the following Boards/Commissions. Applicant appointments will be made at the next City Council meeting.

**Community Development Advisory Commission**

One, 3-Year term through February 15, 2028 (Vacant Low/Moderate Income Rep. term of Jeter)

One, 3-Year term through February 15, 2029 (Vacant At-Large term of Monzena)

Applicants:

Rakitta Fischer, 2409 Jackson St. (Qualifies for At-Large term and Low/Moderate Income Rep. term)

Paul Uzel, 61 North Algona St. (Qualifies for At-Large term)

**Transit Advisory Commission**

Three, 3-Year terms through July 30, 2029 (Expiring terms of Brown, Orwoll, and Serna)

Applicants:

Marilyn Cole, 1321 Tomahawk Dr.
Greg Orwoll, 2635 West 32nd St.
Dora Serna, 2160 Marion 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. **Communications Facility License Agreement: NCWPCS MPL 29 - Year Sites Tower Holdings LLC (Louis Murphy Park Cell Tower)**
   Proof of publication on notice of public hearing to consider City Council adopt a resolution approving the Communications Facility License Agreement with NCWPCS MPL 29 –Year Sites Tower Holdings LLC, and City Manager recommending approval.
   **RESOLUTION** Approving The Communications Facility License Agreement By And Between The City Of Dubuque And NCWPCS MPL 29 – Year Sites Tower Holdings LLC For Real Property Located In The City Of Dubuque, Iowa
   **Suggested Disposition: Receive and File; Adopt Resolution(s)**

2. **Dubuque Fire Headquarters Bunkroom Remodel Project**
   Proof of publication on notice of public hearing to consider City Council approve the plans, specifications, form of contract and estimated construction cost of $532,440.00, for the Dubuque Fire Headquarters Bunkroom Remodel Project through adoption of the attached resolution, and City Manager recommending approval.
   **RESOLUTION** Dubuque Fire Headquarters Bunkroom Remodel Project Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost
   **Suggested Disposition: Receive and File; Adopt Resolution(s)**

3. **Public Hearing for the Issuance of Not to Exceed $2,542,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) – Terminal Street Pumping Station Rehabilitation Project**
   Proof of publication on notice of public hearing to consider City Council approve the issuance of not to exceed $2,542,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Terminal Street Pumping Station Rehabilitation Project, and City Manager recommending approval.
   **RESOLUTION** Taking additional action on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement
   **Suggested Disposition: Receive and File; Adopt Resolution(s)**

4. **Public Hearing for the Issuance of Not to Exceed $2,663,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) – Water & Resource Recovery Center Industrial Controls Project**
   Proof of publication on notice of public hearing to consider City Council approve the issuance of not to exceed $2,663,000 Sewer Revenue Capital Loan Notes (State

Revolving Loan Fund Program) – Water & Resource Recovery Center Industrial Controls Project, and City Manager recommending approval.
**RESOLUTION** Taking additional action on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement
**Suggested Disposition: Receive and File; Adopt Resolution(s)**

## PUBLIC INPUT

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

## ACTION ITEMS

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

1. **FY27 Dubuque Regional Humane Society Contracted Services Agreement and Negotiations**
   City Manager recommending City Council approve a five-year contracted services agreement between the City of Dubuque and the Dubuque Regional Humane Society effective July 1, 2026-June 30, 2031, and authorize the Mayor to sign the agreement.
   **Suggested Disposition: Receive and File; Approve**

2. **Nevada St. One-Way Pilot Conversion between Forest Ln. and W. 5th St. adjacent to Lincoln Elementary School**
   City Manager recommending that the temporary southbound one-way operation during pick-up and drop-off on Nevada Street between Forest Lane and W. 5th Street be converted to a permanent traffic control measure.
   **ORDINANCE** Amending City Of Dubuque Code Of Ordinances Title 9 Motor Vehicles And Traffic, Chapter 7 Operation, Section 321.305 One-Way Streets
   **Suggested Disposition: Receive and File; Motion B; Motion A**

3. **Downtown Master Plan Update Request for Proposals**
   City Manager recommending City Council approve the Downtown Master Plan Update Request for Proposals approved by the Long-Range Planning Advisory Commission at its July 15, 2026 meeting in accordance with Section 15-2-13 of the City Code.
   **RESOLUTION** Authorizing The Release And Posting Of The Request For Proposals For The Downtown Master Plan Update, City Of Dubuque, Iowa
   **Suggested Disposition: Receive and File; Adopt Resolution(s)**

4. **Opportunity Zone 2.0 Application Submission**

City Manager recommending City Council approval for submission of an application for Opportunity Zone 2.0 designation through the Opportunity Iowa program, administered by the Iowa Economic Development Authority (IEDA).
**Suggested Disposition: Receive and File; Approve**

5. **Work Session Request: Data Center Information & Community Input Report**
City Manager recommending City Council schedule a work session on the topic "Data Center Information & Community Input Report" on Monday, August 17 at 5:15 pm.
**Suggested Disposition: Receive and File; Council**

6. **Work Session Request: Parks and Recreation Aquatic Facility Study**
City Manager recommending City Council schedule a work session to be held on Monday, September 21, 2026, at 5:30 p.m. to provide an update and overview of the Aquatic Facility Study.
**Suggested Disposition: Receive and File; Council**

7. **Auburn Street and Custer Street Infrastructure Reconstruction Project Video**
City staff will show a video of the Auburn and Custer Street Reconstruction Project, which is upgrading century-old infrastructure and modernizing water, sanitary sewer, and stormwater systems. The video can be seen on the City's YouTube channel at https://youtu.be/9_YkqSjs_Ec?si=YqbTNv_oaEB98_UY
**Suggested Disposition: Receive and File; Video**

8. **Public Works Sewer Maintenance Crew Video**
City staff will show a video of the Public Works Department's sewer crew. This video can be seen on the City's YouTube channel at: https://youtu.be/OHVlw0-xSaQ?si=gUld3cZg1N0v9T3k
**Suggested Disposition: Receive and File; Video**

9. **Dubuque Welcomes RAGBRAI Video**
City staff will show a video highlighting the 2026 edition of the Register's Annual Great Bike Ride Across Iowa (RAGBRAI), which ended in Dubuque on Saturday, July 25. This video can also be viewed on the City's YouTube at https://youtu.be/OH2_Y_2e85w
**Suggested Disposition: Receive and File; Video**

## COUNCIL MEMBER REPORTS

## CLOSED SESSION

**Purchase or Sale of Real Estate – Chapter 21.5(1)(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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August 3, 2026

**City of Dubuque**
**City Council**

**WORK SESSION #**

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**ITEM TITLE:** 5:15 PM - Iowa Senate File 2472 and Impacts on the City of Dubuque

**SUMMARY:** Chief Financial Officer Jennifer Larson will make a presentation on Iowa Senate File 2472 and Impacts on the City of Dubuque.

**SUGGUESTED DISPOSITION:**

**ATTACHMENTS:**

1. Work Session Iowa Senate File 2472 and Impacts on the City of Dubuque_ MVM Memo_2026_07_28
2. Work Session Iowa Senate File 2472_ Staff Memo_2026_07_28
3. IA SF2472 Work Session Presenation

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**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Work Session – Iowa Senate File 2472 and Impacts on the City of Dubuque

**DATE:** July 28, 2026

Chief Financial Officer Jennifer Larson will make a presentation to the City Council for the work session on Monday, August 3, 2026, at 5:15 p.m. The presentation will focus on Iowa Senate File 2472 and Impacts on the City of Dubuque.

Michael C. Van Milligen

MCVM/jml
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer

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**TO:** Michael C. Van Milligen, City Manager

**FROM:** Jennifer Larson, Chief Financial Officer

**SUBJECT:** Work Session – Iowa Senate File 2472 and Impacts on the City of Dubuque

**DATE:** July 28, 2026

## INTRODUCTION
The purpose of this memo is to submit to a presentation on Iowa Senate File 2472 and Impacts on the City of Dubuque for the City Council work session on Monday, August 3, 2026, at 5:15 p.m.

## DISCUSSION
This work session provides an overview of Senate File 2472 and the major financial and policy implications for the City of Dubuque. The legislation makes significant changes to Iowa's property tax system and to the financial rules governing cities. It affects General Fund property tax revenue, state replacement payments, homestead taxation, General Fund reserves, debt financing, and Tax Increment Financing. Several provisions are already effective. Many of the most significant budget impacts begin in Fiscal Year 2028.

The purpose is not to cover every technical provision of the legislation. It is to provide City Council with an understanding of what changed, what it may mean for Dubuque, and what questions remain as we prepare for implementation.

## ACTION REQUESTED
I respectfully request that the City Council receives and files the presentation on Iowa Senate File 2472 and Impacts on the City of Dubuque for the work session on Monday, August 3, 2026 at 5:15.

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# Iowa Senate File 2472 Financial and Policy Impacts

**August 3, 2026**

1

# SF2472 Changes the City's Financial Framework

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- Property taxes – New limits on General Fund
- State funding – State replacement payments eliminated
- General Fund reserve – New restrictions
- Debt financing – New limits on using debt for operations
- Tax Increment Financing- TIF duration and revenues

# General Fund Property Tax Revenue

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**FY 2028 General Fund property tax revenue new limitations.**

- **FY2028-FY2030 – Maximum General Fund levy rate calculated using:**
- **102% of prior year's actual property tax dollars divided by taxable valuation excluding qualifying new valuation**

**FY 2031 and after limited to the lesser of:**

- **102% of prior-year property tax revenue + qualifying new valuation**
- **OR Revenue generated by the statutory $8.10 levy rate**

# What the 2% Limitation Means

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**Property value growth does not necessarily equal City revenue growth.**

- **If taxable valuation grows faster than allowable General Fund revenue**
  - **Levy rate may decline**
- **This creates a greater separation between growth in the tax base and growth in revenue available to provide services**

# State Replacement Revenue Ends

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**Business property tax replacement**

- **Commercial and industrial 90% and first tier rollbacks**
- **FY2027 Final year of payment**
- **$646,440 Revenue Loss**

**Homestead Credit**

- **FY2028: 66.6% of FY2027 payment**
- **FY2029: 30.3%**
- **FY2030 and after: $0**

# Homestead Exemption Impact

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## Estimated Local Impact

- Approximately 12,168 homestead properties in Dubuque.
- Approximately $222.9 million estimated reduction in taxable assessed value.
- Estimated gross reduction in potential City property tax revenue of approximately $2.24 million using the FY2027 City tax rate.
- State replacement payments phase out by FY2030.

# General Fund Reserve Limit

Estimated Local Impact

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**Beginning in Fiscal Year 2028:**

- **Unassigned General Fund reserves limited to 35% of current-year budgeted General Fund expenditures.**

**Bond Rating Exception – does not apply to a government maintaining the highest qualifying bond rating**

**Obligated funds – funds designated for qualifying planned obligations are excluded from the 35% calculation**

# Debt Financing Rules Have Changed

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**Effective July 1, 2026:**

- **Cities may not issue property-tax-supported debt for normal operating expenses.**

**Examples include:**

- **Salaries**
- **Employee benefits**
- **General governmental services**

**Capital expenditures remain excluded from the definition of general operations.**

# Tax Increment Financing Is Changing

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**New TIF Ordinances – Adopted on or after 5/18/2026 have a maximum of 23-year revenue collection period**

**Existing TIF Ordinances with no statutory expiration will be limited to 60% of available increment and 40% distributed to affected taxing entities beginning in FY2047**

# Future TIF Revenue Changes

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**School Foundation Levy**

- **TIF ordinances adopted on or after 1/1/2027, school foundation levy cannot be captured by TIF.**
- **Begins with taxes due and payable in FY2029**
- **School district may voluntarily contribute foundation levy revenue following approval by school board**
- **FY2027 school foundation levy is $5.40**

# Provisions Interact

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**SF2472 is not a series of independent changes**

**City will be managing:**

- **Property tax revenue limitations**
- **Eliminated State replacement revenue**
- **Lower taxable value from homestead exemptions**
- **Reserve requirements**
- **Changes to debt**
- **Changes to TIF**

# Unanswered Questions

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**Questions remain regarding:**

- **Is the Trust and Agency Levy excluded from 2% cap?**
- **What constitutes prior-year actual property tax dollars?**
- **Can unused levy authority be carried forward?**
- **How will the 35% General Fund Reserve calculation be measured?**
- **What expenditures qualify for obligated funds?**
- **Which bond ratings qualify for the exemption?**
- **How will the 23-year period and 60% limitation be calculated?**
- **How will existing development agreements be treated?**

# Implementation Timeline

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| Effective Period | Major Change |
|---|---|
| July 1, 2026 | Debt restriction for general governmental operations effective |
| Assessment Year 2026 | New homestead exemption begins |
| FY2027 | Final year of business property tax replacement payments |
| January 1, 2027 | School foundation levy excluded from new TIF ordinances |
| FY2028 | General Fund 2% revenue limitation begins |
| FY2028 | 35% unassigned General Fund reserve limitation begins |
| FY2028 | Business property tax replacement payment ends |
| FY2028–FY2030 | Homestead replacement payments phase out |
| FY2029 | Financial impact of school foundation levy TIF exclusion begins |

# What This Means for Future Decisions

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- Revenue growth may be more constrained relative to expenditure growth
- Revenue assumptions need to reflect new statutory limits
- City will need to align reserve planning with new requirements
- Capital planning & debt financing strategies will require additional review
- TIF projections and development agreements need to reflect new rules

# Implementation Approach

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- Continue working with State agencies, legal counsel, auditors, and municipal finance professionals to clarify implementation
- Refine Dubuque-specific financial projections
- Incorporate legislation into budget, reserves, capital planning, debt managements, & economic development strategies
- Update City Manager as State issues implementation guide

# Key Takeaway

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**Primary issues are:**

- **Slower growth in General Fund property tax revenue**
- **Loss and phaseout of State replacement revenues**
- **Approximately $222.0 million lost in taxable value affected by new homestead exemption**
- **New General Fund reserve requirements**
- **New debt financing restrictions**
- **Significant changes to TIF**
- **Important implementation questions still awaiting State guidance**
- **Full financial impact will develop over several years**

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Office (563) 589-4398
Fax (563) 690-6689
TTY (563) 690-6678
finance@cityofdubuque.org
www.cityofdubuque.org

# Jennifer Larson, Chief Financial Officer

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August 3, 2026

**City of Dubuque**
**City Council**

**WORK SESSION #**

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**ITEM TITLE:** 6:00 PM - Imagine Dubuque Update

**SUMMARY:** Planning Services Director Wally Wernimont and Project Manager Jason Duba will present on Imagine Dubuque Implementation.

**SUGGUESTED DISPOSITION:**

**ATTACHMENTS:**

1. MVM Memo Work Session on Imagine Dubuque Implementation
2. Staff Memo
3. Presentation 2026-08-03
4. Collective Impact Model Infographic
5. Imagine Dubuque - Council Update 2026-07-28

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**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Work Session on Imagine Dubuque: Implementation

**DATE:** July 28, 2026

Planning Services Director Wally Wernimont is sharing information for the 6:00 p.m. August 3, 2026, Work Session on Imagine Dubuque: Implementation.

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Wally Wernimont, Planning Services Director
Jason Duba, Assistant Planner

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:** Wally Wernimont, Planning Services Director

**SUBJECT:** Work Session on Imagine Dubuque: Implementation

**DATE:** July 28, 2026

## INTRODUCTION

This memo transmits a packet of information for the upcoming August 3, 2026 City Council Work Session on Imagine Dubuque Implementation. The work session is to update the City Council on the implementation of the plan and to review the plan prior to going into goal setting. In addition to myself, Project Manager Jason Duba will be presenting before the City Council.

## BACKGROUND

*Imagine Dubuque 2037: A Call to Action* is the City's 2017 Comprehensive Plan. The comprehensive plan serves as a guide for the community's physical, social, and economic development. Comprehensive plans are policy guides. Unlike zoning or city codes, they are not regulatory in purpose or application.

Information in the Imagine Dubuque Comprehensive Plan is used in many facets of city life. Of greatest note is its role in informing City Council goal setting, annual budget priorities, and land use decisions.

Engaging the community in a conversation about the future of Dubuque was at the core of the Imagine Dubuque process. We inclusively engaged 6,000 people, generating 12,500+ ideas. Ideas were narrowed into themes in 7 plan categories to create 110 community recommendations.

The 7 plan categories are: Economic Prosperity, Sustainable Environment, Social & Cultural Vibrancy, Healthy Neighborhoods & Housing, Community Facilities, Transportation & Mobility, and Land Use.

## DISCUSSION

The vision of making Dubuque a more viable and livable community requires the entire community working together towards common goals. Enclosed is the dashboard showing the status of each of the 110 recommendations, as assigned and described by the Coordinators. Coordinators are the assigned subject experts who track progress

and challenges, while identifying metrics and stories that can help inform the community of the status of their plan.

This progress is displayed on the City of Dubuque website at cityofdubuque.org/imaginedubuque.

Staff is currently working with Connectors and Coordinators to identify Champions of the plan. Champions can be people, organizations, events, projects, programs and initiatives.

The attached Organizational Chart further defines the roles and structure of the Imagine Dubuque Implementation model. Staff will utilize the Work Session as an opportunity to re-familiarize Council Members with the plan in light of the role it plays in the upcoming City Council goal setting.

Staff will also present the Imagine Dubuque Website that has been updated to provide tracking progress on implementation of the plan.

**REQUESTED ACTION**
This information is being provided as an update; no further action is required at this time.

Enclosures:
- Recommendations Status tracked in AchieveIt
- Organizational Chart: Roles & Responsibilities

cc: Jason Duba, Assistant Planner

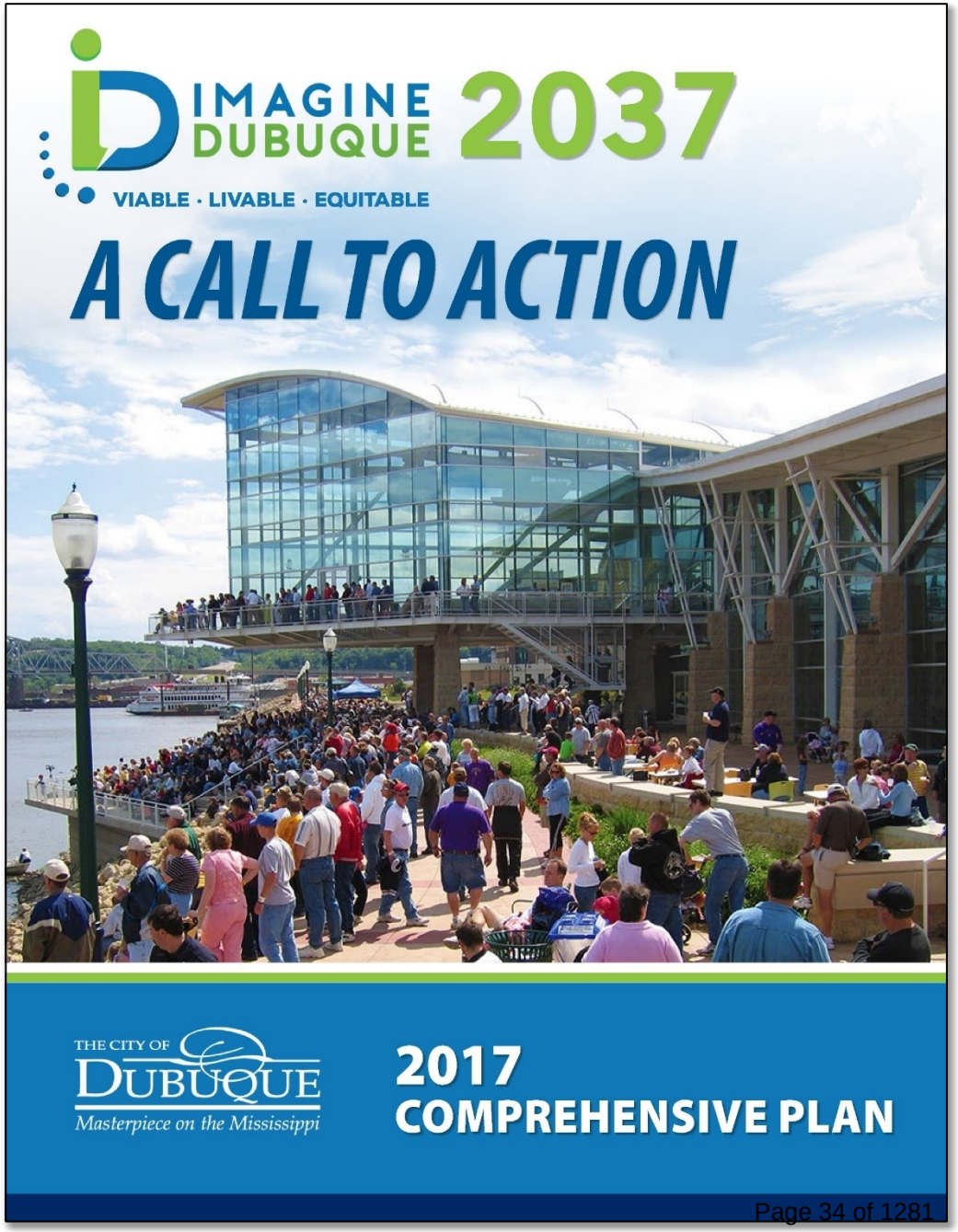
IMAGINE DUBUQUE

2037: A CALL TO ACTION

# Annual Update

## City Council Work Session

**August 3, 2026**

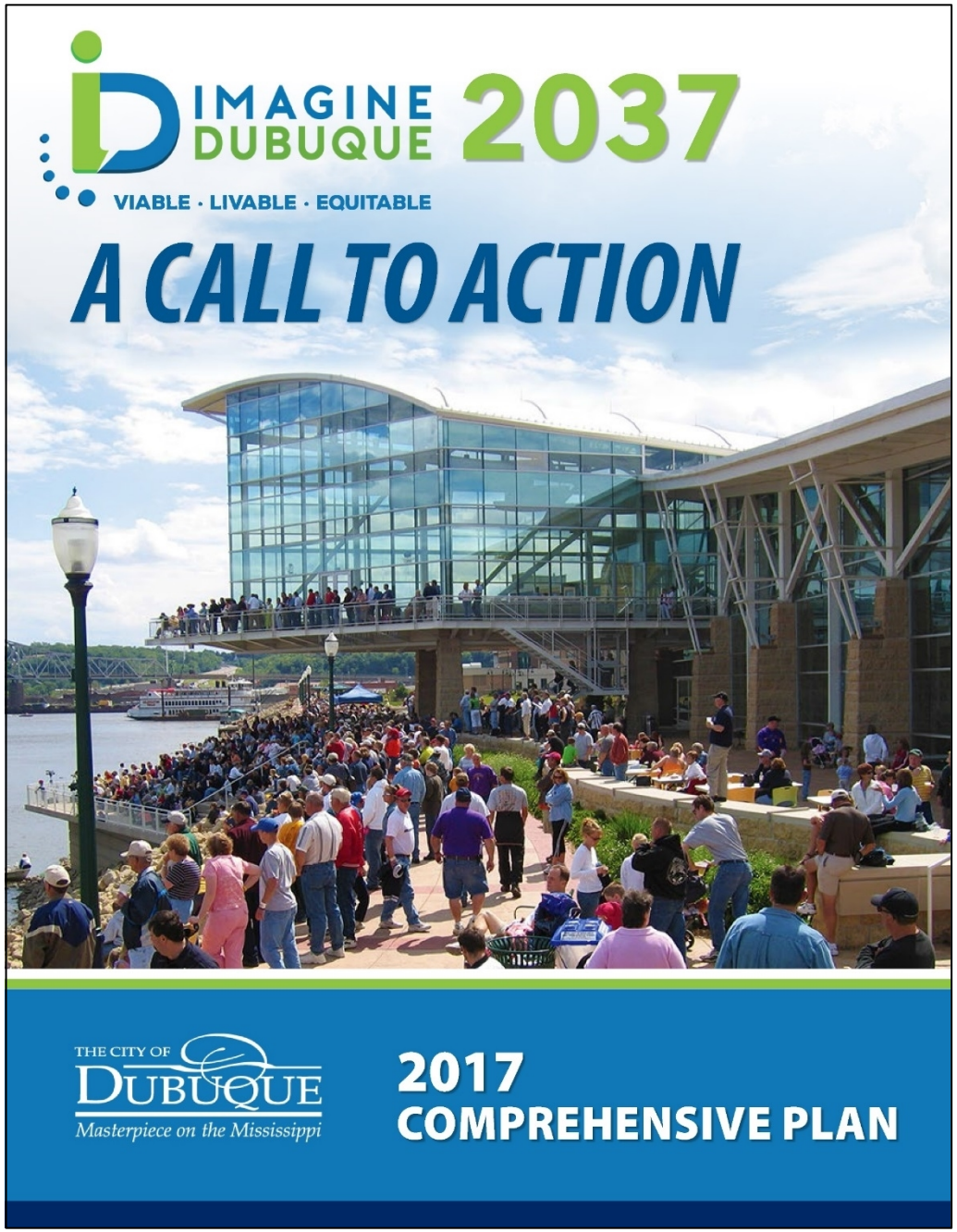


# What is the purpose of our Comprehensive Plan?

- **Policy guide** for community's physical, social, and economic development.
- Informs City Council goal setting, annual budget priorities, and land use decisions.
- City staff, boards, commissions and community partners are **called to action** to implement the Plan's 110 recommendations.

# Community Engagement

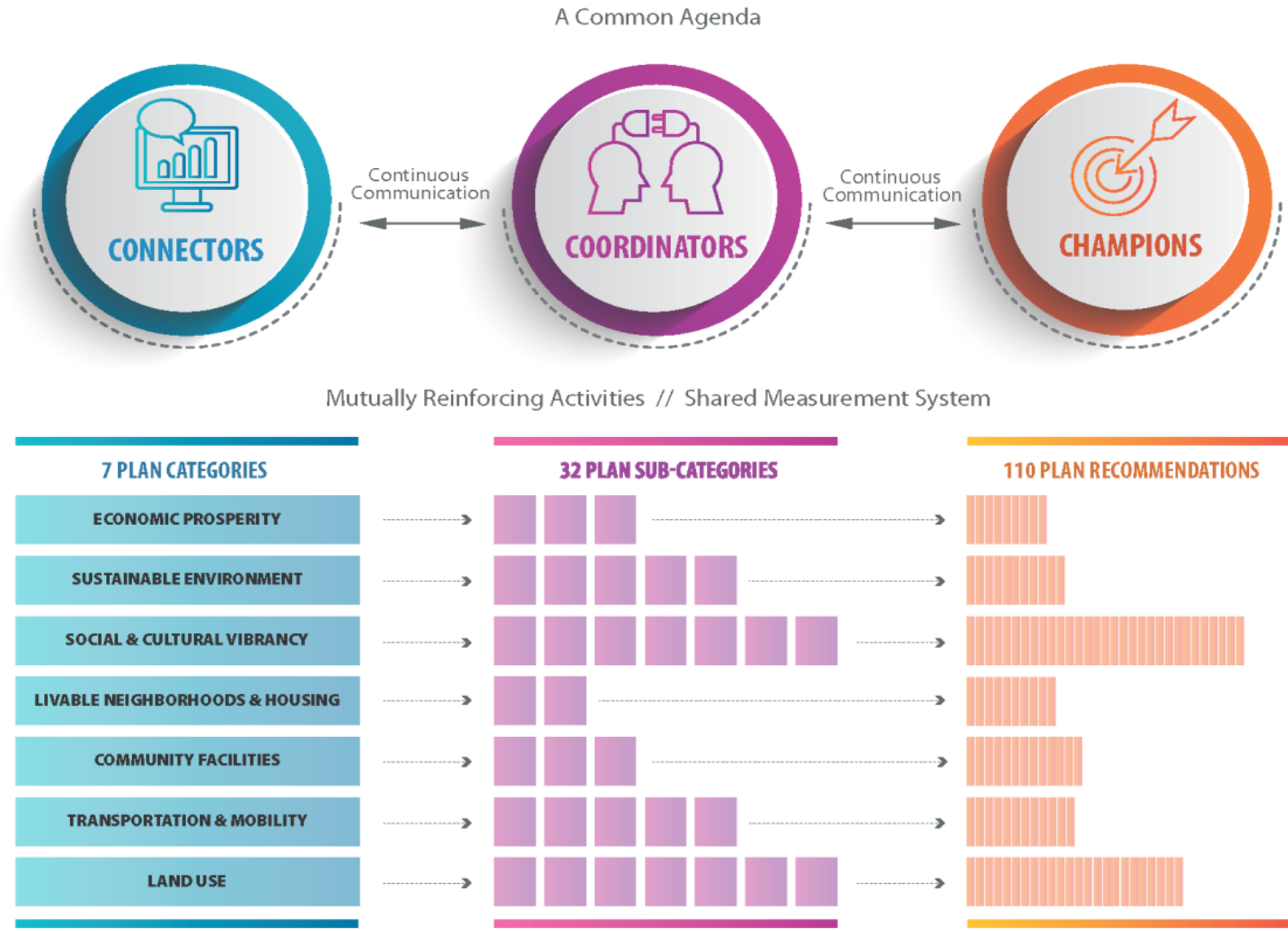
- **Inclusively engaged** 6,000 people, generated 12,500+ ideas.
- **Ideas narrowed** into themes in 7 categories to create 110 community recommendations.




# Collective Impact Model

A commitment by a group of important actors from different sectors to a **common agenda** for solving specific social problems.

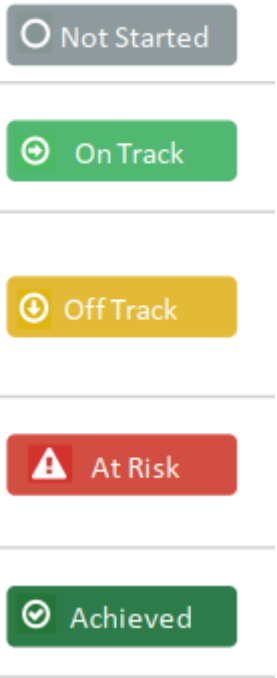
# Imagine Dubuque Implementation: Roles + Responsibilities




**BACKBONE SUPPORT ORGANIZATION | CITY OF DUBUQUE**

# Status Definitions

**STATUS**




The following status definitions are used to provide an update on progress toward Imagine Dubuque's recommendations.

**In Progress Statuses:**

**On Track:** Recommendation implementation is moving forward, with **multiple actions** in motion and **steady progress** being made towards realizing the recommendation, or recommendation implementation **is ongoing** with continuity and growth in progress.

**Off Track:** Recommendation implementation is in the **early stages** of moving forward by way of active organizing, connecting with partners, planning and data collection, and/or a few early action items.

**At Risk:** Recommendation implementation has **not yet begun, has a roadblock or made little progress.** Needs will vary and may include funding, coordination, time, and staffing.

**Not Started:** Work on this recommendation has not begun.

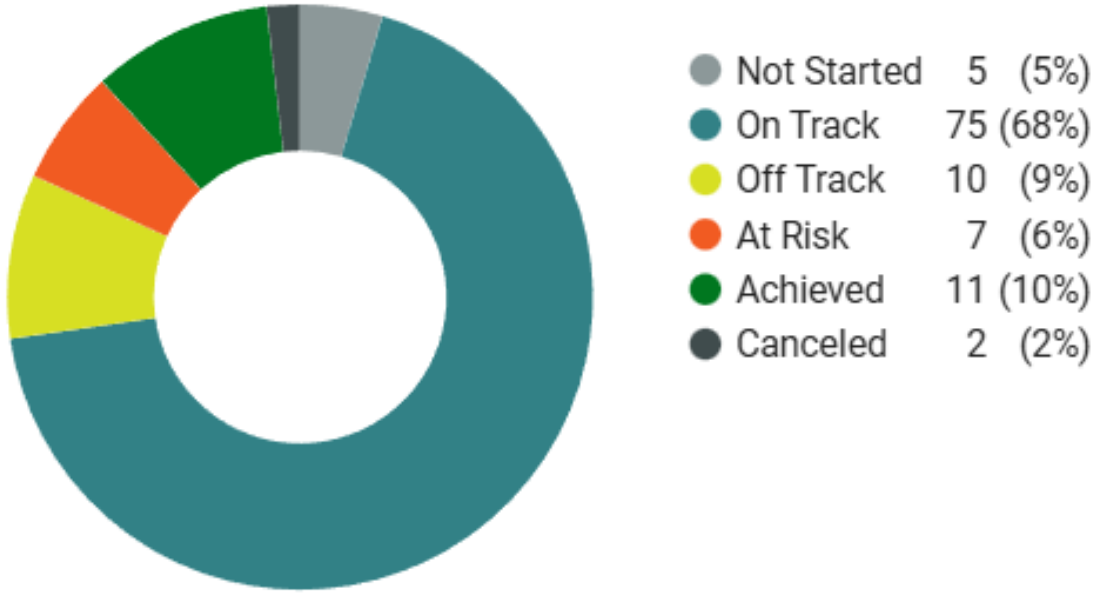
**Completed Status:**

**Achieved:** Recommendation has been **completed** and work on it has ended.

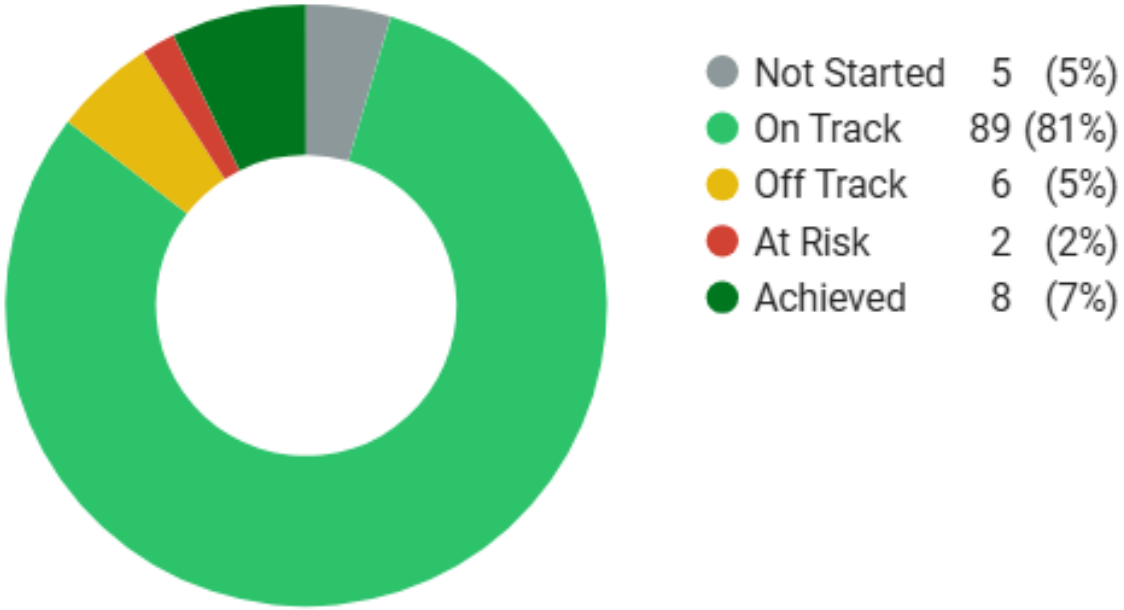
# Total Progress 2025 to 2026

**110 Recommendations**

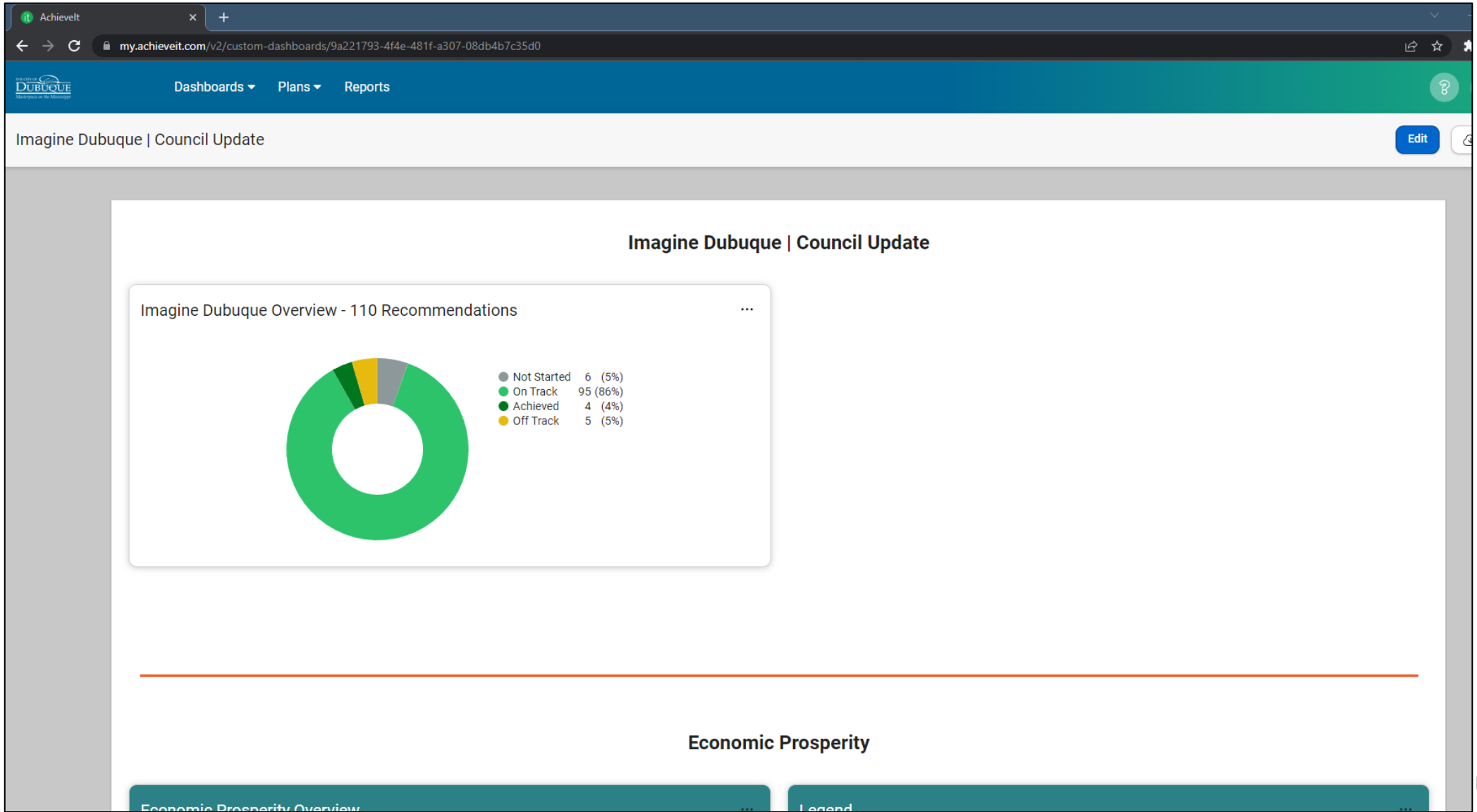
**2026**
**78% On Track**
**or Achieved**



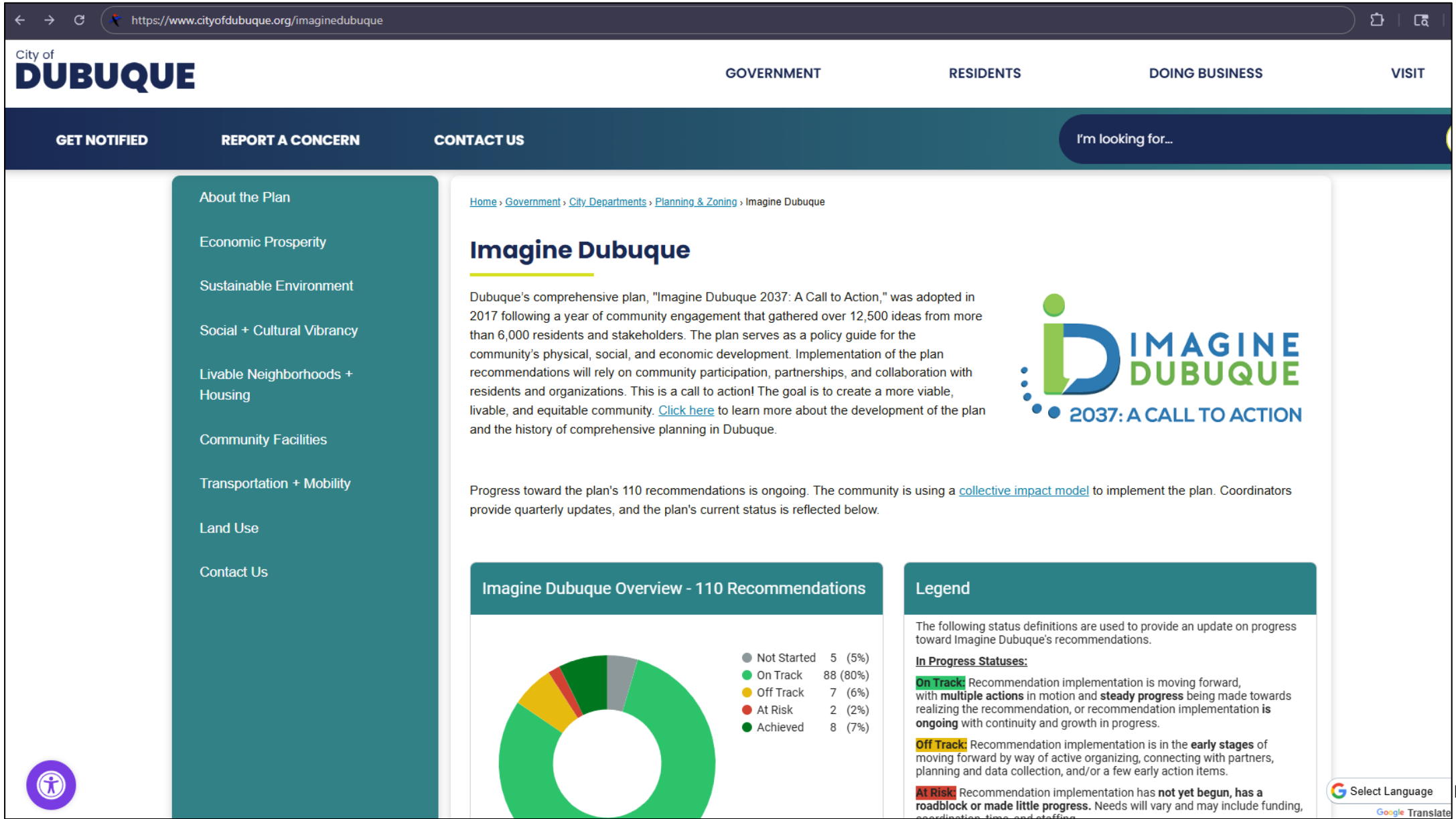

**2025**
**88% On Track**
**or Achieved**



# Imagine Dubuque Dashboard



# Imagine Dubuque Webpages

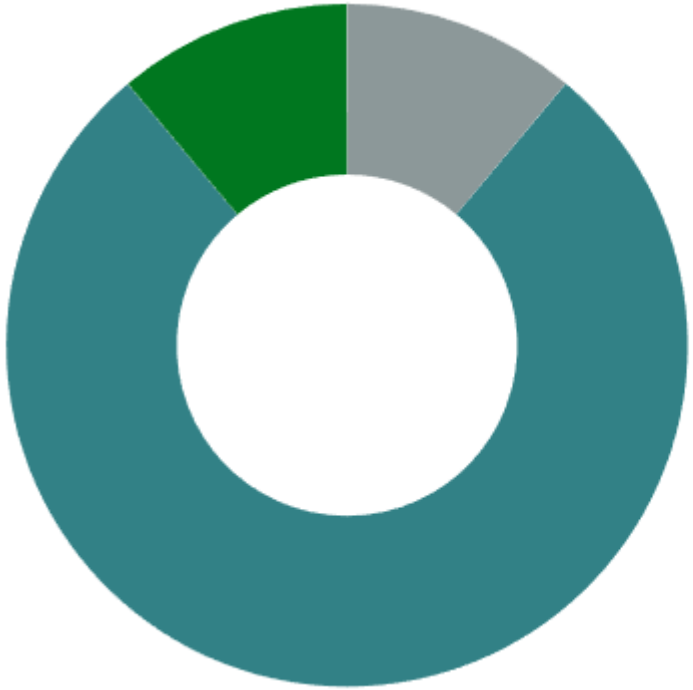


ECONOMIC PROSPERITY

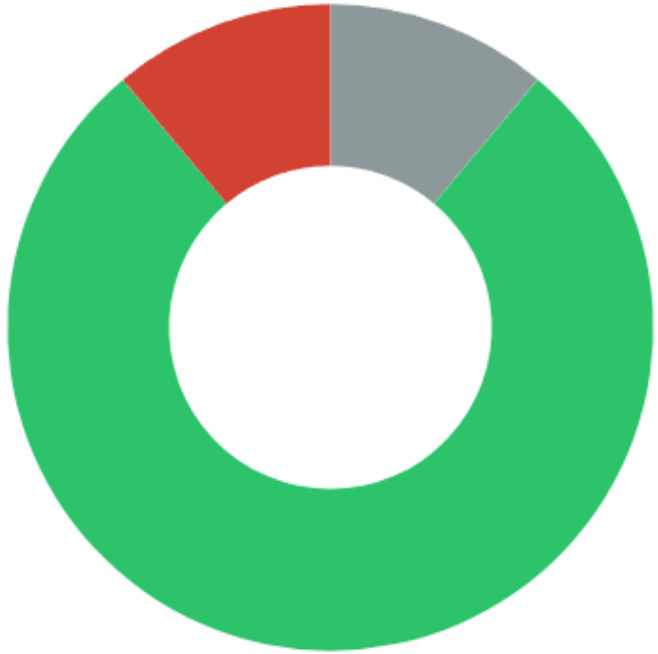
# 9 Recommendations

**Connector**:
Jill Connors,
Economic
Development
Director

**2026**
**89% On Track**
**or Achieved**




**2025**
**78% On Track**



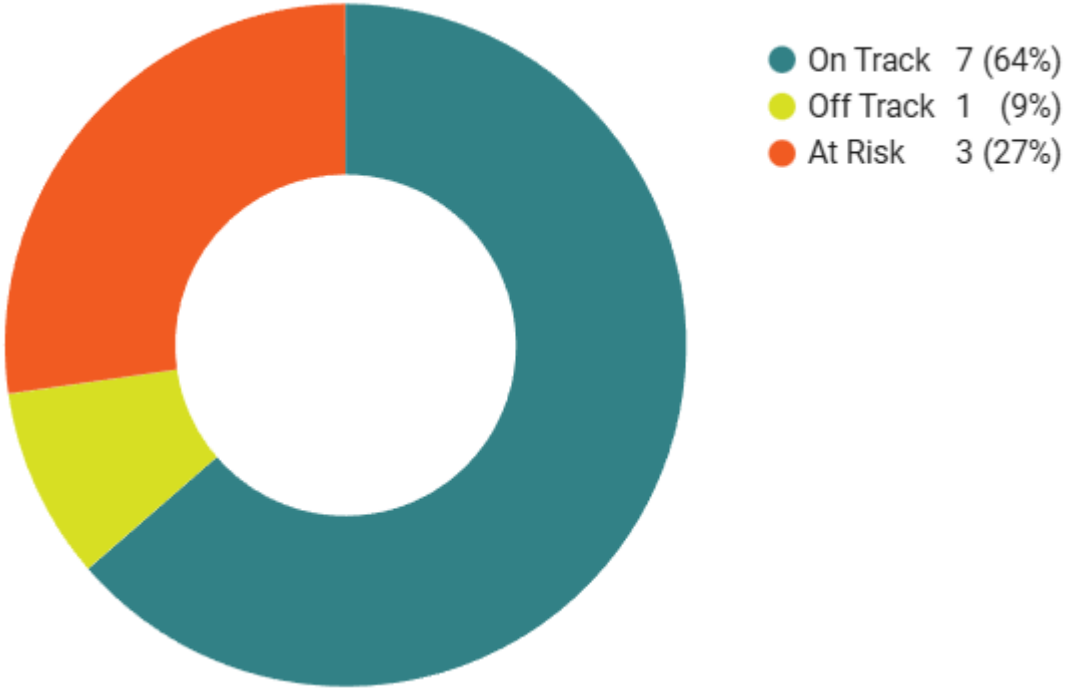
# *Economic Prosperity* Highlight: Kennedy Mall

SUSTAINABLE ENVIRONMENT

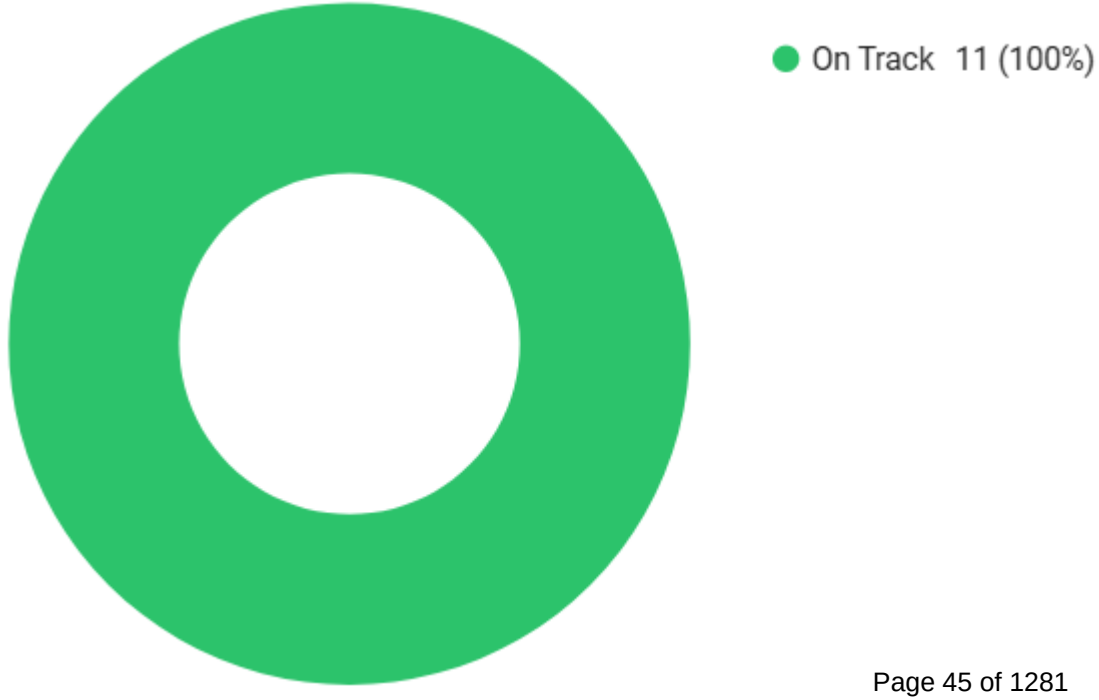
# 11 Recommendations

**Connector**:
Gina Bell,
Sustainability
Director

**2026**
**64% On Track**




**2025**
**100% On Track**

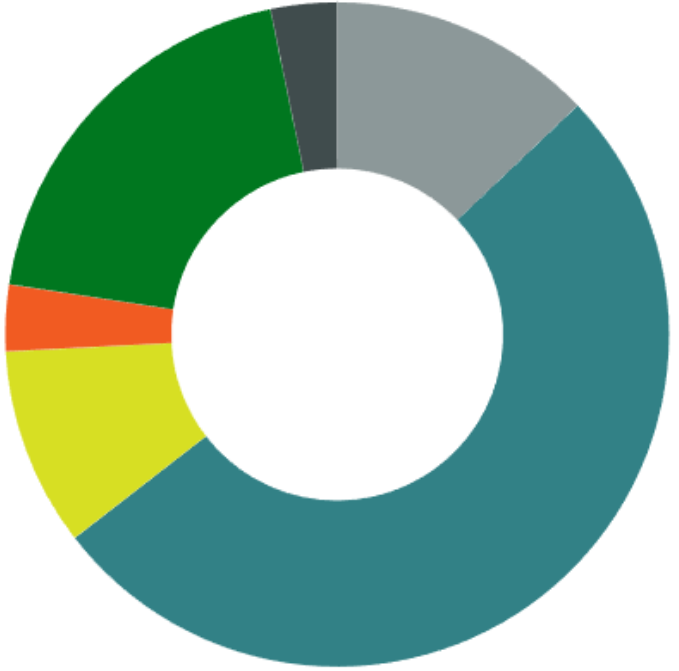


# *Sustainable Environment* Highlight
# Wanderwood Gardens

SOCIAL + CULTURAL VIBRANCY

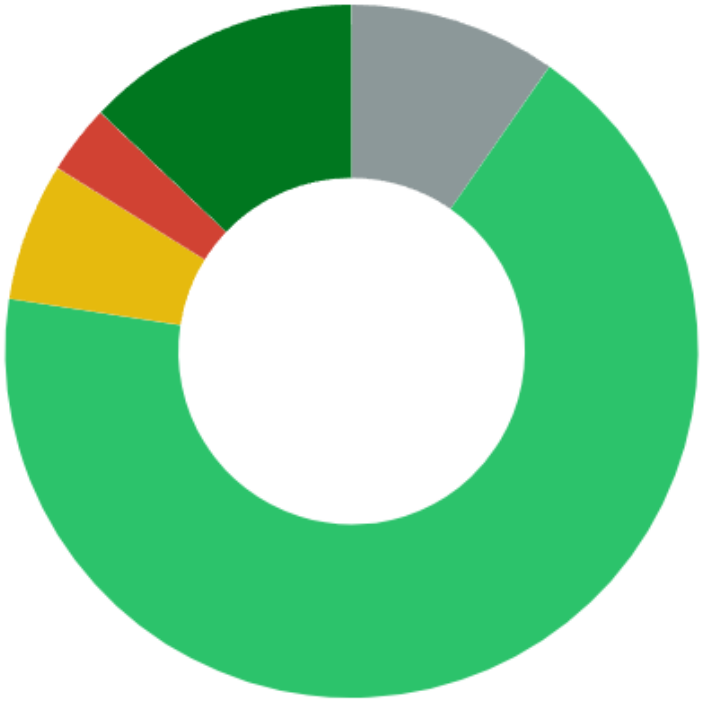
# 31 Recommendations

**2026**
**71% On Track or Achieved**

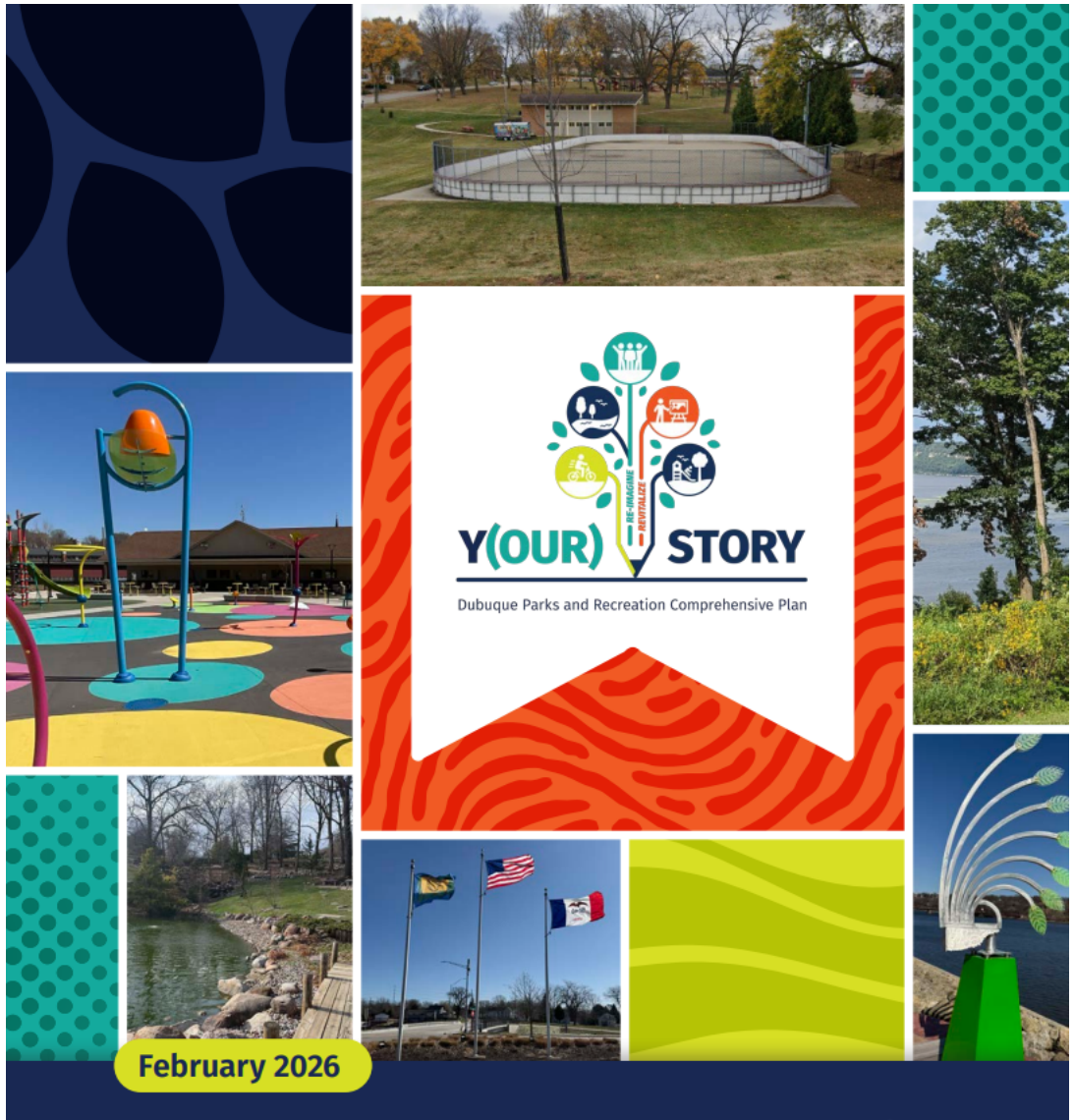



**Connector:**
Cori Burbach,
Assistant
City Manager

**2025**
**81% On Track or Achieved**



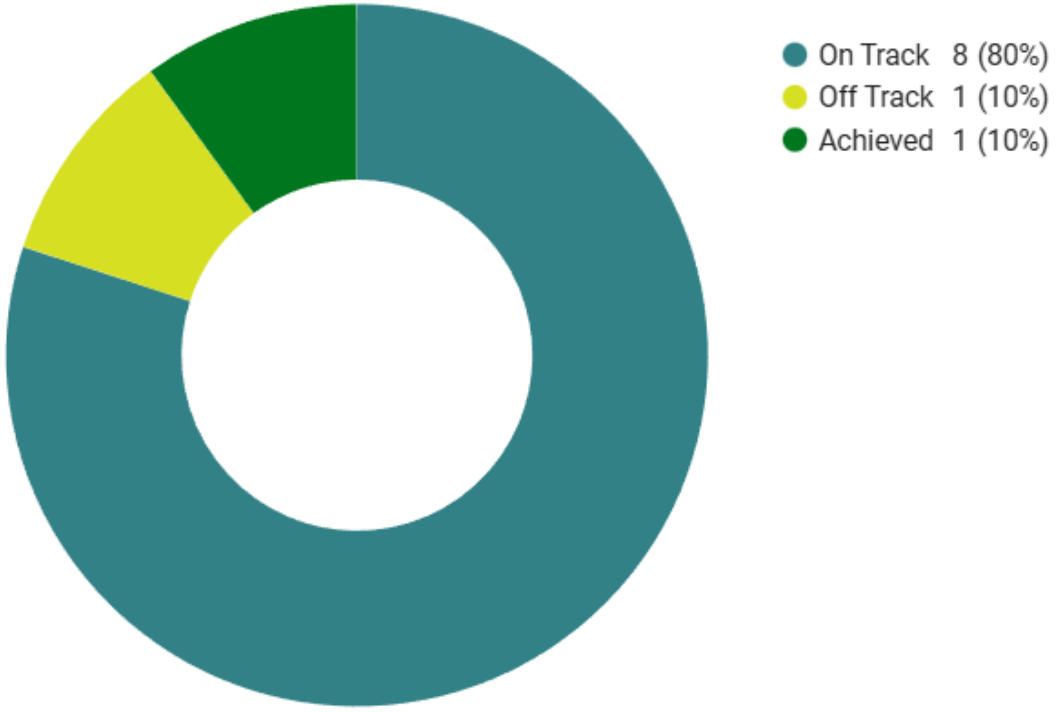
# *Social + Cultural Vibrancy* Highlight
# Parks & Recreation Master Plan



LIVABLE NEIGHBORHOODS + HOUSING

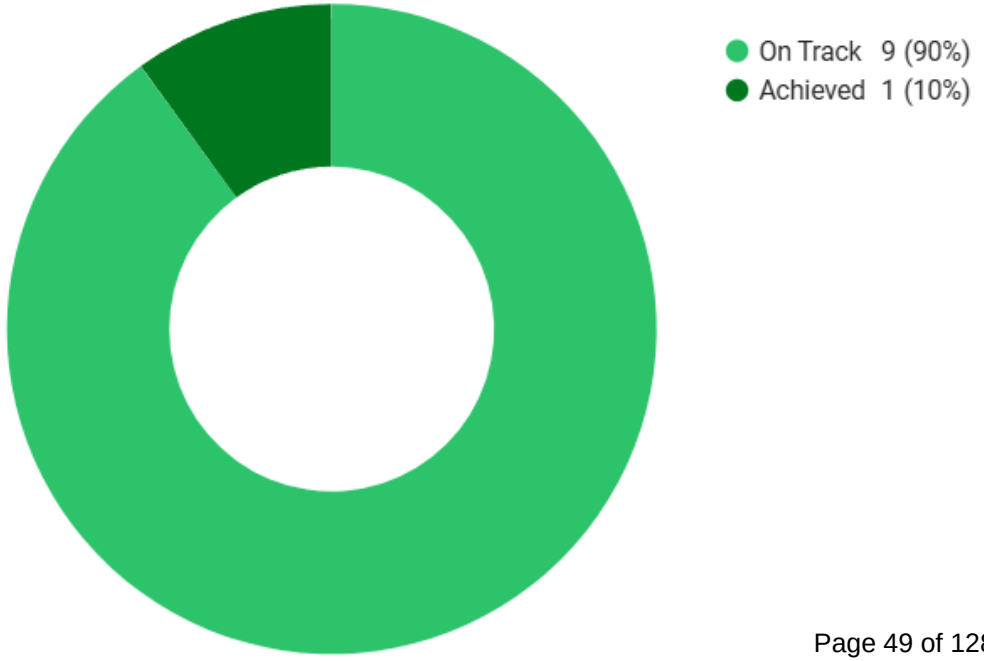
**10 Recommendations**

**2026**
**90% On Track or Achieved**




**Connector:**
Maddy Haverland, Housing & Community Development Director

**2025**
**100% On Track or Achieved**



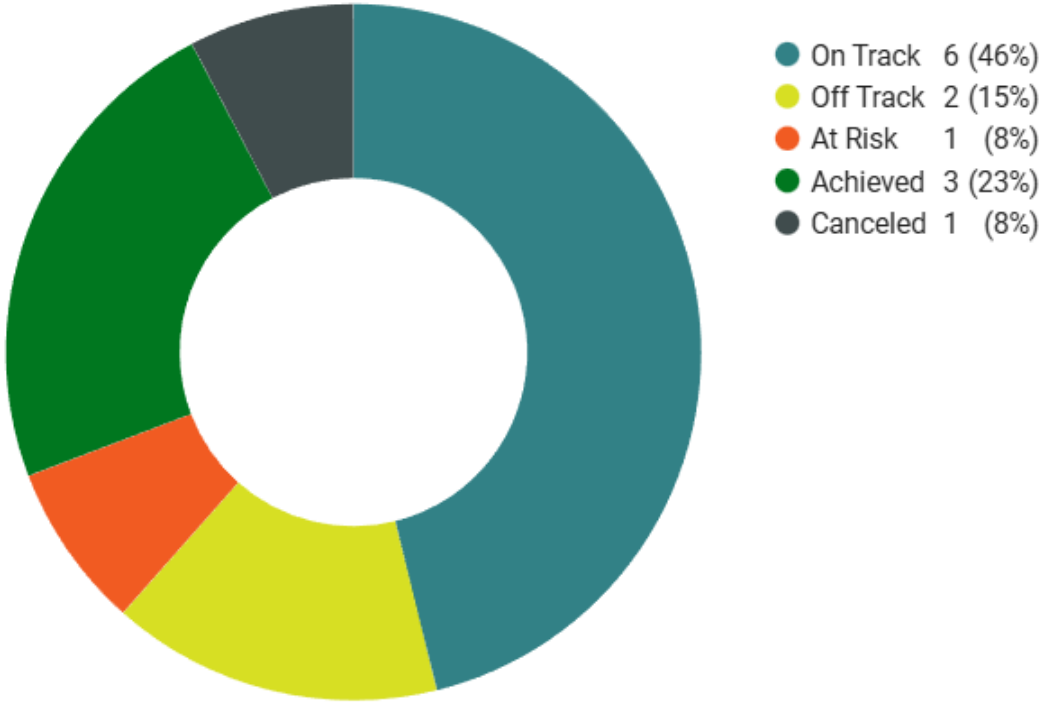
# *Livable Neighborhoods + Housing* Highlight
# Housing Choice Voucher units

COMMUNITY FACILITIES

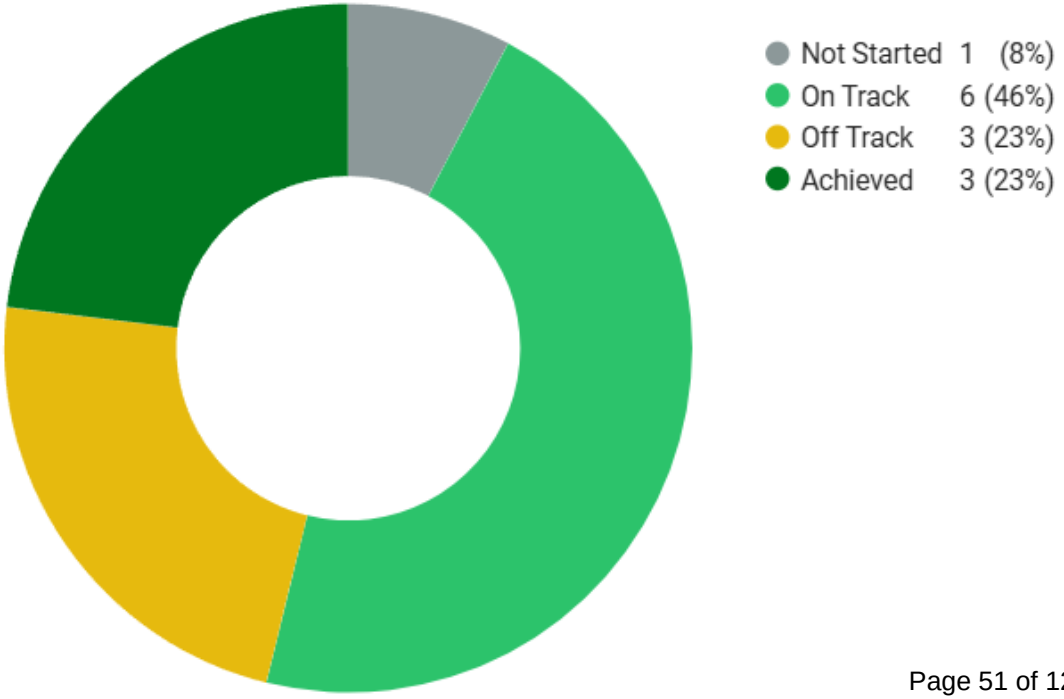
## 13 Recommendations

**Connector:**
Gus Psihoyos,
City Engineer

**2026**
**70% On Track**
**or Achieved**




**2025**
**70% On Track**
**or Achieved**



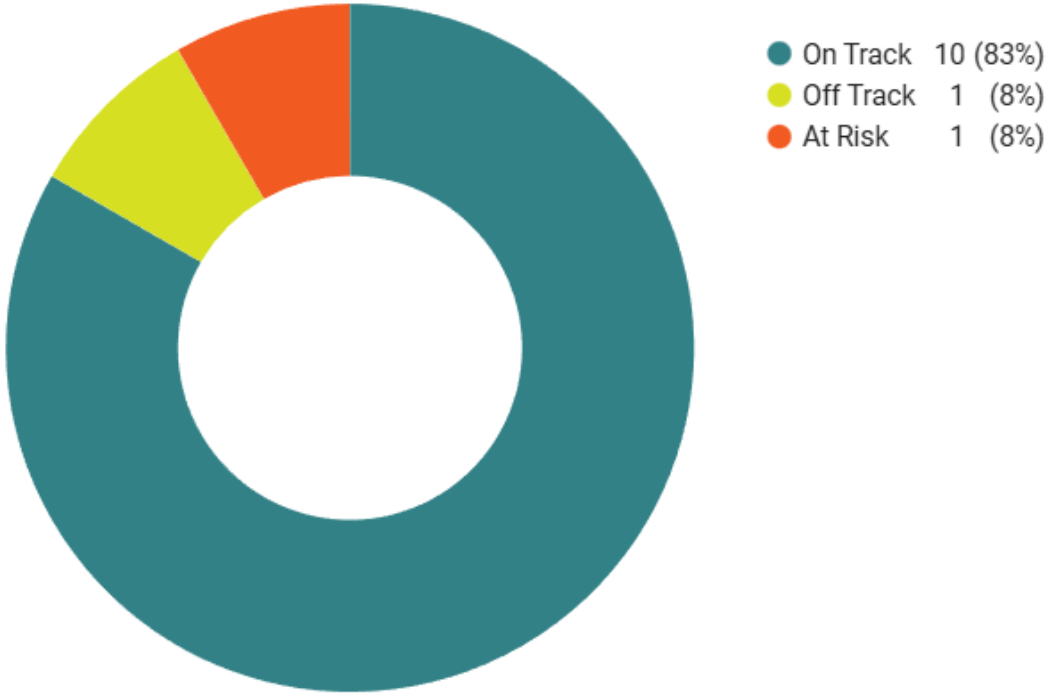
# *Community Facilities* Highlight

## Library

TRANSPORTATION + MOBILITY

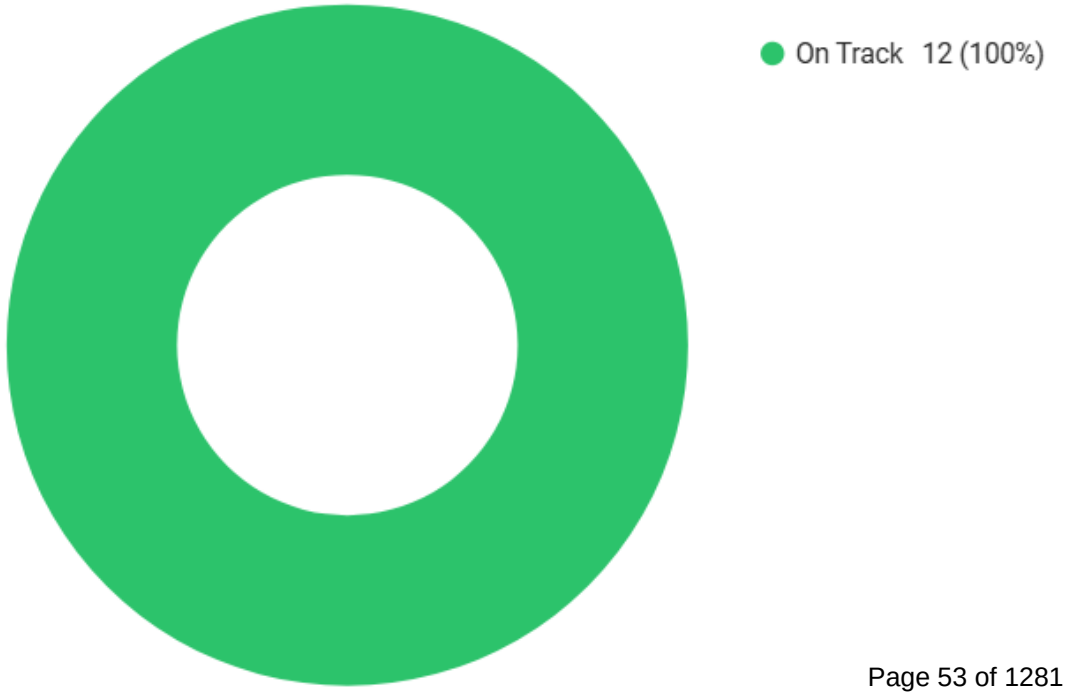
## 12 Recommendations

**2026**
**83% On Track**

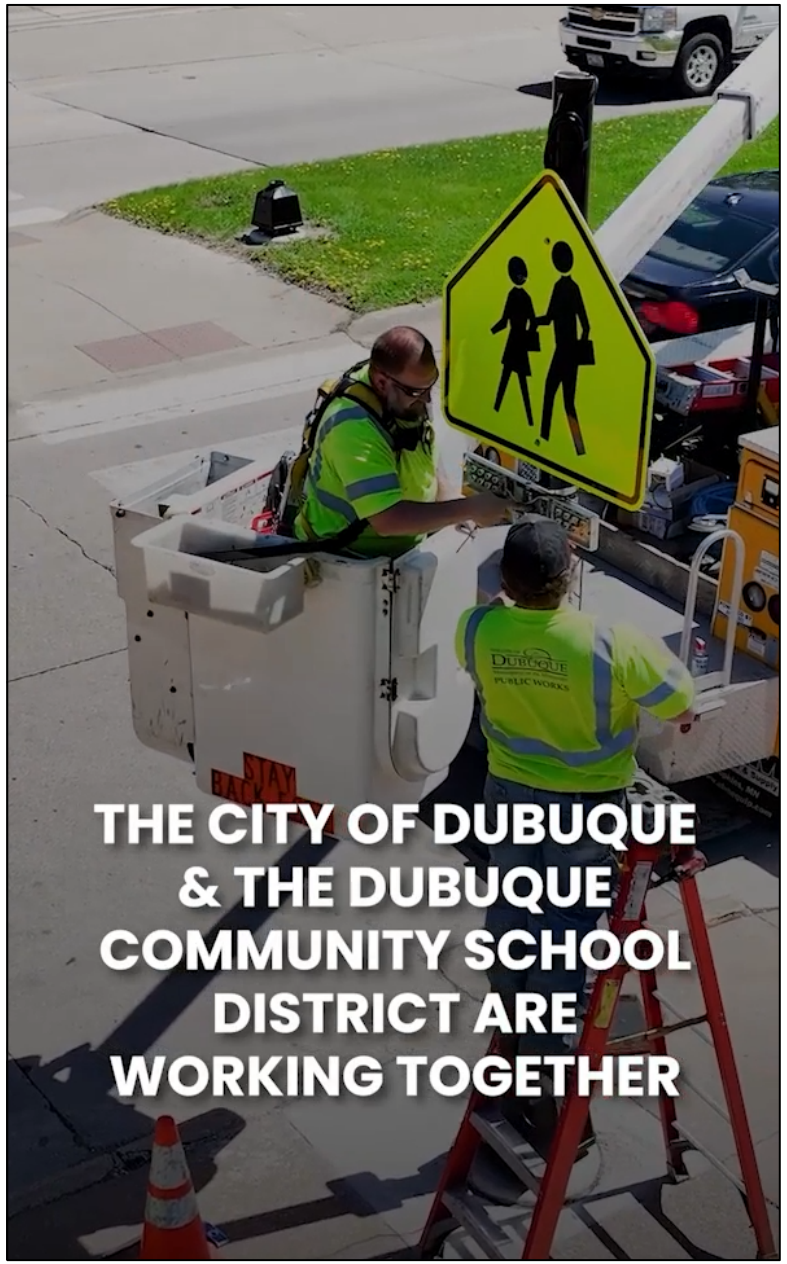


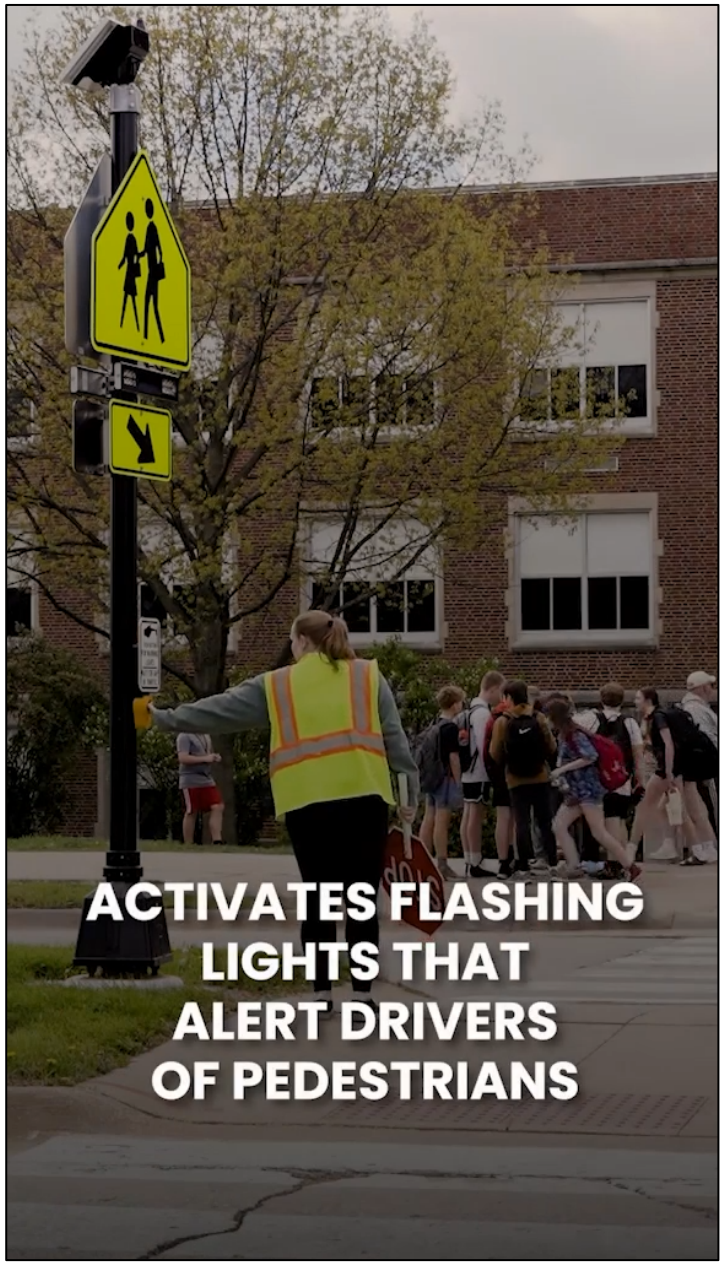

**Connector**:
Ryan Knuckey, Transportation Services Director

**2025**
**100% On Track**



# *Transportation* + *Mobility* Highlight: Complete Streets

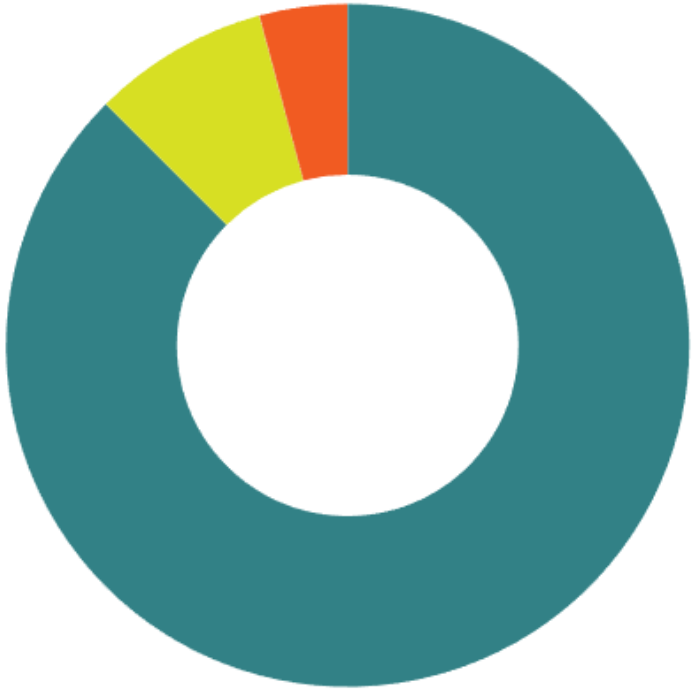


LAND USE

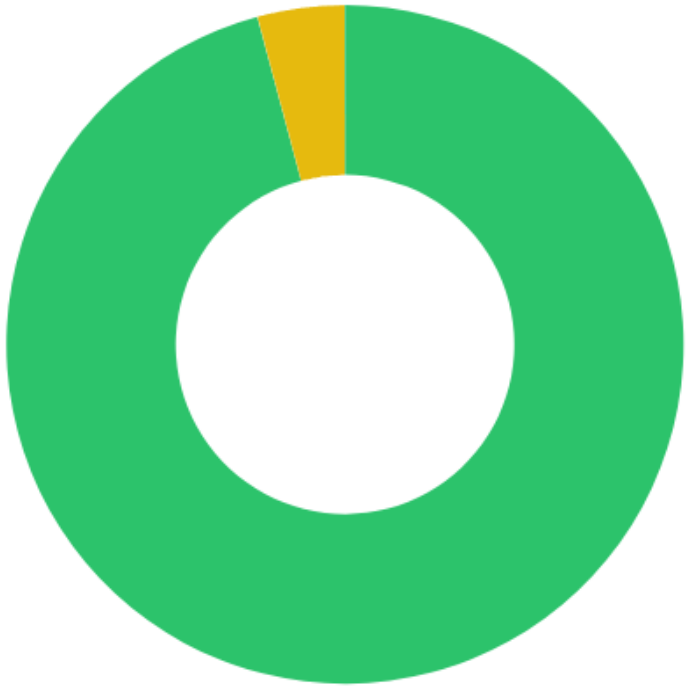
## 24 Recommendations

**2026**
**88% On Track**




**Connector**:
Wally Wernimont,
Planning
Services Director

**2025**
**96% On Track**



# *Land Use* Highlight: Riverfront recreation

# Next Steps

## 2026 AND BEYOND

- Downtown Master Plan in FY27
- Updated website for marketing, outreach, and reporting
- Continue to identify Champions & connect to others involved
- Use Achievelt to track with other City plans
- Comp Plan Update

Mural @ Convivium

# Imagine Dubuque Implementation: Roles + Responsibilities

A Common Agenda

### *City Department Managers*

- Role is informational & referral
- Connect with Community Coordinators, City government, partners, and/or community
- Participate in quarterly Imagine Dubuque Implementation meetings
- Track through 'equity lens'
- Share data and progress metrics from Coordinators and Champions with City Council to showcase success measures

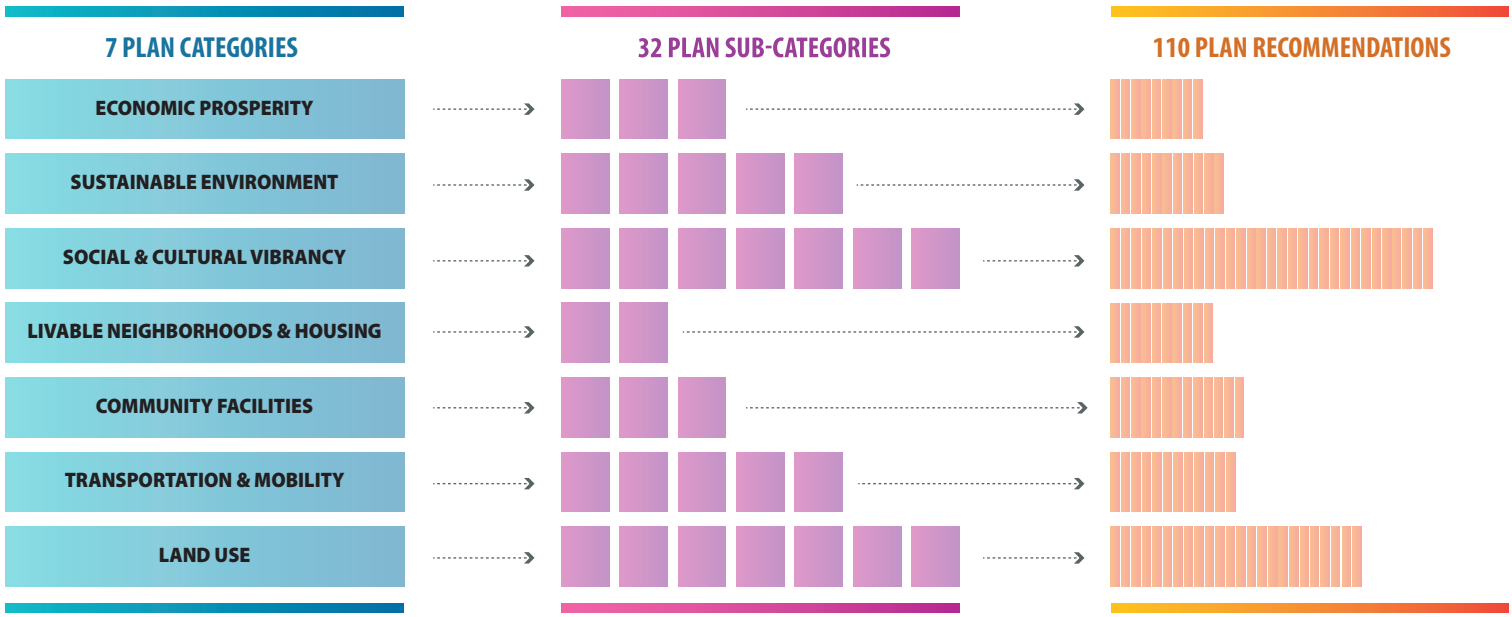
### *City Leadership Team + Community Partners*

- Role is to provide input and effort to Champions to identify a path forward, help remove obstacles, and successfully achieve subcategory goals
- Define what metrics will be collected to measure progress / equity indicators
- Coordinate with Connectors, Champions, Government, Partners, Community

### *Individuals, City Staff + Community Partners*

- Role is implementation of projects, programs, events, initiatives, and efforts that help meet the 110 recommendations
- Define what metrics will be collected to measure progress / equity indicators
- Determine what "success" looks like for each project and initiative
- Track progress and share with associated Community Coordinator

Mutually Reinforcing Activities // Shared Measurement System




**BACKBONE SUPPORT ORGANIZATION | CITY OF DUBUQUE**

# Connectors Contact Information

### SOCIAL & CULTURAL VIBRANCY

**Cori Burbach**
Assistant City Manager
563.589.4110
cburbach@cityofdubuque.org

### TRANSPORTATION & MOBILITY

**Ryan Knuckey**
Transportation Services Director
563.589.4341
rknuckey@cityofdubuque.org

### ECONOMIC PROSPERITY

**Jill Connors**
Economic Development Director
563.589.4213
jilconno@cityofdubuque.org

### LIVABLE NEIGHBORHOODS & HOUSING

**Maddy Haverland**
Housing & Community Development Director
563.589.4231

### LAND USE

**Wally Wernimont**
Planning Services Director
563.589.4210
wwernimo@cityofdubuque.org

### SUSTAINABLE ENVIRONMENT

**Gina Bell**
Sustainability Director
563.690.6038
gbell@cityofdubuque.org

### COMMUNITY FACILITIES

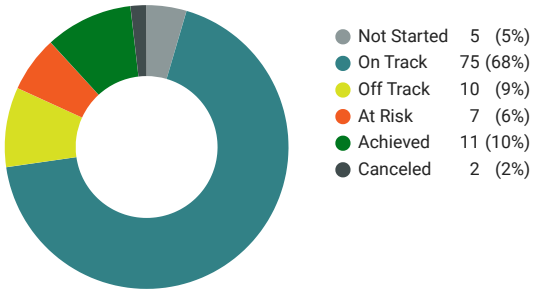
**Gus Psihoyos**
City Engineer
563.589.4270
gpsihoyo@cityofdubuque.org

## BACKBONE SUPPORT ORGANIZATION
## CITY OF DUBUQUE

**Jason Duba**
Project Manager
563.589.4223
jduba@cityofdubuque.org

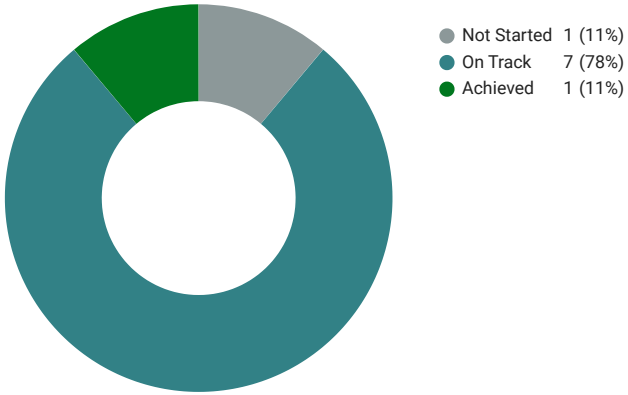
# Imagine Dubuque | Council Update

## Imagine Dubuque Overview - 110 Recommendations




## Economic Prosperity

### Economic Prosperity Overview

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**Completed Status:**

**Achieved:** Recommendation has been **completed** and work on it has ended.

## Employment Recommendations

| # | Name | Status | Assigned To | Last Comment |
|---|---|---|---|---|
| 1.1.1 | Continue ongoing efforts to diversify Dubuque's economy, including all sectors and all employment types and categories. | On Track | Nic Hockenberry | FY 23-24 CAPITAL PROJECT EXPANSIONS TOTAL<br>5 New Expansions 72 New Jobs 82,000 New Space (sq. ft.) $46,905,000 Investment<br>Behnke Enterprises, Inc. \| HODGE \| Crown Cork & Seal \| Vanguard Enterprises \| WHKS & Co. |
| 1.1.2 | Convene local employers attracting talent from elsewhere and from the region, identify successes and challenges based upon local employer experiences, and develop a comprehensive 'hyper-local' approach to overall diverse talent attraction and development, including a local talent pipeline. | On Track | Nic Hockenberry | Tri-State Veterans Network Meeting<br>Thursday, January 25, 2024 – 5:30 to 7:30 p.m.<br><br>AccessDubuqueJobs.com Career Fair - Platteville<br>Tuesday, January 30, 2024 – 3:00 to 6:00 p.m.<br><br>Distinctively Dubuque<br>Session 1-January 31 to February 28, 2024<br><br>HR Cohort<br>Tuesday, February 6th from 8 – 9:30a.m.<br>o Colleen Callahan, Director of US Support Operations with PBS Systems<br>o Mitch Frank, Recruiting Specialist for Dupaco Community Credit Union<br>o Joe Vermeulen, Assistant HR Manager for Molo Companies |
| 1.1.3 | Continue to strengthen existing start-up business and entrepreneurial programming to develop a comprehensive entrepreneurial eco-system. This system should include programs and resources, including funding, for entrepreneurs through Stage 2 growth. | On Track | Jill Connors | Our work with Neighborhood Evolution has begun to bear fruit in the form of redeveloped buildings/storefronts that could accommodate newer businesses. The ecosystem of small scale development stakeholders is beginning to know each other better through regular monthly training and meetings. The consultant will be contracted to return in Q3 2026 to re-energize the effort.<br>As part of our FY27 budget request, staff included funding for a new program that will provide matching funds for small businesses to improve and then lease storefront space. Those parameters are being developed. |
| 1.1.4 | Continue the current work of Inclusive Dubuque, also formulating strategies to enhance economic resiliency and mitigate the impact of economic disruptions locally. | On Track | Alex Baum | Continued to hold meetings for Envision Dubuque and other equity-focused initiatives. Continued to hold meetings for the Better Together Committee, which includes helping businesses better retain members of immigrant populations, improved navigation of systems, and helping reduce chronic absenteeism. New initiatives include supporting youth leadership and renewing research with local immigrant communities. Continued to hold regular meetings of the Attendance Matters Local College Access Network (LCAN) focused on improving attendance and addressing chronic absenteeism, especially for underserved populations. Continued to update a medical interpreter database in partnership with the Dubuque County Health Department, which provides a list of both Marshallese and Spanish interpreters for local healthcare providers and businesses, and have launched a messaging campaign to spread the word. Have expanded the navigator resource group meeting in partnership with the Visiting Nurse Association, and are working to organize the third annual International Student Welcoming Evect. Worked to address concerns for local immigrant families by sharing information and connections to legal experts, identifying funding to help families in crisis, and coordinating local needs.<br>Completed the work of Envision 2030, a community visioning program aimed at identifying impactful projects through community engagement that Dubuque can work to achieve. Working groups have continued to move forward with the final 10 ideas.<br>Continued to present findings from the Community Equity Profile, the 2025 Data Walk, and the Immigration Community Assessment to local partners. Have begun collecting data for the 2026 Data Walk, which will focus on Affordable Housing. |

## Housing Recommendations

| # | Name | Status | Assigned To | Last Comment |
|---|---|---|---|---|
| 1.2.1 | Work with local residential realtors to understand why families choose or do not choose Dubuque when purchasing a new home. Once understood, use this data to identify suitable development sites for new homes. | Not Started | Maddy Haverland | Formal engagement with local residential realtors has not begun. |
| 1.2.2 | Foster the development of new and additional housing products in suitable locations throughout the City. | On Track | Jill Connors | N/A |

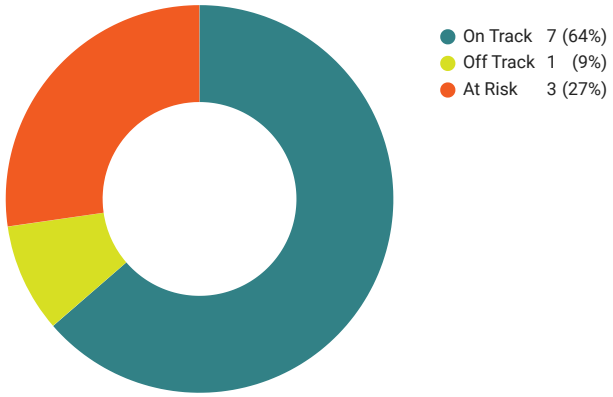
| | | | | |
|---|---|---|---|---|
| 1.2.3 | Continue the current work of Inclusive Dubuque, also formulating strategies to enhance economic resiliency and mitigate the impact of economic disruptions locally. | On Track | Alex Baum | Continued to hold meetings for Envision Dubuque and other equity-focused initiatives. Continued to hold meetings for the Better Together Committee, which includes helping businesses better retain members of immigrant populations, improved navigation of systems, and helping reduce chronic absenteeism. New initiatives include supporting youth leadership and renewing research with local immigrant communities. Continued to hold regular meetings of the Attendance Matters Local College Access Network (LCAN) focused on improving attendance and addressing chronic absenteeism, especially for underserved populations. Continued to update a medical interpreter database in partnership with the Dubuque County Health Department, which provides a list of both Marshallese and Spanish interpreters for local healthcare providers and businesses, and have launched a messaging campaign to spread the word. Have expanded the navigator resource group meeting in partnership with the Visiting Nurse Association, and are working to organize the third annual International Student Welcoming Evect. Worked to address concerns for local immigrant families by sharing information and |

## Business Recommendations

| # | Name | Status | Assigned To | Last Comment |
|---|---|---|---|---|
| 1.3.1 | Work with the city's broadband providers to ensure the city's technological future, given its implications for the city's business growth and employment growth. | Achieved | Dave Lyons | The City and Greater Dubuque Development have developed successful working relationships and communications processes with all carriers/providers, including now having a majority of carriers with Master Service Agreements with the City that facilitate quick and smooth collaboration when needs arise. I would consider this work plan ACHIEVED |
| 1.3.2 | Collaborate with Kennedy Mall ownership and surrounding major centers to support regional retail. | On Track | Nic Hockenberry | Planning Services worked with Kennedy Mall ownership to amend the PUD regulating the mall in order to increase allowed signage, decrease parking requirements, and remove the cap on developable area. |

# Sustainable Environment

## Sustainable Environment Overview




## Legend

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## Clean Water Recommendations

| # | Name | Status | Assigned To | Last Comment |
|---|---|---|---|---|
| 2.1.1 | Continue the efforts of the Bee Branch Watershed Flood Mitigation Project to mitigate health and environmental hazards in Washington, Point, and North End neighborhoods. | Off Track | Gus Psihoyos | This project is currently not funded within 5-year CIP. |
| 2.1.2 | Continue to implement the Catfish Creek Watershed Management Plan to protect creeks, sensitive ecological habitats, and promote conservation-minded development. | At Risk | Eric Schmechel | management plan updates needed |

## Clean Air + Energy Recommendations

| # | Name | Status | Assigned To | Last Comment |
|---|---|---|---|---|
| 2.2.1 | Continue to implement the 50% by 2030 Climate Action Resiliency Plan by focusing on waste reduction, transportation improvements, and energy efficiency of homes and businesses to achieve climate goals and renewables. | On Track | Gina Bell | City formed an internal Green Team which immediately implemented a pilot for food scrap diversion in City Hall. Sustainability staff completed a Know Your Bike Rights handout and will begin distribution. Supported a Alternative Transportation (Bike / Walk /Transit) to Work Week competition to encourage participation. Green Iowa members distributed Energy Saver Kits to residents at the Farmers Market for home energy efficiency improvements. |

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| 2.2.2 | Support mobile air quality monitoring to increase citizen awareness and identify and target toxic hot spots. | At Risk | Mary Rose Corrigan | no action this quarter. Air monitors still with University of Dubuque |

## Neighborhoods Recommendations

| # | Name | Status | Assigned To | Last Comment |
|---|---|---|---|---|
| 2.3.1 | Continue Healthy Homes strategy as part of the CHANGE and Bee Branch revitalization efforts. | On Track | Maddy Haverland | The City continues to operate Lead Hazard Control, Healthy Homes, and Aging in Place grants to increase home health and safety. |
| 2.3.2 | Continue to implement the Emerald Ash Borer Readiness Plan to maintain safe and healthy neighborhoods. | On Track | Stephen J. Fehsal | Staff continue to treat ash trees that are doing well with treatment. Decaying or dying trees continue to be removed on a priority basis. |
| 2.3.3 | Seek partnership opportunities to increase localized native plant, pollinator habitat, and edible landscaping in public spaces. | On Track | Kaytlan Moeller | Continued forward momentum from many county, city, state lands in the area including Mines of Spain landscaping near the EB Lyons Nature Center, Eagle Point Parks oak savannas, Dubuque County Conservation's new park developments with natives. As well as another round of private landowner engagements through Mowing to Monarchs , Branching Out, and Trees Forever efforts. |

## Land Conservation Recommendations

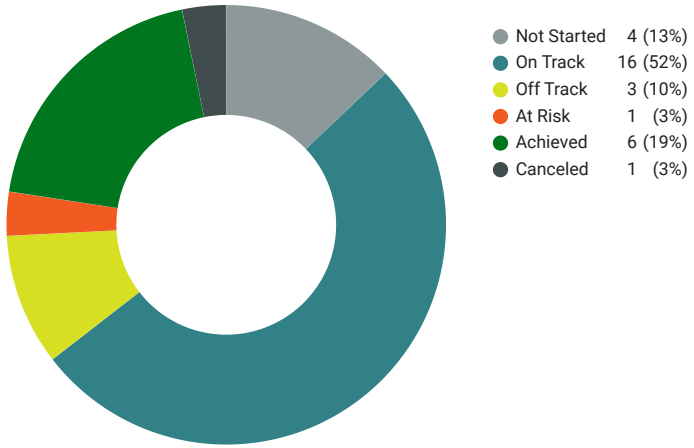
| # | Name | Status | Assigned To | Last Comment |
|---|---|---|---|---|
| 2.4.1 | Conserve areas near water trails and canoe launches, serene places to escape the city, and viewpoints to watch migratory birds, shown on the Environmental Factors Map. | On Track | Kaytlan Moeller | Further development of master planning for several county properties with water recreational opportunities including cold water streams of Dubuque County such as Swiss Valley Preserve and Bankston Park. As well as lake restoration plans at Locher Lake and Heritage Pond. |

## Eco-Education + Participatory Conservation Recommendations

| # | Name | Status | Assigned To | Last Comment |
|---|---|---|---|---|
| 2.5.1 | Promote educational programming and partnerships that enable children to experience nature. | On Track | Kaytlan Moeller | Many recent REAP CEP awards came through to Dubuque County groups focusing on conservation education of youth and the general public including Dubuque Arb, Wanderwoods, NMRMA, Friends of Mines of Spain, and the Dubuque Community School district. They are leading multiple conservation education programs that were just funded. |
| 2.5.2 | Explore incentives for backyard and curbside composting that reduce the proportion of landfilled food waste. | On Track | Bev Wagner | Ongoing events |
| 2.5.3 | Explore a community-wide Zero Waste Policy that creates a closed-circuit economy of low-impact or reduced consumption lifestyle and marketplace for post-consumer products. | At Risk | Ken Miller | No policy has been adopted and in fact, this effort should be refocused and rebranded around a more circular and achievable approach, as our current economic structure is built on a disposable economy. Efforts to increase diversion capacity, by expanding the recycling tipper carts to all customers have stalled due to budgetary constraints. There are no ordinances which require Multifamily over six-plex or businesses to have recycling access at their properties. Partnerships should be pursued with entities such as the DMASWA to expand diversion capacity and access. Marketplaces for post-consumer products exist, but city purchasing decisions could include a requirement to purchase products made from post consumer materials within a cost threshold, to set an example and demonstrate to the community the value of these products. |

# Social + Cultural Vibrancy

## Social + Cultural Vibrancy Overview

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## Food Recommendations

| # | Name | Status | Assigned To | Last Comment |
|---|---|---|---|---|
| 3.1.1 | Colleges, institutions - consider purchasing from more than one contracted vendor to increase local purchasing. | On Track | Brittany Demezier | There is work being done with the Envision 2030 group to complete a grant to increase institutional buying in the schools. Otherwise, it is similar to the last update. |
| 3.1.2 | Support food production spaces & establishment of Community Supported Agriculture; make City land available for food production. | On Track | Mary Bridget Deutsch | USDA grant was successfully closed. No other updates this period for the city of Dubuque, specifically. However, community partners continue to meet monthly for the Food Provider Network call. The partnership is active and includes several community partners such as, David Becker (St. Pat's), Kathy Hutton (River Bend - St. Stephen's Branch), Christine Efferding (Community Solutions of Eastern Iowa - CSEI), Sue Bechen (MercyOne), Corinne Rothblum (City of Dubuque), Paula Paider Licht (United Way of Dubuque - Tri-states), Mary Martin & Nikki Ketchum (First Congregational Church (FCC) Community Family Pantry), Alex Baum (Community Foundation of Greater Dubuque), Wendy Knight (Dubuque Food Pantry), John Kalb (Resurrection Catholic Church), Tom Townsend (Dubuque Area Labor Harvest), Emma Hilkin (Dubuque County Public Health), Mark Brown (Loaves of Love/Barony Bakery/Falbo Bros Pizza), Glenn Lichti (Holy Trinity Lutheran), Angela Petsche (Crescent Community Health Center/DBQ Food Pantry Board), Adrianna Johnson (Multicultural Family Center), Clarissa Klosternmann (Dubuque Rescue Mission), RRS Stewart (St. Luke's), Tim Leonard (Urban Bicycle Food Mission). The City of Dubuque continues to be a partner in the community to support food production spaces & establishment of community supported agriculture. |
| 3.1.3 | Communicate with other “food cities” to share ideas as this (3.1.2) develops in Dubuque. | Off Track | Gina Bell | As this is not currently a City Council priority, City staff are not focused on this recommendation at this time. |
| 3.1.4 | Recreation programming can have cooking classes addressing social (food insecurity/cost), educational (enhanced learning) and cultural (inclusion, communication) needs. | On Track | LaMetra Murdock | The Multicultural Family Center has organized multiple cultural events aimed at supporting the community. These events have included providing free meals to address food insecurities and hosting food pantries that distribute food boxes and essential supplies at no cost. |

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| 3.1.5 | Consider food access as an objective of the City's transit systems. | On Track | Ryan Knuckey | A final contract with the consultant is being completed. |
| 3.1.6 | Evaluate whether local solid waste can begin to incorporate a compost component, similar to Des Moines, that would provide a source of compost for local gardens & production. | Achieved | Ken Miller | During FY22 311 cubic yards of USCC Certified Compost was distributed at no cost to Dubuque residents. The program will continue to offer compost to residents moving forward. |
| 3.1.7 | Consider an active policy supporting front yard food gardening. | Achieved | Mary Rose Corrigan | Current city ordinance allows front yard gardening. |

## Education + Empowerment Recommendations

| # | Name | Status | Assigned To | Last Comment |
|---|---|---|---|---|
| 3.2.1 | Incorporate and support recommendations from the 2017 update of the Community Solutions Action Plan into the implementation program for Imagine Dubuque. | On Track | Alex Baum | Through Project HOPE we are partnering with the City of Dubuque and ECIA to host a 2-day workshop on enhancing our affordable housing and homeless support systems. This workshop will be preceeded by the 2026 Data Walk, which will focus on affordable housing data.<br>Through Project HOPE and the Better Together Committee, continue to engage in analysis of current vulnerabilities for the local community given changes in federal policy and funding. Utilized this analysis to update communication plans and playbooks for local service members in order to respond to potential challenges. In addition, engaged additional underserved communities by targeted outreach from the Better Together Committee and connections through Project HOPE. Began work through the Better Together Committee on helping to address misinformation impacting immigrant populations.<br>Continued to share information from the 2025 Data Walk on economic mobility with residents, community leaders, and nonprofit partners. |
| 3.2.2 | Support and further community learning about best practices in equity and inclusion. | On Track | Alex Baum | Promoted DEI best practices through Envision Dubuque meetings and continued public engagements on the Community Equity Profile. Continued to provide trainings and speaking on best practices for including immigrant populations. The Better Together Committee has shared Know Your Rights information and other best practices to help keep immigrant families safe. Have supported local organizations with adjustments given changing state and national policy changes. Continue to promote and support community events like the Latinx Festival. |
| 3.2.3 | Work with community providers including non-profits, faith communities, and Dubuque-area colleges and universities to expand childcare options and resources, whether through on-site programs, clearinghouses for providers, or other means. | On Track | Alex Baum | Continued to partner with the City of Dubuque and other community partners on childcare access. Continue to implement the Business Champions for Child Care fund, which raises money to grant to child care centers to expand capacity and increase salaries. Developed and presented information on the results from the Business Champions for Child Care fund through the end of 2025. So far in 2026 the Child Care Solutions Fund has directly invested nearly $196,000 into local child care providers. This has led to providers reporting an 88% retention rate, as well as 120 staff across 24 centers receiving lump sum wage bonuses.<br><br>Supported care centers through the Every Child Reads program. Completed work with summer literacy opportunities in order to help prevent the summer slide by bolstering learning opportunities, including developing a website for summer learning options that is now online. |

## Arts + Culture Recommendations

| # | Name | Status | Assigned To | Last Comment |
|---|---|---|---|---|

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|---|---|---|---|---|
| 3.3.1 | Work with the City's Leisure Services Department to consider where and how recreation programming and use of public parks can bring cultural and arts events to neighborhoods that are isolated or distant from downtown. | Not Started | Bonnie Spurling | Discussions with Leisure services as to how Arts & Culture fit into their strategic plan. |
| 3.3.2 | Evaluate public transit and municipal parking policies relative to their success or gaps in providing weekend and evening access to key arts and culture facilities, particularly in Downtown Dubuque and around emerging areas and venues. | Not Started | Ryan Knuckey | This goal is being evaluated. More to come next update. |
| 3.3.3 | Promote partnerships to co-market events at the University of Dubuque's Heritage Center and the Arts @ Clarke series as part of the City's overall offerings. | Not Started | Bonnie Spurling | Clark University is active in the Art on the River exhibition through juror activity as well as collaboration with local artists. |
| 3.3.4 | Through partnerships with the Multicultural Family Center, senior citizen organizations/providers, the city's educational system, and local universities, explore ways to expand how residents think about "culture" and "arts" to include new and emerging forms and expressions. | Not Started | Bonnie Spurling | Currently working with the school systems and universities through Art on the River exhibition as well as providing tours to senior citizen organizations to provide insight into arts and culture in Dubuque. |

## Green Building + Historic Preservation Recommendations

| # | Name | Status | Assigned To | Last Comment |
|---|---|---|---|---|
| 3.4.1 | Recognizing the importance of historic preservation and adaptive reuse, promote waste recovery, and consider recruiting a Habitat for Humanity ReStore or other building reuse retailer. | Achieved | Ken Miller | Restore opened in December 2022. |
| 3.4.2 | Illustrate the tangible economic and sustainability benefits—direct, indirect, and induced—to Dubuque's economy and community from the work done by the City's historic preservation programming and the city's private and public sector partners. Communicate these benefits consistently to all of Dubuque's many constituencies. | Off Track | Christine Olson | Heritage Works as a non-profit is dormant, with no other private entity to take this on. |
| 3.4.3 | Work with Dubuque's regional development community to identify and access new and emerging funding options, including crowd funding, to support the ongoing rehabilitation of the city's historic properties. | Off Track | Christine Olson | Loss of the use of State Tax Credits for residential properties makes a bit impact on those properties, but it's not a huge impact overall. Other housing incentives have helped make using state and federal HTC more feasible, in order to layer funding sources. |
| 3.4.4 | Expand existing programs, such as HEART, to train additional local workers in preservation-related building trades. | On Track | Becky Bodish | We continue to exapnd and adjust our programming to meet the need in the community. Thank you for your support! |

## Community Safety Recommendations

| # | Name | Status | Assigned To | Last Comment |
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|---|---|---|---|---|
| 3.5.1 | Assess options for improving trash collection in Downtown Dubuque. | Achieved | Ken Miller | All downtown customers have a city-issue trash cart. |
| 3.5.2 | Review sidewalk implementation and repair plans, particularly for JFK Road and portions of Dodge Street, to identify places where better sidewalks would contribute to greater safety. | On Track | Justine Hull | No current repair projects for sidewalks have been shared with engineering staff for FY28 to prep for budget season. Dodge St & NWA project communications have been starting with DOT District 6 staff. Sidewalk inspection for repairs continue. |
| 3.5.3 | Assess areas of sub-standard lighting and investigate the cost and feasibility of installing additional lighting, particularly solar or LED lights; focus on Downtown Dubuque and other areas with cultural, arts, and community facilities that attract or could attract people from throughout the city. | On Track | Dave Ness | Minimal requests, currently working on better lighting around the Mission Gardens |
| 3.5.4 | Continue to support the Police Department's policies and initiatives around diversity, community and understanding, including the community liaison role. | Canceled | Jeremy Jensen | I do not believe this is allowable under HF856. |
| 3.5.5 | Explore the potential to provide training and financial resources for the Police Department and community organizations around managing mental health issues in the context of public safety. | On Track | Jeremy Jensen | Funding was approved to continue the one on one checks with a psychologist. This will need to be an FY28 funding decision if this is to continue. |
| 3.5.6 | Foster continued partnerships between the Dubuque Police and neighborhood associations to address safety and operations, especially as new or enhanced neighborhood recreation facilities are identified and designed. | Achieved | Jeremy Jensen | This is part of the PD culture since the mid-1990's. |

## Health Recommendations

| # | Name | Status | Assigned To | Last Comment |
|---|---|---|---|---|
| 3.6.1 | Actively promote partnerships and policies that address mental health and addiction, focusing on prevention and building community resilience rather than reactions. | Achieved | Mary Rose Corrigan | Opioid response ongoing with Dubuque Co Health Dept |
| 3.6.2 | Evaluate community-based options for supporting mental health, such as support groups for people experiencing depression, caregivers, and affected families. | At Risk | Mary Rose Corrigan | no action other than Police Dept response team with social worker |
| 3.6.3 | Explore the potential for Dubuque area health providers to "prescribe" fruits and vegetables as part of a strategy to combat obesity. | On Track | Mary Rose Corrigan | Crescent Community Health Center seeking grant funding for project |
| 3.6.4 | Promote in-school healthy food actions including school gardens, wellness, and exercise. | On Track | Rebecca Fellenzer | Nutrition Education and Promotion: Schools will provide nutrition education and engage in nutrition promotion that helps students develop lifelong healthy eating behaviors.<br>Physical Activity: Schools will provide students with age and grade appropriate opportunities to engage in physical activity that meet the Iowa Healthy Kids Act |

## Recreation Recommendations

| # | Name | Status | Assigned To | Last Comment |
|---|---|---|---|---|

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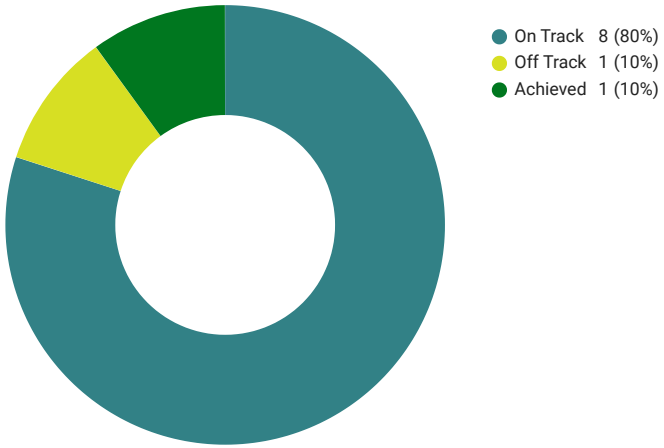
|---|---|---|---|---|
| 3.7.1 | Re-evaluate the parks and recreation plan, potentially through a strategic update or addendum, to identify opportunities to provide flexible, programmable space; improve active recreation connectivity in neighborhoods; and enhance Dubuque's "dog-friendliness." | On Track | Matt Kalcevich | With the Parks and Recreation Comprehensive Master Plan officially adopted and approved, much has been created to help move forward with the maintenance of existing spaces, the creation of potential new programming, and how to make access better to services for all residents. |
| 3.7.2 | Initiate a feasibility evaluation for a Community Center, potentially including indoor recreation and indoor/outdoor aquatic facilities, with an eye towards creating a multi-generational and central community gathering place that supports health, wellness, and social interaction among residents. | On Track | Matt Kalcevich | With the approval and adoption of the Parks and Recreation Comprehensive Master Plan, staff were able to activate funding for a study to explore options and assess feasibility. This process is set to activate this fall with a proposed RFP to be presented to City Council. |
| 3.7.3 | Evaluate and revise, as appropriate, the dog-related policies for all of Dubuque's park and recreation facilities. | On Track | Stephen J. Fehsal | No update this quarter. |

# Livable Neighborhoods + Housing

## Livable Neighborhoods + Housing Overview

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## Livable Neighborhoods Recommendations

| # | Name | Status | Assigned To | Last Comment |
|---|---|---|---|---|
| 4.1.1 | Continue to review the City's codes and incentives to ensure what is working continues, and that any other barriers are a priority to address and remove. | On Track | Mike Belmont | The City was picked by MMP students to evaluate the nuisance enforcement efforts, and tie those efforts to each ordinance/policy. The goal will be to have an understandable expectation for living in Dubuque, what constitutes a nuisance and reduce any duplicated efforts/ordinances in this area. |
| 4.1.2 | Recognizing the importance of historic preservation and adaptive reuse, promote waste recovery and consider recruiting a Habitat for Humanity ReStore or other building reuse retailer. | Achieved | Ken Miller | ReStore opened in December 2022. |
| 4.1.3 | Illustrate the tangible economic and sustainability benefits—direct, indirect, and induced—to Dubuque's economy and community from the work done by the City's historic preservation program and the city's private and public sector partners. Communicate these benefits consistently to all local, state and federal constituencies. | Off Track | Christine Olson | Heritage Works as a non-profit is dormant, with no other private entity to take this on. |
| 4.1.4 | Identify and collaborate with new partners in other fields, such as health and welfare, environmental, education, and the cultural arts to strengthen the links between Dubuque's neighborhoods and their evolving story. | On Track | Temwa Phiri | [Neighborhood Associations] Our goal is to sustain and activate current neighborhood associations. This work is on going, including 1:1 check in's with neighborhood leaders, attending scheduled neighborhood meetings, attending events/projects, supporting NA's via distribution of Neighborhood Support Grant, and organizing Quarterly Neighborhood Association Leadership Workshops. As of March, we have increased to 9 active Neighborhood associations with 3 new association interests, meeting our goal of increasing NA's. We have redesigned the distribution process of the Support Grant to sustain through out the year vs in previous years being fully encumbered before fiscal year end. |

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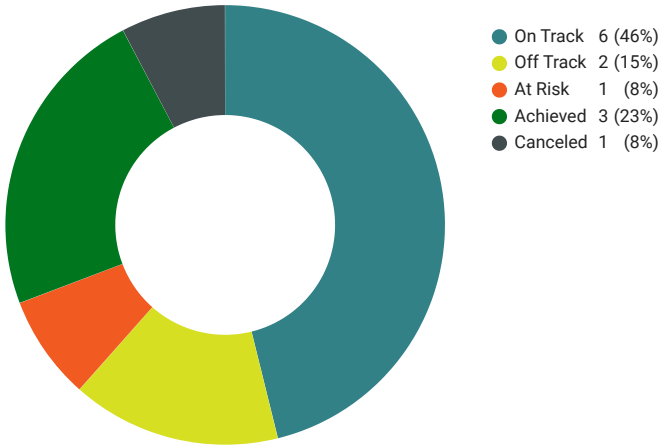
| 4.1.5 | Promote mixed-use development both downtown, within the John F. Kennedy Road Corridor, and key intersections along the Southwest Arterial. These mixed-use areas should provide a variety of residential choices, access to goods and services, and neighborhood amenities like parks and schools within a walkable environment. | On Track | Shena Moon | The City is actively working on an update to the Unified Development Code which will consider amendments that would further promote infill development in the downtown. The city has recently approved and construction has began for Rider on Main which is a new mixed-use project located in the heart of downtown at 5th and Main Streets. |

## Housing Recommendations

| # | Name | Status | Assigned To | Last Comment |
|---|---|---|---|---|
| 4.2.1 | Support the City's inspection programs as well as the Green and Healthy Homes Initiative. | On Track | Mike Belmont | Green and Healthy Homes Initiative should likely be removed from this. |
| 4.2.2 | Monitor affordability and housing stress, an important health indicator, annually. | On Track | Mary Bridget Deutsch | Housing and Community Development continues to monitor affordable and housing stress. This fall, city of Dubuque is a partner in a Housing Instability Enhancement Workshop. Partners in Dubuque will work to address affordable housing and homeless support during the Housing Instability System Enhancement Workshop that will be held on October 7 and 8. The workshop will bring together a diverse group of stakeholders to explore how we can collaborate around key needs and develop a clear roadmap for making systemic improvements for our community.<br><br>This workshop is being hosted as a partnership between:<br>The City of Dubuque Housing and Community Development Department,<br>The City of Dubuque Office of Community Impact & Neighborhood Support,<br>The East Central Intergovernmental Association (ECIA), and<br>The Community Foundation of Greater Dubuque.<br><br>This is another example of the City and Partners to monitor affordability and housing stress. |
| 4.2.3 | Look to increase wages and self-sufficiency opportunities in the community to make housing more attainable. | On Track | Jill Connors | Economic Development staff work with Greater Dubuque Development staff to attract and retain quality employers.<br><br>Housing & Community Development staff facilitate a family self-sufficiency program.<br><br>Following a September 2022 City Council approval of the use of more aggressive housing incentives, City staff have reviewed plans for the creation of more than 2,500 housing units in a variety of price points and rental/ownership. City Council approved an updated housing creation and building redevelopment grant guidelines which now allow for incentivizing for sale condos in existing multi-family buildings.<br><br>Economic Development staff continue to draft development agreements for both housing creation projects and job creation projects. |
| 4.2.4 | Adopt and implement a mix of educational/outreach programs to increase housing provider participation in Housing Choice Voucher program. | On Track | Gina Hodgson | Ongoing education for landlords by attending monthly Landlord Association meetings and providing additional trainings and information as needed. |
| 4.2.5 | Adopt and implement a mix of financial incentives/policies for creation of Housing Choice Voucher units throughout community. | On Track | Gina Hodgson | The City utilizes development agreements and TIF to encourage and support the creation of voucher units throughout the community.<br><br>Several new apartments will accept vouchers:<br>-Emri (48)<br>-Union at the Marina (201) |

# Community Facilities

## Community Facilities Overview

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## Infrastructure Recommendations

| # | Name | Status | Assigned To | Last Comment |
|---|---|---|---|---|
| 5.1.1 | Continue to expand the sanitary sewer collection system to meet growth needs, particularly in proximity to the Southwest Arterial, the West End, and the South Port. | At Risk | Todd Irwin | The Middle Fork sanitary sewer interceptor upgrade project funding, for construction, was moved out 3 years. Design is continuing but at a slower pace. The South Fork sanitary sewer interceptor upgrade project design is on track and is scheduled to be bid late fall of 2026 with construction in 27/28. |
| 5.1.2 | Utilize the results of the water system dynamic model (currently under development) to identify current needs, as well as plan for future growth of the community. | On Track | Chris Lester | The dynamic water distribution model is fully operational and continues to enhance system performance by improving pressure management, balancing system demands, optimizing the use of water towers and storage tanks, and supporting fire flow capabilities. The model also promotes improved water quality by reducing water age through more efficient system operation.<br><br>In addition, the model provides valuable data following water main breaks, allowing staff to analyze trends related to pipe material, age, elevation, and the potential need for air release infrastructure to better inform future maintenance and capital improvement decisions.<br><br>Funding has been approved in the FY2027 budget for the development of a Water Distribution System Master Plan. This effort will complement the dynamic water model by evaluating future growth areas, identifying infrastructure needs, and establishing a long-term strategy for expanding the City's water distribution system. |
| 5.1.3 | Continue the integration of the former Vernon Township and Barrington Lakes water systems into the overall City of Dubuque system. | Achieved | Chris Lester | Project is completed and meeting expansion needs. |
| 5.1.4 | Update the city-wide stormwater management ordinance to guide future growth and development and to address onsite infiltration and sustainable development practices. | Off Track | Maxwell O'Brien | MS4 permit cycle has expired. Team is working on updates to permit with IDNR and has also rebuilt MS4 compliance tracking system as the program previously used was discontinued with no warning from the software manufacturer. Ordinance update discussions are ongoing with the team. City has solicited qualifications from consultants for Stormwater Management Program and is negotiating detailed task order with the awarded consultant, which will include tasks that evaluate and recommend changes to City stormwater ordinances. |
| 5.1.5 | Continued expansion of fiber optic access throughout the community. | Achieved | Dave Lyons | Nearing Universal availability. Analyzing remaining gaps with providers for collaborative solutions |

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| 5.1.6 | Partner with Green Dubuque and other similar organizations to define metrics to monitor progress on environmental goals as outlined in | On Track | Gina Bell | While there are no organizations that are filling this niche, Sustainabilty Sips is bringing interested individuals, some associated with groups, together to discuss the Climate Action Plan and implementation and metrics. |

## Public Safety Recommendations

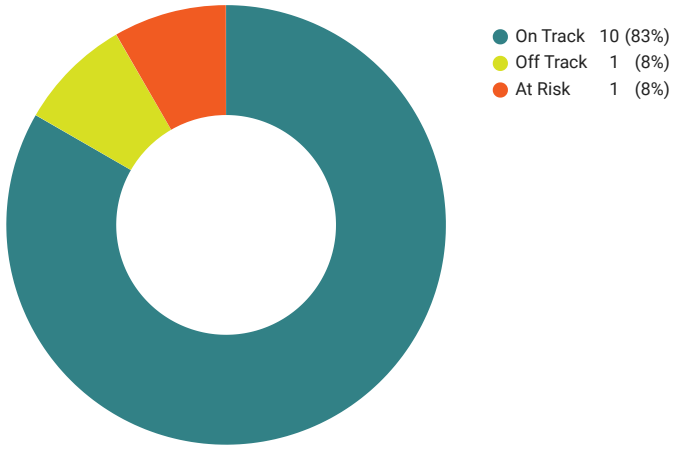
| # | Name | Status | Assigned To | Last Comment |
|---|---|---|---|---|
| 5.2.1 | Ensure budget and staffing needs for all City Departments as Dubuque's population grows. | On Track | Jenny Larson | The Fiscal Year 2023 budget included the addition of 30 full-time employees and the Fiscal Year 2024 budget included the addition of 22 full-time employees, which are unprecedented increases in the City's workforce. |
| 5.2.2 | Identify and document deficiencies of existing 911 Communications Center and explore facility expansion. | Achieved | Jessica George | Moving will happen to 7900 Chavenelle |
| 5.2.3 | Continue to explore the possibility of adding a police substation to further community policing efforts and adequate geographic coverage. | Canceled | Jeremy Jensen | This is part of the space and needs study. |
| 5.2.4 | Explore potential future sites for an additional or relocated fire station with access to the Southwest Arterial. | On Track | Amy Scheller | Vendor has provided first set of travel time data analysis, city GIS, data, and planning teams meeting this week to review. Vendor has provided initial list of locations for city review and vetting. This will be aligned with current fire station facilities assessment and budget review to align with future site evaluation and long term fire station facility plan. |

## Municipal Recommendations

| # | Name | Status | Assigned To | Last Comment |
|---|---|---|---|---|
| 5.3.1 | Explore the potential for a small library branch within the West End. | Off Track | Nick Rossman | More recent public input has expressed an interest for upgraded facilities at current site as opposed to a branch library, with the exploration of better materials pick up options available and other mobile library services |
| 5.3.2 | Monitor market conditions and strategically implement the Chaplain Schmitt Island Master Plan and other emerging plans. | On Track | Jill Connors | Planning and development of new amenities on Chaplain Schmitt Island have slowed significantly, now that the construction of the Key Hotel and amphitheater is complete.<br><br>In following the master plan for the area, the lease extension with American Marine will propose a year-to-year lease for the current camping area that could ultimately allow for the construction of condos/apartments. Lease negotiations are slow but steady.<br><br>Chaplain Schmitt Island is included in the area that staff are submitting to IEDA for designation as an Opportunity Zone. If selected for that designation, development will be able to take advantage of Opportunity Zone Funds. |
| 5.3.3 | Repurpose the Five Flags Center according to | On Track | Matt | City staff along with member of the team at Oak View Group are meeting on a regular basis to discuss current issues and the future of the facility. This has |

# Transportation + Mobility

## Transportation + Mobility Overview




## Legend

The following status definitions are used to provide an update on progress toward Imagine Dubuque's recommendations.

**In Progress Statuses:**

**On Track:** Recommendation implementation is moving forward, with **multiple actions** in motion and **steady progress** being made towards realizing the recommendation, or recommendation implementation **is ongoing** with continuity and growth in progress.

**Off Track:** Recommendation implementation is in the **early stages** of moving forward by way of active organizing, connecting with partners, planning and data collection, and/or a few early action items.

**At Risk:** Recommendation implementation has **not yet begun, has a roadblock or made little progress.** Needs will vary and may include funding, coordination, time, and staffing.

**Not Started:** Work on this recommendation has not begun.

**Completed Status:**

**Achieved:** Recommendation has been **completed** and work on it has ended.

## Complete Streets Recommendations

| # | Name | Status | Assigned To | Last Comment |
|---|---|---|---|---|
| 6.1.1 | In the JFK corridor, identify short-term and long-term opportunities to facilitate a more complete pedestrian network. | On Track | Justine Hull | S.T.R.E.E.T.S is working on installing direct message boards - JFK is part of this routing. JFK at Eisenhower is the first crosswalk we have with audible crosswalk buttons - talks about updating Asbury & JFK as well. Long term connectivity will still need to be evaluated and prioritized. |
| 6.1.2 | For all Dubuque corridors, assess opportunities to plan and design for complete street elements during each stage of maintenance and project development cycle. | At Risk | Justine Hull | Pavement markings annual project is currently underway. Complete street elements do need policy back up with electric scooters/bikes for use of street. Once determined - signage and education can help Dubuque's understand the complete street elements. |
| 6.1.3 | Work from the City's comprehensive network plan for Complete Streets, including the Tri-State Biking/Walking Plan and the Dubuque Metropolitan Area Transportation Study 2045 Long Range Transportation Plan, when making investment decisions in individual corridors. | On Track | Justine Hull | Mobility plans and projects like the TAP grant Bee Branch trail connection to the millwork are under contract and will be constructed this calendar year, and other conversations are being had by Mobility Committee. White St. got another TAP grant for the construction of the Cycle Track that would be on the west side of White St. from 5th to 19th St., which a proposed connection to 16th St as well. Other priorities on next steps would be needed; could think about JFK connections too. |
| 6.1.4 | When properties redevelop, as appropriate, work to re-orient development to the street level, rather than separated from the street by parking lots and pursue opportunities to acquire right-of-way where beneficial. | On Track | Shena Moon | The City is actively working on an update to the Unified Development Code which will consider amendments that may promote infill development and revised parking requirements throughout the city. The city has previously removed the minimum off-street parking requirements for properties located in some downtown historic districts which has alleviated the burden of providing additional off-street parking when exploring adaptive reuses for properties located in those districts. |

## Public Transportation Recommendations

| # | Name | Status | Assigned To | Last Comment |
|---|---|---|---|---|
| 6.2.1 | Continue making improvements to the fixed-route bus service that provides efficient travel options, focusing on high-performing transit corridors. | On Track | Jodi Johnson | A consulting firm has been chosen for the Areas of Persistent Poverty grant. The firm will conduct a study and make recommendations for route improvements. |
| 6.2.2 | Continue to extend bus service hours where it is most effective and provides valued accessibility improvements to the community. Look for opportunities to provide more efficient and direct routes to connect residents to resources and amenities. | On Track | Jodi Johnson | A consulting firm has been chosen for the Areas of Persistent Poverty grant. The firm will conduct a study and make recommendations for route improvements. |

## Air Travel Recommendations

| # | Name | Status | Assigned To | Last Comment |
|---|---|---|---|---|
| 6.3.1 | Given the current competitive nature of the airline industry, advocate for airline service expansion at the Dubuque Regional Airport. This includes continuing to leverage local incentive funding to target expansion of airline service | Off Track | Todd Dalsing | DBQ Air has no Federal, State Grants or Community Funds to offer MRG to Air Carriers. DBQ Air LLC, private public partnership with members representing DBQ Airport, City of Dubuque, Dubuque County, Chamber, GDDC, Travel Dubuque, DRA and supporting staff working with Air Service Consultant was formed and continue to pursue options to restore daily scheduled air service to DBQ. Funding mechanism(s), existing federal program (SCASD), exploring new consortium of national airports to present new federal program (RESTORE) through 2028. |
| 6.3.2 | Target new development around the airport to more compatible uses such as light industrial, warehousing, and agriculture. Uses such as residential are particularly sensitive to airplane operations noise. | On Track | Todd Dalsing | DBQ staff working with Airport Engineers FOTH has assembling DBQ Airport Development Plan working document and available on DBQ Airport website. |

## Regional Connections Recommendations

| # | Name | Status | Assigned To | Last Comment |
|---|---|---|---|---|
| 6.4.1 | Understanding the critical importance surrounding communities play in staffing jobs in Dubuque, continue to collaborate with surrounding state Departments of Transportation to promote safe, efficient regional roadway connections through Dubuque. | On Track | Bob Schiesl | Greater Dubuque Development Corporation's Access to Markets webpage outlines roadways, air service and freight to help businesses understand Dubuque's connections.<br><br>Dubuque Metropolitan Area Transportation Study (DMATS) convenes the City, County, regional coalition of governments (ECIA), the Iowa, Illinois, and Wisconsin Departments of Transportation, transportation agencies and community leaders to respond to and plan for the region's transportation needs.<br><br>DMATS staff and partners to continually update the long range transportation plan.<br><br>The Southwest Arterial was completed in August 2020, becoming designated as US Highway 52 and providing an important highway connection between US Highway 20 and US Highway 61/151.<br><br>The rehabilitation and reconstruction of the Northwest Arterial from US20 to JFK Road was completed in August 2023, to bring it into a state of good repair as part of its transfer of jurisdiction from the Iowa DOT to the City of Dubuque following the completion of the Southwest Arterial.<br><br>In 2022, the City received a $2.3 million RAISE Planning Grant to assist with the $4.4 million planning and design costs of the B2E2 project. The Dubuque Racing Association (DRA) provided a $750,000 contribution as a local cash match to make the planning grant a possibility.<br><br>In June 2024, the City was awarded a $25 million Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Infrastructure Implementation Grant from the U.S. Department of Transportation. The total construction cost for the initial phases of the B2E2 project is estimated to be $38.7 million. In |

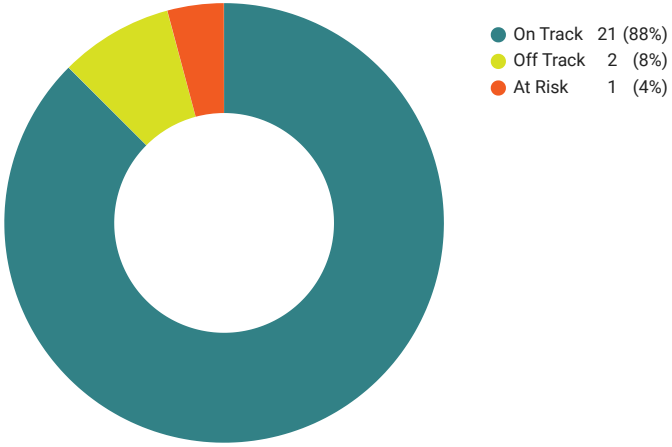
| | | | | |
|---|---|---|---|---|
| | | | | addition to the $25 million RAISE grant, Dubuque Metropolitan Area Transportations Study (DMATS) will contribute $9.2 million, the City will contribute $3.6 million, and the Canadian Pacific Kansas City railroad will contribute $1 million. With the $4.4 million dollars in planning and engineering costs, the total expenditure for the project will exceed $43 million. Construction will be completed in phases from 2027 to 2030. |
| 6.4.2 | Through political and funding channels, continue to advocate for passenger rail service and a complete four-lane highway connection to Chicago. | On Track | Bob Schiesl | The Dubuque Metropolitan Area Transportation Study and Regional Planning Affiliation 8 completed a Passenger Rail Feasibility Study that examines the establishment of a Rockford-to-Dubuque route, providing an important part of the planning if Chicago to Dubuque service is to be realized.<br><br>Illinois anticipates completing the first leg of service, reinstating Chicago to Rockford service by 2025.<br><br>Ride the Rail is a citizen-led group working to advocate for rail service from Chicago to Dubuque and educate the community about benefits from the service and progress toward achievement.<br><br>In June 2022, US Route 20 was downsized in the City of East Dubuque from four lane to three lane in order to develop shoulders and a center turning lane. This change addressed safety concerns. |

## Automobile Travel Recommendations

| # | Name | Status | Assigned To | Last Comment |
|---|---|---|---|---|
| 6.5.1 | Identify the required project development steps and funding to implement the City of Dubuque roadway projects prioritized in the Dubuque Metropolitan Area Transportation Study 2045 Long Range Transportation Plan. | On Track | Bob Schiesl | The completion of the $165 million Southwest Arterial/US Highway 52 in August 2020 is the result of an over thirty-year planning and development process. This project allows for the transfer of jurisdiction of the Northwest Arterial, Central Avenue, and White Street from the State of Iowa to the City of Dubuque.<br><br>In 2022-2023 the City completed a major rehabilitation and reconstruction of the Northwest Arterial from Highway 20 to John F. Kennedy Road.<br><br>Dubuque's STREETS Project leads nationally with continued improvements to traffic efficiency and safety.<br>Continued improvement of traffic with roundabouts throughout the city, with emphasis on safety and flow for vehicles, bicycles and pedestrians.<br><br>In 2022, the City received a $2.3 million RAISE Planning Grant to assist with the $4.4 million planning and design costs of the B2E2 project. The Dubuque Racing Association (DRA) provided a $750,000 contribution as a local cash match to make the planning grant a possibility.<br><br>In June 2024, the City was awarded a $25 million Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Infrastructure Implementation Grant from the U.S. Department of Transportation. The total construction cost for the initial phases of the B2E2 project is estimated to be $38.7 million. In addition to the $25 million RAISE grant, Dubuque Metropolitan Area Transportations Study (DMATS) will contribute $9.2 million, the City will contribute $3.6 million, and the Canadian Pacific Kansas City railroad will contribute $1 million. With the $4.4 million dollars in planning and engineering costs, the total expenditure for the project will exceed $43 million. Construction will be completed in phases from 2027 to 2030.<br><br>City Council Priority Agenda Alignment 2025 – 2027 Top Priorities:<br>Street Maintenance/Rehabilitation Program<br><br>City Council Priority Agenda Alignment 2025 – 2027 High Priorities:<br>Continued Implementation of Central Avenue Revitalization Plan<br>East-West Corridor/Roundabouts Projects |
| 6.5.2 | Continue being a national leader in leveraging technology and other Intelligent Transportation System solutions to improve vehicular mobility and safety on the Dubuque street network. | On Track | Dave Ness | This quarter, we purchased LiDAR systems from multiple manufacturers, including Ava and Ouster, for deployment at key locations over the next quarter while continuing to develop advanced traffic video analytics through public-private partnerships. Our industry partners are eager to compare the performance of LiDAR and camera-based technologies as we work toward a hybrid detection platform that combines the precision of LiDAR with the City's extensive camera network to deliver enhanced vehicle detection, classification, vehicle type and color identification, and other transportation analytics. This collaborative approach maximizes the value of existing infrastructure while helping Dubuque remain at the forefront of intelligent transportation innovation. |

# Land Use

## Land Use Overview

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**Not Started:** Work on this recommendation has not begun.

**Completed Status:**

**Achieved:** Recommendation has been **completed** and work on it has ended.

## Single-Family Recommendations

| # | Name | Status | Assigned To | Last Comment |
|---|---|---|---|---|
| 7.1.1 | Serve neighborhood needs such as education, housing, and recreation equitably while maintaining a viable, livable atmosphere and reducing environmental impacts. | On Track | Shena Moon | The City is actively working on an update to the Unified Development Code which will consider amendments that will promote infill development of a variety of types of uses. |
| 7.1.2 | Integrate future neighborhoods into Dubuque via access to trails, open space, and other recreational and educational amenities and connections to needed goods and services. | On Track | Shena Moon | The City continues to review all projects to ensure that access to trails, open space and other recreational educational amenities and connections are considered. |
| 7.1.3 | Integrate new development into the natural environment by protecting significant woodland, prairie, and wetland areas and avoiding steep slopes. | On Track | Shena Moon | The City is actively working on an update to the Unified Development Code which will consider amendments to landscaping and green space requirements. The code will continue to and perhaps also expand on the sustainability efforts to promote protecting woodland, prairie, and wetland areas. |

## Multi-Family Recommendations

| # | Name | Status | Assigned To | Last Comment |
|---|---|---|---|---|

| | | | | |
|---|---|---|---|---|
| 7.2.1 | Encourage a mix of housing affordable for all segments of Dubuque's population throughout the community, including options for those who might be saving for their first home. | On Track | Shena Moon | The City continues to offer financial incentives to encourage development of new housing and/or revitalization of existing housing. The City is actively working on an update to the Unified Development Code which will consider amendments that will promote infill development and will allow for various types of residential housing types for all residents of the community. |
| 7.2.2 | Encourage new multi-family development in proximity to jobs to minimize transportation costs. | On Track | Shena Moon | The City continues to offer financial incentives to encourage development of new housing and/or revitalization of existing housing in close proximity to jobs and/or to public transit stops. The City is actively working on an update to the Unified Development Code which will consider amendments that will promote infill development, and will allow for various types of residential housing types throughout the city. |
| 7.2.3 | Integrate multi-family development within mixed-use areas identified on the Future Land Use Map for increased access to goods and services in a walkable environment. | On Track | Shena Moon | The City is actively working on an update to the Unified Development Code which will consider amendments that will promote infill development and will allow for various types of residential housing types for all residents of the community. |

## Mixed-Use Recommendations

| # | Name | Status | Assigned To | Last Comment |
|---|---|---|---|---|
| 7.3.1 | Create a vibrant environment where residents can live, work, and play within walking and biking distance of their home and opportunity sites throughout the community. | On Track | Shena Moon | The City continues to plan for the creation of bike/hike trails throughout the City. The City also continues to offer incentives for the creation of housing. The City is actively working on an update to the Unified Development Code which will consider amendments that will promote infill development and will allow for various types of residential housing types for all residents of the community. |
| 7.3.2 | Evaluate potential modifications to the existing C-2A Mixed-Use Neighborhood Zoning District, or creation of a new zoning classification, to accommodate larger mixed-use areas that may include ground floor residential space. | On Track | Shena Moon | The City is in the process of updating the Unified Development Code. The update will include an evaluation of the City's current zoning districts and will include more research into how the City can allow for more mixed-use and residential development in the downtown, as well as others parts of the City. |
| 7.3.3 | Work with property owners and developers to encourage and create walkable, mixed-use developments in locations identified on the Future Land Use Map. | On Track | Shena Moon | The City is in the process of updating the Unified Development Code. The update will include an evaluation of the City's current zoning districts and will include recommendations for how more research into how the City can allow for more mixed-use and residential development in the downtown, as well as others parts of the City. Promoting infill development and mixed uses throughout the city will aid in creating a walkable neighborhoods. |
| 7.3.4 | Integrate a variety of residential product types in mixed-use areas, including multi-family products such as townhomes and apartments, but also incorporating some single-family housing. | On Track | Shena Moon | The City has begun the process to update the Unified Development Code. The update will include an evaluation of the City's current zoning districts and will include recommendations for how the City can allow for more mixed-use and residential development in the downtown, as well as others parts of the City. |

## Institutional Recommendations

| # | Name | Status | Assigned To | Last Comment |
|---|---|---|---|---|
| 7.4.1 | Support essential public facilities and services for future growth and ensure that everyone in the community has equitable access to these services. | On Track | Gus Psihoyos | Old Mill phase one and two projects are currently planned to be completed this December also old mill Phase 4 project , South Fork Sanitary Sewer is scheduled to begin later this winter, the phase three project of the old mill is currently in the five year CIP project and both the South fork and Middle fork are currently being designed |
| 7.4.2 | Explore a new school site to serve future growth areas, particularly within the Southwest Arterial corridor. | Off Track | Mark Lange | No progress this quarter |
| 7.4.3 | Integrate new institutional uses such as churches or non-profits in proximity to residents they serve. Such uses may be particularly appropriate in future mixed-use areas. | On Track | Shena Moon | The majority of the City's zoning districts allow places of religious exercise or assembly as a permitted use. The City is in the process of updating the Unified Development Code which will evaluate what uses are appropriate in all zoning districts. |

## Commercial Recommendations

| # | Name | Status | Assigned To | Last Comment |
|---|---|---|---|---|
| 7.5.1 | Be responsive to market demands and the needs of residents by providing key retail and employment centers. Ensure that such development does not impact the quality of life in adjacent residential neighborhoods. | On Track | Jill Connors | City staff have developed programs to support redevelopment of buildings for mixed use, and coordinate with Dubuque Initiatives to fill Central Corridor storefronts. The grant programs have been updated to make them more useful to smaller redevelopment projects.<br><br>We have contracted with Neighborhood Evolution to develop an ecosystem of small scale development to help with these efforts.<br><br>Dubuque Main Street develops and carries out grant and loan programs to improve the physical condition of downtown retail locations, as well as acts as a point of contact and collaborator to address downtown businesses' needs. The City has recently committed $60,000 to this effort, with a focus on the Central Avenue corridor. And a proposed program in the FY27 budget would continue this work.<br><br>Greater Dubuque Development staff engage employers to attract and retain quality jobs in our market.<br><br>The property formerly Enders Diagnostic on Central Avenue is now being developed to accommodate food trucks and other small businesses (including a mobile local grocery). |
| 7.5.2 | Explore additional opportunities for limited commercial development within neighborhoods to provide enhanced local access to day-to-day goods and services like convenience goods, dry cleaning, etc. Such uses are typically best located at major intersections. | On Track | Jill Connors | The property formerly Enders Diagnostic is being redeveloped to accommodate food trucks and small, local businesses - including a mobile local grocery truck. This brings fresh food to a food desert. |
| 7.5.3 | Continue to concentrate commercial uses with a regional draw along major transportation corridors, including downtown. | At Risk | Jill Connors | Greater Dubuque Development Corporation had hired Retail Strategies to attract new retail to Dubuque, but no new retailers have come to town recently so that contract has not been renewed.<br><br>There is also the challenge that national retailers use their algorithms to determine where to locate, and traffic patterns and population numbers limit the retailers that are interested in coming to Dubuque. When they do come, it's along Highway 20/on the west end - not in the downtown area. |

## Industrial Recommendations

| # | Name | Status | Assigned To | Last Comment |
|---|---|---|---|---|
| 7.6.1 | Attract large employment centers with access to infrastructure facilities. Ensure that such development does not disproportionately impact residential areas. | On Track | Nic Hockenberry | Greater Dubuque Development, the City, and Origin Design are looking at ways to extend utility infrastructure to the Cascade Road quadrant off the SW Arterial. |
| 7.6.2 | Allow for appropriate expansion of existing industrial parks as identified on the Future Land Use Map. | On Track | Nic Hockenberry | Capital Expansion Projects<br>1 New Project: (Manufacturing)<br>4 Projects Underway: (Behnke Enterprises, HODGE, Vanguard Enterprises, WHKS & Co.)<br>10 Projects Under Consideration |
| 7.6.3 | Explore additional industrial development opportunities near the Dubuque Regional Airport, particularly in the U.S. Highway 61 corridor. | Off Track | Jill Connors | Any efforts to date have focused on onsite development opportunities. No focus has been made to date on Hwy 61 near the airport. However, staff does continue to market the Crossroads area. |

## Parks Recommendations

| # | Name | Status | Assigned To | Last Comment |
|---|---|---|---|---|
| 7.7.1 | Preserve key environmental features and provide recreational opportunities for all segments of the population through a variety of demanded active and passive options. | On Track | Matt Kalcevich | The Parks Division is focused on this as a main component of the way we manage our system of parks and natural spaces. More discussion and research is being done to assess how to do more to actively preserve those areas. A focus on areas that can be transformed back to more native vegetation to help with wildlife and pollinators is a priority. |
| 7.7.2 | Continue to work closely with the School District to locate and, where appropriate, share facilities to serve existing and future neighborhoods. | On Track | Matt Kalcevich | Multiple partnerships are in place to provide for students. The afterschool program is still available as part of the partnership along with the 4-5 grade sports programming, which continues to grow each year, and did so again this spring. School employees work closely with City staff to ensure all aspects of programming is ready for each season and functioning at it's best. |
| 7.7.3 | Link existing and future development with open space and trail corridors. | On Track | Jason Duba | -The TAP project planned to link the downtown bike lanes with the Bee Branch trails is proceeding with a contractor selected and construction anticipated in August 2026. This would connect downtown development, including the Millwork District, with the Bee Branch, Chaplain Schmitt Island, north side neighborhoods, and the Heritage Trail.<br><br>-A new TAP grant of $905,000 was applied for and received from DMATS for the White Street two-way bicycle track proposed by the Central Avenue and White Street Corridor Study, which was adopted by Council. A State Recreational Trails grant application was also submitted to Iowa DOT. This facility would go from 5th Street to 19th Street.<br><br>-The Dubuque Forward Downtown Development Strategy was released and recommends several new open spaces and enhanced streetscapes. |
| 7.7.4 | Continue to explore additional recreational opportunities along the riverfront. | On Track | Matt Kalcevich | Staff are working with multiple partners and evaluating several projects to help bring people to the riverfront and enjoy more activity in that area. This includes Maus Park (and a group that was formed out of the Envision 2030 initiative focusing on captivating shorelines), activity and beatification concepts along Volunteer Drive, areas around the South Port, and other potential opportunities to engage with the river. |
| 7.7.5 | Work with residents and local groups to explore creation of a mountain biking facility in Dubuque. | On Track | Matt Kalcevich | Use of natural areas, in several existing parks, are being assessed to determine the feasibility of these kinds of additions. Staff is working with local partners to explore how that could help make this possible. |

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August 3, 2026

**City of Dubuque**
**City Council**

**CONSENT ITEMS # 1.**

| | |
|---|---|
| **ITEM TITLE:** | Minutes and Reports Submitted |
| **SUMMARY:** | City Council Proceedings of July 20, 2026; Historic Preservation Commission of June 18, 2026; Zoning Board of Adjustment of June 25, 2026. |
| **SUGGUESTED DISPOSITION:** | Receive and File |

**ATTACHMENTS:**

1. 7 20 26 City Council Minutes
2. Minutes ZBA 06-25-26 Approved
3. Minutes 06-18-26 - Approved

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

The Dubuque City Council met in special session at 6:00 p.m. on July 20, 2026, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Leyendecker, Resnick, Roussell, Sprank, Staver, Wethal; City Manager Van Milligen, Assistant City Attorney Lehman.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on Greater Dubuque Development Corporation.

**WORK SESSION**
**Greater Dubuque Development Corporation Quarterly Update**

President and CEO Jason White and Director of Regional Development Nic Hockenberry presented a quarterly update on Greater Dubuque Development Corporation. In response to a question, Hockenberry some of the ways that Artificial Intelligence (AI) was impacting the job market.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:29 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

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

The Dubuque City Council met in regular session at 6:30 p.m. on July 20, 2026, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Leyendecker, Resnick, Roussell, Sprank, Staver, Wethal; City Manager Van Milligen, Assistant City Attorney Lehman.

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

## PLEDGE OF ALLEGIANCE

## SWEARING-IN

1. Swearing-In Police Chief Joe Messerich: City Manager Michael Van Milligen swore in Police Chief Joe Messerich.

## PRESENTATIONS

1. U.S. Food & Drug Administration's Voluntary National Retail Food Regulatory Program Standards Recognition: Public Health Director Mary Rose Corrigan introduced Michael Nordos, Retail Food Specialist, Branch II of the U.S. Food & Drug Administration (FDA), who recognized Environmental Sanitarian Tim Link for overseeing the City's completion of the FDA's Voluntary National Retail Food Regulatory Program Standards.

## PROCLAMATIONS

1. Dubuque County Fair Week (July 28 - August 2, 2026) was accepted by Dubuque County Fair General Manager John Bries on behalf of the Dubuque County Fair Association.

2. Community of Colleges Week (August 3 - 7, 2026) was accepted by Greater Dubuque Development Corporation's (GDDC) Director of Regional Development Nic Hockenberry on behalf of GDDC and area colleges and universities.

## CONSENT ITEMS

Cavanagh requested Item No. 14 be held for separate discussion. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated, except for Item No. 14. Seconded by Wethal. Motion carried 7-0.

1. Minutes and Reports Submitted: City Council Proceedings of July 6, 2026; Zoning Advisory Commission of June 3, 2026; Proof of Publication for City Council Proceedings of June 1 and 15, 2026. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Rick Ackley for property damage; Terry Willenborg for property damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Delora Belanger for property damage; Dan and Beth Kennedy for property damage; Patricia James for personal injury and vehicle damage; Robert and Elizabeth Leibfried for property damage; Jon Roth for property damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 272-26 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

5. Pre-annexation Agreement – LRS Development, LLC: Upon motion the documents were received and filed, and Resolution No. 273-26 Approving a Pre-Annexation Agreement between the City of Dubuque, Iowa and LRS Development, LLC was adopted.

6. Final Plat of Voncarlowitz Place No. 2: Upon motion the documents were received and filed, and Resolution No. 274-26 Authorizing Approval Of The Plat Of Survey Of Voncarlowitz Place No. 2, Dubuque County, Iowa was adopted.

7. Acceptance of Grant of Easement for Public Sidewalk from Kennedy Mall, Ltd.: Upon motion the documents were received and filed, and Resolution No. 275-26 Accepting A Grant Of Easement For Public Sidewalk Over And Across A Part Of Lot 1-1-1-1-1 Of Hawkeye Stock Farm In Sections 27 And 28, Dubuque Township, In The City Of Dubuque, Dubuque County, Iowa was adopted.

8. Plat of Survey for Right of Way Dedication – Portions of Main Street, West 7th Street, and a 30’ Wide Alley as Part of the Northeast Iowa Community College (NICC) Building Entrance Improvements Project: Upon motion the documents were received and filed, and Resolution No. 276-26 Approving The Plat Of Survey For Right Of Way Dedication Of City Lot 25A, In The City Of Dubuque, Iowa was adopted.

9. Urban Sustainability Directors Network (USDN) Catalyst Fund Grant Award Acceptance: Upon motion the documents were received, filed, and approved.

10. Resolution Approving a Grant Agreement with Limestone Legacy, LLC for the Facade Rehabilitation of 243 W 10th Street: Upon motion the documents were received and filed, and Resolution No. 277-26 Approving A Grant Agreement By And Between The City Of Dubuque, Iowa And Limestone Legacy, LLC For The Redevelopment Of 243 W 10th Street was adopted.

11. Signed Contracts: American Marine for Spring maintenance on fire boat; Big River Sign Company for Wrap and Graphics – Technical Rescue TRT 4; Contract Authority Reports for Mary Rose Corrigan, Deron Muehring and Amy Scheller; Dubuque County Board of Health for the Childhood Lead Poisoning Prevention Program; East Central Intergovernmental Association for a workplan for the EPA FY26 Brownfield Assessment Grant; Engine 18 Solutions for enrichment opportunities; Fehr Graham for Professional Engineering Services for Madison Park Equipment Replacement and Murphy Park Equipment Replacement; Fred Jackson Tuckpointing for the City Hall North Basement Wall - City Hall Wall and Tuckpointing; Geisler Brothers Co for Building 75 Roofing Repair; Geisler Brothers Co for WRRC As-Needed HVAC Services; Giese Sheet Metal Co Inc for equipment maintenance; Giese Sheet Metal Co Inc for Low Ambient kits with Motor Master; HACH for Field Service Repair of Analytical instruments; Hulscher Fencing, Inc. for the Veterans Memorial Park Pickleball Fence Project; Hupp Electric Motors for Centrifuge Hoist Repair; Kruser Septic

Service for Vacuuming & Jetting Services; Landmark Turf Services, LLC for Weed Control Flood Control System Spraying Annually; Midwest Injection, INC for the WRRC Digester #4 Cleaning; MMC Mechanical Contractors for HVAC Replacement Headquarters; Modern Companies for Demo Natural Gas Piping and Cap Heating Hot Water Piping; SERVPRO for Water Remediation Services for Fire Station 2; Swift Landscaping and Lawn Care for FY2026 WRRC Landscaping; Top Grade Excavating, Inc for Emergency Stormwater Repair Near W 5th Street and Hill Street; Top Grade Excavating, Inc for the WRRC Rock Roadway; Tricon General Construction, Inc. for the 2026 Terminal Street Pumping Station Rehabilitation; Tschiggfrie Excavating for WRRC Building 90 Shop Floor Replacement; Valentine Construction Company for the Fire Station 5 and 6 Concrete Sidewalk, Driveway, and Truck Bay Improvements; Vrban Fire Protection for Sprinkler Head Testing; Westphal & Company for Cedar St. Pumping Station P1 Motor Feeder Replacement; Westphal & Company for Centrifuge Room Lighting Replacement; Westphal & Company for Desk Relocation Power and Data. Upon motion the documents were received and filed.

12. Eagle Point Water Treatment Plant Roof Rehabilitation Project - Project Acceptance: Upon motion the documents were received and filed, and Resolution No. 278-26 Accepting The Eagle Point Water Treatment Plant Roof Rehabilitation Project And Authorizing Final Payment To The Contractor was adopted.

13. Well No. 7 Rehabilitation - Phase 3 Project Award Construction Contract: Upon motion the documents were received and filed, and Resolution No. 279-26 Awarding The Public Improvement Contract For The Well No. 7 Rehabilitation - Phase 3 Project was adopted.

14. Contracted Services Agreement – Crescent Community Health Center: Motion by Roussell to receive and file the documents and approve the agreement. Seconded by Sprank. Cavanagh announced he would abstain from this item due to his wife's employment at Crescent Community Health Center. Motion carried 6-0 with abstention from Cavanagh.

15. STP Holdings LLC 2025 and 2026 Property Tax Appeal Stipulation of Settlement Notice: Senior Counsel transmitted notice of a Stipulation of Settlement for a 2025 and 2026 property tax appeal filed by STP Holdings LLC for their property located at Parcel No. 1027406012. Upon motion the documents were received and filed.

16. Ratification of Second Amendment to Economic Development Assistance Contract 22-HQJP-018 by and among Hormel Foods Corporation and Progressive Processing, LLC, the City of Dubuque, and the Iowa Economic Development Authority: Upon motion the documents were received and filed, and Resolution No. 280-26 Ratifying The Second Amendment To The Economic Development Assistance Contract 22-HQJP-018 By And Among Hormel Foods Corporation And Progressive Processing, LLC, The City Of Dubuque, Iowa, And The Iowa Economic Development Authority was adopted.

17. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 281-26 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

18. Approval of Retail Tobacco Permit and Device Retailer Permit Applications: Upon motion the documents were received and filed, and Resolution No. 282-26 Approving Applications for Retail Tobacco Permits and Device Retailer Permits, As Applicable and as Required by Iowa Code 453A.47A and 453E.3 was adopted.

## ITEMS SET FOR PUBLIC HEARING

Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Sprank. Motion carried 7-0.

1. Communications Facility License Agreement: NCWPCS MPL 29 – Year Sites Tower Holdings LLC (Louis Murphy Park Cell Tower): Upon motion the documents were received and filed and Resolution No. 283-26 Setting A Public Hearing To Consider The Communications Facility License Agreement By And Between The City Of Dubuque And NCWPCS MPL 29 – Year Sites Tower Holdings LLC For Real Property Located In The City Of Dubuque, Iowa was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on August 3, 2026 in the Historic Federal Building.

2. Dubuque Fire Headquarters Bunkroom Remodel Project - Initiate Public Bidding Process and Setting Date for a Public Hearing: Upon motion the documents were received and filed and Resolution No. 284-26 Dubuque Fire Headquarters Bunkroom Remodel Project: Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on August 3, 2026 in the Historic Federal Building.

3. Setting a Public Hearing for the Issuance of Not to Exceed $2,542,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) – Terminal Street Pumping Station Rehabilitation Project: Upon motion the documents were received and filed and Resolution No. 285-26 To fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed $2,542,000 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on August 3, 2026 in the Historic Federal Building.

4. Setting a Public Hearing for the Issuance of Not to Exceed $2,663,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) – Water & Resource Recovery Center Industrial Controls Project: Upon motion the documents were received and filed and Resolution No. 286-26 To fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed $2,663,000 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on August 3, 2026 in the Historic Federal Building.

## BOARDS/COMMISSIONS

Appointments were made to the following boards/commissions.

1. Arts and Cultural Affairs Advisory Commission: One, 3-Year term through June 30, 2029 (Vacant Arts Representative term of Barba); One, 3-Year term through June 30, 2027 (Vacant At-Large term of Chavenelle). Applicants: David Barba, 208 Bluff St. - Qualifies as Arts Rep. and At-Large; Jenna Jensen, 726 West 11$^{th}$ St. – Qualifies as Arts Rep. and At-Large; Sara Steuer, 2140 Elm St. – Qualifies as At-Large; Nicky Verdia, 1135 Solon St. – Qualifies as Arts Rep. and At-Large; Elizabeth Wright, 408 Hill St. – Qualifies as Arts Rep. and At-Large. Upon roll call vote, Barba was appointed to the arts representative term and Steuer was appointed to the at-large term. For the Arts Representative term, Jensen received one vote (Resnick) and Barba received the remaining six votes. For the at-large term, Jensen received three votes (Resnick, Leyendecker, and Staver) and Steuer received the remaining four votes.

2. Human Rights Commission: One, 3-Year term through January 1, 2027 (Vacant term of Cain-Watson). Applicant: Anthony Allen, 687 Alpine St. Motion by Sprank to appoint Allen to the term. Seconded by Wethal. Motion carried 7-0.

3. Park and Recreation Advisory Commission: One, 3-Year term through June 30, 2029 (Vacant term of Ochoa). Applicant: Carly Hermann, 641 Kane St. Motion by Roussell to appoint Hermann to the term. Seconded by Wethal. Motion carried 7-0.

4. Resilient Community Advisory Commission: Two, 3-Year terms through July 1, 2029 (Expiring At-Large terms of Jayawickrama and McDermott); One, Cross Representative whose term will coincide with the term on the original appointed board or commission (Expiring Cross Representative Member term of Kennicker). Applicants: Lalith Jayawickrama, 2360 Cherry St. - Qualifies as At-Large; Robin Kennicker, 2929 Elm St. - Current member of Park and Recreation Advisory Commission – Term Expires 6-30-29; Traci Phillipson, 2120 Rhomberg Ave. - Qualifies as At-Large. Motion by Wethal to appoint Jayawickrama and Phillipson to the at-large terms. Seconded by Sprank. Motion carried 7-0. Motion by Wethal to appoint Kennicker to the cross-representative term. Seconded by Sprank. Motion carried 7-0.

5. Zoning Advisory Commission: One, 3-Year term through July 1, 2029 (Vacant term of Lohrmann). Applicant: Kaitlyn Neises-Mocanu, 1846 North Main St. Motion by Roussell to appoint Neises-Mocanu to the term. Seconded by Wethal. Motion carried 7-0.

## PUBLIC HEARINGS

1. Request to Rezone Property on Valeria Street: Motion by Resnick to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Planning Services Director Wally Wernimont responded to questions on park proximity to the property, setback requirements and how density is defined. City Council Members expressed support for the rezoning. Motion carried 7-0.

Motion by Resnick for final consideration and passage of Ordinance No. 28-26 Amending Title 16 Of The City Of Dubuque Code Of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located Along Valeria Street From R-1 Single-Family Residential To R-2A Alternate Two-Family Residential Zoning District. Seconded by Sprank. Motion carried 7-0.

2. Public Hearing for Sale of City-Owned Property at 2527 Washington: Motion by Sprank to receive and file the documents and adopt Resolution No. 287-26 Disposing Of City Interest In Real Property At 2527 Washington, In The City Of Dubuque, Iowa. Seconded by Wethal. City Council Members praised the renovated property and were pleased to see it go to a first-time homebuyer. Motion carried 7-0.

3. Public Hearing for Sale of City-Owned Property at 821 Garfield: Motion by Sprank to receive and file the documents and adopt Resolution No. 288-26 Disposing Of City Interest In Real Property At 821 Garfield, In The City Of Dubuque, Iowa. Seconded by Wethal. City Council Members commended the work of Four Mounds' HEART Program in renovating the property. Motion carried 7-0.

## PUBLIC INPUT

Nick Fisch, 2040 Bunker Hill Rd., spoke as a member of NICC's Board of Trustees, thanking the City Council for their approval of Consent Item No. 8 and summarized NICC's current and upcoming renovations.

Rob McDonald, 3399 Eagle Point Dr., spoke about the City's greenhouse project, expressing concerns about the process to fund the project.

## ACTION ITEMS

1. Stormwater Commencement of Charge Ordinance Update: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Van Milligen and Civil Engineer Alex Stein explained that the current process for establishing stormwater utility charges for non-single-family residential properties has long been standard practice and will now be formally codified through this ordinance. City Council members expressed appreciation for the added clarity in the process. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 29-26 Amending City Of Dubuque Code Of Ordinances Title 13 Public Utilities, Chapter 4 Stormwater Management, Sections 13-4-7 Nonsingle-Family Residential Property And 13-4-8 Nonresidential Property. Seconded by Wethal. Motion carried 7-0.

2. Fire Cost Recovery Ordinance: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Lehman explained that subsection D was added following the City Council's May 18 discussion and clarified the circumstances in which the City would collect costs. Fire Chief Amy Scheller answered questions regarding how the proposed rates compare with other Iowa cities and the annual review of city code related to ambulances. Van Milligen clarified that funding for additional firefighter positions included the Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) grant, if awarded, and noted that while the City will receive fire cost-recovery fee revenue, expenses for the additional personnel will eventually surpass the expected revenues. Lehman also stated that the Council may direct staff to make changes to the ordinance at any time, and it was suggested that the ordinance could be reviewed during the annual budget process. City Council Members acknowledged the complexity of insurance reimbursements and expressed appreciation for the updates. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 30-26 Amending The City Of Dubuque Code Of Ordinances, Title 7, Chapter 2, Section 2, By Repealing Said Section And Enacting A New Section In Lieu Thereof Relating To The Recovery Of Fire Department Mitigation Costs. Seconded by Wethal. Motion carried 7-0.

3. 2026 Federal Emergency Management Agency Building Resilience Infrastructure And Communities Grant Application: Bee Branch Creek Flood Mitigation Project - 17th & W Locust Corridors - Approve Grant Application Submission: Motion by Resnick to receive and file the documents and adopt Resolution No. 289-26 Authorizing The Filing Of A Grant Application With The Federal Emergency Management Agency (FEMA) Building Resilience Infrastructure And Communities (BRIC) Grant To Assist With Funding For The Proposed Bee Branch Creek Watershed Flood Mitigation Project. Seconded by Wethal. Assistant City Engineer Bob Schiesl explained that the grant would help fund stormwater improvements at 17th Street and West Locust Street, an area that frequently experiences urban flooding. Schiesl noted that Kaufmann Avenue was also considered due

to its significant flooding issues, but the location did not score competitively based on the grant's criteria. Van Milligen added that City Council has already budgeted for stormwater improvements at 17th and West Locust Street. If the City receives the grant, those previously allocated funds would be freed up, and the Council could choose how to redirect them, including potentially applying them to Kaufmann Avenue. City Council Members expressed appreciation for staff's thorough work on the application and emphasized the importance of improvements given the repeated flooding at both locations. Motion carried 7-0.

4. Municipal Services Center Roof and HVAC Replacement Project Award Public Improvement Contract: Motion by Roussell to receive and file the documents and adopt Resolution No. 290-26 Awarding Public Improvement Contract For The Municipal Services Center Roof And HVAC Replacement Project. Seconded by Leyendecker. Assistant Public Works Director – Project Manager Max O'Brien responded to questions about the rooftop solar panels, noting that they were not the cause of the roof's leak and will be upgraded as part of this project. Motion carried 7-0.

5. Work Session Request: Iowa Senate File 2472 and Impacts on the City of Dubuque: Motion by Roussell to receive and file the documents and schedule the work session for August 3, 2026, at 5:15 p.m. Seconded by Resnick. Motion carried 7-0.

6. Work Session Request: Imagine Dubuque Update: Motion by Sprank to receive and file the documents and schedule the work session for August 3, 2026 at 6:00 PM. Seconded by Resnick. Motion carried 7-0.

7. Work Session Request: Central Avenue and White Street Corridor Traffic Study: Motion by Resnick to receive and file the documents and schedule the work session for September 8, 2026, beginning at 5:15 p.m. Seconded by Wethal. Motion carried 7-0.

8. Dementia Simulation Experience at Carnegie-Stout Public Library Video: Motion by Resnick to receive and file the documents and view the video. Seconded by Wethal. City staff showed a video of the recent Dementia Simulation Experience at the Carnegie-Stout Public Library. This video can also be seen on the City's YouTube channel at https://youtu.be/Yhqksyz0_Hg?si=E64ub6B-fSRUYtKj. Motion carried 7-0.

9. Iowa Amphitheater (Back Waters Amp) Project Completion Video: Motion by Resnick to receive and file the documents and view the video. Seconded by Sprank. City staff showed a video on the completion of the Iowa Amphitheater project on Chaplain Schmitt Island. The video can also be seen on the City's YouTube channel at https://youtu.be/-BTtIVOtPmw. City Council confirmed that anyone interested in reserving the amphitheater should contact Q Casino. Motion carried 7-0.

## COUNCIL MEMBER REPORTS

Resnick reported on a recent music concert focused on Dubuque History.

Wethal reported on the recent lighting of the Town Clock and serving on a panel at the Horizons Conference.

Roussell reported on recent efforts of the Friends of Dubuque Parks Board and the organization's upcoming cleanup event following RAGBRAI.

Cavanagh reported on the Miracle League All Starts game and RAGBRAI.

## CLOSED SESSION

Motion by Wethal to convene in closed session at 8:31 p.m. to discuss Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa. Seconded by Leyendecker. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is Assistant City Attorney Lehman. Motion carried 7-0.

The City Council reconvened in open session at 9:31 p.m. stating that staff had been given proper direction.

## ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:31 p.m.

/s/Adrienne N. Breitfelder, CMC
City Clerk

Approved

**MINUTES**
**CITY OF DUBUQUE ZONING BOARD OF ADJUSTMENT**
**REGULAR SESSION**
5:30 p.m.
Thursday, June 25, 2026
City Council Chambers, Historic Federal Building

**Board Members Present:** Chairperson Keith Ahlvin, Board Members Ben Loeffelholz, Gwen Kosel, Rena Stierman, and Matt Mauss.

**Board Members Excused:** None.

**Board Members Unexcused:** None.

**Staff Members Present:** Shena Moon, Travis Schrobilgen, and Matt O'Brien

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

**MINUTES:** Motion by Kosel, seconded by Stierman, to approve the minutes of the May 28, 2026 Zoning Board of Adjustment meeting as submitted. Motion carried by the following vote: Aye – Kosel, Loeffelholz, Mauss, Stierman, and Ahlvin; Nay – None.

**DOCKET –11-26:** Application of Daniel J. Kane, 65 Oak Grove Drive, to construct a detached garage 20' in height with a total of 1,596 sq. ft. of detached accessory structures where 15' in height and 1,000 sq. ft. maximum is permitted in an R-2 Two-Family Residential zoning district.

The applicant, Daniel J. Kane, 65 Oak Grove Drive, spoke in favor of the request. He explained that he plans to build a larger garage on his property.

There was no public input.

Staff Member O'Brien detailed the staff report noting the request is to allow a 1,500 sq. ft. detached garage, in addition to an existing 96 sq. ft. detached shed, for a total of 1,596 sq. ft. of detached accessory structures. He stated that this exceeds the permitted maximum of 1,000 sq. ft. of detached accessory structures. Staff Member O'Brien also stated the proposed garage will be 20' in height maximum, which exceeds 15' in height maximum permitted. He added that the proposed garage would comply with all other Unified Development code regulations.

The Board did not have any questions but discussed conditions of approval pertaining to stormwater management and installing a hard-surfaced driveway to the proposed garage. Chairperson Ahlvin asked the applicant whether the suggested conditions would be acceptable, and Mr. Kane. responded that he intends to hard surface the driveway and can adequately manage stormwater runoff because his property slopes downhill from the

neighboring properties on Oak Grove Drive.

Board Member Kosel questioned whether the proposed garage siding would match the primary residence, and Mr. Kane confirmed that it would. Board Member Kosel also asked staff whether there would be a timeline for completing the hard-surfaced driveway. Staff responded that the driveway would be completed concurrently with construction of the garage.

Motion by Stierman, seconded by Loefflholz, to approve the request with the following conditions:

1. Stormwater shall be managed on the subject site.
2. A hard surface driveway shall be installed to the garage.

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

**DOCKET -16-26:** Application of John Anderson, 1860 Heeb Street to construct a primary residence 5’ from the front property line and 0’ from side property line where 10’ and 3’ minimum setbacks are required, respectively, in an R-2 Two-Family Residential zoning district.

John Anderson, 1000 Kensington Way, Buffalo, MN, spoke in favor of the request and explained that he is seeking approval for reduced setbacks to accommodate a primary residence on the property.

A letter of opposition was submitted from Anthony Schubert and Christopher Schubert, Contract Exchange Corporation, on behalf of the neighboring property owner, Terrill M. Banner. The letter expressed concerns regarding view preservation, neighborhood development patterns, and the potential impacts of largely reduced setbacks. The applicant, John Anderson, provided a brief response to the letter stating that he believed the property at 35 Clarke Drive is currently for sale.

Staff Member Schrobilgen detailed the staff report, noting that the applicant is requesting a reduced front yard setback of 5’ where 10’ is currently permitted and a side yard setback of 0’ where 3’ is currently permitted. He noted that the applicants stated they were issued a building permit for a larger structure which included a garage, but they began digging on the bluff and ran into issues regarding bedrock. Staff noted that two previous Special Exceptions where approved and noted that the prior exception discussed the 60-foot bluff and that a 2-story house, which had reduced setbacks, was demolished on the property circa 2020. Staff noted that this portion of Heeb Street was platted but unimproved due to the bluff. He concluded that the City's code does not include view preservation, and staff displayed a google image showing the view with (2019) and without (2023) the demolished house.

Mr. Anderson stated that Mr. Leonard Kutsch, owner of Vanderloo and White Animal Hospital, located at 1865 Central Avenue located to the east of the subject property,

signed a waiver document in support of the reduced setbacks for the subject property.

Board Member Mauss asked for clarification on the reduced setback to 0’ being applied to the west or north property line and staff stated that it is 0’ from the north property line.

Chairperson Ahlvin asked if the unimproved right-of-way is platted and would provide a default setback from the property to the west. Staff Member Schrobilgen confirmed it is platted and connects to Kaufmann Avenue to the north.

The Board discussed conditioning approval on the applicant providing stormwater management on the property. The applicant was amenable to the condition.

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

1. Stormwater shall be managed on the subject site.

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

**DOCKET -17-26:** Application of Shannon Ninneman, 295 Dorgan Place to construct a front deck 4’ from the front property line and 0’ from the side property line where 20’ and 4’ minimum setbacks are required, respectively, in an R-4 Multi-Family Residential zoning district.

The applicant, Shannon Ninneman, 295 Dorgan Place, spoke in favor of the request. She explained that a neighbor's tree had fallen onto the front deck, resulting in damage that requires the deck to be reconstructed.

There was no public input.

Staff Member Schrobilgen detailed the staff report noting that the front deck will be rebuilt 4’ from the front property line and 0’ from the side property line where 20’ and 4’ minimum setbacks are required.

Board Member Mauss asked whether the front deck would be rebuilt within the same footprint. Staff Member Schrobilgen confirmed that would be expanded slightly expanded beyond the existing footprint along the east side. The applicant stated that her uncle, the previous owner of the property, constructed the existing front deck without obtaining a building permit and the current request is intended to bring the reconstruction into proper compliance.

The Board Members discussed the request and agreed that the front deck should remain of an open design. Ms. Ninneman confirmed she was amenable to a condition regarding open design.

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

1. The front deck shall remain of open design.

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

**DOCKET 18-26:** Application of Austin Oberbroeckling, 3140 Ideal Lane, to construct a detached garage 0' from the side property line where 6' minimum setback is required in an R-1 Single-Family Residential zoning district.

The applicant, Austin Oberbroeckling, 3140 Ideal Lane, spoke in favor of the request. He explained he'd like to build a garage located about 2' from the eastern side property line but is requesting approval for 0' setback to provide flexibility during construction. He stated the proposed location was preferred due to sloping topography in other portions of his rear yard area.

Staff Member Moon detailed the staff report noting the applicant requests to construct a detached garage 0' from the side property where 6' minimum is required. She stated the garage would be one story in height and would be total approximately 832 square feet in area. She stated that no public input, either for or against the request, has been submitted to staff.

There was no public input.

Board Member Mauss asked about the type of finishes for the proposed garage and Mr. Oberbroeckling stated that the garage would be finished with siding that would match the material and color of the house gables. Board Member Stierman expressed support for including a condition requiring the garage to have siding compatible with the primary residence.

Chairperson Ahlvin stated the driveway from the street to the proposed garage should be hard surfaced. Mr. Oberbroeckling stated he intends to install hard surface driveway to the garage and has already begun the work. The Board noted the desire to include a condition of approval regarding the management of stormwater. Mr. Oberbroeckling stated that the neighboring property to the east slopes toward his property and his property slows to the southwest. He noted he intends to install drain tile to help manage the stormwater and is amenable to the condition.

Board Member Kosel asked if the setback approval should be limited to 2' rather than the requested 0' since the applicant stated they will likely be 2' from the property line. Staff stated that any condition could be imposed but noted that the added flexibility is beneficial to accommodate roof overhangs, gutters, and angled foundations. Staff noted that any item extending from the building wall is not permitted to extend across the property line.

Chairperson Ahlvin stated that he was in support of the conditions and questioned whether Mr. Oberbroeckling had any concerns with the proposed conditions. Mr. Oberbroeckling stated he did not have any concerns.

Motion by Kosel, seconded by Stierman, to approve the request with the following conditions:

1. Stormwater shall be managed on the subject site.
2. A hard surface driveway shall be installed to garage.
3. The detached garage shall be finished with residential style materials.

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

**ITEMS FROM PUBLIC**: None

**ITEMS FROM BOARD**: None

**ITEMS FROM STAFF**:

Election of Officers:
Staff stated that it was time to elect officers.

Board Member Stierman made motion to nominate Board Member Ahlvin to be Chair.

Motion by Stierman, seconded by Kosel, to appoint Board Member Ahlvin as Chairperson of the Zoning Board of Adjustment. Motion carried by the following vote: Aye – Kosel, Loeffelholz, Mauss, and Stierman; Nay – None; Abstain – Ahlvin

Chairperson Ahlvin made a motion to nominate Board Member Stierman to be Vice-Chairperson.

Motion by Ahlvin, seconded by Maus, to appoint Board Member Stierman as Vice-Chairperson of the Zoning Board of Adjustment. Motion carried by the following vote: Aye – Kosel, Loeffelholz, Mauss, Stierman, and Ahlvin; Nay – None; Abstain – None.

Appointment to the Airport Zoning Board of Adjustment:
Staff stated that the Board needed to appoint to members to the Airport Zoning Board of Adjustment.

Board Member Stierman nominated Board Members Loeffelholz and Kosel to serve on the Airport Zoning Board of Adjustment.

Motion by Stierman, seconded by Ahlvin, to appoint Board Members Loeffelholz and Kosel to the Airport Zoning Board of Adjustment. Motion carried by the following vote: Aye – Kosel, Loeffelholz, Mauss, Stierman, and Ahlvin; Nay – None

**ADJOURNMENT:** Motion by Loeffelholz, seconded by Ahlvin, to adjourn the June 25, 2026, Zoning Board of Adjustment meeting. Motion carried by the following vote: Aye – Kosel, Loeffelholz, Mauss, Stierman, and Ahlvin; Nay – None

The meeting adjourned at 6:01 p.m.

Respectfully submitted,

Shena Moon, Associate Planner

**July 23, 2026**
Adopted

Approved

**MINUTES**
**HISTORIC PRESERVATION COMMISSION**
**REGULAR SESSION**
5:30 p.m. Thursday, June 18, 2026
City Council Chambers, Historic Federal Building

**Commissioners Present:** Acting Chairperson Bill Doyle; Commissioners, Christina Monk, Janice Esser, Heidi Pettitt, Rick Stuter, Adam Schwendinger

**Commissioners Excused:** Tim Gau, Chad Witthoeft

**Commissioners Unexcused** : None

**Staff Members Present:** Chris Happ Olson, Shena Moon

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

Chairperson Janice Esser joined the meeting at 5:33 pm.

**MINUTES:** Motion by Schwendinger, seconded by Pettitt, to approve the minutes of May 27, 2026 meeting as submitted. Motion carried by the following vote: Aye – Janice Esser, Bill Doyle, Christina Monk, Heidi Pettitt, Rick Stuter, Adam Schwendinger Nay – none.

**ACTION ITEMS:**

**DESIGN REVIEW**
Applicant: Jeff Morton, Architect (agent for Four Mounds Foundation, site lessee)
Owner: City of Dubuque
Address: Four Mounds Estate, Dubuque Landmark Site (4900 Peru Rd)
Project: Construct new freestanding ADA accessible Visitor Station
District: Four Mounds Estate National Register Historic District

Staff Member Happ Olson presented the staff report noting the applicant is architect Jeff Morton for Four Mounds Foundation, a non-profit organization which leases the Four Mounds site from the City of Dubuque and manages the site for the community. The organization proposes a new outdoor restroom tucked in the tall pines at the south edge of the cultured grounds. Four Mounds is one of two Landmark Sites designated in Dubuque. It is also a National Register Historic District. The structure comes under review by the Commission under its Landmark

Site status. She spoke to the proximity of the restroom to the existing ropes course and the nearby newer parking areas that were developed.

The project is a new structure with a new purpose to meet the use of a site as it is used today for those visiting the grounds for a walk, attendance at the camp, or participating in the challenge ropes course. In 2021 a new water pump was installed in the garden locale and new parking, both paved and overflow, was added in 2022. In 2023, the Commission reviewed a larger design for the visitor station.

She instructed the Commission that the new proposed visitor station should be reviewed as a new intrusion on the original site. Its design should both complement the site and context, while playing a diminutive role to the historic structures on site. She stated the introduction of a new structure to meet the changed needs of the site is appropriate.

The plans do not indicate any signage for the structure or the grounds. Any new signage is outside the scope of this project and is subject to permitting and historic review.

Happ Olson stated the new structure intends to mimic materials (dark stained cedar shingles, green three-tab asphalt roofing) from an existing structure nearby and on-site.

She noted the proposed structure in its location is unusual and many of the new construction guidelines from the City's Architectural Guidelines do not apply, relating to commercial structures and residential districts with sidewalks, traditional zoning and setbacks. An abridged version of the guidelines is attached relating to the design review.

Jeff Morton, 165 Bradley Street, applicant serving as architect for Four Mounds Foundation, spoke to the Commission. He said the structure has been reviewed by the Commission in the past, but this has been pared down and simplified.

Commissioner Stuter asked if the structure will meet the American with Disabilities Act. Mr. Morton said yes, the structure will be the only one on site to meet ADA and will have a concrete walk to meet it.

Commissioner Schwendinger asked if the structure will be used seasonally, and why the applicant is using three tab shingles. Mr. Morton replied there will be space heaters, but it will be shut down for the winter months. Happ Olson noted that a number of other structures have used the green, three tab shingles, including the woodshop, and that it is actually traditional on the site.

Commissioner Schwendinger noted that as he works for the project general contractor, Gronen, he would abstain from the vote.

Motion by Monk, seconded by Esser, to approve the application as submitted, noting that the structure meets the guidelines with an appropriate location and is designed consistently with other structures on-site. Motion carried by the following vote: Aye - Janice Esser, Bill Doyle, Tim Gau, Christina Monk, Heidi Pettitt, Rick Stuter, Chad Witthoeft; Nay – none; Abstain - Adam Schwendinger.

**ITEMS FROM PUBLIC**: Matt Kline, recently appointed at the June 15th City Council meeting as a new commissioner to the Historic Preservation Commission, introduced himself. The Commission and staff introduced themselves.

Chairperson Esser performed the Oath of Office for Commissioner Kline and Staff Member Happ Olson noted the Oaths of Office for Commissioners Monk and Witthoeft will be forthcoming in July.

**ITEMS FROM COMMISSION**: None.

**ITEMS FROM STAFF**:

**Directive from City Council to rewrite Demolition Section in UDC code (expedited)**

Staff Member Happ Olson directed attention to the memo provided to the Commission. She stated that at the June 1 City Council meeting, the Council reviewed the Historic Preservation Commission's review for the request to remove 2327 Central Avenue from the Broadway Neighborhood Conservation District. After almost an hour of discussion, and frustration expressed about the process, the Council approved the applicant's request. The frustration was over the fact that there is a work-around in our code that allows any citizen to request removal, which can pave the way for demolition, without going through a request to the Historic Preservation Commission.

Knowing that Planning Services is currently undertaking an update to our Unified Development Code (UDC) which includes zoning, subdivision, and historic preservation, they ask that this portion of the code be removed and that alterations to a Conservation District must go before the Commission prior to coming to Council. She outlined that there are two sections in the code, referred to in the memo, which address this issue. She informed the Commission that staff will be drafting an ordinance for your review at the next Commission meeting.

Much discussion followed regarding the code change and the issues around it. Questions, answers, comments and clarification included:

- whether we'll be removing the process to go directly to City Council prior to the general update of the UDC, to which Happ Olson affirmed;
- is there a timeline for when the update to the UDC would be complete, to which staff could not confirm;

- when the new updated section of the code would be in place, and Happ Olson confirmed after City Council approves it;
- general frustration as to why the City Council approved the request to remove the Schmid Brewery from the Conservation District, noting that it isn't good practice to cut holes in the district;
- that the Commission should have weighed in on whether it should be removed, or been asked to go look at the structure, including getting proper documentation to determine whether the structure is essentially economically viable.

Happ Olson noted that City Council has the ability to weigh more than what the code states that the Commission can weigh in making a decision. She noted that in the mini-training scheduled for later in the meeting, this would be discussed. She noted there was no action at this time requested of the Commission.

**Update on past and future trainings**

1. Happ Olson gave a brief update on the Preserve Iowa Summit. The summit was well attended and only two days, with a different format where there was no "host" community. They announced that the summit will be a biennial event instead of annual, but that the State Historic Preservation Office will offer more regional and virtual options for training. This particular summit seemed to have a heavier focus on archaeological and cultural resources.

2. Happ Olson noted that Commissioner Doyle, Planning Director Wally Wernimont, and she will be attending the upcoming NAPC Forum in late July in Minneapolis.

*3.* Review of Demolition and Economic Non-Viability in UDC code – *Commissioner Mini-Training*

   Happ Olson stated that the current Economic Non-Viability process is a difficult process for owners to prepare and for the Commission to evaluate. It generally only comes before the Commission only when there's a clear indication that the structure in question is historic and that a request for demolition might be denied. Alternatively, when structures are clearly not historic, staff does not encourage applicants to put forth an economic non-viability application, due to the work involved.

   Some of the issues to explore as we update the Unified Development Code should include potential staff signoff for clearly non-historic structures, whether in part or in whole. For instance, the demolition of the 1970s garage at 240 King Street, located in a conservation district would be a clear example. Alternatively, other demolitions might be included in a Design Review, such as the replacement of a garage at 195 Alpine Street, in a historic district, where there was no formal request for demolition of this

original contributing garage separate from the request to replace it with a new garage.

Happ Olson reviewed the Economic Non-Viability application, noting that we ask many questions of the applicant, but we don't have an evaluation process outlined. She stated that the process is focused on the building, not on the personal situation of the owner. She stated that the Commission has the right and responsibility to require that the applicant adequately answer all the questions.

Commissioner Doyle stated that now with the roll back of State Historic Tax Credits available for single family homes, there are less options to point to that allow for making a project economically feasible. Happ Olson noted that we don't require that people restore structures, we just want to ensure there is some reasonable use, i.e. bringing it up to code for use.

Happ Olson referred to an example of the State of Michigan's questions their Commissions use to guide decision making when evaluating an Economic Non-Viability, or in the case of Michigan, Economic Hardship request:

1) **Is the information sufficient?** The application is never complete unless all the required information has been submitted.
2) **Is the information relevant?** Commissions may receive more information than they need, or they may get information that is not germane to the application, such as how much money a project could make if the historic property is demolished. The property owner is not entitled to the highest and best use of the property.
3) **Is the information competent?** Commissions must make assessments as to whether submitted information demonstrates what it purports to show.
4) **Is the information credible?** Commissions must determine whether submitted information is believable. For example, commissions must ascertain whether the applicants' figures make sense.
5) **Is the information consistent?** Commissions must look for inconsistencies in the statements made or the information submitted. Frequently, commissions will seek explanations regarding inconsistencies.

In general, the Commission agreed that the questions were reasonable and helpful. Commissioners discussed that as we consider updating the UDC, that we ensure that when the Commission is giving staff power to make more decisions regarding demolitions, that we set clear parameters about what is allowed and what needs to come back to the Commission.

Happ Olson noted there was no action requested, but that the discussion was helpful and that the Commission has more work to do around the UDC.

**ADJOURNMENT:** Motion by Monk, seconded by Doyle to adjourn the June 18. 2026 Historic Preservation Commission meeting. Motion carried by the following vote: Aye – Janice Esser, Bill Doyle, Tim Gau, Christina Monk, Heidi Pettitt, Chad Witthoeft and Adam Schwendinger; Nay – none.

The meeting adjourned at 6:55 p.m.

Respectfully submitted,

Shena Moon, Associate Planner

**July 16, 2026**

Adopted

Copyrighted
August 3, 2026

**City of Dubuque**
**City Council**

**CONSENT ITEMS # 2.**

| | |
|---|---|
| **ITEM TITLE:** | Notice of Claims and Suits |
| **SUMMARY:** | Lora David for vehicle damage; Sheri Henschel for property damage; Kay Konrady for vehicle damage; Patti Richey for vehicle damage. |
| **SUGGUESTED DISPOSITION:** | Receive and File; Refer to City Attorney |

**ATTACHMENTS:**

1. Claim by Kay Konrardy
2. Claim by Sheri Henschel
3. Claim by Lora David
4. Claim by Patti Richey

mvm
Legal
Ryan Knuckey

# 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:** KAY ANDREA KONRARDY
2. **Address:** 2520 WINDSOR AVE

   **City:** DUBUQUE **State:** IOWA **Zip:** 52001
3. **Telephone Number:** (563) 599-0080
4. **Date of Incident:** 7/10/2026
5. **Time of Incident:** 2:15
6. **Location of Incident (Be specific):** in front of 2520 Windsor 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.)**

   David Charles Canfield was driving on Windsor Ave in a Jule bus and hit the mirror on my car as he drove by
8. **What were weather conditions like?** Sunny
9. **Give name and address of any witnesses:**
10. **Did police investigate? (If so, give names of officers.)**

    yes officer TYLER MCDONALD
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.)

the driver side mirror on my KIA sportage was hit and the mirror was damaged

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

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.)

Ø

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

$1,144.77

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

city bus hit the mirror as it was passing my car

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

Ø

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

Ø

Dated at Dubuque, Iowa this 15th day of July, 2026.

Kay Andrea Kennedy (Signature)

KAY ANDREA KENNEDY (Print Name)

RECEIVED
2026 JUL 17 PM 12:39
City Clerk's Office
Dubuque, IA

(Rev. 9/24)

MUM
Legal
Article Swift

# CLAIM AGAINST THE CITY OF DUBUQUE, IOWA

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

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

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

1. **Name of Claimant:** Sheri Henschel
2. **Address:** 995 June DR.

   **City:** Dubuque **State:** IA **Zip:** 52003
3. **Telephone Number:** 563-599-0424
4. **Date of Incident:** 9/12/2023, 10/22/2023 / 12/29/2025 6/26/2026
5. **Time of Incident:** Various times of DAY Depending Backup Flow
6. **Location of Incident (Be specific):** 1887 Miller Rd Dbq IA 52003
   Basement of the House
7. **DESCRIBE ACCIDENT OR OCCURRENCE THAT CAUSED INJURY OR DAMAGE. (Give full details upon which you base your claim. If a City employee was involved, give the employee's name.)**
   Please see attachment
8. **What were weather conditions like?** Excessive Rain
9. **Give name and address of any witnesses:** See Kruser Septic Invoices
10. **Did police investigate? (If so, give names of officers.)**
    NO
11. **Was anyone injured? (If so, give names, addresses, and extent of injuries).**
    NO

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

See attached Description & Kruser Septic Invoices

Inv 51000 $200, Inv 51432 $200, Inv 59606 $215, Inv 61305 $565.-

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

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

No

15. What amount do you claim from the City of Dubuque? total Amount of 4 Invoices is ~~$1,180.00~~ $1,180

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

If the city would have put the 18" pipe in instead of the 12" pipe I would not be having this problem

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 16 day of July, 2026

Sheri A. Henschel (Signature)

Sheri A. Henschel (Print Name)

RECEIVED
2026 JUL 16 PM 1:15
City Clerk's Office
Dubuque, IA

(Rev. 9/24)

MVM
Legal
Ryan Knuckey
Matt Kalcevich
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:** Lora David
2. **Address:** 3770 Inwood Avenue
   **City:** Dubuque **State:** IA **Zip:** 52001
3. **Telephone Number:** 563-580-6002
4. **Date of Incident:** July 7, 2026
5. **Time of Incident:** 10:52 - 11:30
6. **Location of Incident (Be specific):** Parking lot (first parking spot on the right hand side) of 16th and Kerper Blvd.
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.)**
   My car has weed spray on the entire passenger side.
8. **What were weather conditions like?** Sunny and warm.
9. **Give name and address of any witnesses:**
10. **Did police investigate? (If so, give names of officers.)**
    No
11. **Was anyone injured? (If so, give names, addresses, and extent of injuries).**
    No

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

Yes, my car's passenger side has weed spray all over it and I can't get it off.

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

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

No

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

I don't have an amount - I just want it off. I can get an estimate if you need one.

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

Because this is the only place I parked where something was sprayed.

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** 14th **day of** July, **20**26.

Lora David **(Signature)**

Lora David **(Print Name)**

RECEIVED
2026 JUL 16 AM 11:56
City Clerk's Office
Dubuque, IA

**(Rev. 9/24)**

MVM Legal Matt Kakovich

# 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:** Patti Richey
2. **Address:** 1930 Lagen Street

   **City:** Dubuque **State:** IA **Zip:** 52002
3. **Telephone Number:** 563-599-4887
4. **Date of Incident:** 6/10/26
5. **Time of Incident:** 1:00 pm
6. **Location of Incident (Be specific):** 1930 Lagen Street, Dub, IA 52002

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.)**

The city tree in front of my house fell on my house causing damage to my roof. I had asked the city to trim the tree for 5 yrs.

8. **What were weather conditions like?** High wind, rain
9. **Give name and address of any witnesses:** Amy Kress Lagen Str
   Jordan Steve/Jane Lagen Str.
10. **Did police investigate? (If so, give names of officers.)**

No, but the fire department came and a park ranger

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.)

the roof An adjuster, Jaylin Hill, from State Farm

13. What other damages do you claim, if any? I am claiming the $3,000.00 for the removal of the tree

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, I have a $3,000.00 deductible

15. What amount do you claim from the City of Dubuque? $3,000.00

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

It is their tree. I tried to get it trimmed and was told only the city could trim it. But they did not do it.

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 16 day of July, 2026

Patti Richey (Signature)

Patti Richey (Print Name)

(Rev. 9/24)

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2026 JUL -7 PM 2:15
City Clerk's Office
Dubuque, IA

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August 3, 2026

**City of Dubuque**
**City Council**

**CONSENT ITEMS # 3.**

| | |
|---|---|
| **ITEM TITLE:** | Disposition of Claims |
| **SUMMARY:** | City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Rick Ackley for property damage; Lora David for vehicle damage; Sheri Henschel for property damage; Kay Konrardy for vehicle damage; Patti Richey for property damage; Terry Willenborg for property damage. |
| **SUGGUESTED DISPOSITION:** | Receive and File; Concur |

**ATTACHMENTS:**
1. ICAP

THE CITY OF DUBUQUE
*Masterpiece on the Mississippi*

# MEMORANDUM

**JONI MEDINGER**
**LEGAL ADMINISTRATIVE ASSISTANT**

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

**DATE:** 7/24/2026

**RE:** Claim Against the City of Dubuque by Rick Ackley

| Claimant | Date of Claim | Date of Incident | Nature of Claim |
|---|---|---|---|
| Rick Ackley | 7/8/2026 | 6/11/2026 | Property Damage |

This is a claim in which Claimant alleges Claimant's basement and garage were flooded due to a blocked sewer drain.

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

cc: Michael C. Van Milligen, City Manager
Arielle Swift, Public Works Director
Rick Ackley

OFFICE OF THE CITY ATTORNEY DUBUQUE, IOWA
SUITE 330, HARBOR VIEW PLACE, 300 MAIN STREET DUBUQUE, IA 52001-6944
TELEPHONE (563) 589-4113 / FAX (563) 583-1040 / EMAIL jmedinge@cityofdubuque.org

THE CITY OF DUBUQUE
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# MEMORANDUM

**JONI MEDINGER**
**LEGAL ADMINISTRATIVE ASSISTANT**

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

**DATE:** 7/24/2026

**RE:** Claim Against the City of Dubuque by Lora David

| Claimant | Date of Claim | Date of Incident | Nature of Claim |
|---|---|---|---|
| Lora David | 7/14/2026 | 7/7/2026 | Vehicle Damage |

This is a claim in which Claimant alleges Claimant's vehicle has weed spray on the passenger side.

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

cc: Michael C. Van Milligen, City Manager
Arielle Swift, Public Works Director
Lora David

OFFICE OF THE CITY ATTORNEY DUBUQUE, IOWA
SUITE 330, HARBOR VIEW PLACE, 300 MAIN STREET DUBUQUE, IA 52001-6944
TELEPHONE (563) 589-4113 / FAX (563) 583-1040 / EMAIL jmedinge@cityofdubuque.org

THE CITY OF DUBUQUE
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# MEMORANDUM

**JONI MEDINGER**
**LEGAL ADMINISTRATIVE ASSISTANT**

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

**DATE:** 7/24/2026

**RE:** Claim Against the City of Dubuque by Sheri Henschel

| Claimant | Date of Claim | Date of Incident | Nature of Claim |
|---|---|---|---|
| Sheri Henschel | 7/16/2026 | Multiple Occasions | Property Damage |

This is a claim in which Claimant alleges Claimant's basement was flooded due to a City sewer back up.

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

cc: Michael C. Van Milligen, City Manager
Arielle Swift, Public Works Director
Sheri Henschel

OFFICE OF THE CITY ATTORNEY DUBUQUE, IOWA
SUITE 330, HARBOR VIEW PLACE, 300 MAIN STREET DUBUQUE, IA 52001-6944
TELEPHONE (563) 589-4113 / FAX (563) 583-1040 / EMAIL jmedinge@cityofdubuque.org

THE CITY OF DUBUQUE
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# MEMORANDUM

**JONI MEDINGER**
**LEGAL ADMINISTRATIVE ASSISTANT**

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

**DATE:** 7/24/2026

**RE:** Claim Against the City of Dubuque by Kay Konrardy

| Claimant | Date of Claim | Date of Incident | Nature of Claim |
|---|---|---|---|
| Kay Konrardy | 7/15/2026 | 7/10/2026 | Vehicle Damage |

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

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

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

OFFICE OF THE CITY ATTORNEY DUBUQUE, IOWA
SUITE 330, HARBOR VIEW PLACE, 300 MAIN STREET DUBUQUE, IA 52001-6944
TELEPHONE (563) 589-4113 / FAX (563) 583-1040 / EMAIL jmedinge@cityofdubuque.org

THE CITY OF DUBUQUE
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# MEMORANDUM

**JONI MEDINGER**
**LEGAL ADMINISTRATIVE ASSISTANT**

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

**DATE:** 7/24/2026

**RE:** Claim Against the City of Dubuque by Patti Richey

| Claimant | Date of Claim | Date of Incident | Nature of Claim |
|---|---|---|---|
| Patti Richey | 7/16/2026 | 6/10/2026 | Property Damage |

This is a claim in which Claimant alleges Claimant's roof was damaged when a City tree fell on it.

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

cc: Michael C. Van Milligen, City Manager
Matthew Kacevich, Parks and Recreation Director
Stephen Fehsal, Park Division Manager
Patti Richey

THE CITY OF DUBUQUE
*Masterpiece on the Mississippi*

# MEMORANDUM

**JONI MEDINGER**
**LEGAL ADMINISTRATIVE ASSISTANT**

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

**DATE:** 7/24/2026

**RE:** Claim Against the City of Dubuque by Terry Willenborg

| Claimant | Date of Claim | Date of Incident | Nature of Claim |
|---|---|---|---|
| Terry Willenborg | 7/8/2026 | 6/22/2026 | Property Damage |

This is a claim in which Claimant alleges that the City was flushing the sewers on Claimant's street causing a backup in Claimant's bathroom

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

cc: Michael C. Van Milligen, City Manager
Arielle Swift, Public Works Director
Terry Willenborg

OFFICE OF THE CITY ATTORNEY DUBUQUE, IOWA
SUITE 330, HARBOR VIEW PLACE, 300 MAIN STREET DUBUQUE, IA 52001-6944
TELEPHONE (563) 589-4113 / FAX (563) 583-1040 / EMAIL jmedinge@cityofdubuque.org

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August 3, 2026

**City of Dubuque**
**City Council**

**CONSENT ITEMS # 4.**

| | |
|---|---|
| **ITEM TITLE:** | Approval of City Expenditures |
| **SUMMARY:** | City Manager recommending City Council approval for payment of City expenditures.<br>**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_08_03
2. Approving Expenditures Resolution 2026_08_03
3. 08-05-2026_Approvals
4. 08-03-2026_Expenditures

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:** July 27, 2026

Finance is submitting the following expenses to City Council for approval at the August 3, 2026, meeting. Payments on these expenses will be made on August 5, 2026.

In addition, Finance is submitting expenses paid since July 22, 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 08-05-2026

| VENDOR NAME | NET AMOUNT | INVOICE DESCRIPTION |
|---|---|---|
| 1800TShirts | 55.00 | Transit Employee Uniforms - Rooney |
| ACCO UNLIMITED CORPORATION | 2773.4 | POOL CHEMICALS |
| ACCO UNLIMITED CORPORATION | 2,990.00 | POOL CHEMICALS |
| ACCURATE ANALYTICAL TESTING | 229.00 | 1920 Jackson APT A/B - 1743.5 White - EBL Testing |
| ADDOCO INC | 475.00 | MULCH FOR GREENHOUSE AREAS |
| ADDOCO INC | 567.00 | MULCH FOR GREENHOUSE AREAS |
| Advanced Turf Solutions, Inc. | 8,307.50 | TURF CHEMICALS |
| AECOM TECHNICAL SERVICES INC | 29,529.11 | B2E2 (705) RAISE Planning Grant Design Services |
| AECOM TECHNICAL SERVICES INC | 22,368.37 | B2E2 (705) RAISE Planning Grant Design Services |
| AECOM TECHNICAL SERVICES INC | 16,249.53 | 17th W Locust FEMA BRIC Grant Assistance |
| AIRGAS USA LLC | 2,816.11 | Liquid Oxygen for the WRRC - FY27 |
| AIRGAS USA LLC | 3,172.59 | Liquid Oxygen for the WRRC - FY27 |
| AIRGAS USA LLC | 3,215.32 | Liquid Oxygen for the WRRC - FY27 |
| AIRGAS USA LLC | 3,244.27 | Liquid Oxygen for the WRRC - FY27 |
| AJGX3 | 960.00 | Shirts for MLB |
| ALL SEASONS HEATING & COOLING | 482.50 | FBO Air Conditioner |
| ALLIANT ENERGY | 27.93 | FY27 Alliant Street and Traffic Lights |
| ALLIANT ENERGY | 72.31 | FY27 Alliant Street and Traffic Lights |
| ALLIANT ENERGY | 1,258.59 | ELECTRIC BILLS FOR FY27 |
| ALLIANT ENERGY | 9,050.35 | ELECTRIC BILLS FOR FY27 |
| ALLIANT ENERGY | 422.09 | FY27 Alliant Street and Traffic Lights |
| ALLIANT ENERGY | 1,845.46 | FY27 Alliant Street and Traffic Lights |
| ALLIANT ENERGY | 199.14 | ELECTRIC BILLS FOR FY27 |
| ALLIANT ENERGY | 174.57 | FY27 Alliant Street and Traffic Lights |
| ALLIANT ENERGY | 93.21 | ELECTRIC BILLS FOR FY27 |
| ALLIANT ENERGY | 607.25 | ELECTRIC BILLS FOR FY27 |
| ALLIANT ENERGY | 117.36 | FY27 Alliant Street and Traffic Lights |
| ALLIANT ENERGY | 79.43 | ELECTRIC BILLS FOR FY27 |
| ALLIANT ENERGY | 2563.39 | FY27 Alliant Street and Traffic Lights |
| ALLIANT ENERGY | 2,339.60 | FY27 - Electricity Expenses for 6 Fire Stations |
| ALLIANT ENERGY | 4,542.78 | ELECTRIC BILLS FOR FY27 |
| ALLIANT ENERGY | 11,838.70 | ELECTRIC BILLS FOR FY27 |
| ALLIANT ENERGY | 311.14 | (B) PW- FY27 Alliant Energy Cost Multiple Location |
| ALTORFER INC | 465.60 | (B) FM - Parts & Service (Gen Maint) under MSA |
| ALTORFER INC | 116.76 | (B) FM - Parts & Service (Gen Maint) under MSA |
| ALTORFER INC | 678.89 | (B) FM - Parts & Service (Gen Maint) under MSA |
| AMERICAN FAMILY MUTAL INSURANCE COMPANY, S.I. | 2,234.00 | 1523 Elm St; Jurisic, Ruth Property Insurance |
| AMERICAN RESPONSE VEHICLES INC | 88.04 | 130004# Parts |
| AMERICAN RESPONSE VEHICLES INC | 76.04 | 130010# Parts |
| Aquatic Informatics Inc. | 6,384.05 | FY2027 YEARLY TOKAY SUPPORT SOFTWARE & WEB TEST FE |
| ARTISTIC CLEANERS INC | 177.00 | Clean July 3rd Uniforms |
| Ascendance Trucks LLC | 2,888.87 | (B) FM - Parts & Service |
| Ascendance Trucks LLC | 299.89 | (B) FM - Parts & Service |
| Ascendance Trucks LLC | 299.89 | (B) FM - Parts & Service |
| Ascendance Trucks LLC | 300.00 | (B) FM - Parts & Service |
| Ascendance Trucks LLC | 299.89 | (B) FM - Parts & Service |
| Ascendance Trucks LLC | 399.44 | (B) FM - Parts & Service |
| Ascendance Trucks LLC | (7.19) | UNIT #2695 - INJECTOR, GASKET - 6/5/2026 |
| Ascendance Trucks LLC | 86.09 | (B) FM - Parts & Service |
| Ascendance Trucks LLC | 20.21 | (B) FM - Parts & Service |
| Ascendance Trucks LLC | 24.80 | (B) FM - Parts & Service |
| Ascendance Trucks LLC | 221.73 | (B) FM - Parts & Service |
| Ascendance Trucks LLC | 370.14 | (B) FM - Parts & Service |
| Ascendance Trucks LLC | 87.01 | (B) FM - Parts & Service |
| AT&T Mobility National Accounts, LLC | 2,828.86 | Cellular Service for Fire Dept & Emerg Mgmt-FY27 |
| AT&T Mobility National Accounts, LLC | 1,794.10 | AT&T FirstNet Engineering 05/29/26-06/28/26 |
| ATHENS TECHNICAL SPECIALISTS INC | 1,491.14 | Conflict Monitor Testing |

| VENDOR NAME | NET AMOUNT | INVOICE DESCRIPTION |
|---|---|---|
| AV FUEL | 45,619.33 | FY27 Aviation Fuel |
| AV FUEL | 45,290.38 | FY27 Aviation Fuel |
| AV FUEL | 795.08 | FY27 Aviation Fuel |
| AV FUEL | 33,932.04 | FY27 Aviation Fuel |
| B L MURRAY COMPANY INC | 122.14 | Cleaning Supplies |
| BAILEY CHRISTINE PALMER | 280.00 | SUMMER 2026 PLAYGROUND FITNESS CLASSES |
| Benavate, LLC | 35568 | Neighborly Software Licenses - All Grants - FY'27 |
| BERNARD COMMUNICATIONS COMPANY | 99.95 | FY27 Monthly Internet Service |
| BLACK HILLS/IOWA GAS UTILITY CO | 53.41 | (B) SWS- FY27 BlackHills Gas Costs LF |
| BLACK HILLS/IOWA GAS UTILITY CO | 149.93 | FY27 INTERMODAL GAS UTILITIES |
| BLACK HILLS/IOWA GAS UTILITY CO | 43.09 | Locust Ramp Electricity FY27 |
| BLACKSTONE AUDIO BOOKS | 393.64 | FY27 CD Audio books for library collection |
| CENGAGE LEARNING INC | 123 | Large Print Books FY27 |
| CENGAGE LEARNING INC | 28.50 | Large Print Books FY27 |
| CENGAGE LEARNING INC | 38.00 | Large Print Books FY27 |
| CENTER FOR PUBLIC SAFETY EXCELLENCE | 9,601.21 | Accreditation Site Visit |
| CENTER POINT INC | 25.77 | Large Print Books FY27 |
| CHAVENELLE STUDIO METALWORKS | 113 | 2026 Circle of Excellence Award |
| CHEMSEARCH | 994.95 | HYDRANT & VALVE LUBRICANT |
| CHEM-SULT INC | 1,405.60 | Polymer for Water Plant Treatment |
| CINTAS CORP | 606.53 | Rugs/Towels for the WRRC-FY27 |
| CINTAS CORP | 603.44 | Rugs/Towels for the WRRC-FY27 |
| CINTAS CORP | 157.60 | FY2027 BLANKET PO-UNIFORMS |
| CINTAS CORP | 46.41 | Mats, Cloths, shop towels JOTC FY27 |
| CINTAS CORP | 164.49 | Mats, Cloths, shop towels JOTC FY27 |
| CINTAS CORP | 606.53 | Rugs/Towels for the WRRC-FY27 |
| CINTAS CORP | 191.75 | FY2027 BLANKET PO-UNIFORMS |
| CINTAS CORP | 35.00 | FY27 Floor Mat Service City Hall, Annex, Fed Bldg |
| CINTAS CORP | 138.77 | FY2027 BLANKET PO-UNIFORMS |
| CINTAS CORP | 326.51 | FY2027 BLANKET PO-UNIFORMS |
| CINTAS CORP | 46.41 | Mats, Cloths, shop towels JOTC FY27 |
| CINTAS CORP | 164.49 | Mats, Cloths, shop towels JOTC FY27 |
| CINTAS CORP | 603.44 | Rugs/Towels for the WRRC-FY27 |
| CINTAS CORP | 408.17 | Various Maintenance - FY26 |
| CINTAS CORP | 90.06 | Cintas Ramp Rugs FY27 |
| CINTAS CORP | 138.77 | FY2027 BLANKET PO-UNIFORMS |
| CINTAS CORP | 45.57 | JANITORIAL SUPPLIES- BHGC |
| CINTAS CORP | 191.75 | FY2027 BLANKET PO-UNIFORMS |
| CINTAS CORP | 70.01 | Various Maintenance - FY26 |
| CINTAS FIRST AID & SAFETY | 74.41 | First Aid Supplies-WRRC - FY27 |
| CINTAS FIRST AID & SAFETY | 12.67 | Replenish Safety Supplies Garage July 26 |
| CINTAS FIRST AID & SAFETY | 93.84 | First Aid Supplies-WRRC - FY27 |
| CINTAS FIRST AID & SAFETY | 190.54 | FY2026 First Aid Supplies |
| CINTAS FIRST AID & SAFETY | 98.31 | FY2027 BLANKET PO-FIRST AID SUPPLIES |
| CITY OF SUPERIOR, WI | 300.00 | Sniper Shoot Registration |
| COBRA PUMA GOLF | 71.02 | SPECIAL GOLF SHOE ORDER |
| COLLEGE LAWN SERVICE & SNOW REMOVAL LLC | 5,177.73 | FY27 Lawn Mowing Services |
| COLLEGE LAWN SERVICE & SNOW REMOVAL LLC | 146.30 | FY27 Lawn Mowing Services |
| COLLEGE LAWN SERVICE & SNOW REMOVAL LLC | 180.5 | FY27 Lawn Mowing Services |
| COLLEGE LAWN SERVICE & SNOW REMOVAL LLC | 4,008.86 | FY27 Lawn Mowing Services |
| COLLEGE LAWN SERVICE & SNOW REMOVAL LLC | 120.00 | FY27 Lawn Mowing Services |
| COLLEGE LAWN SERVICE & SNOW REMOVAL LLC | 146.30 | FY27 Lawn Mowing Services |
| COLLEGE LAWN SERVICE & SNOW REMOVAL LLC | 180.50 | FY27 Lawn Mowing Services |
| COMMAND SECURITY SOLUTIONS | 30.89 | ALARM MONITORING FY27 |
| COMMAND SECURITY SOLUTIONS | 38.99 | ALARM MONITORING FY27 |
| COMMAND SECURITY SOLUTIONS | 38.99 | ALARM MONITORING FY27 |
| COMMUNICATIONS ENGINEERING CO | 76,882.17 | Firewall Replacement |
| COMMUNICATIONS ENGINEERING CO | 3,443.16 | NETWORK EQUIPMENT FOR FIBER INSTALL-TREE CREW |
| COMMUNITY FOUNDATION OF GREATER DBQ | 18,750.00 | FY 2027 COS/POS cf-Envision dbq |
| COMMUNITY FOUNDATION OF GREATER DBQ | 21,250.00 | FY 2027 COS/POS cf-Project Hope |

| VENDOR NAME | NET AMOUNT | INVOICE DESCRIPTION |
|---|---|---|
| Concrete Polyfix, Inc. | 6,750.00 | Concrete PolyFix - Peru Rd Bridge |
| ConvergeOne Inc | 30,417.92 | VMWare Licensing Yearly Renewal |
| Crawford, Murphy & Tilly, Inc | 11,900.02 | Terminal Exit Lane Improvements |
| CURT'S SIGNATURE SIGN | 1,750.00 | Light Pole Banners |
| DEMMER OIL COMPANY | 3,461.42 | 1000.7 Gasahol |
| DEMMER OIL COMPANY | 8368.12 | UNLEADED FUEL- POD MARINA |
| DEMMER OIL COMPANY | 6,337.57 | UNLEADED FUEL- POD MARINA |
| DEMMER OIL COMPANY | 5,546.16 | UNLEADED FUEL- POD MARINA |
| DIETZ ENTERPRISES LLC | 5500 | Energy Savers Program approved contract work |
| DIETZ ENTERPRISES LLC | 14275 | 2900 Brunswick - Construction - HHP'24 |
| Digitech Computer LLC | 15,326.78 | Ambulance Billing Cash Receipts for FY27 |
| Dinges Partners Group | 156.65 | Various Bunker Gear Repairs |
| Dinges Partners Group | 2,270.61 | Various Bunker Gear Repairs |
| DITTMER RECYCLING INC | 50.00 | FY27 Shredding Service City Hall, Legal, Fed Bldg |
| DITTMER RECYCLING INC | 50.00 | FY27 Shredding Service City Hall, Legal, Fed Bldg |
| DITTMER RECYCLING INC | 50.00 | FY27 Shredding Service City Hall, Legal, Fed Bldg |
| DITTMER RECYCLING INC | 150.00 | TRASH AND RECYCLING CHARGES |
| DUBUQUE ARTS COUNCIL | 1,974.00 | FY27 Arts Capacity Building Grant |
| DUBUQUE AUXILIARY POLICE INC | 2869 | Insurance for Auxiliary Police |
| DUBUQUE COMMUNITY SCHOOL DIST | 3,913.46 | Franchise Fee FY27 |
| DUBUQUE COUNTY FINE ARTS SOCIETY | 5,600.00 | FY27 Arts Capacity Building Grant |
| DUBUQUE COUNTY HISTORICAL SOCIETY | 1,917.02 | Franchise Fee FY27 |
| DUBUQUE COUNTY HISTORICAL SOCIETY | 182.05 | Franchise Fee FY27 |
| DUBUQUE COUNTY SHERIFF | 8,149.98 | Dubuque County Sheriff RAVE |
| DUBUQUE COUNTY SHERIFF | 544.40 | Annual Firing Range Shared Costs |
| DUBUQUE COUNTY SHERIFF | 44,973.13 | May-June Sheriff Monthly Expenses/MediaCom |
| DUBUQUE HOSE & HYDRAULICS | 53.33 | (B) PW - Various parts LF & Garage |
| DUBUQUE HOSE & HYDRAULICS | 260.21 | (B) PW - Various parts LF & Garage |
| DUBUQUE HOSE & HYDRAULICS | 57.87 | (B) PW - Various parts LF & Garage |
| DUBUQUE HOSE & HYDRAULICS | 1.43 | (B) PW - Various parts LF & Garage |
| DUBUQUE HOSE & HYDRAULICS | 41.93 | (B) PW - Various parts LF & Garage |
| DUBUQUE HOSE & HYDRAULICS | 1.03 | (B) PW - Various parts LF & Garage |
| DUBUQUE HOSE & HYDRAULICS | 258.70 | (B) PW - Various parts LF & Garage |
| DUBUQUE HOSE & HYDRAULICS | 440.49 | (N) SWS- Shop Supplies LF 07/20/26 |
| DUBUQUE HOSE & HYDRAULICS | 2.11 | (B) PW - Various parts LF & Garage |
| DUBUQUE MUSEUM OF ART | 8,000.00 | FY27 Arts Capacity Building Grant |
| DUBUQUE SIGN COMPANY | 303.05 | SIGNAGE FOR PARKS |
| DUBUQUE SIGN COMPANY | 105.00 | RAGBRAI SIGNAGE |
| DUBUQUE SOIL & WATER CONSERVATION | 132,205.05 | Annual Pymt for 28E Agreement |
| DUBUQUE SYMPHONY ORCHESTRA | 8,000.00 | FY27 Arts Capacity Building Grant |
| E D ETNYRE & CO | 3,182.89 | 3202# - PARTS |
| E D ETNYRE & CO | 359.47 | FM - PARTS |
| E D ETNYRE & CO | 844.87 | FM - PARTS |
| E D ETNYRE & CO | (1,657.15) | 3202# - PARTS - 6/1/2026 |
| Eagle Point Solar LLC | 24,334.80 | (B) PW- Removal and Reinstallation of Solar Panels |
| EASTERN IOWA ASPHALT MAINTENANCE IN | 5,343.60 | MSC PAVE PRES JOINT- Concrete Band & Crack Seal |
| EASTERN IOWA ASPHALT MAINTENANCE IN | 16,525.00 | (B)- FY27 Loras Blvd Crack Seal Main St to White |
| EASTERN IOWA EXCAV & CONCRETE LLC | 170,491.31 | Auburn & Custer Utility & Roadway Project |
| EDWARDS CAST STONE COMPANY | 270.46 | Franchise Fee FY27 |
| EDWARDS CAST STONE COMPANY | 32.07 | Franchise Fee FY27 |
| ENTENMANN-ROVIN COMPANY | 545.10 | Badges for Chief, Assist Chief, and LT |
| ESO SOLUTIONS INC | 59,425.18 | Software Support |
| ESO SOLUTIONS INC | 7,198.16 | Software Support |
| EVAN LEWIS INC | 400.00 | Replacement Sculpture |
| F&W SERVICE COMPANY INC | 285.00 | FM - Service - 06262026 |
| FAST LANE MOTOR PARTS LLC | 208.44 | JOTC shop supplies 6/12/2026 |
| FEDEX | 44.63 | Fed X Shipping Fee-Water Bottle Sample & Lap Top |
| FEDEX | 15.32 | Fed X Shipping Fee-Water Bottle Sample - Lead |
| FEH Associates Inc | 893.25 | EAGLE POINT WTP THIRD FLOOR CONF. RM PRJ.-CONSTULT |
| FEH Associates Inc | 18,861.25 | Professional Services Bunkroom remodel |

| VENDOR NAME | NET AMOUNT | INVOICE DESCRIPTION |
|---|---|---|
| FOTH INFRASTRUCTURE & ENVIRO LLC | 120,985.50 | Relocate Taxiway A - Phase 5 |
| FOTH INFRASTRUCTURE & ENVIRO LLC | 56,407.45 | Relocate Taxiway A - Phase 5 |
| FOTH INFRASTRUCTURE & ENVIRO LLC | 2,685.28 | Relocate Taxiway A |
| FOTH INFRASTRUCTURE & ENVIRO LLC | 83,682.90 | Relocate Taxiway A - Phase 5 |
| FOTH INFRASTRUCTURE & ENVIRO LLC | 11,015.21 | Relocate Taxiway A |
| Frontline Public Safety Solutions | 6,930.00 | Training Tracker Annual Fee 7/1/26-6/30/27 |
| Full Bohr Concrete | 9,139.13 | 2026 Concrete work in public ROW 1 |
| Full Bohr Concrete | 1,237.18 | 2026 Concrete work in public ROW 1 |
| Full Bohr Concrete | 1,901.20 | 2026 Concrete work in public ROW 1 |
| Full Bohr Concrete | 1,449.45 | 2026 Concrete work in public ROW 1 |
| Full Bohr Concrete | 2,523.88 | 2026 Concrete work in public ROW 2 |
| Full Bohr Concrete | 5,007.25 | 2026 Concrete work in public ROW 2 |
| Full Bohr Concrete | 8,226.80 | 2026 Concrete work in public ROW 2 |
| Full Bohr Concrete | 3,652.00 | 2026 Concrete work in public ROW 2 |
| Full Bohr Concrete | 2,359.92 | 2026 Concrete work in public ROW 2 |
| Full Bohr Concrete | 3,860.68 | 2026 Concrete work in public ROW contract 3 |
| Full Bohr Concrete | 1,632.00 | 2026 Concrete work in public ROW contract 3 |
| Full Bohr Concrete | 2,372.20 | 2026 Concrete work in public ROW contract 3 |
| Full Bohr Concrete | 4,972.32 | 2026 Concrete work in public ROW contract 3 |
| Full Bohr Concrete | 2,641.40 | 2026 Concrete work in public ROW contract 3 |
| Full Bohr Concrete | 2,630.96 | 2026 Concrete work in public ROW contract 3 |
| Full Bohr Concrete | 2,697.00 | 2026 Concrete work in public ROW contract 3 |
| Full Bohr Concrete | 2,785.64 | 2026 Concrete work in public ROW contract 3 |
| Full Bohr Concrete | 1,814.16 | 2026 Concrete work in public ROW 1 |
| Full Bohr Concrete | 2,068.64 | 2026 Concrete work in public ROW 1 |
| Full Bohr Concrete | 986.88 | 2026 Concrete work in public ROW contract 3 |
| Full Bohr Concrete | 1,755.84 | 2026 Concrete work in public ROW Contract 4 |
| Full Bohr Concrete | 2,377.00 | 2026 Concrete work in public ROW Contract 4 |
| Full Bohr Concrete | 2,526.40 | 2026 Concrete work in public ROW Contract 4 |
| Full Bohr Concrete | 5,591.18 | 2026 Concrete work in public ROW Contract 4 |
| Full Bohr Concrete | 1,699.68 | 2026 Concrete work in public ROW Contract 4 |
| Full Bohr Concrete | 5,413.16 | 2026 Concrete work in public ROW Contract 4 |
| Full Bohr Concrete | 1,151.36 | 2026 Concrete work in public ROW 1 |
| Full Bohr Concrete | 4,589.82 | 2026 Concrete work in public ROW 1 |
| Full Bohr Concrete | 1,753.64 | 2026 Concrete work in public ROW 2 |
| Full Bohr Concrete | 1,531.08 | 2026 Concrete work in Public ROW Contract 5 |
| Full Bohr Concrete | 2,168.52 | 2026 Concrete work in Public ROW Contract 5 |
| Full Bohr Concrete | 2,885.56 | 2026 Concrete work in Public ROW Contract 5 |
| Full Bohr Concrete | 2,040.80 | 2026 Concrete work in Public ROW Contract 5 |
| Full Bohr Concrete | 1,494.80 | 2026 Concrete work in Public ROW Contract 5 |
| Full Bohr Concrete | 1,751.30 | 2026 Concrete work in Public ROW Contract 5 |
| Full Bohr Concrete | 3,132.50 | 2026 Concrete work in Public ROW Contract 5 |
| Full Bohr Concrete | 2,180.12 | 2026 Concrete work in Public ROW Contract 5 |
| Full Bohr Concrete | 1,110.20 | 2026 Concrete work in Public ROW Contract 5 |
| GENUINE PARTS COMPANY INC | 24.39 | (B) FM - Various Parts |
| GENUINE PARTS COMPANY INC | 19.85 | (N) SWS- Shop Tool 4DR 6PT Impact LF 07/08/26 |
| GENUINE PARTS COMPANY INC | (8.44) | GARAGE - STOCK FILTER - 3/16/2026 |
| GENUINE PARTS COMPANY INC | 16.84 | (B) FM - Various Parts |
| GENUINE PARTS COMPANY INC | 67.31 | (B) FM - Various Parts |
| GENUINE PARTS COMPANY INC | 39.32 | (B) FM - Various Parts |
| GENUINE PARTS COMPANY INC | 14.93 | (B) FM - Various Parts |
| GENUINE PARTS COMPANY INC | 11.13 | (B) FM - Various Parts |
| GENUINE PARTS COMPANY INC | 6.29 | (B) FM - Various Parts |
| GENUINE PARTS COMPANY INC | 549.78 | (B) FM - Various Parts |
| GENUINE PARTS COMPANY INC | 150.47 | (B) FM - Various Parts |
| GEOGRAPH TECHNOLOGIES LLC | 20,000.00 | Crescent Link Subscription |
| GIESE SHEET METAL CO INC | 55.20 | ALUMINUM PLATE FOR NEW POLY SCALE |
| GIESE SHEET METAL CO INC | 364.50 | (N) MSC- Repairs to Air Conditioner 07/24/26 |
| GILLIG LLC | 1,202.83 | (B) FM - VARIOUS PARTS |
| GOTO TECHNOLOGIES USA, LLC | 18,670.08 | GoTo Services |

| VENDOR NAME | NET AMOUNT | INVOICE DESCRIPTION |
|---|---|---|
| GRAINGER INC | 416.42 | (N)- PW Gloves and Safety Glasses Ref/ LF |
| GREATER DUBUQUE DEVELOPMENT CORP | 91.48 | GDDC Annual Meeting 07/14/2026 |
| HAWKINS INC | 7,564.92 | FY26-FY27 SODIUM HYPOCHLORITE(CHLORINE) FOR WTP |
| HDR ENGINEERING INC | 3,760.29 | DMASWA TO 20 - Horiz Exp Permitting |
| HDR ENGINEERING INC | 27140.6 | LF- Customer Convenience Care Center Project |
| HDR ENGINEERING INC | 6,855.23 | (B) SWS- FY 27 HDR Annual Engineering ServIces |
| HDR ENGINEERING INC | 923.83 | Grant Negotiation Support |
| HDR ENGINEERING INC | 103,632.00 | HDR - OMLS Middle Fork Phase 3 Design Contract |
| HENDERSON PRODUCTS INC | 79.42 | (B) FM - Various Parts |
| HILLCREST FAMILY SERVICES INC | 45.99 | Franchise Fee FY27 |
| HILLCREST FAMILY SERVICES INC | 48.37 | Franchise Fee FY27 |
| HILLCREST FAMILY SERVICES INC | 329.92 | Franchise Fee FY27 |
| HILLCREST FAMILY SERVICES INC | 19.80 | Franchise Fee FY27 |
| HILLCREST FAMILY SERVICES INC | 473.87 | Franchise Fee FY27 |
| HILLCREST FAMILY SERVICES INC | 32.94 | Franchise Fee FY27 |
| HODGE COMPANY | 17,992.03 | Chavenelle Lease - IT and Finance |
| Home-Machers LLC | 5,000.00 | ADA Project Grant Reimbursement - 1420 Central |
| Hooks Hydraulics & Equipment | 133.00 | FM - PARTS |
| HORNUNG'S GOLF PRODUCTS, INC. | 395.26 | PENCILS FOR SCOREKEEPING |
| HOTEL JULIEN DUBUQUE | 179.20 | Human Rights Director Candidate Interviewee AL |
| KIETRA MCCULLOUGH | 6,870.16 | FSS ESCROW GRADUATION |
| HOYNE LANDSCAPING & SNOW PLOWING | 962.50 | Grass mowing contract for 2024 |
| HOYNE LANDSCAPING & SNOW PLOWING | 1,540.00 | Grass mowing contract for 2024 |
| HULSCHER FENCING INC | 19,810.00 | PICKLEBALL FENCE REPAIRS AT VETS |
| INFOSEND INC | 10,940.28 | FY27 Infosend Services |
| INGRAM LIBRARY SERVICES INC. | 21.40 | FY27 Books for Adult Collection |
| INGRAM LIBRARY SERVICES INC. | 1,510.30 | FY27 Books for Adult Collection |
| INGRAM LIBRARY SERVICES INC. | 13.49 | Childrens books FY27 |
| INGRAM LIBRARY SERVICES INC. | 345.95 | Childrens books FY27 |
| INGRAM LIBRARY SERVICES INC. | 25.47 | Teen YA library material - 3606-65020 |
| INGRAM LIBRARY SERVICES INC. | 269.15 | FY27 Books for Adult Collection |
| INGRAM LIBRARY SERVICES INC. | 1,081.25 | Childrens books FY27 |
| INGRAM LIBRARY SERVICES INC. | 170.32 | Teen YA library material - 3606-65020 |
| INGRAM LIBRARY SERVICES INC. | 119.26 | FY27 Books for Adult Collection |
| INGRAM LIBRARY SERVICES INC. | 22.20 | FY27 Books for Adult Collection |
| INTERSTATE PIPE & SUPPLY | 599.70 | Rubber Gasket for the manhole doors-Digester #4 |
| INTERSTATE PIPE & SUPPLY | 123.42 | Gaskets for Digester 4 Fitting |
| INTERSTATE PIPE & SUPPLY | 216.12 | Pipe for Digester Manway Door |
| IOWA KENWORTH INC | 106.34 | (B) FM - PARTS |
| IOWA KENWORTH INC | 10,459.75 | (B) FM - PARTS |
| IOWA KENWORTH INC | 177.43 | (B) FM - PARTS |
| IOWA ONE CALL | 672.20 | Iowa One Call |
| J & R SUPPLY COMPANY | 285.00 | PVC Fittings for pumping out the Digester |
| J & R SUPPLY COMPANY | 896.93 | 3" Sump Pump for Clarifiers |
| J & R SUPPLY COMPANY | 50.00 | Pipe to replace draw pipe for Lab |
| J & R SUPPLY COMPANY | 147.00 | Fittings for Bld 10 Pump Off Hook Up |
| J & R SUPPLY COMPANY | 2,600.00 | Valves for #2 Primary Clarifier |
| J & R SUPPLY COMPANY | 176.65 | Pipe and Fittings-Chem Feed in Bld 45 |
| J & R SUPPLY COMPANY | 50.00 | Bld 45 Bleach Line |
| J & R SUPPLY COMPANY | 650.00 | ANCHOR TEE TO CONNECT WATER MAIN FITTING |
| J & R SUPPLY COMPANY | 1,300.00 | 6 inch Valve |
| J & R SUPPLY COMPANY | 1,040.00 | FITTINGS FOR WATER MAIN REPAIRS-RESTOCK |
| J & R SUPPLY COMPANY | 2,920.00 | SUPPLIES FOR 20" VALVE ON W. 6TH ST |
| J & R SUPPLY COMPANY | 6,920.00 | MAIN BREAK REPLACEMENT PARTS FOR STOCK |
| J & R SUPPLY COMPANY | 2,250.00 | Valve for Digester #4 Hatch |
| J&R RENTAL LLC | 207.60 | REPAIR PARTS FOR CONCRETE & PIPE CUTTING SAWS |
| J&R RENTAL LLC | 1,106.53 | BLADES FOR CUTTING PIPES |
| J&R RENTAL LLC | 13.99 | CHAIN SAW PARTS |
| JAEGER PLUMBING & PUMP INC | 156.45 | Iowa St Ramp Maintenance |
| James Cole | 400.00 | AOTR 2025-2026 Exhibiting Artist –"Verdi's Path |

| VENDOR NAME | NET AMOUNT | INVOICE DESCRIPTION |
|---|---|---|
| Jim Giese Commercial Roofing, Inc. | 445.50 | City Hall Roof Repair |
| Jonathan Allender-Zivic | 37,346.79 | CONSOLES AND ACCESSORIES |
| Katie Cove Homeowners Association | 800.00 | 2026 Association Dues - Road Fund/"HOA annual fees |
| KEY CITY CONCRETE CREATIONS | 3,880.69 | 2026 concrete work in public ROW Contract 1 |
| KRAMER PEST CONTROL | 100.00 | ST4-Termidor Ant Treatment for Fire Station 4 |
| KRUSER SEPTIC SERVICE INC | 1,380.00 | EXCAVATOR FOR EMERGENCY WATER MAIN BREAK |
| LEADSONLINE LLC | 11,952.00 | Subscription for Investigations |
| STEVE CLEWELL | 15.00 | REC CLASS REFUND- REC1010-02 |
| STEVE CLEWELL | 18.00 | REC CLASS REFUND- REC1056-01 |
| LIME ROCK SPRINGS CO | 235.5 | FY27 BEVERAGE CONTRACT |
| LIME ROCK SPRINGS CO | 1048.26 | FY27 BEVERAGE CONTRACT |
| Link Coatings, LLC | 265.00 | FM - SERVICE & PARTS |
| LORAS COLLEGE | 866.25 | SUMMER 2026 LORAS COLLEGE SOCCER CAMP |
| MACQUEEN EQUIPMENT GROUP | 171.01 | (B) FM - Various Parts |
| MACQUEEN EQUIPMENT GROUP | 49.45 | (B) FM - Various Parts |
| MACQUEEN EQUIPMENT GROUP | 616.78 | (B) FM - Various Parts |
| MACQUEEN EQUIPMENT GROUP | 1,029.66 | (B) FM - Various Parts |
| MACQUEEN EQUIPMENT GROUP | 55.95 | (B) FM - Various Parts |
| MACQUEEN EQUIPMENT GROUP | 114.98 | Various MSA G1 Items |
| MACQUEEN EQUIPMENT GROUP | 272.07 | (B) FM - Various Parts |
| MARTIN EQUIPMENT OF IL INC | 130.75 | (B) FM - Parts & Service |
| MARTIN EQUIPMENT OF IL INC | 317.86 | (B) FM - Parts & Service |
| MARTIN EQUIPMENT OF IL INC | 189.50 | (B) FM - Parts & Service |
| MARTIN EQUIPMENT OF IL INC | 200.10 | (B) FM - Parts & Service |
| MARTIN EQUIPMENT OF IL INC | 1,312.98 | (B) FM - Parts & Service |
| MARTIN EQUIPMENT OF IL INC | 275.64 | (B) FM - Parts & Service |
| MARTIN EQUIPMENT OF IL INC | 322.00 | (B) FM - Parts & Service |
| MARTIN EQUIPMENT OF IL INC | 2,885.68 | (B) FM - Parts & Service |
| MARTIN EQUIPMENT OF IL INC | 78.16 | (B) FM - Parts & Service |
| MARTIN EQUIPMENT OF IL INC | 279.36 | (B) FM - Parts & Service |
| MARTIN EQUIPMENT OF IL INC | 94.63 | (B) FM - Parts & Service |
| MARTIN EQUIPMENT OF IL INC | 618.94 | (B) FM - Parts & Service |
| MARTIN EQUIPMENT OF IL INC | 101.45 | (B) FM - Parts & Service |
| MARTIN EQUIPMENT OF IL INC | 120.88 | (B) FM - Parts & Service |
| MARTIN EQUIPMENT OF IL INC | 12,500.00 | (B) FM - Parts & Service |
| MATHEWSON PRINTING LLC | 42.15 | Printing of name places for commissioners |
| MATHEWSON PRINTING LLC | 114.40 | Notary Stamps |
| MCAULIFFE EXCAVATING INC | 8,170.00 | Detention Basin Outfall Berm Repair Pebble Cove |
| MCDERMOTT EXCAVATING | 5,900.00 | Street Light Replacement Jackson and 11th |
| MEDIACOM | 236.90 | FY27 INTERNET FOR POD MARINA |
| MIDWEST ALARM SERVICES INC | 362 | Central Ramp Service Call |
| Midwest Injection | 11,973.00 | Activated Sludge Pumping & Centrate Tank Mixing |
| Midwest Injection | 2,896.00 | Activated Sludge Pumping & Centrate Tank Mixing |
| Midwest Injection | 324,000.00 | Clean Digester #4 at the WRRC |
| MIDWEST TAPE LLC | 546.83 | FY27 Adult circulating materials |
| MIDWEST TAPE LLC | 330.63 | FY27 Adult circulating materials |
| MIDWEST TAPE LLC | 180.15 | FY27 Adult circulating materials |
| MIKE FINNIN FORD LLC | 359.96 | (B) FM - Parts & Service |
| MIKE FINNIN FORD LLC | 91.59 | (B) FM - Parts & Service |
| MIKE FINNIN FORD LLC | 2,252.32 | (B) FM - Parts & Service |
| MIKE FINNIN FORD LLC | 833.99 | (B) FM - Parts & Service |
| Mint Green Group USA | 104.55 | PRO SHOP SPECIALTY ITEM |
| MT LIBRARY SERVICES INC | 970.00 | Childrens book - 65020 |
| MULGREW OIL COMPANY | 9,834.91 | Diesel for Generators @ WRRC |
| MULGREW OIL COMPANY | 4,071.38 | (B) PW-Fuel |
| MULGREW OIL COMPANY | 235.79 | (B) PW-Fuel |
| MULGREW OIL COMPANY | 2,665.81 | (B) PW-Fuel |
| MUNICIPAL COLLECTIONS OF AMERICA IN | 9,839.09 | Ambulance Collections |
| MUNICIPAL COLLECTIONS OF AMERICA IN | 183.55 | Collection Fees for Utility Billing |
| MYERS-COX CO | 1,648.00 | MISC FOOD ITEMS- BHGC |

| VENDOR NAME | NET AMOUNT | INVOICE DESCRIPTION |
|---|---|---|
| MYERS-COX CO | 67.34 | FOOD FOR BHGC & MCALEECE CONCESSIONS |
| MYERS-COX CO | 489.68 | MISC FOOD ITEMS- SUTTON POOL CONCESSIONS |
| MYERS-COX CO | 2,051.20 | FOOD FOR BHGC & MCALEECE CONCESSIONS |
| MYERS-COX CO | 1,332.35 | MISC FOOD ITEMS- FLORA POOL CONCESSIONS |
| MYERS-COX CO | 1416.27 | MISC FOOD ITEMS- POOLS |
| MYERS-COX CO | 896.41 | MISC FOOD ITEMS- POOLS |
| MYERS-COX CO | 62.84 | MISC FOOD ITEMS- BHGC |
| NETWORK COMPUTER SOLUTIONS | 175.00 | Service on 7/14 |
| NICHOLAS EDWARDS, MD | 3,333.33 | EMS Director Yearly Salary for EMS Support FY27 |
| NORTHEAST IOWA SCHOOL OF MUSIC | 6,170.00 | FY27 Arts Capacity Building Grant |
| ONLINE COMPUTER LIBRARY CENTER | 1840.82 | OCLC annual agreement |
| ONLINE COMPUTER LIBRARY CENTER | 2134.11 | OCLC annual agreement |
| O'REILLY AUTOMOTIVE INC | 39.98 | (B) FM - PARTS AND OP SUPPLIES |
| O'REILLY AUTOMOTIVE INC | 59.80 | (B) FM - PARTS AND OP SUPPLIES |
| O'REILLY AUTOMOTIVE INC | 10.49 | (B) FM - PARTS AND OP SUPPLIES |
| O'REILLY AUTOMOTIVE INC | 72.28 | (B) FM - PARTS AND OP SUPPLIES |
| O'REILLY AUTOMOTIVE INC | 23.75 | (B) FM - PARTS AND OP SUPPLIES |
| O'REILLY AUTOMOTIVE INC | 99.97 | (B) FM - PARTS AND OP SUPPLIES |
| O'REILLY AUTOMOTIVE INC | 16.76 | (B) FM - PARTS AND OP SUPPLIES |
| O'REILLY AUTOMOTIVE INC | 519.50 | (B) FM - PARTS AND OP SUPPLIES |
| O'REILLY AUTOMOTIVE INC | 323.60 | (B) FM - PARTS AND OP SUPPLIES |
| O'REILLY AUTOMOTIVE INC | 176.60 | (B) FM - PARTS AND OP SUPPLIES |
| O'REILLY AUTOMOTIVE INC | 21.62 | (B) FM - PARTS AND OP SUPPLIES |
| O'REILLY AUTOMOTIVE INC | 14.07 | (B) FM - PARTS AND OP SUPPLIES |
| O'REILLY AUTOMOTIVE INC | 34.99 | (B) FM - PARTS AND OP SUPPLIES |
| O'REILLY AUTOMOTIVE INC | 439.17 | (B) FM - PARTS AND OP SUPPLIES |
| ORIGIN DESIGN CO | 3,717.00 | Origin Task Order No 26-04_17th RR Culvert Crossin |
| ORKIN LLC | 299.00 | WASP/HORNET CONTROL IN CITY TREE |
| ORKIN LLC | 267.05 | TERMITE AND PEST INSPECTIONS FY27 |
| OUTDOOR RECREATION PRODUCTS | 683.75 | PLAYGROUND PARTS DECK REPAIR-COMISKEY |
| OVERHEAD DOOR COMPANY | 1113.96 | America's Hangar/Side Door |
| OVERHEAD DOOR COMPANY | 45.00 | HDQ-Overhead Door Transmitter |
| OVERHEAD DOOR COMPANY | 281.00 | HDQ-Overhead Door Maintenance at Headquarters |
| PENDLETON TURF SUPPLY | 331.80 | TURF CHEMICALS |
| PERFORMANCE FABRICATION INC | 14,320.00 | 3rd & Main Chamber Ext Patio Railing Ph 2 |
| Pigeon Art Center, Inc | 8,000.00 | FY27 Arts Capacity Building Grant |
| PIGOTT INC. | 471.58 | Replacement Chair for Video Producer |
| Pitney Bowes Bank Inc Reserve Account | 18,548.56 | Reserve Acct FY27 - City of Dubuque Housing |
| PITNEY BOWES GLOBAL FINANCIAL | 824.94 | Lease for Postage Meter (2026-06-06 to 2026-09-05) |
| Police Legal Sciences, Inc. | 10,200.00 | Police Online Legal Training |
| PORTZEN CONSTRUCTION INC | 240.00 | (N) MSC- EMERGENCY Leak by Mens Locker Room |
| PORTZEN CONSTRUCTION INC | 491,085.26 | Dubuque Gate and Pump Station Flood Mitigation 16t |
| PRAIRIE FARMS | 4,722.26 | Franchise Fee FY27 |
| PRECISE MRM LLC | 860.00 | (N)- PW 2026-06 Subscription |
| PRECISE MRM LLC | 360.00 | Precise vehicle monitoring Engineering |
| R & W RESTORATION | 12,500.00 | 3rd & Main Chamber Ext Patio Wall Tuckpoint |
| RACOM CORPORATION | 902.72 | Portable Radio Maintenance |
| RACOM CORPORATION | 428.04 | Oticom Harness for PD Vehicles/Vehicle Build |
| RACOM CORPORATION | 140,466.70 | Replace MDT's for 25 Vehicles |
| RACOM CORPORATION | 6,490.00 | Oticom Harness for PD Vehicles/Vehicle Build |
| RACOM CORPORATION | 7,059.60 | Opticoms for Patrol Vehicles |
| RACOM CORPORATION | 34,386.15 | Replace MDT's for 25 Vehicles |
| Reinders Inc | 752.20 | CABLE FOR GOLF MAINTENANCE |
| RICHARD F BIECHLER | 399.00 | Generator Maintenance for FY27 for 5 Stations |
| RICHARD F BIECHLER | 399.00 | Generator Maintenance for FY27 for 5 Stations |
| RICHARD F BIECHLER | 399.00 | Generator Maintenance for FY27 for 5 Stations |
| RICHARD F BIECHLER | 399.00 | Generator Maintenance for FY27 for 5 Stations |
| RICHARD F BIECHLER | 399.00 | Generator Maintenance for FY27 for 5 Stations |
| Rider Lacy Block | 5,000.00 | ADA Project Grant Reimbursement - 1700 Central |
| Rider Lacy Block | 5,000.00 | ADA Project Grant Reimbursement - 1706 Central |

| VENDOR NAME | NET AMOUNT | INVOICE DESCRIPTION |
|---|---|---|
| Rider Lacy Block | 5,000.00 | ADA Project Grant Reimbursement - 1722 Central |
| RILCO, Inc | 3,162.50 | FM - BULK FLUIDS |
| RIVER CITY PAVING | 166,799.77 | Various Asphalt and Materials |
| RIVER CITY PAVING | 95,360.83 | Various Asphalt and Materials |
| RIVER CITY STONE | 72.72 | LIME FOR MCALEECE BALLFIELDS |
| RIVER CITY STONE | 150.75 | Various Stone and Materials |
| RIVER CITY STONE | 305.55 | Various Stone and Materials |
| RIVER CITY STONE | 467.28 | Various Stone and Materials |
| RIVER CITY STONE | 215.13 | Various Stone and Materials |
| RIVER CITY STONE | 127.62 | Various Stone and Materials |
| RIVER CITY STONE | 489.13 | Various Stone and Materials |
| RIVER CITY STONE | 304.74 | Various Stone and Materials |
| RIVER CITY STONE | 358.02 | Various Stone and Materials |
| ROEDER OUTDOOR POWER EQUIPMENT | 104.25 | 3480# - PARTS |
| ROEDER OUTDOOR POWER EQUIPMENT | 129.12 | FM - PARTS |
| SADLER POWER TRAIN INC | 560.18 | (B) FM - PARTS & SM TOOLS/EQ |
| SADLER POWER TRAIN INC | 43.54 | (B) FM - PARTS & SM TOOLS/EQ |
| SADLER POWER TRAIN INC | 29.99 | (B) FM - PARTS & SM TOOLS/EQ |
| SADLER POWER TRAIN INC | 130.88 | (B) FM - PARTS & SM TOOLS/EQ |
| SADLER POWER TRAIN INC | 13.22 | (B) FM - PARTS & SM TOOLS/EQ |
| SADLER POWER TRAIN INC | 160.52 | (B) FM - PARTS & SM TOOLS/EQ |
| SADLER POWER TRAIN INC | 57.28 | (B) FM - PARTS & SM TOOLS/EQ |
| SADLER POWER TRAIN INC | 18.27 | (B) FM - PARTS & SM TOOLS/EQ |
| SADLER POWER TRAIN INC | 26.73 | (B) FM - PARTS & SM TOOLS/EQ |
| SADLER POWER TRAIN INC | 199.60 | (B) FM - PARTS & SM TOOLS/EQ |
| SADLER POWER TRAIN INC | 6.74 | (B) FM - PARTS & SM TOOLS/EQ |
| SADLER POWER TRAIN INC | 45.27 | (B) FM - PARTS & SM TOOLS/EQ |
| SADLER POWER TRAIN INC | 212.96 | (B) FM - PARTS & SM TOOLS/EQ |
| SADLER POWER TRAIN INC | 58.19 | (B) FM - PARTS & SM TOOLS/EQ |
| SEDONA STAFFING | 274.05 | Hours Worked - Admin Support - 04/26/26 |
| SEDONA STAFFING | 502.43 | Hours Worked - Admin Support - 06/07/26 |
| SEDONA STAFFING | 228.38 | Hours Worked - Admin Support - 06/14/26 |
| SEDONA STAFFING | 1,295.94 | Hours Worked - Admin Support - 06/28/26 |
| SEDONA STAFFING | 1,141.88 | Hours Worked - Admin Support - 07/10/26 |
| SEDONA STAFFING | 516.56 | Hours Worked - Admin Support - 07/17/26 |
| SELCO INC | 114.00 | (N) FO - EMERGENCY Signs for Milling Street Crew |
| SENECA COMPANIES | 1,470.88 | EMERGENCY SERVICE ON POS SYSTEM AT POD MARINA |
| SERGEANT LABORATORIES INC | 15,061.35 | One-Yr Aristotle Insight License 9/15/26 - 9/15/27 |
| SOFTCHOICE CORPORATION | 938.28 | License for Windows Server |
| ST LUKES HEALTH - UNITYPOINT CLINIC | 478.00 | MRO Drug Screen results - May and June 2026 |
| Stantec Consulting Services, Inc. | 8,554.00 | Ice Harbor Gate Inspection |
| STEFFEN LAWN & SNOW | 1,830.00 | Lawn Mowing - City Owned Properties for 2024-2025 |
| STRAND ASSOCIATES INC | 1,074.61 | SCADA Consulting Svces - Tsk 26-02, Pro 1154.053 |
| STRAND ASSOCIATES INC | 2,500.00 | Phase I 2025 MCC & PLC Upgrades-25-11 1154.124 |
| STRAND ASSOCIATES INC | 267.37 | Bee Branch SCADA Maintenance |
| STRAND ASSOCIATES INC | 3,000.00 | WTP & Water Dist.Sys SCADA Upgrade |
| STRAND ASSOCIATES INC | 1,830.30 | WELL NO. 11 SOURCE WATER-CONSULTANT SVCS |
| STRAND ASSOCIATES INC | 2,673.07 | WRRC On Call Services - Task 26-01, Proj 1154.085 |
| STRAND ASSOCIATES INC | 900.00 | SCADA Computer Upgrade for BB Station and Sanitary |
| STRAND ASSOCIATES INC | 4,842.73 | Strand Task Order 26-07_17th W Locust FEMA BRIC |
| STREICHERS INC | 1,653.84 | Munition Supplies |
| THE BATTERY CENTER | 295.85 | Battery for Bld 55 Back up |
| THE FISCHER COMPANIES | 160.00 | FY27 Health Dept Parking Spots |
| THE FISCHER COMPANIES | 80.00 | August Parking for Human Rights-2 Spots at MFC Lot |
| THE FISCHER COMPANIES | 80.00 | Finance Parking Rent July |
| THE FISCHER COMPANIES | 40.00 | Rental - Land/Bldgs/Parking-Monthly parking space |
| The KZone Inc | 1635 | SUMMER 2026 KZONE BASEBALL/SOFTBALL/T-BALL PROGRAM |
| The Rustic Chicken Farm And Rabbitry | 900.00 | Rustic Chicken Petting Zoo |
| THOMPSON TIRE & RETREAD | 6,305.40 | (B) FM - Parts, Service, Op Supplies |
| THOMPSON TIRE & RETREAD | 192.00 | (B) FM - Parts, Service, Op Supplies |

| VENDOR NAME | NET AMOUNT | INVOICE DESCRIPTION |
|---|---|---|
| THOMPSON TIRE & RETREAD | 213.50 | (B) FM - Parts, Service, Op Supplies |
| THOMPSON TIRE & RETREAD | 349.65 | (B) FM - Parts, Service, Op Supplies |
| THOMPSON TIRE & RETREAD | 2,222.00 | (B) FM - Parts, Service, Op Supplies |
| THOMPSON TIRE & RETREAD | 765.74 | (B) FM - Parts, Service, Op Supplies |
| THOMPSON TIRE & RETREAD | 299.50 | (B) FM - Parts, Service, Op Supplies |
| THREE RIVERS FS INC | 410.40 | (N) SWS- Spectra Lube Red 2 30TB CS- LF 07/16/26 |
| THREE RIVERS FS INC | 43.65 | (N) FM - LP Gas #33 |
| TOP GRADE EXCAVATING INC | 6300 | Bld 75 South Steps Removal & Flushing Hydrant |
| TREASURER STATE OF IOWA ILEA | 9,925.00 | Basic Academy/Defensive Tactics |
| TREASURER STATE OF IOWA ILEA | 625.00 | Basic Academy/Defensive Tactics |
| TRICOR INC | 1,250.00 | (N) SWS- FY 27 Annual Safety Training LF Employees |
| Tri-State Shred, Inc. | 57.7 | On-Site Shredding by the Tote - Chavenelle |
| TRUCK EQUIPMENT INC | 466.91 | FM - PARTS (MINI BLANKET) |
| TRUCK EQUIPMENT INC | 941.88 | FM - PARTS (MINI BLANKET) |
| TRUCK EQUIPMENT INC | 2,652.00 | FM - PARTS (MINI BLANKET) |
| TUMBLEWEED PRESS INC | 799.00 | FY27 Tumblebook ebook platform subscription |
| TURPIN DODGE OF DUBUQUE LLC | 19.24 | FM - PARTS |
| UNION HOERMANN PRESS | 2,760.69 | FY2027 Dollars & Cents brochure printing |
| UNISON SOLUTIONS INC | 275 | Monthly Analysis Kit for H2S Testing |
| VERIZON WIRELESS SERVICES LLC | 110.22 | Fixed Route Signs Data FY27 |
| VERIZON WIRELESS SERVICES LLC | 418.50 | Fixed Route Rangers Data FY27 |
| VERIZON WIRELESS SERVICES LLC | 240.24 | Mini Bus Ops Data FY27 |
| Vestis Group Inc (f/k/a Aramark) | 147.15 | FY27 Monthly Linen |
| Vestis Group Inc (f/k/a Aramark) | 245.58 | FY27 Monthly Linen |
| Vidl Solutions, Inc | 2,700.00 | CC Goal-Organizational Culture Continuous Improvem |
| Walker Consultants, Inc. | 4,208.05 | Parking Equipment Design |
| Walker Consultants, Inc. | 4350.77 | Parking Equipment Design |
| WARTBURG THEOLOGICAL SEMINARY | 627.53 | Franchise Fee FY27 |
| WARTBURG THEOLOGICAL SEMINARY | 53.67 | Franchise Fee FY27 |
| WB McCloud & Co, Inc. | 306.18 | FY27 Monthly Pest Prevention |
| WB McCloud & Co, Inc. | 306.18 | FY27 Monthly Pest Prevention |
| WELU PRINTING COMPANY | 358.48 | Blue Return Envelopes for the WRRC |
| WENZEL TOWING SERVICE | 59.50 | FM - Service (mini blanket) |
| WENZEL TOWING SERVICE | 59.50 | FM - Service (mini blanket) |
| WENZEL TOWING SERVICE | 59.50 | FM - Service (mini blanket) |
| WENZEL TOWING SERVICE | 250.00 | FM - Service (mini blanket) |
| WENZEL TOWING SERVICE | 187.50 | FM - Service (mini blanket) |
| WENZEL TOWING SERVICE | 69.50 | FM - Service (mini blanket) |
| WENZEL TOWING SERVICE | 69.50 | FM - Service (mini blanket) |
| WESTPHAL & COMPANY, INC | 20,715.00 | FIBER OPTIC SPLICING FOR WTP AND REMOTE FACILITIES |
| WESTPHAL & COMPANY, INC | 1,377.74 | Fiber Termination US 151/61 |
| WESTPHAL & COMPANY, INC | 152.63 | REMOVAL OF EX FANS ON ROOF TO ELIMINATE FANS |
| WEX HEALTH INC | 1,027.30 | FY27 COBRA, Commuter, FSA Administration |
| WHKS AND COMPANY | 2,505.19 | RUSTIC POINT PARK DESIGN AND DEVELOPMENT |
| WHKS AND COMPANY | 18,662.63 | Loras Blvd Reconst and Repairs Task Order #27 |
| ZACHARY GILLIES | 828.57 | CAMPGROUND MANAGER PAYMENTS FY27 |
| | $ 3,476,339.66 | |

**CITY OF DUBUQUE, IOWA**
**07/16/2026 - 07/30/2026**
**EXPENDITURES BY PURPOSE AND VENDOR**

| Vendor | Description | Amount |
|---|---|---|
| 3M | (N) FO - ElectroCut Film | $ 1,353.24 |
| 7G DISTRIBUTING LLC | Alcohol Purchase Recreation | 4,044.88 |
| A & G ELECTRIC COMPA | EV Bus Charging Station Application 1 | 60,907.35 |
| A-1 MOBILE STORAGE S | STORAGE CONTAINER FOR BRANCHING OUT DBQ | 175.00 |
| AARON DOUGLAS | TREE REMOVAL | 6,000.00 |
| ABELN ABSTRACT | 2527 Washington St. - Abein Abstract - City Owned | 325.00 |
| ABELN ABSTRACT | 821 Garfield - Abeln Abstract - City Owned Proper. | 325.00 |
| ACCESS TECHNOLOGIES | FY27 Copy and Print Costs for Malfunctions | 458.29 |
| ACCO UNLIMITED CORPO | POOL CHEMICALS | 2,323.40 |
| Acuren Inspection In | 3236# - SERVICE CRANE INSPECTION - 6/16/2026 | 325.00 |
| Acuren Inspection In | 3305# - SERVICE CRANE INSPECTION - 6/16/2026 | 245.00 |
| Acuren Inspection In | 3309# - SERVICE - CRANE INSPECTION - 6/16/2026 | 351.00 |
| Acuren Inspection In | 420001# - SERVICE CRANE INSPECTION - 6/16/2026 | 245.00 |
| Acuren Inspection In | 420002# - SERVICE CRANE INSPECTION - 6/16/2026 | 245.00 |
| Acuren Inspection In | 4909# - SERVICE CRANE INSPECTION - 6/16/2026 | 245.00 |
| Acuren Inspection In | 4910# - SERVICE CRANE INSPECTION - 6/16/2026 | 245.00 |
| ADDOCO INC | MULCH FOR GREENHOUSE AREAS | 1,483.00 |
| Advanced Turf Soluti | TURF CHEMICALS | 2,353.00 |
| ADVANTAGE SHEET META | FY27 HVAC Services City Hall | 1,204.60 |
| AHMANN'S LAWN CARE I | LAWN CARE AT MCCOY LOT-FY27 | 425.00 |
| AIRGAS USA LLC | (N) SWS- FY 27 Airgas Tank Rental LF | 10.80 |
| AIRGAS USA LLC | FY2027 BLANKET PO-CO2 FOR WATER TREATMENT PROCESS | 2,995.84 |
| AIRGAS USA LLC | FY2027 BLANKET PO-TANK RENTALS | 5.40 |
| AIRGAS USA LLC | Liquid Oxygen for the WRRC - FY27 | 47,905.89 |
| AIRGAS USA LLC | Medical Oxygen for Ambulances for FY27 | 270.56 |
| AIRGAS USA LLC | Tank & Vaporizer Rental - FY27 | 2,740.94 |
| AJGX3 | Safety Vests | 210.00 |
| ALLIANT ENERGY | (B) PW- FY27 Alliant Energy Cost Multiple Location | 12,792.35 |
| ALLIANT ENERGY | 2527 Washington St. - Alliant Energy - (City Owned | 25.38 |
| ALLIANT ENERGY | 2820 Brunswick - Alliant Energy - (City Owned) | 61.92 |
| ALLIANT ENERGY | 514 Angella - Alliant Energy (City Owned) | 29.99 |
| ALLIANT ENERGY | 821 Garfield - Alliant Energy - City Owned | 1,542.68 |
| ALLIANT ENERGY | Alliant 1522511000 5th St Ramp FY27 | 2,306.31 |
| ALLIANT ENERGY | ELECTRIC BILLS FOR FY27 | 417.87 |
| ALLIANT ENERGY | Electricity E 16th and Jackson St Pump Station | 1,536.31 |
| ALLIANT ENERGY | Electricity for Intermodal June 26 | 2,037.61 |
| ALLIANT ENERGY | Electricity for JOTC June 26 | 2,317.82 |
| ALLIANT ENERGY | FY27 Alliant Street and Traffic Lights | 59,559.81 |
| ALLIANT ENERGY | FY27 City Hall Electricty 50 W 13th | 4,472.82 |
| ALLIANT ENERGY | FY27 Electric 1503 W 3rd Communication Hut | 1,548.15 |
| ALLIANT ENERGY | FY27 Electricity 1300 Main City Hall Annex | 1,779.20 |
| ALLIANT ENERGY | FY27 Electricity 411 E 15th | 120.49 |

| | | |
|---|---|---|
| ALLIANT ENERGY | FY27 Electricity Engine House 1805 Central LA LB | 898.34 |
| ALLIANT ENERGY | FY27 Electricity Federal Bldg 350 W 6th St | 7,217.11 |
| ALLIANT ENERGY | FY27 Electricity MFC 1157 Central Ave | 2,611.83 |
| ALLIANT ENERGY | FY27 Electricity W 5th Restrooms | 79.23 |
| ALLIANT ENERGY | FY27 Monthly Electric Service | 5,581.71 |
| ALLIANT ENERGY | WRRC Electrical Expense - FY27 | 66,324.55 |
| ALLIANT ENERGY | WRRC Lift Stations - Electricity Expense FY27 | 26,826.45 |
| AMERICAN RESPONSE VE | 1914# - PARTS - 6/1/2026 | 229.54 |
| ARAMARK UNIFORM SERV | FY27 Monthly Linen | 716.96 |
| Ascendance Trucks | GARAGE - STOCK - 6/12/2026 | 579.29 |
| Ascendance Trucks | GARAGE - STOCK - 6/20/2026 | 66.00 |
| Ascendance Trucks | Various parts and service | 3,299.91 |
| Assured | Nurse Liability MRC | 158.00 |
| AT&T Mobility Nation | (B) PW- FY27 AT&T First Net Monthly Charges | 2,743.94 |
| AT&T Mobility Nation | AT&T FirstNet - 05/29/26-06/28/26 | 971.82 |
| AT&T Mobility Nation | FY27 AT&T First Net for PD | 5,143.55 |
| ATLANTIC BOTTLING CO | Drinks for NATA | 144.10 |
| AV FUEL | FY27 Aviation Fuel | 113,096.57 |
| BARD MATERIALS CENTR | CONCRETE FOR BBQ GRILL PADS AT PAVILION AREA | 117.64 |
| BARD MATERIALS CENTR | EMERGENCY WATER MAIN BREAK REP. - 1005 HIGH BLUFF | 688.15 |
| BARD MATERIALS CENTR | Various Concrete and Materials | 32,923.12 |
| BENJAMIN R HUNT | SOFTBALL UMPIRE | 150.00 |
| BERENS-TATE CONSULTI | Bond Arbitrage Series 2016A,B & C | 3,000.00 |
| BIECHLER ELECTRIC IN | REPAIR MAST ON PARK MAINT SHOP-EPP | 408.65 |
| BLACK HILLS/IOWA GAS | (B) SWS- FY27 BlackHills Gas Costs LF | 47.95 |
| BLACK HILLS/IOWA GAS | 2527 Washington St. - (City Owned) Black Hills | 22.49 |
| BLACK HILLS/IOWA GAS | 2820 Brunswick St. - Black Hills - (City Owned) | 24.03 |
| BLACK HILLS/IOWA GAS | 514 Angella - (City Owned) - Black Hills | 24.03 |
| BLACK HILLS/IOWA GAS | 821 Garfield - Black Hills Energy - (City Owned) | 23.25 |
| BLACK HILLS/IOWA GAS | FY2027 BLANKET PO - GAS | 181.53 |
| BLACK HILLS/IOWA GAS | FY27 - Gas Utility Expenses for 6 Fire Stations | 429.01 |
| BLACK HILLS/IOWA GAS | FY27 Natural Gas | 527.10 |
| BLACK HILLS/IOWA GAS | FY27 Annex 1310 Main Natural Gas | 49.03 |
| BLACK HILLS/IOWA GAS | FY27 Fed Bldg Natural Gas | 152.67 |
| BLACK HILLS/IOWA GAS | FY27 Gas Service for 300 Main, Suite 330 | 43.09 |
| BLACK HILLS/IOWA GAS | FY27 JOTC GAS UTILITIES | 108.19 |
| BLACK HILLS/IOWA GAS | NATURAL GAS BILLS FOR FY27 | 2,013.90 |
| BLACKSTONE AUDIO BOO | FY27 CD Audio books for library collection | 38.94 |
| Blue Sky Co, LLC | DOG WASTE BAGS | 1,399.90 |
| Book Farm LLC | Childrens Books | 119.92 |
| Boomerang Corp | Pay Application No. 10 | 92,934.22 |
| Boomerang Corp | Pay Application No. 3 | 1,334,212.98 |
| BRANDED BILLS, LLC | PRO SHOP MERCHANDISE | 494.31 |
| Brandon Schueler | SOFTBALL UMPIRE | 75.00 |
| BRUNE ENTERPRISES LL | FY27 Lawn Mowing Services | 10,700.00 |
| Butts Florist | MFC Flower Arrangement | 55.00 |
| Butts Florist | Weekly Flower Arrangements 7-21-26 | 55.00 |

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| CALLAWAY GOLF SALES | LOGO JAR BALLS | 624.00 |
| CALLAWAY GOLF SALES | PRO SHOP MERCHANDISE | 2,177.99 |
| CAPITAL SANITARY | (B) PW- FY27 Cap San Janitorial Services | 1,250.99 |
| CAPITAL SANITARY | Janitorial Supplies | 327.46 |
| CARRICO AQUATIC RESO | POOL CHEMICALS | 787.21 |
| CENGAGE LEARNING INC | Large Print Books FY27 | 36.00 |
| Central Tank Coating | FIRE HYDRANT RECOATING PROJECT | 23,180.00 |
| CENTURY LINK | June 22 - July 21 Phone bills | 86.16 |
| CENTURY LINK | May 20 - June 20 Phone bills | 167.33 |
| CHEMSEARCH | Cooling tower chemicals | 1,482.95 |
| CHEMSEARCH | LUBRICANT AND ANTI-CEASE FOR HYDRANT & VALVE MTC. | 1,699.95 |
| Children's Plus, Inc | FY27 Children's books | 213.49 |
| CINTAS CORP | Cintas Ramp Rugs FY27 | 167.29 |
| CINTAS CORP | FY2027 BLANKET PO-UNIFORMS | 355.83 |
| CINTAS CORP | FY27 Floor Mat Service City Hall, Annex, Fed Bldg | 367.23 |
| CINTAS CORP | JANITORIAL SUPPLIES- BHGC | 83.94 |
| CINTAS CORP | Mats, Cloths, shop towels JOTC FY27 | 375.39 |
| CINTAS CORP | Various Maintenance - FY26 | 1,826.87 |
| CINTAS FIRST AID & S | BAND AIDS FOR FIRST AID KIT | 21.64 |
| CINTAS FIRST AID & S | FY2026 First Aid Supplies | 260.19 |
| CINTAS FIRST AID & S | FY2027 BLANKET PO-FIRST AID SUPPLIES | 150.97 |
| CINTAS FIRST AID & S | Replenish Safety Supplies Garage June 26 | 8.03 |
| CITY OF DUBUQUE - UB | Community Impact Utility Bill payments | 1,507.42 |
| CLARKE UNIVERSITY | Franchise Fee FY27 | 515.11 |
| CLEARSPAN FABRIC STR | REPLACE POLYCARBONATE PANELS-GREENHOUSE | 61,000.00 |
| CLEVELAND GOLF | PRO SHOP ITEMS | 1,242.03 |
| CLEVELAND GOLF | PRO SHOP MERCHANDISE | 2,991.20 |
| CLOCKWORK PARTNERS L | VIEWING TOWERS -EPP | 84.44 |
| COBRA PUMA GOLF | PRO SHOP MERCHANDISE | 460.94 |
| COLLEGE LAWN SERVICE | FY27 Lawn Mowing Services | 12,773.99 |
| COMMUNICATIONS ENGIN | CABLING FOR TREE CREW BUILDING FOR FIBER | 3,611.89 |
| COMMUNICATIONS ENGIN | MSC Building Alarm Repair | 1,137.00 |
| CONFLUENCE, INC. | Historic Millwork District Community Space Design | 5,465.00 |
| CONLON CONSTRUCTION | Iowa Amphitheater Schmitt Island Bid Pkg 2 | 246,076.76 |
| CONLON CONSTRUCTION | Library Interior Renovations | 43,881.49 |
| CONSTELLATION NEW EN | COD-Dubuque City Garage: Kerper APR 2026 | 2,154.67 |
| CONSTELLATION NEW EN | FY27 City Hall Natural Gas | 350.43 |
| CRESCENT ELECTRIC | Five Flags Ramp LED Gel Lamps | 1,023.00 |
| CURT'S SIGNATURE SIG | (N) SWC - Trash labels - 6/11/26 | 500.00 |
| D & K PRODUCTS | TURF CHEMICALS | 687.50 |
| DAN ARENSDORF CONSTR | 2026 Concrete work in public ROW | 29,107.20 |
| DAVIS EQUIPMENT CORP | PARTS FOR ROUGH MOWER | 326.93 |
| DELL MARKETING LP | PCs_SCADA project_Water Dept | 12,963.00 |
| DEMMER OIL COMPANY | UNLEADED FUEL- POD MARINA | 7,698.77 |
| DIETZ ENTERPRISES LL | 2026 Concrete work in public ROW 2 | 16,986.52 |
| DIETZ ENTERPRISES LL | Dietz 2026 Concrete work in public ROW | 9,572.10 |
| DIETZ ENTERPRISES LL | Energy Savers Program approved contract work | 2,500.00 |

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| DINGES FIRE COMPANY | Helmets and Helmet Fronts | 2,158.00 |
| District 20 Supply C | City of Dubuque Promotional Merchandise | 3,113.00 |
| District 20 Supply C | Employee Recognition Notebooks and Power banks | 2,647.50 |
| DITTMER RECYCLING IN | (B) SWC- FY 27 Dittmer Recycling Services- Ref | 1,722.49 |
| DITTMER RECYCLING IN | Landfill Fees - 20 yrd/2 yrd - FY27 | 957.80 |
| DITTMER RECYCLING IN | Weekly refuse and recycling pickup | 402.15 |
| Doll Distributing LL | Alcohol for Bunker Hill | 369.60 |
| DORNER PRODUCTS LLC | CLA-VAL LINK2VALVES PRV PROG, INSP, CATALOG. | 5,250.00 |
| DUBUQUE COMMUNITY SC | BEFORE SCHOOL CARE REIMBURSEMENT | 1,303.21 |
| DUBUQUE COMMUNITY SC | Franchise Fee FY27 | 4,130.75 |
| DUBUQUE COUNTY E911 | 911 Access Fee: April-June 2026 | 8,789.94 |
| DUBUQUE COUNTY E911 | 911 Access Fee: Jan-March 2026 | 8,789.94 |
| DUBUQUE COUNTY HISTO | Franchise Fee FY27 | 1,484.73 |
| DUBUQUE COUNTY RECOR | Dubuque County Recorder-CDBG (Blanket PO) | 14.00 |
| DUBUQUE COUNTY RECOR | Eng Recording Fees | 111.00 |
| DUBUQUE COUNTY RECOR | Official Receipt: 2026-00004604 | 87.00 |
| DUBUQUE COUNTY RECOR | RECORDING FEE FOR 2540 ELM AND 632 W 8TH | 59.00 |
| DUBUQUE COUNTY SHERI | DDTF June 26 Shared expenses | 5,328.25 |
| DUBUQUE COUNTY SHERI | May-June Sheriff Monthly Expenses/MediaCom | 223.31 |
| DUBUQUE FIRE EQUIPME | (N) SWS - Fire equipment maint - 2/3, 4/13, 6/26/2 | 2,833.50 |
| DUBUQUE FIRE EQUIPME | Fire Extinguisher Maintenance | 85.00 |
| Dubuque Forward LLC | SUBLEASE ANNUAL PAYMENT FOR FY27 | 1.00 |
| DUBUQUE HOSE & HYDRA | 3417# - O-RINGS - 6/22/2026 | 1.70 |
| DUBUQUE HOSE & HYDRA | 4008# - TUBING, UNIONS - 6/10/2026 | 134.02 |
| DUBUQUE HOSE & HYDRA | 4442# - VARIOUS PARTS - 6/22/2026 | 187.37 |
| DUBUQUE HOSE & HYDRA | Drill Bit Set for Headquarters | 119.00 |
| DUBUQUE HOSE & HYDRA | Various parts | 175.22 |
| DUBUQUE MONTESSORI S | RECREATION CLASS INSTRUCTOR | 675.70 |
| DUBUQUE MULCH COMPAN | TOPSOIL FOR TREE CREW | 320.00 |
| DUBUQUE SCREW PRODUC | Franchise Fee FY27 | 7,294.54 |
| DUBUQUE SIGN COMPANY | DECALS & REPLACEMENT PLAQUES | 618.03 |
| DUBUQUE SIGN COMPANY | POWERWASH SIGNS | 1,000.00 |
| DUBUQUE SIGN COMPANY | SIGNAGE FOR FLORA/SUTTON POOLS | 70.00 |
| DUBUQUE STAMPING & M | Franchise Fee FY27 | 13,879.25 |
| DUBUQUE VISITING NUR | Q4 FY26 Childhood Lead Poisoning Prevention Progra | 2,000.00 |
| DUBUQUELAND DOOR COM | (B) MSC- FY27 DBQLand Door Maint- MSC Building | 2,600.00 |
| DURIDE | DuRide POS Contract FY26 | 30,000.00 |
| DYNAMIC LIFECYCLE IN | (B) SWS- FY 27 Electronics Scrap Management Serv L | 2,074.65 |
| EAST CENTRAL INTERGO | 16th St DetentionBasinCulver&Stormwater PumpStatio | 6,299.75 |
| EAST CENTRAL INTERGO | ECIA PEI Membership 2027 | 5,085.00 |
| EASTERN IOWA EXCAV & | ENG -Loras- Reconstruction and Repair | 191,866.21 |
| Ed Gau | SOFTBALL UMPIRE | 150.00 |
| ELECTRONIC DATA COLL | Annual Support Services FY27 | 38,218.00 |
| ELLIOTT EQUIPMENT CO | 4002# - FILTER/FREIGHT - 7/2/2026 | 652.50 |
| EMPLOYEE & FAMILY RE | Contract renewal | 20,106.60 |
| ENGRAVED GIFT COLLEC | TROPHIES FOR ADULT ATHLETIC PROGRAMS | 313.50 |
| ENVIRONMENTAL MANAGM | 1276 Jackson St - Asbestos Removal - Rehab Resale | 4,784.00 |

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| ENVISION SPORTS DESI | Transit Employee Uniforms - Gibson | 250.00 |
| EXCEPTIONAL | Kids Expo | 60.00 |
| F&W SERVICE COMPANY | LIFT INSPECTIONS | 285.00 |
| FEHR-GRAHAM & ASSOCI | Coates-Brunskill/Southgate Sewer Repair | 5,431.50 |
| FHR Services, LLC | (N)  FO - Asphalt | 1,980.41 |
| FHR Services, LLC | 2026 Tack- 06/17/26 | 2,019.41 |
| First District Depar | Franchise Fee FY27 | 833.45 |
| FOTH INFRASTRUCTURE | Old Mill Lift Station Phase 4 Design - Foth | 34,684.00 |
| FOTH INFRASTRUCTURE | Reconstruct GA Apron - Phase 2 Design | 244,274.13 |
| FOUR MOUNDS FOUNDATI | 957 Edison - Construction - OAHMP'24 | 7,150.00 |
| FREE FLIGHT | Parts for Bicyle Maintenance | 60.00 |
| GENUINE PARTS COMPAN | (B) FM - Various Parts | 1,201.25 |
| GENUINE PARTS COMPAN | 3453# - AIR FILTER - 6/5/2026 | 49.80 |
| GENUINE PARTS COMPAN | 3456# - AIR FILTER - 6/5/2026 | 49.80 |
| GENUINE PARTS COMPAN | 3463# - MOULDING CLIPS - 6/18/2026 | 42.93 |
| GENUINE PARTS COMPAN | GARAGE - STOCK - 6/16/2026 | 129.65 |
| GENUINE PARTS COMPAN | GARAGE - STOCK - 6/17/2026 | 28.30 |
| GENUINE PARTS COMPAN | GARAGE - STOCK - 6/17/2026 (2) | 24.99 |
| GENUINE PARTS COMPAN | GARAGE - STOCK & SHOP USE - 6/1/2026 | 150.59 |
| GENUINE PARTS COMPAN | GARAGE - STOCK & SHOP USE - 6/15/2026 | 1,523.01 |
| GENUINE PARTS COMPAN | GARAGE - STOCK PARTS - 6/24/2026 | 1,000.57 |
| GENUINE PARTS COMPAN | UNIT #3450 - STARTER, CORE CHARGE - 5/4/2026 | (55.00) |
| GIESE MANUFACTURING | 2709# - PART - 6/18/2026 | 876.00 |
| GIESE SHEET METAL CO | (N) PW - Full Preventative Maintenance | 2,250.00 |
| GILLIG LLC | (B) FM - Various Parts | 2,307.12 |
| GILLIG LLC | GARAGE - STOCK - BUS - 6/18/2026 | 210.12 |
| Graybar Electric Com | Corning Fiber Splicing Housing | 23,539.03 |
| HATCH BUILDING SUPPL | (N) FO - Construction Supplies 7/7/26 | 1,088.50 |
| Hayle Johnson | 821 Garfield Ave. - Special Purchase Incentive | 25,000.00 |
| HDC BUSINESS FORMS C | Unlined A/P Check | 436.91 |
| HDR ENGINEERING INC | E/W Corridor Capacity Improv-University Overlap | 11,138.72 |
| HDR ENGINEERING INC | HDR - Task Order 6 Dubuque Gate & Pump Station Flo | 370.00 |
| HDR ENGINEERING INC | Lift Station Condition Assessment SSAMP HDR TO 8 | 5,327.50 |
| HEIMAN INC | Gated Wye & Nozzle Tip for Truck 4 | 589.36 |
| HILLS & DALES CHILD | Franchise Fee FY27 | 691.47 |
| HOLY FAMILY CATHOLIC | Franchise Fee FY27 | 2,329.98 |
| Horkheimer Plumbing | POD Ramp Floor Drain Line Cleaning | 689.00 |
| IMWCA | TPA 411 payments - June 2026 | 13,217.66 |
| IMWCA | TPA payments - June 2026 | 8,310.29 |
| IMWCA | Work Comp Premium - Installment 1 | 33,035.00 |
| IMWCA | Work Comp Quarterly Fees - Qtr 1 | 2,200.00 |
| INTERNAL REVENUE SER | Q2 FY27 941 Disability | 218.58 |
| IOWA BEVERAGE SYSTEM | Alcohol Purchases- Recreation | 491.85 |
| IOWA COMMUNITIES ASS | FY27 Damage Claims | 2,342.12 |
| IOWA DEPT OF NATURAL | FY2027 Annual Public Water Supply Fee | 6,422.81 |
| Iowa Health System | Orange Drug Boxes | 600.00 |
| IOWA KENWORTH INC | GARAGE - STOCK - 5/9/2026 | (320.75) |

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| IOWA KENWORTH INC | GARAGE - STOCK - 6/15/2026 | 46.07 |
| IOWA KENWORTH INC | Various parts | 1,021.45 |
| IOWA ONE CALL | Iowa One Call | 775.30 |
| J & R SUPPLY COMPANY | MATERIAL TO CONNECT WATER MAIN ON 30TH ST | 2,136.00 |
| J & R SUPPLY COMPANY | PARTS FOR WATER MAIN REPAIRS | 6,955.00 |
| J & R SUPPLY COMPANY | Sewer-components 06/12/26 | 65.00 |
| J & R SUPPLY COMPANY | Street/ Water- Safety Barricades | 4,541.81 |
| J & R SUPPLY COMPANY | Water Supplies for Loras MainProject | 255.00 |
| J&R RENTAL LLC | New Walk-Behind Compactor | 11,660.00 |
| J&R RENTAL LLC | Street- New Compactor | 3,200.00 |
| JAMES J GRAVES | Emergency Exit - Decals for Buses | 50.00 |
| JOHNSON CONTROLS | Port Ramp Repairs | 3,662.15 |
| Joseph Pergande | SOFTBALL UMPIRE | 150.00 |
| KANOPY LLC | FY27 Downloadable movies for library | 903.00 |
| KAY CONSTRUCTION LLC | 2026 Concrete work in public ROW | 16,917.30 |
| KIESLER POLICE SUPPL | Red Sights w/accessories | 1,847.80 |
| KILBURG EQUIPMENT LL | GARAGE - STOCK PARTS - 6/23/2026 | 2,087.28 |
| KIM A HERRIG | FY27 Custodial Services for 300 Main, Suite 330 | 422.04 |
| Kimley-Horn and Asso | LEISURE SERVICES MASTER PLAN FY25 | 2,450.00 |
| KLAUER MANUFACTURING | Franchise Fee FY27 | 3,199.44 |
| KONE INC | FY27 Elevator Maintenance City Facilities | 481.84 |
| KRAEMERS WATER STORE | (B) SWS- FY27 Kraemers Bottled Water Service | 20.00 |
| KRUSER SEPTIC SERVIC | EMERGENCY REPAIRS AT MRV CAMPGROUNDS | 1,295.00 |
| KRUSER SEPTIC SERVIC | Inspect Sewer Lines | 955.00 |
| KRUSER SEPTIC SERVIC | sewer lateral inspection | 535.00 |
| KURT P WELAND | SOFTBALL UMPIRE | 75.00 |
| Kwik Trip Inc | Monthly Fuel Charges Acct #00557404: JUNE 2026 | 41.83 |
| Life Wave | Ancillary Fiber Optic Services | 70,377.00 |
| LIME ROCK SPRINGS CO | FY27 BEVERAGE CONTRACT | 5,833.65 |
| Link Coatings, LLC | 130010# - COATED RIM - 6/24/2026 | 120.00 |
| LINWOOD CEMETERY ASS | CONTRIBUTION/FINANCIAL SUPPORT FOR FY26 | 7,963.00 |
| LORAS COLLEGE | (N) SWS- Education and Marketing Assistance LF | 54,470.25 |
| LORAS COLLEGE | Franchise Fee FY27 | 4,361.44 |
| Lotus Engineering an | Community-wide Greenhouse Gas Inventory | 4,400.00 |
| LRG Technologies, LL | Mobile Surveillance Camera Trailer | 73,333.00 |
| LUKE HARBUR | Music by Skippy Library Program | 475.00 |
| LYLE SUMEK ASSOCIATE | FY26 Expenses_Final Consulation 2025 & May Service | 18,700.00 |
| Lyons Logging | TREE AND STUMP REMOVAL | 1,400.00 |
| Mackin Book Company | Reading Kits from Mackin | 944.06 |
| MACQUEEN EQUIPMENT G | (B) FM - Various Parts | 1,494.64 |
| MACQUEEN EQUIPMENT G | Battery Pack | 2,391.00 |
| MACQUEEN EQUIPMENT G | PARTS | 2,901.28 |
| MAQUOKETA VALLEY ELE | (B) SWS- FY 27 Maq Valley Electric Agreement LF | 3,913.07 |
| MAQUOKETA VALLEY ELE | Electrical Svc - Airport Lift Station - FY27 | 91.39 |
| MAQUOKETA VALLEY ELE | FY2027 BLANKET PO - ELECTRICITY | 1,224.61 |
| MAQUOKETA VALLEY ELE | FY27 Monthly Electric Service | 2,494.18 |
| MAQUOKETA VALLEY ELE | FY27 MVEC Electricity | 1,462.74 |

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| MARTIN EQUIPMENT OF | 3453# - CLAMP - 6/18/2026 | 35.84 |
| MARTIN EQUIPMENT OF | 3453# - WARRANTY DEDUCTIBLE - 6/19/2026 | 200.00 |
| MARTIN EQUIPMENT OF | 3456# - BOLT - 6/22/2026 | 38.32 |
| MARTIN EQUIPMENT OF | 3456# - WARRANTY DEDUCTIBLE - 6/19/2026 | 200.00 |
| MARTIN EQUIPMENT OF | 3457# - CAP SCREW - 6/23/2026 | 12.23 |
| MARTIN EQUIPMENT OF | 3471# - FILTERS- 6/23/2026 | 1,040.75 |
| MARTIN EQUIPMENT OF | 3476# - CIRCUIT BREAKER - 6/12/2026 | 164.28 |
| MARTIN EQUIPMENT OF | 4929# - CLAMP - 6/18/2026 | 21.16 |
| MARTIN EQUIPMENT OF | GARAGE - STOCK - 6/18/2026 | 109.59 |
| MARTIN EQUIPMENT OF | PARTS | 236.05 |
| MARTIN EQUIPMENT OF | UNIT #3213 - OIL - 5/7/2026 | (815.45) |
| Matthew Thomas Phelp | Cleveland Park Block Party | 625.07 |
| MCDERMOTT EXCAVATING | 2024 SRF Green Alley Project - replace PO #2260184 | 61,776.94 |
| MCDERMOTT EXCAVATING | RADFORD RD WATER MAIN CREEK CROSSING IMP. PROJECT | 903.73 |
| MCGRATH AUTOMOTIVE G | 2705# - PART - 6/26/2026 | 45.96 |
| MICHAEL J SULLIVAN | SOFTBALL UMPIRE | 150.00 |
| MIDWEST TAPE LLC | FY27 Library materials AV and Video | 443.79 |
| MIKE FINNIN FORD LLC | 0901# - BRAKE ROTOR, BRAKE PAD - 6/9/2026 | 269.97 |
| MIKE FINNIN FORD LLC | 2618# - 6/23/2026 | 58.77 |
| MIKE FINNIN FORD LLC | 4905# - SEPARATOR ASY, OIL - 6/17/2026 | 238.13 |
| MIRACLE CAR WASH COR | FY27 Car Washes for Patrol | 122.08 |
| MIRACLE EXPRESS INC | FY27 Blanket PO | 38.65 |
| MOLO OIL COMPANY | (B) FM - Fuel at Gas Stations | 4,072.85 |
| MORRISON BROTHERS CO | (N)Storm Sewer- Flattened Metal Cut 06/29/26 | 134.00 |
| MSA PROFESSIONAL SER | GREYHOUND PK RD WATER MAIN LOOP PROJECT | 400.00 |
| MSA PROFESSIONAL SER | PROFESSIONAL SERVICES - CREEK CROSSING RESTORATION | 163.00 |
| MULGREW OIL COMPANY | (B) PW-Fuel | 99,457.21 |
| MULGREW OIL COMPANY | GARAGE - FUEL ISLAND (DIESEL TANK 1 OF 2) - 6/15/2 | 28,123.20 |
| MULGREW OIL COMPANY | GARAGE - FUEL ISLAND (DIESEL TANK 2 OF 2) - 6/15/2 | 28,513.80 |
| MULGREW OIL COMPANY | GARAGE - FUEL ISLAND (GASOHOL-87 OCT) - 6/15/2026 | 27,591.73 |
| MULGREW OIL COMPANY | UNLEADED FUEL- POD MARINA | 6,836.57 |
| MULTICULTURAL FAMILY | Indigenous Heritage Celebration | 2,500.00 |
| MUNICIPAL PIPE TOOL | Sewer- Jet Flush Hose | 3,990.00 |
| MUTUAL WHEEL COMPANY | (B) FM - Various Parts | 543.33 |
| MYERS-COX CO | FOOD PRODUCTS FOR MCALEECE CONCESSIONS | 802.90 |
| MYERS-COX CO | MISC FOOD ITEMS- FLORA POOL CONCESSIONS | 781.16 |
| MYERS-COX CO | MISC FOOD ITEMS- MCALEECE CONCESSIONS | 1,302.42 |
| MYERS-COX CO | MISC FOOD ITEMS- POD MARINA | 511.06 |
| MYERS-COX CO | MISC FOOD ITEMS- POOLS | 2,118.19 |
| NATHAN SWIFT | FY26 WRRC Landscaping | 1,700.00 |
| NETWORK COMPUTER SOL | Veeam Renewal | 1,220.00 |
| NORTHEAST IOWA COMMU | Franchise Fee FY27 | 410.77 |
| NORTHERN LIGHTS FOOD | GRILL CLEANER FOR BHGC | 99.25 |
| NORTHERN LIGHTS FOOD | MISC FOOD ITEMS- BHGC | 842.77 |
| O'REILLY AUTOMOTIVE | 130007# - FILTER, OIL - 6/16/2026 | 35.97 |
| O'REILLY AUTOMOTIVE | 1858# - TIE ROD - 6/16/2026 | 66.62 |
| O'REILLY AUTOMOTIVE | 1915# - FILTER - 6/17/2026 | 102.86 |

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| O'REILLY AUTOMOTIVE | 2107# - LUG NUT - 6/12/2026 | 106.60 |
| O'REILLY AUTOMOTIVE | 2602# - HORN - 6/12/2026 | 26.73 |
| O'REILLY AUTOMOTIVE | 2620# - OIL - 6/12/2026 | 64.71 |
| O'REILLY AUTOMOTIVE | 2691# - GEAR LUBE - 6/15/2026 | 152.79 |
| O'REILLY AUTOMOTIVE | 2695# - SEALED BEAM - 6/16/2026 | 21.01 |
| O'REILLY AUTOMOTIVE | 2708# - BATTERY - 6/12/2026 | 199.49 |
| O'REILLY AUTOMOTIVE | 3219# - FILTER - 6/15/2026 | 55.90 |
| O'REILLY AUTOMOTIVE | 4002# - OIL - 6/17/2026 | 129.98 |
| O'REILLY AUTOMOTIVE | 4914# - BATTERY - 6/8/2026 | (22.00) |
| O'REILLY AUTOMOTIVE | GARAGE - SHOP USE - 6/16/2026 | 13.99 |
| O'REILLY AUTOMOTIVE | PARTS | 279.98 |
| O'REILLY AUTOMOTIVE | UNIT #4740 - BATTERY - 5/23/2026 | (22.00) |
| ORIGIN DESIGN CO | MSC- Roof and HVAC Replacement 02/23/26 | 4,670.00 |
| ORIGIN DESIGN CO | Origin Task Order No 26-03_17th W Locust FEMA BRIC | 39,999.01 |
| OVERDRIVE INC | FY27 Downloadable Materials for Adult Collection | 1,450.72 |
| OVERHEAD DOOR COMPAN | HDQ-Overhead Door Maintenance at Headquarters | 116.00 |
| PAMELA J CONNOLLY | SUMMER 2026 FAST KIDZ RUNNING CLASS | 648.00 |
| Parsons Transportati | STREETS Project | 57,447.24 |
| PASSPORT LABS INC | Passport Parking Meter App FY27 | 4,574.25 |
| PENDLETON TURF SUPPL | GASKETS FOR HAND WATERING APPLICATOR | 31.00 |
| PENDLETON TURF SUPPL | TURF CHEMICALS | 680.00 |
| PHELPS THE UNIFORM S | FY27 Weekly Uniform Cleaning | 153.06 |
| Playaway | FY27 Wonder digital readers | 62.99 |
| Poly Vinyl Roofing | EAGLE POINT WTP ROOF REHABILITATION PROJECT | 59,830.03 |
| POLYDYNE INC | Polymer - 3 totes for the Drum Thickener | 11,385.00 |
| POLYDYNE INC | Polymer - 6 totes - CE-2701 - for the Centrifuge | 23,460.00 |
| PORTZEN CONSTRUCTION | 7800 Chavenelle Building Remodel Project | 40,626.99 |
| PORTZEN CONSTRUCTION | CONSTRUCTION-PHASE II COMISKEY | 219,220.00 |
| PORTZEN CONSTRUCTION | Fleet Wash Bay Repair | 4,900.00 |
| PowerDMS, Inc. | Document Management Software for Police/Fire | 19,037.08 |
| PRECISE MRM LLC | 2026-05 Subscription | 860.00 |
| RACOM CORPORATION | FY27-Portable Radios plus Accessories for Police | 347,659.03 |
| RACOM CORPORATION | Mobile Mic for A120 Mobile Radio | 95.71 |
| RaDD Network Solutio | Radd Fiber Splice Cases | 6,368.65 |
| RAINBO OIL COMPANY | GARAGE - STOCK FLUIDS - 6/17/2026 | 2,141.95 |
| Reinders Inc | NOZZLE FOR GOLF MAINTENANCE | 51.18 |
| RILCO, Inc | Def Bulk 7/8/2026 | 675.00 |
| RILCO, Inc | Rotella ELC NF 50/50 Bulk | 438.90 |
| RITE ENVIRONMENTAL I | Used Antifreeze & Oil/Oil Filter Collection | 547.50 |
| RIVER CITY PAVING | Various Asphalt and Materials | 64,896.13 |
| RIVER CITY STONE | Various Stone and Materials | 6,170.41 |
| ROCHESTER ARMORED CA | (B) SWS- FY27 Rochester Armored Car Trip Fees | 797.08 |
| ROEDER OUTDOOR POWER | 4052# - PULLEY - 6/11/2026 | 61.38 |
| ROEDER OUTDOOR POWER | 540016# - MOWER BLADE - 6/10/2026 | 69.09 |
| Ronald V Burbach | Summer Weed Control | 1,848.00 |
| Rouse & Dean Foundry | 990 WASHINGTON St | 35,000.00 |
| RXBENEFITS INC | FY27 Presc Admin & Claims - 6/6 to 6/19/26 | 197,531.38 |

| | | |
|---|---|---|
| SADLER POWER TRAIN I | 4915# - ANTENNA, MOUNTING BRCKT KIT - 6/15/2026 | 22.61 |
| SADLER POWER TRAIN I | 540015# - LED MODEL LICENSE KIT - 6/23/2026 | 112.86 |
| SADLER POWER TRAIN I | GARAGE - SAFETY EQUIPMENT - 6/10/2026 | 107.20 |
| SADLER POWER TRAIN I | GARAGE - STOCK HUB CAPS, GSKTS - 6/16/2026 | 177.48 |
| Schadl Incorporated | Landfill General Plumbing- Pump Out Mudpits | 2,973.82 |
| SCOTT PRINTING | Bus Routing Worksheets | 103.00 |
| Seiler Instrument & | Total Station Data Collector Equipment | 6,225.00 |
| Seiler Instrument & | Trimble R580 GNSS GPS Rover | 16,510.15 |
| SELCO INC | BARRICADES FOR PARKS | 354.00 |
| Shive-Hattery Inc | Fed Bldg Loading Dock Consulting Eng | 5,076.70 |
| SID'S | Bunker Hill Alcohol | 221.31 |
| SITEONE LANDSCAPE SU | (N) FO - Toro T5 | 307.60 |
| SMART RETRACT INC | Franchise Fee FY27 | 757.35 |
| SPAHN & ROSE LUMBER | Stakes for Ragbrai 2026 Signs | 743.75 |
| SPAHN & ROSE LUMBER | Storm Sewer-  Repair Parts 6/22/26 | 41.66 |
| SPECIAL MARKETS INSU | Special Market Insurance 6-1-26 to 6-30-26 | 600.89 |
| SPRING GREEN LAWN CA | WEED CONTROL -DBQ MEMORIAL PARK | 42.65 |
| State of Iowa - Depa | 5th St Ramp Elevator Maintenance Inspection | 450.00 |
| State of Iowa - Depa | Boiler Inspections and Certification Fees | 280.00 |
| State of Iowa - Depa | Central Ramp Elevator #1 Maintenance Inspection | 225.00 |
| State of Iowa - Depa | Central Ramp Elevator #2 Maintenance Inspection | 225.00 |
| State of Iowa - Depa | Five Flags Elevator Maintenance Inspection | 350.00 |
| State of Iowa - Depa | Iowa Ramp Elevator Maintenance Inspection | 175.00 |
| State of Iowa - Depa | Locust Ramp Elevator Maintenance Inspection | 225.00 |
| State of Iowa - Depa | POD  Ramp Elevator Maintenance Inspection | 350.00 |
| STONE HOLLOW | Boarding Axel K( | 145.00 |
| STRAND ASSOCIATES IN | Old Mill Rd Pumping Station | 18,668.85 |
| STRAND ASSOCIATES IN | PRELIMINARY DESIGN-EXTERIOR WALL | 3,340.61 |
| STRAND ASSOCIATES IN | Strand Task Order 26-08_17th RR Culvert Crossing 1 | 26,904.86 |
| STREICHERS INC | 40mm Projectile Training Rounds | 2,680.20 |
| STREICHERS INC | 40mm Projectile Training Rounds-Impact Sponge | 939.74 |
| SUNNYCREST MANOR | Franchise Fee FY27 | 885.20 |
| SUPERIOR WELDING SUP | GARAGE - CYLINDER RENTAL - JUNE 2026 | 119.00 |
| SUSAN M STOPPELMOOR | FY27 RECREATION CLASS INSTRUCTOR | 2,593.60 |
| TANDEM TIRE & AUTO S | 130001# - SERVICE - ALIGNMENT - 6/15/2026 | 100.37 |
| TAYLOR MADE GOLF | GOLF BALL & GLOVE STOCK | 954.07 |
| TAYLOR MADE GOLF | GOLF BALL STOCK | 3,589.32 |
| TAYLOR MADE GOLF | GOLF BALL STOCK & SPECIALTY ITEM | 525.48 |
| TAYLOR MADE GOLF | GOLF CLUB STOCK | 1,236.95 |
| TAYLOR MADE GOLF | GOLF HAT STOCK & SPECIALTY ITEM | 896.66 |
| TAYLOR MADE GOLF | PRO SHOP SPECIALTY ITEMS | 728.67 |
| TAYLOR MADE GOLF | SPECIAL ORDER DRIVER | 539.87 |
| TERMINAL SUPPLY | GARAGE - BIN FILL - 6/29/2026 | 618.88 |
| THE BATTERY CENTER | Intermodal Floor Cleaner - Battery | 299.95 |
| THE FISCHER COMPANIE | Parking Rent (07/2026) | 120.00 |
| THE LOCKSMITH EXPRES | Service call/labor for Cash Lock box | 165.00 |
| THE LOCKSMITH EXPRES | Welfare Check Access | 65.00 |

| | | |
|---|---|---|
| THE METRIX COMPANY | Franchise Fee FY27 | 315.28 |
| THERESE H GOODMANN | Strategic partnerships with federal agencies 2025 | 8,017.58 |
| Thomas J Valentine | SERVICE LINE REPLACEMENT ASSISTANCE-239 PLUM ST | 4,999.00 |
| THOMASIN RINGLER | SD Grant FY26 Round 33 Spring 2026 | 2,500.00 |
| THOMPSON TIRE & RETR | 130001# - TIRES - 6/12/2026 | 532.00 |
| THOMPSON TIRE & RETR | 540006# - TIRE SERVICE - 6/18/2026 | 1,170.54 |
| THREE RIVERS FS INC | MSC- LP Gas 33# Cylinder 06/12/26 | 43.65 |
| TIMOTHY P GOTTSCHALK | SOFTBALL UMPIRE | 150.00 |
| TM Inc | Mail Courier Service | 315.00 |
| TOP GRADE EXCAVATING | Emergency Stormwater Repairs W 5th and Hill | 36,481.62 |
| TOP GRADE EXCAVATING | Gravel Access Road at the WRRC - Rock Roadway | 6,895.00 |
| TOP GRADE EXCAVATING | Old Mill LS and FM Project Phase 2 | 406,199.13 |
| TOTAL MAINTENANCE IN | replace variable frequency drive cooling tower | 3,646.00 |
| TOTAL MAINTENANCE IN | Replace Variable Frequency Drive Heating Pump 5 | 3,372.00 |
| TOWNSQUARE MEDIA LLC | Digital Ad Pet Licensing Program | 500.00 |
| Toys for Trucks Inc | 110012# - PARTS - 6/23/2026 | 210.44 |
| TREASURER STATE OF I | Parks and Recreation & Library Sales Tax FY27 | 10,315.25 |
| TRI STATE TRUCK EQUI | SERVICE WORK FOR #4431 IN NOV 2025 | 2,215.00 |
| TRICON CONSTRUCTION | Old Mill Lift Station and Force Main | 260,014.79 |
| TRI-STATE PORTA POTT | POTTIES FOR JULY 2026 | 2,322.00 |
| TRUGREEN LIMITED PAR | FY27 Fed Bldg Lawn Service | 53.83 |
| TURPIN DODGE OF DUBU | 3419# - PULLEY - 6/19/2026 | 60.00 |
| TURPIN DODGE OF DUBU | 3419# - THERMOSTAT, BELT - 6/18/2026 | 134.77 |
| TURPIN DODGE OF DUBU | UNIT #1914 - GEAR-POWEHOLD - 5/20/2026 | (75.00) |
| UNION HOERMANN PRESS | Ragbrai 2026 No Parking Signs | 2,488.00 |
| UNITED STATES TREASU | PCORI fee - IRS Form 720 | 4,480.85 |
| UNIVERSITY OF DUBUQU | (B) SWS- UD Waste Min Grant Campus Canopy Expansio | 193.85 |
| UNIVERSITY OF DUBUQU | (N) SWS- Sustainability Coordinator Contract LF | 6,250.00 |
| UNIVERSITY OF DUBUQU | (N) SWS UD- Waste Minimization Grant 03/10-03/11/2 | 107.10 |
| US Foods | MISC FOOD ITEMS- BHGC | 2,047.43 |
| Valentine Constructi | 2026 PW Asphalt Overlay Ramp Pro 1 | 116,153.47 |
| VERIZON WIRELESS SER | Mini Bus Ops Data FY27 | 240.24 |
| Vidl Solutions, Inc | CC Goal-Organizational Culture Continuous Improvem | 1,200.00 |
| WARTBURG THEOLOGICAL | Franchise Fee FY27 | 558.98 |
| WATER SOLUTIONS UNLI | FY2027 BLANKET PO - PHOSPHATE FOR WATER TREATMENT | 13,011.25 |
| WB McCloud & Co, Inc | FY27 Pest Control 18th St Engine House | 67.36 |
| Weber Capital Restor | ST2-Water Remediation Services | 1,029.47 |
| WELTER STORAGE EQUIP | Furniture for 7800 Chavenelle | 78,336.00 |
| WELU PRINTING COMPAN | Mailing for Central White Parking Analysis | 714.93 |
| WELU PRINTING COMPAN | MSC- Asphalt Overlay Door Hangers | 681.95 |
| WELU PRINTING COMPAN | MSC- Asphalt Overlay Printing Services | 208.40 |
| WESTPHAL & COMPANY, | Five Flags Fiber Addition | 7,655.00 |
| WK CONSTRUCTION CO I | 2026 PW Asphalt Milling Services | 17,699.52 |
| WOODWARD COMMUNICATI | Franchise Fee FY27 | 590.63 |
| | | $ 6,132,686.17 |

**07/16/2026 - 07/30/2026**
**EXPENDITURES BY FUND**

| | | |
|---|---|---|
| General | | 681,588.35 |
| Special Revenue | | 318,308.11 |
| Capital Projects | | 3,177,773.87 |
| Water | | 156,097.94 |
| Sanitary Sewer | | 905,225.21 |
| Stormwater | | 193,896.60 |
| Parking | | 59,651.05 |
| Refuse | | 4,988.15 |
| Transit | | 96,407.73 |
| Internal Service | | 445,927.85 |
| DMASWA | | 92,821.31 |
| **GRAND TOTAL** | **$** | **6,132,686.17** |

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August 3, 2026

**City of Dubuque**
**City Council**

**CONSENT ITEMS # 5.**

| | |
|---|---|
| **ITEM TITLE:** | Eagle Point Water Treatment Plant Boiler Replacement Project - Consulting Engineering Design Services Contract Award Recommendation |
| **SUMMARY:** | City Manager recommending City Council approval of Strand Associates, Inc. of Madison, Wisconsin for design of the Eagle Point WTP Boiler Replacement Project (CIP Nos. 4281000054 and 4281000057) following a review of submitted qualifications as a part of a request for qualifications (RFQ) process and to request authorization from City Council to enter into contract negotiations to provide professional design services for the project. |
| **SUGGUESTED DISPOSITION:** | Receive and File; Approve |

**ATTACHMENTS:**

1. MVM Memo Eagle Point WTP Boiler Replacement Project - Authorization to Award Engineering Design Services Contract
2. EP WTP Boiler Repl Authorize Design Award RFQ Memo

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:** Eagle Point WTP Boiler Replacement Project - Authorization to Award Engineering Design Services Contract

**DATE:** July 27, 2026

Water Department Director Christopher Lester is recommending City Council approval of Strand Associates, Inc. of Madison, Wisconsin for design of the Eagle Point WTP Boiler Replacement Project (CIP Nos. 4281000054 and 4281000057) following a review of submitted qualifications as a part of a request for qualifications (RFQ) process and to request authorization from City Council to enter into contract negotiations to provide professional design services for the project.

Due to timing of the project, the funding for this project will be subject to the first budget amendment in FY27.

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
Chris Lester, Water Department Director
Jennifer Larson, Chief Financial Officer
Justin Hogan, Facilities Manager (Engineering)
Eldon Schneider, Water Project Supervisor
Nick Connolly, Plant Operations Supervisor

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**TO:** Michael C. Van Milligen, City Manager

**FROM:** Christopher Lester, Water Department Director

**DATE:** July 22, 2026

**SUBJECT:** Eagle Point WTP Boiler Replacement Project - Authorization to Award Engineering Design Services Contract

## INTRODUCTION

The purpose of this memorandum is to recommend Strand Associates, Inc. of Madison, Wisconsin for design of the Eagle Point WTP Boiler Replacement Project (CIP Nos. 4281000054 and 4281000057) following a review of submitted qualifications as a part of a request for qualifications (RFQ) process and to request authorization from City Council to enter into contract negotiations to provide professional design services for the project.

Due to timing of the project, the funding for this project will be subject to the first budget amendment in FY27.

## BACKGROUND

This project provides funding for replacement of the aging boilers at the Eagle Point WTP. The existing boilers were installed in 1995 and are at the end of their service life. New boilers will be more fuel efficient and will contribute to less carbon emissions. Initial conversations with engineers, vendors, and insurance inspectors has brought to light the need for a replacement boiler system within the next 5 years following some initial repairs. Changes to HVAC/Boiler codes will require changes to the equipment room at the facility to be compliant with said codes.

The FY26 CIP Eagle Point WTP Boiler Replacement Project (CIP Nos. 4281000054 and 4281000057) budget includes a total budget $226,667.00 for existing equipment repairs and for the study and design of a replacement boiler project, with funding through the Water Construction Fund. The repairs, study, and design associated with the project are expected to take place within FY26 and FY27.

FY26 funding is planned to be used to hire a consulting engineer to appropriately size and then design a system to replace the boilers in the main plant and the sludge plant buildings.

The process was started in early 2026 with a study phase to identify heating demands to appropriately size the boilers and process demand has changed since initial installation. The study evaluated if the current space is adequate to enable a retrofit, or if a new remote location

outside of the existing building extents would be required. It also evaluated if the currently separate systems at the sludge plant and main plant could be effectively combined.

MODUS Engineering prepared and submitted the results of that Study to Water Department staff. A Selected Alternative have been established for use in the next design phase. The scope is expected to include:

- Main Plant architectural updates to allow second means of egress from boiler room.
- Main Plant replacement of steam boilers with hot water boilers (2x at 2,500 MBtu each and 1x at 399 MBtu).
- Main Plant replacement of steam piping and terminal units with hot water piping and terminal units.
- Sludge Plant replacement of steam boiler with hot water boilers (4x at 399 MBtu, each)
- Sludge Plant replacement of steam piping and terminal units with hot water piping and terminal units.

The design will focus on creating design and construction documents necessary for bidding and construction activities.

Future funding will be required for construction costs to retrofit the building to bring it up to current code or construct a new structure to house the replacement equipment, as designed. The Water Department plans to request additional funds in FY28 or FY29 to be able to complete construction of the boiler project as the operability conditions of the existing boilers warrants.

A design services RFQ was authorized by City Council and issued on June 1, 2026 with the input of various City staff members making up the RFQ Committee. The RFQ Committee consisted of the following members:

- Chris Lester, Water, Department Director
- Jennifer Larson, Finance, Chief Financial Officer
- Eldon Schneider, Water (Project Supervisor for the Project)
- Nick Connolly, Water
- Justin Hogan, Facilities Manager (Engineering)

Bidding and Negotiation, and Construction Administration services will not be included in the proposal requests. We expect that future construction-focused phases will be awarded once a construction timeframe is established.

**DISCUSSION**

Qualifications proposals were received on July 2, 2026 from two firms:

- Origin Design Co. of Dubuque, Iowa (teamed with MODUS Engineering of Des, Moines, Iowa)
- Strand Associates, Inc. of Madison, Wisconsin

The team reviewed qualifications and shortlisted the two firms to interview. Based on the written proposals and interviews, the RFQ Committee formulated a recommendation to enter into negotiations with Strand Associates, Inc. of Madison, Wisconsin.

**PROJECT SCHEDULE**

The desired project schedule for the initial phase is as follows:

| | |
|---|---|
| City Council Authorizes Soliciting Design Services RFQ | June 1, 2026 |
| City Advertises Design Services RFQ | June 3, 2026 |
| Respondent Questions Due | June 18, 2026 |
| Response Addendum Due | June 25, 2026 |
| Respondent Qualifications Due | July 2, 2026 |
| RFQ Committee Reviews Responses and Prepares Shortlist | July 9, 2026 |
| RFQ Committee Completes Shortlist Interviews | July 14-15, 2026 |
| RFQ Committee Completes Recommendation to City Manager | July 23, 2026 |
| City Council Authorizes Design Services Award | August 3, 2026 |
| RFQ Committee and Engineer Prepare Contract Scope | August 21, 2026 |
| RFQ Committee Completes Recommendation to City Manager | August 28, 2026 |
| City Council Authorizes Design Services Agreement | September 7, 2026 |
| Design Engineer Completes Final Design Documents | January 29, 2027 |

**BUDGET IMPACT**

The original estimate of probable cost for the Eagle Point WTP Boiler Replacement Project (CIP No. 4281000054 and 4281000057) is provided as follows:

| Description | Cost Estimate |
|---|---|
| Legal Expenses | $0.00 |
| Land and Easements | $0.00 |
| Professional Services (Report or Planning) | $20,000.00 |
| Professional Services (Design) | $170,000.00 |
| Professional Services (Construction) | $70,000.00 |
| Construction | $1,310,000.00 |
| *Main Plant* | *$1,000,000.00* |
| *Sludge Plant* | *$310,000.00* |
| Equipment | $35,000.00 |
| *Main Plant Make-Up Tank Repairs* | *$15,000.00* |
| *Sludge Plant Make-Up Tank Repairs* | *$10,000.00* |
| *Circulation Pump Repairs* | *$10,000.00* |
| Contingency | $321,667.00 |
| **Total Estimated Project Cost** | **$1,926,667.00** |

Budgeted Expenses for the Eagle Point WTP Boiler Replacement Project (CIP No. 4281000054 and 4281000057) are provided as follows:

| CIP | Fund | Budgeted Expenses | Amount |
|---|---|---|---|
| 4281000054 | WCF | Equipment | $8,779.00 |
| 4281000057 | WCF (FY26 Carry-Over) | Equipment and Consulting Engineer (Design Phase) | $217,898.00 |
| **Total Project Budgeted Expenses** | | | **$226,667.00** |
| **Proposed Future FY Additions** | | | |
| TBD | WCF | Consulting Engineer (Construction Phase) | $70,000.00 |
| TBD | WCF | Construction | $1,630,000.00 |
| **Total Project Budgeted Expenses (pending Future FY Budget Approval)** | | | **$1,926,667.00** |

The Project estimate related to repairs and design, as currently available in budgeted funding, can be summarized as follows:

| Description | Award |
|---|---|
| Equipment | |
| Main Plant Make-Up Tank Repairs | $15,000.00 |
| Sludge Plant Make-Up Tank Repairs | $10,000.00 |
| Circulation Pump Repairs | $10,000.00 |
| Professional Services (Report or Planning) - **ACTUAL** | $17,960.00 |
| Professional Services (Design) | $170,000.00 |
| Contingency | $3,707.00 |
| **Total Project Cost** | **$226,667.00** |

The proposed design phase funds will be pulled from the currently available FY26 Consulting Engineer (Design Phase) line item which has a current available expense value of $194,909.50 (as of 06/30/2026).

**ACTION TO BE TAKEN**

I respectfully request that the City Council accept the RFQ Committee recommendation Strand Associates, Inc. of Madison, Wisconsin for design of the Eagle Point WTP Boiler Replacement Project (CIP Nos. 4281000054 and 4281000057) following a review of submitted qualifications as a part of a request for qualifications (RFQ) process and that the City Council authorize the City Manager to enter into contract negotiations to provide professional design services for the project.

Due to timing of the project, the funding for this project will be subject to the first budget amendment in FY27.

Prepared by Eldon Schneider, Water Project Supervisor

cc: Jennifer Larson, Chief Financial Officer
Justin Hogan, Facilities Manager (Engineering)
Eldon Schneider, Water Project Supervisor
Nick Connolly, Plant Operations Supervisor

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August 3, 2026

**City of Dubuque**
**City Council**

**CONSENT ITEMS # 6.**

| | |
|---|---|
| **ITEM TITLE:** | Kohl's Department Stores #985 2025 and 2026 Property Tax Appeal Stipulation of Settlement Notice |
| **SUMMARY:** | Senior Counsel transmitting notice of a Stipulation of Settlement for a 2025 and 2026 property tax appeal filed by Kohl's Department Stores for their property located at 2995 NW Arterial, Parcel No. 1017426003. |
| **SUGGUESTED DISPOSITION:** | Receive and File |

**ATTACHMENTS:**

1. Kohls 2025 2026 Tax Settlement AGENDA Letter
2. Stipulation of Settlement_Kohl's 2025 2026 Tax Appeal
3. Notice of Voluntary Settlement_Kohls 2025 2026 Tax Settlement

**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

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## AGENDA LETTER

July 23, 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: Kohl's Department Stores Inc vs. City of Dubuque Board of Review**
**2025 & 2026 Property Tax Appeal**

Enclosed is a copy of the Stipulation of Settlement regarding a tax assessment appeal filed by Kohl's Department Store Inc 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 and January 1, 2026 assessed value. The January 1, 2025 assessed value is $8,367,200.00.

**Details of Property**
The property is located at 2995 NW Arterial, Dubuque, Iowa, and it is owned by Kohl's Department Store Inc. and operated as Kohl's retail store. The land area of the property is 9.86 acres. The property was improved in 2004 with a one-story steel-framed retail building totaling 88,406 square feet.

**2025 Appeal**
Kohl's filed a protest with the City of Dubuque Board of Review in April 2025 appealing the 2025 assessment of $8,367,200.00. The prior 2024 assessment was $6,675,000.00. After presenting evidence to the Board of Review, the petitioner requested a value of $6,550,000.00. The Board did not change the 2025 value; Kohl's filed an appeal to the Iowa Property Assessment Appeal Board (PAAB).

**Proposed Settlement**
After each party submitted appraisals, discussion ensued between them regarding a settlement. The parties have reached a proposed settlement agreement. The tentative settlement is for an assessed value for January 1, 2025, and January 1, 2026, of $7,500,000.00.

Pursuant to the Stipulation of Settlement the appeal will be dismissed and the assessed value will be adjusted to $7,500,000.00 for the January 1, 2025 and January 1, 2026 year.

The value for 2025 and 2026 will be apportioned as follows:

| | |
|---|---|
| Land | $2,389,500.00 |
| Building | $5,110,500.00 |
| **Total** | **$7,500,000.00** |

The total tax loss to all taxing bodies is estimated to be $23,665.00.

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) 589-7800.

Very sincerely,

Barry A. Lindahl, Esq.
Senior Counsel

Enclosure
Attachment
cc: Michael C. Van Milligen, City Manager
Adrienne N. Breitfelder, City Clerk
Troy Patzner, City Assessor

**IOWA PROPERTY ASSESSMENT APPEAL BOARD**

**PAAB Docket No. 2025-104-00339C & 2026-104-00393C**

**Parcel No. 1017426003**

**KOHL'S DEPARTMENT STORES #985**
Appellant,

vs.

**CITY OF DUBUQUE BOARD OF REVIEW,**
Appellee.

## STIPULATION OF SETTLEMENT

Appellant Kohl's Department Stores #985 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. 1017426003

has been settled and agreed upon as follows:

Valuation:

| | |
|---|---|
| Land | $2,389,500.00 |
| Dwelling | $5,110,500.00 |
| **Total** | **$7,500,000.00** |

It is further agreed that the Valuation of $7,500,000.00 shall be effective for January 1, 2025 and January 1, 2026.

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 8TH day of July, 2026.

**KOHL'S DEPARTMENT STORES #985**
Appellant

By: /s/ Sarah K. Franklin
Sarah Franklin, Esq.

**CITY OF DUBUQUE BOARD OF REVIEW**
Appellee

By: _____
Barry A. Lindahl, Esq.

**IOWA PROPERTY ASSESSMENT APPEAL BOARD**

**PAAB Docket No. 2025-104-00339C & 2026-104-00393C**

**Parcel No. 1017426003**

**KOHL'S DEPARTMENT STORES #985,**
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 23rd day of July, 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

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August 3, 2026

**City of Dubuque**
**City Council**

**CONSENT ITEMS # 7.**

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

**ATTACHMENTS:**

1. MVM Memo Garbage collection assessments
2. Staff_Memo_July 2026
3. Grass, Weed and Garbage Resolution August 2026
4. Grass, Weed and Garbage notice - July 2026
5. Assessments Grass-Weeds-Garbage 6-26

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:** Garbage collection assessments

**DATE:** July 29, 2026

Housing & Community Development Director Madeline Haverland is recommending City Council adopt the attached resolution authorizing the City to certify garbage collection charges to the Dubuque County Treasurer in order to establish real property liens for collection of such charges.

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

Michael C. Van Milligen

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

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007·2012 2013·2017

EQUAL HOUSING OPPORTUNITY

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

**TO:** Michael C Van Milligen, City Manager

**FROM:** Madeline Haverland, Housing and Community Development Director

**DATE:** July 23, 2026

**SUBJECT:** Garbage collection assessments

## INTRODUCTION

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

## INTRODUCTION

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

## RECOMMENDATION

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

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

**RESOLUTION NO._____-26**

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

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

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

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

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

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

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

Passed, approved and adopted this 3rd of August, 2026.

_____
Brad M Cavanagh
Mayor

Attest:

_____
Adrienne N. Breitfelder
City Clerk

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

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

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

As of March 30, 2026, the costs for a nuisance that are “palpably and indisputably such,” such as delinquent garbage collection charges, shall be certified by the City Clerk to the Dubuque County Treasurer for collection with, and in the same manner as, general property taxes.

The persons listed on the attached Garbage Assessment Schedule have unpaid garbage collection charges in the amount set out and said charges are delinquent.

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

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

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

Adrienne N. Breitfelder
City Clerk

Grass/Weed/Garbage Assessments

| Location | | Owner | Parcel # | AMOUNT | CATEGORY |
|---|---|---|---|---|---|
| 3745 PERU | LOT 1-1 FRANK BAUCK PLACE | Dpre LLC<br>526 W 5th St<br>Dubuque IA 52001 | 1012326004 | $126.00 | garbage |
| 1010 UNIVERSITY | LOT 1-1-46 OXFORD HGTS | Wills, Laura Nicole<br>1010 University Ave<br>Dubuque IA 52001 | 1025106004 | $139.00 | garbage |
| 1428 IOWA | S 26.38' OF SM 1/5 & N 8.21' OF S 1/5 CITY LOTS 455 | River Walk Properties LLC<br>3500 Dodge St, Suite 205<br>Pmb 311<br>Dubuque IA 52003 | 1024407004 | $603.00 | garbage |
| 514 LORAS | LOTS 2-1-1 & 2-1 BOTH OF THE SUB OF 810 A MCDANIELS SUB | Tk Properties LLC<br>8911 Taylor Rd<br>Janesville IA 50647 | 1024340001 | $38.00 | garbage |
| 1158 UNIVERSITY | LOT 1-58 S M LANGWORTHYS ADD | Tjp Investments LLC<br>8505 Southern Hills CT<br>Dubuque IA 52003 | 1026232003 | $113.00 | garbage |
| 709 E 22ND | SW 40'5" LOT 10 HAMBURG ADD | Cal Ia Holdings LLC<br>408 Burch St<br>Dubuque IA 52001 | 1013454051 | $163.50 | garbage |
| 320 HILL | LOT 2-3 BUETTEL & LANGWORTHY'S ADD | Mid America Property Management LLC<br>PO Box 1572<br>Dubuque IA 52004 | 1025177012 | $169.50 | garbage |
| 2248 WASHINGTON | W 120'-LOT 1-102 L H LANGWORTHY'S ADD | Mid America Property Management LLC<br>PO Box 1572<br>Dubuque IA 52004 | 1013460023 | $119.00 | garbage |
| 1697 JACKSON | N 1/5 OF CITY LOT 492 | Mid America Property Management LLC<br>PO Box 1572<br>Dubuque IA 52004 | 1024267008 | $201.00 | garbage |
| 1360 DELL | LOT 2-810 A MCDANIELS SUB | Paul, Jacob R<br>1005 Bluff St<br>Dubuque IA 52001 | 1024340003 | $372.00 | garbage |
| | | | **TOTAL** | **$2,044.00** | |

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August 3, 2026

**City of Dubuque**
**City Council**

**CONSENT ITEMS # 8.**

| | |
|---|---|
| **ITEM TITLE:** | Approval of 2025 City Council Proceedings |
| **SUMMARY:** | City Clerk recommending approval of the completed and indexed 2025 City Council Official Proceedings for calendar year 2025. |
| **SUGGUESTED DISPOSITION:** | Receive and File; Approve |

**ATTACHMENTS:**

1. City Clerk Memo
2. 2025 Proceedings Indexed

City Clerk's Office
City Hall
50 W. 13th Street
Dubuque, IA 52001-4845
(563) 589-4120 office
(563) 589-0890 fax
ctyclerk@cityofdubuque.org
www.cityofdubuque.org

**TO:** Mayor Brad M. Cavanagh and City Council Members

**FROM:** Adrienne N. Breitfelder, City Clerk

**DATE:** July 28, 2026

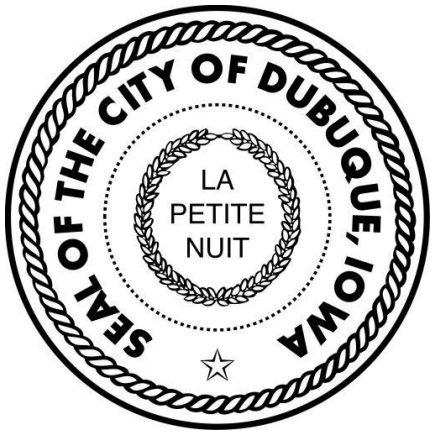
**SUBJECT:** Approval of 2025 City Council Official Proceedings

The City Clerk's Office is submitting the 2025 City Council Official Proceedings for City Council approval.

In accordance with Title 1-6A-4 of the City of Dubuque Code of Ordinances, the City Clerk's Office is responsible for compiling the official record of City Council proceedings each calendar year. This compilation includes the minutes of all regular and special City Council meetings held from January through December, along with the full text of all resolutions and ordinances adopted. Additionally, a comprehensive subject index is included. Once complete, the compiled proceedings are submitted to the City Council for approval and then sent for printing and binding. The bound volume serves as the permanent official record of City Council actions for that year.

Typically, five books are printed and bound. The official copy resides in the City Clerk's Office, with additional copies provided to the City Manager's Office and Carnegie-Stout Public Library. The two remaining copies are given to the Center for Dubuque History at Loras College and the Mayor at their request and expense. A digital version of the Official Proceedings is also uploaded to the City of Dubuque Public Document's web portal for searching by the public and City staff. Currently, the Official Proceedings available on the web page date from 1907 to present.

I respectfully request Mayor and City Council approval of the 2025 City Council Official Proceedings.




# OFFICIAL PROCEEDINGS

**of the**

## CITY COUNCIL

**for the**

## CITY OF DUBUQUE, IOWA

# 2025

Approved August 3, 2026

*Recorded and prepared by*
*Adrienne N. Breitfelder, CMC, City Clerk*
*Trish L. Gleason, MMC, Assistant City Clerk*

# CITY OFFICERS FOR THE YEAR 2025

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## *BRAD M. CAVANAGH*
**MAYOR**

---

## COUNCIL MEMBERS

***RIC W. JONES*** **..... COUNCIL MEMBER AT-LARGE**

***DAVID T. RESNICK*** **..... COUNCIL MEMBER AT-LARGE**

***SUSAN R. FARBER*** **..... COUNCIL MEMBER FIRST WARD**

***LAURA J. ROUSSELL*** **..... COUNCIL MEMBER SECOND WARD**

***DANNY C. SPRANK*** **..... COUNCIL MEMBER THIRD WARD**

***KATY A. WETHAL*** **..... COUNCIL MEMBER FOURTH WARD**

# CITY OFFICERS FOR THE YEAR 2025

## COUNCIL APPOINTEES

**CITY MANAGER** ..... ***MICHAEL C. VAN MILLIGEN***
**CITY CLERK** ..... ***ADRIENNE N. BREITFELDER***
**CITY ATTORNEY** ..... ***CRENNA M. BRUMWELL***

## DEPARTMENT MANAGERS

**ASSISTANT CITY MANAGER** ..... ***CORI L. BURBACH***
**AIRPORT DIRECTOR** ..... ***TODD E. DALSING***
**CHIEF FINACIAL OFFICER** ..... ***JENNIFER M. LARSON***
**CHIEF OF HUMAN RIGHTS** ..... ***GISELLA M. AITKEN-SHADLE (January – September)***
..... ***JASON D. LEHMAN, INTERIM (September)***
**CHIEF HUMAN RESOURCES OFFICER** ..... ***SHELLEY M. STICKFORT***
**CHIEF INFORMATION OFFICER** ..... ***CHRISTINE A. KOHLMANN (January - March)***
..... **JOSEPH R. PREGLER, INTERIM** ***(March - April)***
..... **JOSEPH R. PREGLER** ***(April - December)***
**CITY ENGINEER** ..... ***GUS N. PSIHOYOS***
**COMMUNITY IMPACT AND NEIGHBORHOOD SUPPORT DIRECTOR** ..... ***ANTONIO J. MOUZON***
**ECONOMIC DEVELOPMENT DIRECTOR** ..... ***JILL M. CONNORS***
**EMERGENCY COMMUNICATIONS DIRECTOR** ..... ***JESSICA M. GEORGE-RETHWISCH***
**FIRE CHIEF** ..... ***AMY R. SCHELLER***
**HOUSING AND COMMUNITY DEVELOPMENT DIRECTOR** ..... ***ALEXIS M. STEGER (January - April)***
..... ***CORI L. BURBACH, INTERIM (April - June)***
..... ***SANDI L. FOWLER, INTERIM (July - December)***
**LIBRARY DIRECTOR** ..... ***NICK L. ROSSMAN***
**OFFICE OF ECONOMIC MOBILITY DIRECTOR** ..... ***ANDERSON SANICI (January - November)***
**PARK AND RECREATION DIRECTOR** ..... ***MARIE L. WARE*** **(January - June)**
..... **STEPHEN J. FEHSAL, INTERIM (June – September)**
..... **MATTEW K. KALCEVICH (September – December)**
**PLANNING SERVICES DIRECTOR** ..... ***WALLY C. WERNIMONT***
**POLICE CHIEF** ..... ***JEREMY R. JENSEN***
**PUBLIC HEALTH DIRECTOR** ..... ***MARY ROSE CORRIGAN***
**PUBLIC INFORMATION OFFICER** ..... ***RANDY W. GEHL***
**PUBLIC WORKS DIRECTOR** ..... ***ARIELLE E. SWIFT***
**STRATEGIC PARTNERSHIPS DIRECTOR** ..... ***ANDERSON SANICI (December)***
**SUSTAINABILITY DIRECTOR** ..... ***GINA S. BELL***
**TRANSPORTATION SERVICES DIRECTOR** ..... ***RYAN C. KNUCKEY***
**WATER DEPARTMENT DIRECTOR** ..... ***CHRISTOPHER J. LESTER***
**WATER & RESOURCE RECOVERY CENTER DIRECTOR** ..... ***DERON L. MUEHRING***

**Regular meetings of the City Council were held on the first and third Monday of each month (Tuesday pending holidays) at 6:30 p.m. in the Historic Federal Building.**

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS REGULAR SESSION OFFICIAL

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

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

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

**PLEDGE OF ALLEGIANCE**

**PROCLAMATIONS**

1. Wahlert Catholic High School 2024 Iowa Class 3A Football Champions was accepted by Assistant Principal and Football Coach Jamie Marshall and members of the football team on behalf of Wahlert Catholic High School.

2. Human Trafficking and Modern-Day Slavery Prevention Month (January 2025) was accepted by Mary Lechtenberg on behalf of the Tri-State Coalition Against Human Trafficking and Modern-Day Slavery.

**CONSENT ITEMS**

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

1. Minutes and Reports Submitted: City Council Proceedings of December 16, 2024; Civil Service Commission of October 18, November 8, and November 13, 2024; Equity and Human Rights Commission of November 12, 2024; Zoning Board of Adjustment of November 21, 2024; Proof of Publication for City Council Proceedings of November 18 and December 2, 2024. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Elijah Callahan for vehicle damage; Daniel Dunne for vehicle damage; Elizabeth Gonner for vehicle damage; Amy Smith for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Lois Kamp for vehicle damage; Amy Smith for vehicle damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 1-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 1-25**
**AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

Whereas, Section 1-7-7(E) of the Municipal Code of the City of Dubuque provides that the Finance Director-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 142-18 adopted May 7, 2018, 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.

Passed, approved, and adopted this 6th day of January 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. 2025 Federal Legislative Priorities: Upon motion the documents were received, filed, and approved.

6. Request to Change the Scope of Homeowner Assistance Programs Funded by Water Operating Budget: City Manager recommended City Council approval to combine and revise the scope of the homeowner assistance programs offered by the Water Department, and to proceed with the implementation of the Leaking Lead Service Line Replacement Program, as outlined in the attached document. Upon motion the documents were received, filed, and approved.

7. Finance Department Request for Full-Time Budget/Financial Accounting Analyst Position: Upon motion the documents were received, filed, and approved.

8. Signed Contract(s): CDB Utility Contractors for the Park Hill Fiber Optic Path; CDB Utility Contractors for the Shallow Well Field Fiber Optic Path; Conlon Construction Co. for the Iowa Amphitheater at Schmitt Island Bid Package 2; Racom for the SCADA Security Camera System Upgrade Project 2024. Upon motion the documents were received and filed.

9. Improvement Contracts / Performance, Payment, and Maintenance Bonds MDE, LLC for the 2024 SRF Green Alley Project; Portzen Construction Inc. for the Ruby Sutton Building Second Floor Remodel Project; Tschiggfrie Excavating Co. for the Kerper Boulevard Lift Station Replacement. Upon motion the documents were received, filed, and approved.

10. Acceptance of Dedication of Property for Future Right of Way Purposes from Switch Homes of Dubuque, LLC – The Farm Subdivision: Upon motion the documents were received and filed, and Resolution No. 2-25 Accepting The Dedication of Property, Being Outlot E of The Farm in the City of Dubuque, Iowa, From Switch Homes Of Dubuque, LLC, for Future Road Right of Way Purposes was adopted.

**RESOLUTION NO. 2-25**
**ACCEPTING THE DEDICATION OF PROPERTY, BEING OUTLOT E OF THE FARM IN THE CITY OF DUBUQUE, IOWA, FROM SWITCH HOMES OF DUBUQUE, LLC, FOR FUTURE ROAD RIGHT OF WAY PURPOSES**

Whereas, the Final Plat of The Farm was recorded as Instrument Number 2024-00004916 in the Dubuque County Recorder's Office; and

Whereas, said Final Plat includes the dedication of Outlot E by Switch Homes of Dubuque, LLC to the City of Dubuque for future street right of way purposes; and

Whereas, due to a scrivener's error, the dedication of said Outlot E was not accepted by the City of Dubuque in City Council Resolution No. 132-24; and

Whereas, in order to correct said scrivener's error, the City of Dubuque wishes to now accept the dedication of Outlot E by Switch Homes of Dubuque, LLC for future street right of way purposes.

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

Section 1. The City Council of the City of Dubuque, Iowa, hereby approves of, accepts, and consents to the dedication of Outlot E by Switch Homes of Dubuque, LLC for future street right of way purposes.

Section 2. The Mayor is hereby authorized and directed to execute and acknowledge on behalf of the City of Dubuque any instruments in connection herewith.

Section 3. The City Clerk is hereby authorized to and directed to record this resolution with the Dubuque County Recorder.

Passed, approved and adopted this 6th day of January 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

11. Keymont Drive Pavement Rehabilitation Project - Acceptance of Public Improvement: PROJECT 5521000018: Upon motion the documents were received and filed, and Resolution No. 3-25 Accepting the Keymont Drive Pavement Rehabilitation Project and Authorizing Final Payment to the Contractor was adopted.

**RESOLUTION NO. 3-25**
**ACCEPTING THE KEYMONT DRIVE PAVEMENT REHABILITATION PROJECT AND AUTHORIZING FINAL PAYMENT TO THE CONTRACTOR**

Whereas, the Public Improvement Contract for the Keymont Drive Pavement Rehabilitation Project (the Project) has been completed by the contractor, Eastern Iowa Excavating and Concrete LLC (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 $151,191.73; and

Whereas, the Contractor has previously been paid $143,632.14, leaving a balance of $7,559.59; 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 Director of Finance and Budget is hereby directed to pay the balance of the retainage of $7,559.59 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 6th day of January 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**ITEMS SET FOR PUBLIC HEARING**

Motion by Sprank to receive and file the documents, adopt the resolution, and set the public hearing as indicated. Seconded by Roussell. Motion carried 7-0.

1. Setting a Public Hearing for the Central Avenue and White Street Traffic Study Recommendation: Upon motion the documents were received and filed and Resolution No. 4-25 Setting Date of Public Hearing on the Central Avenue and White Street Corridor Traffic Study Summary Report was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on January 21, 2025 in the Historic Federal Building.

**RESOLUTION NO. 4-25**
**SETTING DATE OF PUBLIC HEARING ON THE CENTRAL AVENUE AND WHITE STREET CORRIDOR TRAFFIC STUDY SUMMARY REPORT**

Whereas, Bolton and Menk, Inc. was hired by the City of Dubuque to study the one-way corridors that are Central Avenue and White Street; and

Whereas, Engagement with the public and key stakeholders was crucial in understanding the needs of the corridors and the community; and

Whereas, the Central Avenue and White Street Corridor Traffic Study Summary Report presented at the Public Hearing will be a technical report that will document the analysis, conceptual design layouts, planning-level cost estimates, preferred alternative conceptual design, the potential implementation / phasing plan, and funding proposals for Central Avenue and White Street corridors.

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 Central Avenue and White Street Corridor Traffic Study Summary Report in the City Council Chambers at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa on the 21st day of January 2025, beginning at 6:30 PM.

Section 2. That the City Clerk is hereby authorized and directed to publish notice of the Public Hearing in the form attached hereto, according to law.

Passed, adopted and approved this the 6th day of January 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**BOARDS/COMMISSIONS**

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

1. Building Code Advisory and Appeals Board: One, 3-Year term through January 1, 2027 (Vacant Multidisciplinary Rep. term of Schoenhard). Applicant: Michael Shimkus, 4917 Twilight Dr. (Qualifies for Multidisciplinary Rep.). Shimkus spoke in support of their application.

2. Community Development Advisory Commission: One, 3-Year term through February 15, 2027 (Vacant Low/Moderate Income Rep. term of Hammel Jr.); One, 3-Year term through February 15, 2028 (Expiring At-Large term of Boles). Applicants: Dean Boles, 1715 Geraldine Dr. (Qualifies for At-Large); Dale L. Campbell Jr., 210 Jones St. (Qualifies for At-Large and Low/Moderate Income Rep.)

3. Equity and Human Rights Commission: Two, 3-Year terms through January 1, 2028 (Expiring terms of Baumhover and Freiburger). Applicants: Rick Baumhover, 601 Garfield Ave.; Michaela Freiburger, 1718 Diane Ct.; Traci Phillipson, 2120 Rhomberg Ave. Baumhover spoke in support of their application.

**PUBLIC HEARINGS**

1. Resolution Approving a Proposed Development Agreement with Dubuque and Jackson County Habitat for Humanity: Motion by Roussell to receive and file the documents and adopt Resolution No. 5-25 Approving a Development Agreement by and between the City of Dubuque, Iowa and Dubuque and Jackson County Habitat for Humanity, Including the Proposed Issuance of Urban Renewal Tax Increment Revenue Grant. Seconded by Wethal. In response to a question, Van Milligen cited Greater Dubuque Development Corporation's (GDDC) housing study, which identified a shortage of 1,100 units in Dubuque. Following the study, the City Council implemented various incentives to promote housing development, which many recent developers have utilized. The City Council expressed enthusiasm for the progress of this project. Motion carried 7-0.

**RESOLUTION NO. 5-25**
**APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND DUBUQUE AND JACKSON COUNTY HABITAT FOR HUMANITY, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE GRANT OBLIGATIONS**

Whereas, Dubuque and Jackson County Habitat for Humanity is the owner of the property legally described as follows:

> The South Half of the South one-fifth of Out Lot 441, in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Survey of the Town of Dubuque, Iowa (the Property); and

Whereas, the City Council by Resolution No. 407-24, dated December 16, 2024, declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and Dubuque and Jackson County Habitat for Humanity including the issuance of Urban Renewal Tax Increment Obligations; and

Whereas, pursuant to published notice, a public hearing was held on the proposed Development Agreement on January 6, 2025, at 6:30 p.m.; and

Whereas, it is the determination of the City Council that approval of the Development Agreement for development of the Property by Dubuque and Jackson County Habitat for Humanity, 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:

Section 1. The Development Agreement by and between the City of Dubuque, Iowa and Dubuque and Jackson County Habitat for Humanity, a copy of which is attached hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

Section 2. 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. 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 6th day of January, 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

2. Approving a Purchase Agreement by and between the City of Dubuque and Theisen's Warehouse, LLC providing for the Sale of City-owned Real Estate: Motion by Jones to receive and file the documents and adopt Resolution No. 6-25 Approving the Disposal of an interest in City of Dubuque Real Estate by sale to Theisen's Warehouse, LLC Pursuant to a Purchase Agreement by and between the City Of Dubuque and Theisen's Warehouse, LLC. Seconded by Farber. Motion carried 7-0.

**RESOLUTION NO. 6-25**
**APPROVING THE DISPOSAL OF AN INTEREST IN CITY OF DUBUQUE REAL ESTATE BY SALE TO THEISEN'S WAREHOUSE, LLC PURSUANT TO A PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND THEISEN'S WAREHOUSE, LLC**

Whereas, the City of Dubuque, Iowa (City), by Resolution No. 40-24 dated February 19, 2024, adopt an Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Urban Renewal Area (the Plan) for the Urban Renewal Area described therein; and

Whereas, the City of Dubuque, Iowa, is interested in stimulating reinvestment in the Dubuque Industrial Center Urban Renewal Area; and

Whereas, the Plan provides, among other things, for the disposition of properties for private development purposes; and

Whereas, City is the owner of approximately 2.54 acres at the corner of Chavenelle Road and South Heacock Road as shown on Exhibit A (the Property); and

Whereas, City and Theisen's Warehouse, LLC have entered into a Purchase Agreement, pursuant to which City will convey the

Property to Theisen's Warehouse, LLC; and

Whereas, the City Council has tentatively determined that it would be in the best interests of City to approve the Purchase Agreement, including the conveyance of the Property to Theisen's Warehouse, LLC; and

Whereas, the monetary and non-monetary consideration provided in the Purchase Agreement constitutes "fair value" to the City in exchange for the property as required by Iowa Code Section 403.8(1).

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

Section 1. The City 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 Purchase 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 Purchase Agreement by and between the City of Dubuque, Iowa and Theisen's Warehouse, LLC including the transfer of property as provided therein, is hereby approved.

Section 3. The Mayor is authorized and directed to execute said Purchase Agreement on behalf of the City of Dubuque.

Passed, approved and adopted this 6th day of January, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

3. Proceedings for the Public Hearing on the Issuance of Not to Exceed $24,250,000 General Obligation Bonds, Series 2025ABC: Motion by Farber to receive and file the documents and adopt Resolution No. 7-25 Taking additional action on proposals to enter into Loan Agreements and combining Loan Agreements. Seconded by Sprank. In response to a question, Chief Financial Officer Jennifer Larson outlined the next steps, noting that the bond sale is scheduled for March 3, with the results to be presented at the City Council meeting that evening. Larson stated that the bond sale is not anticipated to impact the city's bond rating. Larson also stated that, although the city typically issues debt annually, no debt was issued in 2024, with the issuance deferred to 2025. The City Council recommended including the city's debt reduction policy in future memorandums on bond sales. Van Milligen confirmed that this information will be incorporated when this bond sale is next presented to the City Council. Motion carried 7-0.

**RESOLUTION NO. 7-25**
**TAKING ADDITIONAL ACTION ON PROPOSALS TO ENTER INTO LOAN AGREEMENTS AND COMBINING LOAN AGREEMENTS**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, heretofore proposed to enter into a loan agreement (the "Essential Purpose Loan Agreement") pursuant to the provisions of Section 384.24A of the Code of Iowa and to borrow money thereunder in a principal amount not to exceed $6,190,000 for the purpose of paying the costs, to that extent, of (a) acquiring ambulances, fire protection vehicles, a fire protection boat, EMS equipment and fire safety radios and equipment; (b) acquiring solid waste collection vehicles and equipment; (c) undertaking improvements to the municipal airport; and (d) undertaking demolition/deconstruction of a dangerous and dilapidated property, and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on January 6, 2025; and

Whereas, the City also proposed to enter into a loan agreement (the "Exterior and Office Renovations Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $890,000 for the purpose of paying the costs, to that extent, of (a) acquiring and installing fire station generators; (b) undertaking fire station roof replacement and repairs; (c) undertaking fire station tuck pointing and related exterior repairs; and (d) undertaking fire department administrative office renovations, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Exterior and Office Renovations Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposed to enter into a loan agreement (the "Bunk Room and Systems Improvements Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $910,000 for the purpose of paying the costs, to that extent, of (a) undertaking fire station bunk room renovations; (b) undertaking fire station mechanical and electrical systems improvements; and (c) undertaking fire station HVAC replacement, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Bunk Room and Systems Improvements Loan Agreement be submitted to

the registered voters of the City; and

Whereas, the City also proposed to enter into a loan agreement (the "Fire Station Improvements Loan Agreement," and together with the Exterior and Office Renovations Loan Agreement and the Bunk Room and Systems Improvements Loan Agreement, the "General Purpose Loan Agreements"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $910,000 for the purpose of paying the costs, to that extent, of (a) undertaking fire station facilities improvements; and (b) undertaking improvements to the fire department burn tower training facility, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Fire Station Improvements Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposes to enter into a loan agreement (the "Ice Arena Loan Agreement"), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $1,185,000 for the purpose of undertaking the Ice Arena Dehumidification Project, an authorized urban renewal project of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Ice Arena Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposed to enter into a loan agreement (the "Parking System Loan Agreement"), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $4,045,000 for the purpose of undertaking the Smart Parking System Enhancement Project and the Parking Ramp Major Maintenance Project, authorized urban renewal projects of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Parking System Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposed to enter into a loan agreement (the "Federal Building Loan Agreement" and together with Ice Arena Loan Agreement and the Parking System Loan Agreement, the "Urban Renewal Loan Agreements"), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $870,000 for the purpose of undertaking the Federal Building Renovation Project and the Central Avenue Streetscape Improvements Project, authorized urban renewal projects of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Federal Building Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposed to enter into a loan agreement (the "Amphitheater Loan Agreement"), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $9,250,000 for the purpose of undertaking the Iowa Amphitheater on Schmitt Island Project, an authorized urban renewal project of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Amphitheater Loan Agreement be submitted to the registered voters of the City; and

Whereas, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City intends to combine authority to enter into the loan agreements described above in the manner hereinafter set forth.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA, AS FOLLOWS:

Section 1. The Urban Renewal Loan Agreements, the Essential Purpose Loan Agreement and the General Purpose Loan Agreements are hereby combined into a common "Loan Agreement". The City's authority to enter in the Loan Agreement shall be further divided by subsequent action of the

City Council into a Tax-Exempt Series 2025A Loan Agreement and a Taxable Series 2025B Loan Agreement. The City Council hereby determines to enter into the Loan Agreement in the future and orders that General Obligation Corporate Purpose Bonds, Series 2025A and Taxable General Obligation Corporate Purpose Bonds, Series 2025B Bonds be issued at such time, in evidence of the City's respective obligations thereunder.

Further, the City Council hereby determines to enter into the Amphitheater Loan Agreement in the future and orders that Taxable General Obligation Urban Renewal Bonds, Series 2025C be issued at such time, in evidence of the City's obligations thereunder.

The City Council further declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa with respect to the Loan Agreement, and all combined borrowing proposals thereunder, and the Amphitheater Loan Agreement.

Section 2. Further action with respect to the Loan Agreement is hereby adjourned to the City Council meeting scheduled for January 21, 2025.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed, approved and adopted this 6th day of January, 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**PUBLIC INPUT**

Rick Dickinson, President and CEO of Greater Dubuque Development Corporation, thanked the City Council for supporting Public Hearings No. 2 and 3 and thanked Dubuque Bank and Trust (DB&T) for their cooperation with the City regarding Action Item No. 1.

**ACTION ITEMS**

1. DB&T Interest Earnings Press Release: Motion by Jones to receive and file the documents. Seconded by Resnick. City Council Members expressed gratitude to city staff and DB&T for collaborating to resolve the interest earnings discrepancy. This effort led to DB&T recently paying the City over $2 million in interest earnings following a review of the banking services agreement between the City and DB&T from 2007 to the present. The City Council confirmed that the amount paid by DB&T is accurate and clarified that earlier figures cited by others were incorrect due to unknown variables at the time. The City Council also highlighted steps to prevent a recurrence, including assigning a city staff member to monitor accounts and modifying the scope of the Investment Oversight Advisory Commission through Action Item No. 2. Motion carried 7-0.

2. Code of Ordinances Amendment – Title 2 Chapter 3 Investment Oversight Advisory Commission: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Resnick. City Council members commended the change, emphasizing its importance in enhancing oversight of the city's cash management practices. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 1-25 Amending City of Dubuque Code of Ordinances Title 2 Boards and Commissions, Chapter 3 Investment Oversight Advisory Commission. Seconded by Resnick. Motion carried 7-0.

**ORDINANCE NO. 1-25**
**AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 2 BOARDS AND COMMISSIONS, CHAPTER 3 INVESTMENT OVERSIGHT ADVISORY COMMISSION**

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

Section 1. Title 2, Chapter 3 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

CHAPTER 3
INVESTMENT AND CASH MANAGEMENT OVERSIGHT ADVISORY COMMISSION

2-3-1: COMMISSION CREATED: There is hereby created the investment and cash management oversight advisory commission.

2-3-2: PURPOSE: The purpose of the commission is to review the actions and decisions of the city's investments and all money managers for compliance with the city's investment policy and to report any noncompliance to the city council; to review internal cash management practices and external agreements regarding the banking services agreement, U.S. Treasuries, and certificates of deposits; to review the investment performance of the City's investments and money managers and to report to the City Council concerning such investment at least quarterly; and to recommend, as needed, changes in the investment policy or cash management practices to the city council.

. . . .

2-3-13: POWERS: The commission has the following powers, duties, and responsibilities:

A. To review the actions and decisions of the Finance Department and the city's money managers for compliance with the city's investment policy and report any noncompliance to the city council;

B. To recommend, as needed, changes in the city's investment policy to the city manager and the city council;

C. To review the investment performance of the city and the city's money managers and report to the city council concerning same at least quarterly; and

D. To review the City's internal cash management practices and external agreements regarding the banking services agreement, U.S. Treasuries, and certificates of deposits for compliance with agreement terms and conditions.

2-3-14: REPORTS PROVIDED: The Finance Department must provide the commission with monthly, quarterly, and annual reports prepared by the Finance Department and the city's financial advisors.

Section 2. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 6th day of January 2025.

Brad Cavanagh, Mayor

Attest: Adrienne Breitfelder, City Clerk

3. Mayor and City Council Appointments to Boards and Committees: Motion by Roussell to receive and file the documents and refer to the City Council for discussion. Seconded by Sprank. No changes were made to any board or committee appointments. Motion carried 7-0.

4. HEART Partnership Video: Motion by Sprank to receive and file the documents and view the video. Seconded by Wethal. A video on the HEART Partnership was shown. It can also be viewed on the City of Dubuque YouTube channel at https://www.youtube.com/watch?v=h_HNnBKFdyY. Motion carried 7-0.

5. Lincoln Playground CDBG Project Ribbon-Cutting Video: Motion by Roussell to receive and file the documents and view the video. Seconded by Jones. A video summary of the grand opening of Lincoln Elementary School's new playground, a project which received nearly $630,000 in Community Development Block Grant funds, was shown. The video can also be viewed on the City of Dubuque YouTube channel at https://youtu.be/-t43rJlZIhc. Motion carried 7-0.

## COUNCIL MEMBER REPORTS

Council Member Jones reflected on the recent passing of Former President Jimmy Carter, Loras alum Greg Gumbel, Former Heritage Works President and CEO Duane Hagerty, Cynthia Louise Nelms Byrne, Morgan Frazer, George Holland, and Lloyd Gudenkauf. Jones reported on a recent Dubuque Main Street event, William Intriligator being awarded the Telegraph Herald's 2024 First Citizen Award, and a recent Dubuque 365ink article about upcoming initiatives in Dubuque. Jones also mentioned the upcoming Special Olympics Iowa Winter Games and the posthumous induction of Paul Gorrell and John Powers to their hall of fame.

Council Member Sprank reported on upcoming neighborhood association meetings.

Council Member Wethal reported on visiting Island Social and the New Year's Day hike at Mines of Spain.

Mayor Cavanagh reported on the Special Olympics Iowa Winter Games, the Dubuque Racing Association's (DRA) upcoming celebration of their 40th anniversary, and the upcoming state legislative session.

## CLOSED SESSION

Motion by Jones to convene in closed session at 7:51 p.m. to discuss Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa. Seconded by Roussell. Mayor Cavanagh stated for the record that the attorney who will consult with the City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

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

## ADJOURNMENT

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

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 6:00 p.m. on January 21, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on the Capital Improvement Project GIS Application.

**WORK SESSION**

Capital Improvement Project GIS Application

GIS Coordinator/Analyst Nikki Rosemeyer introduced the Capital Improvements Project GIS application. In response to questions, Rosemeyer explained that the application is publicly accessible and will be promoted through the Public Information Office (PIO). She noted that the City Council's suggestions to create a template and integrate Media Services videos could be incorporated. City Council Members praised the application for its effectiveness in communicating information.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:19 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS REGULAR SESSION OFFICIAL

The Dubuque City Council met in regular session at 6:30 p.m. on January 21, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

**PLEDGE OF ALLEGIANCE**

**CONSENT ITEMS**

Council Member Wethal requested Item No. 19 be held for separate discussion. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated, except Item No. 19. Seconded by Farber. Motion carried 7-0.

1. Minutes and Reports Submitted: City Council Proceedings of January 6, 2025; Civil Service Commission of December 11 and December 19, 2024; Community Development Advisory Commission of November 20, 2024; Equity and Human Rights Commission of December 17, 2024; Library Board of Trustees Update of December 19, 2024; Resilient Community Advisory Commission of November 7, 2024; Zoning Advisory Commission of November 6, 2024; Proof of Publication for City Council Proceedings of December 16, 2024. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: David Rupp for property damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Elijah Callahan for vehicle damage; Daniel Dunne for vehicle damage; Elizabeth Gonner for vehicle damage; David Rupp for property damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 8-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 8-25**
**AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

Whereas, Section 1-7-7(E) of the Municipal Code of the City of Dubuque provides that the Finance Director-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 142-18 adopted May 7, 2018, 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.

Passed, approved, and adopted this 21st day of January 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. First Amendment to Development Agreement between the City of Dubuque and HG APT LLC for the Rehabilitation of 2901 Central Avenue: Upon motion the documents were received and filed, and Resolution No. 9-25 Approving the First Amendment to Development Agreement by and between the City of Dubuque, Iowa and HG Apt LLC was adopted.

**RESOLUTION NO. 9-25**
**APPROVING THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND HG APT LLC**

Whereas, the City of Dubuque (City) and HG APT LLC (Developer) entered into a Development Agreement dated September 5, 2023, for the redevelopment of 2901 Central Avenue in the City of Dubuque, Iowa (the Project); and

Whereas, City and Developer desire to amend the Development Agreement as set forth in the attached First Amendment to Development Agreement.

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

Section 1. The First Amendment to Development Agreement by and between the City of Dubuque, Iowa and HG APT LLC, copy of which is attached hereto, in hereby approved.

Section 2. The Mayor is hereby authorized and directed to execute the First Amendment to Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. The City Manager is authorized to take such actions as are necessary to comply with the terms of the First Amendment to Development Agreement as herein approved.

Passed, approved, and adopted this 21st day of January 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

6. John F. Kennedy Road and West 32nd Street Intersection Improvement Project - Acceptance of Public Improvement Construction Contract - Project 5521000048: Upon motion the documents were received and filed, and Resolution No. 10-25 Accepting the John F. Kennedy Road and West 32nd Street Intersection Improvement Project and Authorizing Final Payment to The Contractor was adopted.

**RESOLUTION NO. 10-25**
**ACCEPTING THE JOHN F. KENNEDY ROAD AND W. 32ND STREET INTERSECTION IMPROVEMENT PROJECT AND**

**AUTHORIZING FINAL PAYMENT TO THE CONTRACTOR**

Whereas, the Public Improvement Contract for the John F. Kennedy Road and W. 32nd Street Intersection Improvement Project (the Project) has been completed by the contractor, Eastern Iowa Excavating and Concrete LLC (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 $454,326.89; and

Whereas, the Contractor has previously been paid $431,610.54, leaving a balance of $22,716.34; 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 Director of Finance and Budget is hereby directed to pay the balance of the retainage of $22,716.34 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 21st day of January 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

7. Acceptance of a Quit Claim Deed for Highway Access Rights from Switch Homes, LLC: Upon motion the documents were received and filed, and Resolution No. 11-25 Accepting a Quit Claim Deed from Switch Homes, LLC, for certain highway access rights across part of the Farm Subdivision, In the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 11-25**
**ACCEPTING A QUIT CLAIM DEED FROM SWITCH HOMES, LLC, FOR CERTAIN HIGHWAY ACCESS RIGHTS ACROSS PART OF THE FARM SUBDIVISION, IN THE CITY OF DUBUQUE, IOWA**

Whereas, per City Resolution 132-24 approving and attached to the Final Plat of The Farm dated May 2, 2024 and recorded June 4, 2024 as Instrument 2024-00004916 of the records of the Dubuque County Recorder, Switch Homes, LLC, was to convey to the City of Dubuque all rights of access to the Northwest Arterial at Highway Station 73+00 as originally granted to Lime Rock Springs Co. their and heirs and assigns, by Corrected State Land Patent from the State of Iowa to Lime Rock Springs Co. dated December 14, 2013 and recorded December 19, 2013 as Instrument 2013-00019168 of the records of the Dubuque County Recorder; and

Whereas, Switch Homes, LLC has executed the attached Quit Claim Deed conveying all of their interest in said highway access rights to the City of Dubuque.

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

Section 1. The City Council of the City of Dubuque, Iowa, hereby approves of, accepts, and consents to the Quit Claim Deed from Switch Homes, LLC, a copy of which is attached hereto, as required by Iowa Code Section 569.7.

Section 2. The City Clerk is hereby authorized to and directed to record this resolution and the Deed with the Dubuque County Recorder.

Passed, approved and adopted this 21st day of January 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

8. Acceptance of Certain Public Subdivision Improvements in Phase I of The Farm Subdivision: Upon motion the documents were received and filed, and Resolution No. 12-25 Accepting Public Improvements in Phase 1 of the Farm Subdivision, in the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 12-25**
**ACCEPTING PUBLIC IMPROVEMENTS IN PHASE 1 OF THE FARM SUBDVISION, IN THE CITY OF DUBUQUE, IOWA**

Whereas, pursuant to Resolution 132-24, certain public improvements in Phase 1 of The Farm Subdivision as shown on the attached exhibit, including street paving with curb, curb underdrain, sanitary sewer main, water main, storm sewers and catch basins, street lighting, Northwest Arterial recreational trail, Northwest Arterial right turn lane, and accessible sidewalk ramps, were installed by the developer of The Farm Subdivision in the City of Dubuque, Iowa; and

Whereas, the Phase 1 public improvements as shown on the attached exhibit have been fully completed and the City Manager has examined the work and has filed a certificate stating that the same has been completed in accordance with the plans approved by the City Council and in conformance with City specifications, and has recommended that the improvements be accepted by the City Council.

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

Section 1. That the recommendation of the City Manager be approved and that said

public improvements in Phase 1 of The Farm Subdivision as shown on the attached exhibit be and the same is hereby accepted.

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

Passed, approved and adopted this 21st day of January 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

9. Acceptance of a Storm Water Detention Basin and Berm Easement from Ehrlich Properties, LLC over Lot 2-10 of North Grandview Estates No. 2, in the City of Dubuque Iowa: Upon motion the documents were received and filed, and Resolution No. 13-25 Accepting a Grant of Permanent Easement for Storm Water Detention Basin and Berm, over and across part of Lot 2-10 of North Grandview Estates No. 2, in the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 13-25**
**ACCEPTING A GRANT OF PERMANENT EASEMENT FOR STORM WATER DETENTION BASIN AND BERM, OVER AND ACROSS PART OF LOT 2-10 OF NORTH GRANDVIEW ESTATES NO. 2, IN THE CITY OF DUBUQUE, IOWA**

Whereas, per the Plat of Survey off Lot 1-10 and Lot 2-10 of North Grandview Estates No. 2, in the City of Dubuque Iowa, recorded as Instrument Number 2024-00012271 in the Dubuque County Recorder's Office, Ehrlich Properties, LLC has dedicated to the City of Dubuque a permanent Storm Water Detention Basin and Berm Easement through, over and across Part of Lot 2-10 of North Grandview Estates No. 2, in the City of Dubuque, Iowa.

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

Section 1. The City Council of the City of Dubuque, Iowa, hereby approves of, accepts and consents to the permanent Grant of Storm Water Detention Basin and Berm Easement through, over and across Part of Lot 2-10 of North Grandview Estates No. 2, in the City of Dubuque, Iowa from Ehrlich Properties, LLC, a copy of which is attached hereto.

Section 2. The Mayor is hereby authorized and directed to execute and acknowledge on behalf of the City of Dubuque any instruments in connection herewith.

Section 3. That the City Clerk be and is hereby authorized and directed to record a certified copy of this resolution in the offices of the City Assessor, Dubuque County Recorder and Dubuque County Auditor.

Passed, approved and adopted this 21st day of January 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

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

11. Grass and weed cutting and garbage collection assessments: Upon motion the documents were received and filed, and Resolution No. 14-25 Authorizing the City to Collect Delinquent Grass and Weed Cutting and Garbage Collection Charges in Accordance with Title 6-4-3A and Title 6-8-2 of the Code of Ordinances of the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 14-25**
**AUTHORIZING THE CITY TO COLLECT DELINQUENT GRASS AND WEED CUTTING AND GARBAGE COLLECTION CHARGES IN ACCORDANCE WITH TITLE 6-4-3A and TITLE 6-8-2 OF THE CODE OF ORDINANCES OF THE CITY OF DUBUQUE, IOWA**

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

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

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

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

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

Section 2. That the City Clerk be and is hereby ordered and directed to certify to the County Treasurer of Dubuque County, Iowa, that the persons named on the attached Grass/Weed/Garbage Assessment Schedule

are delinquent in the payment of grass and weed cutting and garbage collection charges in the amount set aside of the respective names, and that said amounts shall be collected in the same manner as general property taxes against the respective parcels of property set opposite the names of the owners.

Passed, approved and adopted this 21st day of January 2025.

Brad M Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**Schedule of Assessments**

Delinquent Grass and Weed Cutting and Garbage Collection

Location; Owner; Parcel #; Amount; Category

663 Jefferson; E 36' of Lot 18 Farley's Sub; Nottingham Properties LLC 855 S Grandview Ave. Dubuque IA 52003; 1024385016; $128.00; garbage

320 Hill; Lot 2-3 Buettel & Langworthy's Add; Mid America Property Management LLC PO Box 1572 Dubuque IA 52004; 1025177012; $128.00; garbage

673 Jefferson; Lot 2 - E 1/2 - 17 & W 14' - Lot 18 Farleys Sub; Kelcor Inc PO Box 1385 Dubuque IA 52004; 1024385015; $115.00; garbage

632 W 8TH; Lot 25 Rogers Sub; Budde, Lance A 7697 N Indian Rdg. East Dubuque IL 61025; 1025133009; $212.00; garbage

1725 Delhi; Lot 1-S 36.6'-E 1/2-Lot 37 L H Langworthy's Add; Mid America Property Management LLC PO Box 1572 Dubuque IA 52004; 1026212014; $232.00; garbage

2506 Broadway; Lot 1-1-16- John King's Dubuque; Mid America Property Management LLC PO Box 1572 Dubuque IA 52004; 1013377014; $290.00; garbage

900 1/2 Merz; Lot 2-26 A Stines Sub; Lynch, Cecelia A 900 1/2 Merz St Dubuque IA 52001; 1013434010; $140.00; garbage

12. Electric Fuel Excise Tax and Charging Fee Increase Recommendation: Upon motion the documents were received and filed, and Resolution No. 15-25 Establishing Rates and Charges for Electric Vehicle Charging was adopted.

**RESOLUTION NO. 15-25**
**RESOLUTION ESTABLISHING RATES AND CHARGES FOR ELECTRIC VEHICLE CHARGING**

Whereas, Section 9-14-321.631 of the City of Dubuque Code of Ordinances authorizes the City Manager to arrange for the installation of appropriate devices to regulate vehicles in municipal parking ramps for the collection of fees; and

Whereas, Section 9-14-321.651 of the City of Dubuque Code of Ordinances authorizes the City Manager to establish fees and charges for the rental of city lots or portions of lots; and

Whereas, the City offers electric vehicle charging to the public in parking facilities; and

Whereas, the City is responsible for an excise tax on electric fuel, which requires the City as an owner of electric charging stations to report and pay to the Iowa Department of Revenue $0.026 per kilowatt hour of electric fuel dispensed; and

Whereas, the excise tax remittance began on July 1, 2023; and

Whereas, after the first year of reporting and paying excise tax on the City's charging stations the current charges are not covering the City's costs of providing the service; and

Whereas, the City has determined that there should be an adjustment to the fees for electric vehicle charging in an amount sufficient to reimburse the City for the excise tax, the cost of the electricity, the cost of the platform to facilitate the charging session, and the administrative costs for managing this portion of the parking system; and

Whereas, the City has determined that a fee of $0.25 per kilowatt hour should be assessed and periodically reviewed by the City Manager and adjusted accordingly; and

Whereas, to incentivize public access and deter long term parking in stalls intended for use only while charging to a certain level, and in accordance with industry best practices, an overstay fee of $2.00 per hour will be charged upon a vehicle reaching 100% of battery capacity, with a grace period after a courtesy notification the charge will begin.

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

Section 1. The fee of $0.25 per kilowatt hour is hereby adopted and approved in addition to any other fees appliable for use of the parking ramp or lot.

Section 2. The fee of $2.00 per hour is hereby adopted and approved for overstaying 100% of battery capacity in an EV charging parking stall, with a grace period after a courtesy notification the charge will begin.

Section 3. The City Manager is authorized to periodically review the fee and update the fee(s) if review demonstrates the existing rate is not covering City costs.

Passed, approved, and adopted this 21st day of January 2025.

Brad Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

13. Approval of Tree City USA application: Upon motion the documents were received and filed, and Resolution No. 16-25 Retroactively Authorizing the Filing of an Application for Designation as a Tree City USA with the Arbor Day Foundation was adopted.

**RESOLUTION NO. 16-25**
**RETROACTIVELY AUTHORIZING THE FILING OF AN APPLICATION FOR DESIGNATION AS A TREE CITY USA WITH THE ARBOR DAY FOUNDATION**

Whereas, applications for certifications, funding, and grants are set by outside entities and outside the control of the City; and

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

Whereas, the City applied for designation as a Tree City USA from the Arbor Day Foundation with an application deadline of December 31, 2024, and

Whereas, the Mayor signed the application and seeks retroactive approval of the application from the City Council.

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

Section 1. The application to the Arbor Day Foundation is approved retroactive to December 31, 2024.

Passed, approved and adopted this 21st day of January 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

14. Five Flags Civic Center Operations Management Services RFP: Upon motion the documents were received, filed, and approved.

15. US Census Boundary and Annexation Survey: Upon motion the documents were received and filed.

16. Final Plat of North English Estates: Upon motion the documents were received and filed, and Resolution No. 17-25 Approving the Final Plat of North English Estates, Dubuque County, Iowa was adopted.

**RESOLUTION NO. 17-25**
**APPROVING THE FINAL PLAT OF NORTH ENGLISH ESTATES, DUBUQUE COUNTY, IOWA**

Whereas, there has been filed with the City Clerk a Final Plat of North English Estates, Dubuque County, Iowa that is within the City's 2-mile extraterritorial jurisdiction; and

Whereas, said Final Plat provides for a 24-foot pavement width, where 26-foot paving width for a private street is required by Section 11-15 of Title 16 of the City of Dubuque Codes of Ordinance, Unified Development Code; and

Whereas, a Preliminary Plat of Survey for the property has been examined by the Zoning Advisory Commission and City Council; and

Whereas, said Final Plat of Survey has been determined by the City Planner to be in conformance with the Preliminary Plat of Survey for the property and the comprehensive plan; and

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

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

Section 1. That Section 11-15 of Title 16 of the City of Dubuque Codes of Ordinances, Unified Development Code, is waived to allow one 24-foot-wide paved private street.

Section 2. That the Final Plat of North English Estates, Dubuque County, Iowa is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa upon said Final Plat, provided the owners of said property herein names, execute their written acceptance hereto attached agreeing:

a) To construct a private street improvement in accordance with improvement plans approved by Dubuque County and certified upon completion by a professional engineer licensed by the State of Iowa.
b) To maintain the private street improvement constructed as part of North English Estates until such time as a homeowners' association is formed and is responsible for maintenance of the same.

Section 3. That in the event that Miller Companies, LLC. fails to execute the acceptance within 180 days after the date of this Resolution, the provisions hereof shall be null and void and the approval of the plat shall not be effective.

Passed, approved and adopted this 21st day of January.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

17. Final Plat of Sandman Homestead: Upon motion the documents were received and filed, and Resolution No. 18-25 Approving the Final Plat of Sandman Homestead, Dubuque County, Iowa was adopted.

**RESOLUTION NO. 18-25**
**APPROVING THE FINAL PLAT OF SANDMAN HOMESTEAD, DUBUQUE COUNTY, IOWA**

Whereas, there has been filed with the City Clerk a Final Plat of Sandman Homestead, Dubuque County, Iowa that is within the City's 2-mile extraterritorial jurisdiction; and

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

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

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

Section 1. That Section 11-14 of Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is waived to allow 0 feet of frontage on a public street or an approved private street for Lot 1 and Lot 3 of Final Plat of Sandman Homestead.

Section 2. That the Final Plat of Sandman Homestead, Dubuque County, Iowa is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa upon said Plat of Survey.

Passed, approved and adopted this 21st day of January.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

18. City of Dubuque and Theisen's Warehouse, LLC Property Right of Way Plats and Dedications – for Future Intersection Improvements at Chavenelle Road and South Heacock Road and Future Extension of South Heacock Road: Upon motion the documents were received and filed, and Resolution No. 19-25 Approving the Acquisition Plats of Lot A of Lot 1-2 McFadden Farm Place No. 4, Lot 1A of McFadden Farm Place No. 5, and Lot 2A of Dubuque Industrial Center West 9th Addition, all in the City of Dubuque, Dubuque County, Iowa was adopted.

**RESOLUTION NO. 19-25**
**APPROVING THE ACQUISITION PLATS OF LOT A OF LOT 1-2 MCFADDEN FARM PLACE NO. 4, LOT 1A OF MCFADDEN FARM PLACE NO. 5, AND LOT 2A OF DUBUQUE INDUSTRIAL CENTER WEST 9TH ADDITION, ALL IN THE CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA**

Whereas, there has been presented to the City Council of the City of Dubuque, Iowa, an Acquisition Plat dated January 7, 2025 prepared by Origin Design describing Lot A of Lot 1-2 McFadden Farm Place No. 4, City of Dubuque, Dubuque County, Iowa and upon said plat appears said Lot A of Lot 1-2, which the City of Dubuque has reserved for street and utility purposes; and

Whereas, there has been presented to the City Council of the City of Dubuque, Iowa, an Acquisition Plat dated January 7, 2025 prepared by Origin Design describing Lot 1A of McFadden Farm Place No. 5, City of Dubuque, Dubuque County, Iowa and upon said plat appears said Lot 1A, which the City of Dubuque has reserved for street and utility purposes; and

Whereas, there has been presented to the City Council of the City of Dubuque, Iowa, an Acquisition Plat dated January 7, 2025 prepared by Origin Design describing Lot 2A of Dubuque Industrial Center West 9th Addition, City of Dubuque, Dubuque County, Iowa and upon said plat appears said Lot 2A, which Theisen's Warehouse, LLC has by said plat dedicated to the public forever for street and utility purposes.

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

Section 1. That the above described plats prepared by Origin Design, relative to the real estate hereinabove described be and the same are hereby approved, and the Mayor and City Clerk be and they are hereby authorized and directed to execute said plats on behalf of the City of Dubuque, Iowa.

Section 2. That the reservations by the City of Dubuque of Lot A of Lot 1-2 McFadden Farm Place No. 4, City of Dubuque, Dubuque County, Iowa and of Lot 1A of McFadden Farm Place No. 5, City of Dubuque, Dubuque County, Iowa, for Right of Way for street and utility purposes, as they appear on said Acquisition Plats, be and the same are hereby approved.

Section 3. That the dedication by Theisen's Warehouse, LLC of Lot 2A of Dubuque Industrial Center West 9th Addition, City of Dubuque, Dubuque County, Iowa, to the public for Right of Way for street and utility purposes, as they appear on said Acquisition Plats, be and the same is hereby accepted.

Section 4. That the City Clerk be and is hereby authorized and directed to file said plats and certified copies of this resolution in the office of the Recorder, in and for Dubuque County, Iowa.

Passed, approved and adopted this 21st day of January 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

19. Public Works Staffing Request - Project and Facilities Manager: Motion by Wethal to receive and file the documents and approve a full-time Project and Facilities Manager (G-18) increasing the Public Works personnel complement by +1.00 FTE, or 2080 hours. Seconded by Sprank. When asked about staff

additions outside the budget cycle, Van Milligen explained that certain positions are identified as immediate needs. After evaluating the Public Works Department's various demands and current capacity, this position was deemed essential and should be filled immediately. City Council Members stated that the annual budget is fixed and will not increase by adding this position. They also agreed on the necessity of additional staff for the department. Motion carried 7-0.

20. Civil Service Certified Lists - Firefighter-Paramedic / Firefighter-EMT and Police Officer: Civil Service Commission submitted the certified lists for the positions of Firefighter-Paramedic / Firefighter-EMT and Police Officer. Upon motion the documents were received, filed, and made a Matter of Record.

January 17, 2025

Honorable Mayor and
Members of the City Council

In accordance with Chapter 400 of the Code of Iowa, an examination for the position of Firefighter-Paramedic / Firefighter-EMT was administered virtually (via@hometesting) on December 3, 2024, and in-person on December 2 and December 7, 2024. We hereby certify that the individuals listed below have passed this examination and the vacancy for this position should be made from this list and that this list is good for twelve (12) months from the above date.

Firefighter-Paramedic / Firefighter-EMT

1. Daniel Turnis, 2. Carter Balentine, 3. Alexander Potter, 4. Dakota Scott, 5. Luke Bradley, 6. Calvin Stephens, 7. Alec Lynch, 8. Aaron Bueltel, 9. Logan Salow

Respectfully submitted,
Civil Service Commissioner

January 17, 2025

Honorable Mayor and
Members of the City Council

In accordance with Chapter 400 of the Code of Iowa, a written examination for the position of Police Officer was administered on December 13, 2024. We, The Civil Service Commission, hereby certify that the individuals listed below have passed this written examination or are using a valid transfer score and any vacancies for the position of Police Officer should be filled from this list and that this list is good through March 12, 2025.

Police Officer

1. Dave Weis – Transfer Score, 2. Theodore Kruse, 3. Christopher Chase, 4. Sebastian Fox – Transfer Score, 5. Brice Fundell, 6. Dalton Puccio, 7. Melissa Seaman – Transfer Score, 8. Derick Sweney, 9. Marcus Leitzen - Transfer Score, 10. Drake Wedel, 11. Daniel Brimmer - Transfer Score, 12. Kenneth Schrader – Transfer Score, 13. David DeMarais, 14. Colton Bach – Transfer Score, 15. Camerin McClain, 16. Nicholas Smith, 17. Carson Vaske, 18. Joseph Kimball, 19. Andres Sanchez, 20. Braden Wink – Transfer Score, 21. Alyssa Barrantes, 22. Ella Link – Transfer Score, 23. Jared Ostwinkle – Transfer Score 24. Alex Ward, 25. Richard Kalpinski – Transfer Score, 26. Steven Jonas, 27. Andrew Weber, 28. Jaycob Thompson – Transfer Score, 29. John Michel

Respectfully Submitted,
Civil Service Commissioner

21. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 20-25 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

**RESOLUTION NO. 20-25**
**APPROVING APPLICATIONS FOR RETAIL ALCOHOL LICENSES, AS REQUIRED BY CITY OF DUBUQUE CODE OF ORDINANCES TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 2 LIQUOR CONTROL, ARTICLE B LIQUOR, BEER AND WINE LICENSES AND PERMITS**

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 the applicants have filed the proper fees and bonds and 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:

Business Name, Address
AMC Theatres, 2835 NW Arterial
Baymont Inn & Suites, 4025 McDonald Dr.
Dubuque Religious Center, 923 Main St.
El Paisano, 1543 Central Ave.
Fuji Asian Buffet, 806 Wacker Dr. Ste 128
Gin Rickeys, 1447 Central Ave.
Hy-Vee Clubroom, 400 S Locust St.
Mario's Italian Restaurant and Lounge, 1298 Main St.

RMN Lounge LLC, 481 Locust St.
Steeple Square, 101 East 15th St.
Steve's Ace Home & Garden, 3350 JFK Rd.

Passed, approved, and adopted this 21st day of January 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**ITEMS SET FOR PUBLIC HEARING**

Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearing as indicated. Seconded by Sprank. Motion carried 7-0.

1. ImOn Ice Arena Dehumidification System Upgrade Project - Initiate Public Bidding Process and Setting Date for a Public Hearing Project No. 2849900004: Upon motion the documents were received and filed and Resolution No. 21-25 ImOn Ice Arena Dehumidification System Upgrade Project: Preliminary Approval of Plans, Specifications, Form of Contract, and Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost; and Ordering the advertisement for bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on February 3, 2025 in the Historic Federal Building.

**RESOLUTION NO. 21-25**
**IMON ICE ARENA DEHUMIDIFICATION SYSTEM UPGRADE 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**

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 ImOn Ice Arena Dehumidification System Upgrade Project in the estimated amount of $1,265,800.00, are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

A public hearing will be held on the 3rd day of February, 2025, at 6:30 p.m. in the Historic Federal Building Council Chambers 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the attached notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

The ImOn Ice Arena Dehumidification System Upgrade 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 pm on the 20th day of February, 2025. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 3rd day of March 2025, in the Historic Federal Building Council Chambers (and/or by virtual means), 350 West 6th Street, Dubuque, Iowa.

Passed, approved and adopted this 21st day of January 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**BOARDS/COMMISSIONS**

Appointments were made to the following boards/commissions.

1. Building Code Advisory and Appeals Board: One, 3-Year term through January 1, 2027 (Vacant Multidisciplinary Rep. term of Schoenhard). Applicant: Michael Shimkus, 4917 Twilight Dr. (Qualifies for Multidisciplinary Rep.). Motion by Roussell to appoint Shimkus to the term. Seconded by Wethal. Motion carried 7-0.

2. Community Development Advisory Commission: One, 3-Year term through February 15, 2027 (Vacant Low/Moderate Income Rep. term of Hammel Jr.) and One, 3-Year term through February 15, 2028 (Expiring At-Large term of Boles). Applicants: Dean Boles, 1715 Geraldine Dr. (Qualifies for At-Large); Dale L. Campbell Jr., 210 Jones St. (Qualifies for At-Large and Low/Moderate Income Rep.). Motion by Jones to appoint Campbell to the Low/Moderate Income Rep. term. Seconded by Resnick. Motion carried 7-0. Motion by Jones to appoint Boles to the At-Large term. Seconded by Resnick. Motion carried 7-0.

3. Equity and Human Rights Commission: Two, 3-Year terms through January 1, 2028 (Expiring terms of Baumhover and Freiburger). Applicants: Rick Baumhover, 601 Garfield Ave.; Michaela Freiburger, 1718 Diane Ct.; Traci Phillipson, 2120 Rhomberg Ave. Upon roll call vote, Baumhover and Freiburger were appointed to the terms. Baumhover received all 7 votes from the City Council. Phillipson received 1 vote (Resnick), and Freiburger received the remaining 6 votes for the other term.

**PUBLIC HEARINGS**

1. Central Avenue and White Street Corridor Traffic Study Summary Report Public Hearing: Motion by Sprank to receive and file the documents and adopt Resolution No. 22-25 Approval of The Central Avenue and White Street Corridor Traffic Study Summary Report. Seconded by Wethal. A video summary of the Multi-Modal Alternative as the selected alternate for Central Avenue and White Street was shown. City Council Members commended the video and expressed enthusiasm for the future amenities in the corridor. Van Milligen confirmed that the City Council will need to allocate funding for each component of the master plan. Additionally, they will approve the plans and specifications for the projects that will carry out the plan, which will require public hearings. Motion carried 7-0.

**RESOLUTION NO. 22-25**
**APPROVAL OF THE CENTRAL AVENUE AND WHITE STREET CORRIDOR TRAFFIC STUDY SUMMARY REPORT**

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

Section 1. The adoption of the Multi-Modal Alternative as the selected alternate which will function as a guide and the City's long term master plan for the redevelopment and revitalization of the Central Avenue and the White Street corridors.

Section 2. That the Central Avenue and White Street Corridor Traffic Study Summary Report is hereby approved.

Passed, adopted and approved this the 21st day of January 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

2. Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) Public Hearing: Motion by Roussell to receive and file the documents and adopt Resolution No. 23-25 Approval of Plans, Specifications, Form of Contract, And Estimated Cost for the Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin). Seconded by Jones. City Council Members expressed their enthusiasm for the project. Motion carried 7-0.

**RESOLUTION NO. 23-25**
**APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR THE DUBUQUE GATE & PUMP STATION FLOOD MITIGATION (16TH ST DETENTION BASIN)**

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 Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) in the estimated amount $25,400,000.00, are hereby approved.

Passed, approved, and adopted this 21st day of January 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**ACTION ITEMS**

1. Grand River Center Presentation of FY 2024 Annual Report: Motion by Farber to receive and file the documents and hear the presentation. Seconded by Wethal. OVG 360 Grand River Center General Manager Ryan Bonifas made a presentation on the Fiscal Year 2024 Annual Report. City Council Members praised OVG 360's initiatives for the center. In response to questions, Bonifas summarized the areas' competitors and highlighted the importance of local air service and hotel expansion. Motion carried 7-0.

2. Proceedings to Complete Action on the Issuance of $26,221,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Old Mill Rd. Lift Station and Force Main Project – Phase I: Motion by Roussell to receive and file the documents and adopt Resolution No. 24-25 Series Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance of $26,221,000 Sewer Revenue Bonds, Series 2025 and other documents related to the Series 2025 Bonds, and amending certain provisions. Seconded by Jones. Motion carried 7-0.

**RESOLUTION NO. 24-25**
**SERIES RESOLUTION AUTHORIZING AND APPROVING A LOAN AND DISBURSEMENT AGREEMENT AND PROVIDING FOR THE ISSUANCE OF $26,221,000 SEWER REVENUE BONDS, SERIES 2025 AND OTHER DOCUMENTS RELATED TO THE SERIES 2025 BONDS, AND AMENDING CERTAIN PROVISIONS**

Whereas, the City of Dubuque (the "City" and sometimes hereinafter referred to as the "Issuer"), in Dubuque County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the "System") in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

Whereas, the management and control of the System are vested in the City Council (the "Council") and no board of trustees exists for this purpose; and

Whereas, the City heretofore proposed to contract indebtedness and enter into a certain Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed $27,000,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing, and constructing improvements and extensions to the System (the "Project"), and has published notice of the proposed action and has held a hearing thereon on October 21, 2024; and

Whereas, the City proposes to issue Sewer Revenue Bonds, Series 2025 (the "Series 2025 Bonds") to the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa, as lender (the "Lender"), in order to pay the costs of the Project; and

Whereas, the City is authorized and empowered by Chapter 384 of the Code of Iowa (the "Act") to borrow money for the System, and the City Council has adopted a master resolution (the "Master Resolution") on December 15, 2008, authorizing the issuance from time to time of Senior Bonds, including Senior SRF Bonds (each as defined in the Master Resolution); and

Whereas, Section 8.3 of the Master Resolution authorizes the Council to adopt a Series Resolution (as defined in the Master Resolution) to provide for the issuance of Senior Bonds, and this Series Resolution constitutes a Series Resolution under the Master Resolution; and

Whereas, for the purposes of this issuance, the Series 2025 Bonds shall be deemed to be Senior SRF Bonds; and

Whereas, the obligations of the Issuer under the Series 2025 Bonds and the Agreement shall be payable solely and only from the Net Revenues of the System and certain funds and accounts created and pledged under this Series Resolution and the Master Resolution; and

Whereas, it is necessary at this time for the City Council to approve the Agreement with the Lender and to issue the Series 2025 Bonds in evidence thereof in the principal amount of $26,221,000.

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

Section 1. Definitions. Terms used herein and not defined herein shall have the meaning given to them in this Series Resolution and the Master Resolution unless the text expressly or by necessary implication requires otherwise:

"Bonds" or "Series 2025 Bonds" means the $26,221,000 Sewer Revenue Bonds, Series 2025, in one or more series.

"Closing Date" shall mean the date of delivery of the Series 2025 Bonds, anticipated to be February 7, 2025, with any final changes to such date set forth in the Agreement.

"Loan" shall mean the loan made pursuant to the Agreement and evidenced by the Series 2025 Bonds.

"Agreement" means the Loan and Disbursement Agreement between the Issuer and the Lender related to the Series 2025 Bonds.

"Senior Bond Issuance Documents" means a Supplemental Resolution, Obligation Issuance Documents, indenture or other document, as the case may be, authorizing and issuing a series of Senior Bonds, including Senior SRF Bonds.

"Series 2013 Notes" shall mean the Issuer's outstanding Sewer Revenue Capital Loan Notes, Series 2013, dated April 19, 2013, and Sewer Revenue Capital Loan Notes, Series 2013B, dated May 20, 2013.

"Series 2013 Note Resolutions" shall mean the resolutions authorizing the issuance of the Series 2013 Notes, which shall be recognized as Series Resolutions.

"Paying Agent" shall mean the City Treasurer, or such successor as may be approved by the Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Series 2025 Bonds. Unless otherwise specified, the Registrar shall also act as the Paying Agent for the Series 2025 Bonds.

"Series 2025 Sinking Fund" means the fund by that name created pursuant to Section 14 hereof.

"Series Resolution" or "Resolution" means this resolution.

Section 2. Loan Authorization; Authorization for Execution and Delivery of Documents. Following the adoption of this Series Resolution and pursuant to Chapter 384 of the Code of Iowa, the City Council is hereby authorized to execute and deliver the Agreement with the Lender in the form which has been placed on file with the Council providing for a Loan in the

aggregate principal amount of $26,221,000 for the purpose or purposes set forth in the preamble hereof. The Mayor and City Clerk are hereby authorized to execute and deliver the Agreement on behalf of the Issuer in the form presented to the Council, with final terms as determined by the Council and the Lender.

The Mayor, City Clerk and City Treasurer are each authorized to execute and deliver the Series 2025 Bonds, any and all agreements, documents and instruments required related to the issuance of the Series 2025 Bonds and to carry out the purposes set forth in this Series Resolution, including but not limited to any tax certificates, closing certificates and purchase agreements.

Section 3. Appointment of Registrar/Paying Agent. The City Treasurer is hereby designated as the Registrar and Paying Agent for the Series 2025 Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent" in such capacities.

Section 4. Source of Payment of the Series 2025 Bonds. The Series 2025 Bonds, when issued, will be Senior SRF Bonds under the Master Resolution and shall be payable solely from the Net Revenues of the System, and certain funds and accounts created and pledged under this Series Resolution and the Master Resolution.

Section 5. Series 2025 Bonds Details; Form of Series 2025 Bonds. The Series 2025 Bonds are hereby authorized to be issued in evidence of the obligation of the Issuer under the Agreement, in the aggregate principal amount of $26,221,000, to be dated the Closing Date, and bearing interest from the date of each advancement made at the rate of 2.54% per annum (or at such lower rate as agreed upon by the Lender and set forth in the Series 2025 Bonds and the Agreement) until payment thereof, as set forth in Exhibit A attached to the Agreement. To the extent that the Lender determines a lower rate of interest is available for the Series 2025 Bonds after the adoption of this Series Resolution, the Mayor and City Clerk, with advice from bond counsel and/or a municipal financial advisor, are hereby authorized to: (i) make such changes to the Agreement, the Series 2025 Bonds and any related transactional documents as are necessary to give effect to the lower rate of interest without modification to the principal installment schedule contemplated herein; and (ii) to execute and deliver such modified documents on behalf of the Issuer.

The Series 2025 Bonds may be in the denominations of $1,000 each or any integral multiple thereof and, at the request of the Lender, shall be initially issued as a single bond in the denomination of $26,221,000 and numbered R-1.

The Series 2025 Bonds are subject to optional redemption by the Issuer at a price of par plus accrued interest (i) on any date with the prior written consent of the Lender, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Series 2025 Bonds by the Issuer may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days' notice of redemption by facsimile, e-mail, certified or registered mail to the Lender (or any other registered owner of the Series 2025 Bonds). The Series 2025 Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

Accrued interest on the Series 2025 Bonds shall be payable semiannually on the first day of June and December in each year, commencing June 1, 2025. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Series 2025 Bonds shall be made to the registered owners appearing on the registration books of the Issuer at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Series 2025 Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Bond or Bonds at the office of the Paying Agent.

The Series 2025 Bonds shall be executed on behalf of the Issuer with the official manual or facsimile signature of the Mayor and attested by the official manual or facsimile signature of the City Clerk, and shall be fully registered bonds without interest coupons. The issuance of the Series 2025 Bonds shall be recorded in the office of the City Treasurer, and the certificate on the back of each Series 2025 Bond shall be executed with the official manual or facsimile signature of the City Treasurer. In case any officer whose signature or the facsimile of whose signature appears on the Series 2025 Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

If applicable pursuant to the Agreement, in addition to the payment of principal of and interest on the Series 2025 Bonds, the Issuer also agrees to pay the Initiation Fee and the Servicing Fee (defined in the Agreement) in accordance with the terms of the Agreement.

The Series 2025 Bonds shall be in substantially the form [provided] as Exhibit A hereto.

Section 6. Registration of Series 2025 Bonds; Designation of Registrar; Transfer; Ownership; Delivery; and Cancellation. The provisions of Section 2.4 of the Master Resolution, which contains covenants relating to the registration, transfer, delivery, and cancellation of Bonds, are hereby ratified and confirmed with respect to the Series 2025 Bonds.

Section 7. Reissuance of Mutilated, Destroyed, Stolen or Lost Bond. The provisions of Section 2.5 of the Master Resolution, contains covenants relating to the reissuance of mutilated, destroyed, stolen, or lost Bonds, are hereby ratified and confirmed with respect to the Series 2025 Bonds.

Section 8. Application of Loan Proceeds. The loan proceeds to be received under the Agreement (the "Loan Proceeds") shall be held by the Lender and disbursed for costs of the Project, as referred to in the preamble hereof. The Issuer shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Code (as defined in the Master Resolution).

Section 9. Ratification of Master Resolution. All provisions of the Master Resolution are hereby ratified and confirmed and are incorporated herein and certain provisions thereof are modified as applicable to the Series 2025 Bonds as provided herein.

Section 10. Rates and Charges; Independent Consultant. There have heretofore been established as required by law, just and equitable fees, rates and charges for the use of the services rendered by the System. As provided in Section 7.1 of the Master Resolution, so long as the Series 2025 Bonds are outstanding and unpaid, the Net Revenues of the System shall be sufficient in each Fiscal Year to (i) provide for 100% of the Maintenance Expenses of the System, (ii) equal at least 110% of the Debt Service Requirement, (iii) enable the Issuer to make all required payments, if any, into the Debt Service Reserve Fund, the Subordinate Bond Fund (if any), and the Rebate Fund, (iv) enable the Issuer to accumulate an amount which, in the judgement of the Council, is adequate to meet the costs of major renewals, replacements, repairs, additions, betterments, and improvements to the System, necessary to keep the same in good operating condition or as required by any governmental agency having jurisdiction over the System, and (v) remedy all deficiencies in required payments into any of the funds and accounts established under the Master Resolution or any Series Resolution.

Section 11. Equality of Lien on Net Revenues. As provided in the Master Resolution, the timely payment of principal of and interest on the outstanding Series 2025 Bonds shall be secured equally and ratably with other Senior Bonds by the Net Revenues of the System without priority by reason of number or time of sale or delivery.

Section 12. Establishment of Funds; Series 2025 Bond Sinking Fund; Debt Service Reserve Fund. The provisions of Article 6 of the Master Resolution, which provide for the establishment of the Revenue Fund, the Operation and Maintenance Fund, the Bond Principal and Interest Fund (the "Sinking Fund"), the Debt Service Reserve Fund, the Subordinate Bond Fund, the Surplus Fund, and the Rebate Fund, are hereby ratified and confirmed.

Series 2025 Bond Sinking Fund. From and after the issuance of the Series 2025 Bonds and as long as the Series 2025 Bonds are outstanding, the Issuer shall establish and maintain a separate fund to be known as the Series 2025 Bond Sinking Fund. The Issuer shall transfer amounts on deposit in the Revenue Fund into the Series 2025 Bond Sinking Fund for the payment of interest and principal of the Series 2025 Bonds, on the 1st day of each month commencing on the 1st day of the month immediately succeeding the date of issuance and delivery of any of the Series 2025 Bonds in equal monthly amounts which, together with other monthly amounts made pursuant hereto, will be sufficient to pay principal of and interest on the Series 2025 Bonds due on the next succeeding date which principal of and/or interest on such Series 2025 Bonds are due and payable. If for any reason the amount on deposit in the Series 2025 Bond Sinking Fund exceeds the required amount, the excess shall be forthwith withdrawn therefrom by the Issuer and deposited into the Revenue Fund. If for any reason the amount on deposit in the Series 2025 Bond Sinking Fund is less than the required amount, the deficit shall forthwith be made up by the Issuer from available funds on deposit in the Revenue Fund as provided in Section 6.5 of the Master Resolution.

Money in the Series 2025 Bond Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Series 2025 Bonds as the same may become due and payable.

Debt Service Reserve Fund. The provisions of Section 6.6 of the Master Resolution with respect to the Debt Service Reserve Fund are hereby recognized. The Series 2025 Bonds shall be issued as Senior SRF Bonds, and the Issuer shall not be required to make any payments into the Debt Service Reserve Fund under the provisions of this Resolution.

The Series 2025 Bonds shall not be secured by or payable from amounts held in the Debt Service Reserve Fund, and the holders of the Series 2025 Bonds shall have no rights against the Debt Service Reserve Fund so long as any Senior Bonds secured by the Debt Service Reserve Fund remain outstanding.

Section 13. Investment of Funds. Section 6.11 of the Master Resolution contains covenants relating to the investment of funds.

All income derived from such investments shall be credited to the fund from which such investments were made. Such investments shall at any time necessary be liquidated and the proceeds thereof applied to the purpose for which the respective fund was created.

Section 14. Amendment to Section 8.3 of the Master Resolution; Amendment to Section 21 of the Series 2013 Note Resolutions: Restrictions on the Incurrence of Senior Bonds. Section 8.3 of the Master Resolution and Section 21 of the Series 2013 Note Resolutions are hereby permanently amended, with the consent of the Iowa Finance Authority, the sole owner and holder of all of the outstanding Sewer Revenue indebtedness of the Issuer, to read as follows:

> Bonds (including refunding Bonds which do not meet the requirements of Section 8.2) may also be issued on a parity with the Senior Bonds pursuant to a Series Resolution, and the Bonds so issued shall constitute Senior Bonds. Any Senior Bonds shall not be entitled to priority or preference one over the other in the application of the Net Revenues of the System, regardless of the time or times of the issuance of such Senior Bonds, it being the intention of the Issuer that there shall be no priority among the Senior Bonds, regardless of the fact that they may have been actually issued and delivered at different times. The Issuer hereby reserves the right and privilege of issuing Senior Bonds without restriction.

Section 15. Covenants Regarding Operation of the System. Section 7.2 of the Master Resolution contains covenants relating to operation of the System.

Section 16. Events of Default; Remedies The provisions of Article 10 of the Master Resolution, which contain covenants relating to events of default and remedies, are hereby ratified and confirmed with respect to the Series 2025 Bonds.

Section 17. Additional Covenants, Representations and Warranties of the Issuer; Disposition of Proceeds. The Issuer certifies and covenants that the Issuer through its officers, will (a) make such further specific covenants, representations and assurances as may be necessary or advisable; (b) file such forms, statements and supporting documents as may be required and in a timely manner; (c) if deemed necessary or advisable by its officers, employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance; and (d) it is the intention of the Issuer that interest on the Series 2025 Bonds be and remain excluded from gross income for federal income tax purposes pursuant to the appropriate provisions of the Code. In furtherance thereof the Issuer covenants to comply with the provisions of the Code as they may from time to time be in effect or amended and further covenants to comply with applicable future laws, regulations, published rulings and court decisions as may be necessary to ensure that the interest on the Series 2025 Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the Issuer and the System are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

Section 18. Discharge and Satisfaction of Series 2025 Bonds. The provisions of Section 9.1 of the Master Resolution, which contains covenants relating to the discharge and satisfaction of Bonds, are hereby ratified and confirmed with respect to the Series 2025 Bonds.

Section 19. Resolution a Contract. The provisions of this Series Resolution shall constitute a contract among the Issuer and the owners of the Series 2025 Bonds, and after the issuance of the Series 2025 Bonds, no change, variation or alteration of any kind in the provisions of this Series Resolution shall be made in any manner, except as provided in Section 22 or Section 23 hereof, until such time as the Series 2025 Bonds, and interest due thereon, shall have been satisfied and discharged as provided in this Series Resolution.

Section 20. Modification of Resolution Not Requiring the Consent of Owners of Series 2025 Bonds. The provisions of Section 7.2 of the Master Resolution, which contains covenants relating to amendment of the Resolution without consent of the holders of the Series 2025 Bonds, are hereby ratified and confirmed with respect to the Series 2025 Bonds.

Section 21. Modification of Series Resolution Requiring Consent of Owners of Series 2025 Bonds. The provisions of Section 7.3 of the Master Resolution, which contains covenants relating to amendment of the Resolution with the consent of the holders of the Series 2025 Bonds, are hereby ratified and confirmed with respect to the Series 2025 Bonds.

Section 22. Conflicting Provisions. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 23. Effective Date. This Series Resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Section 24. Severability. If any section, paragraph, or provision of this Series Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

Passed, approved, and adopted this 21st day of January 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

3. Proceedings to Direct Advertisement for Sale of $6,500,000 Tax Exempt General Obligation Bonds, Series 2025A, $8,500,000 Taxable General Obligation Bonds, Series 2025B, $9,250,000 Taxable General Obligation Urban Renewal Bonds, Series 2025C, Approval of the Preliminary Official Statements, and Approval of Electronic Bidding Procedures: Motion by Jones to receive and file the documents and adopt Resolution No. 25-25 Setting the date for the sale of General Obligation Corporate Purpose Bonds, Series 2025A and authorizing the use of a Preliminary Official Statement in connection therewith; Resolution No. 26-25 Setting the date for the sale of Taxable General Obligation Corporate Purpose Bonds, Series 2025B and authorizing the use of a Preliminary Official Statement in connection therewith; and Resolution No. 27-25 Setting the date for the sale of Taxable General Obligation Urban Renewal Bonds, Series 2025C and authorizing the use of a Preliminary Official Statement in connection therewith. Seconded by Farber. In response to questions, Van Milligen summarized the work of the city's municipal advisor throughout this process. Chief Financial Officer Jennifer Larson stated the bonds will mature in 20 years. Motion carried 7-0.

**RESOLUTION NO. 25-25**

**RESOLUTION SETTING THE DATE FOR THE SALE OF GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2025A AND AUTHORIZING THE USE OF A PRELIMINARY OFFICIAL STATEMENT IN CONNECTION THEREWITH**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, heretofore proposed to enter into a loan agreement (the "Essential Purpose Loan Agreement") pursuant to the provisions of Section 384.24A of the Code of Iowa and to borrow money thereunder in a principal amount not to exceed $6,190,000 for the purpose of paying the costs, to that extent, of (a) acquiring ambulances, fire protection vehicles, a fire protection boat, EMS equipment and fire safety radios and equipment; (b) acquiring solid waste collection vehicles and equipment; (c) undertaking improvements to the municipal airport; and (d) undertaking demolition/deconstruction of a dangerous and dilapidated property, and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on January 6, 2025; and

Whereas, the City also proposed to enter into a loan agreement (the "Exterior and Office Renovations Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $890,000 for the purpose of paying the costs, to that extent, of (a) acquiring and installing fire station generators; (b) undertaking fire station roof replacement and repairs; (c) undertaking fire station tuck pointing and related exterior repairs; and (d) undertaking fire department administrative office renovations, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Exterior and Office Renovations Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposed to enter into a loan agreement (the "Bunk Room and Systems Improvements Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $910,000 for the purpose of paying the costs, to that extent, of (a) undertaking fire station bunk room renovations; (b) undertaking fire station mechanical and electrical systems improvements; and (c) undertaking fire station HVAC replacement, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Bunk Room and Systems Improvements Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposed to enter into a loan agreement (the "Fire Station Improvements Loan Agreement," and together with the Exterior and Office Renovations Loan Agreement and the Bunk Room and Systems Improvements Loan Agreement, the "General Purpose Loan Agreements"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $910,000 for the purpose of paying the costs, to that extent,

of (a) undertaking fire station facilities improvements; and (b) undertaking improvements to the fire department burn tower training facility, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Fire Station Improvements Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposes to enter into a loan agreement (the "Ice Arena Loan Agreement"), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $1,185,000 for the purpose of undertaking the Ice Arena Dehumidification Project, an authorized urban renewal project of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Ice Arena Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposed to enter into a loan agreement (the "Parking System Loan Agreement"), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $4,045,000 for the purpose of undertaking the Smart Parking System Enhancement Project and the Parking Ramp Major Maintenance Project, authorized urban renewal projects of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Parking System Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposed to enter into a loan agreement (the "Federal Building Loan Agreement" and together with Ice Arena Loan Agreement and the Parking System Loan Agreement, the "Urban Renewal Loan Agreements"), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $870,000 for the purpose of undertaking the Federal Building Renovation Project and the Central Avenue Streetscape Improvements Project, authorized urban renewal projects of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Federal Building Loan Agreement be submitted to the registered voters of the City; and

Whereas, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City combined its authority under the Urban Renewal Loan Agreements, the Essential Purpose Loan Agreement and the General Purpose Loan Agreements into a single loan agreement (the "Loan Agreement"); and

Whereas, the City has determined to split its authority under the Loan Agreement and to enter into a tax-exempt loan agreement (the "Tax Exempt Series 2025A Loan Agreement") and a taxable loan agreement; and

Whereas, the City intends to issue General Obligation Corporate Purpose Bonds, Series 2025A (the "Tax Exempt Series 2025A Bonds") in evidence of its obligations under the Tax-Exempt Series 2025A Loan Agreement; and

Whereas, a Preliminary Official Statement (the "P.O.S.") has been prepared by Dorsey & Whitney LLP (the "Disclosure Counsel") as bond and disclosure counsel to the City to facilitate the sale of the Tax Exempt Series 2025A Bonds, and the City has made provision for the approval of the P.O.S. and has authorized its use by Independent Public Advisors, LLC, as municipal advisor to the City; and

Whereas, it is now necessary to set the date for the sale of the Tax-Exempt Series 2025A Bonds and to make provision for the advertisement thereof.

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

Section 1. The City Staff are hereby authorized to take such action as shall be deemed necessary and appropriate, with the assistance of Dorsey & Whitney LLP (the "Disclosure Counsel"), as bond and disclosure counsel to the City, and the Municipal Advisor, to prepare the P.O.S. describing the Tax Exempt Series 2025A Bonds and providing for the terms and conditions of their sale, and all action heretofore taken in this regard is hereby ratified and approved.

Section 2. The use by the Municipal Advisor of the P.O.S. relating to the Tax Exempt Series 2025A Bonds in substantially the form as has been presented to and considered by the City Council is hereby approved, and the Municipal Advisor, together with Disclosure Counsel, are hereby authorized to prepare and use a final Official Statement for the Tax Exempt Series 2025A Bonds substantially in the form of the P.O.S. but with such changes therein as are required to conform the same to the terms of the Tax Exempt Series 2025A Bonds and the resolution, when adopted, providing for the sale and issuance of the Tax Exempt Series 2025A Bonds, and the Chief Financial Officer is hereby authorized and directed to execute a final Official Statement for the Tax Exempt Series 2025A Bonds, if requested. The P.O.S. as of its date is deemed final by the City within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 3. Sealed bids for the purchase of the Tax Exempt Series 2025A Bonds shall be received and canvassed on behalf of the City until 10:00 a.m. on February 3, 2025, at the Historical Federal Building, 350 West 6th Street, in the City, and the City Council shall meet at the same place, on the same date, at 6:30 p.m., for the purpose of considering such bids received and considering and passing a resolution providing for the award of the Tax Exempt Series 2025A Bonds, and the Municipal Advisor is hereby authorized and directed to disseminate the notice of said sale, in compliance with the Internal Revenue Service regulations governing "Issue Price" determinations, such notice to minimally contain information regarding Establishment of Issue Price set forth in the "Terms of Offering" attached to the P.O.S. and to be in such form as the Municipal Advisor may deem to be appropriate.

Section 4. Pursuant to Section 75.14 of the Code of Iowa, the City Council hereby authorizes the use of electronic bidding procedures for the sale of the Tax Exempt Series 2025A Bonds through PARITY®, and hereby finds and determines that the PARITY® competitive bidding system will provide reasonable security and maintain the integrity of the competitive bidding process and will facilitate the delivery of bids by interested parties under the circumstances of this bond sale.

Section 5. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed, approved, and adopted this 21st day of January 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. 26-25**

**RESOLUTION SETTING THE DATE FOR THE SALE OF TAXABLE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2025B AND AUTHORIZING THE USE OF A PRELIMINARY OFFICIAL STATEMENT IN CONNECTION THEREWITH**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, heretofore proposed to enter into a loan agreement (the "Essential Purpose Loan Agreement") pursuant to the provisions of Section 384.24A of the Code of Iowa and to borrow money thereunder in a principal amount not to exceed $6,190,000 for the purpose of paying the costs, to that extent, of (a) acquiring ambulances, fire protection vehicles, a fire protection boat, EMS equipment and fire safety radios and equipment; (b) acquiring solid waste collection vehicles and equipment; (c) undertaking improvements to the municipal airport; and (d) undertaking demolition/deconstruction of a dangerous and dilapidated property, and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on January 6, 2025; and

Whereas, the City also proposed to enter into a loan agreement (the "Exterior and Office Renovations Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $890,000 for the purpose of paying the costs, to that extent, of (a) acquiring and installing fire station generators; (b) undertaking fire station roof replacement and repairs; (c) undertaking fire station tuck pointing and related exterior repairs; and (d) undertaking fire department administrative office renovations, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Exterior and Office Renovations Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposed to enter into a loan agreement (the "Bunk Room and Systems Improvements Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $910,000 for the purpose of paying the costs, to that extent, of (a) undertaking fire station bunk room renovations; (b) undertaking fire station mechanical and electrical systems improvements; and (c) undertaking fire station HVAC replacement, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including

notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Bunk Room and Systems Improvements Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposed to enter into a loan agreement (the "Fire Station Improvements Loan Agreement," and together with the Exterior and Office Renovations Loan Agreement and the Bunk Room and Systems Improvements Loan Agreement, the "General Purpose Loan Agreements"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $910,000 for the purpose of paying the costs, to that extent, of (a) undertaking fire station facilities improvements; and (b) undertaking improvements to the fire department burn tower training facility, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Fire Station Improvements Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposes to enter into a loan agreement (the "Ice Arena Loan Agreement"), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $1,185,000 for the purpose of undertaking the Ice Arena Dehumidification Project, an authorized urban renewal project of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Ice Arena Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposed to enter into a loan agreement (the "Parking System Loan Agreement"), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $4,045,000 for the purpose of undertaking the Smart Parking System Enhancement Project and the Parking Ramp Major Maintenance Project, authorized urban renewal projects of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Parking System Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposed to enter into a loan agreement (the "Federal Building Loan Agreement" and together with Ice Arena Loan Agreement and the Parking System Loan Agreement, the "Urban Renewal Loan Agreements"), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $870,000 for the purpose of undertaking the Federal Building Renovation Project and the Central Avenue Streetscape Improvements Project, authorized urban renewal projects of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Federal Building Loan Agreement be submitted to the registered voters of the City; and

Whereas, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City combined its authority under the Urban Renewal Loan Agreements, the Essential Purpose Loan Agreement and the General Purpose Loan Agreements into a single loan agreement (the "Loan Agreement"); and

Whereas, the City has determined to split its authority under the Loan Agreement and to enter into a tax-exempt loan agreement and a taxable loan agreement, (the "Taxable Series 2025B Loan Agreement"); and

Whereas, the City intends to issue Taxable General Obligation Corporate Purpose Bonds, Series 2025B (the "Taxable Series 2025B Bonds") in evidence of its obligations under the Taxable Series 2025B Loan Agreement; and

Whereas, a Preliminary Official Statement (the "P.O.S.") has been prepared to facilitate the sale of the Taxable Series 2025B Bonds to be issued in evidence of the obligation of the City under the Taxable Series 2025B Loan Agreement, and it is now necessary to make provision for the approval of the P.O.S. and to authorize its use by Independent Public Advisors, LLC, as municipal financial advisor (the "Municipal Advisor") to the City; and

Whereas, it is now necessary to set the date for the sale of the Taxable Series 2025B Bonds and to make provision for the advertisement thereof.

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

Section 1. The City Staff are hereby authorized to take such action as shall be deemed necessary and appropriate, with the assistance of Dorsey & Whitney LLP (the "Disclosure Counsel"), as bond and disclosure counsel to the City, and the Municipal Advisor, to prepare the P.O.S. describing the Taxable Series 2025B Bonds and providing for the terms and conditions of their sale, and all action heretofore taken in this regard is hereby ratified and approved.

Section 2. The use by the Municipal Advisor of the P.O.S. relating to the Taxable Series 2025B Bonds in substantially the form as has been presented to and considered by the City Council is hereby approved, and the Municipal Advisor, together with Disclosure Counsel, are hereby authorized to prepare and use a final Official Statement for the Taxable Series 2025B Bonds substantially in the form of the P.O.S. but with such changes therein as are required to conform the same to the terms of the Taxable Series 2025B Bonds and the resolution, when adopted, providing for the sale and issuance of the Taxable Series 2025B Bonds, and the Chief Financial Officer is hereby authorized and directed to execute a final Official Statement for the Taxable Series 2025B Bonds, if requested. The P.O.S. as of its date is deemed final by the City within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 3. Sealed bids for the purchase of the Taxable Series 2025B Bonds shall be received and canvassed on behalf of the City until 10:00 a.m. on February 3, 2025, at the Historical Federal Building, 350 West 6th Street, in the City, and the City Council shall meet at the same place, on the same date, at 6:30 p.m., for the purpose of considering such bids received and considering and passing a resolution providing for the award of the Taxable Series 2025B Bonds, and the Municipal Advisor is hereby authorized and directed to disseminate the notice of said sale, in compliance with the Internal Revenue Service regulations governing "Issue Price" determinations, such notice to minimally contain information regarding Establishment of Issue Price set forth in the "Terms of Offering" attached to the P.O.S. and to be in such form as the Municipal Advisor may deem to be appropriate.

Section 4. Pursuant to Section 75.14 of the Code of Iowa, the City Council hereby authorizes the use of electronic bidding procedures for the sale of the Taxable Series 2025B Bonds through PARITY®, and hereby finds and determines that the PARITY® competitive bidding system will provide reasonable security and maintain the integrity of the competitive bidding process and will facilitate the delivery of bids by interested parties under the circumstances of this bond sale.

Section 5. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed, approved, and adopted this 21st day of January 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. 27-25**

**RESOLUTION SETTING THE DATE FOR THE SALE OF TAXABLE GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2025C AND AUTHORIZING THE USE OF A PRELIMINARY OFFICIAL STATEMENT IN CONNECTION THEREWITH**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, heretofore proposed to enter into a loan agreement (the "Amphitheater Loan Agreement"), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $9,250,000 for the purpose of undertaking the Iowa Amphitheater on Schmitt Island Project, an authorized urban renewal project of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Amphitheater Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City Council previously determined to enter into the Amphitheater Loan Agreement in the future and ordered that Taxable General Obligation Urban Renewal Bonds, Series 2025C (the "Taxable Series 2025C Bonds") be issued at such time, in evidence of the City's obligations thereunder; and

Whereas, a Preliminary Official Statement (the "P.O.S.") has been prepared to facilitate the sale of the Taxable Series 2025C Bonds to be issued in evidence of the obligation of the City under the Amphitheater Loan Agreement, and it is now necessary to make provision for the approval of the P.O.S. and to

authorize its use by Independent Public Advisors, LLC, as municipal financial advisor (the "Municipal Advisor") to the City; and

Whereas, it is now necessary to fix a date of meeting of the City Council to consider bids and take action for the sale and issuance of the Taxable Series 2025C Bonds and to give proper notice of such sale, as required by Chapter 75 of the Code of Iowa.

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

Section 1. The City Staff are hereby authorized to take such action as shall be deemed necessary and appropriate with the assistance of Dorsey & Whitney LLP, as the City's disclosure counsel (the "Disclosure Counsel") and the Municipal Advisor, to prepare the P.O.S. describing the Taxable Series 2025C Bonds and providing for the terms and conditions of their sale, and all action heretofore taken in this regard is hereby ratified and approved.

Section 2. The use by the Municipal Advisor of the P.O.S. in substantially the form as has been presented to and considered by the City Council is hereby approved, and the Municipal Advisor and Disclosure Counsel are hereby authorized to prepare and use a final Official Statement for the Taxable Series 2025C Bonds substantially in the form of the P.O.S. but with such changes therein as are required to conform the same to the terms of the Taxable Series 2025C Bonds and the resolution, when adopted, providing for the sale and issuance of the Taxable Series 2025C Bonds, and the Chief Financial Officer is hereby authorized and directed to execute a final Official Statement for the Taxable Series 2025C Bonds, if requested. The P.O.S. as of its date is deemed final by the City within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 3. Sealed bids for the purchase of the Taxable Series 2025C Bonds shall be received and canvassed on behalf of the City until 10:00 a.m. on February 3, 2025, at the City Hall in the City, and the City Council shall meet on the same date at 6:30 p.m., for the purpose of considering such bids received and considering and passing a resolution providing for the award of the Taxable Series 2025C Bonds, and the Municipal Advisor is hereby authorized and directed to disseminate the notice of said sale, in compliance with the Internal Revenue Service regulations governing "Issue Price" determinations. The City Clerk is hereby authorized and directed to disseminate the notice of said sale, such notice to be in substantially the following form, and also to be published at least once, not less than four (4) and not more than twenty (20) days before the February 3, 2025, sale date, in a newspaper of general circulation in Dubuque County:

Section 5. Pursuant to Section 75.14 of the Code of Iowa, the City Council hereby authorizes the use of electronic bidding procedures for the sale of the Taxable Series 2025C Bonds through PARITY®, and hereby finds and determines that the PARITY® competitive bidding system will provide reasonable security and maintain the integrity of the competitive bidding process and will facilitate the delivery of bids by interested parties under the circumstances of this bond sale.

Section 6. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed, approved, and adopted this 21st day of January 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

4. Historic Millwork District Outdoor Community Space Engagement, Design, and Construction Management Consultant Selection Approval and Authorization of Contract: Motion by Wethal to receive and file the documents and adopt Resolution No. 28-25 Authorizing the City Manager to Negotiate and Execute a Contract with Confluence for Historic Millwork District Outdoor Community Space Engagement, Design, and Construction Management. Seconded by Sprank. City Council Members expressed enthusiasm for the project. Motion carried 7-0.

**RESOLUTION NO. 28-25**
**AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH CONFLUENCE FOR HISTORIC MILLWORK DISTRICT OUTDOOR COMMUNITY SPACE ENGAGEMENT, DESIGN, AND CONSTRUCTION MANAGEMENT**

Whereas, the City of Dubuque has funds budgeted for the Historic Millwork District Outdoor Community Space; and

Whereas, the 2009 Historic Millwork District Master Plan identified a signature public open space to be built as a multi-use, flexible plaza and park; and

Whereas, the 2024 Historic Millwork District Master Plan Update identified this community space as a priority project and the top recommendation in the built environment category of the plan; and

Whereas, sealed proposals were reviewed and interviews conducted by the selection committee, and it has been determined that Confluence is selected as the recommended firm.

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

That the City Manager hereby is authorized and directed to negotiate and execute a contract with Confluence to undertake the Historic Millwork District Outdoor Community Space Engagement, Design, and Construction Management. The City Manager is also authorized to negotiate and execute a contract with Snyder & Associates in the event that a contract cannot be agreed upon with Confluence.

Passed, approved and adopted this 21st day of January 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Work Session Request: Travel Dubuque Annual Update: Motion by Roussell to receive and file the documents and schedule the work session for February 3, 2025, at 6:00 p.m. Seconded by Wethal. Motion carried 7-0

**COUNCIL MEMBER REPORTS**

Council Member Farber reported on a recently published Federal Communications Commission (FCC) Committee report on best practices to facilitate FCC programs.

Council Member Roussell reported on attending Greater Dubuque Development Corporation's (GDDC) day-long planning session, National Incident Management Training, and the Police Department's annual awards ceremony.

Council Member Jones also reported on the Police Department's awards ceremony, along with the recent departure of Dubuque Racing Association (DRA) President and CEO Alex Dixon, DRA's sports center presentation on Chaplain Schmitt Island, a soup luncheon fundraiser hosted by the Iowa Association of Women Police, and performing music at a Carnegie Stout Public Library event.

Mayor Cavanagh reported on the Iowa Special Olympics opening ceremony, the Dubuque Racing Association and GDDC events, and the U.S. Conference of Mayors meeting.

**CLOSED SESSION**

Motion by Jones to convene in closed session at 7:54 p.m. to discuss Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa. Seconded by Resnick. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 8:34 p.m. stating that staff had been given proper direction.

**ADJOURNMENT**

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:34 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 6:00 p.m. on February 3, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on Travel Dubuque's Annual Update.

**WORK SESSION**

Travel Dubuque Annual Update

Travel Dubuque President and CEO Keith Rahe provided the organization's annual presentation. In response to City Council's questions, Rahe emphasized the importance of hotels in supporting conferences and noted that creating an indoor sports facility would likely result in high demand.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:26 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS REGULAR SESSION OFFICIAL

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

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

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

**PLEDGE OF ALLEGIANCE**

**CONSENT ITEMS**

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

1. Minutes and Reports Submitted: City Council Proceedings of January 21, 2025; Airport Commission of October 22, 2024; Arts and Cultural Affairs Advisory Commission of October 22, 2024; Civil Service Commission of January 17, 2024; Historic Preservation Commission of November 21, 2024; Park and Recreation Commission of December 10, 2024; Zoning Board of Adjustment of December 19, 2024; Proof of Publication for City Council Proceedings of January 6, 2025. Upon motion the documents were received and filed.

2. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 29-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 29-25**
**AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

Whereas, Section 1-7-7(E) of the Municipal Code of the City of Dubuque provides that

the Finance Director-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 142-18 adopted May 7, 2018, 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.

Passed, approved, and adopted this 3rd day of February 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Letter of Interest: Community Foundation of Greater Dubuque Press Forward Infrastructure Grant: Upon motion the documents were received, filed, and approved.

4. Notification of Arts & Cultural Affairs Advisory Commission Grants Application Modification: Upon motion the documents were received, filed, and approved.

5. March/April 2025 City News Newsletter: Upon motion the documents were received and filed.

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

7. First Amendment to Development Agreement by and among the City of Dubuque, Iowa, SJR Properties, L.L.C., and Universal Tank Fabrication, Inc.: Upon motion the documents were received and filed, and Resolution No. 30-25 Approving the First Amendment to Development Agreement by and between the City Of Dubuque, Iowa and SJR Properties, L.L.C., and Universal Tank & Fabrication, Inc. was adopted.

**RESOLUTION NO. 30-25**
**APPROVING THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND SJR PROPERTIES, L.L.C., AND UNIVERSAL TANK & FABRICATION, INC.**

Whereas, the City of Dubuque (City), SJR Properties, L.LC. (Developer), and Universal Tank Fabrication, Inc. (Employer), entered into a Development Agreement dated December 2, 2024; and

Whereas, City and Developer desire to amend the Development Agreement as set forth in the attached First Amendment to Development Agreement.

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

Section 1. The First Amendment to Development Agreement by and between the City of Dubuque, Iowa, SJR Properties, L.LC. (Developer), and Universal Tank Fabrication, Inc. (Employer), copy of which is attached hereto, in hereby approved.

Section 2. The Mayor is hereby authorized and directed to execute the First Amendment to Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. The City Manager is authorized to take such actions as are necessary to comply with the terms of the First Amendment to Development Agreement as herein approved.

Passed, approved, and adopted this 3rd of February 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

8. Novelty Iron Landlord, LLC Assignment of Development Agreement to GT Novelty, LLC and GT Novelty Condo, LLC: Upon motion the documents were received and filed, and Resolution No. 31-25 Approving an Assignment of Development Agreement by Novelty Iron Landlord, LLC To GT Novelty, LLC And GT Novelty Condo, LLC was adopted.

**RESOLUTION NO. 31-25**
**APPROVING AN ASSIGNMENT OF DEVELOPMENT AGREEMENT BY NOVELTY IRON LANDLORD, LLC TO GT NOVELTY,**

**LLC AND GT NOVELTY CONDO, LLC**

Whereas, a Development Agreement was entered into in 2013 by and between the City of Dubuque and Warehouse Trust, LLC, now Novelty Iron Landlord, LLC, for the development of the Novelty Ironwork Building in the Millwork District (the Property); and

Whereas, GT Novelty, LLC and GT Novelty Condo, LLC recently purchased the Property and are now requesting City approval of the attached Assignment of Development Agreement; and

Whereas, the City Council finds that the Assignment of Development Agreement should be approved.

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

Section 1. The Assignment of Development Agreement is hereby approved.

Section 2. The City Manager is hereby authorized and directed to take such action as may be necessary to implement the Assignment of Development Agreement.

Passed, approved and adopted this 3rd day of February 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

9. Acceptance of Public Off-site Roadway and Utility Improvements at the Intersection of Seippel Road and Airborne Road Adjacent to Lot 1 of Airborne Place, in the City of Dubuque, Iowa: Upon motion the documents were received and filed, and Resolution No. 32-25 Accepting Public Off-Site Roadway And Utility Improvements At The Intersection Of Seippel Road And Airborne Road Adjacent To Lot 1 Of Airborne Place, In The City Of Dubuque, Iowa was adopted.

**RESOLUTION NO. 32-25**
**ACCEPTING PUBLIC OFF-SITE ROADWAY AND UTILITY IMPROVEMENTS AT THE INTERSECTION OF SEIPPEL ROAD AND AIRBORNE ROAD ADJACENT TO LOT 1 OF AIRBORNE PLACE, IN THE CITY OF DUBUQUE, IOWA**

Whereas, per a Public Improvements Agreement between the City of Dubuque and Kwik Trip, Inc., approved by the City Council via Resolution 411-23, the parties wished to set forth terms for the extension of certain public water main and sanitary sewer main utilities and the installation of turning lane improvements on Airborne Road, all adjacent to Lot 1 of Airborne Place, in the City of Dubuque, Iowa; and

Whereas, pursuant to said agreement, certain public improvements including public water main, sanitary sewer main, and turning lane, were installed by Kwik Trip, Inc.; and

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

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

Section 1. That the recommendation of the City Manager be approved and that said public water main, sanitary sewer main, and turning lane improvements on Airborne Road, all adjacent to Lot 1 of Airborne Place, in the City of Dubuque, Iowa, as shown on the attached Exhibit, be and the same are hereby accepted.

Section 2. That a maintenance guarantee covering said public improvements shall be provided by the owners, Kwik Trip, Inc., until February 3, 2027.

Passed, approved and adopted this 3rd day of February 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

10. Acceptance of Certain Subdivision Improvements in North Grandview Estates No. 2, in the City of Dubuque, Iowa: Upon motion the documents were received and filed, and Resolution No. 33-25 Accepting Public Improvements in North Grandview Estates No. 2, In the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 33-25**
**ACCEPTING PUBLIC IMPROVEMENTS IN NORTH GRANDVIEW ESTATES NO. 2, IN THE CITY OF DUBUQUE, IOWA**

Whereas, pursuant to Resolution 308-06 and Resolution 8-21, certain public improvements including street paving with curb, sanitary sewer main, water main, storm sewers and catch basins, street lighting, fiber optic conduit, accessible sidewalk ramps, and storm water detention facilities were installed by the developer of North Grandview Estates No. 2, in the City of Dubuque, Iowa; and

Whereas, the improvements, except for storm water detention facilities and associated outfall pipes, have been fully completed and the City Manager has examined the work and has filed a certificate stating that the same has been completed in accordance with the plans approved by the City Council and in conformance with City specifications, and has recommended that the improvements be accepted by the City Council.

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

Section 1. That the recommendation of the City Manager be approved and that said

public improvements in North Grandview Estates No. 2, except for storm water detention facilities and associated outfall pipes, be and the same is hereby accepted.

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

Passed, approved and adopted this 3rd day of February 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

11. Bunker Hill Irrigation Replacement Phase 3 Project-Reject Bid: Upon motion the documents were received and filed, and Resolution No. 34-25 Rejection of Competitive Bid Proposal for the Bunker Hill Irrigation Replacement Project Phase 3 was adopted.

**RESOLUTION NO. 34-25**
**REJECTION OF COMPETITIVE BID PROPOSAL FOR THE BUNKER HILL IRRIGATION REPLACEMENT PROJECT PHASE 3**

Whereas, one (1) competitive sealed bid was submitted for the Bunker Hill Irrigation Phase 3 Project pursuant to Resolution No. 350-24 and Notice to Bidders published the City of Dubuque Website www.cityofdubuque.org/bids on the 5th day of November 2024; and

Whereas, the one (1) competitive sealed bid was opened and read on the 27th day of November 2024; and

Whereas, the City Council has deemed it advisable to reject the one (1) competitive bid proposal for the Project.

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

Section 1. The one (1) competitive sealed bid proposal for the Bunker Hill Irrigation Phase 3 Project is hereby rejected.

Section 2. The Recreation Division Manager is authorized and instructed to return the bid deposit of the unsuccessful bidder for the Bunker Hil Irrigation Phase 3 Project.

Passed, adopted and approved this 3rd day of February 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

12. Analysis of Impediments to Fair Housing: Upon motion the documents were received and filed, and Resolution No. 35-25 Adopting the FY2025 Analysis of Impediments to Fair Housing was adopted.

**RESOLUTION NO. 35-25**
**ADOPTING THE FY2025 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING**

Whereas, the U.S. Department of Housing and Urban Development requires an Analysis of Impediments to Fair Housing to be completed every 5-years in conjunction with the 5-year Community Development Block Grant (CDBG) Consolidated Plan as well as the 5-year Public Housing Authority Plan; and

Whereas, the draft Analysis of Impediments to Fair Housing was available for a 30-day public comment period from October 17, 2024, to November 17, 2024, and the final Analysis of Impediments to Fair Housing was available for a 30-day public comment period from November 21, 2024, to January 2, 2025; and

Whereas, the City of Dubuque has, through a series of public meetings and public hearings held on November 20, 2024, and January 15, 2025, finalized the Analysis of Impediments to Fair Housing; and

Whereas, the Community Development Advisory Commission and the Housing Commission reviewed the Analysis of Impediments to Fair Housing and recommended adoption of the Plan.

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

Section 1. The Analysis of Impediments to Fair Housing is hereby approved and adopted.

Section 2. The City Manager, or his designee of the City of Dubuque, is hereby authorized to direct staff to submit to the U.S. Department of Housing and Urban Development the Analysis of Impediments to Fair Housing in conjunction with the 5-year Community Development Block Grant (CDBG) Consolidated Plan as well as the 5-year Public Housing Authority Plan.

Passed, approved, and adopted this 3rd day of February 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

13. Signed Contract(s): Usage Agreement with Clarke University for Veterans Memorial Park Field 2; Peerless Well and Pump, Inc. for the Well 2 Emergency Repairs. Upon motion the documents were received and filed.

14. Adoption of Supplement Number 2025 S-15 to the City of Dubuque Code of Ordinances: Upon motion the documents were received and filed, and Resolution No. 36-25 Adopting Supplement No. 2025 S-15 To the Code of Ordinances of The City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 36-25**
**ADOPTING SUPPLEMENT NO. 2025 S-15 TO THE CODE OF ORDINANCES OF THE CITY OF DUBUQUE, IOWA**

Whereas, on August 17, 2009, the City Council, pursuant to Ordinance No. 43-09, readopted the Code of Ordinances of the City of Dubuque, Iowa in its entirety; and

Whereas, since August 17, 2009, the City of Dubuque, Iowa has compiled supplements to the Code of Ordinances consisting of all new ordinances and amendments to ordinances; and

Whereas, Section 380.8 of the Code of Iowa provides that supplements, adopted by resolution, become part of the Code of Ordinances; and

Whereas, Code Supplements are prepared by American Legal Publishing of Cincinnati, Ohio and filed in the Office of the City Clerk of the City of Dubuque, Iowa.

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

Section 1. That Supplement No. 2025 S-15 to the City of Dubuque Code of Ordinances, which codifies all ordinances through 60-24 as passed by the City Council through November 4, 2024, is hereby adopted, and becomes part of the Code of Ordinances of the City of Dubuque, Iowa.

Passed, approved, and adopted this 3rd day of February 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

15. Approval of Retail Tobacco, Alternative Nicotine, and Vapor Product Permit Applications: Upon motion the documents were received and filed, and Resolution No. 37-25 Approving applications for retail permits to sell Tobacco, Tobacco Products, Alternative Nicotine Products, and Vapor Products, as required by Iowa Code §453A.47A was adopted.

**RESOLUTION NO. 37-25**

**APPROVING APPLICATIONS FOR RETAIL TOBACCO, TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, VAPOR PRODUCTS, AND DEVICE PERMITS, AS REQUIRED BY IOWA CODE 453A.47A AND SENATE FILE 345**

Whereas, applications for Tobacco/Tobacco Products/Alternative Nicotine Products/Vapor Products/Device retail permits have been submitted and filed with the City Clerk; and

Whereas, the applicants have filed the proper application and fees as required by the Iowa Department of Revenue; and

Whereas, applications are presented to City Council for approval.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be approved the following named applicants and locations for Cigarette / Device / Tobacco / Nicotine / Vapor retail permit and or Device Retailer Permit to the Iowa Department of Revenue.

Business Name, Business Address, Permit Type

Beecher Liquor, 1691 Asbury Rd, Device Retailer

BSj 786 LLC, 1248 Iowa St, Device Retailer

Casey's #5135, 4900 Old Highway Rd, Retail Permit

Downtown Gas and Grocery, 1401 Central Ave, Device Retailer

Dubuque Fine Liquor and Tobacco, 2196 White St., Retail Permit

Dubuque Wine & Spirit LLC, 3305 Asbury Rd, Device Retailer

Greenleaf Tobacco & Vape, 1620 John F Kennedy Rd, Device Retailer

Liquor Tobacco and Grocery, 1998 Jackson St, Device Retailer

Northside Liquor, 2013 Central Ave, Device Retailer

Pink Clouds Smoke Shop, 4835 Asbury Rd, Device Retailer

Passed, approved, and adopted this 3rd day of February 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**ITEMS SET FOR PUBLIC HEARING**

Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Wethal. Motion carried 7-0.

1. Southgate Drive Sanitary Sewer Improvements Project - Initiate Public Bidding Process and Setting Date for a Public Hearing - Project No. 5581500048: Upon motion the documents were received and filed and Resolution No. 38-25 Southgate Drive Sanitary Sewer 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 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on February 17, 2025 in the Historic Federal Building.

**RESOLUTION NO. 38-25**

**SOUTHGATE DRIVE SANITARY SEWER 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**

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 Southgate Drive Sanitary Sewer Improvement Project in the estimated construction amount of $193,600.00, 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 17th day of February, 2025, at 6:30 p.m. in the Historic Federal Building Council Chambers 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the attached notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

The Southgate Drive Sanitary Sewer Improvement 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 20th day of February 2025. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 3rd day of March 2025, in the Historic Federal Building Council Chambers (and/or by virtual means) 350 West 6th Street, Dubuque, Iowa.

Passed, adopted and approved this the 3rd day of February 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

2. Fuel Island Rehabilitation Project - Initiate Public Improvement Bidding Process - Project Number 5429900018: Upon motion the documents were received and filed and Resolution No. 39-25 Fuel Island Rehabilitation Project: Preliminary Approval of Plans, Specifications, Form of Contract, and Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost; and Ordering the Advertisement for Bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on February 17, 2025 in the Historic Federal Building.

**RESOLUTION NO. 39-25**

**FUEL ISLAND REHABILITATION PROJECT - PRELIMINARY APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; SETTING DATE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; AND ORDERING THE ADVERTISEMENT FOR BIDS**

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 Fuel Island Rehabilitation Project in the estimated amount $1,355,888.00, 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 17th day of February, 2025, at 6:30 p.m. in the Historic Federal Building Council Chambers 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the attached notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

The Fuel Island Rehabilitation 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 Public Works Director 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 27th day of February 2025. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 3rd day of March 2025, in the Historic Federal Building Council Chambers 350 West 6th Street, Dubuque, Iowa.

Passed, approved and adopted this 3rd day of February 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**BOARDS/COMMISSIONS**

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

1. Airport Commission: One, 4-Year term through September 14, 2028 (Vacant term of Clemenson). Applicant: Bob Woodward, 1048 Bonnie Ct. Woodward spoke in support of his application.

2. Cable Television Commission: One, 3-Year term through July 1, 2027 (Vacant term of Baumhover). Applicant: Tom Eckermann, 642 N Burden Ave. Mr. Eckermann spoke in support of his application.

3. Community Development Advisory Commission: One, 3-Year term through February 15, 2026 (Vacant Low/Moderate Income Rep. term of Fox); One, 3-Year term through February 15, 2028 (Expiring term of Hinke). Applicants: Talma Brown, 2004 Windsor Ave. (Qualifies for At-Large and Low to Moderate Income Area Representative); Michelle Hinke, 973 Patricia Ann Dr. (Qualifies for At-Large). Breitfelder stated that both applicants submitted written input.

4. Equity and Human Rights Commission: One 3-Year term through January 1, 2028 (Expired term of Jolet). Applicants: Talma Brown, 2004 Windsor Ave.; Traci Phillipson, 2120 Rhomberg Ave. Breitfelder stated that Brown submitted written input.

5. Investment and Cash Management Oversight Advisory Commission: One, 3-Year term through July 1, 2027 (Vacant term of Heim). Applicant: Lucian Paucean, 3145 Arbor Oaks Dr.

6. Long Range Planning Advisory Commission: One, 3-Year term through July 1, 2025 (Vacant term of Gross). Applicant: Jason Davis, 3363 Kimberly Dr. Breitfelder stated that Davis submitted written input.

7. Transit Advisory Board: One, 3-Year term through July 30, 2026 (Vacant term of Heidenreich). Applicant: Talma Brown, 2004 Windsor Ave. Breitfelder stated that Brown submitted written input.

**PUBLIC HEARINGS**

1. ImOn Ice Arena Dehumidification System Upgrade Project- Public Hearing - Project No. 2849900004: Motion by Jones to receive and file the documents and adopt Resolution No. 40-25 Approval of Plans, Specifications, Form of Contract, and Estimated Cost for the ImOn Ice Arena Dehumidification System Upgrade Project. Seconded by Resnick. In response to City Council questions, Assistant City Engineer Bob Schisel explained that acquiring a separate sheet of ice for the arena would require a separate dehumidification system. He also stated that while the city explored adding air conditioning and an emergency generator, budget constraints prevented their inclusion. Motion carried 7-0.

**RESOLUTION NO. 40-25**
**APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR THE IMON ICE ARENA DEHUMIDIFICATION SYSTEM UPGRADE 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 ImOn Ice Arena Dehumidification System Upgrade Project in the estimated amount $1,265,800.00, are hereby approved.

Passed, approved, and adopted this 3rd day of February 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

**ACTION ITEMS**

1. Dubuque Police Department 2024 Awards and Recognition Program: Motion by Farber to receive and file the documents and hear the presentation. Seconded by Sprank. Captain Bruce Deutsch presented on the Police Department's 2024 awards and recognition program which occurred on January 16, 2025. City Council Members praised the department for highlighting its annual achievements and recognizing Veterinarian Dr. Robin Mundt for her support of area responders' K-9s. Motion carried 7-0.

2. Proceedings for Directing Sale of not to exceed $6,500,000 Tax Exempt General Obligation Bonds, Series 2025A, $8,500,000 Taxable General Obligation Bonds, Series 2025B, $9,250,000 Taxable General

Obligation Urban Renewal Bonds, Series 2025C, and Awarding Bonds to Best Bidder: Motion by Jones to receive and file the documents and adopt Resolution No. 41-25 Awarding General Obligation Corporate Purpose Bonds, Series 2025A; Resolution No. 42-25 Awarding Taxable General Obligation Corporate Purpose Bonds, Series 2025B; and Resolution No. 43-25 Awarding Taxable General Obligation Urban Renewal Bonds, Series 2025C. Seconded by Roussell. Tionna Pooler of Independent Public Advisors provided an overview of the bond sales. In response to questions, she explained the full value per capita measure, outlined strategies to improve the city's bond rating, and summarized the difference between federally tax-exempt and federally taxable bonds. City Council Members thanked Pooler for her clear explanations of the bond process. Motion carried 7-0.

**RESOLUTION NO. 41-25**
**RESOLUTION AWARDING GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2025A**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, heretofore proposed to enter into a loan agreement (the "Essential Purpose Loan Agreement") pursuant to the provisions of Section 384.24A of the Code of Iowa and to borrow money thereunder in a principal amount not to exceed $6,190,000 for the purpose of paying the costs, to that extent, of (a) acquiring ambulances, fire protection vehicles, a fire protection boat, EMS equipment and fire safety radios and equipment; (b) acquiring solid waste collection vehicles and equipment; (c) undertaking improvements to the municipal airport; and (d) undertaking demolition/deconstruction of a dangerous and dilapidated property, and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on January 6, 2025; and

Whereas, the City also proposed to enter into a loan agreement (the "Exterior and Office Renovations Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $890,000 for the purpose of paying the costs, to that extent, of (a) acquiring and installing fire station generators; (b) undertaking fire station roof replacement and repairs; (c) undertaking fire station tuck pointing and related exterior repairs; and (d) undertaking fire department administrative office renovations, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Exterior and Office Renovations Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposed to enter into a loan agreement (the "Bunk Room and Systems Improvements Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $910,000 for the purpose of paying the costs, to that extent, of (a) undertaking fire station bunk room renovations; (b) undertaking fire station mechanical and electrical systems improvements; and (c) undertaking fire station HVAC replacement, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Bunk Room and Systems Improvements Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposed to enter into a loan agreement (the "Fire Station Improvements Loan Agreement," and together with the Exterior and Office Renovations Loan Agreement and the Bunk Room and Systems Improvements Loan Agreement, the "General Purpose Loan Agreements"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $910,000 for the purpose of paying the costs, to that extent, of (a) undertaking fire station facilities improvements; and (b) undertaking improvements to the fire department burn tower training facility, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Fire Station Improvements Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposes to enter into a loan agreement (the "Ice Arena Loan Agreement"), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $1,185,000 for the purpose of undertaking the Ice Arena Dehumidification Project, an authorized urban renewal project of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025,

no petition had been filed with the City asking that the question of entering into the Ice Arena Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposed to enter into a loan agreement (the "Parking System Loan Agreement"), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $4,045,000 for the purpose of undertaking the Smart Parking System Enhancement Project and the Parking Ramp Major Maintenance Project, authorized urban renewal projects of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Parking System Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposed to enter into a loan agreement (the "Federal Building Loan Agreement" and together with Ice Arena Loan Agreement and the Parking System Loan Agreement, the "Urban Renewal Loan Agreements"), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $870,000 for the purpose of undertaking the Federal Building Renovation Project and the Central Avenue Streetscape Improvements Project, authorized urban renewal projects of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Federal Building Loan Agreement be submitted to the registered voters of the City; and

Whereas, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City combined its authority under the Urban Renewal Loan Agreements, the Essential Purpose Loan Agreement and the General Purpose Loan Agreements into a single loan agreement (the "Loan Agreement"); and

Whereas, the City has determined to split its authority under the Loan Agreement and to enter into a tax-exempt loan agreement (the "Tax Exempt Series 2025A Loan Agreement") and a taxable loan agreement; and

Whereas, the City intends to issue General Obligation Corporate Purpose Bonds, Series 2025A (the "Tax Exempt Series 2025A Bonds") in evidence of its obligations under the Tax-Exempt Series 2025A Loan Agreement; and

Whereas, a Preliminary Official Statement (the "P.O.S.") has been prepared by Dorsey & Whitney LLP (the "Disclosure Counsel") as bond and disclosure counsel to the City to facilitate the sale of the Tax Exempt Series 2025A Bonds, and the City has made provision for the approval of the P.O.S. and has authorized its use by Independent Public Advisors, LLC, as municipal advisor to the City; and

Whereas, pursuant to advertisement of sale, bids for the purchase of the Tax-Exempt Series 2025A Bonds were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

Whereas, upon final consideration of all bids, the bid of Robert W. Baird and Co., Inc. Milwaukee, WI. (the "Purchaser"), is the best, such bid proposing the lowest interest cost to the City for the Tax Exempt Series 2025A Bonds.

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

Section 1. The bid of the Purchaser referred to in the preamble is hereby accepted, and the Tax-Exempt Series 2025A Bonds are hereby awarded to the Purchaser at the price specified in such bid, together with accrued interest, if any.

Section 2. The form of agreement of sale/official bid form (the "Sale Agreement") of the Tax-Exempt Series 2025A Bonds to the Purchaser is hereby approved, and the Mayor and City Clerk are hereby authorized to execute the Sale Agreement for and on behalf of the City.

Section 3. Further action with respect to the approval of the Loan Agreement and the issuance of the Tax-Exempt Series 2025A Bonds is hereby adjourned to the City Council meeting to be held on February 17, 2025.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed, approved, and adopted this 3rd day of February 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne Breitfelder, City Clerk

**RESOLUTION NO. 42-25**

**RESOLUTION AWARDING TAXABLE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2025B**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, heretofore proposed to enter into a loan agreement (the "Essential Purpose Loan Agreement") pursuant to the provisions of Section 384.24A of the Code of Iowa and to borrow money thereunder in a principal amount not to exceed $6,190,000 for the purpose of paying the costs, to that extent, of (a) acquiring ambulances, fire protection vehicles, a fire protection boat, EMS equipment and fire safety radios and equipment; (b) acquiring solid waste collection vehicles and equipment; (c) undertaking improvements to the municipal airport; and (d) undertaking demolition/deconstruction of a dangerous and dilapidated property, and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on January 6, 2025; and

Whereas, the City also proposed to enter into a loan agreement (the "Exterior and Office Renovations Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $890,000 for the purpose of paying the costs, to that extent, of (a) acquiring and installing fire station generators; (b) undertaking fire station roof replacement and repairs; (c) undertaking fire station tuck pointing and related exterior repairs; and (d) undertaking fire department administrative office renovations, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Exterior and Office Renovations Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposed to enter into a loan agreement (the "Bunk Room and Systems Improvements Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $910,000 for the purpose of paying the costs, to that extent, of (a) undertaking fire station bunk room renovations; (b) undertaking fire station mechanical and electrical systems improvements; and (c) undertaking fire station HVAC replacement, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Bunk Room and Systems Improvements Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposed to enter into a loan agreement (the "Fire Station Improvements Loan Agreement," and together with the Exterior and Office Renovations Loan Agreement and the Bunk Room and Systems Improvements Loan Agreement, the "General Purpose Loan Agreements"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $910,000 for the purpose of paying the costs, to that extent, of (a) undertaking fire station facilities improvements; and (b) undertaking improvements to the fire department burn tower training facility, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Fire Station Improvements Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposes to enter into a loan agreement (the "Ice Arena Loan Agreement"), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $1,185,000 for the purpose of undertaking the Ice Arena Dehumidification Project, an authorized urban renewal project of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Ice Arena Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposed to enter into a loan agreement (the "Parking System Loan Agreement"), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $4,045,000 for the purpose of undertaking the Smart Parking System Enhancement Project and the Parking Ramp Major Maintenance Project, authorized urban renewal projects of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Parking System Loan

Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposed to enter into a loan agreement (the "Federal Building Loan Agreement" and together with Ice Arena Loan Agreement and the Parking System Loan Agreement, the "Urban Renewal Loan Agreements"), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $870,000 for the purpose of undertaking the Federal Building Renovation Project and the Central Avenue Streetscape Improvements Project, authorized urban renewal projects of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Federal Building Loan Agreement be submitted to the registered voters of the City; and

Whereas, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City combined its authority under the Urban Renewal Loan Agreements, the Essential Purpose Loan Agreement and the General Purpose Loan Agreements into a single loan agreement (the "Loan Agreement"); and

Whereas, the City has determined to split its authority under the Loan Agreement and to enter into a tax-exempt loan agreement and a taxable loan agreement, (the "Taxable Series 2025B Loan Agreement"); and

Whereas, the City intends to issue Taxable General Obligation Corporate Purpose Bonds, Series 2025B (the "Taxable Series 2025B Bonds") in evidence of its obligations under the Taxable Series 2025B Loan Agreement; and

Whereas, a Preliminary Official Statement (the "P.O.S.") has been prepared by Dorsey & Whitney LLP (the "Disclosure Counsel") as bond and disclosure counsel to the City to facilitate the sale of the Taxable Series 2025B Bonds, and the City has made provision for the approval of the P.O.S. and has authorized its use by Independent Public Advisors, LLC, as municipal advisor to the City; and

Whereas, pursuant to advertisement of sale, bids for the purchase of the Taxable Series 2025B Bonds were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

Whereas, upon final consideration of all bids, the bid of Northland Security's, Inc. Minneapolis, MN. (the "Purchaser"), is the best, such bid proposing the lowest interest cost to the City for the Taxable Series 2025B Bonds.

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

Section 1. The bid of the Purchaser referred to in the preamble is hereby accepted, and the Taxable Series 2025B Bonds are hereby awarded to the Purchaser at the price specified in such bid, together with accrued interest, if any.

Section 2. The form of agreement of sale/official bid form (the "Sale Agreement") of the Taxable Series 2025B Bonds to the Purchaser is hereby approved, and the Mayor and City Clerk are hereby authorized to execute the Sale Agreement for and on behalf of the City.

Section 3. Further action with respect to the approval of the Loan Agreement and the issuance of the Taxable Series 2025B Bonds is hereby adjourned to the City Council meeting to be held on February 17, 2025.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed, approved, and adopted this 3rd day of February 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne Breitfelder, City Clerk

**RESOLUTION NO. 43-25**

**RESOLUTION AWARDING TAXABLE GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2025C**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, heretofore proposed to enter into a loan agreement (the "Amphitheater Loan Agreement"), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $9,250,000 for the purpose of undertaking the Iowa Amphitheater on Schmitt Island Project, an authorized urban renewal project of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Amphitheater Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City Council previously determined to enter into the Amphitheater Loan Agreement in the future and ordered that Taxable General Obligation Urban Renewal Bonds, Series 2025C (the "Taxable Series

2025C Bonds") be issued at such time, in evidence of the City's obligations thereunder; and

Whereas, a Preliminary Official Statement (the "P.O.S.") has been prepared by Dorsey & Whitney LLP (the "Disclosure Counsel") as bond and disclosure counsel to the City to facilitate the sale of the Taxable Series 2025C Bonds, and the City has made provision for the approval of the P.O.S. and has authorized its use by Independent Public Advisors, LLC, as municipal advisor to the City; and

Whereas, pursuant to advertisement of sale, bids for the purchase of the Taxable Series 2025C Bonds were received and canvassed on behalf of the City and the substance of such bids noted in the minutes; and

Whereas, upon final consideration of all bids, the bid of Northland Security's Inc. Minneapolis, MN. (the "Purchaser"), is the best, such bid proposing the lowest interest cost to the City for the Taxable Series 2025C Bonds.

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

Section 1. The bid of the Purchaser referred to in the preamble is hereby accepted, and the Taxable Series 2025C Bonds are hereby awarded to the Purchaser at the price specified in such bid, together with accrued interest, if any.

Section 2. The form of agreement of sale/official bid form (the "Sale Agreement") of the Taxable Series 2025C Bonds to the Purchaser is hereby approved, and the Mayor and City Clerk are hereby authorized to execute the Sale Agreement for and on behalf of the City.

Section 3. Further action with respect to the approval of the Loan Agreement and the issuance of the Taxable Series 2025C Bonds is hereby adjourned to the City Council meeting to be held on February 17, 2025.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed, approved, and adopted this 3rd day of February 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne Breitfelder, City Clerk

3. Banking Services Agreement: Motion by Jones to receive and file the documents and approve the Banking Services Agreement with Dubuque Bank & Trust. Seconded by Farber. Van Milligen noted that since these materials were finalized, Dubuque Bank & Trust has become affiliated with UMB, and this change will be reflected in the final agreement. In response to a question, Brumwell clarified that the agreement's terms reference Exhibits A and B. City Council Members expressed appreciation for Dubuque Bank & Trust retroactively dating the agreement to September 1, 2024, which resulted in additional interest for the city. Motion carried 7-0.

4. City Focus Magazine - February 2025 Issue: Motion by Roussell to receive and file the documents. Seconded by Sprank. City Council Members praised the issue, describing it as a well-written summary of recent initiatives in Dubuque. Motion carried 7-0.

5. Work Session Requests: Greater Dubuque Development Corporation Updates: Motion by Roussell to receive and file the documents and schedule the work sessions for April 21, 2025; July 21, 2025; October 20, 2025; and January 20, 2026, all starting at 6:00 p.m. Seconded by Resnick. Motion carried 7-0.

## COUNCIL MEMBER REPORTS

Jones reported on attending a local emergency planning committee meeting, the Dubuque Area Chamber of Commerce's business forecasting event. Jones and Resnick both acknowledged the recent passing of former Public Works Director Don Vogt.

Wethal reported on her involvement in a community initiative on school safety.

Cavanagh reported on the recent temporary freeze of federal funds, an upcoming Air Service Forum, the City receiving another round of Bloomberg Philanthropies Youth Climate Action funding, and his recent meeting with state legislators in Des Moines.

Farber reported on the League of Women Voters Cracker Barrel event.

## CLOSED SESSION

Motion by Jones to convene in closed session at 7:36 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 8:53 p.m. stating that staff had been given proper direction.

## ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:53 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA
# CITY COUNCIL PROCEEDINGS
# SPECIAL SESSION
# OFFICIAL

The Dubuque City Council met in special session at 5:30 p.m. on February 17, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

**WORK SESSION**
Sustainable Dubuque

Sustainability Director Gina Bell introduced Rachel Meier, Senior Associate with Lotus Engineering, who provided an overview of the City's greenhouse gas inventory, the 50% by 2030 reduction goal and what a science-based target would mean for the city. Answering questions, Meier stated that the estimated costs to achieve the goals would vary based on the actions taken. She outlined different sustainable fuel options for vehicles, methods for collecting real-time data on refrigerant leakage, and potential organizations for outreach efforts. City Council Members emphasized that this is a community-driven initiative reliant on partnerships, acknowledged that the current 2030 target will not be met, and expressed interest in establishing a revised target.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:28 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA
# CITY COUNCIL PROCEEDINGS
# REGULAR SESSION
# OFFICIAL

The Dubuque City Council met in regular session at 6:30 p.m. on February 17, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

**PLEDGE OF ALLEGIANCE**

**PROCLAMATIONS**

1. Dubuque Military Chaplains Day (February 3, 2025) was accepted by Veterans of Foreign Wars Post #508 Service Officer Janet Grass on behalf of the Dubuque American Legion Post #6 and Veterans of Foreign Wars Post #508.

2. Dubuque Main Street's 40th Anniversary (2025) was accepted by Interim Director David Barba on behalf of Dubuque Main Street.

**CONSENT ITEMS**

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

1. Minutes and Reports Submitted: City Council Proceedings of February 3, 2025; Airport Commission of December 17, 2024; Housing Commission of October 22, 2024; Resilient Community Advisory Commission of January 9, 2025; Zoning Advisory Commission of January 8, 2025; Proof of Publication for City Council Proceedings of January 21, 2025. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Gerald Breitbach for vehicle damage; Robert Hochrein for vehicle damage; Kathryn Luher for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Kathryn Luher for vehicle damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 44-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 44-25**
**AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

Whereas, Section 1-7-7(E) of the Municipal Code of the City of Dubuque provides that the Finance Director-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 142-18 adopted May 7, 2018, 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 [provided] 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.

Passed, approved, and adopted this 17th day of February 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Resolution Supporting Iowa State Historic Preservation Tax Credit Part 2B Application for 1047 Bluff Street: Upon motion the documents were received and filed, and Resolution No. 45-25 In Support of Iowa State Historic Preservation Tax Credit Part 2B Application Submitted to The Iowa Economic Development Authority by Forward Investments Group LLC for a Historic Rehabilitation Project at 1047 Bluff Street was adopted.

**RESOLUTION NO. 45-25**
**IN SUPPORT OF IOWA STATE HISTORIC PRESERVATION TAX CREDIT PART 2B APPLICATION SUBMITTED TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY BY FORWARD INVESTMENTS GROUP LLC FOR A HISTORIC REHABILITATION PROJECT AT 1047 BLUFF STREET**

Whereas, Forward Investments Group LLC has requested City support for its Historic Preservation Tax Credit Part 2B application to the Iowa Economic Development Authority ("IEDA") for the rehabilitation of its historic church building located at 1047 Bluff Street, Dubuque, Iowa (the "Project"); and

Whereas, the building is a contributing building in the Jackson Park Historic District and is eligible for State Historic Preservation Tax Credits for the rehabilitation of the building; and

Whereas, the successful completion of the Project requires funding from a number of sources, including the State of Iowa Historic Preservation Tax Credit; and

Whereas, the Historic Preservation Tax Credit Part 2B application is a competitive application that gives points for various aspects, including local government support of the Project in the jurisdiction of which it is located; and

Whereas, City support will help the Project to score higher on its application and increase the likelihood that the Part 2B application results in an award of Historic Preservation Tax Credits for the Project.

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

Section 1. The City Council of the City of Dubuque does hereby express its support for the Project and for Forward Investments

Group LLC to submit its Historic Preservation Part 2B application to the IEDA seeking an award of Historic Preservation Tax Credits for the Project.

Section 2. The City's Office of Economic Development is directed to transmit a copy of this resolution to Forward Investments Group LLC.

Passed, approved, and adopted this 17th day of February 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

6. Hy-Vee, Inc. 2023 Property Tax Appeal Stipulation of Settlement Notice: Senior Counsel transmitting notice of a Stipulation of Settlement for a 2023 property tax appeal filed by Hy-Vee, Inc. for their property located at Parcel No. 1017476005. Upon motion the documents were received and filed.

7. Real Property Exchange Agreement between the City of Dubuque and Theisen's Warehouse, LLC: Upon motion the documents were received and filed, and Resolution No. 46-25 Accepting the Deed to Certain Real Estate in Dubuque County, Iowa from Theisen's Warehouse, LLC was adopted.

**RESOLUTION NO. 46-25**
**ACCEPTING THE DEED TO CERTAIN REAL ESTATE IN DUBUQUE COUNTY, IOWA FROM THEISEN'S WAREHOUSE, LLC**

Whereas, Theisen's Warehouse, LLC is the owner of the following real estate

> Lot 2A Dubuque Industrial Center West 9th Addition being part of Lot 2 of Dubuque Industrial Center West 9th Addition in the Northeast Quarter of the Southeast Quarter of Section 30, Township 89 North, Range 2 East of the 5th P.M., in the City of Dubuque, Dubuque County, Iowa, subject to easements and restrictions of record (the Property); and

Whereas, the City of Dubuque (City) and Theisen's Warehouse, LLC (Theisen's) entered into a Purchase Agreement pursuant to which Theisen's agreed to convey the Property to City; and

Whereas, the terms of the Purchase Agreement have been fulfilled by the parties; and

Whereas, the City Council finds that it is the best interest of the City to accept Deed from Theisen's Warehouse, LLC.

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

1. The City of Dubuque, Iowa, hereby accepts the Deed from Theisen's Warehouse, LLC, a copy of which is attached hereto.

2. The City Clerk is hereby authorized and directed to record this Resolution and the Deed with the Dubuque County Recorder.

Passed, approved and adopted this 17th day of February 2025.

Brad M. Cavanaugh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

8. Novelty Iron Landlord, LLC Assignment of Development Agreement to GT Novelty, LLC and GT Novelty Condos, LLC: Upon motion the documents were received and filed, and Resolution No. 47-25 Approving an Assignment of Development Agreement by Novelty Iron Landlord, LLC to GT Novelty, LLC and GT Novelty Condos, LLC was adopted.

**RESOLUTION NO. 47-25**
**APPROVING AN ASSIGNMENT OF DEVELOPMENT AGREEMENT BY NOVELTY IRON LANDLORD, LLC TO GT NOVELTY, LLC AND GT NOVELTY CONDOS, LLC**

Whereas, a Development Agreement was entered into in 2013 by and between the City of Dubuque and Warehouse Trust, LLC, now Novelty Iron Landlord, LLC, for the development of the Novelty Ironwork Building in the Millwork District (the Property); and

Whereas, GT Novelty, LLC and GT Novelty Condos, LLC recently purchased the Property and are now requesting City approval of the attached Assignment of Development Agreement; and

Whereas, the City Council finds that the Assignment of Development Agreement should be approved.

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

Section 1. The Assignment of Development Agreement is hereby approved.

Section 2. The City Manager is hereby authorized and directed to take such action as may be necessary to implement the Assignment of Development Agreement.

Passed, approved and adopted this 17th day of February 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

9. First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Millwork Flats, L.L.C.: Upon motion the documents were received and filed, and Resolution No. 48-25 Approving the First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Millwork Flats, L.L.C. was adopted.

**RESOLUTION NO. 48-25**
**APPROVING THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA**

**AND MILLWORK FLATS, L.L.C.**

Whereas, the City of Dubuque (City) and Millwork Flats, L.L.C. (Developer) entered into a Development Agreement dated June 17, 2024; and

Whereas, City and Developer desire to amend the Development Agreement as set forth in the attached First Amendment to Development Agreement.

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

Section 1. The First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Millwork Flats, L.L.C., copy of which is attached hereto, in hereby approved.

Section 2. The Mayor is hereby authorized and directed to execute the First Amendment to Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. The City Manager is authorized to take such actions as are necessary to comply with the terms of the First Amendment to Development Agreement as herein approved.

Passed, approved, and adopted this 17th day of February 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

10. Housing Commission Appointment of Liaison to the Long Range Planning Advisory Commission: Housing Commission recommended City Council approval to appoint Commissioner Julietta Scott as the Housing Commission Liaison to the Long Range Planning Advisory Commission. Upon motion the documents were received, filed, and approved.

11. Calendar Year 2024 Urban Revitalization Program Applications: Upon motion the documents were received and filed, and Resolution No. 49-25 Approving Property Tax Abatement Applications Submitted by Property Owners in Urban Revitalization Areas and Authorizing the Transmittal of The Approved Applications to The City Tax Assessor was adopted.

**RESOLUTION NO. 49-25**

**APPROVING PROPERTY TAX ABATEMENT APPLICATIONS SUBMITTED BY PROPERTY OWNERS IN URBAN REVITALIZATION AREAS AND AUTHORIZING THE TRANSMITTAL OF THE APPROVED APPLICATIONS TO THE CITY TAX ASSESSOR**

Whereas, Chapter 404 of the Code of Iowa, the Urban Revitalization Act, permits cities to abate property taxes for improvements made to properties in designated revitalization areas; and

Whereas the Urban Revitalization Act requires property owners to submit a written application for abatement by February 3, 2025, of the assessment year for which the abatement is first claimed and requires the City Council to approve all applications that meet the requirements of the adopted Urban Revitalization Plan. Copies of the Urban Revitalization applications are forwarded to the City Assessor for review by March 1, 2025; and

Whereas, pursuant to the requirements of said Urban Revitalization Act, the following Urban Revitalization Areas were established: Dubuque Urban Revitalization Area, Alta Vista, Radford Road, 210 Jones Street, Kunkel & Associates, Lange Estates; and

District, Address, Property Owner, Type of Property, Exemption Period

DBQ UR Area, 156 Bluff, Steve & Robyn McAreavy, Residential, 10-year

DBQ UR Area, 346/348 W Locust, Weaver Castle, LLC, Residential, 10-year

DBQ UR Area, 629 Groveland Pl, Jeffrey Robbins, Residential, 10-year

DBQ UR Area, 1412 Washington, Kenny J Birch, Sr, Residential, 10-year

DBQ UR Area, 477 W. 3rd, Troy & Stacy Lynn Froistad, Residential, 10-year

DBQ UR Area, 2050 White St (late app), Gonzalo Leon, Residential, 10-year

Whereas, the City of Dubuque, as of February 3, 2025, received tax abatement applications from the following property owners in the aforementioned urban revitalization districts eligible for tax exemption for the time period indicated:

Whereas, the Housing and Community Development Department has reviewed the above-described applications, verified required permits were obtained and inspected for applicable improvements, verified inspections of the properties, and determined the applications and the improvements conform to the requirements of the City of Dubuque's Urban Revitalization Plans.

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

Section 1. That the above-described tax abatement applications meet the requirements of the City of Dubuque's Urban Revitalization Plans.

Section 2. That the above-described tax abatement applications are hereby approved by the City Council, subject to the review and approval of the City Assessor.

Section 3. That the City Clerk is hereby authorized and directed to forward the above-described tax abatement applications to the City Assessor.

Passed, approved, and adopted this 17th day of February 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

12. Final Plat of Lots 129 thru 136 and Lot J of Silver Oaks Estates No. 3: Upon motion the documents were received and filed, and Resolution No. 50-25 Authorizing Approval of the Final Plat of Lots 129 thru 136 and Lot J of Silver Oaks Estates No. 3 in the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 50-25**
**AUTHORIZING APPROVAL OF THE FINAL PLAT OF LOTS 129 THRU 136 AND LOT J OF SILVER OAKS ESTATES NO. 3 IN THE CITY OF DUBUQUE, IOWA**

Whereas, there has been filed with the City Clerk a Final Plat of Lots 129 thru 136 and Lot J of Silver Oaks Estates No. 3, in the City of Dubuque, Iowa; and

Whereas, upon said final plat appears a public street to be known as Cambria Drive, (Lot J), which the owner by said final plat has dedicated to the public forever; and

Whereas, upon said final plat appear certain public utility and storm drainage easements, which the owner by said final plat has dedicated to the public forever; and

Whereas, upon said final plat appears certain water main, sanitary sewer, and storm sewer easement, which the owner by said final plat has dedicated to the City of Dubuque forever; and

Whereas, said final plat has been reviewed by the City Planner and his approval has been endorsed thereon, subject to the owner's agreeing to the conditions specified herein; and

Whereas, said final plat has been examined by the City Council and the City Council find the final plat conforms to the applicable statutes and ordinances, except that streets and public utilities have not yet been completely constructed or installed.

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

Section 1. That the dedication of Cambria Drive (Lot J) together with certain water main, sanitary sewer, and storm sewer easements, as they appear on said final plat, to the City of Dubuque be and the same are hereby accepted; and

Section 2. That the Final Plat of Lots 129 thru 136 and Lot J of Silver Oaks Estates No. 3, in the City of Dubuque, Iowa is hereby approved and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa, upon said final plat, provided the owners of said property herein named, execute their written acceptance of the attached conditions and further agree:

(a) To reduce Cambria Drive (Lot J) to grade and to construct longitudinal subdrain, concrete curb and gutter with asphaltic concrete pavement or with Portland Cement concrete pavement with integral curb, all in accordance with the City of Dubuque standard specifications in a manner acceptable to the City Engineer, in conformance with construction improvement plans approved by the City Engineer, and inspected and approved by the City Engineer.

(b) To install sanitary sewer mains and sewer service laterals into each individual lot, water mains and water service laterals into each individual lot, storm sewers and catch basins, boulevard street lighting, fiber optic conduit and vaults, and erosion control devices all in accordance with the City of Dubuque standard specifications in a manner acceptable to the City Engineer, and in accordance with construction improvement plans approved by the City Engineer, and inspected and approved by the City Engineer.

(c) To construct accessible sidewalk ramps at each intersection and street crossings in accordance with City of Dubuque Standards and Specifications, all in a manner acceptable to the City Engineer, and in accordance with the construction improvement plans approved by the City Engineer, and inspected and approved by the City Engineer.

(d) To construct the improvements outlined in (a), (b), and (c) above within two years from the date of acceptance of this resolution, at the sole expense of the owners, or future owner.

(e) To maintain the improvements outlined in (a), (b), and (c) above for a period of two (2) years from the date of the acceptance of those improvements by the City Council of the City of Dubuque, Iowa, at the sole final expense of the owners, or future owner.

(h) To provide securities for the performance of the foregoing conditions specified in this Section in such form and with such sureties as may be acceptable to the City Manager of the City of Dubuque, Iowa.

Section 3. Per Section 16-11-16-D of the City of Dubuque Unified Development Code, sidewalk installation shall be the responsibility of the owner of property abutting the public right-of-way. This responsibility shall extend to all successors, heirs and assignees. Sidewalk installation shall be required when the

development of a lot has been completed. All vacant lots shall have sidewalks installed upon development of eighty percent (80%) of the lots shown on the approved final plat.

Section 4. That the owner must construct and maintain erosion control devices in Lots 129 thru 136 and Lot J of Silver Oaks Estates No. 3, in the City of Dubuque, Iowa which control erosion and prevent sediment from leaving the site.

Section 5. That the planting of street trees shall be coordinated with the City's Urban Forester. Any tree(s) planted within the street right-of-way must be approved by the Urban Forester. The location and species of tree(s) will be approved by the Urban Forester and planted and cared for through establishment by the developer at the developer's expense.

Section 6. That the final acceptance of the public improvements shall only occur upon certification of the City Engineer to the City Council that the public improvements have been completed in accordance with the approved improvement plans and City standards and specifications and accepted by City Council Resolution.

Section 7. That in the event Royal Oaks Development Corporation fails to execute the acceptance and furnish the guarantees provided hereof within 180 days after the date of this Resolution, the provisions hereof shall be null and void and the acceptance of the dedication and approval the plat shall not be effective.

Passed, approved and adopted this 17th day of February 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

13. Accepting Public Water Distribution System Improvements in Kerrigan Heights Subdivision from IADU Table Mound MHP, LLC, in Dubuque County, Iowa: Upon motion the documents were received and filed, and Resolution No. 51-25 Accepting Public Water Distribution System Improvements in Kerrigan Heights Subdivision, In Dubuque County, Iowa was adopted.

**RESOLUTION NO. 51-25**
**ACCEPTING PUBLIC WATER DISTRIBUTION SYSTEM IMPROVEMENTS IN KERRIGAN HEIGHTS SUBDIVISION, IN DUBUQUE COUNTY, IOWA**

Whereas, per the Memorandum of Understanding between the City of Dubuque and IADU Table Mound MHP, LLC, approved by the City Council via Resolution 201-18 and amended by Resolution 106-19, the parties wished to set forth terms for repairs and improvements to the private IADU water distribution system which serves multiple areas including Kerrigan Heights Subdivision in the Dubuque County, Iowa; and

Whereas, pursuant to said Memorandum of Understanding, repairs and improvements to the Kerrigan Heights water distribution system have been completed by IADU Table Mound MHP, LLC and IADU Table Mound MHP, LLC now wishes to dedicate said improvements to the City of Dubuque for ownership and maintenance; and

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

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

Section 1. That the recommendation of the City Manager be approved and that said public water distribution system improvements in Kerrigan Heights Subdivision, in Dubuque County, Iowa, as shown on the attached Exhibit A, be and the same are hereby accepted.

Passed, approved and adopted this 17th day of February 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

14. Acceptance of Grant of Easement for Storm Sewer Utility across Interstate Power and Light Company Property off Julien Dubuque Drive in Dubuque: Upon motion the documents were received and filed, and Resolution No. 52-25 Accepting a Grant of Easement for Storm Sewer Utility Through, Under and Across Part of Lot 2 of Lot 1 of Lot 1 of Mineral Lot 13, in the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 52-25**
**ACCEPTING A GRANT OF EASEMENT FOR STORM SEWER UTILITY THROUGH, UNDER AND ACROSS PART OF LOT 2 OF LOT 1 OF LOT 1 OF MINERAL LOT 13, IN THE CITY OF DUBUQUE, IOWA**

Whereas, Interstate Power and Light Company has executed a Grant Easement for Storm Sewer Utility through, under and across Lot 2 of Lot 1 of Lot 1 of Mineral Lot 13, in the City of Dubuque, Iowa.

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

Section 1. The City Council of the City of Dubuque, Iowa, hereby approves of, accepts and consents to the Grant of Easement for Storm Sewer Utility through, under and across Part of Lot 2 of Lot 1 of Lot 1 of Mineral Lot 13, in the City of Dubuque, Iowa from

Interstate Power and Light Company, a copy of which is attached hereto.

Section 2. The Mayor is hereby authorized and directed to execute and acknowledge on behalf of the City of Dubuque any instruments in connection herewith.

Passed, approved and adopted this 17th of February 2024.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

15. 2024 Pavement Marking Project - Acceptance of Public Improvement Construction Contract - Project Code: 5521000013: Upon motion the documents were received and filed, and Resolution No. 53-25 Accepting The 2024 Pavement Marking Project and Authorizing the Payment to The Contractor was adopted.

**RESOLUTION NO. 53-25**
**ACCEPTING THE 2024 PAVEMENT MARKING PROJECT AND AUTHORIZING THE PAYMENT TO THE CONTRACTOR**

Whereas, the public improvement contract for the 2024 Pavement Marking Project, (the Project) has been completed by the Contractor, Ostrom Painting and Sandblasting, Inc. (Contractor), the City Engineer has examined the work and recommends that the Project be accepted; and

Whereas, the final contract amount for the Project is $225,922.02; and

Whereas, the Contractor has previously been paid $214,625.92, leaving a balance of $11,296.10; 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 Finance Director is hereby directed to pay to the Contractor the balance of the retainage of $11,296.10 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved and adopted this 17th day of February 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**CITY ENGINEER'S CERTIFICATE OF FINAL COMPLETION OF 2024 PAVEMENT MARKING PROJECT**

The undersigned City Engineer of the City of Dubuque, Iowa, hereby certifies that he has inspected the 2024 Pavement Marking Project has been performed in compliance with the terms of the Public Improvement Contract, and that the total cost of the completed work is $235,022.94.

Dated this 17th day of February 2025.

/s/Gus Psihoyos, City Engineer

Filed in the office of the City Clerk on the 17th day of February 2025.

/s/Adrienne N. Breitfelder, City Clerk

16. Bloomberg's Youth Climate Action Grant Award Acceptance: Upon motion the documents were received, filed, and approved.

17. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 54-25 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

**RESOLUTION NO. 54-25**
**APPROVING APPLICATIONS FOR RETAIL ALCOHOL LICENSES, AS REQUIRED BY CITY OF DUBUQUE CODE OF ORDINANCES TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 2 LIQUOR CONTROL, ARTICLE B LIQUOR, BEER AND WINE LICENSES AND PERMITS**

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

Key City Tavern, 1121 University Ave.
Casey's, 4900 Old Highway Rd.
Fuel Express Food Mart, 250 West 1st St.

Renewals

7 Hills Brewing Co., 333 East 10th St., Ballroom Only

Convivium Urban Farmstead, 2811 Jackson St.
Dollar Geneal 6896, 605 West Locust St.
Dollar General 10074, 2400 Gateway Dr.
Dollar General 7289, 3250 Kennedy Circle, Ste 8
Dubuque Mining Co., 555 John F. Kennedy Rd., Suite 600
Dungeon Ltd, 302 Locust St.
Grand River Center, 500 Bell St.
Hammerheads Bar & Billiards, 2095 Kerper Blvd., Ste. 2
Hy-Vee Market Cafe 3, 400 Locust St. Cafe Area
Northside Bar, Inc., 2776 Jackson St.
The Richards House B&B, 1492 Locust St.
Voices Studios, 1585 Central Ave.
Special Event(s) per Special Event Application Submittal
Stone Cliff Winery - Dubuque on Ice Brew Fest - 2-20-25 to 2-24-25, 405 Main St.
Premises Update
Five Flags Center, Temp Premise Update to accommodate Iowa Brew Fest 2025
Ownership Changes/Amendments
Stone Cliff Winery, 600 Star Brewery Dr. Suite 100
Swagat Indian Cuisine, 1108 Locust St.
Convivium Urban Farmstead, 2811 Jackson Street
New Applications Provisional Issuances
Swagat Indian Cuisine, 1108 Locust St.

Passed, approved, and adopted this 17th day of February 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**ITEMS SET FOR PUBLIC HEARING**

Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Wethal. Motion carried 7-0.

1. Resolution Setting a Public Hearing on a Proposed Development Agreement by and among the City of Dubuque, Iowa, FEH Realty, L.L.C., and FEH Associates, Inc.: Upon motion the documents were received and filed and Resolution No. 55-25 Fixing the Date for a Public Hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and among the City of Dubuque, Iowa, FEH Realty, L.L.C., and FEH Associates, Inc., Including the Proposed Issuance of Urban Renewal Tax Increment Revenue Obligations Relating Thereto and Providing for the Publication of Notice thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on March 3, 2025 in the Historic Federal Building

**RESOLUTION NO. 55-25**
**FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF DUBUQUE, IOWA, FEH REALTY, L.L.C., AND FEH ASSOCIATES, INC., INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF**

Whereas, City, FEH Realty, L.L.C., and FEH Associates, Inc have tentatively entered into a Development Agreement, subject to the approval of the City Council, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W. 13th Street, Dubuque, Iowa for the development of property located at 902 Main Street; and

Whereas, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement, with FEH Realty, L.L.C., and FEH Associates, Inc.; and

Whereas, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue obligations, as provided by Iowa Code Chapter 403 pursuant to the Development Agreement; and

Whereas, before said obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to authorize Urban Renewal Tax Increment Revenue obligations, to be held on the 3rd day of March 2025, at 6:30 p.m. 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.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue obligations and the execution of the Development Agreement relating thereto with FEH Realty, L.L.C., and FEH Associates, Inc. , the proceeds of which obligations will be used to

carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to FEH Realty, L.L.C., and FEH Associates, Inc. pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue obligations to be issued will be approximately $115,000.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said obligations.

Section 4. That the notice of the proposed action to issue said obligations shall be in substantially the form attached hereto.

Passed, approved and adopted this 17th day of February, 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

2. Setting Public Hearing for a Proposed Development Agreement between the City of Dubuque, Iowa and Dubuque Racing Association, Ltd.: Upon motion the documents were received and filed and Resolution No. 56-25 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and between the City of Dubuque, Iowa and Dubuque Racing Association, Ltd., Including the Proposed Issuance of Urban Renewal Tax Increment Revenue Obligations Relating thereto and providing for the Publication of Notice thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on March 3, 2025 in the Historic Federal Building.

**RESOLUTION NO. 56-25**
**FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND DUBUQUE RACING ASSOCIATION, LTD., INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF**

Whereas, the City of Dubuque and Dubuque Racing Association, Ltd. have entered into a Development Agreement, subject to the approval of the City Council, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W. 13th Street, Dubuque, Iowa for the development of approximately 19,380 square feet located on leased property due east of 1801 Greyhound Park Rd, Dubuque, Iowa; and

Whereas, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement with Dubuque Racing Association, Ltd.; and

Whereas, it is deemed necessary and advisable that the City Council should authorize Urban Renewal Tax Increment Revenue Obligations, as provided by Iowa Code Chapter 403 pursuant to the Development Agreement; and

Whereas, before said obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to authorize Urban Renewal Tax Increment Revenue Obligations, to be held on the 3rd day of March 2025, at 6:30 p.m. The official agenda will be posted on Friday, February 28, 2025, and will contain listening, viewing, and public input options. The City Council agenda can be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing the execution of the Development Agreement including the issuance of Urban Renewal Tax Increment Revenue Obligations relating thereto with Dubuque Racing Association, Ltd., the proceeds of which Obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to Dubuque Racing Association, Ltd. pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue Obligations to be issued will be approximately $7,092,000.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general

circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said obligations.

Section 4. That the notice of the proposed action to issue said obligations shall be in substantially the form attached hereto.

Passed, approved and adopted this 17th day of February, 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Second Amendment to the Dubuque Racing Association Lease: Upon motion the documents were received and filed and Resolution No. 57-25 Intent to Dispose of an Interest in Real Property through a Second Amendment to the Amended and Restated Lease Agreement with the Dubuque Racing Association, Ltd. was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on March 3, 2025 in the Historic Federal Building.

**RESOLUTION NO. 57-25**
**INTENT TO DISPOSE OF AN INTEREST IN REAL PROPERTY THROUGH A SECOND AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT WITH THE DUBUQUE RACING ASSOCIATION, LTD.**

Whereas, the City of Dubuque, Iowa (City) is the owner of the real property legally described as

Lot 1 of Chaplain Schmitt Island in the City of Dubuque, Iowa, according to the Plat recorded as Instrument #2023-7679, records of Dubuque County, Iowa (the Property); and

Whereas, the Property is subject to an Amended and Restated Lease Agreement (Lease) between City and the Dubuque Racing Association (Association) dated September 19, 2023; and

Whereas, City and Association entered into a First Amendment to the Lease dated April 15, 2024; and

Whereas, the City and Association now desire to further amend the Lease Agreement; and

Whereas, the DRA is in progress with a construction project of more than $90 million; and

Whereas, the City Council believes it is in the best interests of the City to approve the Second Amendment to its Lease Agreement with the DRA.

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

Section 1. The City Council intends to dispose of the City's interest in the foregoing-described real property pursuant to:

The Second Amendment to its Lease Agreement with the DRA, and

Section 2. The City Clerk is hereby authorized and directed to cause this Resolution and a Notice to be published as prescribed by Iowa Code §364.7 of a public hearing on City's intent to dispose of the foregoing-described real property, to be held on the 3rd day of March 2025, at 6:30 o'clock p.m. in the City Council Chambers at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa

Passed, approved and adopted this 17th day of February 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

4. Initiate Bid Process and Set Public Hearing for the Bunker Hill Foundation Repair Project: Upon motion the documents were received and filed and Resolution No. 58-25 Bunker Hill Foundation Repair 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 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on March 3, 2025 in the Historic Federal Building.

**RESOLUTION NO. 58-25**
**BUNKER HILL FOUNDATION REPAIR 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**

Whereas, Bunker Hill Golf Course is a popular community amenity and the building serves as the administration offices for the Parks and Recreation Department, and the pro shop and snack bar; and

Whereas, the building foundation is a vital component to structural integrity; and

Whereas, properly maintained assets are critical to providing maximum value to the community.

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

Section 1. The proposed plans, specifications, form of contract and estimated cost for the Bunker Hill Foundation Repair Project, in the estimated cost amount of $319,880 are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

Section 2. A public hearing will be held on the 3rd day of March 2025, at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor), 350 West 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.

Passed, approved and adopted this 17th day of February 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Resolution of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2025.1: Upon motion the documents were received and filed and Resolution No. 59-25 Authorizing and Directing the City Manager to prepare an Amended and Restated Urban Renewal Plan Version 2025.1 for the Dubuque Industrial Center Economic Development District, Setting a date for the Public Hearing, and Directing the Consultation Process on the Proposed Amended and Restated Urban Renewal Plan Version 2025.1 for said District was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on March 17, 2025 in the Historic Federal Building.

**RESOLUTION NO. 59-25**
**AUTHORIZING AND DIRECTING THE CITY MANAGER TO PREPARE AN AMENDED AND RESTATED URBAN RENEWAL PLAN VERSION 2025.1 FOR THE DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT, SETTING A DATE FOR THE PUBLIC HEARING, AND DIRECTING THE CONSULTATION PROCESS ON THE PROPOSED AMENDED AND RESTATED URBAN RENEWAL PLAN VERSION 2025.1 FOR SAID DISTRICT**

Whereas, the City Council of the City of Dubuque has heretofore approved the Amended and Restated Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Dubuque Industrial Center Economic Development District (the "District") in order to provide redevelopment opportunities which will further the purposes and objectives of the foregoing Urban Renewal Plan; and

Whereas, City staff has recommended that the Plan be further amended to remove property from the District; and

Whereas, Iowa Code Chapter 403 requires that before a Plan may be modified, the City Council must follow the notification, consultation, and public hearing process set forth therein.

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

Section 1. That the City Manager is authorized and directed to prepare an Amended and Restated Urban Renewal Plan Version 2025.1 for the Dubuque Industrial Center Economic Development District to include in such Plan any appropriate project activities and details, and to determine an appropriate date for and conduct the consultation process required by law with affected taxing entities concerning the proposed amendment.

Section 2. That the City Council hold a public hearing on the adoption of the proposed Amended and Restated Urban Renewal Plan Version 2025.1 for the Dubuque Industrial Center Economic Development District on March 17, 2025, at 6:30 p.m. in the form attached hereto. The notice of said hearing shall generally identify the areas covered by the Plan Version 2025.1 and the general scope of the urban renewal activities planned for such areas and said notice shall be published in a newspaper having general circulation within the City not less than four days nor more than twenty days before the date of said meeting. A copy of the notice of public hearing shall be sent by ordinary mail to the affected taxing entities.

Section 3. That the Economic Development Department is further directed to send by ordinary mail a copy of said Plan Version 2025.1, the notice of public hearing, a notice of consultation, and, to the extent the Plan Version 2025.1 includes the use of tax increment revenues for a public building, an analysis of alternative development and funding options for such public buildings, to the Dubuque Community School District and the Dubuque County Board of Supervisors, as the affected taxing entities.

Passed, approved and adopted this 17th day of February 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

6. Resolution of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2025.2: Upon motion the documents were received and filed and Resolution No. 60-25 Authorizing and Directing the City Manager to prepare an Amended and Restated Urban Renewal Plan Version 2025.2 for the Dubuque Industrial Center Economic Development District, Setting a date for the Public Hearing, and Directing the Consultation Process on the Proposed Amended and Restated Urban Renewal Plan Version 2025.2 for said District was adopted setting a public

hearing for a meeting to commence at 6:30 p.m. on March 17, 2025 in the Historic Federal Building.

**RESOLUTION NO. 60-25**
**AUTHORIZING AND DIRECTING THE CITY MANAGER TO PREPARE AN AMENDED AND RESTATED URBAN RENEWAL PLAN VERSION 2025.2 FOR THE DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT, SETTING A DATE FOR THE PUBLIC HEARING, AND DIRECTING THE CONSULTATION PROCESS ON THE PROPOSED AMENDED AND RESTATED URBAN RENEWAL PLAN VERSION 2025.2 FOR SAID DISTRICT**

Whereas, the City Council of the City of Dubuque has heretofore approved the Amended and Restated Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Dubuque Industrial Center Economic Development District (the "District") in order to provide redevelopment opportunities which will further the purposes and objectives of the foregoing Urban Renewal Plan; and

Whereas, City staff has recommended that the Plan be further amended to expand the District by including a new Subarea W, as shown in the Amended and Restated Urban Renewal Plan, Version 2025.2 for the Dubuque Industrial Center Economic Development District; and

Whereas, Iowa Code Chapter 403 requires that before a Plan may be modified, the City Council must follow the notification, consultation, and public hearing process set forth therein.

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

Section 1. That the City Manager is authorized and directed to prepare an Amended and Restated Urban Renewal Plan Version 2025.2 for the Dubuque Industrial Center Economic Development District to include in such Plan any appropriate project activities and details, and to determine an appropriate date for and conduct the consultation process required by law with affected taxing entities concerning the proposed amendment.

Section 2. That the City Council hold a public hearing on the adoption of the proposed Amended and Restated Urban Renewal Plan Version 2025.2 for the Dubuque Industrial Center Economic Development District on March 17, 2025, at 6:30 p.m. in the form attached hereto. The notice of said hearing shall generally identify the areas covered by the Plan Version 2025.2 and the general scope of the urban renewal activities planned for such areas and said notice shall be published in a newspaper having general circulation within the City not less than four days nor more than twenty days before the date of said meeting. A copy of the notice of public hearing shall be sent by ordinary mail to the affected taxing entities.

Section 3. That the Economic Development Department is further directed to send by ordinary mail a copy of said Plan Version 2025.2, the notice of public hearing, a notice of consultation, and, to the extent the Plan Version 2025.2 includes the use of tax increment revenues for a public building, an analysis of alternative development and funding options for such public buildings, to the Dubuque Community School District and the Dubuque County Board of Supervisors, as the affected taxing entities.

Passed, approved and adopted this 17th day of February 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

7. Setting a Public Hearing for the adoption of the Public Housing Authority 5- Year Plan 2025-2029: Upon motion the documents were received and filed and Resolution No. 61-25 Setting a Public Hearing to Review and Approve the Public Housing Authority 5-Year Plan 2025-2029 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on April 7, 2025 in the Historic Federal Building.

**RESOLUTION NO. 61-25**
**SETTING A PUBLIC HEARING TO REVIEW AND APPROVE THE PUBLIC HOUSING AUTHORITY 5-YEAR PLAN 2025-2029**

Whereas, the City of Dubuque is designated as a Public Housing Authority; and

Whereas, the City of Dubuque maintains and creates a Public Housing Authority 5-Year Plan once every 5th PHA fiscal year; and

Whereas, the Housing Commission will hold a public meeting to review the Annual Plan on April 1, 2025; and

Whereas, the City desires to hold a public hearing to receive comments on and adopt the proposed Public Housing Authority 5-Year Plan.

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

Section 1. That the City Council will meet in the Historic Federal Building, Council Chambers, 2nd Floor, 350 West 6th Street, Dubuque, Iowa at 6:30 p.m. on April 7, 2025, for the purpose of holding a public hearing and taking action to approve the Public Housing Authority 5-Year Plan 2025-2029.

Section 2. That the City Clerk is hereby authorized and directed to publish a notice of such public hearing and the City Council's intent to review and approve the Public Housing Authority 5-Year Plan 2025-2029.

Passed, approved and adopted this 17th day of February 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**BOARDS/COMMISSIONS**

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

1. Catfish Creek Watershed Management Authority: One, 4-Year term through July 16, 2028 (Vacant term of Drahozal). Applicant: Rachel Boeke, 1241 Jackson St. Breitfelder stated that Boeke submitted written input.

2. Civic Center Advisory Commission: One, 3-Year term through June 29, 2027 (Vacant term of Jacobs). Two, 3-Year terms through June 29, 2025 (Vacant terms of Bakke and Christner) Applicants: Ashley Regan, 1100 N Booth St.; Alan Schumacher, 3035 Burlington St.; Sara Tandy, 2307 Martin Dr. Breitfelder stated that Tandy submitted written input.

3. Historic Preservation Commission: One, 3-Year Langworthy District term through July 1, 2026 (Vacant term of Dement). One, interim term due to vacancies of the Old Main District, Cathedral District and the Langworthy District terms. Applicants: Cole Hanson, 408 Burch St. (Qualifies for Interim); Sandy Hockenberry, 1015 West 3rd St. (Qualifies for Langworthy District); Adam Schwendinger, 570 West 11th St. (Qualifies for Interim). Schwendinger spoke in support of his application.

Appointments were made to the following boards/commissions.

1. Airport Commission: One, 4-Year term through September 14, 2028 (Vacant term of Clemenson). Applicants: Bob Woodward, 1048 Bonnie Ct.; Ron Vaugh, 2973 Castle Woods Ln. (Additional Applicant). Upon roll call vote, Woodward was appointed to the term, receiving all 7 votes.

2. Cable Television Commission: One, 3-Year term through July 1, 2027 (Vacant term of Baumhover). Applicant: Tom Eckermann, 642 N Burden Ave. Motion by Roussell to appoint Eckermann to the term. Seconded by Wethal. Motion carried 7-0.

3. Community Development Advisory Commission: One, 3-Year term through February 15, 2026 (Vacant Low/Moderate Income Rep. term of Fox) and One, 3-Year term through February 15, 2028 (Expiring At-Large term of Hinke). Applicants: Talma Brown, 2004 Windsor Ave. (Qualifies for At-Large and Low to Moderate Income Area Representative) and Michelle Hinke, 973 Patricia Ann Dr. (Qualifies for At-Large). Motion by Jones to appoint Brown to the Low/Moderate Income Rep. term and Hinke to the At-Large term. Seconded by Farber. Motion carried 7-0.

4. Equity and Human Rights Commission: One 3-Year term through January 1, 2028 (Expired term of Jolet). Applicants: Talma Brown, 2004 Windsor Ave.; Maitha Jolet, 1911 Johnson St. (Additional Applicant); Traci Phillipson, 2120 Rhomberg Ave. Upon roll call vote, Phillipson was appointed to the term. Jolet received 3 votes (Cavanagh, Jones, Wethal), and Phillipson received the remaining 4 votes.

5. Investment and Cash Management Oversight Advisory Commission: One, 3-Year term through July 1, 2027 (Vacant term of Heim). Applicant: Lucian Paucean, 3145 Arbor Oaks Dr. Motion by Jones to appoint Paucean to the term. Seconded by Wethal. Motion carried 7-0.

6. Long Range Planning Advisory Commission: One, 3-Year term through July 1, 2025 (Vacant term of Gross). Applicant: Jason Davis, 3363 Kimberly Dr. Motion by Roussell to appoint Davis to the term. Seconded by Wethal. Motion carried 7-0.

7. Transit Advisory Board: One, 3-Year term through July 30, 2026 (Vacant term of Heidenreich). Applicant: Talma Brown, 2004 Windsor Ave. Motion by Jones to appoint Brown to the term. Seconded by Resnick. Motion carried 7-0.

**PUBLIC HEARINGS**

1. Request to Rezone Property on Harrison Street: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 2-25 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by Reclassifying Hereinafter Described Property Located at Harrison Street (PIN 1025478010) from CS Commercial Service and Wholesale District to C-3 General Commercial District. Seconded by Farber. Motion carried 7-0.

**ORDINANCE NO. 2-25**

**AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED AT HARRISON STREET (PIN 1025478010) FROM CS COMMERCIAL SERVICE AND WHOLESALE DISTRICT TO C-3 GENERAL COMMERCIAL DISTRICT**

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter–described property from CS Commercial Service and Wholesale District to C-3 General Commercial District, to wit:

Lot 1 of Harrison Street Place No. 2, and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved and adopted this 17th day of February, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

2. Request to Rezone Property on Cedar Cross Road: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. Applicant Joey Callahan, of Callahan Construction, spoke about plans to construct apartments on the property. Breitfelder stated that Bob and Karen Knepper, 3536 Lunar Dr., submitted written input. Planning Services Director Wally Wernimont provided an overview of the planned apartment amenities, nearby infrastructure improvements, and discussions with transportation services regarding potential bus stop locations. In response to the question, Callahan stated that the apartments will be three stories tall, with each story measuring 10 to 11 feet, and will feature parking garages on the front side facing the parking lot. City Council Members expressed support for the proposal and were pleased to see interest in development along Cedar Cross Road. When asked about long-term infrastructure improvements to the road, Van Milligen noted that it would eventually be included in the five-year Capital Improvement Plan (CIP) but was uncertain of the timeline. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 3-25 Amending Title 16 of the Unified Development Code of the City of Dubuque Code of Ordinances by Reclassifying Hereinafter Described Property from C-3 General Commercial to PUD Planned Unit Development District with PR Planned Residential Designation and Adopting a Conceptual Development Plan. Seconded by Farber. Motion carried 7-0.

**ORDINANCE NO. 3-25**

**AMENDING TITLE 16 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF DUBUQUE CODE OF ORDINANCES BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY FROM C-3 GENERAL COMMERCIAL TO PUD PLANNED UNIT DEVELOPMENT DISTRICT WITH PR PLANNED RESIDENTIAL DESIGNATION AND ADOPTING A CONCEPTUAL DEVELOPMENT PLAN**

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

Section 1. That Title 16 of the Unified Development Code of the City of Dubuque Code of Ordinances is hereby amended by reclassifying the hereinafter-described property from C-3 General Commercial to PUD Planned Unit Development District with a PR Planned Residential District designation, and adopting a conceptual development plan, a copy of which is attached to and made a part hereof, is hereby adopted and approved for the following described property, to wit:

Lot 2 of Lot 2 of Mineral Lot 230, Lot 1 of Lot 3 of Mineral Lot 232, and Lot 2 of Merfeld Acres, all in the City of Dubuque, Iowa, according to the respective recorded Plats there.

A. Use Regulations - The following regulations shall apply to all uses made of land in the above-described PR Planned Residential District:

1. Principal permitted uses shall be limited to six (6) three-story multi-family residential buildings totaling 180 units.
2. A club house.
3. Accessory uses shall include any use customarily incidental and subordinate to the principal use it serves.

B. Lot and Bulk Regulations - Development of land in the PR Planned Residential District shall be regulated as follows:

1. Buildings setbacks shall be located in substantial conformance with the approved conceptual development plan.

2. Maximum building height of 50 feet shall be allowed in this Planned Residential District.

3. Unless otherwise indicated, the development of the property in this Planned Residential District shall be regulated by Section 16-5-5 of the Unified Development Code, R-4 Multi-Family Residential District.

C. Performance Standards - The development and maintenance of uses in this PR Planned Residential District shall be regulated as follows:

1. Parking Regulations

a. Off-street parking shall be a minimum of 1.5 spaces per unit.

b. All vehicle-related features shall be surfaced with either asphalt or concrete.

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 Section 13-3 Site Development Regulations. The location and quantity of parking spaces shall be governed by the Conceptual Development Plan.

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.

2. 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. No light source shall provide illumination onto adjacent lots, buildings, or streets in excess of 1.0-foot candle.

ii. All exterior lighting luminaries shall be designed and installed to shield light from the luminaries at angles above 72-degrees from vertical.

iii. Fixtures mounted on a building shall not be positioned higher than the roofline of the building.

iv. All electrical service lines to posts and fixtures shall be underground and concealed inside the posts.

3. Landscaping - Landscaping shall be provided in compliance with Section 13-4 Landscaping and Screening Requirements of the Unified Development Code.

4. Storm Water Management - The developer shall be responsible for providing surface or subsurface conveyance(s) of storm water from the lot to existing storm sewers or to flow line of open drainageways outside the lot in a means that is satisfactory to the Engineering Department of the City of Dubuque. Other applicable regulations enforced by the City of Dubuque relative to storm water management and drainage shall apply.

5. Exterior Trash Collection Areas

a. The storage of trash and debris shall be limited to that produced by the principal permitted use and accessory uses on the lot.

b. All exterior trash collection areas and the material 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 built on sloping grades shall be stepped so that their top line shall be horizontal. Exposed materials used to construct the opaque screen shall be similar in appearance to materials used for exterior building walls. All exterior entrances to a screened trash area shall be provided with a gate or door of similar design to that of the screen. If a 10-foot height screen fails to shield the exterior trash collection area from view from the adjacent public right-of-way and neighboring properties, evergreen plantings may be required in addition to the screening. Evergreen plant material shall be selected and designed so that they screen the area from all off-site visibility within five (5) years.

6. Open Space - Open space and landscaping in the PR Planned Residential District shall be regulated as follows. Those areas not designated on the conceptual development plan shall be maintained as open space, as defined Article 13 of the Unified Development Code of the City of

Dubuque, Iowa, by the property owner and/or association.

7. Platting - Subdivision plats and improvement plans shall be submitted in accordance with Article 11 Land Subdivision, of the City of Dubuque Unified Development Code.

8. Site Plans - Final site development plans shall be submitted in accordance with Article 12 Site Plans and Article 13 Site Design Standards prior to construction of each building and vehicle-related feature unless otherwise exempted by Article 12.

D. Sign Regulations

1. Signs in the Planned Residential District shall be regulated in accordance with the R-4 Multi-Family Residential Zoning District sign regulations, Section 16-15-11.1 of the Unified Development Code.

2. Variance requests from sign requirements for size, number, and height shall be reviewed by the Zoning Board of Adjustment in accordance with Section 16-8-6 of the Unified Development Code.

E. 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.

2. The use of semi-trailers and shipping containers for storage is prohibited.

3. 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.

F. Transfer of Ownership - Transfer of ownership or lease of property in this PR Planned Residential District shall include the transfer or lease agreement a provision that the purchaser or lessee acknowledges awareness of the conditions authorizing the establishment of the district.

G. Modifications - Any modifications of this Ordinance must be approved by the City Council in accordance with zoning reclassification proceedings of Article 9-5 of the Unified Development Code.

H. Occupancy Permits - No occupancy permit shall be issued by the City of Dubuque for property included in the subject planned unit development district until full compliance with this ordinance has been achieved.

I. Recording - A copy of this ordinance shall be recorded at the expense of the property owner(s) with the Dubuque County Recorder a permanent record of the conditions accepted as part of this reclassification approval within thirty (30) days after the adoption of this ordinance. This ordinance shall be binding upon the undersigned and his/her heirs, successors, and assigns.

Section 2. The foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. The foregoing amendment shall take effect upon publication, as provided by law.

Passed, approved, and adopted this 17th day of February 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne Breitfelder, City Clerk

3. Southgate Drive Sanitary Sewer Improvements Project: Motion by Roussell to receive and file the documents and adopt Resolution No. 62-25 Approval of Plans, Specifications, Form of Contract, and Estimated Cost for the Southgate Drive Sanitary Sewer Improvement Project. Seconded by Wethal. Motion carried 7-0.

**RESOLUTION NO. 62-25**
**APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR THE SOUTHGATE DRIVE SANITARY SEWER IMPROVEMENT 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 Southgate Drive Sanitary Sewer Improvement Project in the estimated amount $193,600.00, are hereby approved.

Passed, approved, and adopted this 17th day of February 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne Breitfelder, City Clerk

4. Fuel Island Rehabilitation Project - Public Hearing - Project No. 5429900018: Motion by Jones to receive and file the documents and adopt Resolution No. 63-25 Approval of Plans, Specifications, Form of Contract, and Estimated Cost for the Fuel Island Rehabilitation. Seconded by Wethal. Van Milligen stated that the city saves a substantial amount by using its own fuel rather than purchasing from private vendors. Public Works Director Arielle Swift explained that, based on estimated cost savings, the project would pay for itself within 12 years and is projected to have a 40-year lifespan. City Council Members voiced their

support for the project, highlighting the importance of maintaining a dedicated fuel supply for the City's fleet. They also thanked city staff for finding a workaround to keep fuel island operations running after the kiosk malfunctioned. Motion carried 7-0.

**RESOLUTION NO. 63-25**
**APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR THE FUEL ISLAND REHABILITATION**

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 Fuel Island Rehabilitation Project in the estimated amount $1,355,888.00, are hereby approved.

Passed, approved, and adopted this 17th day of February 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

5. Planned Unit Development Amendment for Estates of Dubuque: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Matt Barnd, attorney for Estates of Dubuque, explained that the property, acquired from a bankrupt developer, is currently a cooperative with all homes owned by a single entity. to allow individual owners to obtain deeds and sell unsold homes, the project must be reclassified as a subdivision. Mariann Groom, 16683 Clay Hill Rd., voiced concerns about damage caused by two neglected catch basins. In response to a question, Brumwell stated that the city had a Development Agreement (DA) with the original developer, which included housing tax increment financing (TIF). However, when this portion of the development was sold, it was separated from the TIF, and a new DA was not established. Van Milligen stated that under Das for single-family housing developments, the city rebates incremental taxes paid by the developer beyond the original land value and requires utility bonds for all projects. City Engineer Gus Psihoyos added that these bonds must cover 110% of the estimated project costs. Van Milligen stated that, as this was a private development, the city had no means of intervention to prevent the issues, also noting that other communities had faced similar challenges with the same developer. He stated that the city would review the catch basins under its responsibility. Wernimont provided an overview of the structure and role of a Homeowners Association (HOA). City Council Members expressed support for the amendment and commended the property owners for working toward a solution. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 4-25 Amending Title 16 of the Unified Development Code of The City of Dubuque Code of Ordinances by Rescinding Ordinance 28-21 And Adopting A PUD Planned Unit Development with A PR Planned Residential District Designation and Conceptual Development Plan for Estates of Dubuque Development. Seconded by Wethal. Motion carried 7-0.

**ORDINANCE NO. 4-25**
**AMENDING TITLE 16 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF DUBUQUE CODE OF ORDINANCES BY RESCINDING ORDINANCE 28-21 AND ADOPTING A PUD PLANNED UNIT DEVELOPMENT WITH A PR PLANNED RESIDENTIAL DISTRICT DESIGNATION AND CONCEPTUAL DEVELOPMENT PLAN FOR ESTATES OF DUBUQUE DEVELOPMENT**

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

Section 1. That Title 16 of the Unified Development Code of the City of Dubuque Code of Ordinances is hereby amended by reclassifying the hereinafter-described property from PUD with a PR Planned Residential District designation to PUD Planned Unit Development District with a PR Planned Residential District designation, and adopting a conceptual development plan, a copy of which is attached to and made a part hereof, is hereby adopted and approved for the following described property, to wit:

Lot 1, Lot 2, Lot A, Lot B, and Lot C of Vintage Estates and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. That in order to accomplish the purposes of this Planned Unit Development district, the above-described property is subject to the following conditions and restrictions:

A. Use Regulations. - The following regulations shall apply to all uses made of land in the above-described PR Planned Residential District:

1. Principal permitted uses shall be limited to the following:
   a. A maximum of thirty-five single-family homes
   b. One communal club house
   c. One surface parking lot
2. Conditional use shall be regulated by Section 16-5-22.2 of the Unified Development Code of the City of Dubuque, Iowa.

3. Accessory uses shall include any use customarily incidental and subordinate to the principal use it serves.

B. Lot and Bulk Regulations - Development of land in the PR Planned Residential District shall be regulated as follows:

| Vintage Estates of Dubuque | Min. Lot Area | Min. Frontage | Max. Lot Coverage | Setbacks | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | Front | | Min. Side | Min. Rear | Max. Height |
| | | | | Min. | Max. | | | |
| Permitted uses: | | | | | | | | |
| Single-family detached dwelling | 5,000 sq. ft. | 38 ft. | 50% | 15 ft. | 50 ft. | 6 ft. | 15 ft. | 30 ft. |
| Club House | 10,000 sq. ft. | 50 ft. | 40% | 15 ft. | 50 ft. | 6 ft. | 15 ft. | 30 ft. |

1. Variance and Special Exception requests from bulk regulations shall be reviewed by the Zoning Board of Adjustment in accordance with Section 16-8-6 of the Unified Development Code.

C. Performance Standards - The development and maintenance of uses in this PR Planned Residential district shall be regulated as follows:

1. Parking Regulations - The off-street parking requirement for the principal permitted uses for the herein described Planned Residential District shall be regulated as follows:

a. All vehicle-related features shall be surfaced with either asphalt or concrete.

b. Curbing and proper surface drainage of storm water shall be provided.

c. All parking and loading spaces shall be delineated on the surface material by painted stripes or other permanent means.

d. A minimum of two (2) off-street parking spaces shall be provided for each single-family residential home.

e. Parking for the club house shall be provided based on the approved conceptual plan.

f. The size and design of parking spaces shall be governed by applicable provisions of the Unified Development Code Section 13-3 Site Development Regulations.

g. 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.

h. Any significant expansion or reduction in the number of off-street parking spaces must be reviewed by Planning Services staff for compliance with the adopted PR Planned Residential District.

2. Clubhouse and Parking Lot 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. No light source shall provide illumination onto adjacent lots, buildings, or streets in excess of 1.0-foot candle.

ii. All exterior lighting luminaries shall be designed and installed to shield light from the luminaries at angles above 72-degrees from vertical.

iii. Fixtures mounted on a building shall not be positioned higher than the roofline of the building.

iv. All electrical service lines to posts and fixtures shall be underground and concealed inside the posts.

3. Landscaping - Landscaping shall be provided in compliance with Section 16-13-4 Landscaping and Screening Requirements of the Unified Development Code.

4. Storm Water Management

a. The owner shall be responsible for providing surface or subsurface conveyance(s) of storm water from the lot to existing storm sewers or to flow line of open drainageways outside the lot in a means that is satisfactory to the Engineering Department of the City of Dubuque. Other applicable regulations enforced by the City of Dubuque relative to storm water management and drainage shall apply.

5. Open Space - Open space and landscaping in the PR Planned Residential District shall be regulated as follows. Those areas not designated on the conceptual development plan shall be maintained as open space, as defined Chapter 13 of the Unified Development Code of the City of Dubuque, Iowa, by the property owner and/or association.

6. Platting - Subdivision plats and improvement plans shall be submitted in accordance with Chapter 11 Land Subdivision, of the City of Dubuque Unified Development Code.

7. Sign Regulations
   a. Signs in the Planned Residential District shall be regulated in accordance with the R-1 Single-Family Residential Zoning District sign regulations, Section 16-15-11.1 of the Unified Development Code.
   b. Clubhouse signage limited to one 32 square feet freestanding or wall mounted sign.
   c. Variance requests from sign requirements for size, number, and height shall be reviewed by the Zoning Board of Adjustment in accordance with Section 16-8-6 of the Unified Development Code.
8. Exterior Trash Collection Areas for Club House and Parking Lot
   a. The storage of trash and debris shall be limited to that produced by the principal permitted use and accessory uses on the lot.
   b. All exterior trash collection areas and the material 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 built on sloping grades shall be stepped so that their top line shall be horizontal. Exposed materials used to construct the opaque screen shall be similar in appearance to materials used for exterior building walls. All exterior entrances to a screened trash area shall be provided with a gate or door of similar design to that of the screen. If a 10-foot height screen fails to shield the exterior trash collection area from view from the adjacent public right-of-way and neighboring properties, evergreen plantings may be required in addition to the screening. Evergreen plant material shall be selected and designed so that they screen the area from all off-site visibility within five (5) years.
9. Unless otherwise indicated, the development of the property in this Planned Residential District shall be regulated by Section 16-5-2 of the Unified Development Code, R-1 Single-Family Residential District.
10. Conceptual Development Plan - The following attachments shall regulate the subdivision development:
    a. Exhibit A – Subdivision Plat Exhibit
    b. Exhibit B – Conceptual Design Plan

F. Ordinance History
   1. Ordinance 13-17: rezoned the subject property from County AG Agricultural to City R-1 Single-Family Residential district in conjunction with annexation.
   2. Ord. 28-21: Establishment of a Planned Unit Development for Vintage Estates development.

G. Transfer of Ownership - Transfer of ownership or lease of property in this PR Planned Residential District shall include the transfer or lease agreement a provision that the purchaser or lessee acknowledges awareness of the conditions authorizing the establishment of the district.

H. Modifications - Any modifications of this Ordinance must be approved by the City Council in accordance with zoning reclassification proceedings of Section 16-9-5 of the Unified Development Code.

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 17th day of February 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

**PUBLIC INPUT**

Mariann Groom, 16683 Clay Hill Rd., asked how the property could be zoned within the city, yet the city was not involved when the developer declared bankruptcy.

Justin Lau of Buesing and Associates, 1212 Locust St., stated that the firm serves as the surveyor and engineer for Estates of Dubuque. He explained that their calculations on the detention pond revealed significant settlement due to the incomplete development and that they have discussed potential solutions with the HOA to address the issue.

**ACTION ITEMS**

1. Final Plat of Vintage Estates No. 2: Motion by Jones to receive and file the documents and adopt Resolution No. 64-25 Approving the Final Plat of Vintage Estates No. 2, in the City of Dubuque, Iowa. Seconded by

Resnick. In response to a question regarding Conlon Construction Co.'s mechanics lien on the property, Brumwell stated that subdivision plats are governed by Chapter 354 of the Iowa Code. Before recording the plat with the county, written consent from lienholders must be obtained. Therefore, the mechanism for withholding the plat originates with the county recorder. Motion carried 7-0.

**RESOLUTION NO. 64-25**
**APPROVING THE FINAL PLAT OF VINTAGE ESTATES NO. 2, IN THE CITY OF DUBUQUE, IOWA**

Whereas, there has been filed with the City Clerk a Final Plat of Vintage Estates No. 2 in the City of Dubuque, Iowa; and

Whereas, upon said Final Plat appear private streets to be known as Lasso Court (Lot A), Vintage Lane (Lot B), and Ewing Drive (Lot C), which the owner by said Final Plat as agreed to own, construct, and maintain forever; and

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

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

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

Section 1. That the private streets of Lasso Court (Lot A), Vintage Lane (Lot B), and Ewing Drive (Lot C) as they appear on said Final Plat, be and the same are hereby approved; and

Section 2. That the Final Plat of Vintage Estates No. 2, in the City of Dubuque, Iowa is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa upon said Plat of Survey.

Passed, approved and adopted this 17th day of February 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

2. Proceedings to Complete Action on Issuance of $6,420,000 Tax-Exempt General Obligation Bonds, Series 2025A, $8,370,000 Taxable General Obligation Bonds, Series 2025B, and $8,945,000 Taxable General Obligation Urban Renewal Bonds, Series 2025C: Motion by Farber to receive and file the documents and adopt Resolution No. 65-25 Authorizing and approving a Loan Agreement, providing for the issuance of $6,420,000 General Obligation Corporate Purpose Bonds, Series 2025A, and providing for the levy of taxes to pay the same; Resolution No. 66-25 Authorizing and approving a Loan Agreement, providing for the issuance of $8,370,000 Taxable General Obligation Corporate Purpose Bonds, Series 2025B, and providing for the levy of taxes to pay the same; and Resolution No. 67-25 Authorizing and approving a Loan Agreement, providing for the issuance of $8,945,000 Taxable General Obligation Urban Renewal Bonds, Series 2025C, and providing for the levy of taxes to pay the same. Seconded by Wethal. City Council Members stated that the city is fortunate to have competitive rates for the bonds. City Manager Van Milligen confirmed that bond counsel was aware of this information when they presented to City Council at the February 3, 2025, City Council meeting. Motion carried 7-0.

**RESOLUTION NO. 65-25**
**RESOLUTION AUTHORIZING AND APPROVING A LOAN AGREEMENT, PROVIDING FOR THE ISSUANCE OF $6,420,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2025A, AND PROVIDING FOR THE LEVY OF TAXES TO PAY THE SAME**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, heretofore proposed to enter into a loan agreement (the "Essential Purpose Loan Agreement") pursuant to the provisions of Section 384.24A of the Code of Iowa and to borrow money thereunder in a principal amount not to exceed $6,190,000 for the purpose of paying the costs, to that extent, of (a) acquiring ambulances, fire protection vehicles, a fire protection boat, EMS equipment and fire safety radios and equipment; (b) acquiring solid waste collection vehicles and equipment; (c) undertaking improvements to the municipal airport; and (d) undertaking demolition/deconstruction of a dangerous and dilapidated property (the "Essential Purpose Projects"), and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on January 6, 2025; and

Whereas, the City also proposed to enter into a loan agreement (the "Exterior and Office Renovations Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $890,000 for the purpose of paying the costs, to that extent, of (a) acquiring and installing fire station generators; (b) undertaking fire station roof replacement and repairs; (c) undertaking fire station tuck pointing and related exterior repairs; and (d) undertaking fire department administrative office renovations (the "Exterior and Office Renovations Projects"), and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing

thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Exterior and Office Renovations Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposed to enter into a loan agreement (the "Bunk Room and Systems Improvements Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $910,000 for the purpose of paying the costs, to that extent, of (a) undertaking fire station bunk room renovations; (b) undertaking fire station mechanical and electrical systems improvements; and (c) undertaking fire station HVAC replacement (the "Bunk Room and Systems Improvements Projects"), and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Bunk Room and Systems Improvements Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposed to enter into a loan agreement (the "Fire Station Improvements Loan Agreement," and together with the Exterior and Office Renovations Loan Agreement and the Bunk Room and Systems Improvements Loan Agreement, the "General Purpose Loan Agreements"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $910,000 for the purpose of paying the costs, to that extent, of (a) undertaking fire station facilities improvements; and (b) undertaking improvements to the fire department burn tower training facility (the "Fire Station Improvements Projects," and together with the Exterior and Office Renovations Projects and the Bunk Room and Systems Improvements Projects, the "General Purpose Projects"), and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Fire Station Improvements Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposes to enter into a loan agreement (the "Ice Arena Loan Agreement"), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $1,185,000 for the purpose of undertaking the Ice Arena Dehumidification Project, an authorized urban renewal project of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Ice Arena Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposed to enter into a loan agreement (the "Parking System Loan Agreement"), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $4,045,000 for the purpose of undertaking the Smart Parking System Enhancement Project and the Parking Ramp Major Maintenance Project, authorized urban renewal projects of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024 (the "Parking System Projects"), and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Parking System Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposed to enter into a loan agreement (the "Federal Building Loan Agreement" and together with Ice Arena Loan Agreement and the Parking System Loan Agreement, the "Urban Renewal Loan Agreements"), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $870,000 for the purpose of undertaking the Federal Building Renovation Project and the Central Avenue Streetscape Improvements Project, authorized urban renewal projects of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024 (the "Federal Building Projects", referred to together with the Ice Arena Dehumidification Project and the Parking System Projects as the "Urban Renewal Projects," and such and such Urban Renewal Projects referred to together with the Essential Purpose Projects and the General Purpose Projects as the "Projects"), and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of

entering into the Federal Building Loan Agreement be submitted to the registered voters of the City; and

Whereas, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City combined its authority under the Urban Renewal Loan Agreements, the Essential Purpose Loan Agreement and the General Purpose Loan Agreements into a single loan agreement (the "Loan Agreement"); and

Whereas, the City has determined to split its authority under the Loan Agreement and to enter into a tax-exempt loan agreement (the "Tax Exempt Series 2025A Loan Agreement") and a taxable loan agreement (the "Taxable Series 2025B Loan Agreement"); and

Whereas, the City intends to issue General Obligation Corporate Purpose Bonds, Series 2025A (the "Tax-Exempt Series 2025A Bonds") in evidence of its obligations under the Tax-Exempt Series 2025A Loan Agreement; and

Whereas, a Preliminary Official Statement (the "P.O.S.") has been prepared by Dorsey & Whitney LLP (the "Disclosure Counsel") as bond and disclosure counsel to the City to facilitate the sale of the Tax-Exempt Series 2025A Bonds and Taxable General Obligation Corporate Purpose Bonds, Series 2025B, such bonds to be issued in evidence of the obligation of the City under the Taxable Series 2025B Loan Agreement, and the City has made provision for the approval of the P.O.S. and has authorized its use by Independent Public Advisors, LLC, as municipal advisor to the City; and

Whereas, pursuant to advertisement of sale, bids for the purchase of the Tax-Exempt Series 2025A Bonds to be issued in evidence of the City's obligation under the Tax-Exempt Series 2025A Loan Agreement were received and canvassed on behalf of the City at the appointed time for the payment of costs of the Projects; and

Whereas, upon final consideration of all bids, the bid of Robert W. Baird, Milwaukee, Wisconsin (the "Purchaser"), was the best, such bid proposing the lowest interest cost to the City; and

Whereas, it is now necessary to make final provision for the approval of the Tax Exempt Series 2025A Loan Agreement and to authorize the issuance of the Tax-Exempt Series 2025A Bonds.

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

Section 1. The City shall enter into the Tax-Exempt Series 2025A Loan Agreement with the Purchaser in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of $6,420,000 for the purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Tax-Exempt Series 2025A Loan Agreement on behalf of the City, and the Tax-Exempt Series 2025A Loan Agreement is hereby approved.

Section 2. The bid of the Purchaser referred to in the preamble hereof is hereby accepted, and the Tax-Exempt Series 2025A Bonds, in the aggregate principal amount of $6,420,000, are hereby authorized to be issued in evidence of the City's obligations under the Tax-Exempt Series 2025A Loan Agreement. The Tax-Exempt Series 2025A Bonds shall be dated March 4, 2025, shall be issued in the denomination of $5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bearing interest at the respective rates as follows:

Date-Principal-Interest Rate-Date-Principal-Interest Rate
2026-$125,000-5.000%-2036-$355,000-5.000%
2027-$230,000-5.000%-2037-$370,000-5.000%
2028-$240,000-5.000%-2038-$390,000-4.000%
2029-$250,000-5.000%-2039-$405,000-4.000%
2030-$265,000-5.000%-2041-$420,000-4.000%
2031-$275,000-5.000%-2041-$440,000-4.000%
2032-$285,000-5.000%-2042-$450,000-4.000%
2033-$305,000-5.000%-2043-$470,000-4.000%
2034-$320,000-5.000%-2044-$490,000-4.000%
2035-$335,000-5.000%---

Section 3. UMB Bank, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Tax-Exempt Series 2025A Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent." The City shall enter into an agreement (the "Registrar/Paying Agent Agreement") with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Tax-Exempt Series 2025A Bonds maturing in the years 2034 to 2044, inclusive, prior to and in any order of maturity on June 1, 2033, or on any date thereafter upon terms of par and accrued interest. If less than all of the Tax-Exempt Series 2025A Bonds of any like maturity are to be redeemed, the particular part of those Series 2025A Bonds to be redeemed shall be selected by the Registrar by lot. The Tax-Exempt Series 2025A Bonds may be called in part in one or more units of $5,000.

If less than the entire principal amount of any Tax Exempt Series 2025A Bond in a denomination of more than $5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender

of such original Tax Exempt Series 2025A Bond, a new Tax Exempt Series 2025A Bond or Tax-Exempt Series 2025A Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Tax Exempt Series 2025A Bond. Notice of such redemption as aforesaid identifying the Tax-Exempt Series 2025A Bond or Tax-Exempt Series 2025A Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Tax-Exempt Series 2025A Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Tax-Exempt Series 2025A Bonds called for redemption in the same manner as the original redemption notice was sent, such notice of cancellation to be made at least five days prior to the date fixed for redemption. All of such Tax-Exempt Series 2025A Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Tax-Exempt Series 2025A Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2025. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Tax-Exempt Series 2025A Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Tax-Exempt Series 2025A Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Tax-Exempt Series 2025A Bond or Tax-Exempt Series 2025A Bonds at the office of the Paying Agent.

The Tax-Exempt Series 2025A Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Tax-Exempt Series 2025A Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Tax-Exempt Series 2025A Bonds shall cease to be such officer before the delivery of the Tax-Exempt Series 2025A Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Tax-Exempt Series 2025A Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Tax-Exempt Series 2025A Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Tax-Exempt Series 2025A Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Tax-Exempt Series 2025A Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 4. Notwithstanding anything above to the contrary, the Tax-Exempt Series 2025A Bonds shall be issued initially as Depository Bonds, with one fully registered Tax Exempt Series 2025A Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). On original issue, the Tax-Exempt Series 2025A Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the "Participants"). In the event that DTC determines not to continue to act as securities depository for the Tax-Exempt Series 2025A Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Tax-Exempt Series 2025A Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Tax-Exempt Series 2025A

Bonds in the form of fully registered certificates, in authorized denominations of $5,000 or integral multiples of $5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Tax-Exempt Series 2025A Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Tax-Exempt Series 2025A Bonds.

Ownership interests in the Tax-Exempt Series 2025A Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Tax-Exempt Series 2025A Bonds as nominees will not receive certificated Tax-Exempt Series 2025A Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Tax-Exempt Series 2025A Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the Tax-Exempt Series 2025A Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Tax-Exempt Series 2025A Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Tax-Exempt Series 2025A Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Tax-Exempt Series 2025A Bonds acquired. Transfers of ownership interests in the Tax-Exempt Series 2025A Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Tax-Exempt Series 2025A Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 5. The Tax-Exempt Series 2025A Bonds shall be in substantially the [provided] following form:

Section 6. The Tax-Exempt Series 2025A Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the loan proceeds ($6,827,847.15) (the "Loan Proceeds"), including net original issue premium ($407,847.55), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds ($83,372.50) shall be retained by the Purchaser as the underwriter's discount.

A portion of the Loan Proceeds ($6,698,598.28) (the "Project Proceeds") received from the sale of the Tax-Exempt Series 2025A Bonds shall be deposited in a dedicated fund (the "Project Fund"), which is hereby created, to be used for the payment of costs of the Projects and to the extent that Project Proceeds remain after the full payment of the costs of the Projects, such Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Tax-Exempt Series 2025A Bonds.

The remainder of the Loan Proceeds ($45,876.77) (the "Cost of Issuance Proceeds"), received from the sale of the Tax-Exempt Series 2025A Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Tax-Exempt Series 2025A Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance

of the Tax-Exempt Series 2025A Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Tax-Exempt Series 2025A Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Internal Revenue Code, as hereinafter defined.

Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Tax-Exempt Series 2025A Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2025, sufficient to produce the net annual sum of $485,518;

For collection in the fiscal year beginning July 1, 2026, sufficient to produce the net annual sum of $514,100;

For collection in the fiscal year beginning July 1, 2027, sufficient to produce the net annual sum of $512,600;

For collection in the fiscal year beginning July 1, 2028, sufficient to produce the net annual sum of $510,600;

For collection in the fiscal year beginning July 1, 2029, sufficient to produce the net annual sum of $513,100;

For collection in the fiscal year beginning July 1, 2030, sufficient to produce the net annual sum of $509,850;

For collection in the fiscal year beginning July 1, 2031, sufficient to produce the net annual sum of $506,100;

For collection in the fiscal year beginning July 1, 2032, sufficient to produce the net annual sum of $511,850;

For collection in the fiscal year beginning July 1, 2033, sufficient to produce the net annual sum of $511,600;

For collection in the fiscal year beginning July 1, 2034, sufficient to produce the net annual sum of $510,600;

For collection in the fiscal year beginning July 1, 2035, sufficient to produce the net annual sum of $513,850;

For collection in the fiscal year beginning July 1, 2036, sufficient to produce the net annual sum of $511,100;

For collection in the fiscal year beginning July 1, 2037, sufficient to produce the net annual sum of $512,600;

For collection in the fiscal year beginning July 1, 2038, sufficient to produce the net annual sum of $512,000;

For collection in the fiscal year beginning July 1, 2039, sufficient to produce the net annual sum of $510,800;

For collection in the fiscal year beginning July 1, 2040, sufficient to produce the net annual sum of $514,000;

For collection in the fiscal year beginning July 1, 2041, sufficient to produce the net annual sum of $506,400;

For collection in the fiscal year beginning July 1, 2042, sufficient to produce the net annual sum of $508,400; and

For collection in the fiscal year beginning July 1, 2043, sufficient to produce the net annual sum of $509,600.

Section 8. A certified copy of this resolution shall be filed with the County Auditor of Dubuque County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Tax-Exempt Series 2025A Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Tax-Exempt Series 2025A Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, including incremental property tax revenues as provided for in Section 403.19 of the Code of Iowa, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Tax-Exempt Series 2025A Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget. The City hereby reaffirms its intent to budget and appropriate incremental property tax revenues for the payment of some or all of the portion of principal of and interest on the Tax-Exempt Series 2025A Bonds attributable to the Urban Renewal Project identified in the preamble hereof.

Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 10. It is the intention of the City that interest on the Tax-Exempt Series 2025A Bonds be and remain excluded from gross income for federal income tax purposes

pursuant to the appropriate provisions of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect with respect thereto (all of the foregoing herein referred to as the "Internal Revenue Code"). In furtherance thereof, the City covenants to comply with the provisions of the Internal Revenue Code as they may from time to time be in effect or amended and further covenants to comply with the applicable future laws, regulations, published rulings and court decisions as may be necessary to insure that the interest on the Tax-Exempt Series 2025A Bonds will remain excluded from gross income for federal income tax purposes. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

Section 11. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of $1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the bonds, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Tax-Exempt Series 2025A Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 12. The Mayor and the City Clerk are authorized to execute and deliver any and all documents required by bond counsel to effectuate the purposes of this resolution and to issue the Tax-Exempt Series 2025A Bonds, including without limitation purchase agreements and closing certificates.

Section 13. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 14. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed and approved February 17, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne Breitfelder, City Clerk

**RESOLUTION NO. 66-25**

**AUTHORIZING AND APPROVING A LOAN AGREEMENT, PROVIDING FOR THE ISSUANCE OF $8,370,000 TAXABLE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2025B, AND PROVIDING FOR THE LEVY OF TAXES TO PAY THE SAME**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, heretofore proposed to enter into a loan agreement (the "Essential Purpose Loan Agreement") pursuant to the provisions of Section 384.24A of the Code of Iowa and to borrow money thereunder in a principal amount not to exceed $6,190,000 for the purpose of paying the costs, to that extent, of (a) acquiring ambulances, fire protection vehicles, a fire protection boat, EMS equipment and fire safety radios and equipment; (b) acquiring solid waste collection vehicles and equipment; (c) undertaking improvements to the municipal airport; and (d) undertaking demolition/deconstruction of a dangerous and dilapidated property (the "Essential Purpose Projects"), and pursuant to law and a notice duly published, the City Council has held a public hearing on such proposal on January 6, 2025; and

Whereas, the City also proposed to enter into a loan agreement (the "Exterior and Office Renovations Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $890,000 for the purpose of paying the costs, to that extent, of (a) acquiring and installing fire station generators; (b) undertaking fire station roof replacement and repairs; (c) undertaking fire station tuck pointing and related exterior repairs; and (d) undertaking fire department administrative office renovations (the "Exterior and Office Renovations Projects"), and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Exterior and Office Renovations Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposed to enter into a loan agreement (the "Bunk Room and Systems Improvements Loan Agreement"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $910,000 for the purpose of paying the costs, to that extent, of (a) undertaking fire

station bunk room renovations; (b) undertaking fire station mechanical and electrical systems improvements; and (c) undertaking fire station HVAC replacement (the "Bunk Room and Systems Improvements Projects"), and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Bunk Room and Systems Improvements Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposed to enter into a loan agreement (the "Fire Station Improvements Loan Agreement," and together with the Exterior and Office Renovations Loan Agreement and the Bunk Room and Systems Improvements Loan Agreement, the "General Purpose Loan Agreements"), pursuant to the provisions of Section 384.24A of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $910,000 for the purpose of paying the costs, to that extent, of (a) undertaking fire station facilities improvements; and (b) undertaking improvements to the fire department burn tower training facility (the "Fire Station Improvements Projects," and together with the Exterior and Office Renovations Projects and the Bunk Room and Systems Improvements Projects, the "General Purpose Projects"), and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Fire Station Improvements Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposes to enter into a loan agreement (the "Ice Arena Loan Agreement"), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $1,185,000 for the purpose of undertaking the Ice Arena Dehumidification Project, an authorized urban renewal project of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Ice Arena Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposed to enter into a loan agreement (the "Parking System Loan Agreement"), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $4,045,000 for the purpose of undertaking the Smart Parking System Enhancement Project and the Parking Ramp Major Maintenance Project, authorized urban renewal projects of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024 (the "Parking System Projects"), and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Parking System Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City also proposed to enter into a loan agreement (the "Federal Building Loan Agreement" and together with Ice Arena Loan Agreement and the Parking System Loan Agreement, the "Urban Renewal Loan Agreements"), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $870,000 for the purpose of undertaking the Federal Building Renovation Project and the Central Avenue Streetscape Improvements Project, authorized urban renewal projects of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024 (the "Federal Building Projects", referred to together with the Ice Arena Dehumidification Project and the Parking System Projects as the "Urban Renewal Projects," and such and such Urban Renewal Projects referred to together with the Essential Purpose Projects and the General Purpose Projects as the "Projects"), and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Federal Building Loan Agreement be submitted to the registered voters of the City; and

Whereas, pursuant to the provisions of Section 384.28 of the Code of Iowa, the City combined its authority under the Urban Renewal Loan Agreements, the Essential Purpose Loan Agreement and the General Purpose Loan Agreements into a single loan agreement (the "Loan Agreement"); and

Whereas, the City has determined to split its authority under the Loan Agreement and to enter into a tax-exempt loan agreement

(the "Tax-Exempt Series 2025A Loan Agreement) and a taxable loan agreement, (the "Taxable Series 2025B Loan Agreement"); and

Whereas, the City intends to issue Taxable General Obligation Corporate Purpose Bonds, Series 2025B (the "Taxable Series 2025B Bonds") in evidence of its obligations under the Taxable Series 2025B Loan Agreement; and

Whereas, a Preliminary Official Statement (the "P.O.S.") has been prepared by Dorsey & Whitney LLP (the "Disclosure Counsel") as bond and disclosure counsel to the City to facilitate the sale of the General Obligation Corporate Purpose Bonds, Series 2025A, such bonds to be issued in evidence of the obligation of the City under the Tax-Exempt Series 2025A Loan Agreement, and the Taxable Series 2025B Bonds, and the City has made provision for the approval of the P.O.S. and has authorized its use by Independent Public Advisors, LLC, as municipal advisor to the City; and

Whereas, pursuant to advertisement of sale, bids for the purchase of the Taxable Series 2025B Bonds to be issued in evidence of the City's obligation under the Taxable Series 2025B Loan Agreement was received and canvassed on behalf of the City at the appointed time for the payment of costs of the Projects; and

Whereas, upon final consideration of all bids, the bid of Northland Securities, Inc., Minneapolis, Minnesota (the "Purchaser"), was the best, such bid proposing the lowest interest cost to the City; and

Whereas, it is now necessary to make final provision for the approval of the Taxable Series 2025B Loan Agreement and to authorize the issuance of the Taxable Series 2025B Bonds.

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

Section 1. The City shall enter into the Taxable Series 2025B Loan Agreement with the Purchaser in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of $8,370,000 for the purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Taxable Series 2025B Loan Agreement on behalf of the City, and the Taxable Series 2025B Loan Agreement is hereby approved.

Section 2. The bid of the Purchaser referred to in the preamble hereof is hereby accepted, and the Taxable Series 2025B Bonds, in the aggregate principal amount of $8,370,000, are hereby authorized to be issued in evidence of the City's obligations under the Taxable Series 2025B Loan Agreement. The Taxable Series 2025B Bonds shall be dated March 4, 2025, shall be issued in the denomination of $5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bearing interest at the respective rates as follows:

Date-Principal-Interest Rate-Date-Principal-Interest Rate
2026-$190,000-4.300%-2036-$445,000-4.900%
2027-$295,000-4.400%-2037-$470,000-4.950%
2028-$315,000-4.450%-2038-$495,000-5.000%
2029-$330,000-4.500%-2039-$520,000-5.050%
2030-$340,000-4.550%-2041-$545,000-5.100%
2031-$355,000-4.650%-2041-$570,000-5.150%
2032-$370,000-4.700%-2042-$600,000-5.200%
2033-$390,000-4.750%-2043-$635,000-5.250%
2034-$410,000-4.800%-2044-$665,000-5.300%
2035-$430,000-4.850%---

Section 3. UMB Bank, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Taxable Series 2025B Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent." The City shall enter into an agreement (the "Registrar/Paying Agent Agreement") with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Taxable Series 2025B Bonds maturing in the years 2034 to 2044, inclusive, prior to and in any order of maturity on June 1, 2033, or on any date thereafter upon terms of par and accrued interest. If less than all of the Taxable Series 2025B Bonds of any like maturity are to be redeemed, the particular part of those Taxable Series 2025B Bonds to be redeemed shall be selected by the Registrar by lot. The Taxable Series 2025B Bonds may be called in part in one or more units of $5,000.

If less than the entire principal amount of any Taxable Series 2025B Bond in a denomination of more than $5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Taxable Series 2025B Bond, a new Taxable Series 2025B Bond or Taxable Series 2025B Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Taxable Series 2025B Bond. Notice of such redemption as aforesaid identifying the Taxable Series 2025B Bond or Taxable Series 2025B Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's

registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Taxable Series 2025B Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Taxable Series 2025B Bonds called for redemption in the same manner as the original redemption notice was sent, such notice of cancellation to be made at least five days prior to the date fixed for redemption. All of such Taxable Series 2025B Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Taxable Series 2025B Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2025. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Taxable Series 2025B Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Taxable Series 2025B Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Taxable Series 2025B Bond or Taxable Series 2025B Bonds at the office of the Paying Agent.

The Taxable Series 2025B Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Taxable Series 2025B Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Taxable Series 2025B Bonds shall cease to be such officer before the delivery of the Taxable Series 2025B Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Taxable Series 2025B Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Taxable Series 2025B Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Taxable Series 2025B Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Taxable Series 2025B Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

Section 4. Notwithstanding anything above to the contrary, the Taxable Series 2025B Bonds shall be issued initially as Depository Bonds, with one fully registered Taxable Series 2025B Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). On original issue, the Taxable Series 2025B Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the "Participants"). In the event that DTC determines not to continue to act as securities depository for the Taxable Series 2025B Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Taxable Series 2025B Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Taxable Series 2025B Bonds in the form of fully registered certificates, in authorized denominations of $5,000 or integral multiples of $5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Taxable Series 2025B Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Taxable Series 2025B Bonds.

Ownership interests in the Taxable Series 2025B Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Taxable Series 2025B Bonds as nominees will not receive certificated Taxable Series 2025B Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Taxable Series 2025B Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the Taxable Series 2025B Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Taxable Series 2025B Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Taxable Series 2025B Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Taxable Series 2025B Bonds acquired. Transfers of ownership interests in the Taxable Series 2025B Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Taxable Series 2025B Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 5. The Taxable Series 2025B Bonds shall be in substantially the [provided] form:

Section 6. The Taxable Series 2025B Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the loan proceeds ($8,370,000)(the "Loan Proceeds"), and all action heretofore taken in connection with the Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds ($53,980.85) shall be retained by the Purchaser as the underwriter's discount.

A portion of the Loan Proceeds ($8,265,623.73) (the "Project Proceeds") received from the sale of the Taxable Series 2025B Bonds shall be deposited in a dedicated fund (the "Project Fund"), which is hereby created, to be used for the payment of costs of the Projects and to the extent that Project Proceeds remain after the full payment of the costs of the Projects, such Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Taxable Series 2025B Bonds.

The remainder of the Loan Proceeds ($50,395.42) (the "Cost of Issuance Proceeds"), received from the sale of the Taxable Series 2025B Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Taxable Series 2025B Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Taxable Series 2025B Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Taxable Series 2025B Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds.

Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Taxable Series 2025B Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2025, sufficient to produce the net annual sum of $700,894;

For collection in the fiscal year beginning July 1, 2026, sufficient to produce the net annual sum of $698,288;

For collection in the fiscal year beginning

July 1, 2027, sufficient to produce the net annual sum of $705,308;

For collection in the fiscal year beginning July 1, 2028, sufficient to produce the net annual sum of $706,290;

For collection in the fiscal year beginning July 1, 2029, sufficient to produce the net annual sum of $701,440;

For collection in the fiscal year beginning July 1, 2030, sufficient to produce the net annual sum of $700,970;

For collection in the fiscal year beginning July 1, 2031, sufficient to produce the net annual sum of $699,463;

For collection in the fiscal year beginning July 1, 2032, sufficient to produce the net annual sum of $702,073;

For collection in the fiscal year beginning July 1, 2033, sufficient to produce the net annual sum of $703,548;

For collection in the fiscal year beginning July 1, 2034, sufficient to produce the net annual sum of $703,868;

For collection in the fiscal year beginning July 1, 2035, sufficient to produce the net annual sum of $698,013;

For collection in the fiscal year beginning July 1, 2036, sufficient to produce the net annual sum of $701,208;

For collection in the fiscal year beginning July 1, 2037, sufficient to produce the net annual sum of $702,943;

For collection in the fiscal year beginning July 1, 2038, sufficient to produce the net annual sum of $703,193;

For collection in the fiscal year beginning July 1, 2039, sufficient to produce the net annual sum of $701,933;

For collection in the fiscal year beginning July 1, 2040, sufficient to produce the net annual sum of $699,138;

For collection in the fiscal year beginning July 1, 2041, sufficient to produce the net annual sum of $699,783;

For collection in the fiscal year beginning July 1, 2042, sufficient to produce the net annual sum of $703,583; and

For collection in the fiscal year beginning July 1, 2043, sufficient to produce the net annual sum of $700,245.

Section 8. A certified copy of this resolution shall be filed with the County Auditor of Dubuque County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Taxable Series 2025B Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Taxable Series 2025B Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, including incremental property tax revenues as provided for in Section 403.19 of the Code of Iowa, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Taxable Series 2025B Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 7 of this Resolution, shall be reduced by the amount of such alternate funds as have been appropriated for said purpose and evidenced in the City's budget. The City hereby reaffirms its intent to budget and appropriate incremental property tax revenues for the payment of some or all of the portion of principal of and interest on the Taxable Series 2025B Bonds attributable to the Urban Renewal Projects identified in the preamble hereof.

Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 10. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of $1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the bonds, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Taxable Series 2025B Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 11. The Mayor and the City Clerk are authorized to execute and deliver any and all documents required by bond counsel to effectuate the purposes of this resolution and to issue the Taxable Series 2025B Bonds, including without limitation purchase agreements and closing certificates.

Section 12. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 13. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed and approved February 17, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne Breitfelder, City Clerk

**RESOLUTION NO. 67-25**

**AUTHORIZING AND APPROVING A LOAN AGREEMENT, PROVIDING FOR THE ISSUANCE OF $8,945,000 TAXABLE GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2025C, AND PROVIDING FOR THE LEVY OF TAXES TO PAY THE SAME**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, heretofore proposed to enter into a loan agreement (the "Taxable Series 2025C Loan Agreement"), pursuant to the provisions of Section 384.24A and 384.24.3(q) of the Code of Iowa, and to borrow money thereunder in a principal amount not to exceed $9,250,000 for the purpose of undertaking the Iowa Amphitheater on Schmitt Island Project (the "Project"), an authorized urban renewal project of the City in the Greater Downtown Urban Renewal Area approved by action of the City Council on December 16, 2024, and in lieu of calling an election upon such proposal, has published notice of the proposed action, including notice of the right to petition for an election, and has held a hearing thereon, and as of January 6, 2025, no petition had been filed with the City asking that the question of entering into the Taxable Series 2025C Loan Agreement be submitted to the registered voters of the City; and

Whereas, the City Council previously determined to enter into the Taxable Series 2025C Loan Agreement in the future and ordered that Taxable General Obligation Urban Renewal Bonds, Series 2025C (the "Taxable Series 2025C Bonds") be issued at such time, in evidence of the City's obligations thereunder; and

Whereas, a Preliminary Official Statement (the "P.O.S.") has been prepared by Dorsey & Whitney LLP (the "Disclosure Counsel") as bond and disclosure counsel to the City to facilitate the sale of the Taxable Series 2025C Bonds, such bonds to be issued in evidence of the obligation of the City under the Taxable Series 2025C Loan Agreement, and the City has made provision for the approval of the P.O.S. and has authorized its use by Independent Public Advisors, LLC, as municipal advisor to the City; and

Whereas, pursuant to advertisement of sale, bids for the purchase of the Taxable Series 2025C Bonds to be issued in evidence of the City's obligation under the Taxable Series 2025C Loan Agreement were received and canvassed on behalf of the City at the appointed time for the payment of costs of the Project; and

Whereas, upon final consideration of all bids, the bid of Northland Securities, Inc., Minneapolis, Minnesota (the "Purchaser"), was the best, such bid proposing the lowest interest cost to the City; and

Whereas, it is now necessary to make final provision for the approval of the Taxable Series 2025C Loan Agreement and to authorize the issuance of the Taxable Series 2025C Bonds;

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

Section 1. The City shall enter into the Taxable Series 2025C Loan Agreement with the Purchaser in substantially the form as has been placed on file with the City Council, providing for a loan to the City in the principal amount of $8,945,000 for the purposes set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Taxable Series 2025C Loan Agreement on behalf of the City, and the Taxable Series 2025C Loan Agreement is hereby approved.

Section 2. The bid of the Purchaser referred to in the preamble hereof is hereby accepted, and the Taxable Series 2025C Bonds, in the aggregate principal amount of $8,945,000, are hereby authorized to be issued in evidence of the City's obligations under the Taxable Series 2025C Loan Agreement. The Taxable Series 2025C Bonds shall be dated March 4, 2025, shall be issued in the denomination of $5,000 each or any integral multiple thereof and shall mature on June 1 in each of the years, in the respective principal amounts, and bearing interest at the respective rates as follows:

Date-Principal-Interest Rate-Date-Principal-Interest Rate

2029-$380,000-4.500%-2037-$560,000-4.950%
2030-$395,000-4.550%-2038-$585,000-5.000%
2031-$415,000-4.650%-2039-$615,000-5.000%
2032-$430,000-6.000%-2040-$645,000-5.000%
2033-$455,000-6.000%-2041-$680,000-5.000%
2034-$485,000-4.800%-2042-$715,000-5.125%
2035-$510,000-4.850%-2043-$750,000-5.125%
2036-$535,000-4.900%-2044-$790,000-5.125%

Section 3. UMB Bank, n.a., West Des Moines, Iowa, is hereby designated as the Registrar and Paying Agent for the Taxable Series 2025C Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent." The City shall enter into an agreement (the "Registrar/Paying Agent Agreement") with the Registrar, in substantially the form as has been placed on file with the Council; the Mayor and City Clerk are hereby authorized and directed to sign the Registrar/Paying Agent Agreement on behalf of the City; and the Registrar/Paying Agent Agreement is hereby approved.

The City reserves the right to optionally prepay part or all of the principal of the Taxable Series 2025C Bonds maturing in the years 2034 to 2044, inclusive, prior to and in any order of maturity on June 1, 2033, or on any date thereafter upon terms of par and accrued interest. If less than all of the Taxable Series 2025C Bonds of any like maturity are to be redeemed, the particular part of those Taxable Series 2025C Bonds to be redeemed shall be selected by the Registrar by lot. The Taxable Series 2025C Bonds may be called in part in one or more units of $5,000.

If less than the entire principal amount of any Taxable Series 2025C Bond in a denomination of more than $5,000 is to be redeemed, the Registrar will issue and deliver to the registered owner thereof, upon surrender of such original Taxable Series 2025C Bond, a new Taxable Series 2025C Bond or Taxable Series 2025C Bonds, in any authorized denomination, in a total aggregate principal amount equal to the unredeemed balance of the original Taxable Series 2025C Bond. Notice of such redemption as aforesaid identifying the Taxable Series 2025C Bond or Taxable Series 2025C Bonds (or portion thereof) to be redeemed shall be sent by electronic means or by certified mail to the registered owners thereof at the addresses shown on the City's registration books not less than 30 days prior to such redemption date. Any notice of redemption may contain a statement that the redemption is conditioned upon the receipt by the Paying Agent of funds on or before the date fixed for redemption sufficient to pay the redemption price of the Taxable Series 2025C Bonds so called for redemption, and that if funds are not available, such redemption shall be cancelled by written notice to the owners of the Taxable Series 2025C Bonds called for redemption in the same manner as the original redemption notice was sent, such notice of cancellation to be made at least five days prior to the date fixed for redemption. All of such Taxable Series 2025C Bonds as to which the City reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given and for the redemption of which funds are duly provided, shall cease to bear interest on the redemption date.

Accrued interest on the Taxable Series 2025C Bonds shall be payable semiannually on the first day of June and December in each year, commencing December 1, 2025. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Payment of interest on the Taxable Series 2025C Bonds shall be made to the registered owners appearing on the registration books of the City at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid to the registered owners at the addresses shown on such registration books. Principal of the Taxable Series 2025C Bonds shall be payable in lawful money of the United States of America to the registered owners or their legal representatives upon presentation and surrender of the Taxable Series 2025C Bond or Taxable Series 2025C Bonds at the office of the Paying Agent.

The Taxable Series 2025C Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered Taxable Series 2025C Bonds without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Taxable Series 2025C Bonds shall cease to be such officer before the delivery of the Taxable Series 2025C Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Taxable Series 2025C Bonds shall not be valid or become obligatory for any purpose until the Certificate of Authentication thereon shall have been signed by the Registrar.

The Taxable Series 2025C Bonds shall be fully registered as to principal and interest in the names of the owners on the registration books of the City kept by the Registrar, and after such registration, payment of the principal thereof and interest thereon shall be made only to the registered owners or their legal representatives or assigns. Each Taxable Series 2025C Bond shall be transferable only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Taxable Series 2025C Bonds shall be kept confidential as provided by Section 22.7

of the Code of Iowa.

Section 4. Notwithstanding anything above to the contrary, the Taxable Series 2025C Bonds shall be issued initially as Depository Bonds, with one fully registered Taxable Series 2025C Bond for each maturity date, in principal amounts equal to the amount of principal maturing on each such date, and registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). On original issue, the Taxable Series 2025C Bonds shall be deposited with DTC for the purpose of maintaining a book-entry system for recording the ownership interests of its participants and the transfer of those interests among its participants (the "Participants"). In the event that DTC determines not to continue to act as securities depository for the Taxable Series 2025C Bonds or the City determines not to continue the book-entry system for recording ownership interests in the Taxable Series 2025C Bonds with DTC, the City will discontinue the book-entry system with DTC. If the City does not select another qualified securities depository to replace DTC (or a successor depository) in order to continue a book-entry system, the City will register and deliver replacement Taxable Series 2025C Bonds in the form of fully registered certificates, in authorized denominations of $5,000 or integral multiples of $5,000, in accordance with instructions from Cede & Co., as nominee for DTC. In the event that the City identifies a qualified securities depository to replace DTC, the City will register and deliver replacement Taxable Series 2025C Bonds, fully registered in the name of such depository, or its nominee, in the denominations as set forth above, as reduced from time to time prior to maturity in connection with redemptions or retirements by call or payment, and in such event, such depository will then maintain the book-entry system for recording ownership interests in the Taxable Series 2025C Bonds.

Ownership interests in the Taxable Series 2025C Bonds may be purchased by or through Participants. Such Participants and the persons for whom they acquire interests in the Taxable Series 2025C Bonds as nominees will not receive certificated Taxable Series 2025C Bonds, but each such Participant will receive a credit balance in the records of DTC in the amount of such Participant's interest in the Taxable Series 2025C Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for which a Participant has an interest in the Taxable Series 2025C Bonds, as nominee, may desire to make arrangements with such Participant to have all notices of redemption or other communications of the City to DTC, which may affect such person, forwarded in writing by such Participant and to have notification made of all interest payments.

The City will have no responsibility or obligation to such Participants or the persons for whom they act as nominees with respect to payment to or providing of notice for such Participants or the persons for whom they act as nominees.

As used herein, the term "Beneficial Owner" shall hereinafter be deemed to include the person for whom the Participant acquires an interest in the Taxable Series 2025C Bonds.

DTC will receive payments from the City, to be remitted by DTC to the Participants for subsequent disbursement to the Beneficial Owners. The ownership interest of each Beneficial Owner in the Taxable Series 2025C Bonds will be recorded on the records of the Participants whose ownership interest will be recorded on a computerized book-entry system kept by DTC.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference shall only relate to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they shall be sent by the City to DTC, and DTC shall forward (or cause to be forwarded) the notices to the Participants so that the Participants can forward the same to the Beneficial Owners.

Beneficial Owners will receive written confirmations of their purchases from the Participants acting on behalf of the Beneficial Owners detailing the terms of the Taxable Series 2025C Bonds acquired. Transfers of ownership interests in the Taxable Series 2025C Bonds will be accomplished by book entries made by DTC and the Participants who act on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interest in the Taxable Series 2025C Bonds, except as specifically provided herein. Interest and principal will be paid when due by the City to DTC, then paid by DTC to the Participants and thereafter paid by the Participants to the Beneficial Owners.

Section 5. The Taxable Series 2025C Bonds shall be in substantially the [provided] form:

Section 6. The Taxable Series 2025C Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible, and thereupon they shall be delivered to the Registrar for registration, authentication and delivery to or on behalf of the Purchaser, upon receipt of the loan proceeds ($8,962,412.95) (the "Loan Proceeds"), including net premium ($17,412.95), and all action heretofore taken in connection with the Taxable Series 2025C Loan Agreement is hereby ratified and confirmed in all respects.

A portion of the Loan Proceeds ($94,034.60) shall be retained by the Purchaser as the underwriter's discount.

A portion of the Loan Proceeds ($8,817,650.54) (the "Project Proceeds") received from the sale of the Taxable Series 2025C Bonds shall be deposited in a dedicated fund (the "Project Fund"), which is hereby created, to be used for the payment of costs of the Project, and to the extent that Project Proceeds remain after the full payment of the costs of the Project, such Proceeds, shall be transferred to the Debt Service Fund for the payment of interest on the Taxable Series 2025C Bonds.

The remainder of the Loan Proceeds ($50,727.81) (the "Cost of Issuance Proceeds"), received from the sale of the Taxable Series 2025C Bonds shall be deposited in the Project Fund, and shall be used for the payment of costs of issuance of the Taxable Series 2025C Bonds, and to the extent that Cost of Issuance Proceeds remain after the full payment of the costs of issuance of the Taxable Series 2025C Bonds, such Cost of Issuance Proceeds shall be transferred to the Debt Service Fund for the payment of interest on the Taxable Series 2025C Bonds.

The City shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds.

Section 7. For the purpose of providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on the Taxable Series 2025C Bonds as the same become due, there is hereby ordered levied on all the taxable property in the City the following direct annual tax for collection in each of the following fiscal years:

For collection in the fiscal year beginning July 1, 2025, sufficient to produce the net annual sum of $560,289;

For collection in the fiscal year beginning July 1, 2026, sufficient to produce the net annual sum of $ 451,239;

For collection in the fiscal year beginning July 1, 2027, sufficient to produce the net annual sum of $ 451,239;

For collection in the fiscal year beginning July 1, 2028, sufficient to produce the net annual sum of $ 831,239;

For collection in the fiscal year beginning July 1, 2029, sufficient to produce the net annual sum of $ 829,139;

For collection in the fiscal year beginning July 1, 2030, sufficient to produce the net annual sum of $ 831,167;

For collection in the fiscal year beginning July 1, 2031, sufficient to produce the net annual sum of $ 826,869;

For collection in the fiscal year beginning July 1, 2032, sufficient to produce the net annual sum of $ 826,069;

For collection in the fiscal year beginning July 1, 2033, sufficient to produce the net annual sum of $ 828,769;

For collection in the fiscal year beginning July 1, 2034, sufficient to produce the net annual sum of $ 830,489;

For collection in the fiscal year beginning July 1, 2035, sufficient to produce the net annual sum of $ 830,754;

For collection in the fiscal year beginning July 1, 2036, sufficient to produce the net annual sum of $ 829,539;

For collection in the fiscal year beginning July 1, 2037, sufficient to produce the net annual sum of $ 826,819;

For collection in the fiscal year beginning July 1, 2038, sufficient to produce the net annual sum of $ 827,569;

For collection in the fiscal year beginning July 1, 2039, sufficient to produce the net annual sum of $ 826,819;

For collection in the fiscal year beginning July 1, 2040, sufficient to produce the net annual sum of $ 829,569;

For collection in the fiscal year beginning July 1, 2041, sufficient to produce the net annual sum of $ 830,569;

For collection in the fiscal year beginning July 1, 2042, sufficient to produce the net annual sum of $ 828,925; and

For collection in the fiscal year beginning July 1, 2043, sufficient to produce the net annual sum of $ 830,488.

Section 8. A certified copy of this resolution shall be filed with the County Auditor of Dubuque County, and the County Auditor is hereby instructed to enter for collection and assess the tax hereby authorized. When annually entering such taxes for collection, the County Auditor shall include the same as a part of the tax levy for Debt Service Fund purposes of the City and when collected, the proceeds of the taxes shall be converted into the Debt Service Fund of the City and set aside therein as a special account to be used solely and only for the payment of the principal of and interest on the Taxable Series 2025C Bonds hereby authorized and for no other purpose whatsoever.

Pursuant to the provisions of Section 76.4 of the Code of Iowa, each year while the Taxable Series 2025C Bonds remain outstanding and unpaid, any funds of the City which may lawfully be applied for such purpose, including incremental property tax revenues as provided for in Section 403.19 of the Code of Iowa, may be appropriated, budgeted and, if received, used for the payment of the principal of and interest on the Taxable Series 2025C Bonds as the same become due, and if so appropriated, the taxes for any given fiscal year as provided for in Section 7 of this Resolution, shall be reduced by the amount of such

alternate funds as have been appropriated for said purpose and evidenced in the City's budget. The City hereby reaffirms its intent to budget and appropriate incremental property tax revenues for the payment of some or all of the portion of principal of and interest on the Taxable Series 2025C Bonds attributable to the Project identified in the preamble hereof.

Section 9. The interest or principal and both of them falling due in any year or years shall, if necessary, be paid promptly from current funds on hand in advance of taxes levied and when the taxes shall have been collected, reimbursement shall be made to such current funds in the sum thus advanced.

Section 10. It is the intention of the City that the interest on the Taxable Series 2025C Bonds be and remain exempt from the taxes imposed by Subchapter II (Personal Net Income Tax) and Subchapter III (Business Tax on Corporations) of Chapter 422 of the Code of Iowa, as amended. The City hereby declares that the Taxable Series 2025C Bonds are being issued solely for the urban renewal purposes of the City pursuant to the authority granted in Section 403.12 of the Code of Iowa and under the urban renewal plan for the Greater Downtown Urban Renewal Area. Furthermore, the City covenants to use the proceeds from the issuance of the Taxable Series 2025C Bonds strictly for the carrying out of urban renewal projects in the Greater Downtown Urban Renewal Area as set forth in the preamble hereof.

Section 11. The Securities and Exchange Commission (the "SEC") has promulgated certain amendments to Rule 15c2-12 under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule") that make it unlawful for an underwriter to participate in the primary offering of municipal securities in a principal amount of $1,000,000 or more unless, before submitting a bid or entering into a purchase contract for the bonds, an underwriter has reasonably determined that the issuer or an obligated person has undertaken in writing for the benefit of the bondholders to provide certain disclosure information to prescribed information repositories on a continuing basis or unless and to the extent the offering is exempt from the requirements of the Rule.

On the date of issuance and delivery of the Taxable Series 2025C Bonds, the City will execute and deliver a Continuing Disclosure Certificate pursuant to which the City will undertake to comply with the Rule. The City covenants and agrees that it will comply with and carry out the provisions of the Continuing Disclosure Certificate. Any and all of the officers of the City are hereby authorized and directed to take any and all actions as may be necessary to comply with the Rule and the Continuing Disclosure Certificate.

Section 12. The Mayor and the City Clerk are authorized to execute and deliver any and all documents required by bond counsel to effectuate the purposes of this resolution and to issue the Taxable Series 2025C Bonds, including without limitation purchase agreements and closing certificates.

Section 13. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 14. This resolution shall be in full force and effect immediately upon its approval and adoption, as provided by law.

Passed and approved February 17, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne Breitfelder, City Clerk

3. Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) - Award Public Improvement Construction Contract: Motion by Roussell to receive and file the documents and adopt Resolution No. 68-25 Awarding Public Improvement Construction Contract for The Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin). Seconded by Jones. The City Council expressed appreciation to the city's federal partners in ensuring the city received previously committed federal funds for this project. Motion carried 7-0.

**RESOLUTION NO. 68-25**
**AWARDING PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT FOR THE DUBUQUE GATE & PUMP STATION FLOOD MITIGATION (16TH ST DETENTION BASIN)**

Whereas, sealed proposals have been submitted by contractors for the Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin), (the Project) pursuant to Resolution No. 410-24 and Notice to Bidders published on the City of Dubuque, Iowa website, Iowa League of Cities Website, and Master Builders/Construction Update plan room service with statewide circulation on the 17th day of December 2024; and

Whereas, said sealed proposals were opened and read on the 28th day of January 2025 and it has been determined that Portzen Construction, Inc. of Dubuque, Iowa, in the bid amount of $26,557,106.00, is the lowest responsive, responsible bidder for the Project.

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

Section 1. That a Public Improvement Contract for the Project is hereby awarded to Portzen Construction, Inc. and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, approved, and adopted this 17th day of February 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

4. 2025 Healthy Homes Production Grant Award: Motion by Roussell to receive and file the documents and adopt Resolution No. 69-25 Retroactively Authorizing the Filing of a HUD-1044 Assistance Award for the Healthy Homes Production Grant with the United States Department of Housing and Urban Development. Seconded by Wethal. City Council Members emphasized the significance of the grant. Motion carried 7-0.

**RESOLUTION NO. 69-25**
**RETROACTIVELY AUTHORIZING THE FILING OF A HUD-1044 ASSISTANCE AWARD FOR THE HEALTHY HOMES PRODUCTION GRANT WITH THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Whereas, applications for certifications, funding, and grants are set by outside entities and outside the control of the City; and

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

Whereas, the City was provided the Healthy Homes Production HUD-1044 Assistance Award from the U.S. Department of Housing and Urban Development on February 5, 2025, with a deadline of February 6, 2025; and

Whereas, the City Manager signed the form and seeks retroactive approval of the HUD-1044 Assistance Award from the City Council.

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

Section 1. The Healthy Homes Production HUD-1044 Assistance Award submitted to the United States Department of Housing and Urban Development is approved retroactive to February 6, 2025.

Passed, approved and adopted this 17th day of February 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. 2025 Older Adult Home Modification Grant Award: Motion by Roussell to receive and file the documents and adopt Resolution No. 70-25 Retroactively Authorizing the Filing of a HUD-1044 Assistance Award for the Older Adult Home Modification Grant with the United States Department of Housing and Urban Development. Seconded by Wethal. City Council Members summarized the positive impacts of the grant program on its recipients. Motion carried 7-0.

**RESOLUTION NO. 70-25**
**RETROACTIVELY AUTHORIZING THE FILING OF A HUD-1044 ASSISTANCE AWARD FOR THE OLDER ADULT HOME MODIFICATION GRANT WITH THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Whereas, applications for certifications, funding, and grants are set by outside entities and outside the control of the City; and

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

Whereas, the City was provided the Older Adult Home Modification Grant HUD-1044 Assistance Award from the U.S. Department of Housing and Urban Development on February 6, 2025, with a deadline of February 7, 2025; and

Whereas, the City Manager signed the form and seeks retroactive approval of the HUD-1044 Assistance Award from the City Council.

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

Section 1. The Older Adult Home Modification Grant HUD-1044 Assistance Award submitted to the United States Department of Housing and Urban Development is approved retroactive to February 6, 2025.

Passed, approved and adopted this 17th day of February 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

6. Departmental Name Changes, Code of Ordinances Updates: Motion by Resnick to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. Motion carried 7-0.

Motion by Resnick for final consideration and passage of Ordinance No. 5-25 Amending City of Dubuque Code of Ordinances: • Title 2 Boards and Commissions, Chapter 4 Civic Center Advisory Commission, Section 2-4-2 Purpose • Title 9, Motor Vehicles and Traffic, Chapter 7 Operation, Division 3 Operation of Motorcycles and Motorized Bicycles, Section 9-7-321.275a Use of Bicycles, Motorcycles in Parks • Title 10 Public Ways and Property, Chapter 5 Parks and Recreation, Article B Use Regulations, Section 10-5b-1 Definitions • Title 10 Public Ways and Property, Chapter 5 Parks And Recreation, Article B Use Regulations, Section 10-5b-3 Horsedrawn Vehicles, Riding of Animals Restricted • Title 10 Public Ways and Property, Chapter 5 Parks and Recreation, Article B Use Regulations, Section 10-5b-16 Meetings

and Gatherings • Title 10 Public Ways and Property, Chapter 5 Parks and Recreation, Article B Use Regulations, Section 10-5b-22 Open Season and Hours Generally; and Ordinance No. 6-25 Amending City of Dubuque Code of Ordinances: • Title 1 Administration, Chapter 7 City Officers and Employees, Section 1-7-1 Bonds of Officers and Employees • Title 2 Boards and Commissions, Chapter 3 Investment Oversight Advisory Commission, Section 2-3-13 Powers • Title 2 Boards and Commissions, Chapter 3 Investment Oversight Advisory Commission, Section 2-3- 14 Reports Provided • Title 12 Airport, Chapter 4 Airport Commission, Section 12- 4-13 Powers • Title 13 Public Utilities, Chapter 4 Stormwater Management, Section 13-4-13 Expenses of Collection of Charges. Seconded by Farber. Motion carried 7-0.

**ORDINANCE NO. 5-25**

**AMENDING CITY OF DUBUQUE CODE OF ORDINANCES: TITLE 2 BOARDS AND COMMISSIONS, CHAPTER 4 CIVIC CENTER ADVISORY COMMISSION, SECTION 2-4-2 PURPOSE, TITLE 9, MOTOR VEHICLES AND TRAFFIC, CHAPTER 7 OPERATION, DIVISION 3 OPERATION OF MOTORCYCLES AND MOTORIZED BICYCLES, SECTION 9-7-321.275A USE OF BICYCLES, MOTORCYCLES IN PARKS, TITLE 10 PUBLIC WAYS AND PROPERTY, CHAPTER 5 PARKS AND RECREATION, ARTICLE B USE REGULATIONS, SECTION 10-5B-1 DEFINITIONS, TITLE 10 PUBLIC WAYS AND PROPERTY, CHAPTER 5 PARKS AND RECREATION, ARTICLE B USE REGULATIONS, SECTION 10-5B-3 HORSEDRAWN VEHICLES, RIDING OF ANIMALS RESTRICTED, TITLE 10 PUBLIC WAYS AND PROPERTY, CHAPTER 5 PARKS AND RECREATION, ARTICLE B USE REGULATIONS, SECTION 10-5B-16 MEETINGS AND GATHERINGS, TITLE 10 PUBLIC WAYS AND PROPERTY, CHAPTER 5 PARKS AND RECREATION, ARTICLE B USE REGULATIONS, SECTION 10-5B-22 OPEN SEASON AND HOURS GENERALLY**

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

Section 1. Section 2-4-2 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

2-4-2: PURPOSE: The purpose of the commission is to advise the parks and recreation department, the city manager, and the city council and to make recommendations for the optimum utilization of the civic center facility by the widest possible range of users and uses to respond to community needs and demands at the least possible cost to the city.

Section 2. Section 9-7-321.275A of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

9-7-321.275A: USE OF BICYCLES, MOTORCYCLES IN PARKS:

. . . .

E. It shall be unlawful for any car, truck, motorcycle, or any other type of motorized vehicle to drive on and/or park on any grass area, sidewalk, or trail in any park, recreation facility, or trail except with the express permission of the parks and recreation director's designee.

. . . .

Section 3. Section 10-5B-1 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

10-5B-1: DEFINITIONS:

As used in this article, the following terms shall have the following meanings:

. . . .

PARKS AND RECREATION DIRECTOR: Parks and Recreation Director or Parks and Recreation Director's designee.

. . . .

Section 4. Section 10-5B-3 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

10-5B-3: HORSEDRAWN VEHICLES, RIDING OF ANIMALS RESTRICTED:

Horsedrawn vehicles or the riding of horses or any other domesticated animals used for such purposes is prohibited in any park, parkway, trail, or open space unless permission is granted by the Parks and Recreation Director and thereafter authorized through the issuance of a City special events permit under chapter 4 of this title.

Section 5. Section 10-5B-16 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

10-5B-16: MEETINGS AND GATHERINGS:

Parks, parkways, trails, open spaces, or portions thereof, are available for reservation for group gatherings during the open park season by contacting the Parks and Recreation Department Office. Such reservations can be made twenty-three (23) months in advance. Parks, parkways, trails, open spaces, or portions thereof, shall be cleaned up after use by the party reserving the same. Litter, cans, paper, waste and refuse shall be deposited in receptacles provided therefor.

Section 6. Section 10-5B-22 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

10-5B-22: OPEN SEASON AND HOURS GENERALLY:

. . . .

H. The following parks, parkways, trails, open spaces, and park and recreation facilities will be open for use by the public from

seven o'clock (7:00) A.M. to ten o'clock (10:00) P.M. daily, unless alternate/extended times/hours have been approved by the Parks and Recreation Director, through a special events permit or conditions of a City rental reservation:

. . . .

Section 7. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 17th day of February 2025.

Brad Cavanagh, Mayor

Attest: Adrienne Breitfelder, City Clerk

**ORDINANCE NO. 6-25**

**AMENDING CITY OF DUBUQUE CODE OF ORDINANCES: TITLE 1 ADMINISTRATION, CHAPTER 7 CITY OFFICERS AND EMPLOYEES, SECTION 1-7-1 BONDS OF OFFICERS AND EMPLOYEES, TITLE 2 BOARDS AND COMMISSIONS, CHAPTER 3 INVESTMENT OVERSIGHT ADVISORY COMMISSION, SECTION 2-3-13 POWERS, TITLE 2 BOARDS AND COMMISSIONS, CHAPTER 3 INVESTMENT OVERSIGHT ADVISORY COMMISSION, SECTION 2-3-14 REPORTS PROVIDED, TITLE 12 AIRPORT, CHAPTER 4 AIRPORT COMMISSION, SECTION 12-4-13 POWERS, TITLE 13 PUBLIC UTILITIES, CHAPTER 4 STORMWATER MANAGEMENT, SECTION 13-4-13 EXPENSES OF COLLECTION OF CHARGES**

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

Section 1. Section 1-7-1 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

1-7-1: BONDS OF OFFICERS AND EMPLOYEES:

A. Certain Officers: The following officers of the city shall give official bonds in the following penal sums, the premium being paid by the city, in the form set forth in section 64.2 of the code of Iowa:

City Manager, $1,000,000.00
Chief Financial Officer, 1,000,000.00
City Treasurer, 1,000,000.00

. . . .

Section 2. Section 2-3-13 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

2-3-13: POWERS: The commission has the following powers, duties, and responsibilities:

A. To review the actions and decisions of the Chief Financial Officer and the city's money managers for compliance with the city's investment policy and report any noncompliance to the city council;

. . . .

Section 3. Section 2-3-14 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

2-3-14: REPORTS PROVIDED: The Chief Financial Officer must provide the commission with monthly, quarterly, and annual reports prepared by the Chief Financial Officer and the city's financial advisors.

Section 4. Section 12-4-13 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

12-4-13: POWERS:

. . . .

B. All funds derived from taxation or otherwise for airport purposes are under the control of the commission for the purposes of management, operation, and control of the airport and must be deposited with the Chief Financial Officer to the credit of the commission and must be disbursed only on the written warrant or order of the commission including the payment of all indebtedness arising from the acquisition and construction of airports and the maintenance, operation, and extension thereof.

Section 5. Section 13-4-13 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

13-4-13: EXPENSES OF COLLECTION OF CHARGES: The incremental cost of collecting and accounting for all stormwater management charges, including reasonable compensation to the city treasurer; the maintenance of all books and records; the employment of necessary personnel; the cost of all books, records, materials and supplies; the obtaining and maintaining of all office and storage space; and all other costs and expenses reasonably necessary in connection therewith or incidental thereto, shall be a part of the cost of operating the stormwater utility and shall be incurred when the city treasurer, in the exercise of his or her judgment, shall so determine. The incremental cost thereof shall be deducted by the Chief Financial Officer, upon his or her certification as to the amount thereof, from the remittance to which it relates, subject to the condition that any proposed change in any method of computing such incremental cost may be effective prospectively only and only after such proposed change shall have been submitted to and approved by the city council.

Section 6. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 17th day of February 2025.

Brad Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

7. Work Session Request: Public Presentation of the Sports Complex Feasibility Study: Motion by Wethal to receive and file the documents and schedule the work session for 5:15 p.m. on March 17, 2025. Seconded by Jones. Motion carried 7-0.

**COUNCIL MEMBER REPORTS**

Roussell reported on attending a recent performance of the Dubuque Symphony Orchestra and congratulated Maestro William Intriligator on recently receiving the Telegraph Herald's First Citizen award. Roussell also shared that she recently met with Wanderwood Gardens Director Jared McGovern to learn about progress on the gardens and attended the Dubuque County business competition.

Wethal reported on attending the Battle for the Bluff Rodeo.

Farber reported on also attending a Dubuque Symphony Orchestra performance and an Information Technology and Communications (ITC) Committee meeting for the National League of Cities (NLC)

Jones reported on attending the Regional Emergency Medical Training Center's annual fundraiser.

Resnick reported on the upcoming jazz festival hosted by Dubuque Community School District.

Cavanagh reported on the winter arts snow sculpting festival, upcoming travel to Des Moines to meet with state legislators, the upcoming Local Leaders Day, and planned trips to Washington, D.C., and Quebec, where he will speak about the Bee Branch project.

**CLOSED SESSION**

Motion by Jones to convene in closed session at 8:22 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Resnick. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 9:27 p.m. stating that staff had been given proper direction.

**ADJOURNMENT**

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:27 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA
# CITY COUNCIL PROCEEDINGS
# SPECIAL SESSION
# OFFICIAL

The Dubuque City Council met in special session at 5:15 p.m. on March 3, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of setting a public hearing for the proposed fiscal year 2026 property tax rate.

**ITEMS SET FOR PUBLIC HEARING**

1. Set Public Hearing for Proposed Fiscal Year 2026 Tax Rate and Dollars and Taxpayer Statements: Motion by Farber to receive and file the documents, adopt Resolution No. 70-25-A Setting a Public Hearing on the Proposed Fiscal Year 2026 Tax Rate and Dollars and Taxpayer Statements, and set the public hearing for March 25, 2025. Seconded by Sprank. Van Milligen gave a presentation and, in response to questions, stated that this year the city is sharing all improvement package requests during the initial recommendation. Chief Financial Officer Jenny Larson addressed a question regarding other expenses and revenues not included in the presentation, such as employee wage increases. Van Milligen confirmed that $14.31 is the maximum property tax rate the city could request under state-established limitations. City Council Members voiced concerns about state-mandated tax rate notifications, noting that Dubuque properties were not reassessed last year and therefore were not applicable to the assumed 10% property valuation increase by the Iowa Department of Management. Council Members expressed concerns that these state-issued notifications could lead to misinformation. When asked whether the city could mail a notification explaining the taxpayer statement mailer, Van Milligen estimated a cost of $10,000 for printing and mailing. Instead, the city plans to share information via its website and social media. Van Milligen also summarized the budgeting process, emphasizing the need to balance City Council's goals and priorities while minimizing the financial burden on residents. Council Members supported the recommendation and voiced concerns about unprecedented federal-level processes affecting grant funding and their potential impact on the city. Motion carried 7-0.

**RESOLUTION NO. 70-25-A**
**SETTING A PUBLIC HEARING ON THE PROPOSED FISCAL YEAR 2026 TAX RATE AND DOLLARS AND TAXPAYER STATEMENTS**

Whereas, pursuant to State of Iowa Section 24.2A (4)(a) as adopted by Iowa HF718, the City of Dubuque is required to hold a public hearing to consider the proposed Fiscal Year 2026 city tax rate and dollars and taxpayer statements; and

Whereas, the notice of hearing must be published not less than 10 days and not more than 20 days prior to the date of the hearing; and

Whereas, at said hearing, the City Council is required to review the proposed tax notice for the Fiscal Year 2026 Tax Rate and Dollars and Taxpayer Statements.

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

Section 1. The Dubuque City Council will conduct a public hearing on March 25, 2025, at 6:30 p.m. at City Council Chambers, 350 W 6th St. and virtually.

Section 2. The Chief Financial Officer is hereby directed to prepare a Notice of Public Hearing on the proposed Fiscal Year City Property Tax Levy with the required information pursuant to Section 24.2A (4)(a) as adopted by Iowa HF718.

Section 3. The City Clerk is hereby directed to publish the notice of public hearing pursuant to Section 24.2A (4)(a) as adopted by Iowa HF718.

Passed, adopted and approved this 3rd day of March 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**ADJOURNMENT**

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:13 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS REGULAR SESSION OFFICIAL

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

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

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

**PLEDGE OF ALLEGIANCE**

**PROCLAMATIONS**

The issuance of the first proclamation was temporarily paused due to an altercation between police and Austin Goodman outside the Council Chambers, during which police arrested Mr. Goodman.

1. Irish American Heritage Month (March 2025) was accepted by Jerry Feeney and Vicki Leonard on behalf of the Ancient Order of Hibernians Dubuque County Division #2 and the Lady Ancient Order of Hibernians Dubuque County Division #1.

2. Dubuque's Read Across America Week (March 2 - 8, 2025) was accepted by Beth McGorry on behalf of St. Mark Youth Enrichment.

3. AmeriCorps Week (March 9 - 15, 2025) was accepted by Green Iowa AmeriCorps Climate Action Activator Jessica Anderschau on behalf of the City of Dubuque AmeriCorps Program & Green Iowa AmeriCorps members.

4. Honeybee Day (March 26, 2025) was accepted by HR Cook on behalf of the Iowa Honey Producers Association and Swiss Valley Bee Club.

**CONSENT ITEMS**

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

1. Minutes and Reports Submitted: City Council Proceedings of February 17, 2025; Community Development Advisory Commission of January 15, 2025; Historic Preservation Commission of January 16, 2025; Library Board of Trustees Update of January 23, 2025; Park and Recreation Commission of January 14, 2025; Proof of Publication for City Council Proceedings of February 3, 2025. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Samantha Duehr for vehicle damage; Alan Feldmann for personal injury; Madeline and Paul Haverland for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Gerald Breitbach for vehicle damage; Samantha Duehr for vehicle damage; Alan Feldmann for personal injury; Madeline and Paul Haverland for vehicle damage; Robert Hochrein for vehicle damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 71-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 71-25**
**AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

Whereas, Section 1-7-7(E) of the Municipal Code of the City of Dubuque provides that the Finance Director-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 142-18 adopted May 7, 2018, 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.

Passed, approved, and adopted this 3rd day of March 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Maturity Extensions of Sewer Revenue Capital Loan Notes (Interim Financing) State Revolving Fund Planning and Design Loans: Upon motion the documents were received and filed, and Resolution No. 72-25 Extending the maturity date of the City's Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2021 was adopted.

**RESOLUTION NO. 72-25**
**EXTENDING THE MATURITY DATE OF THE CITY'S SEWER REVENUE CAPITAL LOAN NOTES ANTICIPATION PROJECT NOTE, SERIES 2021**

Whereas, the City Council of the City of Dubuque, Iowa (the "City"), has previously authorized the issuance of its Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2021, in a principal amount not to exceed $290,000 (the "Project Note") to the Iowa Finance Authority, as lender (the "Lender"), for the purpose of paying the cost, to that extent, of planning and designing improvements and extensions to the Municipal Sanitary Sewer System (the "Utility") of the City; and

Whereas, the City intended to refund the Project Note by its scheduled maturity date on September 24, 2024, through the issuance of bonds or notes, but refunding proceeds were not yet available to the City; and

Whereas, the Lender has agreed to extend the maturity date of the Project Note to September 24, 2026, on the terms hereinafter set out.

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

Section 1. The maturity date of the Project Note is hereby extended to September 24, 2026, and the Project Note shall continue to bear interest at the rate of 0% per annum from the date hereof to its maturity.

Section 2. The City Council hereby reserves the right to prepay principal of the Project Note in whole or in part at any time prior to the maturity thereof with accrued interest to the date of such payment.

Section 3. The Mayor and City Clerk are hereby authorized and directed to enter into whatever legal documents are required by the Lender to effectuate the provisions of this resolution.

Section 4. All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed, to the extent of such conflict.

Passed, approved, and adopted this 3rd day of March 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

6. Amended and Restated Policies and Procedures Regarding Municipal Securities Disclosure: Upon motion the documents were received and filed, and Resolution No. 73-25 Authorizing Adoption of Amended and Restated Policies and Procedures Regarding Municipal Securities Disclosure was adopted.

**RESOLUTION NO. 73-25**
**AUTHORIZING ADOPTION OF AMENDED AND RESTATED POLICIES AND PROCEDURES REGARDING MUNICIPAL SECURITIES DISCLOSURE**

Whereas, pursuant to the laws of the State of Iowa, the City of Dubuque, Iowa (the "City") has publicly offered, and likely will issue and publicly offer in the future, its notes, bonds or other obligations (the "Bonds"); and

Whereas, in January of 2015, the City adopted certain Policies and Procedures Regarding Municipal Securities Disclosure (the "Original Disclosure Policy") to be followed in connection with the issuance and on-going administration of publicly offered Bonds; and

Whereas, as a result of certain changes in federal law, the City deems it necessary and desirable to amend and restate the Original Disclosure Policy; and

Whereas, the proposed Amended and Restated Policies and Procedures Regarding Municipal Securities Disclosure are attached hereto as Exhibit A (the "Disclosure Policies and Procedures").

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

Section 1. The Disclosure Policies and Procedures attached hereto as Exhibit A are hereby adopted and shall be dated as of the date hereof.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed, approved, and adopted this 3rd day of March 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

7. Hy-Vee, Inc. 2023 Property Tax Appeal Stipulation of Settlement Approval Senior Counsel recommended approval of the Stipulation of Settlement for a 2023 property tax appeal filed by Hy-Vee, Inc. for their property located at Parcel No. 1017476005. Upon motion the documents were received, filed, and approved.

8. Bee Branch Creek Trail Project – Phase 1 Project: Upon motion the documents were received and filed, and Resolution No. 74-25 Accepting the Bee Branch Creek Trail Project – Phase 1 - Iowa DOT Project TAP-U-2100-697-8I-31 and Authorizing the Payment of the Contract Amount to the Contractor was adopted.

**RESOLUTION NO. 74-25**
**ACCEPTING THE BEE BRANCH CREEK TRAIL PROJECT – PHASE 1 - Iowa DOT Project TAP-U-2100-697-8I-31 AND AUTHORIZING THE PAYMENT OF THE CONTRACT AMOUNT TO THE CONTRACTOR**

Whereas, the Public Improvement Contract for the Bee Branch Creek Trail Project – Phase 1 - Iowa DOT Project TAP-U-2100-697-8I-31 (the Project) has been completed by the contractor, Tschiggfrie Excavating (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 $694,213.21; and

Whereas, the Contractor has previously been paid $673,386.81, leaving a balance of $20,826.40; 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 Director of Finance and Budget is hereby directed to pay the balance of the retainage of $20,826.40 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 3rd day of March 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

9. Historic Preservation Commission (HPC) Certified Local Government (CLG) Annual Report for 2024 and HPC Annual Work Plan for 2025: Upon motion the documents were received, filed, and approved.

10. March/April 2025 City News Newsletter: Upon motion the documents were received and filed.

11. Partners for Places Grant - Community Foundation of Greater Dubuque Partnership: City Attorney recommended City Council approval to submit a letter of support to Partners for Places regarding a City partnership with the Community Foundation of Greater and Dubuque Energy District on a project called "Community Action for Energy-Efficient and Sustainable Living." Upon motion the documents were received, filed, and approved.

12. First Amendment to Development Agreement by and between the City of Dubuque and Limestone Legacy LLC: Upon motion the documents were received and filed, and Resolution No. 75-25 Approving the First Amendment to Development Agreement by and between the city of Dubuque, Iowa and Limestone Legacy LLC was adopted.

**RESOLUTION NO. 75-25**
**APPROVING THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND LIMESTONE LEGACY LLC**

Whereas, the City of Dubuque (City) and Limestone Legacy (Developer) entered into a Development Agreement dated December 2, 2024; and

Whereas, City and Developer desire to amend the Development Agreement as set forth in the attached First Amendment to Development Agreement.

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

Section 1. The First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Limestone Legacy LLC, a copy of which is attached hereto, is hereby approved.

Section 2. The Mayor is hereby authorized and directed to execute the First Amendment to Development Agreement on behalf of the City of Dubuque.

Section 3. The City Manager is authorized to take such actions as are necessary to comply with the terms of the First Amendment to Development Agreement as herein approved.

Passed, approved, and adopted this 3rd day of March 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

13. Signed Contract(s): Farm 6941 (Chavenelle Road) Lease; Farm 6960 (Humke Road) Lease; FDR Farm Lease; North English Road Farm Lease; Termination Agreement with Hawks Goodmann & Associates, replaced by Independent Contractor Agreement with THG Consultants (Teri Hawks Goodmann). Upon motion the documents were received and filed.

14. Improvement Contracts / Performance, Payment, and Maintenance Bonds: Portzen Construction, Inc. for the Dubuque Gate & Pump Station Flood Mitigation (16th St. Detention Basin) Project. Upon motion the documents were received, filed, and approved.

15. Equitable Community Grant Award Recommendation: Upon motion the documents were received and filed, and Resolution No. 76-25 Awarding Equitable Community Grant to Dubuque Visiting Nurse Association and Resolution No. 77-25 Awarding Equitable Community Grant to Afriwell Hub, Inc were adopted.

**RESOLUTION NO. 76-25**
**AWARDING EQUITABLE COMMUNITY GRANT TO DUBUQUE VISITING NURSE ASSOCIATION**

Whereas, the City Council adopts goals on an annual basis; and

Whereas, the City Council in 2022 established a five-year goal of “Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable;” and

Whereas, the City Council stated in their vision statement that “Dubuque 2038 is a sustainable and resilient city, an inclusive and equitable community where ALL are welcome;” and

Whereas, the City Council mission statement that Dubuque city government’s mission is to “deliver excellent municipal services that support urban living; contribute to an equitable, sustainable city; plan for the community’s future; and facilitate access to critical human services;” and

Whereas, the Equitable Community Grant meets the needs of the Dubuque's vision for an equitable community; and

Whereas, efforts which address an Equitable Dubuque principle and offer 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 recipient shall use grant funds to provide educational material, and purchase portable Pack 'n Play cribs and sleep sacks; and

Whereas, the grant recipient shall work with a diverse population of Marshallese and Hispanic families to improve safe sleep and play for infants with the intention of reducing the risk of SIDS.; and

Whereas, the City Council believes it is in the best interest of the City of Dubuque to strive for an equitable community for all residents.

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

Section 1. The city Council hereby awards an Equitable Community Grant to Dubuque Visiting Nurse Association.

Section 2. The City Manager or his designee shall enter into a grant agreement with Dubuque Visiting Nurse Association and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved, and adopted this 3rd day of March 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. 77-25**
**AWARDING EQUITABLE COMMUNITY GRANT TO AFRIWELL HUB, INC**

Whereas, the City Council adopts goals on an annual basis; and

Whereas, the City Council in 2022 established a five year goal of "Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable;" and

Whereas, the City Council stated in their vision statement that "Dubuque 2038 is a sustainable and resilient city, an inclusive and equitable community where ALL are welcome;" and

Whereas, the City Council mission statement that Dubuque city government's mission is to "deliver excellent municipal services that support urban living; contribute to an equitable, sustainable city; plan for the community's future; and facilitate access to critical human services;" and

Whereas, the Equitable Community Grant meets the needs of the Dubuque's vision for an equitable community; and

Whereas, efforts which address an Equitable Dubuque principle and offer 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 recipient shall use grant funds to fund an African Vibes event, covering venue setup, artist fees, marketing, and materials for workshops and exhibits; and

Whereas, the grant recipient shall will celebrate African culture through music,

storytelling, dance, and food, fostering inclusivity and cultural exchange while engaging the Dubuque community in a meaningful cultural experience; and

Whereas, the City Council believes it is in the best interest of the City of Dubuque to strive for an equitable community for all residents.

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

Section 1. The city Council hereby awards an Equitable Community Grant to AFRIWELL HUB, INC.

Section 2. The City Manager or his designee shall enter into a grant agreement with AFRIWELL HUB, INC and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved, and adopted this 3rd day of March 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

16. Federal Transit Administration - Opinion of Counsel: City Attorney recommended City Council adopt the resolution authorizing the City of Dubuque to apply for Federal Transit Administration (FTA) funding and that the City Attorney be authorized to send the opinion letter to the FTA. Upon motion the documents were received and filed, and Resolution No. 78-25 Authorizing the Filing of Applications with the Federal Transit Administration, an Operating Administration of the United States Department of Transportation, for Federal Transportation Assistance Authorized By 49 U.S.C. Chapter 53, Title 23 United States Code, and Other Federal Statutes Administered by the Federal Transit Administration was adopted.

**RESOLUTION NO. 78-25**
**AUTHORIZING THE FILING OF APPLICATIONS WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION**

**ASSISTANCE AUTHORIZED BY 49 U.S.C. CHAPTER 53, TITLE 23 UNITED STATES CODE, AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION**

Whereas, the Federal Transportation Administrator has delegated authority to award Federal financial assistance for transportation projects; and

Whereas, the grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the Applicant, and may require the Applicant to provide the local share of the project cost; and

Whereas, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project.

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

Section 1. The Mayor or the Mayor's designee is authorized to execute and file an application for Federal assistance on behalf of the City of Dubuque/The Jule with the Federal Transit Administration for Federal assistance authorized by 49 U.S.C. chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration.

Section 2. The Mayor of the City of Dubuque or the Mayor's designee is authorized to execute said grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Dubuque/The Jule.

Section 3. The Mayor or the Mayor's designee is authorized to execute and file the annual certifications and assurances and any other documents with its grant application as required by the Federal Transportation Administration in connection with a Federal assistance grant or cooperative agreement.

Section 4. The City Clerk is authorized and directed to attest the required signatures.

Passed, approved, and adopted this 3rd of March 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**ITEMS SET FOR PUBLIC HEARING**

Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Sprank. Motion carried 7-0.

1. Setting Public Hearing for a Proposed Development Agreement between the City of Dubuque, Iowa and Gronen Development, Inc.: Upon motion the documents were received and filed and Resolution No. 79-25 Intent to Dispose of an Interest in city of Dubuque Real Estate by Sale to Gronen Development, Inc. Pursuant to a Development Agreement by and between the city of Dubuque and Gronen Development, Inc. and fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on the Development Agreement Including the Proposed Issuance of Urban Renewal Tax Increment Revenue Grant Obligations to Gronen Development, Inc. and Providing for the Publication of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on March 17, 2025, in the Historic Federal Building.

**RESOLUTION NO. 79-25**

**INTENT TO DISPOSE OF AN INTEREST IN CITY OF DUBUQUE REAL ESTATE BY SALE TO GRONEN DEVELOPMENT, INC. PURSUANT TO A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND GRONEN DEVELOPMENT, INC. AND FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON THE DEVELOPMENT AGREEMENT INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE GRANT OBLIGATIONS TO GRONEN DEVELOPMENT, INC. AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF**

Whereas, the City of Dubuque, Iowa (City) is the owner of the following described real property:

BLK 17 Dubuque Downtown Plaza (the Property); and

Whereas, City, and Gronen Development, Inc. have entered into a Development Agreement, subject to the approval of the City Council, pursuant to which City will convey the Property to Gronen Development, Inc., and Gronen Development, Inc. will construct on the Property certain Improvements described in the Development Agreement; and

Whereas, the City Council has tentatively determined that it would be in the best interests of City to approve the Development Agreement, including the conveyance of the Property to Gronen Development, Inc.; and

Whereas, the Development Agreement provides for the issuance by City of Economic Development Grants to Gronen Development, Inc., payable from the tax increment revenues collected in respect of the Improvements to be constructed by Gronen Development, Inc. in accordance with the Development Agreement, for the purpose of carrying out the objectives of an Urban Renewal Plan as hereinafter described; and

Whereas, before said obligations may be approved, Chapter 403 of the Code of Iowa requires that the City Clerk publish a notice of the proposal and of the time and place of the

meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City of Dubuque intends to dispose of its interest in the foregoing-described Property by Deed to Gronen Development, Inc. pursuant to the proposed Development Agreement.

Section 2. 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's intent to dispose of the foregoing-described Property, to be held on the 17th day of March 2025 at 6:30 p.m. in the form attached hereto.

Section 3. The City Council will also meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue obligations and the execution of the Development Agreement relating thereto with Gronen Development, Inc., the proceeds of which obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic development grants to Gronen Development, Inc., pursuant to the Development Agreement under the terms and conditions of said Urban Renewal Plan. It is expected that the aggregate amount of the Tax Increment Revenue obligations will be approximately $4,200,000

Section 4. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the disposal of the City's interest in the Property and the issuance of said obligations.

Section 5. That the notice of the proposed action shall be in substantially the form attached hereto.

Passed, approved and adopted this 3rd day of March, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

2. Heeb Street Reconstruction Project - Initiate Public Bidding Process and Set Date for Public Hearing: Upon motion the documents were received and filed and Resolution No. 80-25 Heeb Street 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 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on April 7, 2025 in the Historic Federal Building.

**RESOLUTION NO. 80-25**

**HEEB STREET 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**

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

Section 1. The proposed plans, specifications, form of contract and estimated cost for the Heeb Street Reconstruction Project in the estimated amount $857,478.99, are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

Section 2. A public hearing will be held on the 7th day of April, 2025, at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor) 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.

Section 3. The Heeb Street Reconstruction Project is hereby ordered to be advertised for bids for construction.

Section 4. 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.

Section 5. 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, in a contractor plan room service with statewide circulation, and construction lead generating service with a 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 10th day of April 2025. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 21st day of April 2025, in the Historic Federal Building Council Chambers (second floor), 350 West 6th Street, Dubuque, Iowa.

Passed, approved and adopted this 3rd day of March 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Heeb Street Reconstruction Project - Special Assessments and Set Date for Public Hearing: Upon motion the documents were received and filed and Resolution No. 81-25 Approving the Preliminary Plats, Schedule of Assessments and Estimate of Total Cost for the Heeb Street Reconstruction Project; Resolution No. 82-25 Of Necessity for the Heeb Street Reconstruction Project; and Resolution No. 83-25 Fixing Date of Public Hearing on Resolution of Necessity were adopted setting a public hearing for a meeting to commence at 6:30 p.m. on April 7, 2025 in the Historic Federal Building.

**RESOLUTION NO. 81-25**
**APPROVING THE PRELIMINARY PLATS, SCHEDULE OF ASSESSMENTS AND ESTIMATE OF TOTAL COST FOR THE HEEB STREET RECONSTRUCTION PROJECT**

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

Section 1. That the attached preliminary plats, schedule of assessments, and estimate of total cost for the Heeb Street Reconstruction Project are hereby approved.

Passed, approved and adopted this 3rd day of March 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. 82-25**
**RESOLUTION OF NECESSITY FOR THE HEEB STREET RECONSTRUCTION PROJECT**

Whereas, the plat, preliminary schedule of assessments, and estimate of total cost for the Heeb Street Reconstruction Project have been duly prepared and approved by the City Council of the City of Dubuque and ordered placed on file in the office of City Clerk.

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

Section 1. The Heeb Street Reconstruction Project will provide:

This project involves the reconstruction of Heeb Street in the City of Dubuque, Iowa. The project includes removal and replacement of an existing street pavement and sidewalks and drive approaches. Historic brick pavement will be removed and salvaged. The roadway is approximately 400 feet in length and 21 feet in width with a 4' sidewalk on the westerly side. The scope of work also includes the installation of new curbs and gutter, placement of a 7-inch asphalt pavement, replacement of 380 lineal feet of sanitary sewer, 320 lineal feet of water main, and portions of the private service connections to the following addresses 2151, 2141, 2131, 2121, 2109, and 2019 Heeb Street.

There is on file in the office of the City Clerk an estimated total cost of the work, and a preliminary plat and schedule showing the amount proposed to be assessed to each lot for the improvement.

The date, time, and place the council will hear property owners subject to the assessment and interested parties for or against the improvement, its cost, the assessment, or the boundaries of the district: the 7th day of April 2025, at 6:30 p.m., in the Historic Federal Building Council Chambers, 350 West 6th Street, Dubuque, Iowa.

That the City Council deems it advisable and necessary for the public welfare to make the herein mentioned improvements.

Unless a property owner files objections with the City Clerk at the time of hearing on the resolution of necessity, the property owner is deemed to have waived all objections pertaining to the regularity of the proceeding and the legality of using the special assessment procedure.

Said improvements shall be constructed in accordance with the plans and specifications which have been approved by the City Council and are now on file in the Office of the City Clerk. The cost of making such improvement will be assessed against property lying with the assessment limits.

The above resolution was introduced, approved and ordered placed on file with the City Clerk this 3rd day of March 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. 83-25**
**FIXING DATE OF PUBLIC HEARING ON RESOLUTION OF NECESSITY**

Whereas, the City Council of the City of Dubuque, Iowa, has given its preliminary approval to the plat, preliminary schedule of assessments, and estimated total cost for the Heeb Street Reconstruction Project and ordered the plat, schedule of assessments, and estimate of total cost placed on file in the Office of the City Clerk; and

Whereas, the proposed Resolution of Necessity for Project has been introduced and is

now on file in the Office of the City Clerk.

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

Section 1. The City Council will meet on the 7th day of April 2025, at 6:30 p.m. in the Historic Federal Building Council Chambers, 350 West 6th Street, Dubuque, Iowa. at which time the owners of property subject to assessment for the proposed improvement or any other person having an interest in the matter may appear and be heard for or against the making of the improvement, the boundaries of the district, the cost, the assessment against any lot, or the final adoption of a resolution of necessity.

Section 2. A property owner will be deemed to have waived all objections unless at the time of hearing the property owner has filed objections with the City Clerk.

Section 3. The City Clerk be and is hereby authorized and directed to cause a 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 once each week for two consecutive weeks, the first publication of which shall be not less than ten days prior to the day fixed for its consideration.

Passed, adopted and approved this 3rd day of March 2025.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

**PRELIMINARY SCHEDULE OF VALUATION AND PROPOSED ASSESSMENTS HEEB STREET**

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; $109,259.37; $4,259.37; $4,259.37; $3,289.00; $7,548.37; $4,259.37

1024134039; Hayes, Nicolas & Amanda; N 40' of Lot 6 MARSHS ADD; 2109 Heeb Street; $13,100; $15,533.93; $2,433.93; $0.00; $2,433.93; $2,433.93; $2,433.93

1024134038; Hayes, Nicolas & Amanda; Lot 5 MARSHS ADD; 2109 Heeb Street; $140,300; $143,342.41; $3,042.41; $0.00; $3,042.41; $7,590.00; $3,289.00; $13,921.41; $3,042.41

1024134037; Fossum, Steven H. & Pyzocha, Lynn A.; Lot 4 MARSHS ADD; 2121 Heeb Street; $131,400; $134,442.41; $3,042.41; $0.00; $3,042.41; $7,590.00; $3,289.00; $13,921.41; $3,042.41

1024134036; Koons, Milton J Jr.; Lot 3 MARSHS ADD; 2131 Heeb Street; $145,000; $148,042.41; $3,042.41; $0.00; $3,042.41; $7,590.00; $3,289.00; $13,921.41; $3,042.41

1024134035; Vangorden, Nicholas; S 45' of Lot 2 MARSHS ADD; 2141 Heeb Street; $123,000; $125,738.17; $2,738.17; $0.00; $2,738.17; $7,590.00; $3,289.00; $13,617.17; $2,738.17

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; $129,157.92; $2,257.92; $0.00; $2,257.92; $3,795.00; $3,289.00; $9,341.92; $2,257.92

**BOARDS/COMMISSIONS**

Appointments were made to the following boards/commissions.

1. Catfish Creek Watershed Management Authority: One, 4-Year term through July 16, 2028 (Vacant term of Drahozal). Applicant: Rachel Boeke, 1241 Jackson St. Motion by Jones to appoint Boeke to the term. Seconded by Resnick. Motion carried 7-0.

2. Civic Center Advisory Commission: One, 3-Year term through June 29, 2027 (Vacant term of Jacobs); Two, 3-Year terms through June 29, 2025 (Vacant term of Bakke and Christner). Applicants: Colleen Myers, 65 North Booth St. (Additional Application); Ashley Regan, 1100 N Booth St.; Alan Schumacher, 3035 Burlington St.; Sara Tandy, 2307 Martin Dr. Upon roll call vote, Schumacher was appointed to the term through 2027, and Meyers and Tandy were appointed to the terms through 2025. Schumacher received 3 votes (Sprank, Cavanagh, and Jones) for the 2027 term, with Meyers receiving 2 votes (Farber and Wethal) and Tandy receiving the remaining 2 votes. During the vote on the first 2025 term, Meyers received one vote (Farber), and Tandy received the remaining 6 votes. During the vote on the second 2025 term, Regan received one vote (Jones), and Meyers received the remaining 6 votes.

3. Historic Preservation Commission: One, 3-Year Langworthy District term through July 1, 2026 (Vacant term of Dement); One, interim term due to vacancies of the Old Main District and Cathedral District terms. Applicants: Jon Clinngman, 195 Alpine St. (Additional Application) (Qualifies for Langworthy District and Interim); Cole Hanson, 408 Burch St.

(Qualifies for Interim); Sandy Hockenberry, 1015 West 3rd St. (Qualifies for Interim); Cory Ruzicka, 1075 West 3rd St. (Additional Application) (Qualifies for Langworthy District and Interim); Adam Schwendinger, 570 West 11th St. (Qualifies for Interim); Chad Witthoeft, 430 Alpine (Additional Application) (Qualifies for Langworthy District and Interim). Upon roll call vote, Witthoeft was appointed to the Langworthy District term and Schwendinger was appointed to the Interim term. Clinngman received 2 votes (Sprank and Roussell), Ruzicka received one vote (Jones) and Witthoeft received the remaining 4 votes for the Langworthy District term. Hockenberry received 3 votes (Cavanagh, Roussell, and Wethal) for the Interim term and Schwendinger received the remaining 4 votes.

**PUBLIC HEARINGS**

1. Resolution Approving a Proposed Development Agreement by and among the City of Dubuque, Iowa, FEH Realty, L.L.C., and FEH Associates, Inc.: Motion by Sprank to receive and file the documents and adopt Resolution No. 84-25 Approving a Development Agreement by and among the City of Dubuque, Iowa, FEH Realty, L.L.C., and FEH Associates, Inc., including the issuance of Urban Renewal Tax Increment Revenue Obligations. Seconded by Wethal. City Council Members voiced support for revitalizing an aging building in need of repairs. Motion carried 7-0.

**RESOLUTION NO. 84-25**
**APPROVING A DEVELOPMENT AGREEMENT BY AND AMONG THE CITY OF DUBUQUE, IOWA, FEH REALTY, L.L.C., AND FEH ASSOCIATES, INC., INCLUDING THE ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS**

Whereas, FEH Realty, L.L.C. is the owner of the property legally described as follows:

> The North Half (N ½) of the South Forty Feet of Lot Thirty-three (33), and the South Twenty (20) feet of Lot Thirty-three (33), both in the City of Dubuque, Iowa, according to the United States Commissioner's Map thereof (the Property); and

Whereas, the City Council, by Resolution No. 55-25, dated February 17, 2025, declared its intent to enter into a Development Agreement by and among the City of Dubuque, Iowa, FEH Realty, L.L.C., and FEH Associates, Inc. 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 March 3, 2025, at 6:30 p.m.; and

Whereas, it is the determination of the City Council that approval of the Development Agreement for redevelopment of the Property by FEH Realty, L.L.C., and FEH Associates, Inc., 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:

Section 1. The Development Agreement by and among the City of Dubuque, Iowa, FEH Realty, L.L.C., and FEH Associates, Inc., including the issuance of Urban Renewal Tax Increment Obligations, is hereby approved.

Section 2. 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. 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 3rd day of March, 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

2. Approving a Proposed Development Agreement between the City of Dubuque, Iowa and Dubuque Racing Association (DRA), Ltd.: Motion by Resnick to receive and file the documents and adopt Resolution No. 85-25 Approving a Development Agreement by and between the city of Dubuque, Iowa and Dubuque Racing Association, Ltd., Including the Issuance of Urban Renewal Tax Increment Revenue Obligations. Seconded by Jones. Cavanagh stated that Van Milligen, Sprank, Jones, and himself serve on the DRA board and abstained from voting on this item at the board meeting. In response to a question, Van Milligen confirmed that hotel projects do not receive state or federal funds and that this project was funded with a $4 million loan from Dubuque Initiatives. Motion carried 7-0.

**RESOLUTION NO. 85-25**
**APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND DUBUQUE RACING ASSOCIATION, LTD., INCLUDING THE ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS**

Whereas, the City of Dubuque, Iowa owns the real estate legally described in Exhibit A which is leased to Dubuque Racing Association, Ltd. (the Property); and

Whereas, Dubuque Racing Association, Ltd. intends to develop a hotel on approximately 19,380 square feet of the Property as shown on Exhibit B; and

Whereas, the City Council by Resolution No. 56-25 dated February 17, 2025, declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and Dubuque Racing Association, Ltd., including the issuance of Urban Renewal Tax Increment Obligations; and

Whereas, pursuant to published notice, a public hearing was held on the proposed Development Agreement on March 3, 2025, at 6:30 p.m.; and

Whereas, it is the determination of the City Council that approval of the Development Agreement for redevelopment of the Property by Dubuque Racing Association, Ltd., 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:

Section 1. The Development Agreement by and between the City of Dubuque, Iowa, and Dubuque Racing Association, Ltd., a copy of which is attached hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

Section 2. 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. 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 3rd day of March, 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Second Amendment to the Dubuque Racing Association Lease: Motion by Roussell to receive and file the documents and adopt Resolution No. 86-25 Disposing of an Interest in Real Property through a Second Amendment to the Existing Lease Agreement with Dubuque Racing Association, Ltd. Seconded by Sprank. Brumwell summarized the ongoing meetings with various internal and external stakeholders for this process. Van Milligen stated that the lease amendment carries minimal risk, given the DRA's 40-year track record of success. Motion carried 7-0.

**RESOLUTION NO. 86-25**
**DISPOSING OF AN INTEREST IN REAL PROPERTY THROUGH A SECOND AMENDMENT TO THE EXISTING LEASE AGREEMENT WITH DUBUQUE RACING ASSOCIATION, LTD**

Whereas, the City Council, by Resolution No. 57 - 25, dated the 17th day of February 2025, declared its intent to dispose of a City interest in real property legally described as:

Lot 1 of Chaplain Schmitt Island in the City of Dubuque, Iowa, according to the Plat recorded as Instrument #2023-7679, records of Dubuque County, Iowa. (the Property); and

Whereas, pursuant to published notice, a public hearing was held on the proposed disposition on March 3, 2025, at 6:30 p.m. in the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa; and

Whereas, it is the determination of the City Council that approval of the Second Amendment to its Lease Agreement with Dubuque Racing Association, Ltd. (DRA) 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:

Section 1. The City Council disposes of City's interest in the foregoing-described real property pursuant to:

A Second Amendment to its Lease Agreement with the DRA and

Section 2. The Mayor and City Clerk are hereby authorized and directed to execute the Second Amendment to the City's Lease Agreement with the DRA.

Section 3. The City Clerk is hereby authorized and directed to cause said Second Amendment to the Lease Agreement to be delivered to the City Attorney's Office, together with a certified copy of the Resolution.

Passed, approved and adopted this 3rd day of March 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

4. Public Hearing for Bunker Hill Foundation Repair Project: Motion by Farber to receive and file the documents and adopt Resolution No. 87-25 Approval of Plans, Specifications, and Estimated Cost for the Bunker Hill Foundation Repair Project. Seconded by Wethal. Parks and Recreation Director Marie Ware confirmed that the main impact during the project will be requiring people to temporarily enter the building from a different area due to excavation at the front. Motion carried 7-0.

**RESOLUTION NO. 87-25**
**APRROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATED COST FOR THE BUNKER HILL FOUNDATION REPAIR PROJECT**

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

That the proposed, plans, specifications and estimated cost for the Bunker Hill Foundation Repair Project in the estimated cost amount of $319,880.00 are hereby approved.

Passed, approved, and adopted this 3rd day of March 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**ACTION ITEMS**

1. ImOn Ice Arena Dehumidification System Upgrade Project - Award Public Improvement Project: Motion by Jones to receive and file the documents and adopt Resolution No. 88-25 Awarding Public Improvement Contract for the ImOn Ice Arena Dehumidification System Upgrade Project. Seconded by Sprank. Motion carried 7-0.

**RESOLUTION NO. 88-25**
**AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE IMON ICE ARENA DEHUMIDIFICATION SYSTEM UPGRADE PROJECT**

Whereas, sealed proposals have been submitted by contractors for the ImOn Ice Arena Dehumidification System Upgrade Project, (the Project) pursuant to Resolution No. 21-25 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 24th day of January 2025; and

Whereas, said sealed proposals were opened and read on the 20th day of February 2025 and it has been determined that Giese Sheet Metal Co, Inc. of Dubuque, Iowa, in the bid amount of $308,950.00, is the lowest responsive, responsible bidder for the Project.

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

Section 1. That a Public Improvement Contract for the Project is hereby awarded to Giese Sheet Metal Co, Inc. and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, approved, and adopted this 3rd day of March 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

2. Southgate Drive Sanitary Sewer Improvements Project - Award Public Improvement Contract: Motion by Wethal to receive and file the documents and adopt Resolution No. 89-25 Awarding Public Improvement Contract for the Southgate Drive Sanitary Sewer Improvement Project. Seconded by Jones. Motion carried 7-0.

**RESOLUTION NO. 89-25**
**AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE SOUTHGATE DRIVE SANITARY SEWER IMPROVEMENT PROJECT**

Whereas, sealed proposals have been submitted by contractors for the Southgate Drive Sanitary Sewer Improvement Project, (the Project) pursuant to Resolution No. 38-25 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 6th day of February 2024; and

Whereas, said sealed proposals were opened and read on the 20th day of February 2025 and it has been determined that Tschiggfrie Excavating Co. of Dubuque, Iowa, in the bid amount of $196,666.80, is the lowest responsive, responsible bidder for the Project.

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

That a Public Improvement Contract for the Project is hereby awarded to Tschiggfrie Excavating Co. and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, approved, and adopted this 3rd day of March 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, CMC City Clerk

**COUNCIL MEMBER REPORTS**

Council Member Jones reported on the Dubuque Metropolitan Area Solid Waste Agency Board's uncertainty regarding a previously awarded federal grant for the customer convenience center project. Jones also reported on the Dubuque Area Chamber of Commerce's Ribbon Cutting Ceremony for Elite Organix, a recent DRA board meeting, a recent City Assessor's Conference Committee, the United Labor Participation Dinner meeting, and the recent passings of Former Dubuque Fire Chief Dan Brown and Former Firefighter Michael Gabriel.

Council Member Farber also reported on attending the United Labor Participation Dinner meeting.

Council Member Sprank also reported on the DRA board meeting, the United Labor Participation Dinner meeting, in addition to sharing that he attended the last City Council meeting virtually due to being out of town, attending the Point Neighborhood Association meeting, and transporting area mobile home residents to Des Moines so they can lobby to their state legislators.

Mayor Cavanagh reported on meetings with state legislators in Des Moines and the recent Air Service Forum.

**CLOSED SESSION**

Motion by Jones to convene in closed session at 7:37 p.m. to discuss Pending

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

The City Council reconvened in open session at 8:28 p.m. stating that staff had been given proper direction.

**ADJOURNMENT**

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:28 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 5:15 p.m. on March 17, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on the Schmitt Island Development & Sports Complex Feasibility Study.

**WORK SESSION**

Public Presentation of the Schmitt Island Development & Sports Complex Feasibility Study

Dubuque Racing Association (DRA) Interim President & CEO and Chief Operating and Financial Officer Brian Rakestraw introduced Ryan Peterson and Tom Ohle of RDG Planning & Design and Brandon Dowling of Johnson Consulting, who presented on the Schmitt Island Development & Sports Complex Feasibility Study. In response to questions, the presenters explained how they assessed the economic impact and potential funding mechanisms and described a funding model used by a nearby community. The presenters also suggested that the City could conduct a deeper analysis of how the facility could specifically benefit residents, such as offering discounts for resident groups. City Council Members expressed appreciation to the DRA for conducting and donating the study to the City, discussed the community demand for a center, and emphasized the importance of public-private partnerships to bring this type of project to fruition. City Manager Van Milligen emphasized that the study was commissioned by the DRA and is not intended to initiate a City-led project. He emphasized that the presentation is for informational purposes only and stated that the project could be discussed as a potential priority during the Council's goal-setting session later this year.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:18 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS REGULAR SESSION OFFICIAL

The Dubuque City Council met in regular session at 6:30 p.m. on March 17, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

**PLEDGE OF ALLEGIANCE**

**PROCLAMATIONS**

1. Junior Achievement Day (April 3, 2025) was accepted by Scott Ellerbach on behalf of Junior Achievement of the Heartland.

**CONSENT ITEMS**

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

1. Minutes and Reports Submitted: Arts and Cultural Affairs Advisory Commission of January 21, 2025; Cable TV Commission of November 20, 2024; City Council Proceedings from March 3, 2025; Equity and Human Rights Commission of January 14 and January 20, 2025; Zoning Advisory Commission Draft Minutes of March 5, 2025; Zoning Board of Adjustment of January 23, 2025; Proof of publication for City Council Proceedings of February 17, 2025. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Tim Connolly for personal injury; Amy Keierleber Grochala for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 90-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 90-25**
**AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

Whereas, Section 1-7-7(E) of the Municipal Code of the City of Dubuque provides that the Finance Director-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 142-18 adopted May 7, 2018, 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.

Passed, approved, and adopted this 17th day of March 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

4. US 61-151 Interchange ITS Improvements - Cooperative Funding Agreement with Iowa Department of Transportation - Iowa DOT Cooperative Agreement No. 2025-16-054: Upon motion the documents were received and filed, and Resolution No. 91-25 Approving Cooperative Agreement No.

2025-16-054 Between the Iowa Department of Transportation and the City of Dubuque for the Installation of Intelligent Transportation System (ITS) Improvements at the US 61 - 151 Interchange was adopted.

**RESOLUTION NO. 91-25**
**APPROVING COOPERATIVE AGREEMENT NO. 2025-16-054 BETWEEN THE IOWA DEPARTMENT OF TRANSPORTATION AND THE CITY OF DUBUQUE FOR THE INSTALLATION OF INTELLIGENT TRANSPORTATION SYSTEM (ITS) IMPROVEMENTS AT THE US 61 - 151 INTERCHANGE**

Whereas, the City of Dubuque and the Iowa Department of Transportation (Iowa DOT) desire to enter into Cooperative Agreement No. 2025-16-054 to install Intelligent Transportation System (ITS) infrastructure improvements at the US 61 - 151 interchange; and

Whereas, this project will enhance traffic monitoring and safety by providing real-time video coverage and advanced warning systems to improve traffic flow and reduce accidents; and

Whereas, the City's funding contribution is estimated at $15,000, and funded through the City's Street Camera Installation Capital Improvement Program (CIP); and

Whereas, the Iowa DOT will provide key ITS infrastructure and power to the City's equipment at no cost, while the City will provide fiber optic connections, network switches, and cameras, and share camera feeds with the Iowa DOT at no cost; and

Whereas, the City Council finds it in the best interest of the City of Dubuque to enter into said Cooperative Agreement.

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

Section 1. The City Council hereby approves Cooperative Agreement No. 2025-16-054 between the Iowa Department of Transportation and the City of Dubuque.

Section 2. The Mayor is hereby authorized and directed to execute said Agreement on behalf of the City of Dubuque.

Passed, approved, and adopted this 17th day of March 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Acceptance of a Grant of Easement for Street Right of Way and Public Utilities over Francis T. McClain Property at 2019 Heeb Street, Dubuque, Iowa: Upon motion the documents were received and filed, and Resolution No. 92-25 Accepting a Grant of Easement for Street Right of Way and Public Utilities Through, Over and Across the Easterly 10' of the South 10' of Lot 6, The Easterly 10' of Lot 7, and The Easterly 10' of the Northerly 20' of Lot 8, in Marsh's Addition, in the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 92-25**
**ACCEPTING A GRANT OF EASEMENT FOR STREET RIGHT OF WAY AND PUBLIC UTILITIES THROUGH, OVER AND ACROSS THE EASTERLY 10' OF THE SOUTH 10' OF LOT 6, THE EASTERLY 10' OF LOT 7, AND THE EASTERLY 10' OF THE NORTHERLY 20' OF LOT 8, IN MARSH'S ADDITION, IN THE CITY OF DUBUQUE, IOWA**

Whereas, Francis T. McClain has executed a Grant of Easement for Street Right of Way and Public Utilities through, over and across The Easterly 10' of the South 10' of Lot 6, the Easterly 10' of Lot 7, and the Easterly 10' of the Northerly 20' of Lot 8, in Marsh's Addition, in the City of Dubuque, Iowa.

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

Section 1. The City Council of the City of Dubuque, Iowa, hereby approves of, accepts and consents to the Grant of Easement for Street Right of Way and Public Utilities through, over and across The Easterly 10' of the South 10' of Lot 6, the Easterly 10' of Lot 7, and the Easterly 10' of the Northerly 20' of Lot 8, in Marsh's Addition, in the City of Dubuque, Iowa, as shown on the Grant of Easement for Street Right of Way and Public Utilities from Francis T. McClain, a copy of which is attached hereto.

Section 2. The Mayor is hereby authorized and directed to execute and acknowledge on behalf of the City of Dubuque any instruments in connection herewith.

Section 3. The City Clerk is hereby authorized to and directed to record this resolution and Grant of Easement for Street Right of Way and Public Utilities with the Dubuque County Recorder.

Passed, approved and adopted this 17th day of March 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

6. Acceptance of a Grant of Easement for Water Main Utility over The Butler Children's Garden Foundation, Inc. property in the City of Dubuque, Iowa as part of the Wanderwood Gardens Project: Upon motion the documents were received and filed, and Resolution No. 93-25 Accepting a Grant of Easement for Water Main Utility Through, Over and Across Part of Lot 2 of Y-Camp Place No. 3, in the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 93-25**
**ACCEPTING A GRANT OF EASEMENT FOR WATER MAIN UTILITY THROUGH, OVER AND ACROSS PART OF LOT 2 OF Y-CAMP PLACE NO. 3, IN THE CITY OF DUBUQUE, IOWA**

Whereas, The Butler Children's Garden Foundation, Inc., has executed a Grant of Easement for Water Main Utility through, over and across part of Lot 2 of Y-Camp Place No. 3, in the City of Dubuque, Iowa.

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

Section 1. The City Council of the City of Dubuque, Iowa, hereby approves of, accepts and consents to the Grant of Easement for Water Main Utility through, over and across part of Part of Lot 2 of Y-Camp Place No. 3, in the City of Dubuque, Iowa as shown on the Grant of Easement for Water Main Utility, from The Butler Children's Garden Foundation, Inc., a copy of which is attached hereto.

Section 2. The Mayor is hereby authorized and directed to execute and acknowledge on behalf of the City of Dubuque any instruments in connection herewith.

Section 3. The City Clerk is hereby authorized to and directed to record this resolution and Grant of Easement for Water Main Utility with the Dubuque County Recorder.

Passed, approved and adopted this 17th day of March 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

7. Acceptance of Water Main Utility Improvements across The Butler Children's Garden Foundation, Inc. Property North of the Dubuque Arboretum in Dubuque: Upon motion the documents were received and filed, and Resolution No. 94-25 Accepting Public Water Main Utility Improvements Across Part of Lot 2 Of Y-Camp Place No. 3, In the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 94-25**
**ACCEPTING PUBLIC WATER MAIN UTILITY IMPROVEMENTS ACROSS PART OF LOT 2 OF Y-CAMP PLACE NO. 3, IN THE CITY OF DUBUQUE, IOWA**

Whereas, per a Water Main Construction Agreement between the City of Dubuque and The Butler Children's Garden Foundation, Inc., the parties wished to set forth terms for the extension of a proposed public water main utility located in Part of Lot 2 of Y-Camp Place No. 3, in the City of Dubuque, Iowa; and

Whereas, pursuant to said agreement, certain public improvements including water main utility and appurtenances, were installed by The Butler Children's Garden Foundation, Inc.; and

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

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

Section 1. That the recommendation of the City Manager be approved and that said public water main utility improvements in Part of Lot 2 of Y-Camp Place No. 3, in the City of Dubuque, Iowa, be and the same are hereby accepted.

Section 2. That a maintenance guarantee covering said public improvements shall be provided by the owners, The Butler Children's Garden Foundation, Inc., until March 17, 2027.

Passed, approved and adopted this 17th day of March 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

8. Direct City Staff to Create a Plan for Urban Revitalization on Cedar Cross Road: Upon motion the documents were received and filed, and Resolution No. 95-25 Approving a Development of a Plan for a New Urban Revitalization District on Cedar Cross Road was adopted.

**RESOLUTION NO. 95-25**
**APPROVING A DEVELOPMENT OF A PLAN FOR A NEW URBAN REVITALIZATION DISTRICT ON CEDAR CROSS ROAD**

Whereas, the City Council approves the development of a plan for a new Urban Revitalization District that would expand the existing districts. The Urban Revitalization Program offers a property tax exemption for interior and exterior improvements that increase the tax assessment, and in turn the property taxes, for residential property and commercial property. Residential properties may receive a ten-year exemption from the property tax increase due to the improvements to encourage development in the area.

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

Section 1. Direct City staff to develop a plan for a new urban revitalization district for City Council review and consideration.

Passed, approved and adopted this 17th day of March 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

9. Final Plat of Cedar Ridge Commercial Park: Upon motion the documents were received and filed, and Resolution No. 96-25 Approving the Final Plat of Cedar Ridge Commercial Park, In the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 96-25**
**APPROVING THE FINAL PLAT OF CEDAR RIDGE COMMERCIAL PARK, IN THE CITY OF DUBUQUE, IOWA**

Whereas, there has been filed with the City Clerk a Final Plat of Cedar Ridge Commercial Park in the City of Dubuque, Iowa; and

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

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

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

Section 1. That Section 11-14(B) of Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is waived regarding required street frontage on a public street or an approved private street for Lot 2 and Lot 3 of Cedar Ridge Commercial Park.

Section 2. That the Final Plat of Cedar Ridge Commercial Park, in the City of Dubuque, Iowa is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa upon said Final Plat.

Passed, approved and adopted this 17th day of March 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

10. PEG Fund Expenditures: City Manager recommended City Council approve requests not to exceed $85,210.84 in Public, Educational, and Government (PEG) Equipment Grant Program Fund expenditures. Upon motion the documents were received, filed, and approved.

11. Signed Contract(s): James Orr Coating Inspection, LLC for the IADNR Water Tank Security Inspections Projects. Upon motion the documents were received and filed.

12. Proposed Amendment to Master Agreement for Shared Use Projects to License Additional Fiber Capacity to the Iowa Communications and Technology Commission (ICN): Upon motion the documents were received, filed, and approved.

13. Proposed Amendment to I-NET agreement between the City of Dubuque and MCC Iowa LLC (Mediacom) to add City of Dubuque Data Center: Upon motion the documents were received, filed, and approved.

14. Certified Lists - Police Officer and Fire Promotional Positions: Civil Service Commission submitted certified lists for the positions of Police Officer, Fire Equipment Operator, Fire Lieutenant, Fire Captain, EMS Supervisor, Assistant Fire Marshal, and Division/Bureau Chief. Upon motion the documents were received, filed, and made a Matter of Record.

March 12, 2025

Honorable Mayor and
Members of the City Council

In accordance with Chapter 400 of the Code of Iowa, a written examination for the position of Police Officer was administered on March 8, 2025. We, The Civil Service Commission, hereby certify that the individuals listed below have passed this written examination or are using a valid transfer score and any vacancies for the position of Police Officer should be filled from this list and that this list is good through March 12, 2026.

**Police Officer**

1. Nabih Maady, 2. Cody Stinson, 3. Brody Kremer – Transfer Score, 4. Luis Martinez, 5. Yesscenia Cuellar VanNatta

Respectfully Submitted,
Civil Service Commissioner

March 12, 2025

Honorable Mayor and
Members of the City Council

In accordance with Chapter 400 of the Code of Iowa, examinations for the positions of Fire Lieutenant, Fire Equipment Operator, Fire Captain, EMS Supervisor, Assistant Fire Marshal, and Division/Bureau Chief (Leadership) positions were given on February 18, February 19, and February 20, 2025. We, the Civil Service Commission, hereby certify that the individuals listed below have passed these written examinations and the vacancy for these positions should be made from this list and that this list is good for two (2) years from the above date.

**Fire Lieutenant**

1. Jeffrey Pregler, 2. Tanner Denlinger, 3. Kyle Mueller, 4. Brian Pape, 5. Chris Welu, 6. Jeff Schmitt, 7. Joseph Schmitt, 8. Kyle Knutson

**Division/Bureau Chief**

1. Nicholas Esch, 2. Samuel Janecke, 3. Larry Ewert, 4. Daniel Schuster, 5. Todd Sieverding

**Fire Equipment Operator**
1. Chris Welu, 2. Joseph Schmitt, 3. Zachary Gifford

**Assistant Fire Marshal**
1. Dan Schuster

**EMS Supervisor**
No candidates tested

**Fire Captain**
1. Daniel Schuster, 2. Charles Blasen, 3. Ryan Neuhaus

Respectfully submitted,
Civil Service Commissioner

15. Tobacco Compliance Settlement Agreement: City Manager recommended City Council approval of the Tobacco Compliance Settlement Agreement with Family Dollar, 2031 Central Ave. Upon motion the documents were received, filed, and approved.

16. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 97-25 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

**RESOLUTION NO. 97-25**
**APPROVING APPLICATIONS FOR RETAIL ALCOHOL LICENSES, AS REQUIRED BY CITY OF DUBUQUE CODE OF ORDINANCES TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 2 LIQUOR CONTROL, ARTICLE B LIQUOR, BEER AND WINE LICENSES AND PERMITS**

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
Dubuque Marina & Yardarm, 1201 Shiras Ave. Extension
Goose & Giggles Play Café, 3339 Hillcrest Rd.
McAleece Park and Recreation Complex, 1801 Admiral Sheehy Dr.
Port of Dubuque Marina, 450 East 3rd St.
Renewals
Bunker Hill Golf Course, 2200 Bunker Hill Rd.
Chopper's, 601 Rhomberg Ave.
Classy And Chic Boutique, 1065 Jackson St., Suite 200,
Eagles Club, 1175 Century Dr.
L. May Eatery, 1072 Main St.
Lalo's 2, 1091 University Ave.
Lina's Thai Bistro, 200, 2055 Holliday Dr.
Noonan's Tap, LLC, 1618 Central Ave.
Phoenix Theatres, 555 John F Kennedy Rd., 105
Sportsters Pub & Grub, 2600 Central Ave.
The Hub, 253 Main St.
The Vault Restaurant and Cocktail Lounge, 342 Main St.
Special Event(s) per Special Event Application Submittal
Dungeon Ltd 4-10-25 to 4-14-25, 302 Locust St.
Adding Outdoor Service
Las Margarita's, 1091 Main St.
Ownership Changes/Amendments
Clarke University, 15550 Clark Dr.
Five Flags Center, 405 Main St.
Gary Dolphin's Iron Bar, 333 East 10th St.

Passed, approved, and adopted this 17th day of March 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

17. Approval of Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permit Applications: Upon motion the documents were received and filed, and Resolution No. 98-25 Approving Applications for Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permits, as Required by Iowa Code 453A.47A and Senate File 345 was adopted.

**RESOLUTION NO. 98-25**
**APPROVING APPLICATIONS FOR RETAIL TOBACCO, TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, VAPOR PRODUCTS, AND DEVICE PERMITS, AS REQUIRED BY IOWA CODE 453A.47A AND SENATE FILE 345**

Whereas, applications for Tobacco/Tobacco Products/Alternative Nicotine Products/Vapor Products/Device retail permits have been submitted and filed with the City Clerk; and

Whereas, the applicants have filed the proper application and fees as required by the Iowa Department of Revenue; and

Whereas, applications are presented to City Council for approval.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued the following named applicants and locations for Cigarette/Device/Tobacco/Nicotine/Vapor or retail permit.

Business Name, Business Address, Permit Type

Pink Clouds Smoke Shop, 3301 Pennsylvania Ave. Ste 103, Device Retailer

Passed, approved, and adopted this 17th day of March 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**ITEMS SET FOR PUBLIC HEARING**

Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Sprank. Motion carried 7-0.

1. Private Lead Service Line Replacement Pilot Program - Phase 1 Initiate Public Bidding and Set the Public Hearing Date: Upon motion the documents were received and filed and Resolution No. 99-25 To provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the Lead Service Line Replacement - Phase 1 Project, and the taking of bids therefor was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on April 7, 2025 in the Historic Federal Building.

**RESOLUTION NO. 99-25**

**RESOLUTION TO PROVIDE FOR A NOTICE OF HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE LEAD SERVICE LINE REPLACEMENT - PHASE 1 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 Origin Design Co. (the "Project Engineers"), in consultation with the City's engineering technician (the "Engineering Technician"), which may be hereafter referred to as the "Lead Service Line Replacement - Phase 1 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. April 7, 2025, 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 10:00 a.m., on April 23, 2025, 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 B, 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. May 5, 2025, 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 March 17, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

2. Resolution Setting Public Hearing on a Subordination Agreement for DRLP Loan #2-23 - 1199 Central Avenue: Upon motion the documents were received and filed and Resolution No. 100-25 Setting a Public Hearing for a Subordination Agreement by and Among the City of Dubuque, Iowa, Virtual Velocity, LLC, and New Silver Lending LLC for Interest in City Property Located at 1199 Central Avenue was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on April 7, 2025 in the Historic Federal Building.

**RESOLUTION NO. 100-25**
**SETTING A PUBLIC HEARING FOR A SUBORDINATION AGREEMENT BY AND AMONG THE CITY OF DUBUQUE, IOWA, VIRTUAL VELOCITY, LLC, AND NEW SILVER LENDING LLC FOR INTEREST IN CITY PROPERTY LOCATED AT 1199 CENTRAL AVENUE**

Whereas, the City of Dubuque, Iowa, (City) and Virtual Velocity, LLC have entered into a Grant Agreement (the Agreement) for the rehabilitation of 1199 Central Avenue (the Project) legally described as follows:

NLY 87' 1.2" of N 3/5 of City Lot 447; locally known as 1199 Central Avenue (the Property); and

Whereas, the Agreement includes the award of a $300,000 Downtown Rehabilitation Loan (the Loan) for the purpose of stimulating reinvestment in the Greater Downtown Urban Renewal District; and

Whereas, the Project meets the requirements of the Loan; and

Whereas, as security for the Loan, Virtual Velocity, LLC previously granted to City a mortgage on the Property (the City Mortgage); and

Whereas, New Silver Lending LLC has refinanced the primary construction loan which includes a mortgage (the New Silver LLC Mortgage) and requires that the City Mortgage be subordinate to the New Silver LLC Mortgage pursuant to a Subordination Agreement; and

Whereas, the City Council has tentatively determined that approval of the Subordination Agreement is in the public interest of the City of Dubuque; and

Whereas, before said Subordination Agreement may be approved, Iowa Code 364.7 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City's intent to subordinate a mortgage securing interest in real estate, to be held on the 7th day of April 2025, at 6:30 p.m. The official agenda will be posted the Friday before the meeting and will contain listening, viewing, and public input options. The agenda can be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of subordinating a mortgage securing interest in real estate.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the subordination of a mortgage securing interest in real estate.

Section 4. That the notice of the proposed action to subordinate shall be in substantially the form attached hereto.

Passed, approved and adopted this 17th day of March 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

3. Resolution of Necessity for the Proposed Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal Area, Version 2025.1: Upon motion the documents were received and filed and Resolution No. 101-25 Authorizing and Directing

The City Manager to prepare an Amended and Restated Urban Renewal Plan, Version 2025.1, for the Greater Downtown Urban Renewal Area and Setting the date for a Public Hearing and Consultation on the Proposed Amended and Restated Urban Renewal Plan, Version 2025.1, for said area was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on April 21, 2025 in the Historic Federal Building.

**RESOLUTION NO. 101-25**
**AUTHORIZING AND DIRECTING THE CITY MANAGER TO PREPARE AN AMENDED AND RESTATED URBAN RENEWAL PLAN, VERSION 2025.1, FOR THE GREATER DOWNTOWN URBAN RENEWAL AREA AND SETTING THE DATE FOR A PUBLIC HEARING AND CONSULTATION ON THE PROPOSED AMENDED AND RESTATED URBAN RENEWAL PLAN, VERSION 2025.1, FOR SAID AREA**

Whereas, the City Council of the City of Dubuque has heretofore approved the Amended and Restated Urban Renewal Plan (the "Plan" of "Urban Renewal Plan") for the Greater Downtown Urban Renewal District (the "District") in order to provide redevelopment opportunities which will further the purposes and objectives of the Urban Renewal Plan; and

Whereas, City staff has recommended that the Urban Renewal Plan be further amended and restated to add projects to the Public Purpose Activities; and

Whereas, Iowa Code Chapter 403 requires that before an Urban Renewal Plan may be modified, the City Council must follow the notification, consultation, and public hearing process set forth herein.

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

Section 1. That the City Manager is authorized and directed to prepare an Amended and Restated Urban Renewal Plan, Version 2025.1, for the Greater Downtown Urban Renewal District to accomplish the foregoing purposes and objectives, to include in such Amended and Restated Urban Renewal Plan, Version 2025.1, any appropriate project activities and details, to determine an appropriate date for and conduct the consultation process required by law with affected taxing entities concerning the proposed Amended and Restated Plan, Version 2025.1.

Section 2. That the City Clerk is directed to publish notice of a public hearing on the adoption of an Amended and Restated Urban Renewal Plan, Version 2025.1, for the Greater Downtown Urban Renewal Area to be held on the 21st day of April 2025, at 6:30 p.m. in the form attached hereto. The notice of said hearing shall generally identify the areas covered by the proposed Amended and Restated Urban Renewal Plan, Version 2025.1, and the general scope of the urban renewal activities planned for such areas and said notice shall be published in a newspaper having general circulation within the City not less than four days nor more than twenty days before the date of said meeting. A copy of the notice of public hearing shall be sent by ordinary mail to the affected taxing entities.

Section 3. That the Economic Development Director is directed to send by ordinary mail a copy of the proposed Amended and Restated Urban Renewal Plan, Version 2025.1, the notice of public hearing, a notice of consultation, and, to the extent the Amended and Restated Urban Renewal Plan, Version 2025.1, includes the use of tax increment revenues for a public building, an analysis of alternative development and funding options for such public buildings, to the Dubuque Community School District Board of Education and Dubuque County Board of Supervisors, as the affected taxing entities.

Passed, approved and adopted this 17th day of March 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**PUBLIC HEARINGS**

1. Request to Rezone 405 and 575 Cedar Cross Road: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Resnick. Applicant Luke Merfeld, 10713 Cottingham Rd., stated that rezoning could improve the properties' potential for sale. Mike Reinert, 401 Cedar Cross Rd.; Carol Maas, 3095 Nightengale Ln.; and Kevin Donovan, 15 Nightengale Ln., spoke in opposition to the rezoning, citing traffic concerns, erosion, lack of green space, and questioned whether R-4 was an appropriate zoning. In response to a question about infrastructure improvements related to the planned 180-unit apartment complex nearby, Van Milligen summarized site-specific upgrades, including a turn lane and sewer extensions. Planning Services Director Wally Wernimont noted that a traffic study for the nearby apartment complex confirmed only a turn lane was necessary for that site. When questioned about the choice of R-4 over another residential zoning classification for the properties, Wernimont referenced the staff report and the city's housing needs, adding that the applicant could better address that question. He also explained that the Development Review Team (DRT) process allows

for discussion of development options and that specific structures will not be confirmed until a physical plan is submitted. Van Milligen emphasized that zoning decisions should not be based on assumptions about future outcomes. Regarding community engagement, Wernimont and Van Milligen clarified that developer-led neighborhood meetings are required if city funds are involved and recommended even when they are not, with guidance provided in the zoning application. City Council Members reflected on the Zoning Advisory Commission's concerns about infrastructure and the feasibility of 12-unit structures on the properties, while also expressing support for the DRT process and proactive neighborhood communication. Motion failed 4-3 with Wethal, Resnick, and Sprank voting nay.

Motion by Jones to receive and file the communications and approve first reading of an ordinance Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by Reclassifying Hereinafter Described Property Located at 405 Cedar Cross Road And 595 Cedar Cross Road From R-1 Single- Family Residential District To R-4 Multiple-Family Residential District. Seconded by Farber. Motion carried 4-3 with Wethal, Resnick, and Sprank voting nay.

2. Resolution Approving a Proposed Development Agreement between the City of Dubuque, Iowa and Gronen Development, Inc. Providing for the Sale of City-owned Real Estate and the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Motion by Jones to receive and file the documents and adopt Resolution No. 102-25 Approving a Development Agreement by and between the City of Dubuque and Gronen Development, Inc. Including the Sale of City-Owned Real Estate and the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations to Gronen Development, Inc. Seconded by Sprank. Emily Sewell, 14247 N. Cascade Rd., Project Architect for Gronen Development, Inc., (Gronen) gave a presentation on the proposed project. In response to a question, she stated the current plan includes approximately 102 units. Brooklyn Williams, 250 W. 6th St., Apt. 605, shared that she had spoken with Gronen about her concerns regarding potential impacts to alley access from the project. In response to questions, City Manager Van Milligen stated he was not aware of any provisions in the development agreement that would exempt Gronen from downtown architectural guidelines. Planning Services Director Wally Wernimont explained that while the guidelines are broad and do not involve a formal architectural review board, his department has met with Gronen and their consultants through the DRT process. Regarding short-term rentals, Van Milligen noted that while Iowa law prevents cities from banning them outright, a clause limiting the number of short-term rentals can be included in the development agreement due to Gronen purchasing city-owned property and receiving city incentives. Economic Development Director Jill Connors added that there have not been discussions on how to monitor such a requirement, and current oversight is based on circumstantial or anecdotal information. City Council Members expressed enthusiasm for the project, noting its perfect timing with the upcoming University of Dubuque Medical School in the downtown area. City Council Members also recognized the community collaboration achieved so far. Motion carried 7-0.

**RESOLUTION NO. 102-25**
**APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND GRONEN DEVELOPMENT, INC. INCLUDING THE SALE OF CITY-OWNED REAL ESTATE AND THE ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE GRANT OBLIGATIONS TO GRONEN DEVELOPMENT, INC**

Whereas, the City of Dubuque, Iowa (City) is the owner of the following described real property:

BLK 17 Dubuque Downtown Plaza (the Property); and

Whereas, the City Council, by Resolution No. 79-25, dated March 3, 2025, declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and Gronen Development, Inc., including the sale of the Property and 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 March 17, 2025, at 6:30 p.m.; and

Whereas, it is the determination of the City Council that approval of the Development Agreement for redevelopment of the Property by Gronen Development, Inc., 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:

Section 1. That the Development Agreement by and between the City of Dubuque, Iowa, and Gronen Development, Inc., a copy of which is attached hereto, including the sale of City-owned real estate and 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 17th day of March, 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Resolution of Adoption for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2025.1: Motion by Roussell to receive and file the documents and adopt Resolution No. 103-25 Approving the Amended and Restated Urban Renewal Plan, Version 2025.1, for the Dubuque Industrial Center Economic Development District. Seconded by Resnick. Motion carried 7-0.

**RESOLUTION NO. 103-25**
**APPROVING THE AMENDED AND RESTATED URBAN RENEWAL PLAN, VERSION 2025.1, FOR THE DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT**

Whereas, by Resolution 59-25 adopted on February 17, 2025, 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 2025.1, 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 remove certain property from Subarea B of the District as shown in the Amended and Restated Urban Renewal Plan, Version 2025.1, 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 2025.1, 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 17th day of March 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

4. Resolution of Adoption for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2025.2: Motion by Jones to receive and file the documents and adopt Resolution No. 104-25 Approving the Amended and Restated Urban Renewal Plan, Version 2025.2, for the Dubuque Industrial Center Economic Development District. Seconded by Farber. Motion carried 7-0.

**RESOLUTION NO. 104-25**
**APPROVING THE AMENDED AND RESTATED URBAN RENEWAL PLAN, VERSION 2025.2, FOR THE DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT**

Whereas, by Resolution 60-25 adopted on February 17, 2025, 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 2025.2, 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 W as shown in the Amended and Restated Urban Renewal Plan, Version 2025.2, 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 2025.2, 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 17th day of March 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**ACTION ITEMS**

1. Amending Tax Increment Ordinance 5-24 for the Dubuque Industrial Center Economic Development District, as amended by Version 2025.2 of the Amended and Restated Plan: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Jones. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 8-25 An Ordinance Correcting and Amending Ordinance No. 5-24, Previously Amended, Providing that General Property Taxes Levied and collected each year on all property located within the Amended and Restated Dubuque Industrial Center Economic Development District Urban Renewal Area of the City of Dubuque, County of Dubuque, State of Iowa, by and for the benefit of the State of Iowa, City of Dubuque, County of Dubuque, Dubuque Community School District, and other taxing districts, be paid to a Special Fund for payment of principal and interest on loans, monies advanced to and Indebtedness, Including Bonds Issued or to be issued, incurred by Said City in connection with the Amended and Restated Dubuque Industrial Center Economic Development District Urban Renewal Redevelopment Project by adding Subarea T to the Division of Revenues. Seconded by Jones. Motion carried 7-0.

**ORDINANCE NO. 8-25**

**CORRECTING AND AMENDING ORDINANCE NO. 5-24, PREVIOUSLY AMENDED, PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE AMENDED AND RESTATED DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL AREA OF THE CITY OF DUBUQUE, COUNTY OF DUBUQUE, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF DUBUQUE, COUNTY OF DUBUQUE, DUBUQUE COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY SAID CITY IN CONNECTION WITH THE AMENDED AND RESTATED DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL REDEVELOPMENT PROJECT BY ADDING SUBAREA T TO THE DIVISION OF REVENUES**

Whereas, the Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District (the "District") described in Resolution No. 130-88 was adopted on May 2, 1988 and was thereafter amended and restated by Resolution No. 484-90 on December 17, 1990, Resolution No. 142-97 on April 7, 1997, Resolution No. 478-97 on November 17, 1997, Resolution No. 15-08 on January 7, 2008, Resolution No. 101-08 on March 17, 2008, Resolution No. 109-08 on April 7, 2008, Resolution No. 87-11 on March 7, 2011, Resolution No. 171-13 on June 3, 2013, Resolution No. 197-15 on June 1, 2015, Resolution No. 309-15 on September 8, 2015, Resolution No. 132-16 on September 19, 2016, Resolution No. 157-18 and Resolution No. 158-18 on May 21, 2018, Resolution 380-18 on December 17, 2018, Resolution 125-21 and Resolution 126-21 on April 19, 2021, Resolution 323-21 and Resolution 324-21 on September 20, 2021, Resolution 387-21 on November 1, 2021, Resolution 197-22 on May 16, 2022, by Resolution 289-22 on September 6, 2022, by Resolution No. 290-22 on September 6, 2022, by Resolution 73-23 on March 20, 2023, by Resolution 74-23 on March 20, 2023, by Resolution 180-23 on June 5, 2023, by Resolution 180-23-A on July 17, 2023, by Resolution 40-24 on February 19, 2024, by Resolution 103-25 on March 17, 2025, and by Resolution 104-25 on March 17, 2025 (as amended and restated, the "Urban Renewal Plan" or "Amended and Restated Urban Renewal Plan"); and

Whereas, the City Council of the City of Dubuque, Iowa originally provided for the division of taxes pursuant to Section 403.19 of the Code of Iowa within the District in Ordinance No. 26-88 passed and approved on May 2, 1988 and thereafter amended and restated by Ordinance No. 63-88 on December 5, 1988, by Ordinance No. 66-97 on November 17, 1997, by Ordinance No. 70-08 on October 20, 2008, by Ordinance No. 10-14 on February 3, 2014, by Ordinance No. 39-15 on June 1, 2015, by Ordinance No. 55-15 on September 8, 2015, by Ordinance No. 49-16 on September 19, 2016, Ordinance 18-18 on May 21, 2018, by Ordinance 45-18 on December 17, 2018, by Ordinance 15-21 and Ordinance 16-21 on April 19, 2021, by Ordinance 22-21 on June 7, 2021, by Ordinance 31-21 and Ordinance 32-21 on September 20, 2021, by Ordinance 37-21 on November 1, 2022, by Ordinance 21-22 on May 16, 2022, by Ordinance 28-22 on September 6, 2022, by Ordinance 28-22A on November 7, 2022, by Ordinance 10-23 on March 20, 2023, by Ordinance 30-23 on June 5, 2023, by Ordinance 32-23-A on July 17, 2023, by Ordinance 4-24 on February 19, 2024, by Ordinance 5-24 on February 19, 2024, and by Ordinance 8-25 on March 17, 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 5-24 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 P.M., 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 P.M., 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 P.M., 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 P.M., 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 P.M., 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 P.M., 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 P.M., 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 2010-0000 3964 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 ¼ 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 2011-000 11776 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 ¼ of the Northeast ¼ and of Lot 2 of the Southeast ¼ 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 ¼ 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 ¼ of the Northeast ¼ and of Lot 2 of 1 of the Northeast ¼ of the Northeast ¼ 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 ¼ 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 ¼ 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 ¼ of the northeast 1/4, a distance of 744.37 feet to the west line of said lot 1 of the southeast ¼ 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 ¼ 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 ¼ of the northeast 1/4, also being the southwest corner of said lot 2 of 1 of the northeast ¼ 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 ¼ 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 ¼ of the northeast ¼, 759.07 feet to the southeast corner of said lot 2 of 1 of the northeast ¼ of the northeast 1/4, also being the northeast corner of said lot 1 of the southeast ¼ of the northeast 1/4, thence south 02°41'19" east on the easterly line of said lot 1 of the southeast ¼ 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 P.M., 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 40-24 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 5-24 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) 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, and Subarea W 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.

s 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 this Ordinance No. 8-25.

Section 3: This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this 17th day of March 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

2. Award of Public Improvement Construction Contract for Bunker Hill Foundation Repair Project: Motion by Sprank to receive and file the documents and adopt Resolution No. 105-25 Awarding the Public Improvement Construction Contract for the Bunker Hill Foundation Repair Project. Seconded by Wethal. Motion carried 7-0.

**RESOLUTION NO. 105-25**
**AWARDING THE PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT FOR THE BUNKER HILL FOUNDATION REPAIR PROJECT**

Whereas, sealed proposals have been submitted by contractors for the Bunker Hill Foundation Repair Project, pursuant to Resolution No. 58-25 and Notice to Bidders on the 19th day of February 2025; and

Whereas, said sealed proposals were opened and read on the 7th day of March 2025, and it has been determined that Tricon General Construction, Inc. of Dubuque, Iowa, with a bid in the amount of $284,000, is the lowest responsive, responsible bidder for the Project.

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

That a Public Improvement Contract for the Project is hereby awarded to Tricon General Construction Inc. and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, approved, and adopted this 17th day of March 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Fuel Station Rehabilitation Project - Award Public Improvement Contract: Motion by Jones to receive and file the documents and adopt Resolution No. 106-25 Awarding Public Improvement Construction Contract for the Fuel Station Rehabilitation Project. Seconded by Resnick. Motion carried 7-0.

**RESOLUTION NO. 106-25**
**AWARDING PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT FOR THE FUEL STATION REHABILITATION PROJECT**

Whereas, sealed proposals have been submitted by contractors for the Fuel Station Rehabilitation Project, (the Project) pursuant to Resolution No. 63-25 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 7th day of February 2025; and

Whereas, said sealed proposal was opened and read on the 27th day of February 2025 and it has been determined that Evora Energy, LLC of Grimes, Iowa submitted low bid in the amount of $1,092,117.00, and is the lowest responsive, responsible bidder for the Project.

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

Section 1. That a Public Improvement Contract for the Project is hereby awarded to Evora Energy, LLC and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, adopted, and approved this 17th day of March 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

4. Request to Initiate Process for Mayor and City Council Salary Compensation: Motion by Farber to receive and file the documents and refer to City Council for discussion. Seconded by Roussell. City Council Members expressed their appreciation for the process and emphasized the importance of considering long-term compensation planning. They considered whether ward representatives should be required to select a Task Force member from within their own wards but ultimately determined that this requirement was not necessary. When asked about precedent for selecting representatives, Breitfelder stated she would need to review past records to confirm. Motion amended by Farber to receive and file the documents and direct City Council Members to provide Breitfelder with the name of their Task Force representative by April 7. Seconded by Roussell. Motion carried 7-0.

5. Utility Bill Insert Promoting Seasonal Employment Opportunities and Boards & Commissions Vacancies: Motion by Jones to receive and file a copy of the March City utility bill insert promoting the City's seasonal/temporary employment opportunities and current vacancies on the City's boards and commissions, which will be mailed to City utility customers from March 12 - April 9. Seconded by Sprank City Council Members encouraged residents to apply for the various opportunities. Motion carried 7-0.

6. 2024 Dubuque Police Department Annual Report: Motion by Jones to receive and file a copy of the 2024 Dubuque Police Department Annual Report, which will be mailed to all addresses within the city limits. Seconded by Resnick. City Council Members commended the department for its efforts in ensuring Dubuque remains a safe community. Motion carried 7-0.

7. Work Session Request: Community Foundation Contracted Service Agreement Update: Motion by Roussell to receive and file the documents and schedule the work session from 6:00 p.m. to 6:30 p.m. on Monday, May 19, 2025. Seconded by Wethal. Motion carried 7-0.

**COUNCIL MEMBER REPORTS**

Council Member Roussell reported on attending the Iowa League of Cities Local Leaders Day, meeting with the new director of the Almost Home Shelter, touring the

Open Closet, and attending Presentation Lantern Center's annual dinner.

Council Member Sprank reported on traveling to Des Moines with representatives from Table Mound and Alpine Mobile Home Parks to advocate to state legislators.

Council Member Farber reported on attending the National League of Cities (NLC) Congressional City Conference and recent meetings with the NLC technology committee, Federal Communications Commission (FCC) committee, and Google.

Council Member Jones reported on the recent passing of Bill Whitey Kemp, who was the Commander of the East Dubuque Drum and Bugel Corps.

Mayor Cavanagh reported on the City developing strong relationships with state legislators, the Iowa Governor, and federal partners, and underscored the need to ensure the completion of grants initiated under the prior presidential administration. Cavanagh also reported on speaking about the Bee Branch project at a flood conference in Quebec.

Council Member Resnick reported on the upcoming Dubuque Night in Des Moines.

**CLOSED SESSION**

Motion by Jones to convene in closed session at 8:35 p.m. to discuss Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa. Seconded by Resnick. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 9:55 p.m. stating that staff had been given proper direction.

**ADJOURNMENT**

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:55 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 6:30 p.m. on March 25, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of holding the public hearing for the Fiscal Year 2026 proposed property tax rate and Budget and Fiscal Policy Guidelines.

**PUBLIC HEARINGS**

1. Public Hearing for the Fiscal Year 2026 amount of proposed property tax rate and dollars and the Fiscal Year 2026 Budget and Fiscal Policy Guidelines: Motion by Jones to receive and file the documents and approve the Fiscal Year 2026 proposed property tax rate and dollars and the Fiscal Year 2026 Budget and Fiscal Policy Guidelines. Seconded by Farber. Clark Schloz, 2925 Burlington St., spoke about his previous engagement with city staff regarding the proposed rate increase and expressed his support, considering it reasonable. City Clerk Breitfelder stated that written input was submitted by David Soat, 2105 Embassy West Dr., and Latisha McKnight, 2060 Washington St. In response to a question about budget hearing guidelines for handling City Council budget requests for further consideration, Brumwell stated she would provide a memo to the City Council this week. Council Members highlighted the City's unique budget process and commended its transparency. They also encouraged residents to share specific recommendations on changes to city spending and programs. Additionally, Council Members requested that Van Milligen share the presentation he delivered tonight. In response to a question, Van Milligen explained that state law does not permit the City to set specific tax rates for the four property classes—residential, commercial, industrial, and agricultural—since the formula used is beyond the City's control. Motion carried 7-0.

**ADJOURNMENT**

There being no further business, Mayor Cavanagh declared the meeting adjourned at 7:20 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA
# CITY COUNCIL PROCEEDINGS
# SPECIAL SESSION
# OFFICIAL

The Dubuque City Council met in special session at 6:30 p.m. on March 31, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of the recommended Fiscal Year 2026 Budget Presentation.

**ACTION ITEM**

1. Recommended Fiscal Year 2026 Budget Presentation: Motion by Roussell to receive and file the documents and hear the presentation. Seconded by Jones. Chief Financial Officer Jennifer Larson presented the recommended Fiscal Year 2026 Budget. In response to questions, Larson explained that state law mandates enterprise funds to be self-sustaining and prohibits their transfer to other accounts. She also provided an overview of the debt issuance process. City Council Members commented on the costs associated with achieving the city's goals and the significance of making current investments to achieve long-term benefits. Motion carried 7-0.

**ADJOURNMENT**

There being no further business, Mayor Cavanagh declared the meeting adjourned at 7:14 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA
# CITY COUNCIL PROCEEDINGS
# SPECIAL SESSION
# OFFICAL

The Dubuque City Council met in special session at 6:30 p.m. on April 2, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber, Jones, Resnick, Roussell, Sprank, Wethal; City Manager Van Milligen (attended virtually).

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of receiving presentations on certain Fiscal Year 2026 Department Budgets.

## PUBLIC HEARINGS

City staff presented Fiscal Year 2026 departmental budgets and responded to City Council questions following each presentation. Presentations were given by representatives from the following departments:

1. City Manager's Office Fiscal Year 2026 Budget Presentation: Assistant City Manager Cori Burbach and Director of Sustainability Gina Bell. Written input was submitted by the Resilient Community Advisory Commission regarding the Sustainability Office's budget.

2. City Council Fiscal Year 2026 Budget Presentation: Cori Burbach.

3. City Attorney's Office Fiscal Year 2026 Budget Presentation: City Attorney Crenna Brumwell.

4. City Clerk's Office Fiscal Year 2026 Budget Presentation: City Clerk Adrienne Breitfelder.

5. Communications Office Fiscal Year 2026 Budget Presentation: Public Information Officer Randy Gehl and Geographic Information Systems (GIS) Coordinator Nikki Rosemeyer.

6. Human Resources Fiscal Year 2026 Budget Presentation: Chief Human Resources Officer Shelley Stickfort, Administrative Assistant Angie Kelley, Employment Specialist Amanda Koppes, Talent Acquisition and Diversity Coordinator Kristen Dietz, Benefits and Compensation Manager Connie Palm, Payroll and Benefits Specialist McKenzie Capesius, and Employee Relations Manager Robyn Hosch. Clark Schloz, 2925 Burlington St., provided input on the city's tuition reimbursement program and the federal government's directives on diversity, equity, and inclusion (DEI) initiatives. Council Member Wethal suggested that the improvement package for additional funding for tuition reimbursement be held for further discussion to understand the reimbursement policy. There was insufficient support to hold the item for further discussion.

## ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:17 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA
# CITY COUNCIL PROCEEDINGS
# SPECIAL SESSION
# OFFICIAL

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

Present: Mayor Cavanagh; Council Members Farber, Jones, Resnick, Roussell, Sprank, Wethal; City Manager Van Milligen (attended virtually).

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.

## CONSENT ITEMS

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

1. Catfish Creek Sewershed Interceptor Sewer Improvements - Middle Fork Project; State Revolving Fund Planning & Design Loan: Upon motion the documents were received, filed, and approved.

2. Catfish Creek Sewershed Interceptor Sewer Improvements - South Fork Project; State Revolving Fund Planning & Design Loan: Upon motion the documents were received, filed, and approved.

3. Track Line Sanitary Sewer Reconstruction Project - State Revolving Fund Planning & Design Loan: Upon motion the documents were received, filed, and approved.

## PUBLIC HEARINGS

City staff presented Fiscal Year 2026 departmental budgets and responded to City Council questions following each presentation. Presentations were given by representatives from the following departments:

1. Health Services Fiscal Year 2026 Budget Presentation: Public Health Director Mary Rose Corrigan.

2. Library Fiscal Year 2026 Budget Presentation: Library Director Nick Rossman.

3. Housing and Community Development Fiscal Year 2026 Budget Presentation: Assistant Housing and Community Development Director Mike Belmont, Deputy Code Official Ben Pothoff, Assisted Housing Supervisor Gina Hodgson, Community Development Specialist Mary Bridget Corken Deutsch, and Urban Development & Housing Rehabilitation Project Manager Maddy Haverland.

4. Office of Shared Prosperity Fiscal Year 2026 Budget Presentation: Office of Shared Prosperity and Neighborhood Support Director Anderson Sainci, Data Analyst Braden Daniels, and Community Engagement Coordinator Temwa Phiri.

5. Office of Equity and Human Rights Fiscal Year 2026 Budget Presentation: Chief of Equity and Human Rights Dr. Gisella Aitken-Shadle.

## ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:26 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS REGULAR SESSION OFFICIAL

The Dubuque City Council met in regular session at 6:30 p.m. on April 7, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

## PLEDGE OF ALLEGIANCE

## PRESENTATIONS

1. Dubuque Police Department Crisis Intervention Team 365ink Impact Award: The Dubuque Police Department's Crisis Intervention Team (CIT) member Brendan Nugent, in attendance with CIT members Joel Cross and Mike McTague, spoke about the CIT recently receiving the Dubuque 365ink Impact Award.

## PROCLAMATIONS

1. Hempstead High School 2025 State Men's Swimming Team Championship was accepted by Hempstead High School Men's Swimming Coach Rick Loeffelholz and members of the swim team on behalf of Hempstead High School.

2. National Public Health Week (April 7-12, 2025) was accepted by Environmental Sanitarian Sydney Althoff on behalf of the Health Services Department.

3. Animal Control Appreciation Week (April 13-19, 2025) was accepted by Animal Control Officer McKinzie Flanagan on behalf of the Health Services Department.

4. National Public Safety Telecommunicators Week (April 13-19, 2025) was accepted by Emergency Communications Center Director Jessica George-Rethwisch and Lead Dispatcher Katelyn McDade on behalf of the Emergency Communications Center.

5. Dubuque YP Days of Caring (April 25, 2025) was accepted by Community Service and Outreach Coordinator and YP Days of Caring Co-Chair Brittney Hayes on behalf of Dubuque YP Days of Caring.

## CONSENT ITEMS

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

1. Minutes and Reports Submitted: City Council Proceedings of March 17 and March 25, 2025; Airport Commission of January 28 and February 4, 2025; Arts and Cultural Affairs Advisory Commission of February 25, 2025; Community Development Advisory Commission of February 19, 2025; Housing Commission of January 28, 2025; Library Board of Trustees Update of February 27, 2025; Park and Recreation Commission of February 11, 2025; Resilient Community Advisory Commission of February 6, 2025; Zoning Advisory Commission of March 5, 2025; Proof of Publication for City Council Proceedings of March 3 and 17, 2025. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Susan Less for vehicle damage; Mathew Willis for property damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Tim Connolly for personal injury; Amy Keierleber Grochala for vehicle damage; Susan Less for vehicle damage; Mathew Willis for property damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 107-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 107-25**
**AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

Whereas, Section 1-7-7(E) of the Municipal Code of the City of Dubuque provides that the Finance Director-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 142-18 adopted May 7, 2018, 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.

Passed, approved, and adopted this 7th day of April 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Recommended Sculptures for 2025-26 Art on the River Rotating Public Art Exhibition: Upon motion the documents were received, filed, and approved.

6. Community Development Block Grant FY25 Annual Action Plan Amendment #2: Upon motion the documents were received and filed, and Resolution No. 108-25 Adopting the Fiscal Year 2025 (Program Year 2024) Community Development Block Grant (CDBG) Annual Action Plan Amendment #2 was adopted.

**RESOLUTION NO. 108-25**
**ADOPTING THE FISCAL YEAR 2025 (PROGRAM YEAR 2024) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN AMENDMENT #2**

Whereas, the City of Dubuque, through a series of public meetings and hearings, proposed a Fiscal Year 2025 (Program Year 2024) Community Development Block Grant Annual Action Plan for inclusion in the City Budget addressing housing and non-housing needs in the community; and

Whereas, the Community Development Advisory Commission held a public meeting and public hearing on March 26, 2025, to receive community input on the Second Amendment to the Fiscal Year 2025 (Program Year 2024) Community Development Block Grant Annual Action Plan; and

Whereas, the Community Development Advisory Commission unanimously recommended the City Council approve Amendment #2 Amendment to the Fiscal Year 2024 (Program Year 2024) Community Development Block Grant Annual Action Plan on March 26, 2025.

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

Section 1. That the Community Development Block Grant Fiscal Year 2025 (Program Year 2024) Annual Action Plan Amendment #2, attached hereto and by this reference made a part hereof, is hereby approved.

Section 2. The City Manager or his designee of the City of Dubuque is hereby authorized to direct staff to prepare and submit to the United States Department of Housing and Urban Development the Fiscal Year 2025 (Program Year 2024) Annual Action Plan Amendment #2 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 7th day of April 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

7. Disclosure of the Conflict of Interest-CDBG Program Participation: City Manager transmitted information to formally disclose a conflict of interest concerning Dale Campbell, a member of the Community Development Advisory Commission, in relation to his application for a Community Development Block Grant (CDBG) funded microenterprise grant administered by the City's Economic Development Department and Fountain of Youth. Upon motion the documents were received and filed.

8. Rescue Vehicle Grant Application Approval: City Manager recommended City Council approval to apply for the 2025 Homeland Security Grant Program to secure funds to purchase a rescue vehicle, training, and exercises in the amount of $451,907. Upon motion the documents were received, filed, and approved.

9. Northwest Arterial - State of Good Repair Project: US Highway 20 to John F. Kennedy Road - Acceptance of Public Improvement Contract: Upon motion the documents were received and filed, and Resolution No. 109-25 Accepting the Public Improvement for the Northwest Arterial - State of Good Repair Project from US20 to John F. Kennedy Road (Iowa DOT Project No. STBG-SWAP-2100 (702)--SG-31) and Authorizing Final Payment to the Contractor was adopted.

**RESOLUTION NO. 109-25**
**ACCEPTING THE PUBLIC IMPROVEMENT FOR THE NORTHWEST ARTERIAL – STATE OF GOOD REPAIR PROJECT FROM US20 TO JOHN F. KENNEDY ROAD (IOWA DOT PROJECT NO. STBG-SWAP-2100 (702)--SG-31) AND AUTHORIZING FINAL PAYMENT TO THE CONTRACTOR**

Whereas, Dubuque County was awarded a Federal BUILD Grant for "Improving the Northwest Arterial/John Deere Road Corridor for Freight Mobility" and making capacity and safety improvements to John Deere Road; and

Whereas, the City of Dubuque's Northwest Arterial - State of Good Repair Project was added to the BUILD Grant project because it is a critical freight route that connects to South John Deere Road; and

Whereas, the City's Northwest Arterial - State of Good Repair Project provided the non-federal local match to the Dubuque County BUILD Grant; and

Whereas, the FHWA required that both the Dubuque County John Deere Road Project and the City's Northwest Arterial Project be "tied" and packaged together; and

Whereas, Dubuque County was the Contracting Authority and the lead agency for entering into a public improvement contract for the construction of the John Deere Road Project and the City's Northwest Arterial Project; and

Whereas, on April 25, 2022, the City of Dubuque and Dubuque County entered into an Intergovernmental 28E Agreement that outlined the roles and responsibilities for contracting and administering both the Dubuque County John Deere Road Project and the City's Northwest Arterial Project; and

Whereas, the County was responsible for all aspects of construction administration and inspection for the John Deere Road Project; and

Whereas, the City was responsible for all aspects of construction administration and inspection for the Northwest Arterial - State of Good Repair Project; and

Whereas, now that both the County John Deere Road Project and the City's Northwest Arterial Project are completed, the City is recommending the acceptance of the Northwest Arterial - State of Good Repair Project public improvement; and

Whereas, the public improvement contract for the Northwest Arterial - State of Good Repair Project Northwest Arterial - State of Good Repair Project, which was a component of the Dubuque County Federal BUILD Grant for "Improving the Northwest Arterial/John Deere Road Corridor for Freight Mobility", has been completed by the Contractor, Pirc-Tobin Construction, Inc. of Alburnett, IA (Contractor), the City Engineer has examined the work and recommends that the Project be accepted; and

Whereas, the final contract amount for the Northwest Arterial - State of Good Repair Project is $8,674,734.82; and

Whereas, the Contractor has previously been paid $8,704,791.00, leaving a credit refund balance of $30,056.18; 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 Finance Director is hereby directed to receive and deposit the refund payment from the Contractor for the credit balance of $30,056.18 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved and adopted this 7th day of April 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

10. R22-IA RAISE Infrastructure Planning Grant - Engineering Design and NEPA / Environmental Project Development: Recommend Approval of Grant Agreement Amendment No. 1: Upon motion the documents were received and filed, and Resolution No. 110-25 Approving Grant Agreement Amendment No. 1 With the U.S. Department of Transportation for the Awarded RAISE Infrastructure Planning Grant was adopted.

**RESOLUTION NO. 110-25**
**APPROVING GRANT AGREEMENT AMENDMENT NO. 1 WITH THE U.S. DEPARTMENT OF TRANSPORTATION FOR THE AWARDED RAISE INFRASTRUCTURE PLANNING GRANT**

Whereas, the City was awarded $2.28 million in U.S. Department of Transportation RAISE Planning Grant funds to assist with the planning and design of multimodal transportation corridors for the project entitled "Building Bridges to Employment and Equity (B2E2)"; and

Whereas, the RAISE Infrastructure Planning Grant was awarded and fully executed on November 11, 2023, between the City, the Iowa Department of Transportation, and the Federal Highway Administration; and

Whereas, in June 2024, the City was awarded a RAISE Capital Grant to implement construction phases to complete the proposed 14th Street Railroad Overpass bridge and the multimodal transportation corridor improvements; and

Whereas, it was determined that an amendment to the RAISE Planning Grant Agreement was necessary to revise the Planning Grant project development schedule to align with the RAISE Capital Grant; and

Whereas, through Amendment No. 1, the Planning Grant project completion deadline is being extended to December 31, 2028, to complete NEPA requirements.

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

Section 1. That said RAISE Planning Grant Agreement Amendment No. 1 with the U.S. Department of Transportation is hereby approved.

Section 2. That the Mayor be authorized and directed to execute the RAISE Planning Grant Agreement Amendment No. 1 with the U.S. Department of Transportation.

Passed, approved and adopted this 7th day of April 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

11. Switch Development at JFK, LLC Property Right of Way Plat and Dedication - JFK Rd. and West 32nd St. Intersection Improvements Project: Upon motion the documents were received and filed, and Resolution No. 111-25 Approving the Acquisition Plat of Lot 1A of Switch Development @ JFK No. 3, In the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 111-25**
**APPROVING THE ACQUISITION PLAT OF LOT 1A OF SWITCH DEVELOPMENT @ JFK NO. 3, IN THE CITY OF DUBUQUE, IOWA**

Whereas, there has been presented to the City Council of the City of Dubuque, Iowa, an Acquisition Plat dated January 16, 2025, prepared by The City of Dubuque Engineering Department describing Lot 1A of Switch Development @ JFK No. 3, in the City of Dubuque, Iowa; and

Whereas, said plat conforms to the laws and statutes pertaining thereto; and

Whereas, upon said plat appears Lot 1A, which Switch Development at JFK, LLC by said plat has dedicated to the public forever.

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

Section 1. That the plat dated January 16, 2025, prepared by The City of Dubuque Engineering Department, 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 and on behalf of the City of Dubuque, Iowa.

Section 2. That the dedication of Lot 1A of Switch Development @ JFK No. 3, in the City of Dubuque, Iowa, for Right of Way for street and utility purposes, as it appears on said Acquisition Plat, be and the same are hereby accepted.

Section 3. 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 7th day of April 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

12. Iowa Department of Transportation PCC Patching Project Notifications Correspondence from Jesse Tibodeau, Assistant District Engineer with the Iowa Department of Transportation (DOT), notifying the City Council of PCC patching projects on US-20, US-151, and US-61. Upon motion the documents were received and filed.

13. Signed Contract(s): Offtaker Consent and Estoppel Certificate on the assignment of Eagle Point Energy - 1, LLC's interest in the Solar License and Power Purchase to KMDE, LLC. The suggested disposition for this item was omitted from the agenda. Therefore, this item will be included on a future City Council agenda for consideration and action.

14. Improvement Contracts / Performance, Payment, and Maintenance Bonds: Giese Sheet Metal Co. Inc. for the ImOn Ice Arena Dehumidification System Upgrade Project; Tschiggfrie Excavating Co. for the Southgate

Drive Sanitary Sewer Improvement Project. Upon motion the documents were received, filed, and approved.

15. Five Flags Civic Center Management Services - Negotiating with Global Spectrum, L.P. d/b/a OVG: Upon motion the documents were received and filed.

**ITEMS SET FOR PUBLIC HEARING**

Motion by Sprank to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Wethal. Motion carried 7-0.

1. Old Mill Road Lift Station and Force Main Project - Phase II: Initiate Public Bidding Process and Setting Date for a Public Hearing: Upon motion the documents were received and filed and Resolution No. 112-25 To provide for a Notice of Hearing on Proposed Plans, Specifications, Form of Contract and Estimate of Cost for the Old Mill Lift Station and Force Main Project - Phase II, and the taking of bids therefor was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on April 21, 2025 in the Historic Federal Building.

**RESOLUTION NO. 112-25**
**RESOLUTION TO PROVIDE FOR A NOTICE OF HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE OLD MILL LIFT STATION AND FORCE MAIN PROJECT - PHASE II, 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 "Old Mill Lift Station and Force Main Project - Phase II" (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 construction cost in the amount of $12,700,000 (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. April 21, 2025, 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 15, 2025, 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 2, 2025, 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 7, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

2. Setting a Public Hearing for The Jule's Iowa Department of Transportation's Consolidated Funding Application: Upon motion the documents were received and filed and Resolution No. 113-25 Setting the date for a Public Hearing on Iowa DOT Consolidated Funding Application was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on May 19, 2025, in the Historic Federal Building.

**RESOLUTION NO. 113-25**

**SETTING THE DATE FOR A PUBLIC HEARING ON IOWA DOT CONSOLIDATED FUNDING APPLICATION**

Whereas, the City of Dubuque provides fixed-route and paratransit services for the citizens of Dubuque; and

Whereas, the Iowa Department of Transportation (IDOT) is a pass-through funding entity for federal capital and operating funds; and

Whereas, the City of Dubuque has historically applied through the IDOT for these funds; and

Whereas, the City Council finds that the applying for the funds to be beneficial to the continued provision of transit service for the citizens of Dubuque; and

Whereas, the IDOT application will include requests and mandatory certifications by the City of Dubuque as follows:

From the State Transit Assistance Program: 2.067% of formula funds Total: $399,858

From federal funds for transit in non-urbanized areas and/or for transit serving primarily elderly persons and persons with disabilities: $100,642

From statewide federal capital assistance for transit: $0

We understand acceptance of federal transit assistance involves an agreement to comply with certain labor protection provisions.

We certify that the City of Dubuque/The Jule has sufficient non-federal funds or sufficient in-kind match to provide required local match for capital projects and at time of delivery will have the funds to operate and maintain vehicles and equipment purchased under this contract.

We request that State Transit Assistance formula funding be advanced as allowed by law, to improve system cash flow.

We authorize Ryan Knuckey, Director of Transportation Services, on behalf of the City Council, to apply for financial assistance and to enter into related contract(s) with the IDOT.

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

A public hearing will be held as part of the City Council Meeting on May 19, 2025. The meeting will begin at 6:30 p.m. and will be held in the City Council Chambers of the Historic Federal Building, 350 W 6th Street, Dubuque, Iowa. The purpose of the hearing is to allow public comment on the Consolidated Funding Application.

Passed, adopted and approved this 7th day of April 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**BOARDS/COMMISSIONS**

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

1. Zoning Board of Adjustment: One, 5-Year term through March 25, 2030 (Expired term of Ahlvin). Applicant: Keith Ahlvin, 264 S. Grandview. Ahlvin spoke in support of his application.

**PUBLIC HEARINGS**

1. Hold a Public Hearing to Adopt the 5-Year Public Housing Authority (PHA) Plan 2025-2029: Motion by Jones to receive and file the documents and adopt Resolution No. 114-25 Authorizing the Mayor to execute the Certification by State or Local Office of the 5-Year Public Housing Agency (PHA) Plan's Consistency with the Consolidated Plan and Approval of the 5-Year Pha Plan. Seconded by Farber. The City Council thanked the Housing Commission for their work on the plan. Motion carried 7-0.

**RESOLUTION NO. 114-25**

**AUTHORIZING THE MAYOR TO EXECUTE THE CERTIFICATION BY STATE OR LOCAL OFFICE OF THE 5-YEAR PUBLIC HOUSING AGENCY (PHA) PLAN'S CONSISTENCY WITH THE CONSOLIDATED PLAN AND APPROVAL OF THE 5-YEAR PHA PLAN**

Whereas, the U.S. Department of Housing and Urban Development requires submission of the 5-Year Public Housing Agency (PHA) Plan once every 5 PHA fiscal years; and

Whereas, the U.S. Department of Housing and Urban Development requires Certification of the 5-Year PHA Plan's Consistency with the Consolidated Plan; and

Whereas, the Housing commission reviewed the 5-Year PHA Plan on April 1, 2025; and

Whereas, the Resident Advisory Board reviewed the 5-Year PHA Plan on February 12, 2025; and

Whereas, the City Council held a public hearing to receive comment on the proposed 5-Year PHA Plan on April 7, 2025.

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

Section 1: That the Mayor is hereby authorized and directed to certify the 5-Year PHA Plan's Consistency with the Consolidated Plan; and

Section 2: That the Director of Housing and Community Development is hereby authorized to submit the 5-Year PHA Plan and the Certification as required by the U.S. Department of Housing and Urban Development.

Passed, approved and adopted this 7th day of April 2025.

Brad M Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

2. Heeb Street Reconstruction Project Public Hearing: Motion by Wethal to receive and file the documents and adopt Resolution No. 115-25 Approval of Plans, Specifications, Form of Contract, and Estimated Cost for the Heeb Street Reconstruction Project. Seconded by Sprank. Responding to a question about the project's impact on residents, Civil Engineer Jon Dienst stated that the selected contractor will be required to accommodate property owners on access to their properties, a requirement that was discussed during the pre-bid meeting. The goal is to complete the project before the start of the school year. Motion carried 7-0.

**RESOLUTION NO. 115-25**
**APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR THE HEEB STREET RECONSTRUCTION PROJECT**

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

That the plans, specifications, form of contract and cost for the Heeb Street Reconstruction Project in the estimated amount $677,849.00, are hereby approved.

Passed, approved and adopted this 7th day of April 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Heeb Street Reconstruction Project Special Assessments: Motion by Jones to receive and file the documents and adopt Resolution No. 116-25 Approving Schedule of Assessments and Estimate of Total Cost for the 2025 Heeb Street Reconstruction Project and Resolution No. 117-25 With Respect to the Adoption of the Resolution of Necessity Proposed for the Heeb Street Reconstruction Project. Seconded by Farber. Motion carried 7-0.

**RESOLUTION NO. 116-25**
**APPROVING SCHEDULE OF ASSESSMENTS AND ESTIMATE OF TOTAL COST FOR THE 2025 HEEB STREET RECONSTRUCTION PROJECT**

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

That the attached plat, schedule of assessments, and estimate of total cost for the Heeb Street Reconstruction Project are hereby approved.

Passed, approved and adopted this 7th day of April 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. 117-25**
**RESOLUTION WITH RESPECT TO THE ADOPTION OF THE RESOLUTION OF NECESSITY PROPOSED FOR THE HEEB STREET RECONSTRUCTION PROJECT**

Whereas, the City Council has proposed a Resolution of Necessity for the Heeb Street Reconstruction Project and has given notice of the public hearing thereon as required by law; and

Whereas, the public hearing has been held, all persons offering objections have been heard and consideration given to all objections and is pending before this Council; and

Whereas, this is the time and place set as provided for the taking of action on the proposed Resolution of Necessity.

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

That the proposed Resolution of Necessity described above is hereby:

- Adopted, without amendment, and all objections filed or made having been duly considered are overruled.

Passed, adopted and approved this 7th day of April 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

4. Private Lead Service Line Replacement Pilot Program - Phase 1 Construction Public Hearing: Motion by Jones to receive and file the documents and adopt Resolution No. 118-25 Finally approving and confirming plans, specifications, form of contract and estimate of cost for the Lead Service Line Replacement - Phase 1 Project. Seconded by Wethal. In response to questions, Water Department Director Chris Lester provided an overview of the Iowa Department of Natural Resources' (DNR) State Revolving Fund (Iowa SRF) program, noting that it will forgive 49% of construction costs. He explained that the current phase secures funding for the first 200 of the 585 homes scheduled to participate in the program. While funding is in place for this initial phase, future funding remains uncertain. Lester also confirmed that in-home verification is required to determine whether a service line is made of lead. City Council Members expressed strong support for the program and emphasized its importance. Motion carried 7-0.

**RESOLUTION NO. 118-25**
**RESOLUTION FINALLY APPROVING AND CONFIRMING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE LEAD SERVICE LINE REPLACEMENT - PHASE 1 PROJECT**

Whereas, the City Council of the City of Dubuque, Iowa, has heretofore given preliminary approval to the plans, specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed Lead Service Line Replacement - Phase 1 Project (the "Project"), as described in the notice of hearing on the Contract Documents for the Project; and

Whereas, a hearing has been held on the Contract Documents on April 7, 2025.

NOW, THEREFORE, Be It Resolved by the City Council of the City of Dubuque, Iowa, as follows:

Section 1. The Contract Documents referred to in the preamble hereof are hereby finally approved, the prior action of the City Council giving preliminary approval is hereby finally confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved April 7, 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Public Hearing on a Subordination Agreement for DRLP Loan #2-23 - 1199 Central Avenue: Motion by Sprank to receive and file the documents and adopt Resolution No. 119-25 Approving a Subordination Agreement by and among the City of Dubuque, Iowa, Virtual Velocity, LLC, and New Silver Lending LLC for interest in city property located at 1199 Central Avenue. Seconded by Wethal. In response to a question, Assistant Economic Development Director Ian Hatch confirmed that references to 'DI' refer to Dubuque Initiatives, which is subject to a separate subordination agreement. Motion carried 7-0.

**RESOLUTION NO. 119-25**
**APPROVING A SUBORDINATION AGREEMENT BY AND AMONG THE CITY OF DUBUQUE, IOWA, VIRTUAL VELOCITY, LLC, AND NEW SILVER LENDING LLC FOR INTEREST IN CITY PROPERTY LOCATED AT 1199 CENTRAL AVENUE**

Whereas, the City of Dubuque, Iowa, (City) and Virtual Velocity, LLC have entered into a Grant Agreement (the Agreement) for the rehabilitation of 1199 Central Avenue (the Project) legally described as follows:

NLY 87' 1.2" of N 3/5 of City LOT 447; locally known as 1199 Central Avenue (the Property); and

Whereas, the Agreement includes the award of a $300,000 Downtown Rehabilitation Loan (the Loan) for the purpose of stimulating reinvestment in the Greater Downtown Urban Renewal District; and

Whereas, the Project meets the requirements of the Loan; and

Whereas, as security for the Loan, Virtual Velocity, LLC previously granted to City a mortgage on the Property (the City Mortgage); and

Whereas, New Silver Lending LLC has refinanced the primary construction loan which includes a mortgage (the New Silver LLC Mortgage) and requires that the City Mortgage be subordinate to the New Silver LLC Mortgage pursuant to a Subordination Agreement; and

Whereas, a public hearing was held on the proposed Subordination Agreement on April 7, 2025, at 6:30 p.m.; and

Whereas, the City Council has tentatively determined that approval of the Subordination Agreement is in the public interest of the City of Dubuque by Resolution No. 100-25.

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

Section 1. The Subordination Agreement by and among the City of Dubuque, Iowa, Virtual Velocity, LLC, and New Silver Lending LLC is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Subordination Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Subordination Agreement as herein approved.

Section 4. That the notice of the proposed action to subordinate shall be in substantially the form attached hereto.

Passed, approved and adopted this 7th day of April 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**PUBLIC INPUT**

Emily Wilson, 3135 Nightengale Ln.; Jesse Kemp, 3400 Nightengale Ln.; and Carol Maas, 3095 Nightengale Ln., spoke in opposition to Action Item No. 1, expressing various concerns with the proposal to rezone the properties to R-4. Applicant Julie Merfeld, 10713 Cottingham Rd., spoke about previous attempts to sell the property and the nature of Cedar Cross Rd.

Breitfelder announced receipt of written input from Carol Maas, 3095 Nightengale Ln., and Clarke and Sharon Payne, 470 Woodland Ridge, regarding Action Item No. 1.

**ACTION ITEMS**

1. Request to Rezone 405 and 575 Cedar Cross Road - Second Reading: Motion by Jones to receive and file the communications and approve second reading of an ordinance Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by Reclassifying Hereinafter Described Property Located at 405 Cedar Cross Road and 595 Cedar Cross Road from R-1 Single-Family Residential District to R-4 Multiple-Family Residential District. Seconded by Farber. In response to questions, Planning Services Director Wally Wernimont provided an overview of development on Cedar Cross Road, noting that he could not comment on specific property access without a proposed site plan. He explained that while the Planning Services Department typically offers guidance to applicants seeking rezoning, they were unable to do so in this case due to the uncertainty on the future use of the properties. City Council Members acknowledged the city's ongoing need for housing and discussed whether R-4 zoning was appropriate for the properties in question, noting that their opinions on the rezoning were divided. Wernimont suggested the City Council could remand the item back to the Zoning Advisory Commission (ZAC), which would prevent an additional application fee for the applicants. If the City Council chose not to remand the item, the applicants would need to submit a new application and pay the associated fee. Brumwell advised that, if the City Council is inclined to pursue Wernimont's recommendation, that motion should be acted on first. Both Brumwell and Wernimont confirmed that remanding the item would initiate a public hearing process before both ZAC and the City Council. Jones withdrew the motion, with concurrence from Farber.

Motion by Roussell to remand the item to the ZAC for an R-3 rezoning recommendation. Seconded by Farber. Wernimont stated that the timing of presenting the item to the Zoning Adjustment Commission then City Council will depend on the applicant. Motion carried 7-0.

2. First Amendment to Development Agreement with Kinseth Hospitality, Inc.: Motion by Jones to receive and file the documents and adopt Resolution No. 120-25 Approving the First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Kinseth Hospitality Company, Inc. Seconded by Resnick. City Council Members acknowledged concerns about project delays caused by various factors affecting many developers, and encouraged local financial institutions to consider how they might help support these efforts. Motion carried 7-0.

**RESOLUTION NO. 120-25**
**APROVING THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND KINSETH HOSPITALITY COMPANY, INC.**

Whereas, the City of Dubuque and Kinseth Hospitality Company, Inc., an Iowa corporation with its principal place of business in Iowa (Developer) entered into that certain Development Agreement dated September 16, 2024, with respect to the matters specified therein; and

Whereas, the parties desire to further modify the Development Agreement as set out in the First Amendment to Development Agreement attached hereto; and

Whereas, the City Council finds that it is in the interests of the City of Dubuque to approve the First Amendment to Development Agreement.

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

Section 1. The First Amendment to Development Agreement is hereby approved.

Passed, approved and adopted this 7th day of April 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Work Session Request: Equitable Poverty Reduction & Prevention Plan Update: Motion by Sprank to receive and file the documents and schedule the work session for June 2, 2025, at 5:15 p.m. Seconded by Wethal. Motion carried 7-0.

4. Quarterly Update Video on New Housing Development Projects: Motion by Sprank to receive and file the documents and view the video. Seconded by Wethal. City Communications Office staff showed a video highlighting progress made over the last three months on several local housing creation projects. The video can also be seen at: https://youtu.be/k1aSY7iA1Ko. Motion carried 6-0, with Resnick away from the dais during the vote.

## COUNCIL MEMBER REPORTS

Sprank reported on the North End Neighborhood Association Family Fun Day.

Jones reported on Dubuque Night in Des Moines, the City's budget meetings, a meeting with Dubuque National Guard families to discuss support networks during an upcoming deployment, a ribbon cutting for Butt's Florist, attending a class on landfill fires, the grand opening of T&T Equipment Rental, and the Dubuque Metropolitan Area Solid Waste Agency (DMASWA) special meeting in which a resolution was signed to proceed with the customer convenience center.

Farber reported on participating in an activity facilitated by Two by Two Character Development at Eisenhower Elementary School and speaking at an event celebrating Dubuque Hempstead High School's men's swim team for their state swimming championship.

Wethal thanked the Public Works Department for displaying refuse trucks outside the Historic Federal Building prior to the meeting and for their work throughout the City. Wethal also reported on the Bluff St. Neighborhood Association placing planters on Bluff St.

Resnick reported on the Dubuque Symphony Orchestra's educational programming and that he was stepping down as wind conductor for their youth program.

Roussell reported on attending the Main Street America Conference as a board member of Dubuque Main Street and congratulated David Barba for being named Executive Director of Dubuque Main Street.

Cavanagh reported on testifying at a subcommittee meeting on property tax legislation at the state capitol, the Iowa League of Cities (ILC) modeling tool on the legislation, engaging with a subcommittee on Tax Increment Financing (TIF) legislation, the Growing Sustainable Communities Conference, meeting with the Iowa Knights of Columbus, the Dubuque Racing Association (DRA) grant kickoff, Envision 2030, and the Midwest Marketplace Conference.

## CLOSED SESSION

Motion by Jones to convene in closed session at 8:33 p.m. to discuss Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa. Seconded by Resnick. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 8:48 p.m. stating that staff had been given proper direction.

## ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:48 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA
# CITY COUNCIL PROCEEDINGS
# SPECIAL SESSION
# OFFICIAL

The Dubuque City Council met in special session at 6:30 p.m. on April 8, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber, Jones, Resnick, Roussell (attended virtually), Sprank, Wethal; City Manager Van Milligen (attended virtually).

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of receiving presentations on certain Fiscal Year 2026 Department Budgets.

## PUBLIC HEARINGS

City staff presented Fiscal Year 2026 departmental budgets and responded to City Council questions following each presentation. Presentations were given by representatives from the following departments:

1. Airport Fiscal Year 2026 Budget Presentation: Airport Director Todd Dalsing. Mayor Cavanagh requested that Improvement Package No. 3 for an additional $10,000 for advertising expenses, which was not recommended, be held for consideration during the final hearing to adopt the budget. In response to questions about why the improvement package was not recommended, Van Milligen referred to the package description, which indicated that the additional advertising was intended for events, rather than for commercial flights. As a result, Van Milligen concluded that the request did not align with the City Council's top priority on air service. Dalsing confirmed that, if approved, the funds could be spent on advertising for commercial air service, which City Council expressed support for. All seven Council Members concurred with holding the improvement package for discussion during the final budget hearing. Council Members requested a report be submitted for the final budget hearing outlining how the funds would be allocated toward commercial air service advertising if approved. They also acknowledged that a recurring improvement package request must be identified to offset the cost of this proposal if they chose to approve it.

2. Purchase of Services Fiscal Year 2026 Budget Presentation: Assistant City Manager Cori Burbach.

3. Planning Fiscal Year 2026 Budget Presentation: Planning Services Director Wally Wernimont.

4. Economic Development Fiscal Year 2026 Budget Presentation: Economic Development Director Jill Connors, Assistant Economic Development Director Ian Hatch, and Arts and Cultural Affairs Manager Bonnie Spurling. Clark Schloz, 2925 Burlington St., spoke on the City's engagement with developers, road use tax funds, and the Unified Development Code (UDC) update.

5. Finance Fiscal Year 2026 Budget Presentation: Chief Financial Officer Jennifer Larson, Purchasing and Risk Manager Tony Breitbach, and Utility Billing Supervisor Chris Vallee.

## ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:43 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA
# CITY COUNCIL PROCEEDINGS
# SPECIAL SESSION
# OFFICIAL

The Dubuque City Council met in special session at 6:30 p.m. on April 9, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber, Jones, Resnick, Roussell (attended virtually), Sprank, Wethal; City Manager Van Milligen (attended virtually).

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of receiving presentations on certain Fiscal Year 2026 Department Budgets.

## PUBLIC HEARINGS

Parks and Recreation Director Marie Ware made introductory remarks for the department. City staff then presented Fiscal Year 2026 departmental budgets and responded to City Council questions following each presentation. Presentations were given by representatives from the following departments:

1. Parks Fiscal Year 2026 Budget Presentation: Park Division Manager Steve Fehsal. Jean McDonald, 3120 Eagle Point Dr.; Sue Dillon, 3057 Westmore Dr.; John Dolter, 2111 Orchard Dr.; Kelly Lengeling, 1165 Arrowhead Dr.; Al Pline, 334 Angela Jean Cr., Tom Fondell, 2570 Shiras Ave.; Karen Rokusek, 14248 Augusta Ct.; Mary Klaas, 1605 Lincoln Ave.; Lynn LeBlanc, 2181 Orchard Dr.; Will Meyer, 1856 Rhomberg Ave.; and Rob McDonald, 3399 Eagle Point Dr., expressed concerns about the current condition of Eagle Point Park, noting the deterioration of several amenities, including the prairie, pavilions, and restrooms. They also inquired about the possibility of removing the out-of-service water tower. Several individuals suggested that community volunteers could assist with plant maintenance efforts. Wethal requested Improvement Package No. 3 for a full-time Maintenance Technician position, which was not recommended, be held for separate discussion at the final hearing to adopt the budget. Fehsal confirmed that the proposed position was not considered for a specific location, but that Eagle Point Park would be a good fit. All six City Council members present at the dais concurred with holding the improvement package for discussion at the final budget hearing. Roussell's decision was not confirmed due to technical difficulties.

2. Recreation Fiscal Year 2026 Budget Presentation: Recreation Division Manager Dan Kroger.

3. Grand River Conference Center Fiscal Year 2026 Budget Presentation: Parks and Recreation Director Marie Ware.

4. ImOn Ice Center Fiscal Year 2026 Budget Presentation: Parks and Recreation Director Marie Ware.

5. Five Flags Civic Center Fiscal Year 2026 Budget Presentation: Parks and Recreation Director Marie Ware. Council Member Wethal proposed deferring the Downtown Tax Increment Financing (TIF) allocation for Five Flags by one year, recommending that $750,000 budgeted for Fiscal Year 2027 be withheld and instead used as matching funds for grant applications supporting the establishment of a railroad quiet zone. While Sprank expressed support for the proposal, the remaining City Council Members opposed it, emphasizing the long-overdue improvements needed at Five Flags.

## ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:23 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 6:30 p.m. on April 10, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber, Jones, Resnick, Sprank, Wethal; City Manager Van Milligen (attended virtually).

Absent: Council Member Roussell.

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.

## ITEMS SET FOR PUBLIC HEARING

1. Set Public Hearing on Fiscal Year 2026 City Budget: Motion by Jones to receive and file the documents and adopt Resolution No. 121-25 Setting the Date for the Public Hearing on the Fiscal Year 2026 Budget for the City of Dubuque and Resolution No. 122-25 Setting the Date for the Public Hearing on the Five-Year Capital Improvement Program for Fiscal Years 2026 through 2030 for the City of Dubuque, setting a public hearing for a meeting to commence at 6:30 p.m. on April 28, 2025 in the Historic Federal Building. Seconded by Resnick. Motion carried 6-0.

### RESOLUTION NO. 121-25
### 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 2026 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 2026 budget for the City of Dubuque in the City Council Chambers and virtually on Monday, April 28, 2025, beginning at 6:30 p.m.

Passed, approved and adopted this 10th day of April 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

### RESOLUTION NO. 122-25
### SETTING THE DATE FOR THE PUBLIC HEARING ON THE FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEARS 2026 THROUGH 2030 FOR THE CITY OF DUBUQUE

Whereas, a proposed Five-Year Capital Improvement Program for the City of Dubuque for Fiscal Years 2026 through 2030 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 2026 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 2026 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 2026 through 2030 in the City Council Chambers and virtually on Monday, April 28, 2025, beginning at 6:30 p.m.

Passed, approved and adopted this 10th day of April 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

## PUBLIC HEARINGS

City staff presented Fiscal Year 2026 departmental budgets and responded to City Council questions following each presentation. Presentations were given by representatives from the following departments:

1. Emergency Management Fiscal Year 2026 Budget Presentation: Emergency Management Director Tom Berger.

2. Emergency Communications Fiscal Year 2026 Budget Presentation: Emergency Communications Director Jessica George-Rethwisch.

3. Police Fiscal Year 2026 Budget Presentation: Assistant Police Chief Joe Messerich.

4. Fire Fiscal Year 2026 Budget Presentation: Fire Chief Amy Scheller.

## ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:01 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA
# CITY COUNCIL PROCEEDINGS
# SPECIAL SESSION
# OFFICIAL

The Dubuque City Council met in special session at 6:00 p.m. on April 21, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session to receive an update from Greater Dubuque Development Corporation.

**WORK SESSION**

Greater Dubuque Development Corporation Quarterly Update

President and CEO Rick Dickinson and Director of Workforce Programming Nic Hockenberry presented a quarterly update on Greater Dubuque Development Corporation (GDDC). In response to a question about potential uncertainty surrounding federal Head Start funding, Dickinson noted that GDDC and childcare providers are actively monitoring the situation.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:29 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA
# CITY COUNCIL PROCEEDINGS
# REGULAR SESSION
# OFFICIAL

The Dubuque City Council met in regular session at 6:30 p.m. on April 21, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

**PLEDGE OF ALLEGIANCE**

Breitfelder announced that the presentation recognizing LaMetra Murdock's Women's Leadership Network Women of Achievement Award was removed from this meeting and will be rescheduled to a future meeting.

**PROCLAMATIONS**

1. Community Development Week (April 21-25, 2025) was accepted by Catholic Charities Executive Director Tracy Morrison on behalf of the Housing and Community Development Department.

2. Arbor Day (April 25, 2025) was accepted by Tom Kramer on behalf of Dubuque Trees Forever.

**CONSENT ITEMS**

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

1. Minutes and Reports Submitted: City Council Proceedings of March 31, and April 2, April 3, April 7, April 8, April 9, and April 10, 2025; Airport Commission of February 25, 2025; Community Development Advisory Commission of March 26, 2025; Library Board of Trustees Update of March 27, 2025; Equity and Human Rights Commission of February 11, 2025; Proof of Publication for City Council Proceedings of March 25, 2025. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Nathan and Shauna Peterson for vehicle damage; Susan Schueller for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 123-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 123-25**
**AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

Whereas, Section 1-7-7(E) of the Municipal Code of the City of Dubuque provides that the Finance Director-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 142-18 adopted May 7, 2018, 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.

Passed, approved, and adopted this 21st day of April 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

4. Sustainable Dubuque Community Grant Award Recommendation: Upon motion the documents were received and filed, and Resolution No. 124-25 Awarding Sustainable Dubuque Grant to American Legion Auxiliary; Resolution No. 125-25 Awarding Sustainable Dubuque Grant to the Grand River Center; Resolution No. 126-25 Awarding Sustainable Dubuque Grant to Saint Vincent De Paul; Resolution No. 127-25 Awarding Sustainable Dubuque Grant to the Bike Coop; Resolution No. 128-25 Awarding Sustainable Dubuque Grant to Roosevelt Middle School; Resolution No. 129-25 Awarding Sustainable Dubuque Grant to Westminster Presbyterian Church; and Resolution No. 130-25 Awarding Sustainable Dubuque Grant to Saint Mark Youth Enrichment were adopted.

**RESOLUTION NO. 124-25**
**AWARDING SUSTAINABLE DUBUQUE GRANT TO AMERICAN LEGION AUXILIARY**

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 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 2021 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

Whereas, the City Council in 2021 reaffirmed its commitment to sustainability through partnerships by adopting the specific goal, "Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable"; and

Whereas, the City Council in 2021 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, equity, 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 fund six high school junior girls in the city of Dubuque to attend a learning experience dedicated to responsible citizenship, leadership, and mission to encourage volunteering in their communities; and

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 American Legion Auxiliary.

Section 2. The City Manager or his designee shall enter into a grant agreement with American Legion Auxiliary and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved, and adopted this 21st day of April 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. 125-25**
**AWARDING SUSTAINABLE DUBUQUE GRANT TO THE GRAND RIVER CENTER**

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 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 2021 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

Whereas, the City Council in 2021 reaffirmed its commitment to sustainability through partnerships by adopting the specific goal, "Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable"; and

Whereas, the City Council in 2021 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, equity, 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 an edible garden for flowers and vegetables, supporting the kitchen, enhancing local diversity, and providing fresh produce for use in meals served at the Grand River Center; and

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 the Grand River Center.

Section 2. The City Manager or his designee shall enter into a grant agreement with the Grand River Center and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved, and adopted this 21st day of April 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. 126-25**
**AWARDING SUSTAINABLE DUBUQUE GRANT TO SAINT VINCENT DE PAUL**

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 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 2021 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

Whereas, the City Council in 2021 reaffirmed its commitment to sustainability through partnerships by adopting the specific goal, "Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable"; and

Whereas, the City Council in 2021 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, equity, 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 Dubuqueprinciple 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 a commercial cooler for the produce grown in a hydroponic container farm on the St. Vincent de Paul campus.

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 Saint Vincent de Paul.

Section 2. The City Manager or his designee shall enter into a grant agreement with Saint Vincent de Paul and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved, and adopted this 21st day of April 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. 127-25**
**AWARDING SUSTAINABLE DUBUQUE GRANT TO THE BIKE COOP**

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 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 2021 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

Whereas, the City Council in 2021 reaffirmed its commitment to sustainability through partnerships by adopting the specific goal, "Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable"; and

Whereas, the City Council in 2021 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, equity, 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 bring awareness and encourage participation in National Bike to Work Week and Bike Month.

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 the Bike Co-op.

Section 2. The City Manager or his designee shall enter into a grant agreement with the Bike Coop and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved, and adopted this 21st day of April 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. 128-25**
**AWARDING SUSTAINABLE DUBUQUE GRANT TO ROOSEVELT MIDDLE SCHOOL**

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 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 2021 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

Whereas, the City Council in 2021 reaffirmed its commitment to sustainability through partnerships by adopting the specific goal, "Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable"; and

Whereas, the City Council in 2021 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, equity, 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 establish a smaller demonstration prairie plant garden with labeled plant varieties within Roosevelt Middle School's existing prairie.

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 Roosevelt Middle School.

Section 2. The City Manager or his designee shall enter into a grant agreement with Roosevelt Middle School and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved, and adopted this 21st day of April 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. 129-25**

**AWARDING SUSTAINABLE DUBUQUE GRANT TO WESTMINSTER PRESBYTERIAN CHURCH**

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 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 2021 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

Whereas, the City Council in 2021 reaffirmed its commitment to sustainability through partnerships by adopting the specific goal, "Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable"; and

Whereas, the City Council in 2021 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, equity, 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 replace raised garden beds, increasing the ease of growing and harvesting food by eliminating fences to crawl over and raising the height of the beds for less bending; and

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 Westminster Presbyterian Church.

Section 2. The City Manager or his designee shall enter into a grant agreement with Westminster Presbyterian Church and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved, and adopted this 21st day of April,2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. 130-25**

**AWARDING SUSTAINABLE DUBUQUE GRANT TO SAINT MARK YOUTH ENRICHMENT**

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 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 2021 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

Whereas, the City Council in 2021 reaffirmed its commitment to sustainability through partnerships by adopting the specific goal, "Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable"; and

Whereas, the City Council in 2021 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, equity, 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 fund children's experiences in nature this summer, including lessons on plant cycles, gardening, hiking, animals, and kayaking; and

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 Saint Mark Youth Enrichment.

Section 2. The City Manager or his designee shall enter into a grant agreement with Saint Mark Youth Enrichment and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved, and adopted this 21st day of April 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. First Amendment to Development Agreement between the City of Dubuque and Wilson House Apts, LLC for the Rehabilitation of 1243 Locust Street: Upon motion the documents were received and filed, and Resolution No. 131-25 Approving the First Amendment to Development Agreement by and Between the City of Dubuque, Iowa and Wilson House Apts, LLC was adopted.

**RESOLUTION NO. 131-25**
**APPROVING THE FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND WILSON HOUSE APTS, LLC**

Whereas, the City of Dubuque (City) and Wilson House Apts, LLC (Developer) entered into a Development Agreement dated May 20, 2024, for the redevelopment of 1234 Locust Street in the City of Dubuque, Iowa (the Project); and

Whereas, City and Developer desire to amend the Development Agreement as set forth in the attached First Amendment to Development Agreement.

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

Section 1. The First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Wilson House Apts, LLC, copy of which is attached hereto, is hereby approved.

Section 2. The Mayor is hereby authorized and directed to execute the First Amendment to Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. The City Manager is authorized to take such actions as are necessary to comply with the terms of the First Amendment to Development Agreement as herein approved.

Passed, approved, and adopted this 21st day of April 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

6. Final Plat of Kellhoff Addition: Upon motion the documents were received and filed, and Resolution No. 132-25 Approving the Final Plat of Kellhoff Addition, in the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 132-25**
**APPROVING THE FINAL PLAT OF KELLHOFF ADDITION, IN THE CITY OF DUBUQUE, IOWA**

Whereas, there has been filed with the City Clerk a Final Plat of Kellhoff Addition in the City of Dubuque, Iowa; and

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

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

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

Section 1. That Section 11-14(B) of Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is waived regarding required lot area for Lot 1 and Lot 2 of Kellhoff Addition.

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

Passed, approved and adopted this 21st day of April 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

7. Final Plat of Hy-Vee Subdivision No. 2: Upon motion the documents were received and filed, and Resolution No. 133-25 Approving the Final Plat of Hy-Vee Subdivision No. 2, in the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 133-25**
**APPROVING THE FINAL PLAT OF HY-VEE SUBDIVISION NO. 2, IN THE CITY OF DUBUQUE, IOWA**

Whereas, there has been filed with the City Clerk a Final Plat of Hy-Vee Subdivision No. 2 in the City of Dubuque, Iowa; and

Whereas, upon said final plat appears additional right of way areas of Valley Street (Lot A and B), together with certain public utility easements, which the owner by said final plat has dedicated to the public forever; and

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

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

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

Section 1. That the dedication of additional right of ways of Valley Street (Lot A and B), together with certain public utility easements, as they appear on said final plat, be and the same are hereby accepted; and

Section 2. That the Final Plat of Hy-Vee Subdivision No. 2, in the City of Dubuque, Iowa is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa upon said Final Plat.

Passed, approved and adopted this 21st day of April 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

8. Signed Contract(s): Offtaker Consent and Estoppel Certificate on the assignment of Eagle Point Energy - 1, LLC's interest in the Solar License and Power Purchase to KMDE, LLC; Lease Agreement with Dubuque Water Sports Club. Upon motion the documents were received and filed.

9. Improvement Contract(s), Performance, Payment, and Maintenance Bonds: Tricon General Construction, Inc. for the Bunker Hill Foundation Repair Project. Upon motion the documents were received, filed, and approved.

10. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 134-25 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

**RESOLUTION NO. 134-25**
**APPROVING APPLICATIONS FOR RETAIL ALCOHOL LICENSES, AS REQUIRED BY CITY OF DUBUQUE CODE OF ORDINANCES TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 2 LIQUOR CONTROL, ARTICLE B LIQUOR, BEER AND WINE LICENSES AND PERMITS**

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:

Renewals

Backpocket Dubuque, 333 E 10th St., Ste A (Including Taproom & Western Premise)
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.
Loras College Campus Center, 1450 Alta Vista St.
Marco's Italian American Food, 2022 Central Ave.
Monks Kaffee Pub, 373 Bluff St.
Old Chicago Pizza and Taproom, 3100 Dodge St.
Olive Garden Italian Restaurant 1516, The, 3350 Dodge St.
Paro Food Mart, 3200 Central Ave.
Posh Lounge, 900 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.

Special Event(s) per Special Event Application Submittal
Dubuque Main Street 6-2-25 to 6-6-25, 699 Main St.
Q Casino & Resort; 5-23-25 to 5-27-25, 6-27-25 to 7-1-25, 7-5-25 to 7-9-25, 7-19-25 to 7-23-25, 7-26-25 to 7-30-25, 8-15-25 to 8-28-25, 9-11-25 to 9-15-25, 1855 Greyhound Park Rd. Parking Lot
Ownership Changes/Amendments,
Gary Dolphin's Iron Bar, 333 East 10th St.

Passed, approved, and adopted this 21st day of April 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

11. Approval of Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permit Applications: Upon motion the documents were received and filed, and Resolution No. 135-25 Approving Applications for Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permits, as Required by Iowa Code 453A.47A and Senate File 345 was adopted.

**RESOLUTION NO. 135-25**
**APPROVING APPLICATIONS FOR RETAIL TOBACCO, TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, VAPOR PRODUCTS, AND DEVICE PERMITS, AS REQUIRED BY IOWA CODE 453A.47A AND SENATE FILE 345**

Whereas, applications for Tobacco/ Tobacco Products/ Alternative Nicotine Products/ Vapor Products/ Device retail permits have been submitted and filed with the City Clerk; and

Whereas, the applicants have filed the proper application and fees as required by the Iowa Department of Revenue; and

Whereas, applications are presented to City Council for approval.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued the following named applicants and locations for Cigarette/Device/Tobacco/Nicotine/Vapor or retail permit.

Location Name, Location Address, Application Type
Pink Clouds Smoke Shop, 3301 Pennsylvania Ave., Device Retailer Permit
Moondog Music, 806 Wacker Dr. Ste 120, Device Retailer Permit
The Konnexion, 1099 University Ave., Tobacco Retail Permit
Moondog Music, 806 Wacker Dr. Ste 120, Tobacco Retail Permit

Passed, approved, and adopted this 21st day of April 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**ITEMS SET FOR PUBLIC HEARING**

Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Wethal. Motion carried 7-0.

1. 2025 Repair and Maintenance of the Iowa Street Parking Garage - Initiate Public Bidding Process and Setting Date for a Public Hearing: Upon motion the documents were received and filed and Resolution No. 136-25 2025 Repair and Maintenance of the Iowa Street Parking Garage: Preliminary Approval of Plans, Specifications, Form of Contract, and Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost; and ordering the advertisement for bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on May 5, 2025 in the Historic Federal Building.

**RESOLUTION NO. 136-25**
**2025 REPAIR AND MAINTENANCE OF THE IOWA STREET PARKING GARAGE - 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**

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

Section 1. The proposed plans, specifications, form of contract and estimated cost for the 2025 Repair and Maintenance of the Iowa Street Parking Garage in the estimated base bid amount of $4,011,300.00, are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

Section 2. A public hearing will be held on the 5th day of May, 2025, at 6:30 p.m. in the Historic Federal Building Council Chambers 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the attached notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any

interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

Section 3. The 2025 Repair and Maintenance of the Iowa Street Parking Garage is hereby ordered to be advertised for bids for construction.

Section 4. 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.

Section 5. The City Engineer is hereby directed to advertise for bids for the construction of the improvements herein provided, by publishing the Notice to Bidders to be published on the City of Dubuque website and a contractor plan room service with statewide circulation, which notice shall be published not less than thirteen but not more than forty-five days before the date for filing bids before 2:00 p.m. on the 8th day of May 2025. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 19th day of May 2025, in the Historic Federal Building Council Chambers (and/or by virtual means) 350 West 6th Street, Dubuque, Iowa.

Passed, adopted and approved this the 21st day of April 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

2. Resolution Setting Public Hearing on a Proposed Development Agreement with FitzGerald EnterpriZes, L.L.C.: Upon motion the documents were received and filed and Resolution No. 137-25 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and between the City of Dubuque, Iowa and Fitzgerald EnterpriZes, L.L.C., Including the Proposed Issuance of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, and Providing for the publication of Notice thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on May 5, 2025 in the Historic Federal Building.

**RESOLUTION NO. 137-25**
**FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND FITZGERALD ENTERPRIZES, L.L.C., INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEROF**

Whereas, City and FitzGerald EnterpriZes, L.L.C. have tentatively entered into a Development Agreement, subject to the approval of the City Council, a copy of which is now on file at the Office of the City clerk, City Hall, 50 W 13th Street, Dubuque, Iowa for the development of property located at 2400 Central Avenue; and

Whereas, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement with FitzGerald EnterpriZes, L.L.C.; and

Whereas, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue obligations, as provided by Iowa Code Chapter 403, pursuant to the Development Agreement; and

Whereas, before said obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to authorize Urban Renewal Tax Increment Revenue obligations, to be held on the 5th day of May 2025 at 6:30 p.m. The official agenda will be posted on Friday, May 2, 2025, and will contain listening, viewing, and public input options. The City Council agenda may be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue obligations and the execution of the Development Agreement relating thereto with FitzGerald EnterpriZes, L.L.C., the proceeds of which obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to FitzGerald EnterpriZes, L.L.C. pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue obligations to be issued will be approximately $150,000.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said obligations.

Section 4. That the notice of the proposed action to issue said obligations shall be in substantially the form attached hereto.

Passed, approved, and adopted this 21st day of April 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

3. Proceedings to Set Public Hearing on June 2, 2025, for the Issuance of Not to Exceed $761,000 Stormwater Revenue Loan and Disbursement Agreement – Sponsorship Project Amendment 2024 Green Alley Project: Upon motion the documents were received and filed and Resolution No. 138-25 To fix a date for a Public Hearing on proposal to enter into a Stormwater Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed $761,000 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 2, 2025 in the Historic Federal Building.

**RESOLUTION NO. 138-25**

**RESOLUTION TO FIX A DATE FOR A PUBLIC HEARING ON PROPOSAL TO ENTER INTO A STORMWATER REVENUE LOAN AND DISBURSEMENT AGREEMENT AND TO BORROW MONEY THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED $761,000**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, did heretofore establish a Stormwater Management Utility System (the "Utility") in and for the City; and

Whereas, the management and control of the Utility are vested in the City Council (the "Council") and no board of trustees exists for this purpose; and

Whereas, pursuant to prior resolutions of the Council, the City has heretofore issued Stormwater Revenue bonds or notes as set forth on attached outstanding debt certificate, and a portion of such prior Stormwater Revenue debt remains outstanding (the "Outstanding Indebtedness"); and

Whereas, pursuant to the resolutions relating to and authorizing the Outstanding Indebtedness (the "Outstanding Bond Resolutions") the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Indebtedness under the terms and conditions set forth in the Outstanding Bond Resolutions; and

Whereas, the City will undertake the construction of a certain water resource restoration project (the "Project"); and

Whereas, pursuant to Section 384.84 of the Code of Iowa, the City has the authority to issue revenue bonds to pay for such qualifying water resource restoration projects; and

Whereas, the Iowa Finance Authority (the "Lender") has agreed to provide financing for the Project by decreasing the interest rate on the City's outstanding Stormwater Management Utility Revenue Capital Loan Note No. R-1, Series 2019, dated April 12, 2019 (the "Series 2019 Note") and providing a 0% interest loan to the City for the Project; and

Whereas, the City now proposes to enter into a Stormwater Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed $761,000, pursuant to the provisions of Sections 384.24A and 384.84A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing the Project, and it is necessary to fix a date of meeting of the Council at which it is proposed to take action to enter into the Agreement and to give notice thereof as required by such law;

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

Section 1. This City Council shall meet on June 2, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than thirty (30) days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the [Provided] form:

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately $1,202,512, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City,

or (iii) expenditures amounting to the lesser of $100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved April 21, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

4. Proceedings to Set Public Hearing on June 2, 2025 for the Issuance of Not to Exceed $1,600,000 Stormwater Revenue Capital Loan Notes (State Revolving Loan Fund Program) Bee Branch Gate and Pump Project: Upon motion the documents were received and filed and Resolution No. 139-25 To fix a date for a public hearing on proposal to enter into a Stormwater Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed $1,600,000 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 2, 2025 in the Historic Federal Building.

**RESOLUTION NO. 139-25**

**RESOLUTION TO FIX A DATE FOR A PUBLIC HEARING ON PROPOSAL TO ENTER INTO A STORMWATER REVENUE LOAN AND DISBURSEMENT AGREEMENT AND TO BORROW MONEY THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED $1,600,000**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, did heretofore establish a Stormwater Management Utility System (the "Utility") in and for the City; and

Whereas, the management and control of the Utility are vested in the City Council (the "Council") and no board of trustees exists for this purpose; and

Whereas, pursuant to prior resolutions of the Council, the City has heretofore issued Stormwater Revenue bonds or notes as set forth on attached outstanding debt certificate, and a portion of such prior Stormwater Revenue debt remains outstanding (the "Outstanding Indebtedness"); and

Whereas, pursuant to the resolutions relating to and authorizing the Outstanding Indebtedness (the "Outstanding Bond Resolutions") the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Indebtedness under the terms and conditions set forth in the Outstanding Bond Resolutions; and

Whereas, the City now proposes to enter into a Stormwater Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed $1,600,000, pursuant to the provisions of Sections 384.24A and 384.84A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility (the "Project"), and it is necessary to fix a date of meeting of the Council at which it is proposed to take action to enter into the Agreement and to give notice thereof as required by such law, including notice of the right to petition for an election on such proposal;

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

Section 1. This City Council shall meet on June 2, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than thirty (30) days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the [Provided] form:

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately $26,557,106, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of $100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for

the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved April 21, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**BOARDS/COMMISSIONS**

Mayoral Selection of Appointment to the Civil Service Commission: One, 4-Year term through April 6, 2029 (Expired term of White). Applicants: Miquel Jackson, 2827 Pennsylvania Ave.; Dan White, 3580 Pennsylvania Ave. Mayor Cavanagh announced that he intends to appoint Jackson to the term. City Council vote on the appointment will occur at the June 2, 2025, City Council meeting in accordance with Iowa Code §400.1.

Appointments were made to the following boards/commissions.

Zoning Board of Adjustment: One, 5-Year term through March 25, 2030 (Expired term of Ahlvin). Applicant: Keith Ahlvin, 264 S. Grandview. Motion by Jones to appoint Ahlvin to the term. Seconded by Resnick. Motion carried 7-0.

**PUBLIC HEARINGS**

1. Planned Unit Development Amendment - 3125 Pennsylvania Avenue: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. Applicant Jim Gantz, 12241 Forest Meadow Dr., who owns the property, summarized the reason for amending the PUD as the expiration of Low-Income Housing Tax Credits (LIHTC) for the property under Section 42 of the Internal Revenue Code. Howard Riedel, 3125 Pennsylvania Ave. Apt. 112, Suzanne Rubenbauer, 3125 Pennsylvania Ave.; and Pat Willis, 3125 Pennsylvania Ave. Apt. 212, spoke in opposition to the amendment, citing the importance of the Applewood I Apartment Complex providing affordable housing to seniors. Rick Dickinson, 205 Hill St., spoke in favor of the amendment, emphasizing the communities need for housing. In response to a question from the City Council, Gantz clarified that Section 42 was not a subsidy but provided incentives such as favorable assessments. In response to a question about why a member of the Zoning Advisory Commission (ZAC) voted against the amendment, Commissioner Rich Russell, 2045 Embassy West Dr., stated he could not recall the specific reason but believed it may have been related to traffic concerns. City Council stated that understanding commissioners' reasons for opposing a request would be helpful. City Council Members noted that they have no control over the expiration of Section 42 and expressed support for the amendment, emphasizing the city's continued need for housing. They also highlighted the careful consideration given to rezonings of this nature and encouraged open communication between property owners and tenants. Responding to questions, Brumwell stated that other provisions of the Fair Housing Act allow for certain qualifications of tenant populations and that landlords should consult with private legal counsel for guidance. In response to questions, Planning Services Director Wally Wernimont stated that the apartment's proximity to nearby playgrounds had been reviewed and noted that a pedestrian access point to Carter Rd. is available. He also confirmed that the apartment complex will meet all requirements for multi-family residential use once additional parking is added. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 9-25 Amending Title 16 Of the Unified Development Code of the City of Dubuque Code of Ordinances by Rescinding Ordinance 23-93 and Adopting A PUD Planned Unit Development with A PR Planned Residential District Designation and Conceptual Development Plan. Seconded by Farber. Motion carried 7-0.

**ORDINANCE NO. 9-25**

**AMENDING TITLE 16 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF DUBUQUE CODE OF ORDINANCES BY RESCINDING ORDINANCE 23-93 AND ADOPTING A PUD PLANNED UNIT DEVELOPMENT WITH A PR PLANNED RESIDENTIAL DISTRICT DESIGNATION AND CONCEPTUAL DEVELOPMENT PLAN**

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

Section 1. That Title 16 of the Unified Development Code of the City of Dubuque Code of Ordinances is hereby amended by reclassifying the hereinafter-described property from PUD with a PR Planned Residential District

designation to PUD Planned Unit Development District with a PR Planned Residential District designation, and adopting a conceptual development plan, a copy of which is attached to and made a part hereof, is hereby adopted and approved for the following described property, to wit:

Lot 1 and Lot 2 of APPLEWOOD PLACE and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. That in order to accomplish the purposes of this Planned Unit Development district, the above-described property is subject to the following conditions and restrictions:

A. Use Regulations - The following regulations shall apply to all uses made of land in the above-described PR Planned Residential District:

1. Principal permitted uses for the property located at 3175 Pennsylvania Avenue (PIN 1022355017) shall be limited to senior housing dwelling units.
2. Principal permitted uses for the property located at 3125 Pennsylvania Avenue (PIN 1022355018) shall be multi-family residential units.
3. No secondary or contingency uses shall be permitted.
4. Accessory uses shall include any use customarily incidental and subordinate to the principal use it serves.

B. Lot and Bulk Regulations - Development of land in the PR Planned Residential District shall be regulated as follows:

1. All building structures and activities shall be located in conformance with the attached conceptual development plans and all final site development plans are to be approved in accordance with provisions of the PR PIanned Residential District regulations.
2. All buildings and structures shall provide a front yard setback, a side yard setback from the adjoining properties, and a rear yard setback as per the conceptual development plan.
3. A maximum building height of 27 feet shall be allowed as measured from the south grade elevation to the roof peak.
4. All other bulk regulations of the R-4 Multi-Family District shall be met for the construction of all buildings and structures, as established in Section 5-6 of the Unified Development Code.
5. Variance and Special Exception requests from bulk regulations shall be reviewed by the Zoning Board of Adjustment in accordance with Section 16-8-6 of the Unified Development Code.

C. Performance Standards - The development and maintenance of uses in this PR Planned Residential District shall be established in conformance with the following standards of Section 3-1.6 of the PR Planned Residential District.

1. The phasing of the development shall occur as described on the attached conceptual development plan, with all site improvements to be completed for each phase.
2. An internal driveway system and required parking spaces shall be hard surfaced and constructed by the developer for each phase.
3. Lighting shall be provided per City standards.
4. Landscaping shall be provided in compliance with Section 16-13 of the Unified Development Code and as stipulated in the conceptual development plan.
5. Off-street parking shall be provided at a ratio of 1.5 spaces per unit for the property located at 3125 Pennsylvania Avenue (PIN 1022355018).
6. Off-street parking shall be provided at a ration of .5 spaces per unit for the property located at 3175 Pennsylvania Avenue (PIN 1022355017).
7. All utilities including telephone and cable television shall be installed underground.
8. Internal sidewalks shall be provided, with connection to the existing public sidewalk system, as per the conceptual development plan.
9. A final site development plan shall be submitted in accordance with Chapter 13 of the Unified Development Code of the City of Dubuque, Iowa prior to each construction phase as described on the attached conceptual development plan. No further grading, excavating, or other land disturbing activity may occur before a final site plan is approved.

D. Open Space and Recreational Areas - Open space and landscaping in the PR Planned Residential District shall be regulated as follows. Those areas not designated on the conceptual development plan shall be maintained as

open space, as defined Chapter 13 of the Unified Development Code of the City of Dubuque, Iowa, by the property owner and/or association.

E. Sign Regulations - The sign regulations shall be the same as that which are allowed in R-4 Multi-Family Residential District as established in Section 16-15 of the Unified Development Code.

F. Additional Standards - The conceptual development plan shall be valid for a period of five (5) years provided a final site development plan for Phase I is submitted within two years from the date of approval.

G. Ordinance History

1. Ordinance No. 23-93: Rezoned the subject property from R-1 Single-Family Residential to Planned Unit Development with PR Planned Residential designation.

H. Transfer of Ownership - Transfer of ownership or lease of property in this PR Planned Residential District shall include the transfer or lease agreement a provision that the purchaser or lessee acknowledges awareness of the conditions authorizing the establishment of the district.

I. Modifications - Any modifications of this Ordinance must be approved by the City Council in accordance with zoning reclassification proceedings of Section 16-9-5 of the Unified Development Code.

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 21st day of April 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne Breitfelder, City Clerk

2. Resolution Adopting an Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal Area, Version 2025.1: Motion by Roussell to receive and file the documents and adopt Resolution No. 140-25 Adopting an Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal Area, Version 2025.1. Seconded by Wethal. Motion carried 6-0 with Farber not present at the dais when the vote was taken.

**RESOLUTION NO. 140-25**
**APPROVING THE AMENDED AND RESTATED URBAN RENEWAL PLAN FOR THE GREATER DOWNTOWN URBAN RENEWAL AREA, VERSION 2025.1**

Whereas, by Resolution 101-25 adopted on March 17, 2025, the City Council of the City of Dubuque, Iowa authorized the preparation of an Amended and Restated Urban Renewal Plan (the "Amended and Restated Plan, Version 2025.1") for the Greater Downtown Urban Renewal Area (the "Area"); and

Whereas, the City of Dubuque's primary objective for the Amended and Restated Plan, Version 2025.1, is to provide opportunities which will further economic development purposes and objectives and remediate blighting conditions, and to address these objectives, additional projects are being added as described in the Amended and Restated Plan; and

Whereas, a consultation process has been undertaken with affected taxing entities in accordance with Chapter 403 of the Code of Iowa with no written objections or recommended changes to the Amended and Restated Plan, Version 2025.1, received; and

Whereas, the City Council, in accordance with Chapter 403 of the Code of Iowa, has held a public hearing on the proposed Amended and Restated Plan, Version 2025.1.

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, Version 2025.1, for the Greater Downtown Urban Renewal Area, on file in the City Clerk's Office and made reference to herein, is hereby approved.

Section 2. 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 21st day of April 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

3. Old Mill Lift Station and Force Main Project - Phase II Public Hearing: Motion by Jones to receive and file the documents and adopt Resolution No. 141-25 Giving final approval to, and confirmation of plans, specifications, form of contract and estimate of cost for the Old Mill Lift Station and Force Main Project - Phase II. Seconded by Wethal. Van Milligen summarized the need for a sewer rate increase and stated that all current users within the Catfish Creek sewer shed may continue utilizing the system, though each new project will require individual analysis. He noted that projects unable to obtain a permit from the Iowa Department of Natural Resources' (IDNR) due to sewer shed capacity limitations could still pursue temporary solutions. While the City learned earlier this year that new

hookups had to be restricted, Van Milligen stated that the City had previously anticipated capacity challenges, which have been accelerated by recent development, and that developers were engaged as soon as the capacity issues were confirmed. Brumwell referenced Iowa Code Section 567.64, which outlines wastewater regulations and specifies circumstances under which a construction permit is not required. City Engineer Gus Psihoyos stated that the replacement pipes will be wider and capable of handling increased flow. He also confirmed that the project is supported by secured American Rescue Plan Act (ARPA) funds. City Council Members acknowledged residents' frustrations with the capacity issues and stated that the project is costly and will take time to complete. Motion carried 7-0.

**RESOLUTION NO. 141-25**
**RESOLUTION GIVING FINAL APPROVAL TO, AND CONFIRMATION OF, PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE OLD MILL LIFT STATION AND FORCE MAIN PROJECT - PHASE II**

Whereas, the City Council of the City of Dubuque, Iowa, has heretofore given preliminary approval to the plans, specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed Old Mill Lift Station and Force Main Project - Phase II (the "Project"), as described in the notice of hearing on the Contract Documents for the Project; and

Whereas, a hearing has been held on the Contract Documents on April 21, 2025.

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

Section 1. The Contract Documents referred to in the preamble hereof are hereby finally approved, the prior action of the City Council giving preliminary approval is hereby finally confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved April 21, 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**PUBLIC INPUT**

Clark Schloz, 2925 Burlington St., spoke on Action Item No. 2, providing input on the raises, longevity scale, and the sick leave benefit.

**ACTION ITEMS**

1. Heeb Street Reconstruction Project - Award Public Improvement Project: Motion by Roussell to receive and file the documents and adopt Resolution No. 142-25 Awarding Public Improvement Contract for the Heeb Street Reconstruction Project. Seconded by Wethal. Motion carried 7-0.

**RESOLUTION NO. 142-25**
**AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE HEEB STREET RECONSTRUCTION PROJECT**

Whereas, sealed proposals have been submitted by contractors for the Heeb Street Reconstruction Project, (the Project) pursuant to Resolution No. 80-25 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 7th day of March 2025; and

Whereas, said sealed proposals were opened and read on the 10th day of April 2025 and it has been determined that Pirc-Tobin of Alburnett, Iowa, in the bid amount of $655,020.84 is the lowest responsive, responsible bidder for the Project.

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

That a Public Improvement Contract for the Project is hereby awarded to Pirc-Tobin and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, approved, and adopted this 21st day of April 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

2. Request for City Council Ratification of Teamsters Local 120, Bus Operators, July 1, 2025, Collective Bargaining Agreement (CBA): Motion by Jones to receive and file the documents and ratify the City of Dubuque/Teamsters Local 120 Bus Operators (BU-1158) Collective Bargaining Agreement to become effective July 1, 2025. Seconded by Farber. City Council Members emphasized the lengthy process involved in contract negotiations and the critical need to attract and retain high-quality employees. Motion carried 7-0.

3. Caldwell-Designed Structures at Eagle Point Park Historic Structure Report – Receive and File: Motion by Jones to receive and file the documents and adopt Resolution No. 143-25 To Receive and File the Historic Structures Report (HSR) For the Caldwell-Designed Structures at Eagle Point Park, Funded in Part by the Jeffris Family Foundation Heartland Fund. Seconded by Sprank.

City Council Members praised the report and Heritage Works' involvement. Wernimont recognized Assistant Planner Chris Happ Olson, Park Division Manager Steve Fehsal, and Project and Facilities Manager Jared Charland for their work on this. Motion carried 7-0.

**RESOLUTION NO. 143-25**
**RECEIVE AND FILE THE HISTORIC STRUCTURES REPORT (HSR) FOR THE CALDWELL-DESIGNED STRUCTURES AT EAGLE POINT PARK, FUNDED IN PART BY THE JEFFRIS FAMILY FOUNDATION HEARTLAND FUND**

Whereas, the City of Dubuque applied for funding through the Jeffris Family Foundation to match City funds to complete a historic structures report for Eagle Point Park Caldwell-designed structures; and

Whereas, Wiss, Janney, Elstner Associates Inc. have completed the HSR; and

Whereas, the HSR compiles the history and historical context of Eagle Point Park structures, documents the structures in their current condition, evaluates their significance and integrity, and identifies appropriate treatments for the three Caldwell-designed structures.

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

Section 1. That the Parks and Recreation Director and the Planning Services Director are hereby authorized to provide the completed HSR to the Jeffris Family Foundation and close out the grant received.

Section 2. That the City Council will receive and file the HSR for the Caldwell-Designed Structures at Eagle Point Park, as outlined in the grant.

Section 3. The HSR will serve as a document that contains important history and context to the special buildings and cultural landscape of Eagle Point Park as well as a document to guide the preservation of these special buildings.

Passed, approved and adopted this 21st day of April 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

4. Park and Recreation Advisory Commission Recommendation for Naming Rustic Point Subdivision Park: Motion by Roussell to receive and file the documents and approve the Park and Recreation Advisory Commission recommendation for naming Rustic Point subdivision park Rustic Point Park. Seconded by Farber. Motion carried 7-0.

5. Submission of Fiscal Year Ended June 30, 2024, Annual Comprehensive Financial Report (ACFR): Motion by Jones to receive and file the documents and hear the presentation. Seconded by Resnick. Finance Manager Brian DeMoss gave a presentation on the ACFR. David Irwin, Partner with the City's auditing firm Mauldin and Jenkins, spoke virtually about the annual audit. DeMoss confirmed that the ACFR is a public document and will be accessible on the City's website within the Finance Department's reports section. Assistant City Manager Cori Burbach confirmed that the reports available on the website date back to 1991. City Council congratulated city staff on the unmodified audit opinion. Motion carried 7-0.

6. Delivering Dubuque Video: Parks & Recreation: Motion by Jones to receive and file the documents and view the video. Seconded by Wethal. City Communications Office staff showed the "Delivering Dubuque" episode on the Parks and Recreation Department. The video can be viewed on the City of Dubuque YouTube channel at https://youtu.be/Kxb1IvV38W4?si=KO5N9KAzt0JCcoEW. Motion carried 7-0.

**COUNCIL MEMBER REPORTS**

Roussell reported on attending the Main Street America conference and Dubuque Trees Forever volunteers assisting at a Branching Out Dubuque event.

Jones reported on attending ribbon cuttings for Iowa Power and Wildflower Kids Dentistry, meetings for the Travel Dubuque Board and Dubuque Metropolitan Area Solid Waste Agency (DMASWA) Board, and the annual Dubuque County Emergency Responder Training Facility fundraising event.

Farber reported on the Dubuque Fighting Saints in the Clarke Cup playoffs, the start of the Julien Dubuque International Film Festival (JDIFF), and co-presenting with Information Technology Special Projects Manager Chris Kohlmann to the National League of Cities (NLC) on the City's data center.

Cavanagh reported on Envision 2030, the Great Easter Egg Hunt at Comiskey Park, JDIFF, the Dubuque Fighting Saints, and attended numerous state legislative meetings.

**CLOSED SESSION**

Motion by Jones to convene in closed session at 9:39 p.m. to discuss Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa. Seconded by Wethal. Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 9:58 p.m. stating that staff had been given proper direction.

**ADJOURNMENT**

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:58 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 6:30 p.m. on April 22, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber, Jones, Resnick, Roussell, Sprank, Wethal; City Manager Van Milligen (attended virtually).

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of receiving presentations on certain Fiscal Year 2026 Department Budgets.

**PUBLIC HEARINGS**

City staff presented Fiscal Year 2026 departmental budgets and responded to City Council questions following each presentation. Presentations were given by representatives from the following departments:

1. Information Technology Fiscal Year 2026 Budget Presentation: Special Projects Manager Chris Kohlmann and Interim Chief Information Officer Joe Pregler.

2. Water Fiscal Year 2026 Budget Presentation: Water Department Director Chris Lester. Clark Schloz, 2925 Burlington St., provided input on the cost of infrastructure projects and referencing the current rate of inflation as a factor for cost increases.

3. Water & Resource Recovery Center Fiscal Year 2026 Budget Presentation: Water & Resource Recovery Center Director Deron Muehring.

4. Public Works Fiscal Year 2026 Budget Presentation: Public Works Director Arielle Swift. Clark Schloz, 2925 Burlington St., provided input on the previous fiscal year's use of road use tax funds for safety apparel.

**ADJOURNMENT**

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:56 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA
# CITY COUNCIL PROCEEDINGS
# SPECIAL SESSION
# OFFICIAL

The Dubuque City Council met in special session at 6:30 p.m. on April 24, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber, Jones, Resnick, Roussell, Sprank, Wethal; City Manager Van Milligen (attended virtually).

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of receiving presentations on certain Fiscal Year 2026 Department Budgets.

## PUBLIC HEARINGS

City staff presented Fiscal Year 2026 departmental budgets and responded to City Council questions following each presentation. Presentations were given by representatives from the following departments:

1. Community Impact Fiscal Year 2026 Budget Presentation: Community Impact Director Antonio Mouzon; AmeriCorps Program Director Sarah Berna; Community Service and Outreach Coordinator Brittney Hayes; and Community Diversion and Prevention Coordinator Miranda Onofre. Kinde Tariq, 2069 University Ave., provided input on how she has personally benefited from the community impact service program.

2. Multicultural Family Center (MFC) Fiscal Year 2026 Budget Presentation: Multicultural Family Center Director LaMetra Murdock. MFC Board Members Marlene Waller, 13322 Sherill Rd., and Claudette Bees, 1401 Henion St., provided input on increased adult programming and the MFC's ongoing goal of connecting the community.

3. Transportation Services Fiscal Year 2026 Budget Presentation: Director of Transportation Services Ryan Knuckey. At the request of City Council, Greg Orwoll, 2635 W. 32nd St., provided a summary of DuRide, a local non-profit service that provides transportation option for seniors.

4. Engineering Fiscal Year 2026 Budget Presentation: City Engineer Gus Psihoyos, Professional Land Surveyor and Civil Engineer Nate Kieffer, Civil Engineer Jon Dienst, Civil Engineer Nate Steffen, Traffic Engineer Dave Ness, Traffic Engineer Justine Hull, Facilities Manager Justin Hogan, Project Manager Jim Bousley, and Civil Engineer Max O'Brien. Clark Schloz, 2925 Burlington St., provided input on the department's cost estimates and the city's traffic studies concerning speed cameras. City Clerk Breitfelder stated written input was received from Sheri Henschel, 995 June Dr.

## ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 11:50 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 6:30 p.m. on April 28, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of adopting the Fiscal Year 2026 Annual Budget and Five-Year Capital Improvement Program.

## PUBLIC HEARINGS

1. Amended Fiscal Year 2026 Budget Recommendation: Motion by Jones to receive and file the documents and adopt Resolution No. 144-25 Adopting the City of Dubuque Fiscal Year 2026 Annual Budget and Resolution No. 145-25 Adopting the City of Dubuque Five Year Capital Improvement Program. Seconded by Sprank. During her presentation, Chief Financial Officer Jennifer Larson shared that the City had been issued a termination notice that day from the Federal Administration for a portion of its federal AmeriCorps funding. However, due to limited information available currently, the potential impact on the Fiscal Year 2026 budget remains unclear. She therefore recommended that the City Council adopt the budget as presented. Clark Schloz, 2925 Burlington St., provided input on the city's budgeting process and tax rate. City Clerk Breitfelder announced written input was received by Schloz, along with John Klostermann, 1755 Bristol Dr.; Tammy Wehrspann, 1695 Avoca St.; Marc Onken, 2142 Seippel Rd.; Chris Miller, 2273 Southway Dr.; Emma Chambers, 940 Kelly Ln.; Jennifer Chambers, 940 Kelly Ln.; Heather Rath, 15350 Wood Vale Ct.; Natalie Nemmers, 1290 Arrowhead Dr.; Jennifer Nielsen, 200 Fremont Ave.; Jeni Bormann, 1595 Kane; Blaine Nielsen, 200 Fremont Ave.; Kim Finn, 1490 Kaufmann Ave.; Jeff Ronek, 15618 White Oak Dr.; Kelly King, 11123 Hidden Springs Ct.; Kelly Lemm, 2489 Hacidenda Dr.; Susan Kono, 82 Nevada St.; Amanda Saylor, 2450 University Ave.; Mark Matel, 2059 Golden Eagle Dr.; and Jacob Mozena, 900 Jackson St. The amended Fiscal Year 2026 budget recommendation includes a recurring $10,000 allocation for additional Airport advertising. In response to questions, Larson explained that the balance between operating and capital budgets varies depending on the capital projects proposed, but this year's ratio of two-thirds operating and one-third capital is about average for the City. City Council Members expressed appreciation to staff for their efforts throughout the budget process, thanked residents for their input, and identified potential focus areas for future goal-setting sessions. Council Members also voiced disappointment regarding cuts to AmeriCorps funding. Mayor Cavanagh requested that funding be identified to enable the Director of Strategic Partnerships position to be filled before the originally proposed date of January 1. Van Milligen summarized the budgeting process and noted the city's consistent record of closing each fiscal year with a surplus. If Fiscal Year 2025 also ends with a surplus, some of those funds could be used to accelerate hiring for the Director of Strategic Partnerships position, enabling it to be filled before January 1. The city currently contracts with Teri Goodmann, who previously held the position, for federal relations. The new Director would collaborate with Goodmann while also developing state and local partnerships. After discussion, Council Members agreed with Van Milligen' s recommendation to adopt the budget as proposed and to use any surplus funds from Fiscal Year 2025 to expedite filling the position. Motion carried 7-0.

### RESOLUTION NO. 144-25
### ADOPTING THE CITY OF DUBUQUE FISCAL YEAR 2026 ANNUAL BUDGET

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

Section 1. That the annual budget for the fiscal year ending June 30, 2026, as set forth in the Adoption of Budget and Certification of Taxes and supporting state budget forms showing the revenue estimates and appropriation expenditures and allocations to programs and activities for said fiscal year, is adopted as amended.

Section 2. The Chief Financial Officer is directed to make the filings required by law.

Passed, approved and adopted this 28th day of April 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

### RESOLUTION NO. 145-25
### ADOPTING THE CITY OF DUBUQUE FIVE YEAR CAPITAL IMPROVEMENT PROGRAM

Whereas, a recommended five-year Capital Improvement Program for the period beginning July 1, 2025, and ending

June 30, 2030, for the City of Dubuque has been prepared and submitted to the City Council; and

Whereas, the five-year Capital Improvement Program describes specific capital improvement projects, provides estimated costs for those projects, proposes sources of funds for each of them, and schedules the year during which each project will be undertaken; and

Whereas, the capital improvement projects for the first year are included in the Fiscal Year 2025 budget for the City of Dubuque; and

Whereas, the five-year Capital Improvement Program will be reconsidered annually by the City Council and appropriately revised; and

Whereas, the adoption of the five-year Capital Improvement Program is a prudent measure to provide continuity of programs and is in the best interest of the City of Dubuque.

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

Section 1. That the five-year Capital Improvement Program for the period beginning July 1, 2025, set out in the Fiscal Year 2026-2030 Recommended Capital Improvement Budget, is hereby approved and adopted as allocation of City resources for capital improvements as scheduled in the years shown, subject to annual review and revision.

Passed, approved and adopted this 28th day of April 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**ACTION ITEMS**

1. Establishing Water Utility Rates for Fiscal Year 2026: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Resnick. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 10-25 Establishing City of Dubuque Code of Ordinances Title 13 Public Utilities, Chapter 1 Water Use and Service, Article C Rates, Section 13-1C-1(A) Fixing Water Rates for Residential, Commercial, Industrial, and All Other Uses and Ordinance No. 11-25 City of Dubuque Code of Ordinances Title 13 Public Utilities, Chapter 2 Sewers and Sewage Disposal, Article C Rates, Section 13-2C-3 Rates Established for Fiscal Year 2026. Seconded by Resnick. Motion carried 7-0.

**ORDINANCE NO. 10-25**

**ESTABLISHING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 13 PUBLIC UTILITIES, CHAPTER 1 WATER USE AND SERVICE, ARTICLE C RATES, SECTION 13-1C-1(A) FIXING WATER RATES FOR RESIDENTIAL, COMMERCIAL, INDUSTRIAL, AND ALL OTHER USES**

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

Section 1. Section 13-1C-1(A) of the City of Dubuque Code of Ordinances, is hereby unchanged, and shall read as follows:

Section 13-1C-1A: Residential, Commercial, Industrial and All Other Uses.

A. Rates Established: The rates to be charged for water for residential, commercial, industrial and all other uses and purposes by any person, firm or corporation within the city shall be based on units of one hundred cubic feet (748 gallons) or per gallon as follows:

| Monthly Consumption (in Hundreds of Cubic Feet) | Charge per Hundred Cubic Feet |
|---|---|
| First 30 | $5.35 |
| Next 120 | $4.35 |
| Next 350 | $4.04 |
| Next 500 | $3.56 |
| Over 1,000 | $3.16 |

| Monthly Consumption (in Gallons) | Charge per Gallon |
|---|---|
| First 22,440 | $0.00710 |
| Next 89,760 | $0.00582 |
| Next 261,800 | $0.00542 |
| Next 374,000 | $0.00479 |
| Over 748,000 | $0.00419 |

Rates shall be subject to the following minimum monthly charge according to the size of the meter:

| Meter Size - Inches | Monthly Consumption - (In Hundreds of Cubic Ft) | Monthly Consumption - (In Gallons) | Minimum Charge |
|---|---|---|---|
| 5/8 | 2 | 1,496 | $10.62 |
| 3/4 | 5 | 3,740 | $26.55 |
| 1 | 8 | 5,984 | $42.49 |
| 1 1/2 | 26 | 19,448 | $138.08 |
| 2 | 46 | 34,408 | $244.30 |
| 3 | 106 | 79,288 | $562.94 |
| 4 | 168 | 125,664 | $892.21 |
| 6 | 368 | 275,264 | $1,954.37 |
| 8 | 625 | 467,500 | $3,319.25 |

A property owner shall pay a $50.00 disconnect fee for water service that is disconnected by the city for a meter not in service. When a tenant account is subject to disconnection due to delinquency, the tenant shall pay the $50.00 disconnect fee.

A $50.00 service call fee shall be changed to property owners or tenant account for those service calls that are determined to be related to customer negligence.

A $9.70 minimum monthly charge shall be assessed for meters not in service.

Section 2. This Ordinance shall take effect July 1, 2025.

Passed, approved and adopted this 28th day of April 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**ORDINANCE NO. 11-25**
**ESTABLISHING THE CITY OF DUBUQUE CODE OF ORDINANCES TITLE 13 PUBLIC UTILITIES CHAPTER 1 WATER USE AND SERVICE, ARTICLE C RATES SECTION 13-1C-2 FIXING WATER RATES FOR FIRE SPRINKLER SERVICE**

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

Section 1. Section 13-1C-2 of the City of Dubuque Code of Ordinances is hereby unchanged, and shall read as follows:

Section 13-1C-2: Fire Sprinkler Service.

Customers who have fire sprinkler service shall be billed for this service on a monthly basis. The monthly charge shall be as follows:

| Current Number of Heads | Monthly Charges |
|---|---|
| Up to 200 (minimum) | $32.54 |
| 200-299 | $39.05 |
| 300-399 | $45.47 |
| 400-599 | $52.06 |
| 600-799 | $58.50 |
| 800 -999 | $65.05 |
| 1,000 - 1,199 | $71.58 |
| 1,200 - 1,399 | $78.01 |
| 1,400 - 1,599 | $84.53 |
| 1,600 - 1,799 | $91.05 |
| 1,800 - 1,999 | $97.49 |
| 2,000 - 2,199 | $104.03 |
| 2,200 - 2,399 | $110.53 |
| 2,400 - 2,599 | $117.06 |
| 2,600 - 2,799 | $123.54 |
| 2,800 - 2,900 | $130.21 |
| 3,000 - 3,499 | $136.53 |
| Over 3,500* | $6.49 |

*(for each additional 500 heads or fraction thereof)

Section 2. This Ordinance shall take effect July 1, 2025.

Passed, approved and adopted this 28th day of April 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

2. Establishing Sanitary Sewer Utility Rates for Fiscal Year 2026: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 12-25 City of Dubuque Code of Ordinances Title 13 Public Utilities, Chapter 2 Sewers and Sewage Disposal, Article C Rates, Section 13-2C-3 Rates Established for Fiscal Year 2026. Seconded by Sprank. Motion carried 7-0.

**ORDINANCE NO. 12-25**
**CITY OF DUBUQUE CODE OF ORDINANCES TITLE 13 PUBLIC UTILITIES, CHAPTER 2 SEWERS AND SEWAGE DISPOSAL, ARTICLE C RATES, SECTION 13- 2C-3 RATES ESTABLISHED FOR FISCAL YEAR 2026**

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

Section 1. Section 13-2C-3 of the City of Dubuque Code of Ordinances reads as follows:

13-2C-3: RATES ESTABLISHED:

Contributors whose property lies within the corporate limits of the city, except as otherwise provided in this article, shall pay to the city at the same time payment for water services is made, a sewer service charge computed on water consumption on the following rates:

. . . .

B. Schedule of Rates:

| | |
|---|---|
| Rate per each 100 cubic feet | $7.44 |
| Rate per each gallon | 0.00995 |

C. Service Charge:

. . . .

7. Where the quantity of water consumed is such that the minimum of service is charged, the minimum sewer service charge, according to the size of the meter, shall be as follows:

| Meter Size (Inches) | Minimum Charge | Allowance (Cubic Feet) | Allowance (Gallons) |
|---|---|---|---|
| 5/8 | $14.90 | 200 | 1,496 |
| 3/4 | $37.23 | 500 | 3,740 |
| 1 or larger | $59.58 | 800 | 5,984 |

Section 2. This Ordinance shall take effect on the 1st day of July 2025.

Passed, approved, and adopted this 28th day of April 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Establishing Solid Waste Utility Rates for Fiscal Year 2026: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 13-25 Amending City of Dubuque Code of Ordinances Title 13 Public Utilities, Chapter 6 Solid Waste. Seconded by Sprank. Motion carried 7-0.

**ORDINANCE NO. 13-25**
**AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 13 PUBLIC UTILITIES, CHAPTER 6 SOLID WASTE**

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

Section 1. Title 13, Chapter 6 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

13-6-1: DEFINITIONS: For the purpose of this chapter the following definitions shall apply:

BUILDING MATERIALS: Any material such as lumber, floor coverings, brick, plaster, sheet metal or any other substances accumulated as a result of repairs or additions to existing buildings, construction of new buildings or demolition of existing structures.

BULKY ITEM(S) Any items that do not fit into a city-issued refuse cart and that are larger than three feet by two feet or weigh more than 40 pounds.

CLASS I PREMISES: Shall mean and include the following properties in the City of Dubuque:

- Single-family dwellings.
- Multiple-family dwellings up to and including six (6) dwelling units.
- Dwelling units in business or commercial premises.
- Where two (2) or more laterally connected or joined dwelling units, including condominiums, townhouses, and row houses, in which each dwelling unit has separate access and utility service, each dwelling unit shall constitute a single-family dwelling.

CLASS II PREMISES: Residential premises other than Class I residential premises, located in the City of Dubuque, including:

- Dwellings in trailer courts;
- Schools, colleges, churches, convents, nursing homes, rooming houses and other semiprivate institutions; and
- Multiple-family dwellings exceeding six (6) dwelling units.

CLASS III PREMISES: All business and commercial premises located in the City of Dubuque, including that part of a residential premises with a business or commercial use.

DWELLING: Shall mean and include any building or portion thereof containing one or more dwelling units.

DWELLING UNIT: Shall mean and include one or more connected rooms having complete kitchen facilities and arranged, designed, or used as living quarters for one family only.

FOOD SCRAPS: Solid, semisolid, and liquid animal and vegetable residuals resulting from the handling, preparing, cooking, storing, serving and consuming of food.

GARBAGE: All solid and semisolid, putrescible animal and vegetable wastes resulting from the handling, preparing, cooking, storing, serving and consuming of food or of material intended for use as food, and all offal, excluding useful industrial byproducts, and shall include all such substances from all public and private establishments and from all residences.

HAZARDOUS WASTES: Waste materials, including, but not limited to, poisons, pesticides, herbicides, acids, caustics, biohazardous wastes, flammable or explosive materials and similar harmful wastes which require special handling, and which must be disposed of in such a manner as to conserve the environment and protect the public health and safety.

ORGANIC WASTE: Any biodegradable waste material originating from plants, animals, or other natural sources that can be decomposed or broken down into simpler organic compounds through biological processes. This includes but is not limited to food scraps, yard waste, paper products, and other biodegradable materials. Organic waste does not include materials such as plastics, metals, or glass which do not readily decompose under natural conditions.

OWNER: In addition to the record titleholder, any person residing in, renting, leasing, occupying, operating, or transacting business in any premises and as between such parties, the duties, responsibilities, liabilities, and obligations hereafter imposed shall be joint and several.

PREMISES: A building or part of a building and its grounds located in the City of Dubuque.

RECYCLABLE MATERIALS: Materials, as designated by the City of Dubuque and set out in this chapter, which would otherwise become solid waste that can be source separated, collected, processed, and returned to the economic stream in the form of raw materials or products.

REFUSE: All landfilled material generated by occupiers of land within the City of Dubuque corporate limits, whether recyclable or nonrecyclable material.

SOLID WASTE: Garbage, refuse, rubbish, recyclable materials, organic waste, and other similar discarded solid or semisolid materials, including, but not limited to, such materials resulting from industrial, commercial, agricultural, and domestic activities. Solid waste does not include toxic or hazardous materials.

YARD WASTE: Organic materials generated from routine maintenance and landscaping activities within residential, commercial, or public properties. This includes grass clippings, leaves, branches, shrub trimmings, and other vegetative matter originating from the maintenance of lawns, gardens, and outdoor landscapes. Yard waste does not include materials such as soil, rocks, or construction debris.

13-6-2. DEPOSITS ON OTHER PUBLIC OR PRIVATE PROPERTY:

A. Prohibition: No person shall throw, rake, deposit, dump, drop, spill or store (other than the placement of containers for collection as provided herein) any solid waste or toxic and hazardous wastes upon the streets, sidewalks, rights of way or any public or private property within the city.

B. Exception: This section shall not apply to junk dealers, auto salvage dealers, pawnbrokers or secondhand dealers licensed under title 4, chapter 6 of this code.

13-6-2. WRAPPING AND DRAINING OF CERTAIN SOLID WASTES:

All solid waste consisting of waste animal and vegetable matter which may attract flies, dogs, cats, rodents, and other animals shall be drained of all excess liquid, wrapped in paper or disposable containers, and placed or stored, until collected, in covered suitable containers.

13-6-3. UNLAWFUL ACCUMULATIONS:

A. Health Or Sanitation Hazard: It shall be unlawful for any person to permit to accumulate on any premises, improved or vacant, or on any public place in the city, such quantities of solid waste, either in containers or not, that shall constitute a health or sanitation hazard.

B. Storage Within or Close to Buildings: It shall be unlawful for any person to accumulate quantities of refuse, papers, garbage, ashes or other solid waste within or close to any building in the city, unless the same is stored in containers in such a manner as not to create a health or fire hazard.

13-6-4. STORAGE AND ACCUMULATION RESTRICTED:

A. Within the corporate limits of the city, all garbage or refuse consisting of waste animal or vegetable matter upon which rats may feed, and all small dead animals, shall be placed and stored until collected in covered metal containers of a type prescribed by the health officer.

B. Dumping on Premises or Waterways Prohibited: It is unlawful for any person to dump or place on any premises, land or waterway, any dead animals, or any waste vegetable or animal matter of any kind.

C. Providing Harborage for Rats: It shall be unlawful for any person to place, leave, dump, or permit to accumulate any garbage, rubbish or trash in any building or on any premises, improved or vacant, or on any open lot or alley in the city so that the same shall or may afford food or harborage for rats.

D. Lumber And Boxes Placed On Elevated Racks: It shall be unlawful for any person to permit to accumulate on any premises, improved or vacant, or on any open lot or alley in the city any lumber, boxes, barrels, bottles, cans, containers or similar material that may be permitted to remain thereon unless same shall be placed on open racks that are elevated not less than eighteen inches (18") above the ground, and evenly piled or stacked.

13-6-5. HAZARDOUS AND PROHIBITED WASTES REGULATED:

A. Deposits Prohibited Except For Special Collection: No person shall deposit in a solid waste container or otherwise offer for city collection any hazardous wastes or prohibited wastes, except when a special collection is established by the city manager.

B. Transportation By Owner: Hazardous wastes and prohibited wastes shall be transported by the owner to a sanitary disposal project licensed by the Iowa Department of Natural Resources to accept such wastes.

C. Prohibited Wastes Described: "Prohibited wastes" includes, but is not limited to, waste oils, lead acid batteries and tires.

D. The City of Dubuque solid waste collection service will not collect, including but not limited to, the following materials: Industrial waste; oil soaked rags, solvents, liquid paints, acids, chemicals, or other explosive or highly combustible or flammable or hazardous materials; caustics, poisons, pesticides

or herbicides; radioactive or toxic waste, biomedical waste; liquids, including motor oil; gaseous waste; septage, raw sewage,

sludge and industrial process sludge; manure contaminated hay and straw or animal feces unless properly bagged; carcasses, viscera, or entrails of animals, unless properly contained, wrapped, or packaged; hot ashes; and building materials that are not bagged.

13-6-6. VEHICLES HAULING SOLID WASTE:

A. Dropping, Sifting Or Leaking Of Load: No person shall haul any solid waste upon the streets, alleys or public places of the city unless the vehicle used for such purpose is so constructed or loaded or the load securely covered as to prevent any of its load from dropping, sifting, leaking, or otherwise escaping or its load covering from dropping from the vehicle, except that materials may be dropped for the purpose of securing traction, or water or other substance may be applied on a roadway in cleaning or maintaining such roadway.

B. Sanitary Condition: All vehicles, containers and dumpsters used for the collection and removal of solid waste shall be kept in a clean, inoffensive, and sanitary condition. All solid waste shall be handled in such a way as to prevent the scattering, spilling or leakage of same.

13-6-7. USE OF STATE APPROVED DUMP SITE OR DISPOSAL PROJECT:

A. State Licensed Project: No person shall haul or cause to be hauled any solid waste to any sanitary disposal project, dump site or any other area unless such disposal project, dump site or other area is licensed by and in full compliance with all regulations in the state in which it is located.

B. Filling Or Excavating; Permit Required: No person shall use dirt, stone, brick, concrete or similar inorganic material for fill, landscaping, excavation or grading without first obtaining a building permit, if required by other provisions of this code, and only in conformance with all provisions of the zoning and subdivision ordinances of this code.

ARTICLE A. CITY OR PRIVATE COLLECTION SERVICE 13-6A-1: CITY MANAGER'S AUTHORITY GENERALLY:

The City Manager, or designee, is hereby authorized and directed to employ City owned vehicles and equipment and the necessary operating personnel to collect refuse, recyclable materials, organic waste, and bulky items and to collect fees and administer the program as provided for in this article in the City, upon the terms and conditions of this article.

13-6A-2: AVAILABILITY OF COLLECTION SERVICE:

A. Collection service is provided within to City residents and businesses as described in this Chapter. The City Manager may consider requests for service outside of city limits, at the City Manager's sole discretion.

B. Class I Premises: City solid waste collection services shall be mandatory.

C. Class II Premises: Class II premises not serviced by City solid waste collection services may apply to the City Manager for such collection services.

D. Class III Premises: Class III premises not serviced by City solid waste collection services may apply to the City Manager for such collection services.

E. Recycling Services: Class II premises not serviced by City solid waste collection services and Class III premises may apply to the City Manager for such recycling services.

F. Refusal of Service: The City Manager may refuse solid waste collection services or recycling services because of quantities or characteristics beyond the capacity or capability to be handled efficiently or safely by City personnel and equipment.

13-6A-3: REFUSE COLLECTION SERVICE:

A. All City of Dubuque solid waste customers shall use a city-issued cart for collection. The base rate gives access to a 35-gallon tipper cart for weekly refuse collection.

B. In cases where a customer may choose multiple refuse carts or a cart larger than the base rate 35-gallon cart, the customer may choose from three additional cart sizes of forty-eight (48), sixty-four (64), or ninety-six (96) gallons.

C. Excess Refuse: Official City of Dubuque single-use refuse stickers shall be applied to each additional standard 35-gallon bag or small item (not exceeding 3 feet by 2 feet or heavier than 40 pounds) which does not fit in the subscribed cart.

D. Electronics or items larger than 3 feet by 2 feet or heavier than 40 pounds must be scheduled as a bulky item pick-up.

E. The City Manager may require additional cart capacity if the subscribed cart is insufficient. The City shall notify the applicable account holder in writing of the additional capacity requirement, deliver the larger cart, and adjust the monthly bill.

F. All refuse placed into City-issued carts must be in tied bags.

G. Except for Class II premises, biomedical waste shall be placed in suitable containers separately from all other solid waste. Sharp objects, such as hypodermic needles, syringes, and lancets, shall be securely contained in hard plastic or metal disposable containers with screw-on or tightly secured lids for collection. Other biomedical waste, such as soiled bandages, disposable sheets, and medical gloves, shall be placed in thick disposable plastic bags or shall be double-bagged.

H. Glass and similar materials shall be placed in puncture-resistant boxes and securely closed.

13-6A-4: RECYCLING COLLECTION SERVICE:

A. One City owned curbside recycling container shall be provided by the City to each dwelling for the collection of recyclable materials. If additional recycling capacity is needed, a second container may be issued.

B. The following types of solid waste are curbside recyclable materials: Rigid plastics with a recycling symbol between #1 – 5, Paper / cardboard / newspaper, and metal materials (such as cans, clean foil, pans).

C. When a customer's recycling container is frequently contaminated with non-recyclable material and violations persist, the City may remove the container and stop the weekly collection.

13-6A-5: ORGANIC WASTE COLLECTION SERVICE:

A. All organic waste shall be separated from all other solid waste and shall be composted on the premises or placed in organic collection containers for collection.

B. Any premises composting on site shall maintain all compost piles in accordance with Title 6, Chapter 4 of this Code.

C. Organic waste shall be collected according to the schedule established by the City Manager.

D. The following materials may be collected curbside: branches and tree limbs - less than 5 feet long (must be bundled), flowers and potted plants (no pots), food scraps - fruit and vegetables, peels, pits, coffee grounds, eggshells, bread and grain products, grass clippings, leaves, plants, weeds, brush, natural Christmas trees, bones, dairy products, meat, poultry, fish, and non-wax coated paper products.

E. Preparation of Organic Waste: Organic waste collected by the City shall be placed in biodegradable paper bags no more than 35-gallons, bundled branches, privately owned 35-gallon containers, subscribed city-issued 64-gallon organic waste carts, or subscribed city issued 13-gallon organic waste carts.

F. Organic waste set-out in a biodegradable paper bag requires single use stickers. The bags shall be no more than 35-gallon capacity, minimum two-ply weatherized material, and designed for yard waste collection capacity.

G. Disposable organic waste bags shall not exceed 40 pounds without tearing or falling apart. Cardboard boxes or plastic bags shall not be used for organic waste collection.

H. Organic waste set out in privately owned 35-gallon cans require a single-use yard waste sticker or an annual decal.

13-6A-6: BULKY ITEM COLLECTION SERVICE:

A. No person shall place bulky items that are larger than 3 feet by 2 feet in diameter or weigh over 40 pounds out for collection except in accordance with the provisions of this chapter.

B. Premises receiving City solid waste collection service are eligible to set out bulky items for collection provided the customer schedules in advance of their collection. Items which are placed out for collection which have not been previously scheduled for collection will not be collected and the property owner shall be responsible for their removal.

13-6A-7: FREQUENCY, TIME, AND AREAS OF COLLECTION:

A. Frequency and Time of Collection: Collections shall be made not more than once weekly at such time and in such areas of the City as shall be determined and set out in schedules prepared by the City Manager in accordance with the provisions of this article. All collections shall be made between the hours of 6:00 A.M. and 9:00 P.M.

B. Collection Schedule: The collection schedule shall not include official City holidays unless otherwise determined by the City Manager. However, a Saturday may be substituted as the collection day to replace the collection which would otherwise be made on the day of the week the holiday occurs.

C. Authority to Change Schedule: The City Manager is hereby authorized and empowered to change or amend the collection schedules from time to time as the City Manager may deem necessary.

13-6A-8: STORAGE, CONTAINMENT, AND SET-OUT LOCATIONS OF SOLID WASTE:

A. Alleys: Where collections are made from alleys, solid waste containers shall be placed in one location for each dwelling, in clear view and at the owner's property line abutting the alley and on the days designated.

B. Streets: Where collections are made from the street, solid waste containers shall be placed in one location for each dwelling, in clear view and in the street right-of-way on the owner's property side of the curb and on the days designated in said schedule. Such containers shall be placed so as not to interfere with vehicular and pedestrian traffic and when emptied shall be promptly removed by the owner.

C. Time Limit for Placement of Containers on Streets: No person shall place solid waste or recycling at the street for collection more than 24 hours before the scheduled collection day. No person shall leave solid waste containers or recycling containers at the street for more than 24 hours after the scheduled collection day.

All solid waste shall be placed at the designated collection location for City collection by 6:00 A.M. on the scheduled collection day.

D. Duty When Solid Waste Not Collected: Any solid waste not in compliance with this chapter shall not be collected by the City and shall be removed by the owner within 24 hours after the scheduled collection day and stored in such a manner as not to create a health, safety, or fire hazard.

E. Solid waste collection containers stored in the right-of-way for longer than 24 hours after the scheduled collection day may be subject to removal at the property owner's expense.

F. The City may make exceptions for the storage and set out of solid waste containers for elderly or disabled persons upon application to the Public Works Department.

G. On collection days, solid waste containers shall be placed in plain view at a point within two feet of the curb or alley line.

H. If a customer would like to change the location of the normal set-out for collection, it must be approved by the City.

I. Containers must have a two-foot radius around each container, and the lid of the container must open toward the street or alley.

J. Material not intended for collection shall not be kept on or near the curb or alley line. The city shall not be responsible for any material so placed which is collected for disposal.

13-6A-9: OWNERSHIP OF MATERIALS; UNAUTHORIZED COLLECTING PROHIBITED:

From the time of placement for collection as provided in section 13-6A-8 of this article, all solid waste and recyclable materials and recycling containers which meet the requirements of this chapter placed for collection by the City shall become and be the property of the City and it shall be a violation of this section for any person other than authorized personnel of the City to collect, pick up, or cause to be collected or picked up, any such materials.

13-6A-10: RATES AND CHARGES ESTABLISHED; EXCEPTIONS:

A. Refuse.

1. Base Fee and Conditions: A fee of $18.11 per dwelling unit per month shall be paid to the City by the account holder for solid waste collection services. The fee shall be in payment for collection and disposal of one (1) 35-gallon City owned cart per month per cart.

2. Optional Carts: The fee for a 48-gallon solid waste cart shall be $20.28per month. The fee for a 64-gallon solid waste cart is $24.32per month per cart. The fee for a 96- gallon solid waste cart is $34.16per month per cart.

3. Alley Cart Fees: The fee for a 48-gallon solid waste cart is $18.11 per month per cart. The fee for a 64-gallon solid waste cart is $19.60 per month per cart. The fee for a 96-gallon solid waste cart is $28.27 per month per cart.

4. Shared Carts: In multifamily dwellings, where the property owner is the account holder, the owner can opt to using shared 96-gallon carts. Each unit will be billed the basic service, and the number of units will share one or more 96-gallon carts.

5. Single-use Refuse stickers: The fee for a single use refuse sticker shall be $2.00 and shall be applied to each additional standard solid waste container, bag, or small item.

6. A fee of $20.00 shall be paid to the City for each removal of refuse containers from the curb.

B. Recycling.

1. For Class II premises not serviced by City solid waste collection services for recycling collection, upon

approval of an application for City recycling collection a fee of

$7.00 per month per 96-gallon container (or volume equivalence) shall be paid to the City by the property owner of each.

2. A fee of $20.00 shall be paid to the City for each removal of recycling containers from the curb.

C. Organic Waste.

1. The fee for single-use brush-tie shall be $1.50 each.
2. The fee for single use stickers shall be $1.50 each.
3. The fee paid to the City by a customer of record with the City for an annual yard waste decal for a privately-owned rigid 35-gallon container shall be $40.00 each. A decal shall only be used by the customer of record with the City who purchased it.
4. The fee paid to the City for subscription to a 64-gallon City-issued organic waste cart shall be $10.00 per cart per month.
5. The minimum fee paid to the City for collection of a scheduled leaf rake out is

$20.00 for a forty (40) standard leaf bag equivalent pile of leaves in the parking lane at the curb.

3. A fee of $20.00 shall be paid to the City for each removal of organic waste containers from the curb.

D. Bulky Waste.

1. A fee of $13.00 shall be paid by the owner for each time the service is provided for up to the equivalent of three (3) cubic yards of solid waste.
2. An additional fee of $13.00 shall be paid for each additional three (3) cubic yards of solid waste.
3. A fee of $6.00 shall be paid to the City for each tire.
4. A fee of $20.00 shall be paid to the City by the owner for each appliance collected in the service (such as stoves, microwaves, dishwashers, refrigerators, and dehumidifiers).
5. A fee of $6.00 shall be paid to the City for metal material that is larger than 2 feet by 3 feet and or heavier than 40 pounds (such as grills, bed rails, exercise bikes).
6. A fee of $20.00 shall be paid to the City for each collection of a TV or monitor.
7. A fee of $6.00 shall be paid to the City for the collection of items with a plug in/chord per pick-up (such as VCR's, computer tower, or computer printer), Excluding TVs and monitors.
8. A fee of $20.00 shall be paid to the City for each collection requested by the for service on a day not receiving weekly collection at the service address in which the collection crew is not in that service area or is not a current weekly solid waste customer of the City.

| Service Type | | FY26 Rates |
|---|---|---|
| Refuse | 35-Gallon Cart | $18.11 |
| | 48-Gallon Cart | $20.28 |
| | 64-Gallon Cart | $24.32 |
| | 96-Gallon Cart | $34.16 |
| | 48-Gallon - ALLEY CART | $18.11 |
| | 64-Gallon - ALLEY CART | $19.60 |
| | 96-Gallon - ALLEY CART | $28.27 |
| | Shared Cart Fee Per Unit | $18.11 |
| | Single-Use Trash Sticker | $2.00 |
| | Discount for Income Eligible Customers (see Paragraph F of Section 13-6A-F) | ($9.06) |
| Organic Waste | Annual Yard Waste Decal | $40.00 |
| | 64-Gallon Cart | $10.00 |
| | 13-Gallon Cart | $1.00 |
| | Leaf Rake-Out | $20.00 |
| | Yard Waste Brush Ties | $1.50 |
| | Single-Use Yard Waste Sticker | $1.50 |
| Recycling | Recycling Only - Residential & Commercial | $7.00 |
| Bulky Items | 1 Hopper - 3 Cubic Yd of Refuse | $13.00 |
| | Tire | $6.00 |
| | Large Metal Material Pick-Up | $6.00 |
| | Appliance | $20.00 |
| | TV and Monitors | $20.00 |
| | Electronic Pick-Up | $6.00 |
| Miscellaneous | Off-Route/Non-Customer Fee | $20.00 |
| | Right-Of-Way Removal Fee | $20.00 |

13-6A-11: CHARGES; BILLING AND COLLECTION:

A. City Billing: The City Manager is authorized to bill tenants upon the written request of the property owner and according to a procedure to be established by the City Manager. The property owner in such cases shall provide any information on each tenant's mailing address to aid in the collection of fees for City services. In all cases, the property owner shall remain liable for the payment of all charges required by this chapter.

B. Monthly Billing: All accounts shall be billed monthly. The payment of bills is subject to the terms of section 13-1C-4 of this title.

C. Unpaid Billing For Class I Premises: The collection of solid waste provided

Class I premises and the maintenance of the availability of such service, whether or not such service is used regularly or not at all by the owner of such Class I premises, is hereby declared a benefit to said premises at least equal to the monthly charges specified, and in case of failure to pay the monthly charge when billed as heretofore provided, then the monthly charge shall become a lien against the property benefited or served and shall be collected in the same manner as general Property Taxes.

D. Certify Delinquent Accounts To County Treasurer: It is the duty of the City Treasurer to certify the actual rates and fees plus the costs of administration to the County Treasurer as provided in section 13-1C-4 of this title and all such costs will constitute a lien against said property and be collected with and in the same manner as general Property Taxes on said property.

E. In cases of extreme financial hardship, the City may make adjustments in the monthly collection charges as deemed appropriate. In such cases, the City may require proof of financial status or extreme hardship, as the City may deem necessary.

F. When resident(s) of a Class I premises meets the HUD "Section 8" guidelines for the size of the household may, upon application to the City Manager or designee, be exempted from one-half (1/2) the established 35-gallon refuse collection service rate. After the initial application, annual review is required.

13-6 A-12: PRIVATE COLLECTION SERVICE:

A. License Required: No person shall engage in the business of removing or hauling solid waste from the premises of another person without a license to do so from the City Manager. The issuance of such license shall be in the manner prescribed and subject to the terms of title 4, chapter 1 of this Code.

B. Application for License; Fee: Application for such license shall specify the type of equipment and vehicles to be used, the routes to be traveled, the places to be served and the name and residence of the applicant. Such persons shall pay, at the Office of the City Treasurer, an annual license fee of $25.00 per year for each vehicle engaged in such business.

C. Display of License Number on Vehicle: No person shall operate a vehicle licensed under this section unless the license number is prominently displayed on the lower portion of the driver's side of the windshield in clear view. Such license number shall be affixed to the vehicle not less than five (5) days after the day of issue.

D. Separability of Provisions: It is the intention of the City Council that each subsection, paragraph, sentence, clause, and provision of this section is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this section nor any part thereof other than that affected by such decision.

Section 2. This ordinance shall take effect July 1, 2025.

Passed, approved, and adopted this 28th day of April 2025.

Brad Cavanagh, Mayor

Attest: Adrienne Breitfelder, City Clerk

4. Establishing Stormwater Management Utility Rates for Fiscal Year 2026: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 14-25 Amending City of Dubuque Code of Ordinances Section 13-4-5 (D) SFU Rate, Charges; Utility Revenues. Seconded by Wethal. Motion carried 7-0.

**ORDINANCE NO. 14-25**

**AMENDING CITY OF DUBUQUE CODE OF ORDINANCES SECTION 13-4-5 (D) SFU RATE, CHARGES; UTILITY REVENUES**

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

Section 1. That City of Dubuque Code of Ordinances Section 13-4-5 is amended to read as follows:

(D) The SFU rate to be applied to residential and nonresidential properties shall be $11.03 per SFU.

Section 2. This Ordinance shall take effect on the 1st day of July 2025.

Passed, approved and adopted this 28th day of April 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne Breitfelder, CMC City Clerk

5. Five-Year Street Construction Program for Fiscal Years 2026 – 2030: Motion by Wethal to receive and file the documents and adopt Resolution No. 146-25 Adopting the

Five-Year Street Construction Program for Fiscal Years 2026 - 2030. Seconded by Sprank. Motion carried 7-0.

**RESOLUTION NO. 146-25**
**ADOPTING THE FIVE-YEAR STREET CONSTRUCTION PROGRAM FOR FISCAL YEARS 2026 - 2030**

Whereas, a recommended Five-Year Street Construction Program for the Fiscal Year 2026 - 2030 beginning July 1, 2025, and ending June 30, 2030, for the City of Dubuque has been prepared and submitted to the City Council; and

Whereas, the Five-Year Street Construction Program: 1) describes specific capital improvement projects; 2) provides estimated costs for those projects; 3) proposes sources of funding; and 4) schedules the fiscal/calendar year during which each project will be undertaken; and

Whereas, the capital improvement projects for the first year of such five-year program are included in the Fiscal Year 2026 budget; and

Whereas, the adoption of the Five-Year Street Construction Program is a prudent measure to provide continuity of programs and is in the best interest of the City of Dubuque.

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

Section 1. That the Five-Year Street Construction Program for Fiscal Years 2026 – 2030 beginning July 1, 2025, set out in the Fiscal Years 2026 – 2030 recommended Capital Improvement Budget, is hereby approved and adopted as the proposed allocation of City resources for capital improvements as scheduled in the years shown, subject to annual review and revision.

Passed, adopted and approved this 28th day of April 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

6. Planning Services Department Increased Fees for Fiscal Year 2026: Motion by Farber to receive and file the documents and adopt Resolution No. 147-25 Rescinding No. 101-24, Establishing a Schedule of Development Services Fees, and adopting in Lieu Thereof a New Schedule of Development Services Fees as Provided in Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code. Seconded by Sprank. Motion carried 7-0.

**RESOLUTION NO. 147-25**
**RESCINDING NO. 101-24, ESTABLISHING A SCHEDULE OF DEVELOPMENT SERVICES FEES, AND ADOPTING IN LIEU THEREOF A NEW SCHEDULE OF DEVELOPMENT SERVICES FEES AS PROVIDED IN TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE**

Whereas, the City Council of the City of Dubuque, Iowa establishes by resolution certain fees for development services pursuant to the Unified Development Code, pursuant to the attached schedule of Development Services Fees for the Planning Services Department.

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

Section 1. Resolution No. 101-24 and its Schedule of Fees is hereby rescinded effective July 1, 2025.

Section 2. That the attached Fee Schedule for the Planning Services Department is hereby approved.

Section 3. That the attached Fee Schedule shall take effect on July 1, 2025.

Passed, approved and adopted this 28th day of April 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**ADJOURNMENT**

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:02 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 6:00 p.m. on May 5, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber, Jones, Resnick, Roussell, Sprank, Wethal; City Manager Van Milligen (attended virtually but experienced technical difficulties during roll call), City Attorney Brumwell.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on Iowa Jobs for America's Graduates (iJAG) City Life Student Presentation.

## WORK SESSION

Iowa Jobs for America's Graduates (iJAG) City Life Student Presentation to City Council

Community Engagement Coordinator Temwa Phiri introduced iJAG Program Manager Casey Smith and iJAG Education Specialist Janie Hassong, who presented on this semester's City Life session for students. Students Shayla Murphy, Tanner Mueller, and Jay Bermudez then presented on their experiences in the program. In response to questions, Smith explained that the program can accommodate 60 students in grades 9–10 and another 60 in grades 11–12. She stated that all funding comes from the state, participating school districts, and employer partners. Murphy noted that iJAG fosters a welcoming environment, which encourages students to enroll in the program in subsequent years. City Council Members commended the program and encouraged the students to continue sharing input with them.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:28 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS REGULAR SESSION OFFICIAL

The Dubuque City Council met in regular session at 6:30 p.m. on May 5, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

## PLEDGE OF ALLEGIANCE

## SWEARING IN

Mayor Cavanagh swore in Mayor Pro Tem Sprank.

## PRESENTATIONS

1. LaMetra Murdock Receives Women's Leadership Network Women of Achievement Award: Assistant City Manager Cori Burbach recognized Multicultural Family Center Director LaMetra Murdock for receiving the Up and Coming Leader Award from the Women's Leadership Network (WLN).

## PROCLAMATIONS

1. Building Safety Month (May 2025) was accepted by Building Code Advisory and Appeals Board Commissioner Corey Valaskey on behalf of the Building Code Advisory and Appeals Board and Inspection and Construction Services.

2. Mental Health Month (May 2025) was accepted by Brenna Burgart and Vicki Gassman on behalf of Mental Health America of Dubuque County.

3. Preservation Month (May 2025) was accepted by Historic Preservation Commission Chairperson Janice Esser and Assistant Planner Chris Happ-Olson on behalf of the Planning Services Department and the Historic Preservation Commission.

4. Neighborhood Associations Recognition was accepted by Thomas Lynn of the Tomahawk Neighborhood Association, Matthew Phelps of the Cleveland Park Neighborhood

Association, and Chris Harrison of the Fenelon Hill Neighborhood Association on behalf of the Office of Shared Prosperity and Neighborhood Support and Dubuque's Neighborhood Associations.

5. Public Service Recognition Week (May 4-10, 2025) was accepted by Airport Administrative Support Professional Jenny Messerich on behalf of the City of Dubuque.

6. National Nurses Week (May 6-12, 2025) was accepted by Robert Wethal on behalf of MercyOne Dubuque.

7. Kids to Parks Day (May 17, 2025) was accepted by Jared McGovern on behalf of the Parks and Recreation Department and Dubuque Nature Everywhere.

8. Public Works Week (May 18-24, 2025) was accepted by Public Works Director Arielle Swift on behalf of the Public Works Department.

**CONSENT ITEMS**

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

1. Minutes and Reports Submitted: City Council Proceedings of April 21, 22, 24, and 28, 2025; Historic Preservation Commission of February 20, 2025; Park and Recreation Advisory Commission of March 11, 2025; Transit Advisory Board of March 20, 2024; Zoning Board of Adjustment from February 27, 2025; Proof of Publication for City Council Proceedings of March 31 and April 2, 3, and 7, 2025. Upon motion the documents were received and filed.

2. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Nathan and Shauna Peterson for vehicle damage; Susan Schueller for vehicle damage. Upon motion the documents were received, filed, and concurred.

3. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 148-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted

**RESOLUTION NO. 148-25**
**AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

Whereas, Section 1-7-7(E) of the Municipal Code of the City of Dubuque provides that the Finance Director-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 142-18 adopted May 7, 2018, 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.

Passed, approved, and adopted this 5th day of May 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

4. Language Access Plan: City Manager recommended City Council approval of the language access plan in the amount of $3,600 for fiscal year 2026 to ensure all residents, regardless of their language proficiency or

ability, can access vital city services and information. Upon motion the documents were received, filed, and approved.

5. Assignment of Stormwater Facilities Fee Agreement for the Northwest Arterial Detention Basin for Lot 2 of Holliday Fourth Addition to Dubuque Hotel LLC: Upon motion the documents were received and filed, and Resolution No. 149-25 Consenting to the Assignment of the Stormwater Facilities Fee Agreement between the City of Dubuque and QHQ Properties for the Northwest Arterial Detention Basin to Dubuque Hotel LLC was adopted.

**RESOLUTION NO. 149-25**
**CONSENTING TO THE ASSIGNMENT OF THE STORMWATER FACILITIES FEE AGREEMENT BETWEEN THE CITY OF DUBUQUE AND QHQ PROPERTIES FOR THE NORTHWEST ARTERIAL DETENTION BASIN TO DUBUQUE HOTEL LLC**

Whereas, in 2004, the City Council approved the Stormwater Facilities Fee Agreement (the Fee Agreement) with QHQ LLC (QHQ) for property in the Holiday Fourth Addition for the Northwest Arterial Detention Basin pursuant to which the City receives an annual maintenance fee for the Northwest Arterial Detention Basin; and

Whereas, the Agreement allows QHQ to assign its interest in the Fee Agreement with the City's consent with the sale of each parcel in Holiday Fourth Addition subject to the Fee Agreement; and

Whereas, the Fee Agreement was previously assigned to the purchaser of Lot 2 of Holiday Fourth Addition, AHIP IA Dubuque Properties LLC; and

Whereas, AHIP IA Dubuque Properties LLC is now selling Lot 2 of Holiday Fourth Addition to Dubuque Hotel LLC and has requested City consent to the Assignment of the Fee Agreement, attached hereto, to Dubuque Hotel LLC; and

Whereas, the City Council finds that it is in the best interests of the City of Dubuque to 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 Fee Agreement attached hereto is hereby approved.

Section 2. The City Manager is authorized and directed to take such action as is necessary to carry out the terms of the Assignment.

Passed, approved, and adopted this 5th of May 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

6. Crescent Community Health Center Letter of Support for Health Resources and Services Administration (HRSA) Health Center Program Funding: City Manager provided a letter of support from Mayor Brad Cavanagh to the Department of Health and Human Services in support of Crescent Community Health Center's Fiscal Year 2026 Service Area Competition application for continued HRSA Health Center Program Funding. Upon motion the documents were received, filed, and approved.

7. City Letter of Support for William M Black Dredgeboat: City Manager recommended City Council approval of a letter of support for the Dubuque County Historical Society's application to the State Historical Society of Iowa's Historical Resource Development Program (HRDP) grant program. Upon motion the documents were received, filed, and approved.

8. Housing Commissioner Removal Recommendation: Housing Commission recommended City Council remove David Wall from the commission and declare the term vacant due to a lack of response in executing the oath of office and in replying to other city staff communications. Upon motion the documents were received, filed, and approved.

9. Community Development Block Grant (CDBG) Subrecipient Agreement - ZTM Sober Living: Upon motion the documents were received and filed, and Resolution No. 150-25 Authorizing Execution of CDBG Subrecipient Agreement with ZTM Sober Living was adopted.

**RESOLUTION NO. 150-25**
**AUTHORIZING EXECUTION OF CDBG SUBRECIPIENT AGREEMENT WITH ZTM SOBER LIVING**

Whereas, ZTM Sober Living prepared a request for Community Development Block Grant (CDBG) funds due to program expansion; and

Whereas, the request for CDBG funds was approved by the Community Development Advisory Commission on March 26, 2025; and

Whereas, the City Council approved the CDBG Fiscal Year 2025/Program Year 2024 Amendment #2 budget that included funding available for CDBG Revolving Application Fund; and

Whereas, all services provided will be to a minimum of 51% low- and moderate-income

persons, meeting the CDBG National Objective of Low- and Moderate-Income Clientele benefit, and eligible activity of 05F: Substance Abuse Services.

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

Section 1. That the subrecipient agreement with ZTM Sober Living be approved.

Section 2. That the Mayor of the City of Dubuque is hereby authorized to execute said Agreement.

Section 3. That the Mayor of the City of Dubuque Iowa is hereby authorized and directed to designate the City Manager or the Interim Housing and Community Development Department Director to execute said Agreement and related documents on behalf of the City of Dubuque, Iowa.

Passed, approved, and adopted this 5th day of May 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

10. Schmitt Island Development Corporation Fundraising and Naming Request City Manager recommending City Council approval of the fundraising and naming recognition request made by Schmitt Island Development Corporation for the installation of benches on Chaplain Schmitt Island. Upon motion the documents were received, filed, and approved.

11. City IT Department Commercial Office Renovation Project - Acceptance of Public Improvement Construction Contract: Upon motion the documents were received and filed, and Resolution No. 151-25 Accepting the City IT Department Commercial Office Renovation Project and Authorizing Final Payment to the Contractor was adopted.

**RESOLUTION NO. 151-25**
**ACCEPTING THE CITY IT DEPARTMENT COMMERCIAL OFFICE RENOVATION PROJECT AND AUTHORIZING FINAL PAYMENT TO THE CONTRACTOR**

Whereas, the Public Improvement Contract for the City IT Department Commercial Office Renovation Project (the Project) has been completed by the contractor, Sheets Design Build (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 $449,461.00; and

Whereas, the Contractor has previously been paid $426,228.00, leaving a balance of $23,233.00; 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 Director of Finance and Budget is hereby directed to pay the balance of the retainage of $23,233.00 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 5th day of May 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

12. Proposed Fiber Licensing Agreement – MVLink: City Manager recommended City Council approval of a Fiber Licensing Agreement between the City of Dubuque and Maquoketa Valley Electric Cooperative's internet service provider, MVLink. Upon motion the documents were received, filed, and approved.

13. Proposed Revised Project Statement to Master Co-location and Shared Services Agreement Between the City of Dubuque and Dubuque County: City Manager recommended City Council approval of a Revised Project Statement for the collaboration between the City and Dubuque County on providing fiber connectivity to the Emergency Operations Center and County Data Center under the Master Colocation and Shared Services Agreement in place between the City of Dubuque and Dubuque County. Upon motion the documents were received, filed, and approved.

14. Approval of Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permit Applications: Upon motion the documents were received and filed, and Resolution No. 152-25 Approving Applications for Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permits, as Required by Iowa Code 453A.47A and Senate File 345 was adopted.

**RESOLUTION NO. 152-25**
**APPROVING APPLICATIONS FOR RETAIL TOBACCO, TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, VAPOR PRODUCTS, AND DEVICE PERMITS, AS REQUIRED BY IOWA CODE 453A.47A AND SENATE FILE 345**

Whereas, applications for Tobacco/ Tobacco Products/ Alternative Nicotine Products/ Vapor Products/ Device retail permits

have been submitted and filed with the City Clerk; and

Whereas, the applicants have filed the proper application and fees as required by the Iowa Department of Revenue; and

Whereas, applications are presented to City Council for approval.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued the following named applicants and locations for Cigarette/Device/Tobacco/Nicotine/Vapor or retail permit.

Permit effective May 6, 2025, to June 30, 2025

Business Name, Business Address, Permit Type

Dolph's Bar, 333 East 10th St, Retail Tobacco

Passed, approved, and adopted this 5th day of May 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**ITEMS SET FOR PUBLIC HEARING**

Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Wethal. Motion carried 7-0.

1. Fiscal Year 2025 First Budget Amendment: Upon motion the documents were received and filed and Resolution No. 153-25 Setting the Date for the Public Hearing on Amendment No. 1 to the Fiscal Year 2025 Budget for the City of Dubuque was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on May 19, 2025, in the Historic Federal Building.

**RESOLUTION NO. 153-25**
**SETTING THE DATE FOR THE PUBLIC HEARING ON AMENDMENT NO. 1 TO THE FISCAL YEAR 2025 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 amendments to the budget and publish notice before the hearing as provided in Iowa Code Section 362.3.

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 proposed Amendment No. 1 to the Fiscal Year 2025 budget for the City of Dubuque at the City Council Chambers at the Historic Federal Building, 350 West 6th Street, Dubuque, Iowa, on Monday, May 19, 2025, beginning at 6:30 p.m.

Section 2. That the City Clerk be and is hereby authorized and directed to publish notice of the public hearing, according to law, together with the required budget information.

Passed, approved, and adopted this 5th day of May 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne Breitfelder, City Clerk

2. Setting a Public Hearing for the Adoption of the Public Housing Authority Annual Plan for Federal Fiscal Year 2025: Upon motion the documents were received and filed and Resolution No. 154-25 Setting a Public Hearing to Review and Approve the Public Housing Authority Federal Fiscal Year 2025 Annual Plan was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on July 7, 2025 in the Historic Federal Building.

**RESOLUTION NO. 154-25**
**SETTING A PUBLIC HEARING TO REVIEW AND APPROVE THE PUBLIC HOUSING AUTHORITY FEDERAL FISCAL YEAR 2025 ANNUAL PLAN**

Whereas, the City of Dubuque is designated as a Public Housing Authority; and

Whereas, the City of Dubuque maintains and creates a Public Housing Authority Annual Plan each fiscal year; and

Whereas, the Housing Commission held a Resident Advisory Board (RAB) meeting to review the Annual Plan in May 2025; and

Whereas, the City desires to hold a public hearing to receive comment on the proposed Public Housing Authority Fiscal Year 2025 Annual plan.

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

Section 1. That the City Council will meet in the Historic Federal Building, Council Chambers, 2nd Floor, 350 West 6th Street, Dubuque, Iowa, at 6:30 p.m. on July 7, 2025, for the purpose of holding a public hearing and taking action to approve the Public Housing Authority Fiscal Year 2025 Annual Plan.

Section 2. That the City Clerk is hereby authorized and directed to publish a notice of such public hearing and the City Council's intent to review and approve the Public Housing Authority Fiscal Year 2025 Annual Plan.

Passed, approved and adopted this 5th day of May 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**PUBLIC HEARINGS**

1. 2025 Repair and Preventative Maintenance of the Iowa Street Parking Garage Public Hearing: Motion by Jones to receive and

file the documents and adopt Resolution No. 155-25 Approval of Plans, Specifications, Form of Contract, and Estimated Cost for the 2025 Repair and Maintenance of the Iowa Street Parking Garage. Seconded by Sprank. In response to questions, Director of Transportation Services Ryan Knuckey stated that the parking garage was constructed between 1964 and 1968. He noted that while the goal is for the repairs to last 10 to 15 years, the actual lifespan will ultimately depend on usage. While installing a pitch was considered, it was deemed too costly, and a new membrane will be installed instead. Motion carried 7-0.

**RESOLUTION NO. 155-25**
**APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR THE 2025 REPAIR AND MAINTENANCE OF THE IOWA STREET PARKING GARAGE**

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

That the plans, specifications, form of contract and cost for the 2025 Repair and Maintenance of the Iowa Street Parking Garage Project in the estimated amount $4,011,300.00, are hereby approved.

Passed, approved and adopted this 5th day of May 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

2. Resolution Approving a Development Agreement with FitzGerald EnterpriZes, L.L.C.: Motion by Sprank to receive and file the documents and adopt Resolution No. 156-25 Approving a Development Agreement by and between the City of Dubuque, Iowa and Fitzgerald EnterpriZes, L.L.C., Including the Proposed Issuance of Urban Renewal Tax Increment Revenue Obligations. Seconded by Wethal. City Council Members voiced support for the project, as well as for the agreement's language restricting short-term rentals. Motion carried 7-0.

**RESOLUTION NO. 156-25**
**APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND FITZGERALD ENTERPRIZES, L.L.C., INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS**

Whereas, FitzGerald EnterpriZes, L.L.C. is the owner of the property legally described as follows:

Lot 1 of Lot 1 of Lot 1 of Lot 170, Lot 2 of Lot 1 of Lot 170, Lot 2 of Lot 1 of Lot 1 of Lot 170, and Lot 1 of Lot 1 of Lot 171, all in L.H. Langworthy's Addition to the City of Dubuque, Iowa, according to the recorded Plats thereof (the Property); and

Whereas, the City Council, by Resolution No. 137-25, dated April 21, 2025, declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and FitzGerald EnterpriZes, L.L.C., including the issuance of Urban Renewal Tax Increment Obligations; and

Whereas, pursuant to published notice, a public hearing was held on the proposed Development Agreement on May 5, 2025, at 6:30 p.m.; and

Whereas, it is the determination of the City Council that approval of the Development Agreement for redevelopment of the Property by FitzGerald EnterpriZes, L.L.C., 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:

Section 1. The Development Agreement by and between the City of Dubuque, Iowa, and FitzGerald EnterpriZes, L.L.C., a copy of which is attached hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

Section 2. 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. The City Manager is authorized to take such actions as are necessary to comply with the terms of the Development Agreement as herein approved.

Passed, approved, and adopted this 5th day of May 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**ACTION ITEMS**

1. Private Lead Service Line Replacement Pilot Program - Phase 1 Award Construction Contract: Motion by Sprank to receive and file the documents and adopt Resolution No. 157-25 Awarding contract for the Lead Service Line Replacement - Phase 1 Project. Seconded by Farber. In response to questions, Water Department Director Chris Lester noted that, as the first program of its kind in the state, the project estimate was challenging to determine. He added that the contract requires Phase 1 to be completed by the end of this year. Motion carried 7-0.

**RESOLUTION NO. 157-25**
**AWARDING CONTRACT FOR THE LEAD SERVICE LINE REPLACEMENT - PHASE 1 PROJECT**

Whereas, pursuant to notice duly posted in the manner and form prescribed by resolution of the City Council of the City of Dubuque, Iowa, and as required by law, bids and proposals were received by this Council for the Lead Service Line Replacement - Phase 1 Project (the "Project"); and

Whereas, all of the said bids and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the contract for the Project;

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

Section 1. The bid for the Project submitted by the following contractor is fully responsive to the plans and specifications for the Project, is heretofore approved by the City Council, and is the lowest responsible bid received, such bid being as follows:

Name and Address of Contractor - Amount of Bid

Tschiggfrie Excavating - $1,973,660.00

Section 2.The contract for the Project is hereby awarded to such contractor at the total estimated cost set out above, the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each class of materials furnished, the said contract to be subject to the terms of the aforementioned resolution, the notice of hearing and letting, the plans and specifications and the terms of the bidder's written proposal.

Section 3.The Mayor and City Clerk are hereby authorized and ordered to enter into a written contract with said contractor for the Project, but only after the contractor submits the performance and/or payment bonds which are required by the contract documents, and after the Project Engineers submit a written determination that such surety bonds and the other contract documents are satisfactory. No additional City Council action shall be required to approve the executed contract or surety bonds.

Section 4. The amount of the contractor's performance and/or payment bonds is hereby fixed and determined to be 100% of the amount of the contract.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved May 5, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

2. Proposed Ordinance Prohibiting the Feeding and Harassment of Bears: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Roussell. In response to questions, Ross Ellingson of the Iowa Department of Natural Resources (IDNR) and Brian Preston of Dubuque County Conservation explained that bears are food-motivated, and once they become accustomed to a consistent food source, it becomes more difficult for them to leave urban areas. Ellingson noted that the current estimate is four bears in northeastern Iowa, all believed to be male, though that has not been confirmed. Brumwell clarified that the proposed ordinance specifies that negligently making food available could result in citations, with the City retaining discretion in determining whether actions are considered negligent. Brumwell emphasized that the ordinance is intended to deter residents from interacting with or following bears, as such behavior can alter the animals' natural patterns. Public Health Director Mary Rose Corrigan advised residents to report bear sightings within city limits to the Police Department or the Health Services Department. Ellingson and Preston confirmed that sightings outside city limits should be reported to the IDNR or Dubuque County Conservation. City Council Members thanked staff for modeling the ordinance from other city codes and acknowledged that public behavior toward bears in past years was inappropriate. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 15-25 Amending City of Dubuque Code of Ordinances Title 7 Police, Fire, and Public Safety, Chapter 6 Animal Control and Adopting a New Article G Prohibiting the Feeding of and Harassment of Bears Within the Corporate City. Seconded by Roussell. Motion carried 7-0.

**ORDINANCE NO. 15-25**

**AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 7 POLICE, FIRE, AND PUBLIC SAFETY, CHAPTER 6 ANIMAL CONTROL AND ADOPTING A NEW ARTICLE G PROHIBITING THE FEEDING OF AND HARASSMENT OF BEARS WITHIN THE CORPORATE CITY LIMITS OF DUBUQUE**

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

Section 1. City of Dubuque Code of Ordinances Section 7-6 is amended by adding thereto the following new Article G:

ARTICLE G. BEARS.

7-6G-1: DEFINITIONS.

Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms shall, for the purpose of this article, have the meanings in this section:

Attractant: Any substance which does or could reasonably be expected to attract bears, including, but not limited to, food products, pet food, feed, garbage, compost, food scraps, grain, or salt.

Bear: Any member the family Ursidae, typically characterized as large, heavy mammals having shaggy hair, stocky legs, long snouts, rounded ears, plantigrade paws, and short tails

Feed: The act of providing food or food waste, including but not limited to leaving food, trash, or other attractants accessible to bears.

Food: Any attractant or food material attractive to bears, such as human, livestock, and pet foods; garbage and refuse; livestock carrion; other edibles and/or garbage which is allowed to accumulate, or the residue thereof.

Harass: Any behavior that disturbs or disrupts the natural activities of a bear, including but not limited to approaching, following, cornering, crowding, taunting, chasing, or interfering with the bear's movement, behavior, or environment in a manner that causes or is likely to cause the bear distress, behavior change, or poses a risk to human safety.

Wildlife management authorities: Organizations or agencies responsible for managing and conserving fish, wildlife, and their habitats.

7-6G-2: PROHIBITIONS.

It is unlawful for any person to:

A. Feed any bear for any purpose whatsoever;

B. Negligently or otherwise make any food of any kind available to bears;

C. Harass any bear, including, but not limited to, approaching any bear by foot, vehicle, or drone, for any purpose, including photography; or

D. Disregard any law enforcement commands, orders, signs, or barriers designed to protect bears and the public.

7-6G-3: REMOVAL OF FOOD SOURCES UPON REQUEST.

(a) If a bear-related issue is reported or observed in the vicinity of a property and authorities determine that an attractant or food is contributing to the presence of the bear, the owner or occupant of the property shall be immediately required to remove such attractant or food upon request.

(b) Once the removal is required, the attractant or food must be eliminated and not made available to the bear for a period of no less than ten (10) days.

(c) This period of removal is mandatory, regardless of the presence or absence of the bear, to minimize the risk of further habituation and potential conflict.

(d) Failure to comply with this section may result in enforcement actions, including fines or other penalties as provided in Section 7-6G-4.

7-6G-4: VIOLATION.

(a) A violation by any person of this article is punishable by issuance of a municipal infraction pursuant to §1-4-2. Each instance of noncompliance with this article is a separate offense.

(b) In addition to monetary penalties, the court may order alternative relief sought by the city and restitution for damage caused to wildlife or property as a result of the violation.

7-6G-5: EXCEPTIONS.

This ordinance shall not apply to:

(a) Any actions taken by wildlife management authorities, law enforcement officers, or other professionals authorized to handle bears in accordance with public safety laws and regulations.

(b) Regularly scheduled City of Dubuque refuse collection, unless ordered otherwise by law enforcement.

Section 2. Effective Date.

This ordinance shall take effect upon publication.

Passed, approved, and adopted this 5th day of May 2025.

Brad Cavanagh, Mayor

Attest: Adrienne Breitfelder, City Clerk

**COUNCIL MEMBER REPORTS**

Roussell reported on recent tree planting events and the Arbor Day celebration.

Farber reported on the Visiting Nurses Association (VNA) and NAMI Dubuque recently hosting fundraisers.

Sprank reported on the annual Dubuque County Emergency Responder Training Facility fundraising event, the opening of the summer farmers market, attending neighborhood association meetings, the City's upcoming employee recognition event, the Dubuque Labor Harvest food giveaway, and Dubuque Main Street's Architecture Days.

Wethal reported on the Fenelon Hill neighborhood association cleanup, the Forever 17 Foundation meeting with area high schools, and Hempstead and Wahlert High School students utilizing the riverwalk for prom pictures.

Jones reported on attending a Dubuque Racing Association (DRA) meeting, a local emergency management commission meeting, the workers Memorial Day event at the Labor Temple, the ribbon cutting for Roses and Berries, and the annual Dubuque County Emergency Responder Training Facility fundraising event. Jones also reported on the City

recently adopting the Fiscal Year 2026 budget, Fire Chief Cal Motsch's recent retirement, and the 133rd infantry division's upcoming deployment.

Resnick reported on the Dubuque Symphony Orchestra and Heartland Ballet's performance of Swan Lake.

Cavanagh reported on attending Dubuque Senior High School's production of Peter and the Starcatcher, the Julien Dubuque International Film Festival (JDIFF), an Iowa League of Cities (ILC) meeting, and the Mississippi River Cities and Towns Initiative Midwest Climate Summit. Cavanagh also reported on speaking about the iJAG Program at Hempstead High School, sustainability at Dubuque Senior High School, and proposed property tax legislation in the Iowa Legislature.

**CLOSED SESSION**

Motion by Jones to convene in closed session at 8:02 p.m. to discuss Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa. Seconded by Roussell. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 8:31 p.m. stating that staff had been given proper direction.

**ADJOURNMENT**

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:31 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 6:00 p.m. on May 19, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber, Jones, Resnick, Roussell, Sprank, Wethal; City Manager Van Milligen, Senior Counsel Lindahl.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on the Community Foundation of Greater Dubuque's Contracted Services Agreement Update.

**WORK SESSION**

Community Foundation of Greater Dubuque Contracted Services Agreement Update

Community Foundation of Greater Dubuque's Director of Advocacy, Data and Learning Alex Baum presented updates on its programs supported by Fiscal Year 2025 City Contracted Service Agreements. Baum responded to questions by confirming that housing data will be part of the Foundation's upcoming data walk and that a broad definition of 'immigrants' is used in the Foundation's work.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:29 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS REGULAR SESSION OFFICIAL

The Dubuque City Council met in regular session at 6:30 p.m. on May 19, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber, Jones, Resnick, Roussell, Sprank, Wethal; City Manager Van Milligen, Senior Counsel Lindahl.

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

## PLEDGE OF ALLEGIANCE

Breitfelder stated that the resolution for CCI5, LLC under Action Item No. 3 was removed from the agenda.

## PROCLAMATIONS

1. Apples for Students (May - July 2025) was accepted by Beth McGorry on behalf of St. Mark Youth Enrichment.

2. Women Veterans Recognition Day (June 12, 2025) was accepted by Dawn Fleming and Christina Schauer on behalf of the Tri-State Women Warriors.

Mayor Cavanagh welcomed Van Milligen to his first in-person meeting since his recovery from a car accident.

## CONSENT ITEMS

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

1. Minutes and Reports Submitted: City Council Proceedings of May 5, 2025; Arts and Cultural Affairs Commission of March 25, 2025; Library Board of Trustees Update of April 24, 2025; Resilient Community Advisory Commission of March 6, 2025; Zoning Advisory Commission of April 2, 2025; Proof of Publication for City Council Proceedings of April 8, 9, 10, 21, and 22, 2025. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Vicki Carnicle for personal injury; Dawn Hanson for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Vicki Carnicle for personal injury; Dawn Hanson for vehicle damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 158-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

### RESOLUTION NO. 158-25 AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES

Whereas, Section 1-7-7(E) of the Municipal Code of the City of Dubuque provides that the Finance Director-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 142-18 adopted May 7, 2018, 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.

Passed, approved, and adopted this 19th day of May 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Final Plat of Cedar Ridge Farm Place No. 21: Upon motion the documents were received and filed, and Resolution No. 159-25 Approving the Final Plat Cedar Ridge Farm No. 21, in the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 159-25**
**APPROVING THE FINAL PLAT CEDAR RIDGE FARM NO. 21, IN THE CITY OF DUBUQUE, IOWA**

Whereas, there has been filed with the City Clerk a Final Plat Cedar Ridge Farm No. 21 in the City of Dubuque, Iowa; and

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

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

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

Section 1. That Section 11-14(B) of Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is waived regarding required lot frontage for Lot 1, Lot 2, Lot 3, and Lot 4 of Cedar Ridge Farm No. 21.

Section 2. That the Final Plat Cedar Ridge Farm No. 21, in the City of Dubuque, Iowa is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa upon said Final Plat.

Passed, approved and adopted this 19th day of May 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

6. Final Plat of Southwest Arterial Plat 1: Upon motion the documents were received and filed, and Resolution No. 160-25 Approving the Final Plat of Southwest Arterial Plat 1, In the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 160-25**
**APPROVING THE FINAL PLAT OF SOUTHWEST ARTERIAL PLAT 1, IN THE CITY OF DUBUQUE, IOWA**

Whereas, there has been filed with the City Clerk a Final Plat of Southwest Arterial Plat 1 in the City of Dubuque, Iowa; and

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

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

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

Section 1. That the Final Plat of Southwest Arterial Plat 1, in the City of Dubuque, Iowa is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa upon said Final Plat.

Passed, approved and adopted this 19th day of May 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

7. Final Plat of Southwest Arterial Plat 2: Upon motion the documents were received and filed, and Resolution No. 161-25 Approving the Final Plat of Southwest Arterial Plat 2, In the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 161-25**
**APPROVING THE FINAL PLAT OF SOUTHWEST ARTERIAL PLAT 2, IN THE CITY OF DUBUQUE, IOWA**

Whereas, there has been filed with the City Clerk a Final Plat of Southwest Arterial Plat 2 in the City of Dubuque, Iowa; and

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

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

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

Section 1. That the Final Plat of Southwest Arterial Plat 2, in the City of Dubuque, Iowa is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa upon said Final Plat.

Passed, approved and adopted this 19th day of May 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

8. Corrected First Amendment Development Agreement between the City of Dubuque and Wilson House Apts, LLC for the Rehabilitation of 1243 Locust Street: Upon motion the documents were received and filed, and Resolution No. 131-25-A Nunc Pro Tunc Correcting and Amending a Scrivener's Error in First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Wilson House Apts, LLC was adopted.

**RESOLUTION NO. 131-25-A**
**NUNC PRO TUNC CORRECTING AND AMENDING A SCRIVENER'S ERROR IN FIRST AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND WILSON HOUSE APTS, LLC**

Whereas, the City of Dubuque (City) and Wilson House Apts, LLC (Developer) entered into a Development Agreement dated May 20, 2024, for the redevelopment of 1243 Locust Street in the City of Dubuque, Iowa (the Project); and

Whereas, by Resolution No. 131-25, City and Developer agreed to amend the Development Agreement as set forth in the Original First Amendment to Development Agreement; and

Whereas, the Original First Amendment to Development Agreement contained a scrivener's error in the numbering of Section 3; and

Whereas, correcting the scrivener's error does not change the intent of the City Council to provide incentives under the Original First Amendment to Development Agreement.

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

Section 1. The findings and conclusions set forth in the Original First Amendment to Development Agreement are hereby ratified and confirmed in all respects as the findings of this City Council for the Corrected First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Wilson House Apts, LLC, copy of which is attached hereto, with the exception of the amended Section 3 as set forth below.

Section 2. Section 3 of the Corrected First Amendment to Development Agreement approved and adopted by Resolution No. 131-25 on April 21, 2025, is hereby corrected, nunc pro tunc, to provide as set forth in Section 3, attached hereto.

Section 3. The attached Corrected First Amendment to Development Agreement shall be substituted in lieu of the Original First Amendment to Development Agreement.

Section 4. The Mayor is hereby authorized and directed to execute the Corrected First Amendment to Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. The City Manager is authorized to take such actions as are necessary to comply with the terms of the Corrected First Amendment to Development Agreement as herein approved.

Passed, approved, and adopted this 19th day of May 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

9. FY26 Iowa Department of Transportation's Certificate of Cost Allocation Plan Review and Approval: Upon motion the documents were received, filed, and approved.

10. Award 2025 ADA Sidewalk Curb Ramp Project One: Upon motion the documents were received and filed, and Resolution No. 162-25 Awarding Public Improvement Contract for the 2025 ADA Sidewalk Curb Ramp Project One was adopted.

**RESOLUTION NO. 162-25**
**AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE 2025 ADA SIDEWALK CURB RAMP PROJECT ONE**

Whereas, sealed proposals have been submitted by contractors for the 2025 ADA Sidewalk Curb Ramp Project One, (the Project) and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 17th day of April 2025; and

Whereas, said sealed proposals were opened and read on the 1st day of May 2025 and it has been determined that Midwest Concrete, Inc. of Dubuque, IA submitted the low bid in the amount of $81,602.58, and is the lowest responsive, responsible bidder for the Project.

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

That a Public Improvement Contract for the Project is hereby awarded to Midwest Concrete, Inc. and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, adopted, and approved this 19th day of May 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

11. Award 2025 ADA Sidewalk Curb Ramp Project Two: Upon motion the documents were received and filed, and Resolution No. 163-25 Awarding Public Improvement Contract for the 2025 ADA Sidewalk Curb Ramp Project Two was adopted.

**RESOLUTION NO. 163-25**
**AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE 2025 ADA SIDEWALK CURB RAMP PROJECT TWO**

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

Whereas, sealed proposals have been submitted by contractors for the 2025 ADA Sidewalk Curb Ramp Project Two, (the Project) and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 17th day of April 2025.

Whereas, said sealed proposals were opened and read on the 1st day of May 2025 and it has been determined that Midwest Concrete, Inc. of Dubuque, IA submitted the low bid in the amount of $194,547.80, and is the lowest responsive, responsible bidder for the Project.

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

That a Public Improvement Contract for the Project is hereby awarded to Midwest Concrete, Inc. and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, adopted, and approved this 19th day of May 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

12. FY25 & FY26 Contracted Service Agreement: DuRide: Upon motion the documents were received, filed, and approved.

13. Signed Contract(s): Dixon Engineering, Inc. for the Demolition Technical Specifications, Contract Documents, and Demolition Observation on the 500,000 Gallon Double Ellipse (Eagle Point) Project; Origin Design Co. for professional services for the Lead Service Line Replacement project. Upon motion the documents were received and filed.

14. Improvement Contracts / Performance, Payment, and Maintenance Bonds: Pirc-Tobin for the Heeb Street Reconstruction Project. Upon motion the documents were received, filed, and approved.

15. Hairball Pyrotechnics Permit: Upon motion the documents were received, filed, and approved.

16. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 164-25 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

**RESOLUTION NO. 164-25**
**APPROVING APPLICATIONS FOR RETAIL ALCOHOL LICENSES, AS REQUIRED BY CITY OF DUBUQUE CODE OF ORDINANCES TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 2 LIQUOR CONTROL, ARTICLE B LIQUOR, BEER AND WINE LICENSES AND PERMITS**

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:

<u>New Applications</u>
Dolphs, 333 East 10th St.
<u>Renewals</u>
Buffalo Wild Wings, 2805 Northwest Arterial
Days Inn & Spirits Bar & Grill, 1111 Dodge St.
Dubuque Discount Gas LLC, 10 Main St.
Dubuque Lodge 355, 2635 Windsor Ave.
Hilton Garden Inn & Q Casino & Houlihan's, 1801 & 1855 Greyhound Park Dr.
Los Aztecas III Mexican Restaurant, 2345 NW Arterial
Mason Dixon Saloon, 163 Main St.
<u>Special Event(s) per Special Event Application Submittal</u>
Area Residential Care 6-12-25 to 6-25-25, 350 Bell St.
Monks Kaffee Pub 6-1-25 to 6-4-25 and 10-5-25 to 10-9-25, 373 Bluff St.
Q Casino - Summers Last Blast 8-1-25 to 8-5-25, 1855 Greyhound Park Rd. Parking Lot
<u>Premise Update</u>
7 Hills Ballroom, permanently moving from 333 East 10th St. to 1050 Washington St.
<u>Adding A Privilege</u>
First Reserve, 210 West 1st St.
<u>New Applications Provisional Issuances</u>
Barrel Head Winery - 5-15-25 to 5-19-25, 432 West 4th St.

Dubuque Jaycees, Millwork Night Market - 5-4-25 to 5-8-25, 6-8-25 to 6-12-25, 7-6-25 to 7-10-25, 8-10-25 to 8-14-25, 9-7-25 to 9-11-25, 10-5-25 to 10-9-25, 7th & Jackson to 9th & Jackson + East 8th St. to Elm St.

Jubeck New World Brewing LLC - 5-10-25, 5-17-25, 5-24-25, 5-31-25, 6-7-25, 6-14-25, 6-21-25, 6-28-25, 7-5-25, 7-12-25, Outdoor service area for Saturday Farmer's Market.

Passed, approved, and adopted this 19th day of May 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**ITEMS SET FOR PUBLIC HEARING**

Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Sprank. Motion carried 7-0.

1. Cedar Cross Road Urban Revitalization Plan: Upon motion the documents were received and filed and Resolution No. 165-25 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa, finding an area referred to as the Cedar Cross Road Urban Revitalization Area hereinafter described, appropriate for public improvements related to Housing and Residential Development and Construction of Residential Development, Including Single or Multifamily Housing Necessary in the Interest of Public Health, Safety, or Welfare of the residents of the City and Setting a Public Hearing on creation of The Cedar Cross Road Urban Revitalization Area was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 2, 2025 in the Historic Federal Building.

**RESOLUTION NO. 165-25**
**FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA, FINDING AN AREA REFERRED TO AS THE CEDAR CROSS ROAD URBAN REVITALIZATION AREA HEREINAFTER DESCRIBED, APPROPRIATE FOR PUBLIC IMPROVEMENTS RELATED TO HOUSING AND RESIDENTIAL DEVELOPMENT AND CONSTRUCTION OF RESIDENTIAL DEVELOPMENT, INCLUDING SINGLE OR MULTIFAMILY HOUSING NECESSARY IN THE INTEREST OF PUBLIC HEALTH, SAFETY, OR WELFARE OF THE RESIDENTS OF THE CITY AND SETTING A PUBLIC HEARING ON CREATION OF THE CEDAR CROSS ROAD URBAN REVITALIZATION AREA**

Whereas, as a preliminary step to exercising the authority to approve an area for "urban revitalization" conferred upon Iowa municipalities by Chapter 404 of the Code of Iowa, the City Council of the City of Dubuque has heretofore approved the preparation of a Cedar Cross Road Urban Revitalization Plan finding that the rehabilitation, conservation, redevelopment, economic development, or a combination thereof of the area described therein to be known as the Cedar Cross Road Urban Revitalization Area is necessary in the interest of public health, safety, or welfare of the residents of the city; and

Whereas, Lot 1, Lot 2 and Lot 3 of Cedar Ridge Commercial Park in the City of Dubuque, Iowa, according to the recorded plat thereof is the location of a proposed 180-unit apartment development by CCI5, LLC (the Property) in the Cedar Cross Road Urban Revitalization Area; and

Whereas, the City Council finds that development of housing and residential development, including single or multifamily housing in this location is appropriate and necessary in the interest of the welfare of the residents of the City, and the Property substantially meets the criteria for Urban Revitalization according to Section 404.1 of the Code of Iowa; and

Whereas, the Iowa Code requires a public hearing on creation of the Urban Revitalization Area.

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

Section 1. The City Clerk is directed to publish notice of a public hearing on the adoption of an Urban Revitalization Plan for the Cedar Cross Road Urban Revitalization Area to be held on June 2, 2025, at 6:30 p.m. in the Historic Federal Building in Dubuque, Iowa, 350 W. 6th Street, Dubuque, Iowa and that said notice shall generally identify the area covered by the Plan and the general scope of the Urban Revitalization Plan activities planned for such area.

Passed, approved and adopted this 19th day of May 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

2. Development Agreement with 1301 Central, LLC: Upon motion the documents were received and filed and Resolution No. 166-25 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and between the City of Dubuque, Iowa and 1301 Central, LLC, including the proposed issuance of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, and providing for the publication of notice thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 2, 2025 in the Historic Federal Building.

**RESOLUTION NO. 166-25**
**FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND 1301 CENTRAL, LLC, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF**

Whereas, the City of Dubuque and 1301 Central, LLC have tentatively entered into a Development Agreement, subject to the approval of the City Council, a copy of which is now on file at the Office of the City clerk, City Hall, 50 W 13th Street, Dubuque, Iowa for the development of property located at 1301 Central Avenue; and

Whereas, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement with 1301 Central, LLC; and

Whereas, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue obligations, as provided by Iowa Code Chapter 403, pursuant to the Development Agreement; and

Whereas, before said obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to approve the Development Agreement and authorize Urban Renewal Tax Increment Revenue obligations, to be held on the 2nd day of June 2025 at 6:30 p.m. The official agenda will be posted on Friday, May 30, 2025, and will contain listening, viewing, and public input options. The City Council agenda may be accessed at https://dubuqueia.portal. civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue obligations and the execution of the Development Agreement relating thereto with 1301 Central, LLC, the proceeds of which obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to 1301 Central, LLC pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue obligations to be issued will be approximately $1,000,000.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said obligations.

Section 4. That the notice of the proposed action to issue said obligations shall be in substantially the form attached hereto.

Passed, approved, and adopted this 19th day of May 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. 2025 Pavement Marking Project - Initiate Public Bidding Process and Setting Date for a Public Hearing: Upon motion the documents were received and filed and Resolution No. 167-25 2025 Pavement Marking Project: Preliminary Approval of Plans, Specifications, Form of Contract, and Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost; and Ordering the Advertisement for Bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 2, 2025 in the Historic Federal Building.

**RESOLUTION NO. 167-25**
**2025 PAVEMENT MARKING 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**

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 2025 Pavement Marking Project in the estimated amount $245,000.00, 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 2nd day of June, 2025, at 6:30 p.m. in the Historic Federal Building 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 2025 Pavement Marking 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 5th day of June 2025. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 16th day of June 2025, in the Historic Federal Building 350 West 6th Street, Dubuque, Iowa.

Passed, adopted and approved this the 19th day of May 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

4. Fire Headquarters HVAC Project: Upon motion the documents were received and filed and Resolution No. 168-25 Fire Headquarters HVAC Replacement Project: Preliminary Approval of Plans, Specifications, Form of Contract, and Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost; and Ordering the Advertisement for Bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 2, 2025 in the Historic Federal Building.

**RESOLUTION NO. 168-25**
**FIRE HEADQUARTERS HVAC Replacement PROJECT, PRELIMINARY APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; SETTING DATE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; AND ORDERING THE ADVERTISEMENT FOR BIDS**

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 Fire Headquarters HVAC Replacement Project in the estimated base bid amount of $650,000.00, 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 2nd day of June, 2025, at 6:30 p.m. in the Historic Federal Building Council Chambers (and/or by virtual means) 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 Fire Headquarters HVAC Replacement Project is hereby ordered to be advertised for bids for construction.

The amount of the security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders hereby approved.

The City Engineer is hereby directed to advertise for bids for the construction of the improvements herein provided, by publishing the Notice to Bidders to be published on the City of Dubuque website and a contractor plan room service with statewide circulation, which notice shall be published not less than thirteen but not more than forty-five days before the date for filing bids before 2:00 p.m. on the 5th day of June 2025. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 16th day of June 2025, in the Historic Federal Building Council Chambers (and/or by virtual means) 350 West 6th Street, Dubuque, Iowa.

Passed, adopted and approved this the 19th day of May 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Proceedings to Set Public Hearing on June 2, 2025 for the Issuance of Not to Exceed $2,000,000 Water Revenue Capital Loan Notes (State Revolving Loan Fund)

Program) Private Lead Service Line Replacement Pilot Program – Phase I: Upon motion the documents were received and filed and Resolution No. 169-25 To fix a date for a public hearing on proposal to enter into a Water Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed $2,000,000 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 2, 2025 in the Historic Federal Building.

**RESOLUTION NO. 169-25**
**FIX A DATE FOR A PUBLIC HEARING ON PROPOSAL TO ENTER INTO A WATER REVENUE LOAN AND DISBURSEMENT AGREEMENT AND TO BORROW MONEY THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED $2,000,000**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, did heretofore establish a Municipal Waterworks Utility System (the "Utility") in and for the City which has continuously supplied water service in and to the City and its inhabitants since its establishment; and

Whereas, the management and control of the Utility are vested in the City Council (the "Council") and no board of trustees exists for this purpose; and

Whereas, pursuant to prior resolutions of the Council, the City has heretofore issued Water Revenue bonds or notes as set forth on attached outstanding debt certificate, and a portion of such prior Water Revenue debt remains outstanding (the "Outstanding Indebtedness"); and

Whereas, pursuant to the resolutions relating to and authorizing the Outstanding Indebtedness (the "Outstanding Bond Resolutions") the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Indebtedness under the terms and conditions set forth in the Outstanding Bond Resolutions; and

Whereas, the City now proposes to enter into a Water Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed $2,000,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility (the "Project"), and it is necessary to fix a date of meeting of the Council at which it is proposed to take action to enter into the Agreement and to give notice thereof as required by such law.

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

Section 1. This City Council shall meet on June 2, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Agreement.

Section2. The City Clerk is hereby directed to give notice of the proposed action on the Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than four (4) and not more than twenty (20) days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the [Provided] form:

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately $2,000,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of $100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved May 19, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**PUBLIC HEARINGS**

1. Request to Rezone 101 Airborne Road: Jones stated that the Dubuque Metropolitan Area Solid Waste Agency (DMASWA) Board met on Friday and recommended Ordinance Option No. 2, the reduced zoning area. Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for

passage at two Council meetings prior to the meeting at which it is to be passed be suspended for Ordinance Option No. 2. Seconded by Farber. Steve Ingalsbe, 15680 Estate Ln., stated that he had spoken in opposition to the rezoning at the Zoning Advisory Commission (ZAC) meeting and expressed support for the reduced zoning option. Breitfelder stated that written input was received from Kari Voss, 11140 Cottingham Rd. In response to questions, DMASWA Administrator Ken Miller explained that the property must be rezoned prior to obtaining a state permit and emphasized the agency's intent to be transparent about its long-term expansion plans. Planning Services Director Wally Wernimont clarified that because Ordinance Option No. 2 reduced the proposed zoning area, the request did not need to return to the ZAC, as the City Council has the authority to modify recommendations provided the change results in a reduction rather than an expansion of the request. It was noted by City Council that neither Jones nor Resnick has a conflict of interest voting on this rezoning as DMASWA Board Members, as there is no personal financial benefit involved. City Council Members thanked those who provided input and commented that, while the rezoning request was complex, they were in support of the outcome. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 16-25 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by Reclassifying Hereinafter Described Property Located At 101 Airborne Road from AG Agriculture District to HIC Heavy Industrial with Conditions District [Option 2 - Reduced Zoning Area]. Seconded by Farber. Motion carried 7-0.

**ORDINANCE NO. 16-25**

**AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED AT 101 AIRBORNE ROAD FROM AG AGRICULTURE DISTRICT TO HIC HEAVY INDUSTRIAL WITH CONDITIONS DISTRICT**

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter–described property from AG Agriculture District to HIc Heavy Industrial District with conditions, to wit:

A portion of Lot 1 of Landfill West Subdivision pursuant to that certain Final Plat recorded May 27, 2005, as Instrument No. 2005-00008187 of the records of the Dubuque County Recorder, County of Dubuque, State of Iowa.

A portion of the NE ¼ of the SE ¼ of Section 1, Township 88 North, Range 1 East of the 5th P.M. in Vernon Township, all in Dubuque County Iowa.

As shown on Exhibit A, and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved and adopted this 19th day of May, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

2. Request to Rezone 405-575 Cedar Cross Road: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Mike Reinert, 401 Cedar Cross Rd., spoke in opposition to the rezoning, stating that rezoning to R-2 would be more acceptable. Carol Maas, 3095 Nightengale, inquired about the access road serving the property. Applicant Julie Merfeld, 10713 Cottingham Rd., stated that there was no interest in the property when it was previously listed for sale under R-1 zoning, and noted that Cedar Cross Road is a commercial corridor with residential subdivisions located along it. Breitfelder stated that written input was received by Maas. In response to questions, Wernimont stated that access to the site is yet to be determined, as it will depend on the size and layout of the future development. He also noted that meeting setback requirements will enable the property to connect to water and sewer services. City Council Members expressed support for the rezoning, describing it as a reasonable compromise, and encouraged continued dialogue among neighboring residents. They also thanked Wernimont for recommending that the original R-4 rezoning request be remanded back to the ZAC for further review. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 17-25 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by Reclassifying Hereinafter Described Property Located at 405 Cedar Cross Road and 595 Cedar Cross Road From R-1 Single- Family

Residential District To R-3 Moderate Density Multi-Family Residential District. Seconded by Sprank. Motion carried 7-0.

**ORDINANCE NO. 17-25**

**AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED AT 405 CEDAR CROSS ROAD AND 595 CEDAR CROSS ROAD FROM R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT TO R-3 MODERATE DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT**

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter–described property from R-1 Single-Family Residential District to R-3 Moderate Density Multi-Family Residential District, to wit:

Lot 2-2 Mineral Lot 219, Lot 2-2-1-2-1-1-2 Mineral Lot 220, and Lot 2-1-1-1-2-3 Mineral Lot 219 to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved and adopted this 19th day of May, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

3. Request to Rezone Radford Road: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. In response to a question, Wernimont clarified that there are currently no plans for an outdoor play area and that the Unified Development Code (UDC) does not require one. He also confirmed that a sidewalk along Radford Road will be required as part of the development. Tony Nadermann, one of the project developers, noted that while an outdoor play area has not been discussed, it is something they are open to considering. Director of Transportation Services Ryan Knuckey stated that Radford Road is currently served by city buses, and the department will evaluate the development to determine whether an additional bus stop is warranted. City Council Members expressed support for the project, citing its proximity to childcare, employment opportunities, and housing. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 18-25 Amending Title 16 of the Unified Development Code of the City of Dubuque Code of Ordinances by Reclassifying Hereinafter Described Property from PUD Planned Unit Development District with PI Planned Industrial Designation to PUD Planned Unit Development District with PR Planned Residential Designation and Adopting a Conceptual Development Plan. Seconded by Farber. Motion carried 7-0.

**ORDINANCE NO. 18-25**

**AMENDING TITLE 16 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF DUBUQUE CODE OF ORDINANCES BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY FROM PUD PLANNED UNIT DEVELOPMENT DISTRICT WITH PI PLANNED INDUSTRIAL DESIGNATION TO PUD PLANNED UNIT DEVELOPMENT DISTRICT WITH PR PLANNED RESIDENTIAL DESIGNATION AND ADOPTING A CONCEPTUAL DEVELOPMENT PLAN**

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

Section 1. That Title 16 of the Unified Development Code of the City of Dubuque Code of Ordinances is hereby amended by reclassifying the hereinafter-described property from PUD Planned Unit Development District with a PI Planned Industrial Designation to PUD Planned Unit Development District with a PR Planned Residential District designation, and adopting a conceptual development plan, a copy of which is attached to and made a part hereof, is hereby adopted and approved for the following described property, to wit:

Lot 1 Dubuque Industrial Center 15th Addition, all in the City of Dubuque, Iowa, according to the respective recorded Plats thereof.

A. Use Regulations. The following regulations shall apply to all uses made of land in the above-described PR Planned Residential District:

1. Principal permitted uses shall be limited to four (4) three-story multi-family residential buildings totaling 72 units.
2. Accessory uses shall include any use customarily incidental and subordinate to the principal use it serves.

B. Lot and Bulk Regulations - Development of land in the PR Planned

Residential District shall be regulated as follows:

1. Buildings setbacks shall be located in substantial conformance with the approved conceptual development plan.
2. Maximum building height of 50 feet shall be allowed in this Planned Residential District.
3. Unless otherwise indicated, the development of the property in this Planned Residential District shall be regulated by Section 16-5-5 of the Unified Development Code, R-4 Multi-Family Residential District.

C. Performance Standards - The development and maintenance of uses in this PR Planned Residential District shall be regulated as follows:

1. Parking Regulations
   a. Off-street parking shall be a minimum of 1.5 spaces per unit.
   b. All vehicle-related features shall be surfaced with either asphalt or concrete.
   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 Section 13-3 Site Development Regulations. The location and quantity of parking spaces shall be governed by the Conceptual Development Plan.
   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.
2. 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. No light source shall provide illumination onto adjacent lots, buildings, or streets in excess of 1.0-foot candle.
      ii. All exterior lighting luminaries shall be designed and installed to shield light from the luminaries at angles above 72-degrees from vertical.
      iii. Fixtures mounted on a building shall not be positioned higher than the roofline of the building.
      iv. All electrical service lines to posts and fixtures shall be underground and concealed inside the posts.
3. Landscaping - Landscaping shall be provided in compliance with Section 13-4 Landscaping and Screening Requirements of the Unified Development Code.
4. Storm Water Management - The developer shall be responsible for providing surface or subsurface conveyance(s) of storm water from the lot to existing storm sewers or to flow line of open drainageways outside the lot in a means that is satisfactory to the Engineering Department of the City of Dubuque. Other applicable regulations enforced by the City of Dubuque relative to storm water management and drainage shall apply.
5. Exterior Trash Collection Areas
   a. The storage of trash and debris shall be limited to that produced by the principal permitted use and accessory uses on the lot.
   b. All exterior trash collection areas and the material 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. Exposed materials used to construct the opaque screen shall be similar in appearance to materials used for exterior building walls. All exterior entrances to a screened trash area shall be provided with a gate or door of similar design to that of the screen. If a 10-foot height screen fails to shield the exterior trash collection area from view from the adjacent public right-of-way and neighboring properties, evergreen plantings may be required in addition to the screening. Evergreen plant material shall be selected and designed so that they screen the area from all off-site visibility within five (5) years.
6. Open Space - Open space and landscaping in the PR Planned Residential District shall be regulated as follows. Those areas not designated on the conceptual development plan shall be maintained as open space, as defined Article 13 of the Unified Development Code of the City of Dubuque, Iowa, by the property owner and/or association.

7. Platting - Subdivision plats and improvement plans shall be submitted in accordance with Article 11 Land Subdivision, of the City of Dubuque Unified Development Code.
8. Site Plans - Final site development plans shall be submitted in accordance with Article 12 Site Plans and Article 13 Site Design Standards prior to construction of each building and vehicle-related feature unless otherwise exempted by Article 12.

D. Sign Regulations
1. Signs in the Planned Residential District shall be regulated in accordance with the R-4 Multi-Family Residential Zoning District sign regulations, Section 16-15-11.1 of the Unified Development Code.
2. Variance requests from sign requirements for size, number, and height shall be reviewed by the Zoning Board of Adjustment in accordance with Section 16-8-6 of the Unified Development Code.

E. 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.
2. The use of semi-trailers and shipping containers for storage is prohibited.
3. 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.

F. Transfer of Ownership - Transfer of ownership or lease of property in this PR Planned Residential District shall include the transfer or lease agreement a provision that the purchaser or lessee acknowledges awareness of the conditions authorizing the establishment of the district.

G. Modifications - Any modifications of this Ordinance must be approved by the City Council in accordance with zoning reclassification proceedings of Article 9-5 of the Unified Development Code.

H. Occupancy Permits - No occupancy permit shall be issued by the City of Dubuque for property included in the subject planned unit development district until full compliance with this ordinance has been achieved.

I. Recording - A copy of this ordinance shall be recorded at the expense of the property owner(s) with the Dubuque County Recorder a permanent record of the conditions accepted as part of this reclassification approval within thirty (30) days after the adoption of this ordinance. This ordinance shall be binding upon the undersigned and his/her heirs, successors, and assigns.

Section 2. The foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. The foregoing amendment shall take effect upon publication, as provided by law.

Passed, approved, and adopted this 19th day of May 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

4. Conducting a Public Hearing for the Jule's-Iowa Department of Transportation Consolidated Funding Application: Motion by Sprank to receive and file the documents and adopt Resolution No. 170-25 Authorizing Resolution: Approval of Consolidated Funding Application to Iowa DOT. Seconded by Wethal. Motion carried 7-0.

**RESOLUTION NO. 170-25**
**AUTHORIZING RESOLUTION: APPROVAL OF CONSOLIDATED FUNDING APPLICATION TO IOWA DOT**

Whereas, the City of Dubuque provides fixed-route and paratransit services for the citizens of Dubuque; and

Whereas, the Iowa Department of Transportation (IDOT) is a pass-through funding entity for federal capital and operating funds; and

Whereas, the City of Dubuque has historically applied through the IDOT for these funds; and

Whereas, pursuant to published notice, a public hearing was held on the proposed approval of the consolidated funding application on May 19, 2025, at 6:30 p.m. in the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa; and

Whereas, the City Council finds that the applying for the funds to be beneficial to the continued provision of transit service for the citizens of Dubuque.

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

Section 1. The City Council of the City of Dubuque, Iowa hereby endorses the application to the IDOT, which includes a City match.

Section 2. The IDOT application will include requests and mandatory certifications by the City of Dubuque as follows:

From the State Transit Assistance Program:
2.067% of formula funds
Total: $399,858

From federal funds for transit in non-urbanized areas and/or for transit serving primarily elderly persons and persons with disabilities: $93,467

We understand acceptance of federal transit assistance involves an agreement to comply with certain labor protection provisions.

We certify that the City of Dubuque/The Jule has sufficient non-federal funds or sufficient in-kind match to provide required local match for capital projects and at time of delivery will have the funds to operate and maintain vehicles and equipment purchased under this contract.

We request that State Transit Assistance formula funding be advanced as allowed by law, to improve system cash flow.

Section 3. That Ryan Knuckey, Director of Transportation Services, is authorized on behalf of the City Council, to apply for financial assistance and to enter into related contract(s) with the IDOT.

Passed, adopted and approved this 19th day of May 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Fiscal Year 2025 First Budget Amendment: Motion by Roussell to receive and file the documents and adopt Resolution No. 171-25 Amending the Current Budget for Fiscal Year Ending June 2025. Seconded by Jones. Chief Financial Officer Jennifer Larson provided an overview of the fund transfers included in the amendment, noting that the amendment primarily supports capital projects. Motion carried 7-0.

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2025 - AMENDMENT # 1 TO THE AUDITOR OF DUBUQUE COUNTY, IOWA:

The City Council of Dubuque in said County/Counties met on 05/19/2025 06:30 PM, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. Thereupon, the following resolution was introduced.

**RESOLUTION NO. 25-171**

**AMENDING THE CURRENT BUDGET FOR FISCAL YEAR ENDING JUNE 2025 (AS LAST CERTIFIED OR AMENDED ON 04/15/2024)**

Be it Resolved by the Council of City of DUBUQUE

Section 1. Following notice published/posted 05/07/2025 and the public hearing held 05/19/2025 06:30 PM the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at the hearing:

| REVENUES & OTHER FINANCING SOURCES | | Total Budget as Certified or Last Amended | Current Amendment | Total Budget After Current Amendment |
|---|---|---|---|---|
| Taxes Levied on Property | 1 | 27,540,528 | 0 | 27,540,528 |
| Less: Uncollected Delinquent Taxes - Levy Year | 2 | 0 | 0 | 0 |
| Net Current Property Tax | 3 | 27,540,528 | 0 | 27,540,528 |
| Delinquent Property Tax Revenue | 4 | 0 | 0 | 0 |
| TIF Revenues | 5 | 17,907,459 | 0 | 17,907,459 |
| Other City Taxes | 6 | 25,126,148 | 0 | 25,126,148 |
| Licenses & Permits | 7 | 2,375,397 | -84,575 | 2,290,822 |
| Use of Money & Property | 8 | 19,143,084 | 0 | 19,143,084 |
| Intergovernmental | 9 | 49,923,475 | 44,416,503 | 94,339,978 |
| Charges for Service | 10 | 58,638,885 | -422,990 | 58,215,895 |
| Special Assessments | 11 | 3,000 | 659,524 | 662,524 |
| Miscellaneous | 12 | 9,795,759 | 3,392,238 | 13,187,997 |
| Other Financing Sources | 13 | 38,124,352 | 32,746,770 | 70,871,122 |
| Transfers In | 14 | 40,357,689 | 23,075,453 | 63,433,142 |
| **Total Revenues & Other Sources** | 15 | 288,935,776 | 103,782,923 | 392,718,699 |
| **EXPENDITURES & OTHER FINANCING USES** | | | | |
| Public Safety | 16 | 39,761,962 | 5,348,267 | 45,110,229 |
| Public Works | 17 | 16,714,526 | 4,004,823 | 20,719,349 |
| Health and Social Services | 18 | 1,251,733 | 72,144 | 1,323,877 |
| Culture and Recreation | 19 | 18,070,634 | 2,387,681 | 20,458,315 |
| Community and Economic Development | 20 | 17,708,651 | 1,768,071 | 19,476,722 |
| General Government | 21 | 15,744,283 | 2,768,827 | 18,513,110 |
| Debt Service | 22 | 13,597,492 | 0 | 13,597,492 |
| Capital Projects | 23 | 54,596,496 | 99,196,310 | 153,792,806 |
| Total Government Activities Expenditures | 24 | 177,445,777 | 115,546,123 | 292,991,900 |
| Business Type/Enterprise | 25 | 86,156,076 | 54,614,872 | 140,770,948 |
| **Total Gov Activities & Business Expenditures** | 26 | 263,601,853 | 170,160,995 | 433,762,848 |
| Transfers Out | 27 | 40,357,689 | 23,075,453 | 63,433,142 |
| **Total Expenditures/Transfers Out** | 28 | 303,959,542 | 193,236,448 | 497,195,990 |
| **Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out** | 29 | -15,023,766 | -89,453,525 | -104,477,291 |
| Beginning Fund Balance July 1, 2024 | 30 | 72,261,524 | 80,199,497 | 152,461,021 |
| **Ending Fund Balance June 30, 2025** | 31 | 57,237,758 | -9,254,028 | 47,983,730 |

**Explanation of Changes:** This amendment adds capital budget carryovers of $130,543,043 & associated revenue of $74,735,019 & encumbrance carryovers of $40,222,277 (continuing appropriation authority). Adds operating budget carryovers of $8,485,199 & associated revenue of $4,246,461, requiring a formal amendment. Also included is $9,753,720 decrease in capital expense. Capital revenue increase of $6,145,799. Operating expense increase of $660,196 and operating revenue decrease of $4,419,809. Interfund transfers of $23,075,453.

Passed, adopted and approved this 19th day of May 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**PUBLIC INPUT**

Regarding Action Item No. 1, Developer Joey Callahan, 7629 Commerce Park, expressed enthusiasm for the project and indicated his availability to answer any questions.

**ACTION ITEMS**

1. Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and CCI5, LLC Providing for the Use of Urban Revitalization District Tax Abatement Pursuant to the Development Agreement: Motion by Jones to receive and file the documents and adopt Resolution No. 172-25 Approving A Development Agreement by and between the City of Dubuque, Iowa, And CCI5, LLC. Seconded by Sprank. In response to a question regarding sewer capacity, City Engineer Gus Psihoyos explained that two oversized manholes equipped with valves will be installed as a temporary sanitary sewer solution. This measure will remain in place until the Iowa Department of Natural Resources (IDNR) issues a permit for the permanent sewer design and construction. Psihoyos estimated the cost of the temporary solution at $30,000. Van Milligen noted that the developer will be responsible for sewer-related charges, providing the City with a revenue source. City Council Members expressed appreciation to the developer for moving forward with the project, particularly with the current capacity challenges with the Catfish Creek sewer system. Motion carried 7-0.

**RESOLUTION NO. 172-25**
**APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA, AND CCI5, LLC**

Whereas, CCI5, LLC is the owner of the property legally described as follows:

> Lot 2 of 2 of Mineral Lot 230, Lot 1 of Lot 3 of Mineral Lot 232, and Lot 2 of Merfeld Acres, all in the City of Dubuque, Iowa and as shown on Exhibit A (the Plat) which is currently being replatted to be known as Lots 1, 2, and 3 of Cedar Ridge Commercial Park (the Property); and

Whereas, Developer proposes to construct one hundred eighty (180) multi-family residential units on the Property (the Project) and invest approximately Twenty-Three Million Four Hundred Thousand Dollars ($23,400,000.00) in the Project; and

Whereas, the Project will support the City's efforts to create new housing opportunities for a growing workforce within the community; and

Whereas, it is the determination of the City Council that approval of the Development Agreement for redevelopment of the Property by CCI5, LLC, 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:

Section 1. That the Development Agreement by and between the City of Dubuque, Iowa, and CCI5, LLC, a copy of which is attached hereto, 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 19th day of May 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

2. Reject Bids 2025 Repair and Maintenance of the Iowa Street Parking Garage: Motion by Roussell to receive and file the documents and adopt Resolution No. 173-25 Rejecting Competitive Bid Proposal Received for the 2025 Repair and Maintenance of the Iowa Street Parking Garage. Seconded by Wethal. Project Manager Jim Bousley reported that current safety concerns have been addressed, with the affected area now closed and structural monitoring taking place on a monthly basis. Knuckey stated that narrowing the project's scope is expected to encourage more competitive bidding. Motion carried 7-0.

**RESOLUTION NO. 173-25**
**REJECTING COMPETITIVE BID PROPOSAL RECEIVED FOR THE 2025 REPAIR AND MAINTENANCE OF THE IOWA STREET PARKING GARAGE**

Whereas, one (1) competitive sealed bid proposal was received for the 2025 Repair and Maintenance of the Iowa Street Parking Garage (the Project) pursuant to Resolution No. 136-25 and Notice to Bidders published in the City of Dubuque, Iowa website and a contractor plan room service with statewide circulation on the 25th day of April 2025; and

Whereas, the one (1) competitive sealed bid proposal was opened and read on the 12th day of May 2025; and

Whereas, the City Council has deemed it advisable to reject the one (1) competitive sealed bid proposal for the Project.

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

Section 1. The one (1) competitive sealed bid proposal for the 2025 Repair and Maintenance of the Iowa Street Parking Garage is hereby rejected.

Section 2. The City Clerk is authorized and instructed to return the bid deposit of the unsuccessful bidders for the 2025 Repair and Maintenance of the Iowa Street Parking Garage.

Passed, approved and adopted this 19th day of May 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Resolutions of Support for Workforce Housing Tax Credit Applications for Multiple Housing Developments: Motion by Jones to receive and file the documents and adopt Resolution No. 174-25 Supporting the Submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program by Millwork Flats, L.L.C; Resolution No. 175-25 Supporting the Submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program by Gronen Development, Inc.; Resolution No. 176-25 Supporting the Submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program by Wilson House Apts, LLC; and Resolution No. 177-25 Supporting the Submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program By 1301 Central, LLC. Seconded by Wethal. Motion carried 7-0.

**RESOLUTION NO. 174-25**
**SUPPORTING THE SUBMISSION OF AN IOWA ECONOMIC DEVELOPMENT AUTHORITY APPLICATION TO THE WORKFORCE HOUSING TAX CREDIT PROGRAM BY MILLWORK FLATS, L.L.C.**

Whereas, Millwork Flats, L.L.C. (Developer) owns the following described real property in the City of Dubuque, Iowa:

City Lots 384-387 & S 1/2 of City Lot 388 (1065 Jackson, 163 E 10TH); locally known as 1065 Jackson Street (the Property); and

Whereas, Developer proposes to construct Seventy-Six (76) multi-family residential units on the Property (the Project) and invest approximately Twenty-Five Million Five Hundred Thousand Dollars ($25,500,000.00) in the Project; and

Whereas, the Project is located in the Greater Downtown Urban Renewal Area 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, the Project will support the City's efforts to create new housing opportunities for a growing workforce within the community; and

Whereas, Developer has committed a significant amount of private financing to the Project; and

Whereas, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on May 18, 1967, and last amended on April 21, 2025, City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan, as amended, including the issuance of Economic Development Grants and Urban Tax Increment Revenue Obligations; and

Whereas, the City and Developer have executed a Development Agreement dated June 17, 2024, including the issuance of a $500,000 Forgivable Loan and Urban Tax Increment Revenue Obligations, (the Agreement); and

Whereas, Developer's application to the Workforce Housing Tax Credit Program, will provide necessary tax credits and other benefits which will directly contribute to the success of the Project; and

Whereas, the City Council finds that the application to the Workforce Housing Tax Credit Program by Millwork Flats, L.L.C. is in the best interests of the City of Dubuque and should be supported

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

Section 1. That the City Council of the City of Dubuque hereby supports the submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program by Millwork Flats, L.L.C. for necessary tax credits and other benefits directly contributing to the success of the Project at 1065 Jackson Street, Dubuque, Iowa 52001.

Passed, approved and adopted this 19th day of May 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. 175-25**
**SUPPORTING THE SUBMISSION OF AN IOWA ECONOMIC DEVELOPMENT AUTHORITY APPLICATION TO THE WORKFORCE HOUSING TAX CREDIT PROGRAM BY GRONEN DEVELOPMENT, INC.**

Whereas, City is the owner of the following real estate located in the City of Dubuque, County of Dubuque, State of Iowa, consisting of 0.67 acres,

Blk 17 Dubuque Downtown Plaza (the Property); and

Whereas, Gronen Development, Inc. (Developer) has requested that City sell to Developer the Property together with all easements, tenements, hereditaments and appurtenances belonging thereto (Property), and City has agreed to sell the Property to Developer subject to and in accordance with the terms of an executed Development Agreement dated March 17, 2025 (Agreement); and

Whereas, Developer desires to construct a total of One Hundred Two (102) apartment units and 8,000 square feet of commercial space on the Property (the Project); and

Whereas, the Project will support the City's efforts to create new housing opportunities for a growing workforce within the community; and

Whereas, Developer has committed a significant amount of private financing to the Project; and

Whereas, the Project is located in the Greater Downtown Urban Renewal Area 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, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on May 18, 1967, and last amended on April 21, 2025, City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan, as amended, including the issuance of Economic Development Grants and Urban Tax Increment Revenue Obligations; and

Whereas, once completed, the Agreement provides the Property 15 years of Urban Tax Increment Revenue Obligations subject to a Minimum Assessment Agreement; and

Whereas, Developer's application to the Workforce Housing Tax Credit Program, will provide necessary tax credits and other benefits which will directly contribute to the success of the Project; and

Whereas, the City Council find that the application to the Workforce Housing Tax Credit Program by Gronen Development, Inc. is in the best interests of the City of Dubuque and should be approved

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

Section 1. That the City Council of the City of Dubuque hereby supports the submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program by Gronen Development, Inc. for necessary tax credits and other benefits directly contributing to the success of the Project at 5th and Main Streets, Dubuque, Iowa 52001.

Passed, approved and adopted this 19th day of May 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. 176-25**

**SUPPORTING THE SUBMISSION OF AN IOWA ECONOMIC DEVELOPMENT AUTHORITY APPLICATION TO THE WORKFORCE HOUSING TAX CREDIT PROGRAM BY WILSON HOUSE APTS, LLC**

Whereas, Wilson House Apts, LLC (Developer) owns the following described real property in the City of Dubuque, Iowa:

The Northerly 64 feet of Out Lot No. 662A in the Town (now City) of Dubuque, Iowa, according to the United States Commissioners' Plat of the Survey of said Town of Dubuque (the Property); and

Whereas, Developer plans to rehabilitate the existing structure to construct five (5) multi-family residential units on the Property (the Project) and invest approximately One Million Five Hundred Thousand Dollars ($1,500,000.00) in the Project; and

Whereas, the Project is located in the Greater Downtown Urban Renewal Area 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, the Project will support the City's efforts to create new housing opportunities for a growing workforce within the community; and

Whereas, Developer has committed a significant amount of private financing to the Project; and

Whereas, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on May 18, 1967, and last amended on April 21, 2025, City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan, as amended, including the issuance of Economic Development Grants and Urban Tax Increment Revenue Obligations; and

Whereas, the City and Developer have executed a Development Agreement dated May 20, 2024, as amended, including the issuance of Urban Tax Increment Revenue Obligations, (the Agreement); and

Whereas, Developer's application to the Workforce Housing Tax Credit Program, will provide necessary tax credits and other benefits which will directly contribute to the success of the Project; and

Whereas, the City Council finds that the application to the Workforce Housing Tax Credit Program by Wilson House Apts, LLC is in the best interests of the City of Dubuque and should be supported.

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

Section 1. That the City Council of the City of Dubuque hereby supports the submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program by Wilson House Apts, LLC for necessary tax credits and other benefits directly contributing to the success of the Project at 1243 Locust Street, Dubuque, Iowa 52001.

Passed, approved and adopted this 19th day of May 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. 177-25**

**SUPPORTING THE SUBMISSION OF AN IOWA ECONOMIC DEVELOPMENT AUTHORITY APPLICATION TO THE WORKFORCE HOUSING TAX CREDIT PROGRAM BY 1301 CENTRAL, LLC**

Whereas, 1301 CENTRAL, LLC (Developer) owns the following described real property in the City of Dubuque, Iowa:

TRACT I.

Lot 1, Lot 2, and Lot 2 of Lot 3 all of the subdivision of the south half of Out Lot 456, in the City of Dubuque, Iowa according to the recorded Plats of said respective Subdivision.

TRACT II.

The Middle 1/5 of Out Lot 449 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

The South ½ of the North Middle 1/5 of Out Lot 449, in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

The North 1/5th and the North ½ of the North Middle 1/5th of Out Lot 449 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

Lot 4 of the South ½ of Out Lot 456, and Lot 1 of Lot 3 of the South ½ of Out Lot 456, in the City of Dubuque, Iowa, according to the recorded Plats thereof.

The Southerly 2/5th of Out Lot 449 in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Survey of Said Town of Dubuque, Iowa.

TRACT III.

The North ½ of the Middle 1/5th of Out Lot 456 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

Tract IV.

City Lot 449A in the City of Dubuque, Iowa, according to the Plat recorded as Instrument #16133-02, records of Dubuque County, Iowa. (the Property); and

Whereas, Developer plans to rehabilitate the existing structure to construct thirty (30) multi-family residential units on the Property (the Project) and invest approximately Eight Million Dollars ($8,000,000.00) in the Project; and

Whereas, the Project is located in the Greater Downtown Urban Renewal Area 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, the Project will support the City's efforts to create new housing opportunities for a growing workforce within the community; and

Whereas, Developer has committed a significant amount of private financing to the Project; and

Whereas, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on May 18, 1967, and last amended on April 21, 2025, City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan, as amended, including the issuance of Economic Development Grants and Urban Tax Increment Revenue Obligations; and

Whereas, the City and Developer anticipate City approval of a Development Agreement scheduled for public hearing June 2, 2025, including the issuance of Urban Tax Increment Revenue Obligations, (the Agreement); and

Whereas, Developer's application to the Workforce Housing Tax Credit Program, will provide necessary tax credits and other benefits which will directly contribute to the success of the Project; and

Whereas, the City Council finds that the application to the Workforce Housing Tax Credit Program by 1301 CENTRAL, LLC is in the best interests of the City of Dubuque and should be supported

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

Section 1. That the City Council of the City of Dubuque hereby supports the submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program by 1301 Central, LLC for necessary tax credits and other benefits directly contributing to the success of the Project at 1301 Central Avenue, Dubuque, Iowa 52001.

Passed, approved and adopted this 19th day of May 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

4. Amendment to City Code – Solicitor and Transient Merchant Licenses: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. Breitfelder confirmed that a solicitor's license is required for business-related door-to-door sales and that solicitors are required to carry the license while conducting business. Residents have the right to request to see a solicitor's license. If concerns arise, they are encouraged to gather as much information as possible—such as the solicitor's name, company affiliation, and contact details—and report it to the City Clerk's Office. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 19-25 Repealing Title 4 Business and License Regulations, Chapter 5 Solicitor's License and Replacing it with New Chapter 5 Containing Articles A and B For Solicitors and Transient Merchants. Seconded by Farber. Motion carried 7-0.

**ORDINANCE NO. 19-25**
**REPEALING TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 5 SOLICITOR'S LICENSE AND REPLACING IT WITH NEW CHAPTER 5 CONTAINING ARTICLES A AND B FOR SOLICITORS AND TRANSIENT MERCHANTS**

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

Section 1. Title 4 Chapter 5 of the City of Dubuque Code of Ordinances is hereby repealed.

Section 2. The Code of Ordinance Title 4 Chapter 5 of the City of Dubuque, Iowa hereby reads as follows:

ARTICLE A. SOLICITORS

4-5A-1: DEFINITIONS: As used in this chapter, the following term has the following meaning:

SOLICITOR: Any person offering and exposing goods, wares, merchandise, products, or services for sale, or taking or soliciting orders for goods, wares, merchandise, products, or services for future delivery from place to place, house to house, door to door, or street to street, whether the person collects advance payments for such sales or not; but excluding calling upon or soliciting business establishments, professional offices, or institutions, exclusively, or calling on prospective customers by appointment only.

4-5A-2: LICENSE REQUIRED:

A. No person may engage in business as a solicitor without first obtaining a license therefor and paying the license fee.

4-5A-3: EXEMPTIONS: This chapter does not apply to the following:

A. Vendors of goods, merchandise, or services delivered or sold to established customers;

B. Nonprofit organizations filed under or authorized by chapter 504 of the Iowa Code or authorized and organized under statutes or regulations of the United States government or approved by the Internal Revenue Service, where such organizations have a permanent office in Dubuque County, Iowa;

C. Churches and public and private schools and colleges that have a permanent office in Dubuque County, Iowa;

D. Nonprofit clubs and lodges not ordinarily conducted as a business and which do not meet the requirements of chapter 504 of the Iowa Code and that have a permanent office in Dubuque County, Iowa;

E. Persons selling their own art or handicrafts either by themselves or through employees, or nonprofit civic, charitable, religious, or educational groups or members or employees thereof engaged in retail sale for the purpose of fundraising;

F. Persons that purchase gold, bullion, ingots, precious metals, and jewelry. Such persons are subject to the pawnbroker and secondhand dealer regulations set forth in chapter 6, article A of this title. (Ord. 23-19, 5-6-2019)

G. Persons that prepare, market or sell food from a mobile vending unit or mobile pushcart.

4-5A-4: APPLICATION FOR LICENSE:

A. An application for a solicitor's license must be filed at the City Clerk's Office on a form provided by the City Clerk.

B. The chief of police will investigate each applicant for a solicitor license and a report of such investigation will be attached to the application for consideration by the city clerk.

C. The city clerk will, in consultation with the chief of police and upon receipt of an application, with an appropriate bond attached, approve or reject the application considering:

a. Whether the statements and representations contained in the application are true,

b. Whether the applicant is the holder of an Iowa retailer's sales tax permit, when required/if applicable, and

c. If a foreign corporation, whether the entity has the authority to do business in the state of Iowa.

D. If, upon receipt and review of an application, it is determined that the applicant has a pending criminal charge which upon conviction would result in denial of a license, the city clerk reserves the right to place the application on hold for up to fourteen (14) days pending resolution of the criminal charge.

a. It is the applicant's responsibility to provide any updated information on the outstanding charge(s).

b. At the conclusion of fourteen (14) days the City Clerk shall resume processing of the application.

E. A license is valid only for the period of time described in the application.

4-5A-5: BOND: An applicant for a license must file with the City Clerk a surety bond in the amount of five thousand dollars ($5,000.00) conditioned on the following:

A. That the applicant will fully comply with all ordinances of the City and laws regulating solicitor sales;

B. The payment by the applicant of all taxes that may be payable by or due from the applicant to the State of Iowa or the City of Dubuque;

C. The payment of any fines that may be assessed by any court against the applicant for violation of the provisions of this chapter;

D. The payment and satisfaction of any and all causes of action against the applicant commenced within one year from the date of sale and arising from such sale; provided, however, that the aggregate liability of the surety for all such taxes, fines, and causes of action must in no event exceed the principal sum of such bond; and

E. Guaranteeing to any resident of the city that all monies paid will be accounted for and applied according to the representation of the licensee. Said bond will continue in force as to such surety for not less than one year from the date of the license. Action on such bond may be brought by any resident of the city. (Ord. 16-13, 3-4-2013)

4-5A-6: FEES: A solicitor must pay a license fee established by the city manager. (Ord. 16-13, 3-4-2013)

4-5A-7: DISPLAY OF LICENSE: A solicitor shall keep such license in possession at all times while doing business in the City and shall, upon the request of prospective customers, exhibit the license as evidence of compliance with all requirements of this chapter.. (Ord. 16-13, 3-4-2013)

4-5A-8: MISREPRESENTATION: It is unlawful for any solicitor making sales or engaging in or conducting a business under a solicitor's license to make any false or misleading statement or representation regarding any article sold or offered for sale by such solicitor as to condition, quality, original cost, or cost to such solicitor of any article sold or offered for sale, or to sell or offer for sale goods, wares, products, or merchandise of a value in excess of the value thereof as shown by said application, or to sell or offer for sale at retail any goods, wares, products, or merchandise or to engage in or conduct an intermittent or temporary business on any day or at any place other than those shown by such license. A solicitor who violates any provision of this chapter is ineligible for a license for a period of two (2) years from the date of such violation. (Ord. 16-13, 3-4-2013)

4-5A-9: DENIAL, SUSPENSION, OR REVOCATION OF LICENSE:

A. The city clerk may, upon good cause, deny issuance or renewal of a license or suspend or revoke any license issued under this article for a period not to exceed one year for any of the following:

1. Violation of any federal, state, or local law, including, but not limited to, a violation of this chapter or any other chapter of this code;

2. Misrepresentation of any material fact in the application for a license;

3. Failure to cooperate with law enforcement;

4. The applicant, licensee, owner, manager, partner, corporate officer, or director has been convicted of a crime involving robbery, burglary, theft, forgery, fraud, or deceptive practices, the possession, manufacture, or delivery of a controlled substance, possession with intent to manufacture or deliver a controlled substance, possession of drug paraphernalia, or nonpayment of excise taxes for a controlled substance, nonpayment of other taxes, or demonstrated insolvency;

5. Misrepresentation of the source, condition, quality, weight, or measure of the product sold by such solicitor;

6. If any judgment recovered against such solicitor with reference to the operation of the business within the city remains unpaid for a period of six (6) months, provided such judgment be not stayed under a supersedeas bond upon appeal from such judgment;

7. The applicant has been convicted in the prior seven (7) year period of a felony or of any crime involving injury to another person or damage to the property of another person; or

8. The applicant is registered on the national sex offender registry.

B. A plea of guilty, no contest, or a plea agreement resulting in a conviction to a lesser charge may be considered the equivalent of a conviction for purposes of evaluating eligibility for a permit under 4-5-10(A).

C. The city clerk must give written notice of the revocation, suspension, or denial of renewal of any license issued under the provisions of this chapter to the license holder and the surety or sureties furnishing the bond provided for herein.

4-5A-10: APPEAL: Within ten (10) days after notice of denial, suspension, or revocation of a license, a solicitor may file with the city clerk a written notice of appeal to the city manager from such denial, suspension, or revocation. The city manager must provide the solicitor with notice and an opportunity to be heard on the issue of whether the license was properly denied, suspended, or revoked. (Ord. 16-13, 3-4-2013)

4-5A-11: PERSONAL NATURE; TRANSFERABILITY: The solicitor's license granted under this chapter is personal to the applicant only and may not be sold, assigned, or otherwise transferred. (Ord. 16-13, 3-4-2013)

4-5A-12: REPORT TO CITY CLERK UPON LOSS REQUIRED: In the event any license issued under this chapter is lost or mislaid, the licensee must report such fact to the city clerk immediately. A duplicate license will be issued upon payment of the fee as established by the city manager. (Ord. 16-13, 3-4-2013)

4-5A-13: MUSIC: No loudspeaker or other sound system which may disturb the peace is permitted while soliciting. Music is permitted to draw attention to the sales operation but shall not be of a magnitude to create a disturbance in the area where the solicitor locates.

ARTICLE B. TRANSIENT MERCHANTS

4-5B-1: DEFINITIONS: As used in this chapter, the following term has the following meaning:

TRANSIENT MERCHANT: Any business that engages in selling goods, wares, merchandise, products, or services from any fixed or temporary location, which is temporarily maintained or when such business is intermittently carried on and there is no intention to conduct the same permanently within the City. Any person is presumed to be temporarily or intermittently selling or offering to sell goods or services, unless such person intends to and does remain continuously in business at each location where such sales are offered for a period of more than sixty (60) days. (Ord. 16-13, 3-4-2013)

4-5B-2: LICENSE REQUIRED:

A. No person may engage in business as a transient merchant without first obtaining a license therefor and paying the license fee.

B. No person having control of private property within the City may knowingly permit another person to engage in business on or about that property as a transient merchant without first requiring that person to obtain a license therefor. (Ord. 16-13, 3-4-2013)

4-5B-3: EXEMPTIONS: This chapter does not apply to the following:

A. Vendors of goods, merchandise, or services delivered or sold to established customers;

B. Nonprofit organizations filed under or authorized by chapter 504 of the Iowa Code or authorized and organized under statutes or regulations of the United States government or approved by the Internal Revenue Service, where such organizations have a permanent office in Dubuque County, Iowa;

C. Churches and public and private schools and colleges that have a permanent office in Dubuque County, Iowa;

D. Nonprofit clubs and lodges not ordinarily conducted as a business and which do not meet the requirements of chapter 504 of the Iowa Code and that have a permanent office in Dubuque County, Iowa;

E. Persons selling at wholesale to merchants, persons selling their own art or handicrafts either by themselves or through employees, or nonprofit civic, charitable, religious, or educational groups or members or employees thereof engaged in retail sale for the purpose of fundraising;

F. Central Market and other permitted farmers' market businesses licensed in accordance with this Code; or

G. Persons that purchase gold, bullion,

ingots, precious metals, and jewelry. Such persons are subject to the pawnbroker and secondhand dealer regulations set forth in chapter 6, article A of this title. (Ord. 23-19, 5-6-2019)

H. Persons that prepare, market or sell food from a mobile vending unit or mobile pushcart.

4-5B-4: APPLICATION FOR LICENSE:

A. An application for a transient merchant license must be filed at the City Clerk's Office on a form provided by the City Clerk.

B. The chief of police will investigate each business owner applying for a transient merchant license and a report of such investigation will be attached to the application for consideration by the city clerk.

C. If, upon receipt and review of an application, it is determined that the applicant has a pending criminal charge which upon conviction would result in denial of a license, the city clerk reserves the right to place the application on hold for up to fourteen (14) days pending resolution of the criminal charge.

a. It is the applicant's responsibility to provide any updated information on the outstanding charge(s).

b. At the conclusion of fourteen (14) days the City Clerk shall resume processing of the application.

D. The city clerk will, in consultation with the chief of police and upon receipt of an application, with an appropriate bond attached, approve or reject the application considering:

a. Whether the statements and representations contained in the application are true,

b. Whether the applicant is the holder of an Iowa retailer's sales tax permit, when required/if applicable, and

c. If a foreign corporation, whether the entity has the authority to do business in the state of Iowa.

E. A license is valid only for the period of time and at the location and place described in the application. In the event a qualified applicant intends to conduct business or engage in sales activities from multiple locations, a separate application shall be submitted, and a distinct license shall be obtained and approved for each individual location.

4-5B-5: BOND: An applicant for a license must file with the City Clerk a surety bond in the amount of five thousand dollars ($5,000.00) conditioned on the following:

A. That the applicant will fully comply with all ordinances of the City and laws regulating transient merchant sales;

B. The payment by the applicant of all taxes that may be payable by or due from the applicant to the State of Iowa or the City of Dubuque;

C. The payment of any fines that may be assessed by any court against the applicant for violation of the provisions of this chapter;

D. The payment and satisfaction of any and all causes of action against the applicant commenced within one year from the date of sale and arising from such sale; provided, however, that the aggregate liability of the surety for all such taxes, fines, and causes of action must in no event exceed the principal sum of such bond; and

E. Guaranteeing to any resident of the city that all monies paid will be accounted for and applied according to the representation of the licensee. Said bond will continue in force as to such surety for not less than one year from the date of the license. Action on such bond may be brought by any resident of the city. (Ord. 16-13, 3-4-2013)

4-5B-6: FEES: A transient merchant must pay a license fee established by the city manager. (Ord. 16-13, 3-4-2013)

4-5B-7: DISPLAY OF LICENSE: A transient merchant must, at all times while doing business in this city, prominently display the license for the period of time and at the location and place described in the application so that it is clearly visible to anyone to whom the person is selling or offering for sale goods, merchandise, products, or services. The licensee must also, at the time of selling or offering for sale goods, merchandise, products, or services, provide each prospective customer with an opportunity to view the license.

4-5B-8: MISREPRESENTATION: It is unlawful for any transient merchant making sales or engaging in or conducting a business under a transient merchant's license to make any false or misleading statement or representation regarding any article sold or offered for sale by such transient merchant as to condition, quality, original cost, or cost to such transient merchant of any article sold or offered for sale, or to sell or offer for sale goods, wares, products, or merchandise of a value in excess of the value thereof as shown by said application, or to sell or offer for sale at retail any goods, wares, products, or merchandise or to engage in or conduct an intermittent or temporary business on any day or at any place other than those shown by such license. A transient merchant who

violates any provision of this chapter is ineligible for a license for a period of two (2) years from the date of such violation. (Ord. 16-13, 3-4-2013)

4-5B-9: DENIAL, SUSPENSION, OR REVOCATION OF LICENSE:

A. The city clerk may, upon good cause, deny issuance or renewal of a license or suspend or revoke any license issued under this article for any of the following:

1. Violation of any federal, state, or local law, including, but not limited to, a violation of this chapter or any other chapter of this code;
2. Misrepresentation of any material fact in the application for a license;
3. Failure to cooperate with law enforcement;
4. The licensee, owner, manager, partner, corporate officer, or director has been convicted of a crime involving robbery, burglary, theft, forgery, fraud, or deceptive practices, the possession, manufacture, or delivery of a controlled substance, possession with intent to manufacture or deliver a controlled substance, possession of drug paraphernalia, or nonpayment of excise taxes for a controlled substance, nonpayment of other taxes, or demonstrated insolvency;
5. Misrepresentation of the source, condition, quality, weight, or measure of the product sold by such transient merchant;
6. If any judgment recovered against such transient merchant with reference to the operation of the business within the city remains unpaid for a period of six (6) months, provided such judgment be not stayed under a supersedeas bond upon appeal from such judgment;
7. The owner has been convicted in the prior seven (7) year period of a felony or of any crime involving injury to another person or damage to the property of another person; or
8. The owner is registered on the national sex offender registry.

B. A plea of guilty, no contest, or a plea agreement resulting in a conviction to a lesser charge may be considered the equivalent of a conviction for purposes of evaluating eligibility for a permit under this section.

C. The city clerk must give written notice of the revocation, suspension, or denial of renewal of any license issued under the provisions of this chapter to the license holder and the surety or sureties furnishing the bond provided for herein.

4-5B-10: APPEAL: Within ten (10) days after notice of denial, suspension, or revocation of a license, a transient merchant applicant may file with the city clerk a written notice of appeal to the city manager from such denial, suspension, or revocation. The city manager must provide the applicant with notice and an opportunity to be heard on the issue of whether the license was properly denied, suspended, or revoked. (Ord. 16-13, 3-4-2013)

4-5B-11: PERSONAL NATURE; TRANSFERABILITY: The transient merchant's license granted under this chapter is personal to the owner only and may not be sold, assigned, or otherwise transferred. (Ord. 16-13, 3-4-2013)

4-5B-12: REPORT TO CITY CLERK UPON LOSS REQUIRED: In the event any license issued under this chapter is lost or mislaid, the licensee must report such fact to the city clerk immediately. A duplicate license will be issued upon payment of the fee as established by the city manager. (Ord. 16-13, 3-4-2013)

4-5B-13: MUSIC: No loudspeaker or other sound system which may disturb the peace is permitted while soliciting. Music from a vendor unit is permitted to draw attention to the sales operation but shall not be of a magnitude to create a disturbance in the area where the transient merchant locates.

Section 3. Effective Date. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 19th day of May 2025.

Brad Cavanagh, Mayor

Attest: Adrienne Breitfelder, City Clerk

5. Fiscal Year 2026 Dollars & Cents Brochure: Motion by Wethal to receive and file the documents. Seconded by Sprank. Motion carried 7-0.

**COUNCIL MEMBER REPORTS**

Resnick reported on Bike Week.

Farber reported on Chris Kohlmann's recent retirement from the City in the role of Chief Information Officer, the recent press tour at the City's new Data Center, an Information Technology and Communications Committee (ITC) meeting for the National League of Cities (NLC), and her upcoming trip to Amazon's headquarters to discuss information technology topics.

Roussell reported on the HEART Program graduation at Four Mounds.

Jones reported on the City's employee recognition breakfast, a Dubuque Metropolitan Area Transportation Study (DMATS) Policy Committee Meeting, Kohlmann's retirement, the Dubuque Area Chamber of Commerce's Washington, D.C. Fly-In Event, and playing with the East Dubuque Drum Corp. to welcome back honor flight participants.

Wethal reported on the Heart Program graduation and attending an NAACP Housing Committee meeting.

Sprank reported on the Washington, D.C. Fly-In Event.

Cavanagh reported on Bike Week, Travel Dubuque's hospitality breakfast, the employee recognition breakfast, the state legislature's recent adjournment, and the Washington, D.C. Fly-In Event.

Van Milligen thanked Cavanagh for co-presenting the keynote at the employee recognition breakfast and expressed appreciation to all City Council Members for their participation in presenting awards at the breakfast.

**CLOSED SESSION**

Motion by Jones to convene in closed session at 8:47 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(C),(j) Code of Iowa. Seconded by Resnick. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is Senior Counsel Lindahl. Motion carried 7-0.

The City Council reconvened in open session at 9:16 p.m. stating that staff had been given proper direction.

**ADJOURNMENT**

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:16 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 5:30 p.m. on June 2, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session to receive an update on the Poverty Reduction Plan.

**WORK SESSION**

Office of Shared Prosperity & Neighborhood Support Poverty Reduction Plan: Update Report

Office of Shared Prosperity and Neighborhood Support Director Anderson Sainci and Data Analyst Braden Daniels presented the accomplishments of the Equitable Poverty Reduction and Prevention Plan and provide an update on community-level data on poverty reported by the U.S. Census Bureau. In response to questions, Sainci outlined the broader community benefits of addressing poverty and emphasized the goal of aligning efforts with other organizations' strategic plans. Daniels confirmed that the Community Foundation of Greater Dubuque (CFGD) collects data on Asset Limited, Income Constrained, Employed (ALICE) individuals and noted that staff can request access to that information.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:27 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS REGULAR SESSION OFFICIAL

The Dubuque City Council met in regular session at 6:30 p.m. on June 2, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

**PLEDGE OF ALLEGIANCE**

**PRESENTATIONS**

1. Travel Dubuque Outstanding Front Line Staff Award to Grand River Center OVG Staff Member Joe Klecker: Travel Dubuque Sales Manager Becky Carkeek re-presented the Travel Dubuque Outstanding Front Line Staff Award to Grand River Center OVG Staff Member Joe Klecker.

**PROCLAMATIONS**

1. LGBTQIA+ Pride Month (June 2025) was accepted by Chuck Harris, Ali Levasseur, Timothy Krueger, Indigo Perry, and Danny Sprank on behalf of Dubuque Pride, Inc., The Dubuque LGBTQ+ Resource Network, and Ritual Beauty.

2. Juneteenth National Independence Day (June 19, 2025) was accepted by Multicultural Family Center Assistant Director Karla Escobar and Board Members Mary Ann Conzett and Anthony Allen on behalf of the Multicultural Family Center.

**CONSENT ITEMS**

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

1. Minutes and Reports Submitted: City Council Proceedings of May 19, 2025; Airport Commission of March 25, 2025; Equity and Human Rights Commission of April 8, 2025; Historic Preservation Commission of April 17, 2025; Housing Commission of January 28, 2025; Long Range Planning Advisory Commission of March 19, 2025; Mayor and City Council Compensation Task Force Minutes of May 21, 2025; Park and Recreation Commission of April 7, 2025; Zoning Board of Adjustment of April 24, 2025; Proof of Publication for City Council Proceedings of April 24, April 28, and May 5, 2025. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Brandon and Jessica Rethwisch for property damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 178-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 178-25**
**AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

Whereas, Section 1-7-7(E) of the Municipal Code of the City of Dubuque provides that the Finance Director-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 142-18 adopted May 7, 2018, 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.

Passed, approved, and adopted this 2nd day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

4. Resolution Supporting Iowa State Historic Preservation Tax Credit Part 2B Application for St. Elias The Prophet Greek Orthodox Church at 419 N. Grandview Avenue: Upon motion the documents were received and filed, and Resolution No. 179-25 In Support of Iowa State Historic Preservation Tax Credit Part 2B Application Submitted to the Iowa Economic Development Authority by St. Elias the Prophet Greek Orthodox Church for a Historic Rehabilitation Project At 419 N. Grandview Ave. was adopted.

**RESOLUTION NO. 179-25**
**IN SUPPORT OF IOWA STATE HISTORIC PRESERVATION TAX CREDIT PART 2B APPLICATION SUBMITTED TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY BY ST. ELIAS THE PROPHET GREEK ORTHODOX CHURCH FOR A HISTORIC REHABILITATION PROJECT AT 419 N. GRANDVIEW AVE.**

Whereas, St. Elias the Prophet Greek Orthodox Church has requested City support for its Historic Preservation Tax Credit Part 2B application to the Iowa Economic Development Authority ("IEDA") for the rehabilitation of its historic church building located at 419 N. Grandview Avenue (the "Building", Dubuque, Iowa (the "Project"); and

Whereas, the Building has been deemed eligible for listing on the National Register of Historic Places and is eligible for State Historic Preservation Tax Credits for the rehabilitation of the building; and

Whereas, the successful completion of the Project requires funding from a number of sources, including the State of Iowa Historic Preservation Tax Credit; and

Whereas, the Historic Preservation Tax Credit Part 2B application is a competitive application that gives points for various aspects, including local government support of the Project in the jurisdiction of which it is located; and

Whereas, City support will help the Project to score higher on its application and increase the likelihood that the Part 2B application results in an award of Historic Preservation Tax Credits for the Project.

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

Section 1. The City Council of the City of Dubuque does hereby express its support for the Project and for St. Elias the Prophet Greek Orthodox Church to submit its Historic Preservation Tax Credit Part 2B application to the IEDA seeking an award of Historic Preservation Tax Credits for the Project.

Section 2. The City's Office of Economic Development is directed to transmit a copy of this Resolution to St. Elias the Prophet Greek Orthodox Church.

Passed, approved, and adopted this 2nd day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. 2025 July 3rd Fireworks Permit: City Manager recommended City Council approval to issue a Fireworks Permit to Perry Mason with Radio Dubuque for the fireworks display on July 3, 2025, at approximately 9:45 p.m. along Volunteer Drive. Upon motion the documents were received, filed, and approved.

6. Rustic Point Park Concept Plan Approval: Upon motion the documents were received, filed, and approved.

7. Fiscal Year 2025 Contracted Services Agreements: City Manager recommended City Council approval of Fiscal Year 2025 Contracted Services Agreements with Community Solutions of Eastern Iowa in the amount of $13,000, Four Mounds Heart Program in the amount of $10,000, and Hawkeye Area Community Action Program in the amount of $70,000. Upon motion the documents were received, filed, and approved.

8. Adoption of the Fiscal Year 2026-2030 Community Development Block Grant Consolidated Plan and FY 2026 Annual Action Plan: Upon motion the documents were received and filed, and Resolution No. 180-25 Adopting the Fiscal Year 2026-2030 (Program Year 2025-2029) Community Development Block Grant (CDBG) Consolidated Plan and Fiscal Year 2026 (Program Year 2025) Annual Action Plan was adopted.

**RESOLUTION NO. 180-25**
**ADOPTING THE FISCAL YEAR 2026-2030 (PROGRAM YEAR 2025-2029) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) CONSOLIDATED PLAN AND FISCAL YEAR**

**2026 (PROGRAM YEAR 2025) ANNUAL ACTION PLAN**

Whereas, the U.S. Department of Housing and Urban Development requires each entitlement city to submit a Consolidated Plan for Housing and Community Development, including the proposed use of its Community Development Block Grant funds at least 45 days prior to its program year; and

Whereas, the City of Dubuque has, through a series of public meetings and hearings, finalized a Consolidated Plan and Annual Action Plan addressing both housing and non-housing needs in the community; and

Whereas, copies of the draft and final FY 2026-2030 Consolidated Plan and draft and final FY26 Annual Action Plan were available for public comment 30 days, respectively, prior to the Community Development Advisory Commission's public hearings; and

Whereas, Community Development Advisory Commission held a public hearing on February 19, 2025, to receive community input on the FY 2026-2030 Community Development Block Grant Draft Consolidated Plan and the FY 2026 Draft Annual Action Plan; and

Whereas, the Community Development Advisory Commission held a public hearing on March 26, 2025, and unanimously recommended the City Council adopt the FY 2026-2030 Community Development Block Grant Final Consolidated Plan and the FY 2026 Final Annual Action Plan.

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

Section 1. That the City of Dubuque FY 2026-2030 Community Development Block Grant Consolidated Plan and FY26 Annual Action Plan for Housing and Community Development is hereby approved and 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 FY 2026-2030 Community Development Block Grant Consolidated Plan and FY26 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 2nd day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

9. Amended Citizen Participation Plan: Upon motion the documents were received and filed, and Resolution No. 181-25 Adopting the Amendment of the Citizen Participation Plan for the Community Development Block Grant Program was adopted.

**RESOLUTION NO. 181-25**
**ADOPTING THE AMENDMENT OF THE CITIZEN PARTICIPATION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Whereas, the City of Dubuque, through a public meeting proposed the Amended Citizen Participation Plan for the Community Development Block Grant Program; and

Whereas, the Community Development Advisory Commission held a public meeting on May 21, 2025, to receive community input on the Amended Citizen Participation Plan for the Community Development Block Grant Program; and

Whereas, the Community Development Advisory Commission unanimously recommended the City Council approve the Amended Citizen Participation plan for the Community Development Block Grant Program on May 21, 2025.

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

Section 1. That the Amended Citizen Participation Plan for the Community Development Block Grant Program, attached hereto and by this reference made a part hereof, is hereby adopted.

Section 2. The City Manager or his designee of the City of Dubuque is hereby authorized to direct staff to implement the Amended Citizen Participation Plan for the Community Development Block Grant Program based on this adopted Plan.

Passed, approved, and adopted this 2nd day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

10. Delegation of Authority for Environmental Certifying Officer in accordance with 24 CFR Part 58: Upon motion the documents were received and filed, and Resolution No. 182-25 Delegating Authority for Environmental Certifying Officer was adopted.

**RESOLUTION NO. 182-25**
**DELEGATING AUTHORITY FOR ENVIRONMENTAL CERTIFYING OFFICER**

Whereas, the City of Dubuque Housing and Community Development Department receives multiple sources of funding from the Federal Department of Housing and Urban Development; and

Whereas, these funds are subject to environmental review, decision-making and action responsibilities under the National Environmental Policy Act, and 24 CFR Part 58; and

Whereas, the Certifying Officer is responsible for authorizing the release of funds, certifying environmental records, and representing the City of Dubuque in federal courts for the enforcement of these responsibilities; and

Whereas, the Certifying Officer role is typically held by the highest-ranking official in the City of Dubuque, Mayor Brad Cavanagh, and this responsibility may be delegated by formal resolution. The Certifying Officer role was delegated by formal resolution on January 2, 2022, from Mayor Brad Cavanagh to Housing and Community Development Director, Alexis Steger; and

Whereas, it is necessary to designate the individual acting in the role of the Housing and Community Development Department Director as the Certifying Officer.

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

Section 1. That the individual acting as the Housing and Community Development Director is delegated the authority to act as the Certifying Officer for the City of Dubuque for all HUD funding and environmental review requirements.

Section 2. This delegation shall be effective immediately and remain effective until revoked by Mayor Cavanagh or until the end of his term in office.

Passed, approved, and adopted this 2nd day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

11. Water & Resource Recovery Center Fee Schedule for Fiscal Year 2026: Upon motion the documents were received and filed, and Resolution No. 183-25 Establishing the Schedule of Rates for the Disposal of Private Hauled Waste to the Water & Resource Recovery Center as Provided For In 13- 2B-8(F) of the City of Dubuque Code of Ordinances and No. 184-25 Establishing the Schedule of Rates for the Analysis of Water Samples at the Water & Resource Recovery Center State-Certified Environmental Lab were adopted.

**RESOLUTION NO. 183-25**
**ESTABLISHING THE SCHEDULE OF RATES FOR THE DISPOSAL OF PRIVATE HAULED WASTE TO THE WATER & RESOURCE RECOVERY CENTER AS PROVIDED FOR IN 13-2B-8(F) OF THE CITY OF DUBUQUE CODE OF ORDINANCES**

Whereas, the Water & Resource Recovery Center (WRRC) provides wastewater treatment for residential, commercial, and industrial users in the city of Dubuque and surrounding areas; and

Whereas, the WRRC receives wastewater through the sanitary sewer collection system and permitted waste hauled to the treatment facility; and

Whereas, hauled waste can be categorized as domestic septage; high strength waste (waste with higher levels of pollutants than domestic waste); fats, oils, and grease (FOG); and inorganic waste; and

Whereas, provided for in 13-2B-8(F) of the City Code of Ordinances, the rate to be charged for domestic sewage discharged at the wastewater plant by private haulers shall be established by resolution.

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

Section 1. Establishes the rates for the disposal of private hauled waste at the WRRC pursuant to the schedule of rates as follows:

Private Hauled Waste Disposal Rate Schedule
High Strength Waste - $0.105 per gallon
Fats, Oils, & Grease (FOG) - $0.080 per gallon
FOG [originating outside city limits] - $0.100 per gallon
Septage - $0.110 per gallon
Septage [originating outside city limits] - $0.140 per gallon
Inorganic waste (e.g., car wash grit) - $0.165 per gallon Inorganic waste [originating outside city limits] - $0.180 per gallon

Section 2. The given rate schedule shall take effect on July 1, 2025.

Passed, approved and adopted this 2nd day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

**RESOLUTION NO. 184-25**
**ESTABLISHING THE SCHEDULE OF RATES FOR THE ANALYSIS OF WATER SAMPLES AT THE WATER & RESOURCE RECOVERY CENTER STATE-CERTIFIED ENVIRONMENTAL LAB**

Whereas, the Water & Resource Recovery Center (WRRC) Environmental Lab is a state-certified facility that performs water and wastewater sample analysis to support regulatory compliance, process monitoring, and public health protection; and

Whereas, the WRRC Environmental Lab supports the operations of the WRRC and also offers testing services to residents and organizations across the tri-state area, including services for private well owners and small water treatment systems; and

Whereas, the WRRC Environmental Lab fees are designed to recover the actual costs of testing services, including staff time and laboratory consumables, and are reviewed annually to ensure continued cost alignment; and

Whereas, it's in the best interest of the City to memorialize the WRRC Environmental Lab fee schedule in support of the approved Fiscal Year 2026 budget.

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

Section 1. Establishes the fee schedule for WRRC Environmental Laboratory testing services as follows:

WRRC Environmental Laboratory Fee Schedule

| Laboratory Test | FY26 Fee |
|---|---|
| Ammonia Nitrogen | $20.00 |
| Bacteria (18 hour) | $32.00 |
| Bacteria (24 hour) | $30.00 |
| Biochemical Oxygen Demand (BOD) | $25.00 |
| Chemical Oxygen Demand (COD) | $32.00 |
| E. coli (Quanti tray Method) | $40.00 |
| Fecal Coliform (MPN) | $27.00 |
| Grease and Oil (Hexane Extraction) | $54.00 |
| Nitrate | $20.00 |
| Nitrite | $20.00 |
| pH | $10.00 |

| Laboratory Test | FY26 Fee |
|---|---|
| Pseudomonas | $30.00 |
| Total Dissolved Solids | $19.00 |
| Total Kjeldahl Nitrogen (TKN) | $31.00 |
| Total Phosphorus | $19.00 |
| Total Suspended Solids (TSS) | $20.00 |
| Volatile Suspended Solids (VSS) | $19.00 |

Section 2. The given rate schedule shall take effect on July 1, 2025.

Passed, approved and adopted this 2nd day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

12. Acceptance of Grant of Easement for Sanitary Sewer Utility and Sanitary Sewer Access across Switch Development at JFK, LLC and Atera 194, 3339 JFK Rd, Dubuque, LLC Property at JFK Rd. and West 32nd Street in Dubuque: Upon motion the documents were received and filed, and Resolution No. 185-25 Accepting a Grant of Easement for Sanitary Sewer Utility and Sanitary Sewer Access through, under and across parts of Lot 1 and Lot 2 of Switch Development at JFK No. 4, and Lot 2 of Switch Development at JFK No. 2, and Lot 1 of Switch Development at JFK No. 3, in the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 185-25**
**ACCEPTING A GRANT OF EASEMENT FOR SANITARY SEWER UTILITY AND SANITARY SEWER ACCESS THROUGH, UNDER AND ACROSS PARTS OF LOT 1 AND LOT 2 OF SWITCH DEVELOPMENT AT JFK NO. 4, AND LOT 2 OF SWITCH DEVELOPMENT AT JFK NO. 2, AND LOT 1 OF SWITCH DEVELOPMENT AT JFK NO. 3, IN THE CITY OF DUBUQUE, IOWA**

Whereas, per the Development Agreement between the City of Dubuque and Switch Development at JFK, LLC, approved by the City Council via Resolution 36-23, the parties wished to set forth terms for the extension of a proposed public sanitary sewer utility located in Parts of Lot 1 and Lot 2 of Switch Development at JFK No. 4, and Lot 2 of Switch Development at JKF No. 2, and Lot 1 of Switch Development at JFK No. 3, in the City of Dubuque, Iowa; and

Whereas, per said agreement Switch Development at JFK, LLC was to dedicate an easement to the City of Dubuque for the City's ownership and maintenance of the sewer improvements; and

Whereas, Switch Development at JFK, LLC has conveyed said Lot 2 of Switch Development at JKF No. 2 to Atera 194, 3339 JFK Rd, Dubuque, LLC; and

Whereas, Switch Development at JFK, LLC and Atera 194, 3339 JFK Rd, Dubuque, LLC have executed a Grant Easement for Sanitary Sewer Utility and Sanitary Sewer Access through, over and across Parts of Lot 1 and Lot 2 of Switch Development at JFK No. 4, and Lot 2 of Switch Development at JKF No. 2, and Lot 1 of Switch Development at JFK No. 3, in the City of Dubuque, Iowa, said grant of easement has been recorded in the Dubuque County Recorder's Office as Document No. 2025-00004724.

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

Section 1. The City Council of the City of Dubuque, Iowa, hereby approves of, accepts and consents to the Grant of Easement for Sanitary Sewer Utility and Sanitary Sewer Access through, over and across Parts of Lot 1 and Lot 2 of Switch Development at JFK No. 4, and Lot 2 of Switch Development at JKF No. 2, and Lot 1 of Switch Development at JFK No. 3, in the City of Dubuque, Iowa from Switch Development at JKF, LLC, and Atera 194, 3339 JFK Rd, Dubuque, LLC, a copy of which is attached hereto.

Section 2. The Mayor is hereby authorized and directed to execute and acknowledge on behalf of the City of Dubuque any instruments in connection herewith.

Passed, approved and adopted this 2nd day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

13. Project Statement to Master Co-Location and Shared Services Agreement between the City of Dubuque and Dubuque County: City Manager recommended City Council approval of a Project Statement for the collaboration between the City and County on providing fiber connectivity that will allow the County to connect multiple County facilities in a redundant "loop", increasing capacity, safety and security of the County IT system. Upon motion the documents were received, filed, and approved.

14. Consumer Confidence Water Quality Report 2025: City Manager provided notification of the City of Dubuque Consumer Confidence Water Quality Report 2025 which will be published documenting the 2024 water quality results. Upon motion the documents were received and filed.

15. Approval of Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permit Applications: Upon motion the documents were received and filed, and Resolution No. 186-25 Approving Applications for Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permits, as Required by Iowa Code 453A.47A and Senate File 345 was adopted.

**RESOLUTION NO. 186-25**
**APPROVING APPLICATIONS FOR TOBACCO RETAIL, TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, VAPOR PRODUCT PERMITS OR DEVICE PERMITS, AS REQUIRED BY IOWA CODE 453A.47A AND SENATE FILE 345**

Whereas, applications for Tobacco/Tobacco Products/Alternative Nicotine Products/Vapor Product permits or Device retail permits have been submitted and filed with the City Clerk; and

Whereas, the applicants have filed the proper application and fees as required by the Iowa Department of Revenue; and

Whereas, applications are presented to City Council for approval.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued the following named applicants and locations for a Cigarette/Device/Tobacco/Nicotine/Vapor product permit or retail device permit effective July 1, 2025, to June 30, 2026.

Business Name, Business Address, Permit Type

Altered State, 1523 Central Ave., Device Retailer
Downtown Gas and Grocery, 1401 Central Ave., Device Retailer
Dubuque Wine & Spirits, 3305 Asbury Rd, Device Retailer
Dubuque Wine And Spirits, 2013 Central Ave. Ste 2, Device Retailer
Greenleaf Tobacco & Vape, 1620 John F Kennedy Rd., Device Retailer
Pink Clouds Smoke Shop, 4835 Asbury Rd., Device Retailer
The Konnexion, 1099 University Ave., Device Retailer
Altered State, 1523 Central Ave., Retail Tobacco
Beecher Liquor, 1691 Asbury Rd., Retail Tobacco
Big 10 Mart #10, 1875 John F Kennedy Rd., Retail Tobacco
Big 10 Mart #11, 3300 Asbury Rd., Retail Tobacco
Big 10 Mart #12, 405 Rhomberg Ave., Retail Tobacco
Big 10 Mart #13, 2100 J John F Kennedy Rd., Retail Tobacco
Casey's #2420, 2699 Rockdale Rd., Retail Tobacco
Casey's #2421, 4003 Peru Rd., Retail Tobacco
Casey's #3473, 1072 Cedar Cross Rd., Retail Tobacco
Casey's #5135, 4900 Old Highway Rd, Retail Tobacco
Diamond Jo Casino, 301 Bell St., Retail Tobacco
Dollar General Store #10074, 2440 Gateway Dr., Retail Tobacco
Dollar General Store #6896, 605 W Locust St., Retail Tobacco
Dollar General Store #7289, 3250 Kennedy Cir. Ste 8, Retail Tobacco
Downtown Gas and Grocery, 1401 Central Ave., Retail Tobacco
Dubuque Discount LLC, 10 Main St., Retail Tobacco
Dubuque Fine Liquor and Tobacco, 2196 White St., Retail Tobacco
Dubuque Wine & Spirits, 3305 Asbury Rd., Retail Tobacco
Dubuque Wine And Spirits, 2013 Central Ave. Ste 2, Retail Tobacco
Eagle Country Market, 1800 Elm St., Retail Tobacco
EZ Stop 1, 1101 Rhomberg Ave., Retail Tobacco
Fareway Stores #114, 2050 John F Kennedy Rd., Retail Tobacco
Fas Mart #5159, 2175 Central Ave., Retail Tobacco
Fuel Express Food Mart, 250 West 1st St., Retail Tobacco

Great Vape LLC The, 3250 Central Ave., Retail Tobacco
Hammerheads Bar & Billiards, 2095 Kerper Blvd., Retail Tobacco
Hartig Drug #2, 157 Locust St., Retail Tobacco
Hartig Drug #3, 2255 John F Kennedy Rd., Retail Tobacco
Hartig Drug Co #8, 1600 University Ave., Retail Tobacco
Hy-Vee #1 Fast & Fresh, 3270 Dodge St., Retail Tobacco
Hy-Vee #1 Food Store, 3500 Dodge St., Retail Tobacco
Hy-Vee #2 Fast and Fresh, 2395 NW Arterial, Retail Tobacco
Hy-Vee #2 Food Store, 2395 NW Arterial, Retail Tobacco
Hy-Vee #3 Fast and Fresh, 300 South Locust St., Retail Tobacco
Hy-Vee #3 Food Store, 400 South Locust St., Retail Tobacco
Hy-Vee Wine & Spirits #1, 3500 Dodge St. Ste 2, Retail Tobacco
Kwik Star #1184, 1180 Kerper Crt., Retail Tobacco
Kwik Star #236, 2035 John F. Kennedy Rd., Retail Tobacco
Kwik Star #495, 2685 Dodge St., Retail Tobacco
Kwik Stop #300, 1215 East 16th St., Retail Tobacco
Kwik Stop #325, 1210 East 16th St., Retail Tobacco
Kwik Stop #48, 3201 Central Ave., Retail Tobacco
Kwik Stop #58, 3340 John F Kennedy Rd., Retail Tobacco
Kwik Stop #72, 2255 Kerper Blvd., Retail Tobacco
Kwik Stop #76, 2320 Hwy 61, Retail Tobacco
Kwik Stop #78, 4039 Pennsylvania Ave., Retail Tobacco
Kwik Stop #84, 2335 University Ave., Retail Tobacco
Kwik Stop #86, 2150 Twin Valley Dr., Retail Tobacco
Liquor Tobacco and Grocery, 1998 Jackson St., Retail Tobacco
Midwest Vapors, 2600 Dodge St. Suite B4, Retail Tobacco
Paro Food Mart, 3200 Central Ave., Retail Tobacco
Pink Clouds Smoke Shop, 3301 Pennsylvania Ave., Retail Tobacco
Pink Clouds Smoke Shop, 4835 Asbury Rd., Retail Tobacco
Q Casino & Hotel, 1855 Greyhound Park Rd., Retail Tobacco
Super Stop 3, 2360 Central Ave., Retail Tobacco
Super Stop Iv, 535 Hill St. Ste A, Retail Tobacco
The Konnexion, 1099 University Ave., Retail Tobacco
Tobacco Outlet Plus #504, 806 Wacker Dr. Suite 140, Retail Tobacco
Vapor City Outlet, 3330 Asbury Rd., Retail Tobacco
Walgreens #11942, 345 E 20th St., Retail Tobacco
Walgreens #6154, 2260 John F Kennedy Rd., Retail Tobacco
Walgreens #9708, 55 John F Kennedy Rd., Retail Tobacco
Walmart #2004, 4200 Dodge St., Retail Tobacco

Passed, approved, and adopted this 2nd day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**ITEMS SET FOR PUBLIC HEARING**

Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Sprank. Motion carried 7-0.

1. Setting a Public Hearing for the Granting of a Storm Sewer Utility Easement to Switch Development at JFK, LLC: Upon motion the documents were received and filed and Resolution No. 187-25 Intent to Dispose of City Interest by Grant of Storm Sewer Utility Easement to Switch Development at JFK, LLC Across Part of The Northwest Arterial Right of Way Adjacent to Lot 1 of Switch Development at JFK No. 4, in the City of Dubuque, Iowa was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 16, 2025 in the Historic Federal Building.

**RESOLUTION NO. 187-25**
**INTENT TO DISPOSE OF CITY INTEREST BY GRANT OF STORM SEWER UTILITY EASEMENT TO SWITCH DEVELOPMENT AT JFK, LLC ACROSS PART OF THE NORTHWEST ARTERIAL RIGHT OF WAY ADJACENT TO LOT 1 OF SWITCH DEVELOPMENT AT JFK NO. 4, IN THE CITY OF DUBUQUE, IOWA**

Whereas, Switch Development at JFK, LLC has requested a “Grant of Storm Sewer Utility Easement” across Part of the Northwest Arterial Right of Way adjacent to Lot 1 of Switch Development at JFK No. 4, in the City of Dubuque, Iowa, for a private storm sewer utility and rip rap; and

Whereas, the City of Dubuque Engineering Department has prepared and submitted to the City Council an exhibit showing the easement area for the proposed Grant of Storm Sewer Utility Easement across Part of the Northwest Arterial Right of Way adjacent

to Lot 1 of Switch Development at JFK No. 4, 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 a Storm Sewer Utility Easement across Part of the Northwest Arterial Right of Way adjacent to Lot 1 of Switch Development at JFK No. 4, 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 Sewer Utility Easement to Switch Development at JFK, LLC across Part of the Northwest Arterial Right of Way adjacent to Lot 1 of Switch Development at JFK No. 4, in the City of Dubuque, Iowa, is hereby set for the 16th day of June 2025, 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 dispose of said interest to be published in the manner as prescribed by law.

Passed, approved and adopted this 2nd day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

2. Setting a Public Hearing on the Proposed Amended and Restated Lease between the City of Dubuque and Viterra USA Grain, LLC: Upon motion the documents were received and filed and Resolution No. 188-25 Setting a Public Hearing to Consider the Amended and Restated Lease Agreement by and Between the City of Dubuque and Viterra USA Grain, LLC for Commercial Street Property was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 16, 2025 in the Historic Federal Building.

**RESOLUTION NO. 188-25**
**SETTING A PUBLIC HEARING TO CONSIDER THE AMENDED AND RESTATED LEASE AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND VITERRA USA GRAIN, LLC FOR COMMERCIAL STREET PROPERTY**

Whereas, The City of Dubuque, Iowa (City) previously entered into a Lease Agreement dated July 1, 2020, with Viterra USA Grain, LLC (Viterra) (formerly Gavilon Grain, LLC) under which Viterra leases certain real property located on Commercial Street (aka East Seventh Street) in Dubuque, Iowa; and

Whereas, Viterra and City wish to amend and restate the Lease Agreement with the Amended and Restated Lease Agreement attached hereto; and

Whereas, the City Council finds that it is in the best interest of the City of Dubuque to approve the Amended and Restated Lease Agreement, subject to the required public hearing.

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

Section 1. The City Clerk is hereby authorized and directed to cause this Resolution and a Notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City Council's intent to approve the proposed Amended and Restated Lease Agreement, to be held on the 16th day of June, 2025 at 6:30 p.m., to be held at 350 West 6th Street, for the purpose of receiving public input and comment regarding the proposed Amended and Restated Lease Agreement between City of Dubuque and Viterra USA Grain, LLC.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing the Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa and Viterra USA Grain, LLC.

Section 3. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting.

Passed, approved and adopted this 2nd day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Proceedings to Set Public Hearing on June 16, 2025 for the Issuance of Not to Exceed $15,000,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Old Mill Rd. Lift Station Project – Phase 2: Upon motion the documents were received and filed and Resolution No. 189-25 To fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed $15,000,000 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 16, 2025 in the Historic Federal Building.

**RESOLUTION NO. 189-25**
**RESOLUTION TO FIX A DATE FOR A PUBLIC HEARING ON PROPOSAL TO ENTER INTO A SEWER REVENUE LOAN AND DISBURSEMENT AGREEMENT AND TO BORROW MONEY THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED $15,000,000**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the "Utility") in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

Whereas, the management and control of the Utility are vested in the City Council (the "Council") and no board of trustees exists for this purpose; and

Whereas, pursuant to prior resolutions of the Council, the City has heretofore issued Sewer Revenue bonds or notes as set forth on attached outstanding debt certificate, and a portion of such prior Sewer Revenue debt remains outstanding (the "Outstanding Indebtedness"); and

Whereas, pursuant to the resolutions relating to and authorizing the Outstanding Indebtedness (the "Outstanding Bond Resolutions") the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Indebtedness under the terms and conditions set forth in the Outstanding Bond Resolutions; and

Whereas, the City now proposes to enter into a Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed $15,000,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility (the "Project"), and it is necessary to fix a date of meeting of the Council at which it is proposed to take action to enter into the Agreement and to give notice thereof as required by such law.

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

Section 1. This City Council shall meet on June 16, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than four (4) and not more than twenty (20) days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the [Provided] form:

Section3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately $15,000,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of $100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 2, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

4. Proceedings to Set Public Hearing on June 16, 2025 for the Issuance of Not to Exceed $3,600,000 Sewer Revenue Capital Loan Notes Planning and Design Loan (State Revolving Loan Fund Program) Old Mill Phase III Project – Catfish Creek Sanitary Interceptor Sewer System Middle Fork: Upon motion the documents were received and filed and Resolution No. 190-25 To fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed $3,600,000 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 16, 2025 in the Historic Federal Building.

**RESOLUTION NO. 190-25**

**RESOLUTION TO FIX A DATE FOR A PUBLIC HEARING ON PROPOSAL TO ENTER INTO A SEWER REVENUE LOAN AND DISBURSEMENT AGREEMENT AND TO BORROW MONEY THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED $3,600,000**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, did

heretofore establish a Municipal Sanitary Sewer System (the "Utility") in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

Whereas, the management and control of the Utility are vested in the City Council (the "Council") and no board of trustees exists for this purpose; and

Whereas, pursuant to prior resolutions of the Council, the City has heretofore issued Sewer Revenue bonds or notes as set forth on attached outstanding debt certificate, and a portion of such prior Sewer Revenue debt remains outstanding (the "Outstanding Indebtedness"); and

Whereas, pursuant to the resolutions relating to and authorizing the Outstanding Indebtedness (the "Outstanding Bond Resolutions") the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Indebtedness under the terms and conditions set forth in the Outstanding Bond Resolutions; and

Whereas, the City now proposes to enter into a Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed $3,600,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility (the "Project"), and it is necessary to fix a date of meeting of the Council at which it is proposed to take action to enter into the Agreement and to give notice thereof as required by such law.

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

Section 1. This City Council shall meet on June 16, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than four (4) and not more than twenty (20) days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately $23,000,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of $100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 2, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

5. Proceedings to Set Public Hearing on June 16, 2025 for the Issuance of Not to Exceed $3,400,000 Sewer Revenue Capital Loan Notes Planning and Design Loan (State Revolving Loan Fund Program) Old Mill Phase IV Project – Catfish Creek Sewershed Improvement - South Fork: Upon motion the documents were received and filed and Resolution No. 191-25 To fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed $3,400,000 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 16, 2025 in the Historic Federal Building.

**RESOLUTION NO. 191-25**
**RESOLUTION TO FIX A DATE FOR A PUBLIC HEARING ON PROPOSAL TO ENTER INTO A SEWER REVENUE LOAN AND DISBURSEMENT AGREEMENT AND TO BORROW MONEY THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED $3,400,000**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the "Utility") in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since

its establishment; and

Whereas, the management and control of the Utility are vested in the City Council (the "Council") and no board of trustees exists for this purpose; and

Whereas, pursuant to prior resolutions of the Council, the City has heretofore issued Sewer Revenue bonds or notes as set forth on attached outstanding debt certificate, and a portion of such prior Sewer Revenue debt remains outstanding (the "Outstanding Indebtedness"); and

Whereas, pursuant to the resolutions relating to and authorizing the Outstanding Indebtedness (the "Outstanding Bond Resolutions") the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Indebtedness under the terms and conditions set forth in the Outstanding Bond Resolutions; and

Whereas, the City now proposes to enter into a Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed $3,400,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility (the "Project"), and it is necessary to fix a date of meeting of the Council at which it is proposed to take action to enter into the Agreement and to give notice thereof as required by such law.

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

Section 1. This City Council shall meet on June 16, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than four (4) and not more than twenty (20) days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the [Provided] form:

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately $14,000,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of $100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 2, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

6. Proceedings to Set Public Hearing on June 16, 2025 for the Issuance of Not to Exceed $500,000 Sewer Revenue Capital Loan Notes Planning and Design Loan (State Revolving Loan Fund Program) Track Line Sanitary Sewer Reconstruction Project: Upon motion the documents were received and filed and Resolution No. 192-25 To fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed $500,000 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 16, 2025 in the Historic Federal Building.

**RESOLUTION NO. 192-25**

**RESOLUTION TO FIX A DATE FOR A PUBLIC HEARING ON PROPOSAL TO ENTER INTO A SEWER REVENUE LOAN AND DISBURSEMENT AGREEMENT AND TO BORROW MONEY THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED $500,000**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the "Utility") in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

Whereas, the management and control of the Utility are vested in the City Council (the "Council") and no board of trustees exists for this purpose; and

Whereas, pursuant to prior resolutions of the Council, the City has heretofore issued Sewer Revenue bonds or notes as set forth on attached outstanding debt certificate, and a portion of such prior Sewer Revenue debt remains outstanding (the "Outstanding Indebtedness"); and

Whereas, pursuant to the resolutions relating to and authorizing the Outstanding Indebtedness (the "Outstanding Bond Resolutions") the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Indebtedness under the terms and conditions set forth in the Outstanding Bond Resolutions; and

Whereas, the City now proposes to enter into a Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed $500,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility (the "Project"), and it is necessary to fix a date of meeting of the Council at which it is proposed to take action to enter into the Agreement and to give notice thereof as required by such law.

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

Section 1. This City Council shall meet on June 16, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than four (4) and not more than twenty (20) days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the following form:

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately $3,000,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of $100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 2, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

7. Resolution Setting Public Hearing on a Proposed Development Agreement with Plastic Center, Inc.: Upon motion the documents were received and filed and Resolution No. 193-25 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and between the City of Dubuque, Iowa and Plastic Center, Inc., including the proposed issuance of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, and providing for the publication of notice thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on June 16, 2025 in the Historic Federal Building.

**RESOLUTION NO. 193-25**

**FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND PLASTIC CENTER, INC., INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF**

Whereas, Plastic Center, Inc. is the owner of the following described real property, locally known as at 408 W 5th Street:

The West 107.5 feet of the West 170 feet of Lot 614 in the City of Dubuque, Iowa, according to the Plat of the Survey thereof in Book of Plats #10 page 88, records of Dubuque County, Iowa; and

Lot 46 in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Town of Dubuque; and

The East 110 feet of Lot 614 in the City of

Dubuque, Iowa, according to the Plat of Survey thereof in Book of Plats #10 page 88, records of Dubuque County, Iowa. (the Property); and

Whereas, the City of Dubuque and Plastic Center, Inc. have tentatively entered into a Development Agreement, subject to the approval of the City Council, a copy of which is now on file at the Office of the City clerk, City Hall, 50 W 13th Street, Dubuque, Iowa for the development of the Property; and

Whereas, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement with Plastic Center, Inc.; and

Whereas, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue Obligations, as provided by Iowa Code Chapter 403, pursuant to the Development Agreement; and

Whereas, before said Obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to approve the Development Agreement, including the authorization of Urban Renewal Tax Increment Revenue Obligations, to be held on the 16th day of June 2025 at 6:30 p.m. The official agenda will be posted on Friday, June 13, 2025, and will contain listening, viewing, and public input options. The City Council agenda may be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of approving the Development Agreement, including authorizing Urban Renewal Tax Increment Revenue Obligations, with Plastic Center, Inc., the proceeds of which Obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to Plastic Center, Inc. pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue Obligations to be issued will be approximately $325,000.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said obligations.

Section 4. That the notice of the proposed action shall be in substantially the form attached hereto.

Passed, approved, and adopted this 2nd day of June 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**BOARDS/COMMISSIONS**

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

1. Arts and Cultural Affairs Advisory Commission: One, 3-Year At-Large term through June 30, 2027 (Vacant At-Large - lives or works outside the cultural and entertainment district term of Menchaca); One, 3-Year Business Professional term through June 30, 2028 (Expiring Business Professional - lives or works in the cultural and entertainment district term of Hafel); Two, 3-Year Public Member terms through June 30, 2028 (Expiring Public Member – knowledge and demonstrated interest in the arts terms of Davis-Orwoll and Harder). Applicants: Jim Albee, 535 West 5th St. (qualifies for at-large and public member); Shirley Davis-Orwoll, 2635 West 32nd St. (qualifies for at-large and public member) Nick Halder, 876 S. Grandview Ave. (qualifies for at-large, business professional, and public member); Aaron Hefel, 515 1/2 West 8th St. (qualifies for business professional and public member); Bree Hernandez, 1298 Locust St. (qualifies for at-large and public member); Mary Loney-Bichell, 595 West 11th St. (qualifies for at-large and public member); Rodrigo Marin, 2240 Central Ave. (qualifies for at-large and public member); Sarah Ndagire, 1536 Kehl Ct. (qualifies for at-large, business professional, and public member); Jessica Ochoa, 1970 Hale St. (qualifies for at-large and public member). Albee and Ochoa spoke in support of their applications. Breitfelder stated that Davis-Orwoll, Halder, and Ndagire submitted written input in support of their applications.

2. Board of Library Trustees: One, 4-Year term through July 1, 2029 (Expiring term of Gorton). Applicants: Tom Brennan,

3275 Cider Rdg.; Jessica Connery, 4612 Camelot Dr.; Nicole O'Brien, 2691 Ravens Oaks Dr. Connery spoke in support of her application.

3. Civic Center Advisory Commission: Three, 3-Year terms through June 29, 2028 (Expiring terms of Blau, Meyers, and Tandy). Applicants: McKenzie Blau, 1548 Pego Ct.; Colleen Myers, 65 North Booth St.; Ashley Regan, 1100 N Booth St.; Sara Tandy, 2307 Martin Dr.

4. Historic Preservation Commission: One, 3-Year term through July 1, 2028 (Expiring West 11th District term of Stuter). Applicant: Charles (Rick) Stuter, 1296 Prairie St.

5. Park and Recreation Advisory Commission: Three, 3-Year terms through June 30, 2028 (Expiring terms of Henkel, Jorgenson, and Ollendick). Applicants: Jason Henkel, 1888 Saint Joseph St.; Josh Jorgenson, 3030 Judson Ct.; Lori Ollendick, 1390 Oak Park Pl.; Mya Schaefer, 1720 Plymouth Ct.; Greg Swift, 2150 Fairway Dr. Breitfelder stated that Ollendick submitted written input in support of her application.

6. Resilient Community Advisory Commission: One, 3-Year term through July 1, 2028 (Expiring term of Kohlhaas). Applicant: Jacob Kohlhaas, 1125 Richards Rd.

7. Transit Advisory Board: One, 3-Year term through July 30, 2027 (Vacant term of Esser). Applicant: Gary Wernimont, 736 University Ave.

8. Zoning Advisory Commission: Two, 3-Year terms through July 1, 2028 (Expiring terms of Mulligan and Norton). Applicants: Matthew Mulligan, 1167 Hunters Rdg.; Patrick Norton, 920 Valentine Dr.; Dylan Schwering, 1741 Dexter St.; Casey Stoyke, 3960 Oneida Ave. Schwering virtually spoke in support of his application.

Appointment was made to the following commission.

1. Civil Service Commission: One, 4-Year term through April 6, 2029. (Expired term of White). Applicant Selected by Mayor Cavanagh for Appointment on April 21, 2025: Miquel Jackson, 2827 Pennsylvania Ave. The other applicant who applied was Dan White, 3580 Pennsylvania Ave. Motion by Farber to approve Mayor Cavanagh's selection of Jackson to the term. Seconded by Jones. Motion carried 7-0.

**PUBLIC HEARINGS**

1. Resolution Adopting the Cedar Cross Road Urban Revitalization Plan: Motion by Sprank to receive and file the documents and adopt Resolution No. 194-25 Approving the Urban Revitalization Plan for the Cedar Cross Road Urban Revitalization Area. Seconded by Wethal. Motion carried 7-0.

**RESOLUTION NO. 194-25**
**APPROVING THE URBAN REVITALIZATION PLAN FOR THE CEDAR CROSS ROAD URBAN REVITALIZATION AREA**

Whereas, by Resolution No. 165-25, adopted May 19, 2025, the City Council of the City of Dubuque, Iowa authorized the preparation of an Urban Revitalization Plan for the Cedar Cross Road Urban Revitalization Area; and

Whereas, the City of Dubuque's primary objective for the Urban Revitalization Plan is to provide opportunities which will further economic development purposes and objectives and remediate blighting conditions; and

Whereas, housing creation remains a priority for the City Council of the City of Dubuque, Iowa; and

Whereas, Lot 1, Lot 2 and Lot 3 of Cedar Ridge Commercial Park in the City of Dubuque, Iowa, according to the recorded plat thereof, is the location of a proposed 180-unit apartment development by CCI5, LLC (the Property) in the proposed Cedar Cross Road Urban Revitalization Area; and

Whereas, pursuant to published notice, a public hearing was held on June 2, 2025, at 6:30 p.m. on the proposed Cedar Cross Road Urban Revitalization Area Urban Revitalization Plan.

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

Section 1. That the Cedar Cross Road Urban Revitalization Area Urban Revitalization Plan, on file in the City Clerk's Office and made reference to herein, is hereby approved.

Section 2. 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 2nd day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

2. Resolution Approving a Development Agreement with 1301 Central, LLC: Motion by Resnick to receive and file the documents and adopt Resolution No. 195-25 Approving a Development Agreement by and between the City of Dubuque, Iowa and 1301 Central, LLC, including the issuance of Urban Renewal Tax

Increment Revenue Obligations. Seconded by Wethal. Economic Development Director Jill Connors summarized the history of the property. Van Milligen stated that the City is partnering with the local nonprofit Dubuque Initiatives to redevelop properties along the Central Avenue corridor, which Connors confirmed spans from 11th to 22nd St. Motion carried 7-0.

**RESOLUTION NO. 195-25**
**APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND 1301 CENTRAL, LLC, INCLUDING THE ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS**

Whereas, 1301 Central LLC is the owner of the property legally described as follows:

TRACT I.

Lot 1, Lot 2, and Lot 2 of Lot 3 all of the subdivision of the south half of Out Lot 456, in the City of Dubuque, Iowa according to the recorded Plats of said respective Subdivision.

TRACT II.

The Middle 1/5 of Out Lot 449 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

The South ½ of the North Middle 1/5 of Out Lot 449, in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

The North 1/5 and the North ½ of the North Middle 1/5 of Out Lot 449 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

Lot 4 of the South ½ of Out Lot 456, and

Lot 1 of Lot 3 of the South ½ of Out Lot 456, in the City of Dubuque, Iowa, according to the recorded Plats thereof.

The Southerly 2/5ths of Out Lot 449 in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Survey of Said Town of Dubuque, Iowa.

TRACT III.

The North ½ of the Middle 1/5 of Out Lot 456 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

Tract IV.

City Lot 449A in the City of Dubuque, Iowa, according to the Plat recorded as Instrument #16133-02, records of Dubuque County, Iowa. (the Property); and

Whereas, the City Council, by Resolution No. 166-25, dated May 19, 2025, declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and 1301 Central, LLC, 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 June 2, 2025, at 6:30p.m.; and

Whereas, it is the determination of the City Council that approval of the Development Agreement for redevelopment of the property by 1301 Central LLC, 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 1301 Central, LLC, a copy of which is attached hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

Section 2. 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. 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 2nd day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. 2025 Pavement Marking Project Public Hearing: Motion by Roussell to receive and file the documents and adopt Resolution No. 196-25 Approval of Plans, Specifications, Form of Contract, and Estimated Cost for the 2025 Pavement Marking Project. Seconded by Wethal. In response to a question, Van Milligen stated that remarking Central and White Streets are planned for next year's pavement marking process. Motion carried 7-0.

**RESOLUTION NO. 196-25**
**APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR THE 2025 PAVEMENT MARKING PROEJCT**

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 2025 Pavement Marking Project in the estimated amount $229,200.00, are hereby approved.

Passed, approved, and adopted this 2nd day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

4. Fire Headquarters HVAC Replacement Project Public Hearing: Motion by Jones to receive and file the documents and adopt Resolution No. 197-25 Approval of Plans, Specifications, Form of Contract, And Estimated Cost for the Fire Headquarters HVAC Replacement Project. Seconded by Sprank. Motion carried 7-0.

**RESOLUTION NO. 197-25**
**APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR THE FIRE HEADQUARTERS HVAC REPLACEMENT PROJECT**

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

That the plans, specifications, form of contract and cost for the Fire Headquarters HVAC Replacement Project in the estimated amount $650,000.00, are hereby approved.

Passed, approved and adopted this 2nd day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Proceedings to Hold Public Hearing for the Issuance of Not to Exceed $761,000 Stormwater Revenue Loan and Disbursement Agreement – Sponsorship Project Amendment 2024 Green Alley Project: Motion by Roussell to receive and file the documents and adopt Resolution No. 198-25 Taking additional action on proposal to enter into a Stormwater Revenue Loan and Disbursement Agreement. Seconded by Wethal. Van Milligen clarified that the State Revolving Fund (SRF) low-interest loan program will continue. However, the City is no longer permitted to use interest earned from SRF loans to fund other projects, which was a practice that was previously allowed. He also confirmed that the SRF program is federally funded and indicated that there is no sign it will be discontinued. If the SRF program were to end, the City would instead issue General Obligation (GO) debt, which carries a higher interest rate. Chief Financial Officer Jennifer Larson noted that SRF loans have variable interest rates, with the most recent quarter's rate at 2.84%. In contrast, the City's most recent GO bond sale had an interest rate between 4.5% to 4.7%. Unlike GO bonds, which require a Moody's rating prior to issuance, SRF loans do not require a credit rating. Additionally, because SRF loans are issued as revenue bonds, they do not count against the City's statutory debt limit. Motion carried 7-0.

**RESOLUTION NO. 198-25**
**RESOLUTION TAKING ADDITIONAL ACTION ON PROPOSAL TO ENTER INTO A STORMWATER REVENUE LOAN AND DISBURSEMENT AGREEMENT**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, did heretofore establish a Stormwater Management Utility System (the "Utility") in and for the City; and

Whereas, the management and control of the Utility are vested in the City Council (the "Council") and no board of trustees exists for this purpose; and

Whereas, pursuant to prior resolutions of the Council, the City has heretofore issued Stormwater Revenue bonds or notes as set forth in prior proceedings of the Council, and a portion of such prior Stormwater Revenue debt remains outstanding (the "Outstanding Indebtedness"); and

Whereas, pursuant to the resolutions relating to and authorizing the Outstanding Indebtedness (the "Outstanding Bond Resolutions") the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Indebtedness under the terms and conditions set forth in the Outstanding Bond Resolutions; and

Whereas, the City will undertake the construction of a certain water resource restoration project (the "Project"); and

Whereas, pursuant to Section 384.84 of the Code of Iowa, the City has the authority to issue revenue bonds to pay for such qualifying water resource restoration projects; and

Whereas, the Iowa Finance Authority (the "Lender") has agreed to provide financing for the Project by decreasing the interest rate on the City's outstanding Stormwater Management Utility Revenue Capital Loan Note No. R-1, Series 2019, dated April 12, 2019, and providing a 0% interest loan to the City for the Project; and

Whereas, the City has heretofore proposed to contract indebtedness and enter into a certain Stormwater Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed $761,000, pursuant to the provisions of Sections 384.24A and 384.84A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing the Project, and has published notice of the proposed action and has held a hearing thereon on June 2, 2025.

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

Section 1. The City Council hereby determines to enter into the Agreement in the future and orders that Stormwater Revenue Bonds be issued at such time in evidence thereof. The City Council further declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 2, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

6. Proceedings for Public Hearing for the Issuance of Not to Exceed $1,600,000 Stormwater Revenue Capital Loan Notes (State Revolving Loan Fund Program) Bee Branch Gate and Pump Project: Motion by Sprank to receive and file the documents and adopt Resolution No. 199-25 Taking additional action on proposal to enter into a Stormwater Revenue Loan and Disbursement Agreement. Seconded by Resnick. Motion carried 7-0.

**RESOLUTION NO. 199-25**
**RESOLUTION TAKING ADDITIONAL ACTION ON PROPOSAL TO ENTER INTO A STORMWATER REVENUE LOAN AND DISBURSEMENT AGREEMENT**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, did heretofore establish a Stormwater Management Utility System (the "Utility") in and for the City; and

Whereas, the management and control of the Utility are vested in the City Council (the "Council") and no board of trustees exists for this purpose; and

Whereas, pursuant to prior resolutions of the Council, the City has heretofore issued Stormwater Revenue bonds or notes as set forth in prior proceedings of the Council, and a portion of such prior Stormwater Revenue debt remains outstanding (the "Outstanding Indebtedness"); and

Whereas, pursuant to the resolutions relating to and authorizing the Outstanding Indebtedness (the "Outstanding Bond Resolutions") the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Indebtedness under the terms and conditions set forth in the Outstanding Bond Resolutions; and

Whereas, the City has heretofore proposed to contract indebtedness and enter into a certain Stormwater Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed $1,600,000, pursuant to the provisions of Sections 384.24A and 384.84A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility, and has published notice of the proposed action and has held a hearing thereon on June 2, 2025, and as of such date, no petition has been filed with the City asking that the question of entering into the Agreement be submitted to the registered voters of the City;

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

Section 1. The City Council hereby determines to enter into the Agreement in the future and orders that Stormwater Revenue Bonds be issued at such time in evidence thereof. The City Council further declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 2, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

7. Proceedings for Public Hearing for the Issuance of Not to Exceed $2,000,000 Water Revenue Capital Loan Notes (State Revolving Loan Fund Program) Private Lead Service Line Replacement Pilot Program – Phase I: Motion by Sprank to receive and file the documents and adopt Resolution No. 200-25 Taking additional action on proposal to enter into a Water Revenue Loan and Disbursement Agreement. Seconded by Jones. Van Milligen stated that the program affects only residential properties and, due to their distribution across the pilot area, the impact to each homeowner should be limited to about 2–3 days. Motion carried 7-0.

**RESOLUTION NO. 200-25**
**RESOLUTION TAKING ADDITIONAL ACTION ON PROPOSAL TO ENTER INTO A WATER REVENUE LOAN AND DISBURSEMENT AGREEMENT**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, did heretofore establish a Municipal Waterworks Utility System (the "Utility") in and for the City which has continuously supplied water service in and to the City and its inhabitants since its establishment; and

Whereas, the management and control of the Utility are vested in the City Council (the "Council") and no board of trustees exists for this purpose; and

Whereas, pursuant to prior resolutions of the Council, the City has heretofore issued Water Revenue bonds or notes as set forth in prior proceedings of the Council, and a portion of such prior Water Revenue debt remains outstanding (the "Outstanding Indebtedness"); and

Whereas, pursuant to the resolutions relating to and authorizing the Outstanding Indebtedness (the "Outstanding Bond Resolutions") the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Indebtedness under the terms and conditions set forth in the Outstanding Bond Resolutions; and

Whereas, the City has heretofore proposed to contract indebtedness and enter into a certain Water Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed $2,000,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility, and has published notice of the proposed action and has held a hearing thereon on June 2, 2025.

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

Section 1. The City Council hereby determines to enter into the Agreement in the future and orders that Water Revenue Bonds be issued at such time in evidence thereof. The City Council further declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 2, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**PUBLIC INPUT**

Mary Klaas, 1405 Lincoln Ave.; Executive Director of the Dubuque Arboretum and Botanical Gardens Jenna Hirtz, 3800 Arboretum Dr.; Art Gilloon, 535 Heritage Dr.; Joan Dahlquist, 790 Caledonia; and William Meyer, 1856 Rhomberg Ave. all spoke regarding Action Item No. 1, requesting the City Council uphold the Park and Recreation Advisory Commission's recommendation to retain City Code Section 10-5B-4, which prohibits dogs and cats in specific parks - including Eagle Point Park, Murphy Park, Marshall Park, and the Dubuque Arboretum and Botanical Gardens. Their concerns with allowing pets in these parks included animal waste, noise, potential disruption to events held at these locations, and the negative impact on the unique character of the parks. Breitfelder stated that written input was received for Action Item No. 1 by Nicole Gantz; Luann LeConte, 9698 Route 52 S.; John and Nancy Ferry, 3235 Baldwin Dr.; and Art Gilloon, 535 Heritage Dr.

**ACTION ITEMS**

1. Park and Recreation Advisory Commission Recommendation on City Code 10-5B-4; Dogs and Cats: Motion by Jones to sustain the recommendation of the Park and Recreation Advisory Commission. Seconded by Roussell. When asked to clarify the motion, Brumwell explained that it was to uphold and accept the Park and Recreation Advisory Commission's recommendation not to amend City Code Section 10-5B-4. City Council Members expressed their appreciation to the Commission for its work and acknowledged the significant public input received on the issue. They stated that maintaining the current code struck an appropriate balance between parks that allow pets and those that do not. Council Members recognized the concerns expressed by individuals who prefer not to have dogs in certain parks. While many Council Members noted they are dog owners themselves, they emphasized that the decision reflects the consideration of varying community needs, rather than a matter of choosing sides. They also acknowledged that, although Dubuque is the only major city in Iowa that does not allow pets in all parks, being an outlier in this case is acceptable. It was further suggested that the City could consider adding another dog park. Motion carried 7-0.

2. Resolutions of Support for Workforce Housing Tax Credit Applications for Housing Developments: Motion by Roussell to receive and file the documents and adopt Resolution No. 201-25 Supporting the submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program by 440 W. 3rd St, LLC and Resolution No. 202-25 Supporting the submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program By CCI5, LLC. Seconded by Wethal. In response to a question, Connors explained that the Iowa Economic Development Authority (IEDA) relies on local

municipalities to provide input on how each project aligns with the municipality's housing goals. To be considered a priority project, the City requires that proposals support between one to three City Council priorities. Motion carried 7-0.

**RESOLUTION NO. 201-25**
**SUPPORTING THE SUBMISSION OF AN IOWA ECONOMIC DEVELOPMENT AUTHORITY APPLICATION TO THE WORKFORCE HOUSING TAX CREDIT PROGRAM BY 440 W 3RD ST, LLC**

Whereas, 440 W 3rd St, LLC (Developer) owns the following described real property in the City of Dubuque, Iowa:

Lot 2 of City Lot 607 in the City of Dubuque, Iowa, according to the recorded plat thereof. (the Property); and

Whereas, Developer plans to rehabilitate the existing structure to construct six (6) new residential units on the Property (the Project) and invest approximately One Million Two Hundred Thousand Dollars ($1,200,000.00) in the Project; and

Whereas, the Project is located in the Greater Downtown Urban Renewal Area 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, the Project will support the City's efforts to create new housing opportunities for a growing workforce within the community; and

Whereas, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on May 18, 1967, and last amended on April 21, 2025, City has the authority to enter into contracts and agreements to implement the Urban Renewal Plan, as amended, including the issuance of Economic Development Grants and Urban Tax Increment Revenue Obligations; and

Whereas, Developer's application to the Workforce Housing Tax Credit Program, will provide necessary tax credits and other benefits which will directly contribute to the success of the Project; and

Whereas, the City Council finds that the application to the Workforce Housing Tax Credit Program by 440 W. 3rd St, LLC is in the best interests of the City of Dubuque and should be supported

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

Section 1. That the City Council of the City of Dubuque hereby supports the submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program by 440 W 3rd St, LLC for necessary tax credits and other benefits directly contributing to the success of the Project at 440 W 3rd Street, Dubuque, Iowa 52001.

Passed, approved and adopted this 2nd day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. 202-25**
**SUPPORTING THE SUBMISSION OF AN IOWA ECONOMIC DEVELOPMENT AUTHORITY APPLICATION TO THE WORKFORCE HOUSING TAX CREDIT PROGRAM BY CCI5, LLC**

Whereas, CCI5, LLC (Developer) owns the following described real property in the City of Dubuque, Iowa:

Lot 2 of 2 of Mineral Lot 230, Lot 1 of Lot 3 of Mineral Lot 232, and Lot 2 of Merfeld Acres, all in the City of Dubuque, Iowa and as shown on Exhibit A (the Plat) which is currently being replatted to be known as Lots 1, 2, and 3 of Cedar Ridge Commercial Park at 300-320 Cedar Cross Road, Dubuque, Iowa 52003 (the Property); and

Whereas, Developer proposes to construct sixty (60) multi-family residential units on the Property (the Project) and invest approximately Ten Million Five Hundred Thousand Dollars ($10,500,000.00) in the Project on Lot 1 of the Property; and

Whereas, the Project will support the City's efforts to create new housing opportunities for a growing workforce within the community; and

Whereas, Developer has committed a significant amount of private financing to the Project; and

Whereas, the City and Developer executed a Development Agreement on May 19, 2025, (the Agreement); and

Whereas, Developer's application to the Workforce Housing Tax Credit Program, will provide necessary tax credits and other benefits which will directly contribute to the success of the Project; and

Whereas, the City Council finds that the application to the Workforce Housing Tax Credit Program by CCI5, LLC is in the best interests of the City of Dubuque and should be supported.

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

Section 1. That the City Council of the City of Dubuque hereby supports the submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program by CCI5, LLC for necessary tax credits and other benefits directly contributing to the success of the Project.

Passed, approved and adopted this 2nd day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Pet Licensing System Selection: Motion by Farber to receive and file the documents and approve proceeding with contract discussions and contract execution with DocuPet for the Pet Licensing System. Seconded by Sprank. Public Health Director Mary Rose Corrigan explained that the new system features more advanced technology and is expected to cost approximately 62% less than the current software. Customers will be able to add pets instantly, and renewal reminders can be sent via email, with text reminders also in development. Pet licensing fees will remain unchanged. The improved user experience is intended to boost pet license registrations, which support animal control operations. Corrigan noted she was not aware of any Artificial Intelligence (AI) features in the platform, though it may be possible. What should increase efficiency is reducing the volume of phone calls from residents with questions about license payments and decreasing the number of late license renewals. Motion carried 7-0.

4. Old Mill Road Lift Station and Force Main Project - Phase II Award Construction Contract: Motion by Wethal to receive and file the documents and adopt Resolution No. 203-25 Awarding contract for the Old Mill Lift Station and Force Main Project - Phase II. Seconded by Jones. City Council Members commented that it was encouraging to see the City receive six bids for the project. Motion carried 6-0, with Jones absent from the dais at the time of the vote.

**RESOLUTION NO. 203-25**
**AWARDING CONTRACT FOR THE OLD MILL LIFT STATION AND FORCE MAIN PROJECT - PHASE II**

Whereas, pursuant to notice duly posted in the manner and form prescribed by resolution of the City Council of the City of Dubuque, Iowa, and as required by law, bids and proposals were received by this Council for the Old Mill Lift Station and Force Main Project - Phase II (the "Project"); and

Whereas, all of the said bids and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the contract for the Project.

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

Section 1. The bid for the Project submitted by the following contractor is fully responsive to the plans and specifications for the Project, is heretofore approved by the City Council, and is the lowest responsible bid received, such bid being as follows:

Name and Address of Contractor, Amount of Bid: Top Grade Excavating, Inc of Farley, Iowa - $11,779,540.65

Section 2. The contract for the Project is hereby awarded to such contractor at the total estimated cost set out above, the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each class of materials furnished, the said contract to be subject to the terms of the aforementioned resolution, the notice of hearing and letting, the plans and specifications and the terms of the bidder's written proposal.

Section 3. The Mayor and City Clerk are hereby authorized and ordered to enter into a written contract with said contractor for the Project, but only after the contractor submits the performance and/or payment bonds which are required by the contract documents, and after the Project Engineers submit a written determination that such surety bonds and the other contract documents are satisfactory. No additional City Council action shall be required to approve the executed contract or surety bonds.

Section 4. The amount of the contractor's performance and/or payment bonds is hereby fixed and determined to be 100% of the amount of the contract.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved June 2, 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Old Mill Road Lift Station Phase 3 Sanitary Interceptor Project (Catfish Creek Middle Fork); Consulting Engineering Services RFQ Authorization: Motion by Sprank to receive and file the documents and approve releasing a Request for Qualifications (RFQ) to hire a consultant to assist with the development of the Old Mill Road Lift Station Phase 3 Sanitary Interceptor Project (Catfish Creek Middle Fork). Seconded by Wethal. City Engineer Gus Psihoyos explained that although City staff are capable of completing the work, the goal is to accelerate the timeline. The City aims to begin construction on Phases 3 and 4 immediately following the completion of the lift station. Motion carried 7-0.

6. Old Mill Road Lift Station Phase 4 Sanitary Interceptor Project (Catfish Creek South Fork); Consulting Engineering Services RFQ Authorization: Motion by Jones to receive and file the documents and approve releasing a Request for Qualifications (RFQ) to hire a

consultant to assist with the development of the Old Mill Road Lift Station Phase 4 Sanitary Interceptor Project (Catfish Creek South Fork). Seconded by Wethal. Motion carried 7-0.

7. 2025 Iowa Law Enforcement Accreditation Program Award: Motion by Jones to receive and file the documents and hear the presentation. Seconded by Wethal. Chief of Police Jeremy Jensen gave a presentation on the 2025 Iowa Law Enforcement Accreditation Program Award. City Council Members congratulated the Police Department on the accreditation. Motion carried 7-0.

8. Mayor and City Council Compensation Task Force Recommendation: Motion by Jones to receive and file the documents and proceed with City Council discussion. Seconded by Wethal. City Council Members agreed that the Mayor's salary should remain higher than that of City Council Members. City Council Members supported City staff's recommendation to convene future task forces one year earlier, while maintaining the requirement that any changes take effect at the beginning of the terms following an election, in accordance with Iowa Code. This adjustment would allow future recommendations to be incorporated into the annual budget process. They discussed the importance of offering future task force members clearer guidance and sharing information that helps them better understand the roles and responsibilities of the Mayor and City Council. It was recommended that this topic be addressed in a future governance session to gain insight into how other City Councils manage compensation. Although some Council Members expressed interest in setting the Mayor's salary higher than the amount recommended by the task force, they ultimately agreed to support the task force's recommendation. Motion amended by Jones to adopt the Task Force's recommendation of a 6.3% increase in compensation, which would set the annual salary at $15,732 for the Mayor and $11,799 for City Council members, effective January 1, 2026. Seconded by Wethal. Motion carried 7-0.

## COUNCIL MEMBER REPORTS

Jones reported on recently welcoming participants back from the honor flight, engaging in a preliminary discussion with the City's consultant in advance of goal setting. Jones also shared that he attended Dubuque Metropolitan Area Solid Waste Agency (DMASWA) and Dubuque Racing Association (DRA) board meetings and an open house hosted by Hills and Dales.

Roussell also reported on meeting with the consultant in advance of goal setting, as well as the Dubuque Area Congregations United event on food security issues. Additionally, Roussell mentioned attending Dubuque Main Street Board and Executive Committee meetings and shared that Dubuque Main Street's Dubuque and All that Jazz event is this upcoming Friday.

Sprank also reported on meeting with the consultant in advance of goal setting and attending the DRA board meeting. Additionally, Sprank mentioned his upcoming attendance at two neighborhood association meetings and Fly by Night's upcoming performances of "The Glass Menagerie".

Farber reported on the Dubuque Museum of Art's (DUMA) upcoming closing celebration before its temporary relocation to the Dupaco Voices Building, that her food truck will be serving at Dubuque and All that Jazz, and her work with the National League of Cities (NLC) on a technology presentation that she will deliver at an upcoming Amazon Conference in Washington, D.C.

Wethal also reported on meeting with the consultant ahead of the upcoming goal setting sessions and noted that many residents have been reaching out to share input on priorities. She also attended the Dubuque Area Congregations United event, participated in a Dubuque County Early Childhood Board meeting, and extended congratulations to the area's high school graduates.

Resnick reported that his recent international travel highlighted the importance of wayfinding and prompted reflections on how navigating Dubuque can be confusing for many people.

Cavanagh reported on representing the Iowa League of Cities (ILC) in Washington, D.C., where presidents of various city leagues met with federal agencies. He also reported on the Marshallese Independence Day celebration, the Bluff Strokes ribbon cutting, and his remarks at the send-off for members of the Alpha Company National Guard Unit.

## CLOSED SESSION

Motion by Jones to convene in closed session at 9:41 p.m. to discuss Confidential Records, Pending Litigation, and Purchase or Sale of Real Estate – Chapter 21.5(1)(a),(c),(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 10:19 p.m. stating that staff had been given proper direction.

**ADJOURNMENT**

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:19 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS REGULAR SESSION OFFICIAL

The Dubuque City Council met in regular session at 6:30 p.m. on June 16, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Absent: Council Member Jones.

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

**PLEDGE OF ALLEGIANCE**

**PROCLAMATIONS**

1. Stonehill Communities Longest Day (June 20, 2025) was accepted by Halle Nichols on behalf of Stonehill Communities.

**CONSENT ITEMS**

Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated. Seconded by Wethal. Motion carried 6-0.

1. Minutes and Reports Submitted: City Council Proceedings of June 2, 2025; Arts and Cultural Affairs Advisory Commission of April 22, 2025; Arts and Cultural Affairs Advisory Commission – Art on the River Committee of May 15 and June 12, 2025; Community Development Advisory Commission of April 16, 2025; Zoning Advisory Commission of May 7, 2025; Proof of Publication for City Council Proceedings of May 19, 2025. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Theresa White for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities

Assurance Pool: Brandon and Jessica Rethwisch for property damage; Theresa White for vehicle damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 204-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 204-25**
**AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

Whereas, Section 1-7-7(E) of the Municipal Code of the City of Dubuque provides that the Finance Director-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 142-18 adopted May 7, 2018, 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.

Passed, approved, and adopted this 16th day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Resolution Approving Fund Transfers for Capital Projects and Other Expense Reimbursements in Fiscal Year 2025 – Period 12: Upon motion the documents were received and filed, and Resolution No. 205-25 Authorizing the Chief Financial Officer to Make the Appropriate Interfund Transfers of Sums and Record the Same in the Appropriate Manner for the FY 2025 for the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 205-25**
**AUTHORIZING THE CHIEF FINANCIAL OFFICER TO MAKE THE APPROPRIATE INTERFUND TRANSFERS OF SUMS AND RECORD THE SAME IN THE APPROPRIATE MANNER FOR THE FY 2025 FOR THE CITY OF DUBUQUE, IOWA**

Whereas, Iowa Administrative Rules Code Section 545-2.5(5) implements Iowa Code Section 384.18 and provides that the City Council shall approve all transfers of moneys from one budgeted fund to another budgeted fund as provided in Iowa Administrative Rules Code Section 545-2.5(5).

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

Section 1. Authorize the Chief Financial Officer to Transfer Funds. That the Chief Financial Officer be and is hereby authorized by the City Council to make the appropriate interfund transfer of sums and record the same in the appropriate manner for FY 2025.

Section 2. Transfer of Funds. That the Chief Financial Officer will transfer the following sums and to record the same in the appropriate manner:

1. Transfer from General Fund to the Section 8 Fund $152,744.00 for the deficit related to HUD administrative funding.
2. Transfer from General Fund to Transit Fund $2,096,192.00 for the Transit Levy and reimbursement of the downtown shuttle.
3. Transfer from the Tort Liability Fund to the General Fund $1,462,081.00 for the cost of liability insurance.
4. Transfer from the Trust & Agency Fund to the General Fund $2,102,465.00 for the cost of employee benefits.
5. Transfer from the Dubuque Industrial Center Tax Increment Financing Fund to the General Fund $329,150.00 for the reimbursement of Tax Increment Financing eligible expenses.

6. Transfer from the Greater Downtown Tax Increment Financing Fund to the General Fund $168,504.00 for the reimbursement of Tax Increment Financing eligible expenses.
7. Transfer from Dubuque Industrial Center TIF fund to the General Construction Fund $976,480.00 for Tax Increment financing eligible construction projects.
8. Transfer from Greater Downtown TIF Fund to Parking Operations Fund $2,615,030.00 for debt service on downtown ramps.
9. Transfer from Greater Downtown TIF Fund to Housing Trust Fund $62,583.00 for reimbursement of Tax Increment Financing eligible construction projects.
10. Transfer from Sanitary Sewer Operating Fund to General Fund $2,258,392.00 for recharge of administrative overhead.
11. Transfer from Sanitary Sewer Operating Fund to Sanitary Sewer Capital Fund $1,600,000.00 for capital construction.
12. Transfer from Stormwater Operating Fund to General Fund $1,982,609.00 for recharge of administrative overhead.
13. Transfer from Stormwater Operating Fund to Stormwater Construction Fund $3,971,071.00 for capital construction.
14. Transfer from Parking Operating Fund to General Fund $348,163.00 for recharge of administrative overhead.
15. Transfer from Water Operating Fund to General Fund $2,148,495.00 for recharge of administrative overhead.
16. Transfer from Water Operating Fund to Water Construction Fund $4,013,161.00 for capital construction.
17. Transfer from Refuse Operating Fund to General Fund $1,670,833.00 for recharge of administrative overhead.
18. Transfer from Refuse Operating Fund to Refuse Construction Fund $600,000.00 for capital construction.
19. Transfer from Landfill Fund to General Fund $596,912.00 for recharge of administrative overhead.
20. Transfer from General Fund to the Debt Service Fund $133,213.00 for annual debt service payments.
21. Transfer from Dubuque Industrial Center Tax Increment Financing Fund to the Debt Service Fund $1,083,345.00 for annual debt service payments.
22. Transfer from Greater Downtown Tax Increment Financing Fund to the Debt Service Fund $2,028,325.00 for annual debt service payments.
23. Transfer from Road Use Tax Special Revenue Fund to the Debt Service Fund $67,032.00 for annual debt service payments.
24. Transfer from Street Construction Fund to the Debt Service Fund $231,809.00 for annual debt service payments.
25. Transfer from Sales Tax Increment Special Revenue Fund to the Debt Service Fund $5,645,274.00 for annual debt service payments.
26. Transfer from Sales Tax Construction Fund to the Debt Service Fund $1,272,996 for annual debt service payments.
27. Transfer from Passenger Facility Fund to the Debt Service Fund $181,366.00 for annual debt service payments.
28. Transfer from General Fund to the Stormwater Operating Fund $519,584.00. for stormwater subsidies related to tax exempt entities, farms, and half rate for income qualified.
29. Transfer from the General Fund to the Refuse Fund $45,000.00 for reimbursement of 50% rate reduction.
30. Transfer from the General Fund to the Sanitary Sewer Operating Fund 31. $32,000.00 for reimbursement of 50% rate reduction.
31. Transfer from the General Fund to the Water Operating Fund $24,593.00 for reimbursement of 50% rate reduction.
32. Transfer from the Greater Downtown Tax Increment Financing Fund to the Transit Enterprise Fund $276,900.00 for the reimbursement of Tax Increment Financing eligible debt service expenses.
33. Transfer from the Sales Tax Special Revenue Fund to the Transit Enterprise Fund $68,300.00 for the reimbursement of debt service expenses.
34. Transfer from the Greater Downtown Tax Increment Financing Fund to the Downtown Loan Pool Fund $500,000.00 for the reimbursement of Tax Increment Financing eligible expenses.
35. Transfer from the North Cascade TIF Fund to the General Fund $118,734.00 for the reimbursement of Tax Increment Financing eligible expenses.
36. Transfer from Stormwater Capital Fund to General Fund $15,174.00 for capital construction.
37. Transfer from Sales Tax Construction Fund to DRA Gaming Fund $17,027.00 for capital construction.
38. Transfer from Stormwater Capital Fund to Sanitary Sewer Construction Fund $230,000.00 for capital construction.
39. Transfer from Road Use Tax Fund to Street Construction Fund $358,787.00 for capital construction.
40. Transfer from DRA Distribution Fund to General Fund $23,898.00 for capital construction.

41. Transfer from Street Construction Fund to General Fund $45,374.00 for capital construction.
42. Transfer from the Special Assessments Special Revenue Fund to the General Fund $9,200.00 to reimburse previously assessed sidewalk improvements.
43. Transfer from Special Assessments Special Revenue Fund to the Street Construction Fund $30,000.00 to reimburse previously assessed street improvements.
44. Transfer from Special Assessments Special Revenue Fund to the Road Use Tax Fund $4,000.00 to reimburse previously assessed street improvements.
45. Transfer from the Special Assessments Special Revenue Fund to the Sales Tax Increment Fund $45,000.00 to reimburse previously assessed street improvements.
46. Transfer from Special Assessments Special Revenue Fund to the Sanitary Sewer Capital Enterprise Fund $2,000.00 to reimburse previously assessed water improvements.
47. Transfer from Special Assessments Special Revenue Fund to the Stormwater Capital Enterprise Fund $1,000.00 to reimburse previously assessed stormwater improvements.
48. Transfer from Sales Tax Construction Fund to General Fund $77,135.00 for capital construction.
49. Transfer from General Fund to DRA Gaming Fund $538.00 for capital construction.
50. Transfer from the Greater Downtown Tax Increment Financing Fund to the DRA Gaming Fund $3,134.00 for the reimbursement of Tax Increment Financing eligible expenses.
51. Transfer from Sales Tax Construction Fund to DRA Gaming Fund $72,283.00 for capital construction.
52. Transfer from General Fund to DRA Distribution Fund $549,714.00 for capital construction.
53. Transfer from Street Construction Fund to DRA Distribution Fund $186,845.00 for capital construction.
54. Transfer from Sales Tax Construction Fund to DRA Distribution Fund $224,508.00 for capital construction.
55. Transfer from Street Construction Fund to Road Use Tax Fund $40,668.00 for capital construction.
56. Transfer from Dubuque Industrial Center TIF fund to the Street Construction Fund $300,000.00 for Tax Increment financing eligible construction projects.
57. Transfer from General Construction Fund to Street Construction Fund $25,120.00 for capital construction.
58. Transfer from General Fund to Sales Tax Construction Fund $640,616.00 for capital construction.
59. Transfer from DRA Distribution Fund to Street Construction Fund $103,586.00 for capital construction.
60. Transfer from the Greater Downtown Tax Increment Financing Fund to the Sales Tax Construction Fund $15.00 for the reimbursement of Tax Increment Financing eligible expenses.
61. Transfer from Street Construction Fund to Sales Tax Construction Fund $1,901,723.00 for capital construction.
62. Transfer from General Construction Fund to Sales Tax Construction Fund $22,307.00 for capital construction.
63. Transfer from General Fund to General Construction Fund $111,284.00 for capital construction.
64. Transfer from the Greater Downtown Tax Increment Financing Fund to the General Construction Fund $13,382,698.00 for the reimbursement of Tax Increment Financing eligible expenses.
65. Transfer from the North Cascade Housing Tax Increment Financing Fund to the General Construction Fund $561,239.00 for the reimbursement of Tax Increment Financing eligible expenses.
66. Transfer from the English Ridge Housing Tax Increment Financing Fund to the General Construction Fund $319,117.00 for the reimbursement of Tax Increment Financing eligible expenses.
67. Transfer from the South Pointe Housing Tax Increment Financing Fund to the General Construction Fund $60,173.00 for the reimbursement of Tax Increment Financing eligible expenses.
68. Transfer from the Rustic Point Housing Tax Increment Financing Fund to the General Construction Fund $256,076.00 for the reimbursement of Tax Increment Financing eligible expenses.
69. Transfer from Special Assessments Special Revenue Fund to the General Construction Fund $30,000.00 to reimburse previously assessed street improvements.
70. Transfer from General Fund to Airport Construction Fund $895,432.00 for capital construction.
71. Transfer from DRA Distribution Fund to Airport Construction Fund $26,455.00 for capital construction.
72. Transfer from Customer Facility Charge Fund to Airport Construction

Fund $150,000.00 for capital construction.

73. Transfer from Sales Tax Construction Fund to Airport Construction Fund $232,250.00 for capital construction.

74. Transfer from General Fund to Passenger Facility Charge Fund $212,678.00 for debt service.

75. Transfer from General Fund to Water Construction Fund $228,220.00 for capital construction related to ARPA.

76. Transfer from DRA Distribution Fund to Water Construction Fund $10,000.00 for capital construction.

77. Transfer from General Construction Fund to Parking Construction Fund $64,211.00 for capital construction.

78. Transfer from Sales Tax Construction Fund to Refuse Construction Fund $50,731.00 for capital construction.

79. Transfer from DRA Distribution Fund to Transit Construction Fund $384,790.00 for capital construction.

80. Transfer from Sales Tax Construction Fund to Transit Construction Fund $662.00 for capital construction.

Passed, approved and adopted this 16th day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

6. Dubuque Golf & Country Club July 4th Fireworks Permit: City Manager recommended City Council approval to issue a Fireworks Permit to Lance Marting with the Dubuque Golf & Country Club for a fireworks display at 1800 Randall Place on July 4, 2025, at approximately 9:30 p.m. with a rain date of July 5, 2025, same time. Correspondence was enclosed from Lance Marting, General Manager/CEO of Dubuque Golf and Country Club, requesting approval for the country club to conduct the fireworks display. Upon motion the documents were received, filed, and approved.

7. Final Plat of Summers Place: Upon motion the documents were received and filed, and Resolution No. 206-25 Approving the Final Plat of 65 Meadow Lane Summers Place, in the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 206-25**
**APPROVING THE FINAL PLAT OF 65 MEADOW LANE SUMMERS PLACE, IN THE CITY OF DUBUQUE, IOWA**

Whereas, there has been filed with the City Clerk a Final Plat of 65 Meadow Lane Summers Place in the City of Dubuque, Iowa; and

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

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

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

Section 1. That the Final Plat of 65 Meadow Lane, in the City of Dubuque, Iowa is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa upon said Final Plat.

Passed, approved and adopted this 16th day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

8. Locust Street Ramp Repairs Project - Acceptance of Public Improvement Construction Contract: Upon motion the documents were received and filed, and Resolution No. 207-25 Accepting the Locust Street Ramp Repairs Project and Authorizing the Payment to the Contractor was adopted.

**RESOLUTION NO. 207-25**
**ACCEPTING THE LOCUST STREET RAMP REPAIRS PROJECT AND AUTHORIZING THE PAYMENT TO THE CONTRACTOR**

Whereas, the public improvement contract for the Locust Street Ramp Repairs Project, (the Project) has been completed by the Contractor, Ostrom Painting and Sandblasting, Inc. (Contractor), the City Engineer has examined the work and recommends that the Project be accepted; and

Whereas, the final contract amount for the Project is $344,744.40; and

Whereas, the Contractor has previously been paid $305,847.94, leaving a balance of $38,896.64; 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 Finance Director is hereby directed to pay to the Contractor the balance of the retainage of $38,896.64 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved and adopted this 16th day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

9. Fire Station 6 Roof Replacement Project - Award Recording Memo: Upon motion the documents were received and filed, and Resolution No. 208-25 Awarding Public Improvement Contract for the Fire Station 6 Roof Replacement Project was adopted.

**RESOLUTION NO. 208-25**
**AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE FIRE STATION 6 ROOF REPLACEMENT PROJECT**

Whereas, sealed informal bid proposals have been submitted by contractors for the Fire Station 6 Roof Replacement Project, (the Project); and

Whereas, said sealed informal bid proposals were opened and read on the 5th day of June 2025, and it has been determined that Jim Giese Commercial Roofing of Dubuque, IA submitted the low bid in the amount of $81,180.00 and is the lowest responsive, responsible bidder for the Project.

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

Section 1. That a Public Improvement Construction Contract for the Project is hereby awarded to Jim Giese Commercial Roofing and the City Manager is hereby directed to execute said Contract on behalf of the City of Dubuque for the Project.

Passed, adopted, and approved this 16th day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

10. East 24th Street Site Contaminated Soil Removal Project (Comiskey Park Property) - USEPA Brownfields Multipurpose Grant: Acceptance of Public Improvement Construction Contract: Upon motion the documents were received and filed, and Resolution No. 209-25 Accepting the East 24th Street Site Contaminated Soil Removal Project and Authorizing Final Payment to the Contractor was adopted.

**RESOLUTION NO. 209-25**
**ACCEPTING THE EAST 24TH STREET SITE CONTAMINATED SOIL REMOVAL PROJECT AND AUTHORIZING FINAL PAYMENT TO THE CONTRACTOR**

Whereas, the public improvement contract for the East 24th Street Site Contaminated Soil Removal Project, (the Project) has been completed by the Contractor, Top Grade Excavating, Inc. of Farley, Iowa (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 $69,610.50; and

Whereas, the Contractor has previously been paid $58,675.71, leaving a credit refund balance of $10,934.79; 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 Finance Director is hereby directed to pay the Contractor for the balance of the retainage of $10,934.79 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved and adopted this 16th day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

11. 2025 Pavement Marking Project - Award Public Improvement Contract: Upon motion the documents were received and filed, and Resolution No. 210-25 Awarding Public Improvement Contract for the 2025 Pavement Marking Project was adopted.

**RESOLUTION NO. 210-25**
**AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE 2025 PAVEMENT MARKING PROJECT**

Whereas, sealed proposals have been submitted by contractor(s) for the 2025 Pavement Marking Project, (the Project) pursuant to Resolution No. 196-25 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 23rd day of May 2025; and

Whereas, said sealed proposals were opened and read on the 5th day of June 2025 and it has been determined that Ostrom Painting & Sandblasting, Inc. of Rock Island, IL submitted low bid in the amount of $200,347.77, and is the lowest responsive, responsible bidder for the Project.

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

Section 1. That a Public Improvement Contract for the Project is hereby awarded to Ostrom Painting & Sandblasting, Inc. and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, adopted and approved this 16th day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

12. Resolutions of Support for Iowa State Historic Preservation Tax Credit Part 2B Applications: Upon motion the documents were received and filed, and Resolution No. 211-25 In Support of Iowa State Historic Preservation Tax Credit Part 2B Application Submitted to The Iowa Economic Development Authority by 799 Main, LLC for a Historic Rehabilitation project at 799 Main Street; Resolution No. 212-25 In Support of Iowa State Historic Preservation Tax Credit Part 2B Application Submitted to The Iowa Economic Development Authority by Rider Lacey Block, LLC for a Historic Rehabilitation Project at 1706 Central Avenue; and Resolution No. 213-25 In Support of Iowa State Historic Preservation Tax Credit Part 2B Application Submitted to the Iowa Economic Development Authority by Henry Stout, LLLP for a Historic Rehabilitation Project at 125 W. 9th Street were adopted.

**RESOLUTION NO. 211-25**
**IN SUPPORT OF IOWA STATE HISTORIC PRESERVATION TAX CREDIT PART 2B APPLICATION SUBMITTED TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY BY 799 MAIN, LLC FOR A HISTORIC REHABILITATION PROJECT AT 799 MAIN STREET**

Whereas, the Historic Preservation Tax Credit Part 2B application is a competitive application that gives points for various aspects, including local government support of a project in the jurisdiction of which a project is located; and

Whereas, 799 Main, LLC has requested City of Dubuque City Council support for its Historic Preservation Tax Credit Part 2B application to the Iowa Economic Development Authority ("IEDA") for the rehabilitation of its historic building (the "Building") located at 799 Main Street, Dubuque, Iowa (the "Project"); and

Whereas, the Building is a contributing building in the Downtown Neighborhood Conservation District and is eligible for State Historic Preservation Tax Credits for the rehabilitation of the Building; and

Whereas, the successful completion of the Project requires funding from a number of sources, including the State of Iowa Historic Preservation Tax Credit; and

Whereas, City support will help the Project to score higher on its application and increase the likelihood that the Part 2B application results in an award of Historic Preservation Tax Credits for the Project.

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

Section 1. The City Council of the City of Dubuque does hereby express its support for the Project and for 799 Main, LLC to submit its Historic Preservation Part 2B application to the IEDA seeking an award of Historic Preservation Tax Credits for the Project.

Section 2. The City's Office of Economic Development is directed to transmit a copy of this resolution to 799 Main, LLC.

Passed, approved, and adopted this 16th day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. 212-25**
**IN SUPPORT OF IOWA STATE HISTORIC PRESERVATION TAX CREDIT PART 2B APPLICATION SUBMITTED TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY BY RIDER LACEY BLOCK, LLC FOR A HISTORIC REHABILITATION PROJECT AT 1706 CENTRAL AVENUE**

Whereas, the Historic Preservation Tax Credit Part 2B application is a competitive application that gives points for various aspects, including local government support of a project in the jurisdiction of which a project is located; and

Whereas, Rider Lacey Block, LLC has requested City of Dubuque City Council support for its Historic Preservation Tax Credit Part 2B application to the Iowa Economic Development Authority ("IEDA") for the rehabilitation of its historic building (the "Building") located at 1706 Central Avenue, Dubuque, Iowa (the "Project"); and

Whereas, the Building is a contributing building in the Washington Street Neighborhood Conservation District and is eligible for State Historic Preservation Tax Credits for the rehabilitation of the Building; and

Whereas, the successful completion of the Project requires funding from a number of sources, including the State of Iowa Historic Preservation Tax Credit; and

Whereas, City support will help the Project to score higher on its application and increase the likelihood that the Part 2B application results in an award of Historic Preservation Tax Credits for the Project.

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

Section 1. The City Council of the City of Dubuque does hereby express its support for the Project and for Rider Lacey Block, LLC to submit its Historic Preservation Part 2B application to the IEDA seeking an award of Historic Preservation Tax Credits for the Project.

Section 2. The City's Office of Economic Development is directed to transmit a copy of this resolution to Rider Lacey Block, LLC.

Passed, approved, and adopted this 16th day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. 213-25**
**IN SUPPORT OF IOWA STATE HISTORIC PRESERVATION TAX CREDIT PART 2B APPLICATION SUBMITTED TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY BY HENRY STOUT, LLLP FOR A HISTORIC REHABILITATION PROJECT AT 125 W 9th STREET**

Whereas, the Historic Preservation Tax Credit Part 2B application is a competitive application that gives points for various aspects, including local government support of a project in the jurisdiction of which a project is located; and

Whereas, Henry Stout, LLLP has requested City of Dubuque City Council support for its Historic Preservation Tax Credit Part 2B application to the Iowa Economic Development Authority ("IEDA") for the rehabilitation of its historic building (the "Building") located at 125 W. 9th Street, Dubuque, Iowa (the "Project"); and

Whereas, the Building is a contributing building in the Downtown Neighborhood Conservation District and is eligible for State Historic Preservation Tax Credits for the rehabilitation of the Building; and

Whereas, the successful completion of the Project requires funding from a number of sources, including the State of Iowa Historic Preservation Tax Credit; and

Whereas, City support will help the Project to score higher on its application and increase the likelihood that the Part 2B application results in an award of Historic Preservation Tax Credits for the Project.

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

Section 1. The City Council of the City of Dubuque does hereby express its support for the Project and for Henry Stout, LLLP to submit its Historic Preservation Part 2B application to the IEDA seeking an award of Historic Preservation Tax Credits for the Project.

Section 2. The City's Office of Economic Development is directed to transmit a copy of this resolution to Henry Stout, LLLP.

Passed, approved, and adopted this 16th day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

13. 20th Century Neighborhood Intensive Historic and Architectural Surveys for the Deereville and Voelker Highlands Neighborhoods: Historic Preservation Commission provided information on the 20th Century Neighborhood Intensive Historic and Architectural Surveys performed by Heritage Works for the Deereville and Voelker Highlands neighborhoods. Upon motion the documents were received and filed.

14. Tow Contract Award FY2026-FY2028: City Manager recommended City Council approval of the FY 2026-FY2028 City of Dubuque Tow Contract being awarded to Wenzel Towing, 3197 Hughes Ct., Dubuque, Iowa, as recommended by the City of Dubuque Tow Contract Awards Committee. Upon motion the documents were received, filed, and approved.

15. Signed Contract(s): McDermott Excavating for the Creek Crossing Restoration - Radford Road; Westphal & Company, Inc. for the Water Utility SCADA Upgrade Change Order No. 1. Upon motion the documents were received and filed.

16. Temporary Agreement between the City of Dubuque and ITC Midwest, LLC to Operate an Electric Transmission System in the City of Dubuque: Upon motion the documents were received and filed, and Resolution No. 214-25 Approving an Agreement between the City of Dubuque and ITC Midwest, LLC to Operate an Electric Transmission System in the City of Dubuque was adopted.

**RESOLUTION NO. 214-25**
**APPROVING AN AGREEMENT BETWEEN THE CITY OF DUBUQUE AND ITC MIDWEST, LLC TO OPERATE AN ELECTRIC TRANSMISSION SYSTEM IN THE CITY OF DUBUQUE**

Whereas, the City of Dubuque, Iowa (City) and ITC Midwest, LLC (ITC Midwest) have tentatively entered into an Agreement for the operation of an electric transmission system in the City of Dubuque until such time as City and ITC Midwest finalize a franchise agreement to operate the system; and

Whereas, the City Council finds that it is in the best interests of the City of Dubuque to approve the Agreement.

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

Section 1. The attached Agreement is hereby approved.

Section 2. The City Manager is authorized and directed to sign the Agreement on behalf of the City of Dubuque.

Passed, approved and adopted this 16th day of June 2025

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

17. Schmitt Island Management Agreement First Amendment between the City of Dubuque, Iowa and the Schmitt Island Development Corporation Approval: Upon motion the documents were received and filed, and Resolution No. 216-25 Approving the Schmitt Island Management Agreement First

Amendment between the City of Dubuque and the Schmitt Island Development Corporation was adopted.

**RESOLUTION NO. 216-25**
**APPROVING THE SCHMITT ISLAND MANAGEMENT AGREEMENT FIRST AMENDMENT BETWEEN THE CITY OF DUBUQUE AND THE SCHMITT ISLAND DEVELOPMENT CORPORATION**

Whereas, the City is the owner of the real property and other assets situated on Chaplain Schmitt Island located in the City of Dubuque, Iowa; and

Whereas, the financial and operational success and maintenance of such property and assets is of the highest importance to the City of Dubuque; and

Whereas, Schmitt Island Development Corporation is a nonprofit corporation that has been providing management, development and sponsorship of assets, projects and activities and services for the general betterment of Schmitt Island and the implementation of the Chaplain Schmitt Island Master Plan and Schmitt Island Development Plan adopted by the City Council of Dubuque, Iowa; and

Whereas, the City and Schmitt Island Development Corporation desire to amend such engagement on the terms and conditions agreed.

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

1. The City of Dubuque hereby consents to the Schmitt Island Management Agreement First Amendment between the City and the Schmitt Island Development Corporation, which is attached hereto.

2. The City Manager is authorized and directed to execute the Schmitt Island Management Agreement First Amendment on behalf of the City of Dubuque.

Passed, approved, and adopted this 16th day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

18. Civil Service Certified List - Police Officer: Civil Service Commission submitted the certified list for the position of Police Officer. Upon motion the documents were received, filed, and made a Matter of Record.

June 11, 2025

Honorable Mayor and
Members of the City Council

In accordance with Chapter 400 of the Code of Iowa, a written examination for the position of Police Officer was administered on May 31, 2025. We, The Civil Service Commission, hereby certify that the individuals listed below have passed this written examination or are using a valid transfer score and any vacancies for the position of Police Officer should be filled from this list and that this list is good through March 12, 2026.

**Police Officer**

1. Wyatt Sharkey, 2. Stephanie Sanders, 3. Carlo Dannenfelser, 4. Nabih Maady, 5. Tyler McDonald, 6. Jensen Block, 7. Cody Stinson, 8. Steven Jonas – Transfer Score, 9. Brody Kremer – Transfer Score, 10. Lou Martinez, 11. Yesscenia Cueller VanNatta

Respectfully Submitted
Civil Service Commissioner

19. Retail Alcohol License Refund - Hy-Vee Market Cafe #3: Upon motion the documents were received, filed, and approved.

20. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 217-25 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

**RESOLUTION NO. 217-25**
**APPROVING APPLICATIONS FOR RETAIL ALCOHOL LICENSES, AS REQUIRED BY CITY OF DUBUQUE CODE OF ORDINANCES TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 2 LIQUOR CONTROL, ARTICLE B LIQUOR, BEER AND WINE LICENSES AND PERMITS**

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
Guru Kirpa, 2100 John F. Kennedy Rd.
Renewals
1st & Main, 101 - 123 Main St.

7 Hills Brewing Co, LLC, 1085 Washington St. and 1098 Jackson St.
Adobo's Mexican Grill, 756 Main St.
American Legion Post 6, 1306 Delhi St.
Auto Workers AFL-CIO, 3450 Central Ave.
Diamond Jo Casino, 301 Bell St.
E.J.'S Wine Shop, 955 Washington St., Suite 105A
Fischer Lanes, 880 Locust St.
Five Flags Center, 405 Main St.
House of China Co, 170 John F Kennedy Rd.
Jubeck New World Brewing, 115 West 11th St.
Kwik Star 236, 2035 John F Kennedy Rd.
Kwik Star 495, 2685 Dodge St.
Oolong Asia Cuisine, 145 West 11th St.
Paul's Tavern, 176 Locust St.
Smokestack Industries, 62 East 7th St.
The Grand Opera House, 135 West 8th St.
Special Event(s) per Special Event Application Submittal
Parker's Pit Stop - 6-20-25 to 6-24-25, parking lot off East 3rd St. and Bell St.

Passed, approved, and adopted this 16th day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

21. Approval of Retail or Device Tobacco, Alternative Nicotine, and Vapor Product Permit Applications: Upon motion the documents were received and filed, and Resolution No. 218-25 Approving Applications for Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permits, as Required by Iowa Code 453A.47A and 453E.3 was adopted.

**RESOLUTION NO. 218-25**
**APPROVING APPLICATIONS FOR TOBACCO RETAIL, TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, VAPOR PRODUCT S OR DEVICE S, AS REQUIRED BY IOWA CODE 453A.47A AND 453E.3**

Whereas, applications for Tobacco/Tobacco Products/Alternative Nicotine Products/Vapor Product s or Device retail s have been submitted and filed with the City Clerk; and

Whereas, the applicants have filed the proper application and fees as required by the Iowa Department of Revenue; and

Whereas, applications are presented to City Council for approval.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued the following named applicants and locations for a Cigarette/Device/Tobacco/Nicotine/Vapor product or retail device effective July 1, 2025, to June 30, 2026.

Business Name, Business Address, Permit Type
Greenleaf Tobacco & Vape, 1620 John F Kennedy Rd, Device Retailer
Great Vape LLC The, 3250 Central Ave, Device Retailer
Moondog Music, 806 Wacker Dr Ste 120, Device Retailer
Pink Clouds Smoke Shop, 3301 Pennsylvania Ave, Device Retailer
BSj 786 LLC, 1248 Iowa St, Retail Tobacco
Central Grocery and Beauty, 1572 Central Ave., Retail Tobacco
Dolphs Bar, 333 East 10th St., Retail Tobacco
First Reserve, 210 W 1st St, Retail Tobacco
Greenleaf Tobacco & Vape, 1620 John F Kennedy Rd, Retail Tobacco
Moondog Music, 806 Wacker Dr Ste 120, Retail Tobacco

Passed, approved, and adopted this 16th day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**ITEMS SET FOR PUBLIC HEARING**

Motion by Wethal to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Sprank. Motion carried 6-0.

1. Setting a Public Hearing - Petition to Vacate Certain Street and Alley Right of Way Easements in Julien Addition, in the City of Dubuque, Iowa for Vacating Petition from Elaine Reiss and Doug Blong: Upon motion the documents were received and filed and Resolution No. 219-25 Resolution of Intent to Vacate and Dispose of City Interest in Certain Street and Alley Easements in Julien Addition, City of Dubuque, Iowa was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on July 7, 2025 in the Historic Federal Building.

**RESOLUTION NO. 219-25**
**INTENT TO VACATE AND DISPOSE OF CITY INTEREST IN CERTAIN STREET AND ALLEY EASEMENTS IN JULIEN ADDITION, CITY OF DUBUQUE, IOWA**

Whereas, in circa 1865 the Final Plat of Julien Addition in the City of Dubuque, Iowa, was recorded in page Q-76 of Deeds in the Dubuque County Recorder’s Office; and

Whereas, upon said plat the owners dedicated the streets and alley right of ways as shown on said plat to the public. Said plat grants to the public easements for street purposes only and specifies that the fee ownership of the lands under the streets belongs to the adjacent lot owners; and

Whereas, Elaine Reiss and Doug Blong (Reiss and Blong) are the owners of the following real estate in the Julien Addition in the City of Dubuque, Iowa:

Lot 1 Reiss-Blong Place; Lots 173 Thru 178, Lots 191 Thru 198, 209 Thru 216, Lots 201, 202, 205 & 206 All in Julien Addition; And

Lot 1 Petrick Place; Lots 127 Thru 130, Lots 145 Thru 154, Lots 159 Thru 168 & Lots 179 Thru 182 All in Julien Addition and;

Whereas, Reiss and Blong have petitioned the City to vacate and dispose of its interest in said street and alley right of way easements adjacent to their property described above as shown on the attached Exhibit A and as more particularly described in the attached Exhibit B.

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

Section 1. That the City of Dubuque intends to vacate and dispose of its interest in the street and alley right of way easements as shown on the attached Exhibit A and as described in the attached Exhibit B in Julien Addition in the City of Dubuque, Iowa.

Section 2. That a public hearing on the intent to vacate and dispose of all City interest in the street and alley right of way easements as shown on the attached Exhibit A and as described in the attached Exhibit B in Julien Addition in the City of Dubuque, Iowa, is hereby set for the 7th day of July, 2025, 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 June 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

2. Rebid 2025 Repair and Maintenance of the Iowa Street Parking Garage - Initiate Public Bidding Process and Setting Date for a Public Hearing: Upon motion the documents were received and filed and Resolution No. 220-25 2025 Repair and Maintenance of the Iowa Street Parking Garage: Preliminary Approval of Plans, Specifications, Form of Contract, and Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost; and Ordering the Advertisement for Bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on July 7, 2025 in the Historic Federal Building.

**RESOLUTION NO. 220-25**

**2025 REPAIR AND MAINTENANCE OF THE IOWA STREET PARKING GARAGE - 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**

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 2025 Repair and Maintenance of the Iowa Street Parking Garage in the estimated base bid amount of $4,450,000, 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 7th day of July, 2025, at 6:30 p.m. in the Historic Federal Building Council Chambers, 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the attached notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

The 2025 Repair and Maintenance of the Iowa Street Parking Garage 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 11th day of July 2025. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 21st day of July 2025, in the Historic Federal Building Council Chambers 350 West 6th Street, Dubuque, Iowa.

Passed, adopted and approved this the 16th day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Water System Improvements 2024 North English Road Water Main Extension project - Initiate Public Bidding and Set the Public Hearing Date: Upon motion the documents were received and filed and Resolution No. 221-25 To provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the North English Road Water Main Extension Project, and the taking of bids therefor was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on July 21, 2025 in the Historic Federal Building.

**RESOLUTION NO. 221-25**
**TO PROVIDE FOR A NOTICE OF HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NORTH ENGLISH ROAD WATER MAIN EXTENSION 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 Origin Design Co. (the "Project Engineers"), in consultation with the City's engineering technician (the "Engineering Technician"), which may be hereafter referred to as the "North English Road Water Main Extension 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. July 21, 2025, 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 July 24, 2025, 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. August 4, 2025, 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 June 16, 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**BOARDS/COMMISSIONS**

Applications were reviewed for the following Commission. Applicants were invited to address the City Council regarding their desire to serve on the following Commission.

1. Historic Preservation Commission: One, 3-Year term through July 1, 2028 (Expiring Jackson Park District term of Esser). Applicant: Janice Esser, 1072 Locust St. - Qualifies for Jackson Park District.

Appointments were made to the following boards/commissions.

1. Arts and Cultural Affairs Advisory Commission: One, 3-Year term through June 30, 2027. (Vacant At-Large - lives or works outside the cultural and entertainment district term of Menchaca). One, 3-Year term through June 30, 2028 (Expiring Business Professional - lives or works in the cultural and entertainment district term of Hefel). Two, 3-Year terms through June 30, 2028 (Expiring Public Member – knowledge and demonstrated interest in the arts terms of Davis-Orwoll and Halder). Applicants: Applicants: Jim Albee, 535 West 5th St. (qualifies for at-large and public member); Shirley Davis-Orwoll, 2635 West 32nd St. (qualifies for at-large and public member) Nick Halder, 876 S. Grandview Ave. (qualifies for at-large, business professional, and public member); Aaron Hefel, 515 1/2 West 8th St. (qualifies for business professional and public member); Bree Hernandez, 1298 Locust St. (qualifies for at-large and public member); Mary Loney-Bichell, 595 West 11th St. (qualifies for at-large and public member); Rodrigo Marin, 2240 Central Ave. (qualifies for at-large and public member); Sarah Ndagire, 1536 Kehl Ct. (qualifies for at-large, business professional, and public member); Jessica Ochoa, 1970 Hale St. (qualifies for at-large and public member). Upon roll call vote, Loney-Bichell was appointed to the At-Large term. Albee received 1 vote (Farber), Davis-Orwoll received 1 vote (Resnick), Ochoa received 1 vote (Cavanagh) and Loney-Bichell received the remaining 3 votes. The vote for the Business Professional term failed 3-3, with Hefel receiving 3 votes (Wethal, Roussell, and Sprank) and Halder receiving the remaining 3 votes. After Brumwell confirmed that the vote failed, Cavanagh stated that the term would be voted on at the next City Council meeting. Upon roll call vote, Davis-Orwoll and Ochoa were appointed to the Public Member terms. Davis Orwoll was unanimously reappointed. Hernandez received 1 vote (Farber), Halder received 2 votes (Wethal and Roussell), and Ochoa received the remaining 3 votes for the other term.

2. Board of Library Trustees: One, 4-Year term through July 1, 2029 (Expiring term of Gorton). Applicants: Tom Brennan, 3275 Cider Rdg.; Jessica Connery, 4612 Camelot Dr.; Nicole O'Brien, 2691 Ravens Oaks Dr. Upon roll call vote, Connery was unanimously appointed to the term.

3. Civic Center Advisory Commission: Three, 3-Year terms through June 29, 2028 (Expiring terms of Blau, Meyers, and Tandy). Applicants: McKenzie Blau, 1548 Pego Ct.; Colleen Myers, 65 North Booth St.; Ashley Regan, 1100 N Booth St.; Sara Tandy, 2307 Martin Dr. Upon roll call vote, Blau, Myers, and Tandy were reappointed to the terms. Blau was unanimously reappointed. For the second term, Regan received 2 votes (Resnick and Sprank) and Myers received the remaining 4 votes. For the third term, Regan received 2 votes (Resnick and Sprank) and Tandy received the remaining 4 votes.

4. Historic Preservation Commission: One, 3-Year term through July 1, 2028 (Expiring West 11th District term of Stuter). Applicant: Charles (Rick) Stuter, 1296 Prairie St. - Qualifies for West 11th District. Motion by Roussell to appoint Stuter to the term. Seconded by Sprank. Motion carried 6-0.

5. Park and Recreation Advisory Commission: Three, 3-Year terms through June 30, 2028 (Expiring terms of Henkel, Jorgenson, and Ollendick). Applicants: Jason Henkel, 1888 Saint Joseph St.; Josh Jorgenson, 3030 Judson Ct.; Lori Ollendick, 1390 Oak Park Pl.; Mya Schaefer, 1720 Plymouth Ct.; Greg Swift, 2150 Fairway Dr. Upon roll call vote, Henkel, Jorgenson, and Ollendick were reappointed to the terms. Ollendick received 1 vote (Roussell) for one of the terms, and Henkel received the remaining 5 votes. Ollendick received 1 vote (Roussell) for the second term, and Jorgenson received the remaining 5 votes. Ollendick was unanimously reappointed to the third term.

6. Resilient Community Advisory Commission: One, 3-Year term through July 1, 2028 (Expiring term of Kohlhaas). Applicant: Jacob Kohlhaas, 1125 Richards Rd. Motion by Sprank to appoint Kohlhaas to the term. Seconded by Wethal. Motion carried 6-0.

7. Transit Advisory Board: One, 3-Year term through July 30, 2027 (Vacant term of Esser). Applicant: Gary Wernimont, 736 University Ave. Motion by Sprank to appoint

Wernimont to the term. Seconded by Resnick. Motion failed 3-3 with Cavanagh, Roussell, and Farber voting nay. Cavanagh stated that the term would be voted on at the next City Council meeting.

8. Zoning Advisory Commission: Two, 3-Year terms through July 1, 2028 (Expiring terms of Mulligan and Norton). Applicants: Matthew Mulligan, 1167 Hunters Rdg.; Patrick Norton, 920 Valentine Dr.; Dylan Schwering, 1741 Dexter St.; Casey Stoyke, 3960 Oneida Ave. Upon roll call vote, Mulligan and Norton were unanimously reappointed to the terms.

**PUBLIC HEARINGS**

1. Request to Rezone 1395 Washington Street: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. City Council Members stated that the zoning change would be positive for the property owner and the neighborhood. Motion carried 6-0.

Motion by Roussell for final consideration and passage of Ordinance No. 20-25 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by Reclassifying Hereinafter Described Property Located at 1395 Washington Street (Pin 1024430010) From C-4 Downtown Commercial District To C-1 Neighborhood Commercial District. Seconded by Wethal. Motion carried 6-0.

**ORDINANCE NO. 20-25**
**AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED AT 1395 WASHINGTON STREET (PIN 1024430010) FROM C-4 DOWNTOWN COMMERCIAL DISTRICT TO C-1 NEIGHBORHOOD COMMERCIAL DISTRICT**

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter - described property from C-4 Downtown Commercial District to C-1 Neighborhood Commercial District, to wit:

> Lots 70 & 71 East Dubuque Addition, and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved and adopted this 16th day of June, 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

2. Request to Rezone Property at June Drive: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. In response to a question, Associate Planner Shena Moon stated that it's uncommon to see portions of properties re-zoned, but it does occur for various reasons. In this instance, the property owner wants to maintain the other portion of the property as AG Agriculture. Motion carried 6-0.

Motion by Roussell for final consideration and passage of Ordinance No. 21-25 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located at the West Terminus of June Drive from AG Agriculture District to R-1 Single-Family Residential District. Seconded by Wethal. Motion carried 6-0.

**ORDINANCE NO. 21-25**
**AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED AT THE WEST TERMINUS OF JUNE DRIVE FROM AG AGRICULTURE DISTRICT TO R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT**

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter–described property from AG Agriculture District to R-1 Single-Family Residential, to wit:

> As shown on Exhibit A, and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved and adopted this 16th day of June, 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Unified Development Code Amendment on Restaurant, Carry-Out: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Trijuana Robinson, 1486 Central Ave., spoke in support of the amendment, sharing her desire to open a business that serves carryout refreshments. Moon stated that city code does not address delivery as a specific type of use and that deliveries could be a component of a drive-in, carry-out, or sit-down establishment. City Council Members praised the amendment and expressed hope that it would encourage other local businesses on Central Ave. Motion carried 6-0.

Motion by Roussell for final consideration and passage of Ordinance No. 22-25 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by Amending Sections 16-2-3 Definitions, 16-5-10 C-1 Neighborhood Commercial, 16-5-11 C-2 Neighborhood Shopping Center, 16-5-14 C-4 Downtown Commercial, and 16-5-17 Cr Commercial Recreation by adding the Restaurant, Carryout Definition and making it a Principal Permitted use in C- 2, C-4, and CR Districts and a Conditional Use in the C-1 District. Seconded by Sprank. Motion carried 6-0.

**ORDINANCE NO. 22-25**

**AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY AMENDING SECTIONS 16-2-3 DEFINITIONS, 16-5-10 C-1 NEIGHBORHOOD COMMERCIAL, 16-5-11 C-2 NEIGHBORHOOD SHOPPING CENTER, 16-5-14 C-4 DOWNTOWN COMMERCIAL, AND 16-5-17 CR COMMERCIAL RECREATION BY ADDING THE RESTAURANT, CARRYOUT DEFINITION AND MAKING IT A PRINCIPAL PERMITTED USE IN C-2, C-4, AND CR DISTRICTS AND A CONDITIONAL USE IN THE C-1 DISTRICT**

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by amending Section 16-2-3 is hereby amended as follows:

16-2-3 DEFINITIONS

~~RESTAURANT, DRIVE-IN / CARRYOUT: Any business establishment or portion thereof where food is prepared for sale for consumption off the premises and/or served in disposable containers or wrappers, including all fast food restaurants equipped with a drive-through service and/or having a carryout service, and not serving beer, wine or alcoholic beverages.~~"

RESTAURANT, CARRYOUT: Any business establishment or portion thereof where food is prepared for sale for consumption off the premises and/or served in disposable containers or wrappers, and which may involve seating on the premises of a limited nature as an accessory use to the restaurant, as defined in this section and not serving beer, wine or alcoholic beverages.

RESTAURANT, DRIVE- IN: Any business establishment or portion thereof equipped with a drive-through service where food is prepared for sale for consumption on or off the premises and/or served in disposable containers or wrappers and not serving beer, wine or alcoholic beverages.

Section 2. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by amending Sections 16-2-3 Definitions, 16-5-10 (C-1), 16-5-11 (C-2), 16-5-14 (C-4), and 16-5-17 (CR), are hereby amended as follows:

16-5-10 C-1 NEIGHBORHOOD COMMERCIAL
16-5-10-2 Conditional Uses
Restaurant, Carryout
16-5-11 C-2 NEIGHBORHOOD SHOPPING CENTER
16-5-11-1 Principal Permitted Uses
Restaurant, Carryout
16-5-11-2 Conditional Uses
Restaurant, Drive-In-or Carryout
16-5-14 C-4 DOWNTOWN COMMERCIAL
16-5-14-1 Principal Permitted Uses
Restaurant, Carryout
16-5-14-2 Conditional Uses
Restaurant, Drive-In-or Carryout
16-5-17 CR COMMERCIAL RECREATION
16-5-17-1 Principal Permitted Uses
Restaurant, Carryout
16-5-17-2 Conditional Uses
Restaurant, Drive-In-or Carryout

Section 3. The foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 4. This ordinance shall take effect immediately upon publication, as provided by law.

Passed, approved, and adopted this 16th day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

4. Grant of Storm Sewer Utility Easement to Switch Development at JFK, LLC: Motion by Wethal to receive and file the documents and adopt Resolution No. 222-25 Disposing of City Interest by Grant of Storm Sewer Utility Easement to Switch Development at JFK, LLC across part of the Northwest Arterial Right of Way Adjacent to Lot 1 of Switch Development At JFK No. 4, in the City of Dubuque, Iowa and Resolution No. 223-25 Granting a Storm Sewer Utility Easement to Switch Development at JFK, LLC across part of the Northwest Arterial Right of Way adjacent to Lot 1 of Switch Development At JFK No. 4, in the City of Dubuque, Iowa. Seconded by Resnick. In response to a question, City Engineer Gus Psihoyos stated that the storm sewer will exit Switch Development's property through the NW Arterial to get to the public system. Motion carried 6-0.

**RESOLUTION NO. 222-25**
**DISPOSING OF CITY INTEREST BY GRANT OF STORM SEWER UTILITY EASEMENT TO SWITCH DEVELOPMENT AT JFK, LLC ACROSS PART OF THE NORTHWEST ARTERIAL RIGHT OF WAY ADJACENT TO LOT 1 OF SWITCH DEVELOPMENT AT JFK NO. 4, IN THE CITY OF DUBUQUE, IOWA**

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 6th day of June, 2025, the City Council of the City of Dubuque, Iowa met on this 16th day of June, 2025, 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:

Part of the Northwest Arterial Right of Way adjacent to Lot 1 of Switch Development @ JFK No. 4, in the City of Dubuque, Iowa, as shown on the attached Exhibit A; 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 Sewer Utility Easement to Switch Development @ JFK, LLC across Part of the Northwest Arterial Right of Way adjacent to Lot 1 of Switch Development @ JFK No. 4, 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 Sewer Utility Easement and the City Clerk be and is hereby authorized and directed to deliver said Grant of Easement to Switch Development at JFK, LLC.

Section 3. That the City Clerk be and is hereby authorized and directed to record a certified copy of this Grant of Storm Sewer Utility Easement in the office of the Dubuque County Recorder.

Passed, approved and adopted this June 16, 2025

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. 223-25**
**GRANTING A STORM SEWER UTILITY EASEMENT TO SWITCH DEVELOPMENT AT JFK, LLC ACROSS PART OF THE NORTHWEST ARTERIAL RIGHT OF WAY ADJACENT TO LOT 1 OF SWITCH DEVELOPMENT @ JFK NO. 4, IN THE CITY OF DUBUQUE, IOWA**

Whereas, Switch Development @ JFK, LLC has requested a "Grant of Storm Sewer Utility Easement" across Part of the Northwest Arterial Right of Way adjacent to Lot 1 of Switch Development @ JFK No. 4, in the City of Dubuque, Iowa, for a private storm sewer utility and rip rap; and

Whereas, the City of Dubuque Engineering Department has prepared and submitted to the City Council an exhibit showing the easement area for the proposed Grant of Storm Sewer Utility Easement across Part of the Northwest Arterial Right of Way adjacent to Lot 1 of Switch Development @ JFK No. 4, 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 the Northwest Arterial Right of Way adjacent to Lot 1 of Switch Development A@JFK No. 4, in the City of Dubuque, Iowa can be utilized for the for a private storm sewer and rip rap, 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 Sewer Utility Easement to Switch Development @ JFK, LLC be and the same is hereby approved.

Passed, approved and adopted this June 16, 2025

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Approving the Amended and Restated Lease between the City of Dubuque and Viterra USA Grain, LLC: Motion by Sprank to receive and file the documents and adopt Resolution No. 224-25 Approving the Amended and Restated Lease Agreement by and between the City of Dubuque and Viterra USA

Grain, LLC for Commercial Street Lease. Seconded by Wethal. In response to a question, Psihoyos stated that Viterra USA Grain, LLC's current lease covers 9.2 acres. In 2027, they plan to reduce the leased area by 1.6 acres, which would result in around a $40,000 reduction in lease payments. Motion carried 6-0.

**RESOLUTION NO. 224-25**
**APPROVING THE AMENDED AND RESTATED LEASE AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND VITERRA USA GRAIN, LLC FOR COMMERCIAL STREET LEASE**

Whereas, the City of Dubuque, Iowa and Viterra USA Grain, LLC entered into a Lease Agreement dated July 1, 2020, under which Lessee leases certain real property located on Commercial Street (aka East Seventh Street) in Dubuque, Iowa; and

Whereas, Viterra USA Grain, LLC and the City of Dubuque wish to amend and restate the Lease Agreement with the Amended and Restated Lease Agreement attached hereto.

Whereas, the City Council finds that it is in the best interest of the City of Dubuque to approve the Amended and Restated Lease Agreement.

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

Section 1. The Amended and Restated Lease Agreement attached hereto is hereby approved.

Section 2. The Mayor is hereby authorized and directed to sign the Amended and Restated Lease Agreement on behalf of the City of Dubuque.

Passed, approved and adopted this 16th day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

6. Resolution Approving a Development Agreement with Plastic Center, Inc.: Motion by Roussell to receive and file the documents and adopt Resolution No. 225-25 Approving a Development Agreement by and between the City of Dubuque, Iowa and Plastic Center, Inc., including the issuance of Urban Renewal Tax Increment Revenue Obligations. Seconded by Wethal. In response to a question, Economic Development Director Jill Connors stated that the City Council has supported funding for the Downtown Housing Creation Grant for many years. She noted that, due to larger allocations in recent years, the City has been able to support all qualifying projects. The Economic Development Department monitors the fund balance, and the current balance can be confirmed at a later time. Connors explained that the City's Developer Guide promotes the grant, and staff plan to present amended housing incentive options to the City Council in the near future. She clarified that the $35,000 rehabilitation grant is a one-to-one matching grant. For the $10,000 per unit incentive for housing creation, there is no matching requirement, but the cost to create a new unit typically exceeds a one-to-one match. Motion carried 6-0.

**RESOLUTION NO. 225-25**
**APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND PLASTIC CENTER, INC., INCLUDING THE ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS**

Whereas, Plastic Center, Inc. is the owner of the property legally described as follows:

The West 107.5 feet of the West 170 feet of Lot 614 in the City of Dubuque, Iowa, according to the Plat of the Survey thereof in Book of Plats #10 page 88, records of Dubuque County, Iowa; and

Lot 46 in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Town of Dubuque; and

The East 110 feet of Lot 614 in the City of Dubuque, Iowa, according to the Plat of the Survey thereof in Book of Plats #10 page 88, records of Dubuque County, Iowa. (the Property); and

Whereas, the City Council, by Resolution No. 193-25, dated June 2, 2025, declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and Plastic Center, Inc., 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 June 16, 2025, at 6:30p.m.; and

Whereas, it is the determination of the City Council that approval of the Development Agreement for redevelopment of the Property by Plastic Center, Inc., 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 Plastic Center, Inc., a copy of which is attached hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

Section 2. 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. 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 16th day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

7. Proceedings for Public Hearing on the Issuance of Not to Exceed $500,000 Sewer Revenue Capital Loan Notes (Interim Financing) State Revolving Loan Fund Program), Planning and Design Loan, Track Line Sanitary Sewer Reconstruction Project: Motion by Sprank to receive and file the documents and adopt Resolution No. 226-25 Taking additional action with respect to a Sewer Revenue Loan and Disbursement Agreement and authorizing, approving and securing the payment of a $500,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement). Seconded by Resnick. In response to a question about the types of projects and work planned under this item and the following three agenda items, Van Milligen stated that from 2025 to 2029, the City plans to invest $131 million in wastewater system improvements and $80 million in sanitary sewer pipe upgrades. City Council Members acknowledged that replacing and upgrading infrastructure is a responsibility of municipalities. Motion carried 6-0.

**RESOLUTION NO. 226-25**
**TAKING ADDITIONAL ACTION WITH RESPECT TO A SEWER REVENUE LOAN AND DISBURSEMENT AGREEMENT AND AUTHORIZING, APPROVING AND SECURING THE PAYMENT OF A $500,000 SEWER REVENUE LOAN AND DISBURSEMENT AGREEMENT ANTICIPATION PROJECT NOTE (IFA INTERIM LOAN AND DISBURSEMENT AGREEMENT)**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the "Utility") in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

Whereas, the management and control of the Utility are vested in the City Council, (the "Council"), and no board of trustees exists for this purpose; and

Whereas, pursuant to prior resolutions of the Council, the City has heretofore issued Sewer Revenue bonds or notes as set forth in prior proceedings of the Council, and a portion of such prior Sewer Revenue debt remains outstanding (the "Outstanding Indebtedness"); and

Whereas, pursuant to the resolutions relating to and authorizing the Outstanding Indebtedness (the "Outstanding Bond Resolutions") the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Indebtedness under the terms and conditions set forth in the Outstanding Bond Resolutions; and

Whereas, the City has heretofore proposed to borrow money and enter into a Sewer Revenue Loan and Disbursement Agreement (the "Loan and Disbursement Agreement") with the Iowa Finance Authority (the "Lender") and to issue in accordance therewith Sewer Revenue Bonds (the "Bonds") in a principal amount not to exceed $500,000 to provide funds to pay the costs, to that extent, of planning, designing, and constructing improvements and extensions to the Utility (the "Project"), and has published notice of the proposed action and has held a hearing thereon on June 16, 2025; and

Whereas, it is necessary at this time to authorize and approve the issuance of a $500,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) (the "Project Note") pursuant to the provisions of Section 76.13 of the Code of Iowa in anticipation of the receipt of and payable from the proceeds of the Loan and Disbursement Agreement (the "Loan Proceeds") in order to pay authorized costs in connection with planning and designing the Project;

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

Section 1. The City Council hereby covenants for the benefit of the Lender and all who may at any time be the holder of the Project Note to enter into the Loan and Disbursement Agreement and to issue and deliver the Bonds prior to the Maturity Date, as defined in the Project Note, and declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa. The Bonds are hereby ordered to be issued at such time as the City enters into the Loan and Disbursement Agreement.

Section 2. The Project Note in the principal amount of $500,000 is hereby authorized to be issued to the Lender. The Project Note shall be dated as of the date of closing, shall mature on the Maturity Date as defined in the Project Note, and shall bear interest at the rate of 0% per annum.

The Project Note shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk and shall be a fully registered

instrument without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Project Note shall cease to be such officer before the delivery of the Project Note, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The City Clerk is hereby designated as the Registrar and Paying Agent for the Project Note and may be hereinafter referred to as the "Registrar" or the "Paying Agent."

The City reserves the right to prepay principal of the Project Note in whole or in part on any date prior to the Maturity Date, as defined in the Project Note, at a prepayment price equal to the principal amount thereof prepaid.

The Project Note shall be fully registered as to both principal and interest in the name of the owner in the records of the City kept for such purpose, after which no transfer shall be valid unless made on said records by the City Clerk, and then only upon a written instrument of transfer satisfactory to the City, duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City shall maintain as confidential the record of identity of owners of the Project Note, as provided by Section 22.7 of the Code of Iowa.

Section 3. The Project Note shall be in substantially the [provided] form:

Section 4. The Project Note shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon shall be delivered to the Registrar for registration and delivery to the Lender, upon receipt of the Project Note proceeds.

Section 5. The Loan Proceeds are hereby appropriated to the payment of the Project Note and may also be appropriated to the payment of other obligations issued to pay costs of the Project, but only to the extent that full provision has been made for the payment of principal of the Project Note.

At its sole discretion, the City Council may appropriate to the payment of the Project Note proceeds to be received from state or federal grants and/or income or revenues from sources to be received and expended for the Project during the period of Project construction.

The Project Note is a limited obligation of the City payable solely and only from the Loan Proceeds and shall not constitute a general obligation of the City, nor shall it be payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the Loan Proceeds to be sufficient for the payment in whole or in part of the Project Note.

Section 6. Upon a breach or default of a term of the Project Note or any Parity Obligations and this resolution, a proceeding may be brought in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required under the terms of this resolution and Section 76.13 of the Code of Iowa.

Section 7. The City reserves the right to issue additional obligations (the "Parity Obligations") payable from the Loan Proceeds, and ranking on a parity with, the Project Note. The Project Note or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Loan Proceeds regardless of the time or times of the issuance of such Project Note or Parity Obligations, it being the intention of the City that there shall be no priority among the Project Note or Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times.

Section 8. The provisions of this resolution shall constitute a contract between the City and the owners of the Project Note and Parity Obligations as may from time to time be outstanding, and after the issuance of the Project Note, no change, variation or alteration of any kind of the provisions of this resolution shall be made without prior consent of the Lender which will adversely affect the owners of the Project Note or Parity Obligations until the Project Note and Parity Obligations and the interest thereon shall have been paid in full.

Section 9. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 10. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 11. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 16, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

8. Proceedings for Public Hearing for the Issuance of Not to Exceed $15,000,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Old Mill Rd. Lift Station Project – Phase 2: Motion by Sprank to receive and file the documents and adopt Resolution No. 227-25 Taking additional action on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement. Seconded by Wethal. City Council Members commented positively on the low interest rate. Motion carried 6-0.

**RESOLUTION NO. 227-25**
**TAKING ADDITIONAL ACTION ON PROPOSAL TO ENTER INTO A SEWER REVENUE LOAN AND DISBURSEMENT AGREEMENT**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the "Utility") in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

Whereas, the management and control of the Utility are vested in the City Council (the "Council") and no board of trustees exists for this purpose; and

Whereas, pursuant to prior resolutions of the Council, the City has heretofore issued Sewer Revenue bonds or notes as set forth in prior proceedings of the Council, and a portion of such prior Sewer Revenue debt remains outstanding (the "Outstanding Indebtedness"); and

Whereas, pursuant to the resolutions relating to and authorizing the Outstanding Indebtedness (the "Outstanding Bond Resolutions") the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Indebtedness under the terms and conditions set forth in the Outstanding Bond Resolutions; and

Whereas, the City has heretofore proposed to contract indebtedness and enter into a certain Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed $15,000,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility, and has published notice of the proposed action and has held a hearing thereon on June 16, 2025;

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

Section 1. The City Council hereby determines to enter into the Agreement in the future and orders that Sewer Revenue Bonds be issued at such time in evidence thereof. The City Council further declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 16, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

9. Proceedings for Public Hearing for the Issuance of Not to Exceed $3,600,000 Sewer Revenue Capital Loan Notes (Interim Financing) State Revolving Loan Fund Program, Planning and Design Loan, Old Mill Phase III Project – Catfish Creek Sanitary Interceptor Sewer System Middle Fork: Motion by Resnick to receive and file the documents and adopt Resolution No. 228-25 Taking additional action with respect to a Sewer Revenue Loan and Disbursement Agreement and authorizing, approving and securing the payment of a $3,600,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement). Seconded by Wethal. Motion carried 6-0.

**RESOLUTION NO. 228-25**
**TAKING ADDITIONAL ACTION WITH RESPECT TO A SEWER REVENUE LOAN AND DISBURSEMENT AGREEMENT AND AUTHORIZING, APPROVING AND SECURING THE PAYMENT OF A $3,600,000 SEWER REVENUE LOAN AND DISBURSEMENT AGREEMENT ANTICIPATION PROJECT NOTE (IFA INTERIM LOAN AND DISBURSEMENT AGREEMENT)**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the "Utility") in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

Whereas, the management and control of the Utility are vested in the City Council, (the "Council"), and no board of trustees exists for this purpose; and

Whereas, pursuant to prior resolutions of the Council, the City has heretofore issued Sewer Revenue bonds or notes as set forth in prior proceedings of the Council, and a portion of such prior Sewer Revenue debt remains outstanding (the "Outstanding Indebtedness"); and

Whereas, pursuant to the resolutions relating to and authorizing the Outstanding Indebtedness (the "Outstanding Bond Resolutions") the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Indebtedness under the terms and conditions set forth in the Outstanding Bond Resolutions; and

Whereas, the City has heretofore proposed to borrow money and enter into a Sewer Revenue Loan and Disbursement Agreement (the "Loan and Disbursement

Agreement") with the Iowa Finance Authority (the "Lender") and to issue in accordance therewith Sewer Revenue Bonds (the "Bonds") in a principal amount not to exceed $3,600,000 to provide funds to pay the costs, to that extent, of planning, designing, and constructing improvements and extensions to the Utility (the "Project"), and has published notice of the proposed action and has held a hearing thereon on June 16, 2025; and

Whereas, it is necessary at this time to authorize and approve the issuance of a $3,600,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) (the "Project Note") pursuant to the provisions of Section 76.13 of the Code of Iowa in anticipation of the receipt of and payable from the proceeds of the Loan and Disbursement Agreement (the "Loan Proceeds") in order to pay authorized costs in connection with planning and designing the Project.

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

Section 1. The City Council hereby covenants for the benefit of the Lender and all who may at any time be the holder of the Project Note to enter into the Loan and Disbursement Agreement and to issue and deliver the Bonds prior to the Maturity Date, as defined in the Project Note, and declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa. The Bonds are hereby ordered to be issued at such time as the City enters into the Loan and Disbursement Agreement.

Section 2. The Project Note in the principal amount of $3,600,000 is hereby authorized to be issued to the Lender. The Project Note shall be dated as of the date of closing, shall mature on the Maturity Date as defined in the Project Note, and shall bear interest at the rate of 0% per annum.

The Project Note shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk and shall be a fully registered instrument without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Project Note shall cease to be such officer before the delivery of the Project Note, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The City Clerk is hereby designated as the Registrar and Paying Agent for the Project Note and may be hereinafter referred to as the "Registrar" or the "Paying Agent."

The City reserves the right to prepay principal of the Project Note in whole or in part on any date prior to the Maturity Date, as defined in the Project Note, at a prepayment price equal to the principal amount thereof prepaid.

The Project Note shall be fully registered as to both principal and interest in the name of the owner in the records of the City kept for such purpose, after which no transfer shall be valid unless made on said records by the City Clerk, and then only upon a written instrument of transfer satisfactory to the City, duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City shall maintain as confidential the record of identity of owners of the Project Note, as provided by Section 22.7 of the Code of Iowa.

Section 3. The Project Note shall be in substantially the [provided] form:

Section 4. The Project Note shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon shall be delivered to the Registrar for registration and delivery to the Lender, upon receipt of the Project Note proceeds.

Section 5. The Loan Proceeds are hereby appropriated to the payment of the Project Note and may also be appropriated to the payment of other obligations issued to pay costs of the Project, but only to the extent that full provision has been made for the payment of principal of the Project Note.

At its sole discretion, the City Council may appropriate to the payment of the Project Note proceeds to be received from state or federal grants and/or income or revenues from sources to be received and expended for the Project during the period of Project construction.

The Project Note is a limited obligation of the City payable solely and only from the Loan Proceeds and shall not constitute a general obligation of the City, nor shall it be payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the Loan Proceeds to be sufficient for the payment in whole or in part of the Project Note.

Section 6. Upon a breach or default of a term of the Project Note or any Parity Obligations and this resolution, a proceeding may be brought in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required under the terms of this resolution and Section 76.13 of the Code of Iowa.

Section 7. The City reserves the right to issue additional obligations (the "Parity Obligations") payable from the Loan Proceeds, and ranking on a parity with, the Project Note. The Project Note or any Parity Obligations shall not be entitled to priority or preference

one over the other in the application of the Loan Proceeds regardless of the time or times of the issuance of such Project Note or Parity Obligations, it being the intention of the City that there shall be no priority among the Project Note or Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times.

Section 8. The provisions of this resolution shall constitute a contract between the City and the owners of the Project Note and Parity Obligations as may from time to time be outstanding, and after the issuance of the Project Note, no change, variation or alteration of any kind of the provisions of this resolution shall be made without prior consent of the Lender which will adversely affect the owners of the Project Note or Parity Obligations until the Project Note and Parity Obligations and the interest thereon shall have been paid in full.

Section 9. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 10. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 11. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 16, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

10. Proceedings for Public Hearing for the Issuance of Not to Exceed $3,400,000 Sewer Revenue Capital Loan Notes (Interim Financing) State Revolving Loan Fund Program, Planning and Design Loan, Old Mill Phase IV Project – Catfish Creek Sewershed Improvement - South Fork: Motion by Wethal to receive and file the documents and adopt Resolution No. 229-25 Taking additional action with respect to a Sewer Revenue Loan and Disbursement Agreement and authorizing, approving and securing the payment of a $3,400,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement). Seconded by Resnick. Motion carried 6-0.

**RESOLUTION NO. 229-25**
**TAKING ADDITIONAL ACTION WITH RESPECT TO A SEWER REVENUE LOAN AND DISBURSEMENT AGREEMENT AND AUTHORIZING, APPROVING AND SECURING THE PAYMENT OF A $3,400,000 SEWER REVENUE LOAN AND DISBURSEMENT AGREEMENT ANTICIPATION PROJECT NOTE (IFA INTERIM LOAN AND DISBURSEMENT AGREEMENT)**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the "Utility") in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

Whereas, the management and control of the Utility are vested in the City Council, (the "Council"), and no board of trustees exists for this purpose; and

Whereas, pursuant to prior resolutions of the Council, the City has heretofore issued Sewer Revenue bonds or notes as set forth in prior proceedings of the Council, and a portion of such prior Sewer Revenue debt remains outstanding (the "Outstanding Indebtedness"); and

Whereas, pursuant to the resolutions relating to and authorizing the Outstanding Indebtedness (the "Outstanding Bond Resolutions") the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Indebtedness under the terms and conditions set forth in the Outstanding Bond Resolutions; and

Whereas, the City has heretofore proposed to borrow money and enter into a Sewer Revenue Loan and Disbursement Agreement (the "Loan and Disbursement Agreement") with the Iowa Finance Authority (the "Lender") and to issue in accordance therewith Sewer Revenue Bonds (the "Bonds") in a principal amount not to exceed $3,400,000 to provide funds to pay the costs, to that extent, of planning, designing, and constructing improvements and extensions to the Utility (the "Project"), and has published notice of the proposed action and has held a hearing thereon on June 16, 2025; and

Whereas, it is necessary at this time to authorize and approve the issuance of a $3,400,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) (the "Project Note") pursuant to the provisions of Section 76.13 of the Code of Iowa in anticipation of the receipt of and payable from the proceeds of the Loan and Disbursement Agreement (the "Loan Proceeds") in order to pay authorized costs in connection with planning and designing the Project.

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

Section 1. The City Council hereby covenants for the benefit of the Lender and all who may at any time be the holder of the Project Note to enter into the Loan and Disbursement Agreement and to issue and deliver the Bonds

prior to the Maturity Date, as defined in the Project Note, and declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa. The Bonds are hereby ordered to be issued at such time as the City enters into the Loan and Disbursement Agreement.

Section 2. The Project Note in the principal amount of $3,400,000 is hereby authorized to be issued to the Lender. The Project Note shall be dated as of the date of closing, shall mature on the Maturity Date as defined in the Project Note, and shall bear interest at the rate of 0% per annum.

The Project Note shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk and shall be a fully registered instrument without interest coupons. In case any officer whose signature or the facsimile of whose signature appears on the Project Note shall cease to be such officer before the delivery of the Project Note, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The City Clerk is hereby designated as the Registrar and Paying Agent for the Project Note and may be hereinafter referred to as the "Registrar" or the "Paying Agent."

The City reserves the right to prepay principal of the Project Note in whole or in part on any date prior to the Maturity Date, as defined in the Project Note, at a prepayment price equal to the principal amount thereof prepaid.

The Project Note shall be fully registered as to both principal and interest in the name of the owner in the records of the City kept for such purpose, after which no transfer shall be valid unless made on said records by the City Clerk, and then only upon a written instrument of transfer satisfactory to the City, duly executed by the registered owner or the duly authorized attorney for such registered owner.

The City shall maintain as confidential the record of identity of owners of the Project Note, as provided by Section 22.7 of the Code of Iowa.

Section 3. The Project Note shall be in substantially the [provided] form:

Section 4. The Project Note shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon shall be delivered to the Registrar for registration and delivery to the Lender, upon receipt of the Project Note proceeds.

Section 5. The Loan Proceeds are hereby appropriated to the payment of the Project Note and may also be appropriated to the payment of other obligations issued to pay costs of the Project, but only to the extent that full provision has been made for the payment of principal of the Project Note.

At its sole discretion, the City Council may appropriate to the payment of the Project Note proceeds to be received from state or federal grants and/or income or revenues from sources to be received and expended for the Project during the period of Project construction.

The Project Note is a limited obligation of the City payable solely and only from the Loan Proceeds and shall not constitute a general obligation of the City, nor shall it be payable in any manner by taxation, and under no circumstances shall the City be in any manner liable by reason of the failure of the Loan Proceeds to be sufficient for the payment in whole or in part of the Project Note.

Section 6. Upon a breach or default of a term of the Project Note or any Parity Obligations and this resolution, a proceeding may be brought in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required under the terms of this resolution and Section 76.13 of the Code of Iowa.

Section 7. The City reserves the right to issue additional obligations (the "Parity Obligations") payable from the Loan Proceeds, and ranking on a parity with, the Project Note. The Project Note or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Loan Proceeds regardless of the time or times of the issuance of such Project Note or Parity Obligations, it being the intention of the City that there shall be no priority among the Project Note or Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times.

Section 8. The provisions of this resolution shall constitute a contract between the City and the owners of the Project Note and Parity Obligations as may from time to time be outstanding, and after the issuance of the Project Note, no change, variation or alteration of any kind of the provisions of this resolution shall be made without prior consent of the Lender which will adversely affect the owners of the Project Note or Parity Obligations until the Project Note and Parity Obligations and the interest thereon shall have been paid in full.

Section 9. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 10. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 11. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved June 16, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**PUBLIC INPUT**

Noah Riley, Owner of The Goose, 920 Main St., summarized that FEH Design, which purchased the adjacent property for renovation, expects his business to cover half of the cost of a fire protection wall required as part of the project. He expressed concern that, despite the project receiving City assistance, there had been no communication or guidance from the City regarding the impact on his business. Riley asked whether the City Council could provide any form of support via financial assistance, mediation, or other resources. Brooklyn Williams, 250 West 6th St. Apt. 501, spoke in support of The Goose. Natalie Heck, 1005 Garfield Ave., Co-Owner of The Goose, stated her desire to see more foot traffic downtown and emphasized the importance of communication. Breitfelder stated that written input was received by Clark Schloz, 2925 Burlington St., regarding Action Item No. 7.

**ACTION ITEMS**

1. Proposed Ordinance Change to Title 7 Chapter 5 Article A Section 10 Related to Fireworks: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. City Council Members expressed frustration with the state mandate requiring municipalities to allow fireworks during specific timeframes on July 3, July 4, and December 31, noting they regularly hear from residents who oppose them. Brumwell explained that if the City Council chooses not to amend the local ordinance, the City's current fireworks code would become unenforceable. In that case, enforcement would default to state law, and any citation revenue from fireworks set off outside permitted timeframes would go to the state rather than the City. Police Chief Jeremy Jensen explained that City staff recommended expanding the permitted timeframe for fireworks on July 3 and January 1 to reduce the volume of service calls to the Police Department during periods when commercial fireworks activity is typically high. Jensen clarified that permitting fireworks does not override other applicable laws, such as those related to child endangerment or reckless use. He stated that violations of permitted hours would be enforceable under the City's noise ordinance and that citations would be issued to the individual who ignited the fireworks. Jensen confirmed that the department has a communication plan prepared to inform the public of all changes once adopted by the City Council. Brumwell emphasized that the state is not requiring the City to amend its ordinance but noted that if the ordinance is not updated, it will be unenforceable. Van Milligen added that while the state does not require the City to extend hours beyond those mandated by law, the current recommendation does include additional permitted hours. City Council Members discussed whether adopting the ordinance could imply support for the state law and considered the implications of having an unenforceable local ordinance. Van Milligen outlined three options: not adopt the ordinance, adopt it as proposed, or amend it to align only with the state-mandated hours. Brumwell noted that the proposed ordinance would also limit the use of consumer fireworks to private property, either owned by the user or used with the property owner's permission, whereas the current code only restricts use in public parks. City Council Members expressed support for limiting fireworks to private property and indicated a preference for aligning with the state's permitted timeframes. When asked how to amend the motion to align with the state's permitted fireworks timeframes, Brumwell advised making a motion to amend the ordinance under consideration. Once amended, a motion could then be made to waive the three readings of the ordinance as amended. Motion by Roussell to amend the ordinance to allow consumer fireworks during the following dates and times: July 3 from 9 a.m. to 10 p.m., July 4 from 9 a.m. to 11 p.m., and December 31 from 9 a.m. through 11:59 p.m. Seconded by Wethal. Jensen clarified that the ordinance applies only to consumer fireworks, while professional displays, such as those conducted by the Dubuque Jaycees and the Dubuque Country Club, are permitted through a separate process. Motion carried 6-0.

City Council then proceeded with the motion to waive the three readings of the ordinance, as amended. Motion carried 6-0.

Motion by Roussell for final consideration and passage of Ordinance No. 23-25 Amending City of Dubuque Code of Ordinances Title 7 Police, Fire, and Public Safety, Chapter 5 Offenses, Article A Section 10 Projectiles, Slingshots, Knuckles of Metal or Other Material, Other Weapons, and Fireworks. Seconded by Wethal. Motion carried 6-0.

**ORDINANCE NO. 23-25**

**AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 7 POLICE, FIRE, AND PUBLIC SAFETY, CHAPTER 5 OFFENSES, ARTICLE A SECTION 10 PROJECTILES, SLINGSHOTS, KNUCKLES OF METAL OR OTHER MATERIAL, OTHER WEAPONS, AND FIREWORKS**

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

Section 1. Section 7-5A-10 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

7-5A-10: PROJECTILES, SLINGSHOTS, KNUCKLES OF METAL OR OTHER MATERIAL, OTHER WEAPONS, AND FIREWORKS:

A. Shooting Projectiles:

1. Prohibition: It shall be unlawful for any person within the corporate limits of the City to willfully or carelessly throw, shoot, or launch any stone, stick, projectile, or other missile in such a manner as to hit, injure, or endanger any person or property.
2. Deer Hunting Excepted: Nothing herein shall prohibit the hunting with bow and arrow of deer by persons licensed by and during the period of time authorized by the Iowa Department of Natural Resources and issued a permit by the City in accordance with the Deer Management Program adopted by the City Manager or City Manager's designee.

B. Slingshots, Knuckles Of Metal Or Other Material, Air Gun, Spring-Loaded Gun, Replica Firearms, And Other Weapons: It shall be unlawful for any person to carry or conceal about their person any slingshot, knuckles of metal or other material, air gun, spring loaded gun, replica firearm represented as a real firearm, or any other weapon other than a knife, when such weapon is represented to be carried for the purpose of protection or use as a weapon.

C. Discharging Firearms:

1. Prohibition: No person shall discharge or fire any cannon, gun, bomb, pistol, air gun, spring loaded gun, or other firearms, or other device containing any explosive. Discharge or firing of air guns or spring loaded guns used for training, recreational, or competitive events is allowed in accordance with section 7-5A-16 of this article.
2. Firing Range Permit: The City Council may, upon application in writing, grant a permit for the operation of a firing range in which the discharge of firearms for training, recreational or competitive events would be allowed upon showing that the range would be under the direction of a competent organization, group or individual.
3. Firearms Used to Control Rodent or Animal Problems: In the interest of public health and safety and at such times as approved by the Chief of Police, the police or their designee may use firearms to control rodent or animal problems when it is evident that conventional control methods have not resolved the problem.
4. Blank Cartridge Use For Shows: Nothing herein shall be construed to prohibit the use of blank cartridges for a show or the theater, or for signal purposes in athletic sports or by railroads, or trucks, for signal purposes, or by a recognized military organization; and provided further, that nothing in this subsection shall apply to any substance or composition prepared and used for medicinal or fumigation purposes.

D. Discharging Fireworks.

1. Definitions: For purposes of this section consumer fireworks, display fireworks, and novelties shall be defined as outlined in Iowa Code §727.2(1) or any subsequent location within the Iowa Code.
2. Novelties shall be allowed year round.
3. Prohibition: No person shall discharge, fire, light, set off, burn, or otherwise use any consumer fireworks, or other device containing any explosive except on the following dates and times and pursuant to the following conditions:
   a. Dates and times:
      i. July 3: 9 a.m. to 10 p.m.
      ii. July 4: 9 a.m. to 11 p.m.
      iii. December 31: 9 a.m. through 11:59 p.m.
   b. Conditions:
      i. Consumer fireworks may only be used on the real property of the person using the consumer fireworks or the real property of a person who has consented to the use of consumer fireworks on such property.
      ii. Consumer fireworks may not be used on any public property, including but not limited to any public street, public right-of-way, sidewalk, park, parkway, trail, or open space.
4. Display Fireworks Permit: The City Council may, upon application in writing, grant a permit for the display and use of display fireworks by any organi-

zation or groups of individuals when such display fireworks will be handled by a competent operator.

5. Penalties: A person violating any provision of subsection D (3) above shall be guilty of a simple misdemeanor and subject to a fine of not less than two hundred fifty dollars ($250.00).

6. Selling Consumer Fireworks Within Corporate City Limits: A person or entity selling consumer fireworks within the corporate City limits must provide the City Fire Department with a copy of the seller's State-issued license to sell consumer fireworks and proof of insurance as required by State Code. A fireworks seller must also display signage on the seller's premises which states that the use of consumer fireworks is prohibited within corporate City limits except as outlined in subsection D (3) above.

Section 2. This Ordinance shall take effect immediately upon publication.

Passed, approved, and adopted this 16th day of June 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

2. Fire Headquarters HVAC Replacement Project - Award Public Improvement Project: Motion by Sprank to receive and file the documents and adopt Resolution No. 230-25 Awarding Public Improvement Contract for the Fire Headquarters HVAC Replacement Project. Seconded by Roussell. Motion carried 6-0.

**RESOLUTION NO. 230-25**
**AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE FIRE HEADQUARTERS HVAC REPLACEMENT PROJECT**

Whereas, sealed proposals have been submitted by contractors for the Fire Headquarters HVAC Replacement Project, (the Project) pursuant to Resolution No. 168-25 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 23rd day of May 2025; and

Whereas, said sealed proposals were opened and read on the 5th day of June 2025 and it has been determined that Giese Sheet Metal Co. Inc. of Dubuque, Iowa, in the bid amount of $451,500.00 is the lowest responsive, responsible bidder for the Project.

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

That a Public Improvement Contract for the Project is hereby awarded to Giese Sheet Metal Co. Inc. and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, approved, and adopted this 16th day of June 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne Breitfelder, City Clerk

3. South Pointe Subdivision Park Plan for Approval: Motion by Roussell to receive and file the documents and approve the South Pointe subdivision park plan provided by Dubuque South Pointe, L.L.C. Seconded by Wethal. Motion carried 6-0.

4. Five Flags Civic Center Agreement Between the City of Dubuque and Global Spectrum, L.P. d/b/a OVG Approval: Motion by Resnick to receive and file the documents and approve the Five Flags Civic Center Management Agreement between the City of Dubuque and Global Spectrum, L.P. d/b/a OVG. Seconded by Sprank. Parks and Recreation Director Marie Ware made a presentation. OVG District Manager Jeremy Huelsing and Grand River Center General Manager Ryan Bonifas also spoke. In response to a question, Ware stated that staff will need to identify which updates will have the greatest impact. Bonifas noted that OVG needs to assess the building in person to fully understand its needs, and Huelsing added that one of OVG's corporate executives will be visiting Dubuque in July to tour the facility. City Council Members expressed enthusiasm for potential updates to the facility and commended OVG's community involvement. Motion carried 6-0.

5. PFAS Litigation: Motion by Roussell to receive and file the documents on a settlement award resulting from PFAS Litigation against 3M. Seconded by Resnick. In response to a question, Water Department Director Chris Lester shared that the initial estimate for a well replacement was $5 million. City Council Members thanked the City Attorney's Office for their work and expressed frustration that cities are left to shoulder the majority of PFAS mitigation costs, despite the issue being caused by private entities. Brumwell noted that while any funds received will help, they will not fully meet the City's mitigation needs. Staff continue to explore ways to maximize available funding. By participating in a class action lawsuit rather than a multi-district litigation, the City can access funds more quickly. Motion carried 6-0.

6. Amending Fiscal Year 2026 Water Rates under City of Dubuque Code of Ordinances: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted

on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. City Council shared it was good news to be able to reduce water rates. Motion carried 6-0.

Motion by Roussell for final consideration and passage of Ordinance No. 24-25 Establishing The City of Dubuque Code of Ordinances Title 13 Public Utilities Chapter 1 Water Use and Service, Article C Rates Section 13-1C-2 Fixing Water Rates for Fire Sprinkler Service and Ordinance No. 25-25 Establishing City of Dubuque Code of Ordinances Title 13 Public Utilities, Chapter 1 Water Use and Service, Article C Rates, Section 13-1C-1(A) Fixing Water Rates for Residential, Commercial, Industrial, and All Other Uses. Seconded by Sprank. Motion carried 6-0.

**ORDINANCE NO. 24-25**
**ESTABLISHING THE CITY OF DUBUQUE CODE OF ORDINANCES TITLE 13 PUBLIC UTILITIES CHAPTER 1 WATER USE AND SERVICE, ARTICLE C RATES SECTION 13-1C-2 FIXING WATER RATES FOR FIRE SPRINKLER SERVICE**

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

Section 1. Section 13-1C-2 of the City of Dubuque Code of Ordinances is hereby unchanged, and shall read as follows:

Section 13-1C-2: Fire Sprinkler Service.

Customers who have fire sprinkler service shall be billed for this service on a monthly basis. The monthly charge shall be as follows:

| Current Number Of Heads | Monthly Charges |
|---|---|
| Up to 200 (minimum) | $32.24 |
| 200-299 | $38.70 |
| 300-399 | $45.06 |
| 400-599 | $51.58 |
| 600-799 | $57.96 |
| 800 -999 | $64.45 |
| 1,000 - 1,199 | $70.92 |
| 1,200 - 1,399 | $77.30 |
| 1,400 - 1,599 | $83.75 |
| 1,600 - 1,799 | $90.21 |
| 1,800 - 1,999 | $96.60 |
| 2,000 - 2,199 | $103.08 |
| 2,200 - 2,399 | $109.51 |
| 2,400 - 2,599 | $115.98 |
| 2,600 - 2,799 | $122.41 |
| 2,800 - 2,900 | $129.02 |
| 3,000 - 3,499 | $135.28 |
| Over 3,500* | $6.43 |

*(for each additional 500 heads or fraction thereof)

Section 2. This Ordinance shall take effect July 1, 2025.

Passed, approved and adopted this 16th day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**ORDINANCE NO. 25-25**
**ESTABLISHING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 13 PUBLIC UTILITIES, CHAPTER 1 WATER USE AND SERVICE, ARTICLE C RATES, SECTION 13-1C-1(A) FIXING WATER RATES FOR RESIDENTIAL, COMMERCIAL, INDUSTRIAL, AND ALL OTHER USES**

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

Section 1. Section 13-1C-1(A) of the City of Dubuque Code of Ordinances, is hereby unchanged, and shall read as follows:

Section 13-1C-1A: Residential, Commercial, Industrial and All Other Uses.

A. Rates Established: The rates to be charged for water for residential, commercial, industrial and all other uses and purposes by any person, firm or corporation within the city shall be based on units of one hundred cubic feet (748 gallons) or per gallon as follows:

| Monthly Consumption (in Hundreds of Cubic Ft.) | Charge per Hundred Cubic Ft. |
|---|---|
| First 30 | $5.30 |
| Next 120 | $4.31 |
| Next 350 | $4.01 |
| Next 500 | $3.53 |
| Over 1,000 | $3.13 |

| Monthly Consumption (in Gls.) | Charge per Gl. |
|---|---|
| First 22,440 | $0.00703 |
| Next 89,760 | $0.00577 |
| Next 261,800 | $0.00537 |
| Next 374,000 | $0.00474 |
| Over 748,000 | $0.00415 |

Rates shall be subject to the following minimum monthly charge according to the size of the meter:

| Meter Size Minimum Charge Inches | Monthly Consumption (In Hundreds of Cubic Ft.) | Monthly Consumption (In Gls.) | Minimum Charge |
|---|---|---|---|
| 5/8 | 2 | 1,496 | $10.52 |
| 3/4 | 5 | 3,740 | $26.31 |
| 1 | 8 | 5,984 | $42.08 |
| 1 1/2 | 26 | 19,448 | $127.69 |
| 2 | 46 | 34,408 | $226.79 |
| 3 | 106 | 79,288 | $485.62 |
| 4 | 168 | 125,664 | $747.71 |
| 6 | 368 | 275,264 | $1,550.70 |
| 8 | 625 | 467,500 | $2,523.97 |

A property owner shall pay a $50.00 disconnect fee for water service that is disconnected by the city for a meter not in service. When a tenant account is subject to disconnection due to delinquency, the tenant shall pay the $50.00 disconnect fee.

A $50.00 service call fee shall be changed to property owners or tenant account for those service calls that are determined to be related to customer negligence.

A $9.61 minimum monthly charge shall be assessed for meters not in service.

Section 2. This Ordinance shall take effect July 1, 2025.

Passed, approved and adopted this 16th day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

7. Request for City Council Ratification of Teamsters Local 120, Mixed, July 1, 2025, Collective Bargaining Agreement (CBA): Motion by Wethal to receive and file the documents and approve ratification of the City of Dubuque/Teamsters Local 120 Mixed (BU-0503 & BU-0229) Collective Bargaining Agreement to become effective July 1, 2025. Seconded by Roussell. Motion carried 6-0.

8. Ordinance Amendment: Civil Service Commission Membership: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Resnick. In response to a question, Breitfelder reviewed the commissioners' terms and confirmed that their responsibilities will remain unchanged as defined by state and city codes. Motion carried 6-0.

Motion by Roussell for final consideration and passage of Ordinance No. 26-25 Amending City of Dubuque Code of Ordinances Title 2 Boards and Commissions, Chapter 2 Civil Service Commission, Sections 2-2-5 Membership And 2-2-7 Terms for the Expansion of the Commission Pursuant to State Law. Seconded by Resnick. Motion carried 6-0.

**ORDINANCE NO. 26-25**
**AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 2 BOARDS AND COMMISSIONS, CHAPTER 2 CIVIL SERVICE COMMISSION, SECTIONS 2-2-5 MEMBERSHIP AND 2-2-7 TERMS FOR THE EXPANSION OF THE COMMISSION PURSUANT TO STATE LAW**

Whereas, the Civil Service Commission is currently composed of three (3) residents; and

Whereas, Governor Kim Reynolds signed Iowa Senate File 311 into law on May 19, 2025, which takes effect on August 16, 2025; and

Whereas, the change in law requires a minimum of five (5) residents to be appointed to the Civil Service Commission.

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

Section 1. Section 2-2-5 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

2-2-5: MEMBERSHIP:

A. Composition: The commission comprises five (5) residents of the city, appointed by the mayor with approval of the city council.

B. Special Qualifications:

1. Commissioners must be citizens of Iowa, eligible electors as defined in the Iowa Code, and may not hold or be a candidate for any office of public trust.

2. The human rights director shall, ex officio, be a member, without vote.

3. Commissioners may not do any of the following:

a. Sell, or in any manner become parties, directly or indirectly, to any contract to furnish supplies, material, or labor to the city unless the sale is made or the contract is awarded by competitive bid in writing, publicly invited and opened.

b. Have an interest, direct or indirect, in any contract or job of work or material or the profits thereof or services to be furnished or performed for the city unless the contract or job is awarded by competitive bid in writing, publicly invited and opened.

Section 2. Section 2-2-7 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

2-2-7: TERMS:

1) Pursuant to state law the Commission is expanded from three (3) residents to five (5) residents effective August 16, 2025. The terms of the existing commissioners shall remain the same. The initial terms for the additional commissioners shall be through April 6, 2027.

2) Following the initial terms for the additional commissioners, any future terms shall be at the standard term length for the commission. The term of office for commissioners is four (4) years or until such commissioner's successor is appointed and qualified.

Section 3. Section 2-2-10 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

2-2-10: MEETINGS:

A. Regular Meetings: The commission meets monthly. When there is no business, there is no obligation to meet.

B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.

C. Open Meetings: All meetings must be called and held in conformance with the Iowa open meetings law.

D. Attendance:

1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.
2. Attendance must be entered upon the minutes of all meetings.

E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.

F. Quorum: Three (3) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution.

Section 4. This Ordinance shall take effect on August 16, 2025.

Passed, approved, and adopted this 16th day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

9. Ordinance Amendment: Mayor and City Council Compensation: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Motion carried 6-0.

Motion by Roussell for final consideration and passage of Ordinance No. 27-25 Amending City of Dubuque Code of Ordinances Title 1 Administration, Chapter 6 Mayor and City Council, Section 2 Compensation. Seconded by Wethal. Motion carried 6-0.

**ORDINANCE NO. 27-25**
**AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 1 ADMINISTRATION, CHAPTER 6 MAYOR AND CITY COUNCIL, SECTION 2 COMPENSATION**

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

Section 1. Section 1-6-2 of the City of Dubuque Code of Ordinances is amended to read as follows:1-6-2: COMPENSATION: Effective January 1, 2026, the compensation for the Mayor shall be fifteen thousand seven hundred thirty-two dollars ($15,732.00) per annum, and the compensation for the City Council members shall be eleven thousand seven hundred ninety-nine dollars ($11,799.00) per annum.

Section 2. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 16th day of June 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

10. July/August 2025 City News Newsletter: Motion by Sprank to receive and file the documents. Seconded by Wethal. Motion carried 6-0.

11. Updated Handout - New Housing Creation: Motion by Resnick to receive and file the documents. Seconded by Sprank. Motion carried 6-0.

12. Work Session Request: Four Mounds Foundation: Motion by Resnick to receive and file the documents and schedule the work session for July 7, 2025, at 6:00 p.m. Seconded by Roussell. Motion carried 6-0.

13. Work Session Request: Dubuque Nature Everywhere: Motion by Resnick to receive and file the documents and schedule the work session for July 21, 2025, at 5:30 p.m. Seconded by Sprank. Motion carried 6-0.

14. Work Session Request: Precision Policing Center: Motion by Resnick to receive and file the documents and schedule the work session for September 8, 2025, at 6:00 p.m. to be held at the Dubuque Law Enforcement Center. Seconded by Roussell. Motion carried 6-0.

**COUNCIL MEMBER REPORTS**

Resnick reported on attending the Juneteenth celebration.

Sprank reported on attending two neighborhood association meetings and the Pride Festival.

Roussell reported on the 30th anniversary of Dubuque and All That Jazz and the Pride Festival.

Wethal reported on attending the Talent Dubuque welcome luncheon and the Juneteenth event.

Farber reported on Dubuque and All That Jazz and University of Dubuque's dance recital.

Cavanagh commented that there are many things to do in Dubuque based on what City Council has shared.

**CLOSED SESSION**

Motion by Roussell to convene in closed session at 9:58 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Resnick. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 6-0.

The City Council reconvened in open session at 10:40 p.m. stating that staff had been given proper direction.

**ADJOURNMENT**

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:40 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 6:00 p.m. on July 7, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on Four Mounds Foundation.

**WORK SESSION**
Four Mounds Foundation

Consultant Ellen Goodmann Miller presented on the work of Four Mounds Foundation. Four Mounds Foundation Program Manager Becky Bodish and Lori Appel, whose child Arica participated in Four Mounds programming, also spoke. In response to questions, Bodish shared the benefits of the programs, the foundation's partnership with the City, and the facility's options for hosting events.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:28 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS REGULAR SESSION OFFICIAL

The Dubuque City Council met in regular session at 6:30 p.m. on July 7, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

## PLEDGE OF ALLEGIANCE

## PRESENTATIONS

1. Governor's Volunteer Award Recognition: Director of Sustainability Gina Bell recognized Jessica Anderschau, Green Iowa AmeriCorps member in the Office of Sustainability, for receiving the Governor's Volunteer Award.

2. Dubuque Area Chamber of Commerce's Chamber Chair Award Recognition: Dubuque Area Chamber of Commerce's President and CEO Molly Grover recognized Airport Director Todd Dalsing for receiving the Chamber Chair Award.

## PROCLAMATIONS

1. Dubuque County Fair Week (July 22 - 27, 2025) was accepted by John Bries and Kevin Kotz on behalf of the Dubuque County Fair Association.

## CONSENT ITEMS

Rousell requested Item No. 9 be held for separate discussion. Wethal requested Item No. 5 be held for separate discussion. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated, except for Item Nos. 5 and 9. Seconded by Farber. Motion carried 7-0.

1. Minutes and Reports Submitted: City Council Proceedings of June 16, 2025; Arts and Cultural Affairs Commission of May 27, 2025; Civil Service Commission of January 17, February 12, March 3, March 12, March 20, and April 9, 2025; Community Development Advisory Commission of May 21, 2025; Historic Preservation Commission of May 15, 2025; Library Board of Trustees Update from May 22, 2025; Park and Recreation Commission of May 21, 2025; Resilient Community Advisory Commission of April 23, 2025; Zoning Advisory Commission of June 4, 2025; Zoning Board of Adjustment from May 22, 2025; Proof of Publication for City Council Proceedings of June 2, 2025. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Cathleen Avenarius for vehicle damage; Craig DeMoss for property damage; Samantha Giglio for vehicle damage; Edward and Carol Marinko for property damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 231-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

### RESOLUTION NO. 231-25 AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES

Whereas, Section 1-7-7(E) of the Municipal Code of the City of Dubuque provides that the Finance Director-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 142-18 adopted May 7, 2018, 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.

Passed, approved, and adopted this 7th day of July 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

4. Acceptance of the Southgate Drive Sanitary Project: Upon motion the documents were received and filed, and Resolution No. 232-25 Accepting the Southgate Drive Sanitary Improvements Project and Authorizing Final Payment to the Contractor was adopted.

**RESOLUTION NO. 232-25**
**ACCEPTING THE SOUTHGATE DRIVE SANITARY IMPROVEMENTS PROJECT AND AUTHORIZING FINAL PAYMENT TO THE CONTRACTOR**

Whereas, the Public Improvement Contract for the Southgate Drive Sanitary Improvements Project (the Project) has been completed by the contractor, Tschiggfrie Excavating (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 $167,092.00; and

Whereas, the Contractor has previously been paid $158,737.59, leaving a balance of $8,354.61; 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 Director of Finance and Budget is hereby directed to pay the balance of the retainage of $8,354.61 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 7th day of July 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Contracted Services Agreements for Fiscal Year 2026: Wethal announced her intent to abstain from voting on Greater Dubuque Development Corporation's (GDDC) Contracted Service Agreement due to her father serving as President and CEO of GDDC. Motion by Jones to receive and file the documents and approve all Contracted Services Agreements except GDDC's. Seconded by Farber. Motion carried 7-0. Motion by Jones to receive and file the documents and approve GDDC's Contracted Service Agreement. Seconded by Farber. Motion carried 6-0 with abstention from Wethal.

6. Contracted Services Agreements Fiscal Year 2026 for Community Foundation of Greater Dubuque Programs: Upon motion the documents were received, filed, and approved.

7. Iowa Department of Transportation PCC Pavement Grade Project Notification Correspondence from Jesse Tibodeau, Assistant District Engineer with the Iowa Department of Transportation (IDOT) notifying the City Council of PCC Pavement grade on US-20 over the Middle Branch Catfish Creek and Chicago, Central and Pacific Railroad. Upon motion the documents were received and filed.

8. 2025 Repair and Maintenance of the Iowa Street Parking Garage Amended Resolution 220-25, Establish New Bid Letting Date: Upon motion the documents were received and filed, and Resolution No. 233-25 Amending Resolution No. 220-25: 2025 Repair and Maintenance of the Iowa Street Parking Garage - Preliminary Approval of Plans, Specifications, Form of Contract, and Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost; and Ordering the Advertisement for Bids was adopted.

**RESOLUTION NO. 233-25**
**AMENDING RESOLUTION NO. 220-25, 2025 REPAIR AND MAINTENANCE OF THE IOWA STREET PARKING GARAGE, 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 City Council on June 16, 2025, adopted Resolution No. 220-25 for the Repair and Maintenance of the Iowa Street Parking Lot; and

Whereas, Resolution No. 220-25 directed the City Engineer to advertise for bids for the construction of the improvements therein 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 set a date for the filing of bids; and

Whereas, the City Council now desires to set a new date for the filing of bids as set forth herein.

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

Section 1. The proposed plans, specifications, form of contract and estimated cost for the 2025 Repair and Maintenance of the Iowa Street Parking Garage in the estimated base bid amount of $4,450,000, are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

Section 2. A public hearing will be held on the 7th day of July, 2025, at 6:30 p.m. in the Historic Federal Building Council Chambers (and/or by virtual means) 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.

Section 3. The 2025 Repair and Maintenance of the Iowa Street Parking Garage is hereby ordered to be advertised for bids for construction.

Section 4. 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.

Section 5. 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 29th day of July 2025. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 4th day of August 2025, in the Historic Federal Building Council Chambers (and/or by virtual means) 350 West 6th Street, Dubuque, Iowa.

Passed, adopted and approved this the 7th day of July 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

9. Signed Contract(s): Roussell announced her intent to abstain voting on the Dubuque Trees Forever Memorandum of Agreement due to her serving on the Dubuque Trees Forever board. Motion by Jones to receive and file the documents and approve the Memorandum of Agreement with Cornerstone Government Affairs, Inc. Seconded by Wethal. Motion carried 7-0. Motion by Jones to receive and file the documents and approve the Memorandum of Agreement with Dubuque Trees Forever. Seconded by Sprank. Motion carried 6-0 with abstention from Roussell.

10. Adoption of Supplement Number 2025 S-16 to the City of Dubuque Code of Ordinances: Upon motion the documents were received and filed, and Resolution No. 234-25 Adopting Supplement No. 2025 S-16 to the Code of Ordinances of the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 234-25**
**ADOPTING SUPPLEMENT NO. 2025 S-16 TO THE CODE OF ORDINANCES OF THE CITY OF DUBUQUE, IOWA**

Whereas, on August 17, 2009, the City Council, pursuant to Ordinance No. 43-09, readopted the Code of Ordinances of the City of Dubuque, Iowa in its entirety; and

Whereas, since August 17, 2009, the City of Dubuque, Iowa has compiled supplements to the Code of Ordinances consisting of all new ordinances and amendments to ordinances; and

Whereas, Section 380.8 of the Code of Iowa provides that supplements, adopted by resolution, become part of the Code of Ordinances; and

Whereas, Code Supplements are prepared by American Legal Publishing of Cincinnati, Ohio and filed in the Office of the City Clerk of the City of Dubuque, Iowa; and

Whereas, the City is aware that Supplement No. 2025 S-16 inadvertently omitted a change from Ordinance No. 5-25, which replaced the definition of “Leisure Services Manager” with “Parks and Recreation Director” in section 10-5B-1, and that this will be corrected in the next supplement.

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

Section 1. That Supplement No. 2025 S-16 to the City of Dubuque Code of Ordinances, which codifies all ordinances through 14-25 as passed by the City Council through April 28, 2025, is hereby adopted, and becomes part of the Code of Ordinances of the City of Dubuque, Iowa.

Passed, approved, and adopted this 7th day of July 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

11. Approval of Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permit Applications: Upon motion the documents were received and filed, and Resolution No. 235-25 was adopted.

**RESOLUTION NO. 235-25**
**APPROVING APPLICATIONS FOR TOBACCO RETAIL, TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, VAPOR PRODUCTS OR DEVICES, AS REQUIRED BY IOWA CODE 453A.47A AND 453E.3**

Whereas, applications for Tobacco/Tobacco Products/Alternative Nicotine Products/Vapor Product s or Device retail s have been submitted and filed with the City Clerk; and

Whereas, the applicants have filed the proper application and fees as required by the Iowa Department of Revenue; and

Whereas, applications are presented to City Council for approval.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued the following named applicants and locations for a Cigarette/Device/Tobacco/Nicotine/Vapor product or retail device effective July 1, 2025, to June 30, 2026.

Business Name, Business Address, Permit Type

Dubuque Tobacco & Grocery, 1248 Iowa St., Device Retailer
EZ Stop II, 700 Rhomberg Ave., Retail Tobacco
BP Fuel, 1450 Loras Blvd., Retail Tobacco

Passed, approved, and adopted this 7th day of July 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**ITEMS SET FOR PUBLIC HEARING**

Motion by Sprank to receive and file the documents, adopt the resolution, and set the public hearing for July 21, 2025. Seconded by Wethal. Motion carried 7-0.

1. 2025 Maintenance Dredging Project - Initiate Public Improvement Bidding Process: Upon motion the documents were received and filed and Resolution No. 236-25 2025 Maintenance Dredging Project: Preliminary Approval of Plans, Specifications, Form of Contract, and Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost; and Ordering the Advertisement for Bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on July 21, 2025 in the Historic Federal Building.

**RESOLUTION NO. 236-25**
**2025 MAINTENANCE DREDGING 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**

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

Section 1. The proposed plans, specifications, form of contract and estimated cost for the 2025 Maintenance Dredging Project in the estimated amount $270,100.00, are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

Section 2. A public hearing will be held on the 21st day of July, 2025, at 6:30 p.m. in the Historic Federal Building Council Chambers 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the attached notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

Section 3. The 2025 Maintenance Dredging Project is hereby ordered to be advertised for bids for construction.

Section 4. 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.

Section 5. 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 24th day of July 2025. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 4th day of August 2025, in the Historic Federal Building Council Chambers (and/or by virtual means) 350 West 6th Street, Dubuque, Iowa.

Passed, approved and adopted this 7th day of July 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**BOARDS/COMMISSIONS**

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

1. Transit Advisory Board: One, 3-Year term through July 30, 2028 (Vacant term of Gerdemann). Applicant: Alex Kruse, 3578 Keymont Dr.

Appointments were made to the following boards/commissions.

1. Arts and Cultural Affairs Advisory Commission: One, 3-Year term through June 30, 2028. (Expiring Business Professional - lives or works in the cultural and entertainment district term of Hefel). Applicants: Nick Halder, 876 S. Grandview Ave.; Aaron Hefel, 515 1/2 West 8th St.; Sarah Ndagire, 1536 Kehl Ct. Upon roll call vote, Halder was appointed to the term. Hefel received 2 votes (Wethal and Cavanagh), and Halder received the remaining votes.

2. Historic Preservation Commission: One, 3-Year term through July 1, 2028 (Expiring Jackson Park District term of Esser). Applicant: Janice Esser, 1072 Locust St. Motion by Jones to appoint Esser to the term. Seconded by Sprank. Motion carried 7-0.

3. Transit Advisory Board: One, 3-Year term through July 30, 2027 (Vacant term of Esser). Applicant: Gary Wernimont, 736 University Ave. Wernimont was not appointed because no motion was made.

**PUBLIC HEARINGS**

1. Hold a Public Hearing for Adopting the Public Housing Authority (PHA) Annual Plan: Motion by Resnick to receive and file the documents and adopt Resolution No. 237-25 Authorizing the Mayor to Execute the Certification by State or Local Office of Public Housing Agency (PHA) Plan's Consistency with the Consolidated Plan and Approval of the PHA Federal Fiscal Year 2025 Annual Plan. Seconded by Wethal. In response to questions, Assistant City Manager and Interim Housing Director Cori Burbach summarized the purpose of the plan. While the plan is presented to the City Council through the annual budget process, its budget shifts each federal fiscal year. The budget can be verified at a later date. Motion carried 7-0.

**RESOLUTION NO. 237-25**
**AUTHORIZING THE MAYOR TO EXECUTE THE CERTIFICATION BY STATE OR LOCAL OFFICE OF PUBLIC HOUSING AGENCY (PHA) PLAN'S CONSISTENCY WITH THE CONSOLIDATED PLAN AND APPROVAL OF THE PHA FEDERAL FISCAL YEAR 2025 ANNUAL PLAN**

Whereas, the U.S. Department of Housing and Urban Development requires submission of the Public Housing Agency (PHA) Plan on an annual basis; and

Whereas, the U.S. Department of Housing and Urban Development requires Certification of the PHA Plan's Consistency with the Consolidated Plan; and

Whereas, the Resident Advisory Board held a public meeting to review the Annual Plan on May 28, 2025; and

Whereas, the City Council held a public hearing to receive comment on the proposed Public Housing Authority Federal Fiscal Year 2025 Annual Plan on July 7, 2025.

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

Section 1: That the Mayor is hereby authorized and directed to certify the PHA Federal Fiscal Year 2025 Annual Plan's Consistency with the Consolidated Plan; and

Section 2: That the Acting Director of Housing and Community Development is hereby authorized to submit the PHA Annual Plan and the Certification as required by the U.S. Department of Housing and Urban Development.

Passed, approved and adopted this 7th day of July 2025.

Brad M Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

2. Petition to Vacate Certain Street and Alley Right of Way Easements in Julien Addition, in the City of Dubuque, Iowa For Vacating Petition from Elaine Reiss and Doug Blong: Motion by Sprank to receive and file the documents and adopt Resolution No. 238-25 Vacating Certain Street and Alley

Easements in Julien Addition, City of Dubuque, Iowa and No. 239-25 Disposing of City Interest in Certain Street and Alley Easements in Julien Addition, City of Dubuque, Iowa. Seconded by Wethal. After a point of order was made by Jones on whether the motion included adopting both resolutions, Cavanagh confirmed the motion covered both. Motion carried 7-0.

**RESOLUTION NO. 238-25**
**VACATING CERTAIN STREET AND ALLEY EASEMENTS IN JULIEN ADDITION, CITY OF DUBUQUE, IOWA**

Whereas, in circa 1865 the Final Plat of Julien Addition in the City of Dubuque, Iowa, was recorded in page Q-76 of Deeds in the Dubuque County Recorder's Office; and

Whereas, upon said plat the owners dedicated the streets and alley right of ways as shown on said plat to the public. Said plat grants to the public easements for street purposes only and specifies that the fee ownership of the lands under the streets belongs to the adjacent lot owners; and

Whereas, Elaine Reiss and Doug Blong (Reiss and Blong) are the owners of the following real estate in the Julien Addition in the City of Dubuque, Iowa:

Lot 1 Reiss-Blong Place; Lots 173 thru 178, Lots 191 thru 198, 209 thru 216, Lots 201, 202, 205 & 206 all in Julien Addition; and

Lot 1 Petrick Place; Lots 127 thru 130, Lots 145 thru 154, Lots 159 thru 168 & Lots 179 thru 182 all in Julien Addition; and

Whereas, Reiss and Blong have petitioned the City to vacate and dispose of its interest in said street and alley right of way easements adjacent to their property described above as shown on the attached Exhibit A and as more particularly described in the attached Exhibit B; 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 June 2025, the City Council of the City of Dubuque, Iowa met on the 7th day of July 2025, 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 request to vacate; and

Whereas, the City Council of the City of Dubuque, Iowa overruled any and all objections, oral or written to the request to vacate; and

Whereas, the City Council of the City of Dubuque, Iowa, has determined that the proposed vacation of the street and alley right of way easements as shown on the attached Exhibit A and as more particularly described in the attached Exhibit B, in Julien Addition in the City of Dubuque, Iowa should be approved.

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

Section 1. That street and alley right of way easements as shown on the attached Exhibit A and as more particularly described in the attached Exhibit B, in Julien Addition in the City of Dubuque, Iowa, be and the same are hereby vacated.

Passed, approved and adopted this 7th day of July 2025

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. 239-25**
**DISPOSING OF CITY INTEREST IN CERTAIN STREET AND ALLEY EASEMENTS IN JULIEN ADDITION, CITY OF DUBUQUE, IOWA**

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 June 2025, the City Council of the City of Dubuque, Iowa met by virtual means on the 7th day of July, 2025, 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 disposal of:

Certain street and alley right of way easements as shown on the attached Exhibit A and as more particularly described in the attached Exhibit B, in Julien Addition in the City of Dubuque, Iowa

Whereas, the City Council of the City of Dubuque, Iowa overruled any and all objections, oral or written to the proposal to dispose of such real estate.

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

Section 1. That the disposal of City of Dubuque real property described as shown on the attached Exhibit A and as more particularly described in the attached Exhibit B, in Julien Addition in the City of Dubuque, Iowa, be and the same is hereby approved.

Section 2. That the City Clerk be and is hereby authorized and directed to record a certified copy of this resolution in the offices of the City Assessor, Dubuque County Recorder and Dubuque County Auditor.

Passed, approved and adopted this 7th day of July 2025

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Rebid 2025 Repair and Maintenance of the Iowa Street Parking Garage Public Hearing: Motion by Wethal to receive and file the documents and adopt Resolution No. 240-25 Approval of Plans, Specifications, Form of Contract, and Estimated Cost for the 2025 Repair and Maintenance of the Iowa Street Parking Garage. Seconded by Jones. Project Manager Jim Bousley summarized the project timeline. City Council Members thanked city staff for rebidding the project quickly. Motion carried 7-0.

**RESOLUTION NO. 240-25**
**APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR THE 2025 REPAIR AND MAINTENANCE OF THE IOWA STREET PARKING GARAGE**

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

That the plans, specifications, form of contract and cost for the 2025 Repair and Maintenance of the Iowa Street Parking Garage Project in the estimated amount $4,450,000.00, are hereby approved.

Passed, approved and adopted this 7th day of July 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**PUBLIC INPUT**

Paul Uzel, 61 N. Algona, spoke about his desire for the City Council to take action in support of Dubuque's immigrant community.

**ACTION ITEMS**

1. Parks and Recreation Title 10 Chapter 5 Ordinance Amendment Recommendation: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Roussell. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 28-25 Amending City of Dubuque Code of Ordinances Title 10 Public Ways and Property, Chapter 5 Parks and Recreation, Article B. Use Regulations, Section 13 Climbing on Fences, Roofs, Section 22 Open Season and Hours Generally, and Article C Section 1 Specific Park Areas, Open Spaces, and Trails Described. Seconded by Roussell. Motion carried 7-0.

**ORDINANCE NO. 28-25**
**AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 10 PUBLIC WAYS AND PROPERTY, CHAPTER 5 PARKS AND RECREATION, ARTICLE B. USE REGULATIONS, SECTION 13 CLIMBING ON FENCES, ROOFS, SECTION 22 OPEN SEASON AND HOURS GENERALLY, AND ARTICLE C SECTION 1 SPECIFIC PARK AREAS, OPEN SPACES, AND TRAILS DESCRIBED**

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

Section 1. Title 10 Public Ways and Property of the City of Dubuque Code of Ordinances is amended to read as follows:

10-5B-13: CLIMBING ON FENCES, ROOFS: No person shall climb, damage, tamper with, stand or sit on any fence, rail or any other structure not intended for such use in any park, parkway, trail, or open space. The climbing of buildings and going onto roofs, either with ladders or from the inside of the buildings through the windows or any other way is forbidden. (Ord. 11-14, 2-3-2014)

. . . .

10-5B-22: PARK HOURS:

A. For the purpose of this section except as noted below all city parks are open to the public from seven o'clock (7:00) A.M. to ten o'clock (10:00) P.M daily, unless an alternate schedule or deviated schedule has been approved by the Parks and Recreation Director to meet operational needs, through the special events permit application process, or as conditioned by a City rental reservation. No person shall enter or remain in any park, parkway, trail, open space, or park and recreation facility other than during the hours designated in this section or authorized by the Parks and Recreation Director, an approved special event permit, City rental reservation, or Parks and Recreation Department sponsored program or activity

B. For the purposes of this section, the regular park season shall mean from the first Saturday in May through the fourth Sunday of October. The regular park season is when restrooms and other park amenities are de-winterized for the spring-fall season, become available for public use, and pavilions can be reserved.

C. Eagle Point Park, Flora Park and Louis Murphy Park shall be open for use by the public from seven o'clock (7:00) A.M. to ten o'clock (10:00) P.M. Sunday through Thursday, and from seven o'clock (7:00) A.M. to eleven o'clock (11:00) P.M. Friday and Saturday during the regular park season.

D. Marshall Park and the public use area of Franklin Delano Roosevelt Park

shall be open to the general public from seven o'clock (7:00) A.M. to sunset daily during the regular park season.

E. Gerald "Red" McAleece Park and Recreation Complex shall be open for use by the public from seven o'clock (7:00) A.M. to twelve o'clock (12:00), midnight, March through November.

F. Bunker Hill Golf Course shall be open for use by the public from seven o'clock (7:00) A.M. to eleven o'clock (11:00) P.M. daily, March through November, unless posted otherwise for operational needs.

G. Flora Park Swimming Pool and Nicholas J. Sutton Swimming Pool shall be open for use by the public as determined on an annual basis based on operational capacity. Hours and dates of operation shall be posted and publicized in advance of pool season. The City reserves the right to modify the hours and dates of operations as needed over the course of the summer.

H. Miller-Riverview Park shall be open for use by the public from seven o'clock (7:00) A.M. until ten o'clock (10:00) P.M. daily, and only registered campers shall be permitted in the area at all other hours.

I. The Pet Park shall be open from eight o'clock (8:00) A.M. until eight o'clock (8:00) P.M. daily.

J. The City Manager shall have the authority to close any or all parks, parkways, trails, open spaces, park and recreation facilities, park roadways and park parking lots before scheduled closing hours at times it is deemed necessary for operational needs or in the interest and safety of the public.

K. The following parks shall be open for use by the public twenty-four (24) hours per day:

- Alliant Energy Amphitheater
- American Trust River's Edge Plaza
- Bee Branch Creek Greenway
- Granger Creek Nature Trail
- Heritage Trail
- Jaycee Trail
- Northwest Arterial Trail
- Port of Dubuque Riverwalk Trail
- Powerline Trail
- Southern Levy Trail

L. Camping is authorized in Miller-Riverview Park in accordance with City policies and procedures. Camping is prohibited in all other parks, parkways, trails, and open spaces unless approved, in writing by the City Manager or through a special events permit issued under chapter 4 of this title.

. . . .

10-5C-1: SPECIFIC PARK AREAS, OPEN SPACES, AND TRAILS DESCRIBED: Park descriptions for parks, open space descriptions for open spaces and trail descriptions for trails will be reviewed on a periodic basis and added, deleted and amended as necessary. Enforcement of use regulations will not be contingent on parks, open spaces, and trails being specifically listed in this section.

The following described parcels of real estate are and will be used for public park purposes and will continue to be known as set forth below and placed under the jurisdiction of the Park and Recreation Advisory Commission:

A.Y. McDonald Park: Blocks 1, 2, 3, 4 and 5 in River Front Subdivision No. 3.

Alliant Energy Amphitheater: The area of the Port of Dubuque west of the Port of Dubuque Riverwalk Trail, south of the railroad tracks, east of Bell Street, and adjacent to the former Dubuque Star Brewery.

Allison-Henderson Park: Lots 1, 18, 19, 20, 21 and 22 of Pinehurst Subdivision in the city of Dubuque, Iowa.

American Trust River's Edge Plaza: That area, including the flat area, steps and ramp, outside the floodwall at the Port of Dubuque at the south end of the Port of Dubuque Riverwalk Trail.

Avon Park: Lots 6 through 10 of Mary Ann McDaniel's Subdivision of parts of Lots 823 and 824 of A. McDaniel's Subdivision in the city of Dubuque, Iowa.

Bee Branch Creek Greenway: The park area surrounding the 16th Street detention basin and paralleling the day lighted Bee Branch Creek.

Bunker Hill Golf Course: Part of Lot 2 in Highland Farms Addition; Lot 16 in Pfohl's Subdivision; Mineral Lots 189, 200, 201, 202, 210, 270, 336 and 370, and parts of Mineral Lots 190, 265 and 340, all in the city of Dubuque, Iowa.

Burden Park: Lot 1 of Lot 1 of Lot 3 northeast quarter, Section 13, Township 89 North, Range 2 East in the city of Dubuque, Iowa.

Caledonia Park: Lot 38 of Kelly's Subdivision in the city of Dubuque, Iowa.

Cancer Survivor Park: Lot 21 and 22 of the Finley Home Addition.

Center Grove open space: East one fourth of City Lot 500.

Cleveland Park: South two-thirds of city Lot 695 and Lots 35, 36, 37 and east 20 feet of Lot 38 of Union Addition in the city of Dubuque, Iowa.

Comiskey Park: Lots 1 through 23, Lots 24 through 46 and the intervening alley in Boulevard Addition of the city of Dubuque, Iowa.

Creek Wood Park: Lot 2 of Timber-Hyrst Place #2 in the City of Dubuque.

E.B. Lyons Prairie/Woodland Preserve: A. Lots 2 and 3 of the northeast one-quarter of the southeast one-quarter of section 1, township 88 north, range 2 east of 5th PM; Lots 2 and 3 of the northwest one-quarter of the southwest one-quarter, Lots 2 and 3 of the northeast one-quarter of the southwest one-quarter, and Lot 2 of Lot 1 of the southwest one-quarter of the southwest one-quarter; of section 6, township 88 north, range 3 east of the 5th PM in Dubuque County, Iowa, according to the respective recorded plats thereof. Lot 1 JQ Acres in Section 1, Table Mound Township, Dubuque County, Iowa; Lot 1 of the NW ¼ of the SW1/4 and the SW ¼ of the NW ¼ of Section 6, Township 88 North, Range East of the 5th P.M., Dubuque County, Iowa according to the United States Government Survey and the recorded plats thereof. Such real estate shall be known, called and named as the "E.B. Lyons Prairie/Woodland Preserve" and accordingly such real estate is so permanently named.

Eagle Point Park and Ham House Museum: Lot 1 through Lot 7 in Berendes Subdivision; Lot 2 in Chris Braun's Place; Lot 1 of Lot 1 of Lot 2 of Lot 2A in Clark's Subdivision; Lot 2 of Lot 1, Lot 2 of Lot 1 of Lot 1, and Lot 2 in Eagle Point View; Lot 2 of Lot 6, Lot 2 of Lot 1 of Lot 6, and Lot 107 through Lot 124 in Fountain Hill Resubdivisions; Lot 529 through Lot 534 in Ham's Addition; Lot 503 through Lot 515 in Ham's Addition (Eagle Point); Lot 2 of Lot 221, Lot 1 of Lot 222, Lot 223 and Lot 224 in Julien Addition; Lot 1 of Lot 6 in Katherine Place; Lot 2 of Lot 1 of Lot 1 of Lot 1 in Potter Place; Lot 1 through Lot 10 in Potter's Shiras Avenue Place; Lot 1 of Lot 2 of Lot 2 of Lot 3 and Lot 2 of Lot 3 in Shiras Subdivision; and parts of Mineral Lots 305A, 308, 309A, 310, 311 and 312, all in the city of Dubuque, Iowa.

Eagle Valley Park: Lot C of Block 3 of Eagle Valley Subdivision.

Elmwood Green Park: Lot 2-2-2 of Mineral Lot 349 in the city of Dubuque, Iowa.

English Ridge Park: Lot A and Lot K English Ridge Subdivision.

Falk Park: Lot 23 in Falks Subdivision in the city of Dubuque, Iowa.

Flat Iron Park: A triangularly shaped area bounded on the easterly side by Main Street, on the southerly side by Jones Street and on the westerly side by Shields Street.

Flora Park: Except for the appurtenant easements of right of way and a strip along Pennsylvania Street twenty feet (20') in width, the following real estate in the west end of the city:

Sylvester Place: Lot 1 of 4 of Mineral Lot 260; Lot 2 of 1 of 2 of 4 of Mineral Lot 260; Lot 2 of 2 of 4 of Mineral Lot 260; Lot 2 of 2 of Mineral Lot 259; Lot 1 of 2 of Mineral Lot 259; Lot 1 of 1 of 1 of 1 of 1 of 2 of J.P. Metel's Subdivision.

Four Mounds: Lot 1 of Lot 1 of Lot 2 of Lot 1 of Lot 1, and Lot 1 of Lot 1 of Lot 2 of Lot 1, both of the Subdivision of: "Lot 1 of Lot 7 of the southwest one-quarter of Section 1, the southwest one-quarter of the northwest one-quarter of Section 1 and Government Lot 1 (or Mineral Lot 331) of Section 1, Township 89 North, Range 2 East of the fifth P.M.". Lot 2 of the northwest one-quarter of the northwest one-quarter of Section 1, Township 89 North, Range 2 East of the fifth P.M., all in the city of Dubuque, Iowa, and Lot 16 of "John Deere Dubuque Tractor Works" in Dubuque Township, and Lot 2 of Lot 1 of Lot 1 of Lot 2 of Lot 2 of Section 2, both in Township 89 North, Range 2 East of the fifth P.M., according to the United States Government Survey and the recorded plats thereof, subject to easements of record.

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 P.M. 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.

Gay Park: Lot 1 of Lot 1 of Lot 1 of Lot 1 of Lot 1 of Lot 1 in Young Primrose Place and Lots 3 and 4 in Grommersch Place, all in the city of Dubuque, Iowa.

Gerald "Red" McAleece Park And Recreation Complex: Those portions of Mineral Lots 294, 295, Lots 1 and 2 of 296, 297, 298, 299 and 300 and Government Lot 1, located in Sections 17, 18, 19 and 20, Township 89 North, Range 3 East in the city of Dubuque, Dubuque County, Iowa, and bounded by Lake Peosta Channel and the Mississippi River.

Granger Creek Nature Trail: Area surrounding Dubuque Technology Park at corner of Highways 151/61 and Lake Eleanor Road.

Grant Park: A triangularly shaped area bounded on the easterly side by Locust Street, on the westerly side by Bluff Street, and on the southerly side by Fifteenth Street.

Harvest View Park: Lot A of Harvest View Estates First Addition.

Heritage Trail: A linear piece of property from 22nd to 32nd Streets along Elm Street, in the city of Dubuque, Iowa.

Hillcrest Park: Lot 1 of Lot 4 of Mineral Lot 261 in the city of Dubuque, Iowa.

Hilltop Park: West one-half of Lot 1 of the south one-third of Lots 34 and 35; west 127 feet and 6 inches of Lot 1 of Lot 2 of the south one-third of Lots 34 and 35; west one-half of Lot 2 of Lot 2 of the south one-third of Lots 34 and 35; west one- half of the north one-half of Lot 36; west one-half of the south one-half of Lot 36; west one-half of Lot 2 of Lot 37; Lot 1 of Lot 1 of Lot 37; Lot 2 of Lot 2 of Lot 1 of Lot 37 all in Kelly's Subdivision in the city of Dubuque, Iowa.

Jackson Park: An area bounded on the westerly side by Main Street, on the southerly side by Fifteenth Street, on the easterly side by Iowa Street and on the northerly side by the south property line of city Lot 746 of the original township, all in the city of Dubuque, Iowa.

Jaycee Trail: A linear trail area paralleling the Peosta Channel from AY McDonald park to Pyatigorsk park.

Jefferson Park: Lots 38, 39, 40 and east 21 feet of Lot 41 of Farley's Subdivision in the city of Dubuque, Iowa.

John G. Bergfeld Recreation Area: Lot C of the Dubuque Industrial Center West.

Louis Murphy Park: That part of Lots 1, 2 and 4 of Mineral Lot 37 lying southerly of Highway 61; that part of Lots 1, 2, 3, 4 and 5 of O'Connor's Subdivision lying southerly of Highway 61; westerly 42 feet of Lot 2 and the westerly 42 feet of Lot 2 of Lot 15 in Summer Hill Addition; Lots 14, 15, 16 and 17 in Rowan's Addition; Lot 1 of Lot 1 of the subdivision of Mineral Lot 36A; Lot 1 of Lot 2 of Mineral Lot 38; and that part of Lot 6 and all of Lots 7, 8, 9, 10, 11, 12 and 13 lying easterly of Highway 61, all in the city of Dubuque, Iowa.

Madison Park: Lots 32, 33, and 34 of the Subdivision of Lots 676 and 677 in L.H. Langworthy Addition; Lot 5 of the Subdivision of Lot 674 in L.H. Langworthy Addition; Lot 1 of Lot 2 of the Subdivision of Lots 676 and 677 in L.H. Langworthy Addition; Lot 3 of Lot 3 of the Subdivision of Lots 676 and 677 in L.H. Langworthy Addition; and two (2) unnumbered Lots lying between Lots 677 and 678 in L.H. Langworthy Addition, all in the city of Dubuque, Iowa.

Marna Ridge Children's Forest: Lot A of Lot B, Block 1 of Marna Ridge Estates 2, as comprised of Mildreds Addition in the city of Dubuque, Iowa.

Marshall Park: Northwest one-quarter of the southeast one- quarter of the southwest one-quarter of Section 10, Township 89 North, Range 2 East of the fifth P.M. according to the United States Government Survey thereof, and the southwest quarter of the southwest quarter of Section 10, Township 89 North, Range 2 East of the fifth P.M. according to the United States Government Survey thereof, also right-of-way over the westerly 20 feet of Lot 1 of the subdivision of Lot 1 of 1 of 1 of Mineral Lot 390, Lot 2 of 1 of Mineral Lot 386 and Lot 2 of Mineral Lot 380 according to the recorded plats thereof, all in the city of Dubuque, Iowa.

Maus Park: Lot 1-1-1 of Mineral Lot 38, Lot 2 of Section 31, Township 89 North, Range 2 East of Lands Part of Moore's Mill Slough Township 89 North, Range 2 East Part of Moore's Mill Slough in Section 31 and Section 36, Township 89 North, Range 2 East and Lot 1 Mount Carmel Subdivision.

Medical Associates Greenbelt: Lot 11 of Medical Associates Subdivision in the city of Dubuque, Iowa.

Miller-Riverview Park: That part of Chaplain Schmitt Memorial Island located northerly of the Dubuque greyhound racing facility and easterly of the wetlands area extending easterly an average of approximately four hundred (400) feet more or less to the Mississippi River.

Nicholas J. Sutton Swimming Pool: Part of Lots 44, 45, 46, 47, 48, 331, 332 and 333 in Ham's Addition; that part of vacated Garfield Avenue lying adjacent to Lots 45, 46, 331 and 332 in Ham's Addition; that part of vacated Summer Street lying adjacent to Lots 44, 45, 46, 47, 48, 331, 332 and 333 in Ham's Addition; and that part of the vacated alley lying adjacent to Lots 46 and 47 in Ham's Addition, all in the city of Dubuque, Iowa.

Northwest Arterial Trail: A linear trail in the IDOT right of way paralleling the

Northwest Arterial.

Oakwood Park: Lot 2 Oakwood Park Subdivision and Lot 1 of Lot 1 of Lot 1 of Heim Subdivision, both in the city of Dubuque, Iowa.

Park Tree Farm: Lots 503 and 515 in Ham's Addition of the city of Dubuque, Iowa.

Pet Park: Area on North Grandview Avenue, east of the Bunker Hill golf course and south of the water department pumping station.

Pinard Park: Lots 138, 139 and 140 in Glendale Addition No. 2 in the city of Dubuque, Iowa.

Port Of Dubuque Marina: That part of the Port of Dubuque that serves as the Marina bordered by the Ice Harbor.

Port Of Dubuque Riverwalk Trail: A linear trail area paralleling the Mississippi River and Ice Harbor in the Port of Dubuque.

Powerline Trail: A linear trail running from Grandview Avenue near Murphy Park to Julien Dubuque Drive.

Pyatigorsk Park: Area located at the northeast corner of Sixteenth Street and Kerper Boulevard, west of the Jaycees trail and south of the Highway 151 Bridge.

Riley Park: Lot E of Crescent Heights Subdivision.

Rustic Point Park: Lot K Rustic Point Estates #2.

Rocco Buda Jr. Park: Lot 1 of 1 of 1 of 810 A. McDaniels Subdivision.

Southern Levy Trail: A linear trail running on the Southern Levy along the Mississippi River south of Highway 20.

Southern Park: Beginning at the NW Corner of Lot 1 of said John Breakey's Addition; thence S46°223/4'W, 315.98 ft., along the Northwesterly line of said John Breakey's Addition; thence S81°011/4'W, 12.72 ft.; thence S38°473/4'E, 64.04 ft.; thence S51°121/4'W, 46.36 ft.; thence N38°473/4'W, 78.87 ft.; thence S68°573/4'W, 111.56 ft.; thence S35°45'W, 84.25 ft.; thence S42°39'E, 218.28 ft.

Teddy Bear Park: Lot 1 of Block 19, Sunnyslopes Estates in the city of Dubuque, Iowa.

Trolley Line Trail: A linear trail running from Mathia S Ham House to welcome area at entry of Eagle Point Park and a part of Eagle Point park.

Usha Park: Lot 1 of Lot 2 of Lot 1 of Byrne's Subdivision in the city of Dubuque, Iowa.

Valentine Park: Lot 1 of the Subdivision of Lot 1 of Lot 1 of Lot 1 of McLean Heights and Lot 4 in Block 2 of Marna Ridge Estates 2 in the city of Dubuque, Iowa and Lot 1 of Roepsch Place No. 2.

Valley High Park: Lot 2 of Lot 1 of Lot 1 of Lot 1 in Mineral Lot 337 and Lot 5 in Wiegand's Subdivision, all in the city of Dubuque, Iowa.

Veterans Memorial Park: Lot 2 of Mineral Lot 382, Lots 1 and 2 of Lot 1 of Mineral Lot 383, Mineral Lot 384 and part of Lot 1 of Lot 1 of Lot 2 of Mineral Lot 385 lying south of Thirty Second Street, all in the city of Dubuque, Iowa.

Waller-Cooper Park: Lots 26, 27 and 28 in Cooper Heights Addition in the city of Dubuque, Iowa.

Washington Park: An area bounded on the northerly side by West Seventh Street, on the westerly side by Bluff Street, on the southerly side by West Sixth Street, and on the easterly side by Locust Street.

Welu Park: Lot 22 of Sunset Park Eighth Addition to the city of Dubuque, Iowa.

Westbrook Park: Approximately three (3) acres within Lot A, Block 1 of Westbrook Subdivision.

Section 2. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 7th day of July 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

2. Recommendation to Update Human Rights Ordinance, Title 8: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Motion carried 7-0. Motion by Roussell for final consideration and passage of Ordinance No. 29-25 Amending City of Dubuque Code of Ordinances Title 8 Equity and Human Rights by Repealing Title 8 Equity and Human Rights and Adopting in Lieu Thereof a New Title 8 Human Rights. Seconded by Wethal. Motion carried 5-2 with Jones and Sprank voting nay.

**ORDINANCE NO. 29-25**

**AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 8 EQUITY AND HUMAN RIGHTS BY REPEALING TITLE 8 EQUITY AND HUMAN RIGHTS AND ADOPTING IN LIEU THEREOF A NEW TITLE 8 HUMAN RIGHTS**

Whereas, Iowa Senate File 311 was signed into law on May 19, 2025; and

Whereas, the State law becomes effective August 16, 2025, requiring the repeal of Title 8 Equity and Human Rights and adoption of

the new Title 8 Human Rights.

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

8-1-1: DEFINITIONS: When used in this title, the following terms shall have the meanings ascribed herein unless the context otherwise requires:

AUXILIARY AIDS AND SERVICES:

A. Qualified interpreters or other effective methods of making aurally delivered materials available to individuals with hearing impairments.

B. Qualified readers, taped texts, or other effective methods of making visually delivered materials available to individuals with visual impairments.

C. Acquisition or modification of equipment or devices.

D. Other similar services and actions.

COMMISSION: The Dubuque human rights commission created by chapter 2 of this title.

COURT: The Iowa district court in and for Dubuque County.

COVERED ENTITY: An employer, employment agency, labor organization, or joint labor management committee.

DIRECT THREAT: A significant risk to the health or safety of others that cannot be eliminated by reasonable accommodation.

DISABILITY: With respect to an individual:

A. A physical or mental impairment that substantially limits one or more major life activities of such individual and the condition of a person with a positive human immunodeficiency virus test result, a diagnosis of acquired immune deficiency syndrome, a diagnosis of acquired immune deficiency syndrome related complex, or any other condition related to acquired immune deficiency syndrome. The inclusion of a condition related to a positive human immunodeficiency virus test results, in the meaning of "disability" under the provisions of this title, does not preclude the application of the provisions of this title to conditions resulting from other contagious or infectious diseases.

As described, major life activities:

1. Include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

2. Also include the operation of a major bodily function, including, but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.

B. A record of such an impairment.

C. Being regarded as having such an impairment, as described:

1. An individual meets the requirement of being regarded as having such an impairment if the individual establishes that he or she has been subjected to an action prohibited under this title because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.

2. This provision shall not apply to impairments that are transitory and minor. A "transitory impairment" is an impairment with an actual or expected duration of six (6) months or less.

D. The definition of "disability" shall be construed in accordance with the following:

1. In favor of broad coverage of individuals under this title, to the maximum extent permitted by the terms of this title.

2. "Substantially limits" shall be interpreted consistently with the findings and purposes of the ADA amendments act of 2008.

3. An impairment that substantially limits one major life activity need not limit other major life activities in order to be considered a disability.

4. An impairment that is episodic or in remission is a disability if it would substantially limit a major life activity when active.

5. a. The determination of whether an impairment substantially limits a major life activity shall be made without regard to the ameliorative effects of mitigating measures such as:

(1) Medication, medical supplies, equipment, appliances, low vision devices (which do not include ordinary eyeglasses or contact lenses), prosthetics including limbs and devices, hearing aids and cochlear implants or other implantable hearing devices, mobility devices, or oxygen therapy equipment and supplies.

(2) Use of assistive technology.

(3) Reasonable accommodations or auxiliary aids or services.

(4) Learned behavioral or adaptive neurological modifications.

b. The ameliorative effects of the mitigating measures of ordinary eyeglasses or contact lenses shall be considered in determining whether an impairment substantially limits a major life activity.

c. As used in this section:

(1) "Ordinary eyeglasses" or "contact lenses" means lenses that are intended to fully correct visual acuity or

eliminate refractive error.

(2) "Low vision devices" means devices that magnify, enhance, or otherwise augment a visual image.

DRUG: A controlled substance, as defined in the code of Iowa.

EMPLOYEE: An individual employed by an employer.

EMPLOYER: The state or any political subdivision, board, commission, department, institution, or school district thereof, and every other person employing employees within the state.

EMPLOYMENT AGENCY: Any person undertaking to procure employees or opportunities to work for any other person or any person holding such person or itself to be equipped to do so.

FAMILIAL STATUS:

A. One or more individuals who have not attained the age of eighteen (18) years being domiciled with:

1. A parent or other person having legal custody of such individual or individuals.

2. The designee of such parent or other person having such custody, with the written permission of such parent or other person.

B. The protections afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of eighteen (18) years.

LABOR ORGANIZATION: Any organization which exists for the purpose, in whole or in part, of collective bargaining, dealing with employees concerning grievances, terms, or conditions of employment, or other mutual aid or protection in connection with employment.

PERSON: An individual, partnership, association, corporation, legal representative, trustee, receiver, any other legal entity, and the state and all political subdivisions and agencies thereof.

PUBLIC ACCOMMODATION:

A. Each and every place, establishment, or facility of whatever kind, nature, or class that caters or offers services, facilities, or goods for a fee or charge to nonmembers of any organization or association utilizing the place, establishment, or facility; provided, that any place, establishment, or facility that caters or offers services, facilities, or goods to the nonmembers gratuitously shall be deemed a "public accommodation", if the accommodation receives any governmental support or subsidy.

B. "Public accommodation" shall not mean any bona fide private club or other place, establishment, or facility which is by its nature distinctly private, except when such distinctly private place, establishment, or facility caters or offers services, facilities, or goods to the nonmembers for a fee or charge or gratuitously, it shall be deemed a "public accommodation" during such period.

C. "Public accommodation" includes each state and local government unit or tax supported district of whatever kind, nature, or class that offers services, facilities, benefits, grants, or goods to the public, gratuitously or otherwise. This definition shall not be construed by negative implication or otherwise to restrict any part or portion of the preexisting definition.

QUALIFIED INDIVIDUAL WITH A DISABILITY: With respect to chapter 3, article A of this title, an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires. For the purposes of this title, consideration shall be given to the employer's judgment as to what functions of a job are essential and if an employer has prepared a written description before advertising or interviewing applicants for the job, this description shall be considered evidence of the essential functions of the job.

READILY ACHIEVABLE: Easily accomplishable and able to be carried out without much difficulty or expense. In determining whether an action is readily achievable, factors to be considered include:

A. The nature and cost of the action needed under this title.

B. The overall financial resources of the facility or facilities involved in the action, the number of persons employed at such facility, and the effect on expenses and resources, or the impact otherwise of such accommodation upon the operation of the facility.

C. The overall financial resources of the covered entity; the overall size of the business of a covered entity with respect to the number of its employees, and the number, type and location of its facilities.

D. The type of operation or operations of the covered entity, including the composition, structure, and functions of the work force of such entity and the geographic separateness, administrative, or fiscal relationship of the facility or facilities in question to the covered entity.

REASONABLE ACCOMMODATION:

A. Making existing facilities used by employees readily accessible to and usable by individuals with disabilities.

B. Job restructuring, part time or modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.

SEXUAL ORIENTATION: A person's actual, history of, or perceived heterosexuality, homosexuality, or bisexuality but not including participation in conduct that is prohibited by law.

STATE: Each of the several states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the Virgin Islands of the United States, the Trust Territory of the Pacific Islands, and the Commonwealth of the Northern Mariana Islands.

UNDUE HARDSHIP: An action requiring significant difficulty or expense. In determining whether an accommodation would impose an undue hardship on a covered entity, factors to be considered include:

A. The nature and cost of the accommodation needed under this title.

B. The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation, the number of persons employed at such facility, the effect on expenses and resources, or the impact otherwise of such accommodation upon the operation of the facility.

C. The overall financial resources of the covered entity, the overall size of the business of a covered entity with respect to the number of its employees, and the number, type, and location of its facilities.

D. The type of operation or operations of the covered entity including the composition, structure, and functions of the work force of such entity and the geographic separateness, administrative, or fiscal relationship of the facility or facilities in question to the covered entity.

UNFAIR PRACTICE OR DISCRIMINATORY PRACTICE: Those practices specified as unfair or discriminatory in chapters 3 and 5 of this title.

8-2-1: COMMISSION CREATED: There is hereby created the human rights commission.

8-2-2: PURPOSE: The purpose of the commission is to hold hearings, compel the production of evidence, and determine the merits of complaints alleging unfair or discriminatory practices in housing, employment, education, credit, or places of public accommodation; to investigate and study the existence, character, causes, and extent of discrimination and to attempt to eliminate discrimination by educating the public and promoting human rights in the community; and to take action in the community to promote respect and community belonging and to eliminate discrimination based on age, race, creed, color, sex, national origin, religion, ancestry, disability, marital status, familial status, or sexual orientation.

8-2-3: 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.

8-2-4: PROCEDURES FOR OPERATION: All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations.

8-2-5: MEMBERSHIP: The commission comprises nine (9) residents of the city, appointed by the city council with representation from various sectors of the community, including those protected from discrimination under this ordinance.

8-2-6: 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.

8-2-7: TERMS: The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified.

8-2-8: VACANCIES: Vacancies must be filled in the same manner as original appointments.

8-2-9: OFFICERS; ORGANIZATION: The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year. A staff member shall serve as secretary. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term.

8-2-10: MEETINGS:

A. Regular Meetings: The commission must meet monthly.

B. Special Meetings: Special meetings may be called by the chairperson or at the written request of a majority of the commissioners.

C. Open Meetings: All meetings must be

called and held in conformance with the Iowa open meetings law.

D. Attendance:

1. In the event a commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the chairperson, such absence will be grounds for the commission to recommend to the city council that the position be declared vacant and a replacement appointed.
2. Attendance must be entered upon the minutes of all meetings.

E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.

F. Quorum: Five (5) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution.

8-2-11: 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.

8-2-12: REMOVAL: The city council may remove any commissioner for cause upon written charges and after public hearing.

8-2-13: POWERS: The commission serves in an advisory capacity to the City Council and has the following powers, duties, and responsibilities:

A. To investigate and study the existence, character, causes, and extent of discrimination in public accommodations, employment, apprenticeship programs, on the job training programs, vocational schools, other educational institutions, and housing in the city and to attempt the elimination of such discrimination through education, conciliation, and recommended changes to policy and practice.

B. To hold hearings upon any complaint made against a person, an employer, an employment agency, a labor organization, or the employees or members thereof, to subpoena witnesses and compel their attendance at such hearings, to administer oaths and take the testimony of any person under oath and to compel such person, employer, employment agency, labor organization, or employees or members thereof, to produce for examination any books and papers relating to any matter involved in such complaint. The commission will issue subpoenas for witnesses in the same manner and for the same purpose on behalf of the respondent upon the respondent's request. Such hearings may be held by the commission, by any commissioner, or by any hearing examiner appointed by the commission. If a witness either fails or refuses to obey a subpoena issued by the commission, the commission may petition the district court having jurisdiction for issuance of a subpoena and the court must, in a proper case, issue the subpoena. Refusal to obey such subpoena is subject to punishment for contempt.

C. To develop recommendations for actions to strengthen policies, practices, services and programs that will, in the judgment of the commission, promote equitable and inclusive behavior that tends to eliminate discrimination.

D. To prepare and transmit to the Mayor and City Council from time to time, but not less often than once each year, reports describing its proceedings, hearings conducted, and the outcome thereof, decisions rendered, and the other work performed by the commission.

E. To make recommendations to the City Council concerning the promotion and advancement of respect and belonging in the community and addressing discrimination in order to improve quality of life and livability for all residents.

F. To cooperate, within the limits of any appropriations made for its operation, with other agencies or organizations, both public and private, whose purposes are consistent with those of this chapter, in the planning and conducting of programs designed to advance respect and belonging, eliminate discrimination, or community tensions.

G. To adopt, publish, amend, and rescind regulations consistent with and necessary for the civil rights enforcement provisions of this chapter.

H. To receive, administer, dispense, and account for any restricted funds that may be voluntarily contributed to the commission and any grants that may be awarded the commission for furthering the purposes of this title. No disbursements will be made of any restricted funds without authority from the City Council.

8-2-14: RECORDS TO BE PUBLIC; EXCEPTIONS: All records of the commission

are public except charges, complaints, reports of investigations, statements, and other documents or records obtained in investigation of any charges.

8-2-15: CONFIDENTIALITY OF COMPLAINTS: No member of the commission or its staff will disclose the filing of a charge, the information gathered during the investigation, or the endeavors to eliminate such discriminatory or unfair practice by conference, conciliation, or persuasion unless such disclosure is made in connection with the conduct of such investigation or after the commission has held a public hearing upon a complaint filed in connection with such charge. This section does not prevent any complainant, witness, or other person from publicizing the filing of a charge or complaint or the matter therein complained of.

8-2-16: SUBPOENAS: The commission may issue subpoenas and order discovery in aid of investigations under this title. Such subpoenas and discovery may be ordered to the same extent and subject to the same limitations as would apply for county attorney subpoenas.

8-3-1: GENERALLY:

A. Aiding or Abetting: It shall be an unfair or discriminatory practice for:

1. Any person to intentionally aid, abet, compel, or coerce another person to engage in any of the practices declared unfair or discriminatory by this title.

2. Any person to discriminate against another person in any of the rights protected against discrimination on the basis of race, creed, color, sex, national origin, familial status, religion, age, disability, marital status, or sexual orientation by this chapter because such person has lawfully opposed any practice forbidden under this chapter, obeys the provisions of this chapter, or has filed a complaint, testified, or assisted in any proceeding under this title.

3. Any person to discriminate against another person because of the person's relationship or association with a person protected under this title.

B. Sex and Age Discrimination Provisions Not Applicable to Retirement Plans; Exception: The provisions of this title relating to discrimination because of sex or age shall not be construed to apply to any retirement plan or benefit system of any employer unless such plan or system is a mere subterfuge adopted for the purposes of evading the provisions of this title.

1. However, a retirement plan or benefit system shall not require the involuntary retirement of a person because of that person's age.

2. A health insurance program provided by an employer may exclude coverage of abortion, except where the life of the mother would be endangered if the fetus were carried to term or where medical complications have arisen from an abortion.

3. An employee welfare plan may provide life, disability, or health insurance benefits which vary by age based on actuarial differences if the employer contributes equally for all the participating employees or may provide for employer contributions differing by age if the benefits for all the participating employees do not vary by age.

C. Sexual Harassment Victim Protection: Evidence concerning the past sexual behavior of an alleged victim of sexual harassment shall not be admissible in any proceeding before the human rights commission.

8-3-2: ACCOMMODATIONS OR SERVICES:

A. Prohibited Practices: It shall be an unfair or discriminatory practice for any owner, lessee, sublessee, proprietor, manager, or superintendent of any public accommodation or any agent or employee thereof:

1. To refuse or deny to any person because of race, creed, color, sex, age, national origin, religion, or sexual orientation the accommodations, advantages, facilities, services, or privileges thereof, or otherwise to discriminate against any person because of race, creed, color, sex, age, national origin, religion, or sexual orientation in the furnishing of such accommodations, advantages / facilities, services, or privileges.

2. To directly or indirectly advertise or in any other manner indicate or publicize that the patronage of persons of any particular race, creed, color, sex, age, national origin, religion, or sexual orientation is unwelcome, objectionable, not acceptable, or not solicited.

B. Exemptions: This section shall not apply to:

1. Any bona fide religious institution with respect to any qualifications the institution may impose based on religion when such qualifications are related to a bona fide religious purpose.

2. The rental or leasing to transient individuals of less than four (4) rooms

within a single housing accommodation if the occupant or owner or members of the owner's or occupant's family reside therein.

3. Discounts for services or accommodations based upon age.

8-3-3: EMPLOYMENT PRACTICES:

A. Prohibited Practices: It shall be an unfair or discriminatory practice for any:

1. Person to refuse to hire, accept, register, classify, or refer for employment, to discharge any employee, or to otherwise discriminate in employment against any applicant for employment or any employee because of the race, creed, color, sex, age, national origin, religion, or sexual orientation of such applicant or employee, unless based upon the nature of the occupation.

2. Labor organizations or the employees, agents, or members thereof to refuse to admit to membership any applicant, to expel any member, or to otherwise discriminate against any applicant for membership or any member in the privileges, rights, or benefits of such membership because of the race, creed, color, sex, age, national origin, religion, or sexual orientation of such applicant or member.

3. Employer, employment agency, labor organization, or the employees, agents, or members thereof, to directly or indirectly advertise or in any other manner indicate or publicize that individuals of any particular race, creed, color, sex, age, national origin, religion, or sexual orientation are unwelcome, objectionable, not acceptable, or not solicited for employment or membership, unless based upon the nature of the occupation.

B. Exemptions:

1. The prohibition by this section of discrimination based on sexual orientation shall not apply to any bona fide religious institution with respect to any qualifications for employment by such institution.

2. This section shall not apply to:

a. Any employer who regularly employs less than four (4) individuals. For purposes of this subsection, the owners, owners' spouses, and children shall not be counted as employees.

b. The employment of individuals for work within the home of the employer if the employer or members of the employer's family reside therein during such employment.

c. The employment of individuals to render personal service to the person of the employer or members of the employer's family.

d. Any bona fide religious institution or its educational association, corporation, or society with respect to any qualifications for employment based on religion when such qualifications are related to a bona fide religious purpose. A religious qualification for instructional, personnel, or administrative officer serving in a supervisory capacity of a bona fide religious educational facility or religious institution shall be presumed to be a bona fide occupational qualification.

e. Discrimination on the basis of age if the person subject to the discrimination is under the age of eighteen (18) years, unless that person is considered by law to be an adult.

f. A State or Federal program designed to benefit a specific age classification which serves a bona fide public purpose.

8-3-4: CREDIT: It shall be an unfair or discriminatory practice for any:

A. Creditor to refuse to enter into a consumer credit transaction or impose finance charges or other terms or conditions more onerous than those regularly extended by that creditor to consumers of similar economic backgrounds and current situations because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, sexual orientation, or familial status.

B. Person authorized or licensed to do business in this State pursuant to chapters 524, 533, 534, 536, or 536A of the Code of Iowa to refuse to loan or extend to persons of similar economic backgrounds because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, sexual orientation, or familial status.

C. Creditor to refuse to offer credit life or health and accident insurance because of color, creed, national origin, race, religion, marital status, age, physical disability, sex, sexual orientation, or familial status. Refusal by a creditor to offer credit life or health and accident insurance based upon the age or physical disability of the consumer shall not be an unfair or discriminatory practice if such denial is based solely upon bona fide underwriting considerations not

prohibited by the Code of Iowa or United States Code.

D. The provisions in this section shall not be construed by negative implications or otherwise to narrow or restrict any other provisions of this title.

8-3-5: EDUCATION:

A. Prohibited Practices; Exceptions:

1. It is an unfair or discriminatory practice for any educational institution to discriminate on the basis of race, creed, color, sex, national origin, religion, disability, or sexual orientation in any program or activity. Such discriminatory practices shall include, but not be limited to, the following practices:

a. Exclusion of a person or persons from participation in, denial of the benefits of, or subject to discrimination in any academic, research, occupational training, or other program or activity except athletic programs.

b. Denial of comparable opportunity in intramural and interscholastic athletic programs.

c. Discrimination among persons in employment and the conditions of employment.

d. On the basis of sex, the application of any rule concerning the actual or potential parental, family, or marital status of a person or the exclusion of any person from any program or activity or employment because of pregnancy or related conditions dependent upon the physician's diagnosis and certification.

2. For the purposes of this section, "educational institution" includes any preschool, elementary, secondary, or community college, area education agency, postsecondary college or university, and their governing boards. This section does not prohibit an educational institution from maintaining separate toilet facilities, locker rooms, or living facilities for the different sexes so long as comparable facilities are provided. Nothing in this subsection shall be construed as prohibiting any bona fide religious institution from imposing qualifications based on religion when such qualifications are related to a bona fide religious purpose or any institution from admitting students of only one sex.

B. Examinations and Courses: Any person that offers examinations or courses related to applications, licensing, certification, or credentialing for secondary or postsecondary education, professional, or trade purposes shall offer such examinations or courses in a place and manner accessible to persons with disabilities or offer alternative accessible arrangements for such individuals.

8-3A-1: EMPLOYMENT PROHIBITED PRACTICES:

A. General Rule: No person shall discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

B. Construction: As used in subsection A of this section, the term "discriminate against an individual on the basis of disability" includes:

1. Limiting, segregating, or classifying a job applicant or employee in a way that adversely affects the opportunities or status of such applicant or employee because of the disability of such applicant or employee.

2. Participating in a contractual or other arrangement or relationship that has the effect of subjecting a covered entity's qualified applicant or employee with a disability to the discrimination prohibited by this title. Such relationship includes a relationship with an employment or referral agency, labor union, an organization providing fringe benefits to an employee of the covered entity, or an organization providing training and apprenticeship programs.

3. Utilizing standards, criteria, or methods of administration:

a. That have the effect of discrimination on the basis of disability.

b. That perpetuate the discrimination of others who are subject to common administrative control.

4. Excluding or otherwise denying equal jobs or benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association.

5. Not making reasonable accommodations to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless such covered entity can demonstrate that the accommodation would impose an undue hardship on the operation of the business of such

covered entity, or denying employment opportunities to a job applicant or employee who is an otherwise qualified individual with a disability, if such denial is based on the need of such covered entity to make reasonable accommodation to the physical or mental impairments of the employee or applicant.

6. Using qualification standards, employment tests, or other selection criteria that screen out or tend to screen out an individual with a disability or a class of individuals with disabilities unless the standard test or other selection criteria, as used by the covered entity, is shown to be job related for the position in question and is consistent with business necessity.

7. Failing to select and administer tests concerning employment in the most effective manner to ensure that when such test is administered to a job applicant or employee who has a disability that impairs sensory, manual, or speaking skills, such test results accurately reflect the skills, aptitude, or whatever other factor of such applicant or employee that such test purports to measure, rather than reflecting the impaired sensory, manual, or speaking skills of such employee or applicant, except where such skills are the factors that the test purports to measure.

8. Soliciting or requiring as a condition of employment of any employee or prospective employee a test for the presence of the antibody to the human immunodeficiency virus or affecting the terms, conditions, or privileges of employment or terminating the employment of any employee solely as a result of the employee obtaining a test for the presence of the antibody to the human immunodeficiency virus. An agreement between an employer, employment agency, labor organization, or their employees, agents, or members and an employee or prospective employee concerning employment, pay, or benefits to an employee or prospective employee in return for taking a test for the presence of the antibody to the human immunodeficiency virus is prohibited. The prohibitions of this subsection do not apply if the state epidemiologist determines and the state director of public health declares through the utilization of guidelines established by the center for disease control of the United States department of health and human services that a person with a condition related to acquired immune deficiency syndrome poses a significant risk of transmission of the human immunodeficiency virus to other persons in a specific occupation.

C. Medical Examinations and Inquiries:

1. In General: The prohibition against discrimination as referred to in subsection A of this section shall include medical examinations and inquiries.

2. Preemployment:

a. Prohibited Examination or Inquiry: Except as provided in subsection C3 this section, a covered entity shall not conduct a medical examination or make inquiries of a job applicant as to whether such applicant is an individual with a disability or as to the nature or severity of such disability.

b. Acceptable Inquiry: A covered entity may make preemployment inquiries into the ability of an applicant to perform job-related functions.

3. Employment Entrance Examination: A covered entity may require a medical examination after an offer of employment has been made to a job applicant and prior to the commencement of the employment duties of such applicant and may condition an offer of employment on the results of such examination, if:

a. All entering employees are subjected to such an examination regardless of disability.

b. Information obtained regarding the medical condition or history of the applicant is collected and maintained on separate forms and in separate medical files and is treated as a confidential medical record, except that:

(1) Supervisors and managers may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.

(2) First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment.

(3) Government officials investigating compliance with this chapter shall be provided relevant information on request.

c. The results of such examination are used only in accordance with

this chapter.

4. Examination And Inquiry:

a. Prohibited Examinations and Inquiries: A covered entity shall not require a medical examination and shall not make inquiries of an employee as to whether such employee is an individual with a disability or as to the nature or severity of the disability, unless such examination or inquiry is shown to be job related and consistent with business necessity.

b. Acceptable Examinations and Inquiries: A covered entity may conduct voluntary medical examinations, including voluntary medical histories, which are part of an employee health program available to employees at the work site. A covered entity may make inquiries into the ability of an employee to perform job related functions.

c. Requirement: Information obtained under subsection C4b of this section regarding the medical condition or history of any employee is subject to the requirements of subsections C3b and C3c of this section.

8-3A-2: DEFENSES, EXEMPTIONS AND EXCLUSIONS:

A. Defenses:

1. In General: It may be a defense to a charge of discrimination under this article that an alleged application of qualification standards, tests, or selection criteria that screen out or otherwise deny a job or benefit to an individual with a disability has been shown to be job related and consistent with business necessity, and such performance cannot be accomplished by reasonable accommodation, as required under this title.

2. Qualification Standards: The term "qualification standards" may include a requirement that an individual shall not pose a direct threat to the health or safety of other individuals in the workplace.

3. Qualification Standards And Tests Related To Uncorrected Vision: Notwithstanding the provisions under the definition of "disability" in section 8-1-1 of this title, a covered entity shall not use qualification standards, employment tests, or other selection criteria based on an individual's uncorrected vision unless the standard, test, or other selection criteria, as used by the covered entity, is shown to be job related and consistent with business necessity.

4. Reasonable Accommodation And Good Faith Effort: In cases where a discriminatory practice involves the provision of a reasonable accommodation pursuant to this subsection, actual damages other than damages for back pay may not be awarded under this title where the covered entity proves, by a preponderance of the evidence, good faith efforts, in consultation with the person with the disability who has informed the covered entity that accommodation is needed, to identify and make a reasonable accommodation that would provide such individual with an equally effective opportunity and would not cause an undue hardship on the operation of the business.

5. List of Infectious and Communicable Diseases:

a. Applications: In any case in which an individual has an infectious or communicable disease that is transmitted to others through the handling of food that is included on the list developed by the secretary of health and human services under 42 USC 12113(d) and which cannot be eliminated by reasonable accommodation, a covered entity may refuse to assign or continue to assign such individual to a job involving food handling.

b. Construction: Nothing in this article shall be construed to preempt, modify, or amend any local law, ordinance, or regulation applicable to food handling which is designed to protect the public health from individuals who pose a significant risk to the health or safety of others, which cannot be eliminated by reasonable accommodation, pursuant to the list of infectious or communicable diseases and the modes of transmissibility published by the secretary of health and human services.

B. Exemptions: This article shall not apply to:

1. Any employer who regularly employs less than four (4) individuals. For purposes of this subsection, the owner(s), the owner(s)' spouse(s), and children shall not be counted as employees.

2. The employment of individuals for work within the home of the employer if the employer or members of the employer's family reside therein during such employment.

3. The employment of individuals to render personal service to the person of the employer or members of the employer's family.

4. An employer's qualifications for a job may include a requirement that an individual shall not pose a direct threat to the health or safety of other individuals in the workplace.

C. Exclusions: For purposes of the definition of "disability" in section 8-1-1 of this title, the following are not impairments and as such are not disabilities under this article:

1. Homosexuality, bisexuality, not resulting from physical impairments;

2. Pedophilia, exhibitionism, voyeurism, or other sexual behavior disorders;

3. Compulsive gambling, kleptomania, or pyromania; or

4. Psychoactive substances use disorders resulting from current illegal use of drugs.

8-3A-3: CONSTRUCTION:

A. Insurance:

1. This title shall not be construed to prohibit or restrict:

a. An insurer, hospital, or medical service company, health maintenance organization, or any agent or entity that administers benefit plans or similar organizations from underwriting risks, classifying risks, or administering such risks that are based on or not inconsistent with other laws of this state.

b. A person or organization covered by this title from establishing, sponsoring, observing, or administering the terms of a bona fide benefit plan that are based on underwriting risks, classifying risks, or administering such risks that are based on or not inconsistent with other laws of this state.

c. A person or organization covered by this title from establishing, sponsoring, observing, or administering the terms of a bona fide benefit plan that is subject to the laws of this state that regulate insurance.

2. Subsection A1 of this section shall not be used as subterfuge to evade the purposes of this title.

B. Accommodations and Services: Nothing in this title shall be construed to require an individual with a disability to accept an accommodation, aid, service, opportunity, or benefit which such individual chooses not to accept.

C. Smoking: Nothing in this article shall be construed to preclude the prohibition of or the imposition of restrictions on smoking in places of employment or in public accommodations.

8-3A-4: ILLEGAL USE OF DRUGS AND ALCOHOL:

A. Qualified Individual with a Disability: For purposes of this article, a qualified individual with a disability shall not include any employee or applicant who is currently engaging in the illegal use of drugs, when the covered entity acts on the basis of such use.

B. Rules of Construction: Nothing in subsection A of this section shall be construed to exclude as a qualified individual with a disability an individual who:

1. Has successfully completed a supervised drug rehabilitation program and is no longer engaging in the illegal use of drugs or has otherwise been rehabilitated successfully and is no longer engaging in such use.

2. Is participating in a supervised rehabilitation program and is no longer engaging in such use.

3. Is erroneously regarded as engaging in such use, but is not engaging in such use; except that it shall not be a violation of this title for a covered entity to adopt or administer reasonable policies or procedures including, but not limited to, drug testing designed to ensure that an individual described in subsection B1 or B2 of this section is no longer engaging in the illegal use of drugs. However, nothing in this section shall be construed to encourage, prohibit, restrict, or authorize the conducting of testing for the illegal use of drugs.

C. Authority of Covered Entity: A covered entity:

1. May prohibit the illegal use of drugs and the use of alcohol at the workplace by all employees.

2. May require that employees shall not be under the influence of alcohol or be engaging in the illegal use of drugs at the workplace.

3. May hold an employee who engages in the illegal use of drugs or who is an alcoholic to the same qualification standards for employment or job performance and behavior that such entity holds other employees, even if any unsatisfactory performance or behavior is related to the drug use or alcoholism of such employee.

D. Drug Testing:

1. In General: For purposes of this title, a test to determine the illegal use of drugs shall not be considered a med-

ical examination.

2. Construction: Nothing in this title shall be construed to encourage, prohibit, or authorize the conducting of drug testing for the illegal use of drugs by job applicants or employees or making employment decisions based on such test results.

E. Governmental Regulations: Nothing in this title shall be construed to encourage, prohibit, restrict, or authorize the otherwise lawful exercise by entities subject to the jurisdiction of the Iowa department of transportation or any other state or federal agency of authority to:

1. Test employees of such entities in, and applicants for, positions involving safety sensitive duties for the illegal use of drugs and for on duty impairment by alcohol.

2. Remove such persons who test positive for illegal use of drugs and on duty impairment by alcohol pursuant to subsection E1 of this section from safety sensitive duties in implementing subsection C of this section.

8-3A-5: PUBLIC ACCOMMODATIONS; PROHIBITED PRACTICES:

A. It shall be an unfair or discriminatory practice for any person on the basis of disability to refuse or deny full and equal enjoyment of the goods, services, facilities, privileges, advantages, or other public accommodations.

B. It shall be an unfair or discriminatory practice not to afford an individual or class of individuals on the basis of disability the full and equal enjoyment of a facility in an integrated setting appropriate to the needs of the individual.

C. It shall be an unfair or discriminatory practice for any person to discriminate against an individual or class of individuals in any of the following:

1. It shall be discriminatory to provide an individual or class of individuals, on the basis of a disability or disabilities of such individual or class, directly or through contractual, licensing, or other arrangements with a good, service, facility, privilege, advantage, or accommodation that is different or separate from that provided to other individuals, unless such action is necessary to provide the individual or class of individuals with a good, service, facility, privilege, advantage, accommodation, or other opportunity that is as effective as that provided to others.

2. Notwithstanding the existence of separate or different programs or activities provided in accordance with this section, an individual with a disability shall not be denied the opportunity to participate in such programs or activities that are not separate or different.

3. A public accommodation shall not, directly or through contractual or other arrangements, utilize standards or criteria or methods of administration:

a. That have the effect of discriminating on the basis of disability.

b. That perpetuate the discrimination of others who are subject to common administrative control.

4. It shall be discriminatory to exclude or otherwise deny equal goods, services, facilities, privileges, advantages, accommodations, or other opportunities to a person because of the known disability of an individual with whom the individual or entity is known to have a relationship or association.

D. For purposes of subsection A of this section, discrimination includes:

1. The imposition or application of eligibility criteria that screen out or tend to screen out an individual with a disability or any class of individuals with disabilities from fully and equally enjoying any goods, services, facilities, privileges, advantages, or accommodations, unless such criteria can be shown to be necessary for the provision of the goods, services, facilities, privileges, advantages, or accommodations being offered.

2. A failure to make reasonable modifications in policies, practices, or procedures when such modifications are necessary to afford such goods, services, facilities, privileges, advantages, or accommodations to individuals with disabilities, unless the entity can demonstrate that making such modifications would fundamentally alter the nature of such goods, services, facilities, privileges, advantages, or accommodations.

3. A failure to take such steps as may be necessary to ensure that no individual with a disability is excluded, denied services, segregated, or otherwise treated differently than other individuals because of the absence of auxiliary aids and services, unless the entity can demonstrate that taking such steps would fundamentally alter the nature of the goods, service, facility, privilege, advantage, or accommodation being offered or would result in an undue burden.

4. A failure to remove architectural barriers and communication barriers that are structural in nature, in existing fa-

cilities, and transportation barriers in existing vehicles and rail passenger cars used by an establishment for transporting individuals (not including barriers that can only be removed through the retrofitting of vehicles or rail passenger cars by the installation of hydraulic or other lift), where such removal is readily achievable.

5. Where an entity can demonstrate that the removal of a barrier under subsection D4 this section is not readily achievable, a failure to make such goods, services, facilities, privileges, advantages, or accommodations available through alternative methods if such methods are readily achievable.

E. Nothing in this section shall require an entity to permit an individual to participate in or benefit from the goods, services, facilities, privileges, advantages, and accommodations of such entity where such individual poses a direct threat to the health or safety of others.

8-3A-6: NEW CONSTRUCTION AND ALTERATION OF PUBLIC ACCOMMODATIONS:

A. It shall be an unfair or discriminatory practice for any person on the basis of disability to:

1. Fail to design and construct all public accommodations built after September 1, 1996, so that they are readily accessible to and usable by individuals with disabilities, except where an entity can demonstrate that it is structurally impracticable to meet such requirements.

2. With respect to a facility or part thereof that is altered by, on behalf of, or for the use of an establishment in a manner that affects or could affect the usability of the facility or part thereof, a failure to make alterations in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs. Where the entity is undertaking an alteration that affects or could affect usability of or access to an area of the facility containing a primary function, the entity shall also make the alterations in such a manner that, to the maximum extent feasible, the path of travel to the altered area and the bathrooms, telephones, and drinking fountains serving the altered area are readily accessible to and usable by individuals with disabilities where such alterations to the path of travel or the bathrooms, telephones, and drinking fountains serving the altered area are not disproportionate to the overall alterations in terms of cost and scope.

B. Subsections A1 and A2 of this section shall not be construed to require the installation of an elevator for facilities that are less than three (3) stories or have less than three thousand (3,000) square feet per story unless the building is a shopping center, a shopping mall, or the professional office of a healthcare provider.

8-4-1: FILING COMPLAINTS:

A. Filing Of Verified, Written Complaint: All persons claiming to be aggrieved by a discriminatory or unfair practice within this city may sign and file with the commission a verified, written complaint in triplicate which shall state the name and address of the person alleged to have committed the discriminatory or unfair practice of which complained, shall set forth the particulars thereof, and shall contain such other information as may be required by the commission. The commission, a commissioner, or the city attorney's office may in like manner sign and file such complaint.

B. Protection of Person's Identity: A person who has tested positive for human immunodeficiency virus or who has a diagnosis of acquired immune deficiency syndrome or a person who is perceived to have human immunodeficiency virus or acquired immune deficiency may file a disability charge utilizing "John Doe", "Jane Doe", or a coded number to protect the person's identity. The name of the charging party shall be disclosed to the respondent. It shall be a discriminatory practice for any person to disclose the name of the coded person or information that would lead to that person's identity.

8-4-2: AMENDMENTS OF COMPLAINTS: The commission or the complainant shall have the power to reasonably and fairly amend any complaint and the respondent shall have like power to amend such respondent's answer at any time prior to hearing.

8-4-3: TIME LIMITATION FOR FILING COMPLAINT:

A. A claim under this title shall not be maintained unless a complaint is filed with the commission within three hundred (300) days after the alleged discriminatory or unfair practice occurred.

B. For purposes of this section, an unlawful employment practice occurs, with respect to discrimination in compensation in violation of this title, when

a discriminatory compensation decision or other practice is adopted, when an individual becomes subject to a discriminatory compensation decision or other practice, or when an individual is affected by application of a discriminatory compensation decision or other practice, including each time wages, benefits, or other compensation is paid, resulting in whole or in part from such a decision or other practice.

8-4-4: COMMISSION STAFF PROCEEDINGS ON COMPLAINTS:

A. Notice to Respondent: After the filing of a verified complaint, a true copy shall be served within twenty (20) days by personal service, certified mail, or overnight mail with tracking to ensure service, on the person against whom the complaint is filed.

B. Screening: The director shall review each complaint and is authorized to administratively close a case when the city manager finds any of the following:

1. Lack of jurisdiction.

2. Minimal impact on civil rights in the community.

3. Further processing is not warranted.

C. Investigation by Staff; Probable Cause Determination by Administrative Law Judge: An authorized member of the commission shall make a prompt investigation and shall issue a recommendation to an administrative law judge under the jurisdiction of the commission, who shall then issue a determination of probable cause or no probable cause.

1. For purposes of this chapter, an administrative law judge issuing a determination of probable cause or no probable cause under this section shall be exempt from section 17A.17 of the code of Iowa.

2. If the administrative law judge concurs with the investigating official that probable cause exists regarding the allegations of the complaint, the staff of the commission shall promptly endeavor to eliminate the discriminatory or unfair practice by conference, conciliation, and persuasion. If the administrative law judge finds that no probable cause exists, the administrative law judge shall issue a final order dismissing the complaint and the commission shall promptly mail a copy to the complainant and to the respondent by certified mail.

A finding of probable cause shall not be introduced into evidence in an action brought under section 8-4-7 of this chapter.

D. Conciliation Conference and Persuasion Procedures: The commission staff must endeavor to eliminate the discriminatory or unfair practice by conciliation conference and persuasion for a period of thirty (30) days following the initial conciliation meeting between the respondent and the commission staff after a finding of probable cause. After the expiration of thirty (30) days, the city manager may order the conciliation conference and persuasion procedure provided in this section to be bypassed when the city manager determines the procedure is unworkable by reason of past patterns and practices of the respondent or a statement by the respondent that the respondent is unwilling to continue with the conciliation. Upon the bypassing of conciliation, the city manager shall state in writing the reasons for bypassing.

8-4-5: COMMISSION PROCEEDINGS UPON FAILURE TO REACH SETTLEMENT BY CONCILIATION:

A. Notice Of Hearing: When the city manager is satisfied that further endeavor to settle a complaint by conference, conciliation, and persuasion is unworkable and should be bypassed and the thirty (30) day period provided for in section 8-4-4 of this chapter has expired without agreement, the city manager, with the approval of a commissioner, shall issue and cause to be served a written notice:

1. Specifying the charges in the complaint as they may have been amended and the reasons for bypassing further conciliation.

2. Requiring the respondent to answer the charges of the complaint at a hearing before the commission, a commissioner, or a person designated by the commission to conduct the hearing, hereafter referred to as the administrative law judge.

3. Specifying a time and place.

B. Participation of Commission Personnel: The case in support of such complaint shall be presented at the hearing by one of the commission's attorneys or agents. The investigating official shall not participate in the hearing except as a witness, nor shall the official participate in the deliberations of the commission in such case.

C. Conduct of Hearing: The hearing shall be conducted in accordance with the provisions of chapter 17A of the code of Iowa for contested cases. The burden of proof in such a hearing shall be

on the commission.

D. Proposed Order by Hearing Panel or Judge: In the case of a proposed order by a hearing panel or administrative law judge, the commission may review such proposed order within sixty (60) days. If the commission fails to review such proposed order within sixty (60) days, the proposed order shall become the final order of the commission.

8-4-6: COMMISSION ORDERS:

A. Upon Finding Of Discriminatory, Unfair Practice: If, upon taking into consideration all of the evidence at a hearing, the commission determines that the respondent has engaged in a discriminatory or unfair practice, the commission shall state its findings of fact and conclusions of law and shall issue an order requiring the respondent to cease and desist from the discriminatory or unfair practice and to take the necessary remedial action as in the judgment of the commission will carry out the purposes of this chapter. A copy of the order shall be delivered to the respondent, the complainant, and to any other public officers and persons as the commission deems proper.

1. Remedial Actions: For the purposes of this subsection and pursuant to the provisions of this chapter, remedial action includes, but is not limited to, the following:

a. Hiring, reinstatement, or upgrading of employees with or without pay. Interim earned income and unemployment compensation shall operate to reduce the pay otherwise allowable.

b. Admission or restoration of individuals to a labor organization, admission to or participation in a guidance program, apprenticeship training program, on the job training program, or other occupational training or retraining program with the utilization of objective criteria in the admission of individuals to such programs.

c. Admission of individuals to a public accommodation or an education institution.

d. Sale, exchange, lease, rental, assignment, or sublease of real property to an individual.

e. Extension to all individuals of the full and equal enjoyment of the advantages, facilities, privileges, and services of the respondent denied to the complainant because of the discriminatory or unfair practice.

f. Reporting as to the manner of compliance.

g. Posting notices in conspicuous places in the respondent's place of business in form prescribed by the commission and inclusion of notices in advertising material.

h. Payment to the complainant of damages for an injury caused by the discriminatory or unfair practice, which damages shall include, but are not limited to, damages and reasonable attorney fees.

i. Reimbursement to the commission for contested case costs.

2. Requirements To Cease And Desist Certifications To Licensing And Contracting Agencies: In addition to the remedies provided in the preceding provisions of this section, the commission may issue an order requiring the respondent to cease and desist from the discriminatory or unfair practice and may take such affirmative action as in the judgment of the commission will carry out the purposes of this chapter as follows:

a. In the case of a respondent operating by virtue of a license issued by the state or a political subdivision or agency, if the commission, upon notice to the respondent with an opportunity to be heard, determines that the respondent has engaged in a discriminatory or unfair practice and that the practice was authorized, requested, commanded, performed, or knowingly or recklessly tolerated by the board of directors of the respondent or by an officer or executive agent acting within the scope of such officer's or executive agent's employment, the commission shall so certify to the licensing agency. Unless the commission finding of a discriminatory or unfair practice is reversed in the course of judicial review, the finding of discrimination is binding on the licensing agency.

b. In the case of a respondent who is found by the commission to have engaged in a discriminatory or unfair practice in the course of performing under a contract or subcontract with the state or political subdivision or agency, if the practice was authorized, requested, commanded, performed, or knowingly or recklessly tolerated by the board of directors of the respondent or by an officer or executive agent acting within the scope of such officer's or executive agent's employment, the commission

shall so certify to the contracting agency. Unless the commission's finding of a discriminatory or unfair practice is reversed in the course of judicial review, the finding of discrimination is binding on the contracting agency.

B. Upon Hearing Finding Of No Discriminatory, Unfair Practice: If, upon taking into consideration all of the evidence at a hearing, the commission finds that a respondent has not engaged in any such discriminatory or unfair practice, the commission shall issue an order denying relief and stating the findings of fact and conclusions of the commission and shall cause a copy of the order dismissing the complaint to be served by regular mail on the complainant and the respondent.

C. Upon Conciliation Agreements:

1. The terms of a conciliation agreement reached with the respondent may require the respondent to refrain in the future from committing discriminatory or unfair practices of the type stated in the agreement, to take remedial action as in the judgment of the commission will carry out the purposes of this code, and to consent to the entry in an appropriate district court of a consent decree embodying the terms of the conciliation agreement. Violation of such a consent decree may be punished by contempt by the court in which it is filed upon a showing by the commission of the violation at any time within six (6) months of its occurrence. In all cases where a conciliation agreement is entered into, the commission shall issue an order stating its terms and furnish a copy of the order to the complainant, the respondent, and such other persons as the commission deems proper.

2. At any time, in its discretion, the commission may investigate whether the terms of the agreement are being complied with by the respondent. Upon a finding that the terms of the conciliation agreement are not being complied with by the respondent, the commission shall take appropriate action to assure compliance.

8-4-7: RELEASE FROM ADMINISTRATIVE PROCESS; ALTERNATIVE JUDICIAL PROCEEDINGS UPON COMPLAINTS:

A. Administrative Release: A person claiming to be aggrieved by an unfair or discriminatory practice must initially seek an administrative relief by filing a complaint with the commission in accordance with section 8-4-1 of this chapter. A complainant, after the proper filing of a complaint with the commission, may subsequently commence an action for relief in the district court if all of the following conditions have been satisfied:

1. The complainant has timely filed the complaint with the commission as provided in section 8-4-3 of this chapter.

2. The complaint has been on file with the commission at least sixty (60) days and the commission has issued a release to the complainant pursuant to this section.

3. The complainant has requested an administrative release from the Iowa civil rights commission via the Dubuque human rights commission.

4. The complainant has received an administrative release from the Iowa civil rights commission.

B. Screening of Complaint: It is the legislative intent of this section that every complaint be at least preliminarily screened during the first sixty (60) days. This subsection does not authorize administrative closures if an investigation is warranted.

8-4-8: PROVISIONAL REMEDIES: If, any time after the filing of a complaint, it shall appear to the commission that there is reason to believe that the party charged has violated this chapter and there is reason to believe that the person charged is about to commit acts which would make impossible compliance with an order of the commission to alleviate the grievance, or it appears that a complainant may suffer irreparable injury as a result of alleged violation, the commission's attorney may seek a temporary injunction restraining the party charged from doing these acts pending completion of the proceedings under this chapter. A temporary injunction may be issued only after the respondent has been notified and afforded the opportunity to be heard, except that an ex parte temporary injunction may be issued when the complainant alleges housing discrimination.

8-4-9: JUDICIAL REVIEW; ENFORCEMENT ACTIONS:

A. Filing Petition for Judicial Review: Judicial review of the actions of the commission may be sought in accordance with the terms of the Iowa administrative procedure act 1. Notwithstanding the terms of such act, petition for judicial review may be filed in the district court in which an enforcement proceeding under subsection B of this section may be brought. For purposes

of the time limit for filing a petition for judicial review under the Iowa administrative procedure act, the issuance of a final decision of the commission under this chapter occurs on the date notice of the decision is mailed by regular mail to the parties. Notwithstanding the time limit provided in section 17A.19, subsection 3 of the code of Iowa, a petition for judicial review of no probable cause decisions and other final agency actions which are not of general applicability must be filed within thirty (30) days of the issuance of the final agency action.

B. Order for Enforcement: The commission may obtain an order for the enforcement of commission orders in a proceeding as provided in this section. Such an enforcement proceeding shall be brought in the district court of the district in the county in which the alleged discriminatory or unfair practice which is the subject of the commission's order was committed, or in which any respondent required in the order to cease or desist from a discriminatory or unfair practice or take other affirmative action, resides or transacts business.

C. Transcript of Record of Hearing Filed with Court: Such an enforcement proceeding shall be initiated by the filing of a petition in such court and the service of a copy thereof upon the respondent. Thereupon, the commission shall file with the court a transcript of the record of the hearing before it. The court shall have power to grant such temporary relief or restraining order as it deems just and proper, and to make and enter upon the pleadings, testimony, and proceedings set forth in such transcript an order enforcing, modifying, and enforcing as so modified, or setting aside the order of the commission, in whole or in part.

D. Consideration of Objection: An objection that has not been urged before the commission shall not be considered by the court in an enforcement proceeding unless the failure or neglect to urge such objection shall be excused because of extraordinary circumstances.

E. Remission of Case to Commission: Any party to the enforcement proceeding may move the court to remit the case to the commission in the interests of justice for the purposes of adducing additional specified and material evidence and seeking findings thereof, provided such party shall show reasonable grounds for the failure to adduce such evidence before the commission.

F. Determination Under State Statute: In the enforcement proceeding, the court shall determine its order on the same basis as it would in a proceeding reviewing commission action under section 17A.19 of the code of Iowa.

G. Availability of Testimony: The commission's copy of the testimony shall be available to all parties for examination at all reasonable times, without cost, and for the purpose of judicial review of the commission's orders.

H. Commission Attorney Appearance in Court: The commission may appear in court by its own attorney.

I. Expeditious Hearing on Petitions: Petitions filed under this section shall be heard expeditiously and determined upon the transcript filed without requirement for hearing.

J. Failure To Obtain Judicial Review: If no proceeding to obtain judicial review is instituted within thirty (30) days from the service of an order of the commission under section 8-4-6 of this chapter, the commission may obtain an order of the court for the enforcement of such order upon showing that respondent is subject to the jurisdiction of the commission and resides or transacts business within the county in which the petition for enforcement is brought.

8-4-10: RULE OF CONSTRUCTION: This chapter shall be construed liberally to effectuate its purpose.

8-5-1: DEFINITIONS: As used in this chapter:

AGGRIEVED PERSON: Any person who:

A. Claims to have been injured by discriminatory housing practice.

B. Believes that such person will be injured by a discriminatory housing practice that is about to occur.

COMPLAINANT: The person who files a complaint under section 8-5-6 of this chapter.

CONCILIATION: The attempted resolution of issues raised by a complaint, or by the investigation of such complaint, through informal negotiations involving the aggrieved person, the respondent, and the commission.

CONCILIATION AGREEMENT: A written agreement setting forth the resolution of the issues in conciliation.

DISCRIMINATORY HOUSING PRACTICE: An act that is unlawful under section 8-5-2, 8-5-4, or 8-5-5 of this chapter.

DWELLING: Any building, structure, or portion thereof which is occupied as, or

designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure, or portion thereof.

FAMILY: A single individual.

PERSON: An individual, corporation, partnership, association, labor organization, legal representative, mutual company, joint stock company, trust, unincorporated organizations, trustees, trustee in cases under title 11 of the United States code, receiver, fiduciary, or any other legal entity.

PREVAILING PARTY: The same as such term has in section 722 of the revised statutes of the United States (42 USC 1988).

RESPONDENT:

A. The person or other entity accused in a complaint of an unfair housing practice.

B. Any other person or entity identified in the course of investigation and notified as required with respect to respondents so identified under subsection 8-5-6A of this chapter.

SECRETARY: The U.S. secretary of housing and urban development.

STATE: The state of Iowa and any of its political subdivisions.

TO RENT: To lease, sublease, let, and otherwise grant for consideration the right to occupy premises not owned by the occupant.

8-5-2: PROHIBITIONS: It shall be unlawful:

A. To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, familial status, national origin, creed, age, disability, or sexual orientation.

B. To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provisions of services or facilities in connection therewith, because of race, color, religion, sex, familial status, national origin, creed, age, disability, or sexual orientation.

C. To make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, familial status, national origin, creed, age, disability, or sexual orientation, or an intention to make any such preference, limitation, or discrimination.

D. To represent to any person because of race, color, religion, sex, familial status, national origin, creed, age, disability, or sexual orientation that any dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available.

E. For profit, to induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or disabled persons of a particular race, color, religion, sex, familial status, national origin, creed, age, disability, or sexual orientation.

F. 1. To discriminate in the sale or rental, or to otherwise make unavailable or deny a dwelling to any buyer or renter because of a disability of:

a. That buyer or renter.

b. A person residing in or intending to reside in that dwelling after it is sold, rented, or made available.

c. Any person associated with that buyer or renter.

2. To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provisions of services or facilities in connection with such dwelling, because of a disability of:

a. That person.

b. A person residing in or intending to reside in that dwelling after it is sold, rented, or made available.

c. Any person associated with that person.

3. For purposes of this subsection, discrimination includes:

a. A refusal to permit, at the expense of the disabled person, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises, except that, in the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter, agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted.

b. A refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a

dwelling.

c. In connection with the design and construction of covered multi-family dwellings for first occupancy after March 13, 1991, a failure to design and construct those dwellings in such a manner that:

(1) The public use and common use portions of such dwellings are readily accessible to and usable by disabled persons.

(2) All the doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by disabled persons in wheelchairs.

(3) All premises within such dwellings contain the following features of adaptive design:

(A) An accessible route into and through the dwelling.

(B) Light switches, electrical outlets, thermostats, and other environmental controls in accessible locations.

(C) Reinforcements in bathroom walls to allow later installation of grab bars.

(D) Usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space.

4. Compliance with the appropriate requirements of the American national standard for buildings and facilities providing accessibility and usability for physically disabled persons (commonly cited as ANSI A117.1) suffices to satisfy the requirements of subsection F3c(3) of this section.

5. As used in this subsection, the term "covered multi-family dwellings" means:

a. Buildings consisting of four (4) or more units if such buildings have one or more elevators.

b. Ground floor units in other buildings consisting of four (4) or more units.

6. Nothing in this subsection requires that a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.

8-5-3: EXEMPTIONS:

A. Exemptions Enumerated: Nothing in section 8-5-2 of this chapter, other than subsection 8-5-2C of this chapter, shall apply to:

1. Any single-family house sold or rented by an owner; provided, that:

a. The private individual owner does not own more than three (3) such single-family houses at any one time.

b. In the sale of any single-family house, the private individual owner does not reside in, nor is the most recent resident of such house prior to such sale; the exemption granted by this subsection shall apply to only one such sale within a twenty-four (24) month period.

c. The bona fide private individual owner does not own any interest in, nor is there owned or reserved on the owner's behalf, under express of voluntary agreement, title to, or any right to all or a portion of the proceeds from the sale or rental of more than three (3) such single-family houses at one time.

d. There is no utilization in any manner of the sales or rental facilities or the sales or rental services of any real estate broker, agent, salesperson, or of such facilities or services of any person in the business of selling or renting dwellings, or of any employee or agent of any such broker, agent, salesperson, or person.

e. There is no publication, posting, or mailing, after notice, of any advertisement or written notice in violation of subsection 8-5-2C of this chapter. Nothing in this subsection prohibits the utilization of attorneys, escrow agents, abstractors, title companies, and other such professional assistance as necessary to perfect or transfer the title.

2. Rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four (4) families living independently of each other, if the owner actually maintains and occupies one of such living quarters as his residence.

B. Selling or Renting Dwellings: For the purposes of subsection A of this section, a person shall be deemed to be in the business of selling or renting dwellings if:

1. The person has, within the preceding twelve (12) months, participated as principal in three (3) or more transactions involving the sale or rental of any dwelling or any interest therein.

2. The person has, within the preceding twelve (12) months, participated as agent, other than in the sale of the person's own personal residence, in providing sales or rental facilities or sales or rental services in two (2) or more transactions involving the sale or rental of any dwelling or any interest therein.

3. The person is the owner of any dwelling designed or intended for occupancy by, or occupied by, five (5) or more families.

C. Religious Or Nonprofit Organizations: Nothing in this chapter shall prohibit a religious organization, association, or society or any nonprofit institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society, from limiting the sale, rental, or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons, unless membership in such religion is restricted on account of race, color, sex, familial status, national origin, creed, age, disability, or sexual orientation. Nor shall anything in this chapter prohibit a private club not in fact open to the public, which as an incident to its primary purpose or purposes provides lodging which it owns or operates for other occupancy of such lodging to its members or from giving preference to its members.

D. Applicability of Housing Regulations; Housing for Older Persons:

1. Nothing in this chapter limits the applicability of title 14, chapter 1 of this code regarding the maximum number of occupants permitted to occupy a dwelling. Nor does any provision in this chapter regarding familial status or age apply with respect to housing for older persons.

2. As used in this section, "housing for older persons" means housing:

a. Provided under any state or federal program that the secretary determines is specifically designed and operated to assist elderly persons, as defined in the state or federal program.

b. Intended for, and solely occupied by, persons sixty-two (62) years of age or older.

c. Intended and operated for occupancy by at least one person fifty-five (55) years of age or older per unit. In determining whether housing qualifies as housing for older persons under this subsection, the commission shall develop regulations which require at least the following factors:

(1) That at least eighty percent (80%) of the units are occupied by at least one person fifty-five (55) years of age or older per unit.

(2) The publication of and adherence to policies and procedures which demonstrate an intent by the owner or manager to provide housing for persons fifty-five (55) years of age or older.

3. Housing shall not fail to meet the requirements for housing for older persons by reason of:

a. Persons residing in such housing as of the date of enactment of this chapter who do not meet the age requirements of subsection D2b or D2c of this section; provided, that new occupants of such housing meet the age requirements of subsection D2b or D2c of this section.

b. Unoccupied units; provided, that such units are reserved for occupancy by persons who meet the age requirements of subsection D2b or D2c of this section.

4. Nothing in this chapter prohibits conduct against a person because such person has been convicted by any court of competent jurisdiction of the illegal manufacture or distribution of a controlled substance as defined in the controlled substances act (21 USC 802) or a violation of the controlled substances chapter of the Iowa Code 1.

8-5-4: DISCRIMINATION IN RESIDENTIAL REAL ESTATE RELATED TRANSACTIONS:

A. In General: It shall be unlawful for any person or other entity whose business includes engaging in residential real estate related transactions to discriminate against any person in making available such a transaction, or in the terms or conditions of such a transaction, because of race, color, religion, sex, familial status, national origin, creed, age, disability, or sexual orientation.

B. Definition: As used in this section, the term "residential real estate related transaction" means any of the following:

1. The making or purchasing of loans or providing other financial assistance:

a. For purchasing, constructing, improving, repairing, or maintaining a

dwelling.
b. Secured by residential real estate.
2. The selling, brokering, or appraising of residential real property.
C. Appraisal Exemption: Nothing in this chapter prohibits a person engaged in the business of furnishing appraisals of real property to take into consideration factors other than race, color, religion, sex, familial status, national origin, creed, age, disability, or sexual orientation.

8-5-5: DISCRIMINATION IN PROVISION OF BROKERAGE SERVICES: It shall be unlawful to deny any person access to or membership or participation in any multiple listing services, real estate brokers' organization, or other service, organization, or facility relating to the business of selling or renting dwellings, or to discriminate against such person in the terms or conditions of such access, membership, or participation, on account of race, color, religion, sex, familial status, national origin, creed, age, disability, or sexual orientation.

8-5-6: ADMINISTRATIVE ENFORCEMENT; PRELIMINARY MATTERS:

A. Complaints and Answers:
1. An aggrieved person may, not later than three hundred (300) days after an alleged discriminatory housing practice has occurred or terminated, file a complaint with the commission alleging such discriminatory housing practice. The commission, on the commission's own initiative, a commissioner, or the city attorney's office may also file such a complaint.
2. Such complaints shall be in writing and shall contain such information and be in such form as the commission requires.
3. The commission may also investigate housing practices to determine whether a complaint should be brought under this section.
4. Upon the filing of such a complaint:
a. The commission shall serve notice upon the aggrieved person acknowledging such filing and advising the aggrieved person of the time limits and choice of forums provided under this chapter;
b. The commission shall, not later than ten (10) days after such filing or the identification of an additional respondent under subsection A7 of this section, serve on the respondent a notice identifying the alleged discriminatory housing practice and advising such respondent of the procedural rights and obligations of respondents under this chapter, together with a copy of the original complaint;
c. Each respondent may file, not later than ten (10) days after receipt of notice from the commission, an answer to such complaint; and
d. The commission shall make an investigation of the alleged discriminatory housing practice and complete such investigation within one hundred (100) days after the filing of the complaint unless it is impracticable to do so.
5. If the commission is unable to complete the investigation within one hundred (100) days after the filing of the complaint, the commission shall notify the complainant and respondent in writing of the reasons for not doing so.
6. Complaints and answers shall be under oath or affirmation and may be reasonably and fairly amended at any time.
7. A person who is not named as a respondent in a complaint, but who is identified as a respondent in the course of investigation, may be joined as an additional or substitute respondent upon written notice. Such notice, in addition to meeting the requirements of subsection A of this section, shall explain the basis for the commission's belief that the person to whom the notice is addressed is properly joined as a respondent.

B. Investigative Report and Conciliation:
1. Beginning with the filing of a complaint, the commission shall, to the extent feasible, engage in conciliation with respect to such complaint.
2. A conciliation agreement arising out of such conciliation shall be an agreement between the respondent and the complainant and shall be subject to approval by the commission.
3. A conciliation agreement may provide for binding arbitration of the dispute arising from the complaint. Any such arbitration that results from a conciliation agreement may award appropriate relief, including monetary relief.
4. Each conciliation agreement shall be made public unless the complainant and respondent otherwise agree and the commission determines that disclosure is not required to further the purposes of this chapter.
5.a. At the end of each investigation under this section, the commission shall prepare a final investigative re-

port containing:

(1) The names and dates of contacts with witnesses.

(2) A summary and the dates of correspondence and other contacts with the aggrieved person and the respondent.

(3) A summary description of other pertinent records.

(4) A summary of witness statements.

(5) Answers to interrogatories.

b. A final report under this subsection may be amended if additional evidence is later discovered.

C. Failure to Comply with Conciliation Agreement: Whenever the commission has probable cause to believe that a respondent has breached a conciliation agreement, the commission shall refer the matter to the city attorney's office with a recommendation that a civil action be filed for the enforcement of such agreement.

D. Prohibitions and Requirements with Respect to Disclosure of Information:

1. Nothing said or done in the course of conciliation under this chapter may be made public or used as evidence in a subsequent proceeding under this chapter without the written consent of the persons concerned.

2. Notwithstanding subsection D1 of this section, the commission shall make available to the aggrieved person and the respondent, at any time, upon request following completion of the commission's investigation, information derived from an investigation and any final investigative report relating to that investigation.

E. Prompt Judicial Action: If the commission concludes at any time following the filing of a complaint that prompt judicial action is necessary to carry out the purposes of this chapter, the commission may authorize a civil action for appropriate temporary or preliminary relief pending final disposition of the complaint under this section. Upon receipt of such authorization, the city attorney's office shall promptly commence and maintain such an action. Any temporary restraining order or other order granting preliminary or temporary relief shall be issued in accordance with the Iowa rules of civil procedure. The commencement of a civil action under this subsection does not affect the initiation of continuation of administrative proceedings under this chapter.

8-5-7: PROBABLE CAUSE DETERMINATION AND EFFECT:

A. Issuance of Determination: If the commission determines that probable cause exists to believe that a discriminatory housing or real estate practice has occurred or is about to occur, the commission shall immediately issue a determination unless the commission determines that the legality of a zoning or land use law or ordinance is involved as provided in subsection D of this section.

B. Conditions of Determination: A cause determination must:

1. Consist of a short and plain statement of the facts on which the commission has found probable cause to believe that a discriminatory housing or real estate practice has occurred or is about to occur.

2. Be based on the final investigative report.

3. Need not be limited to the facts or grounds alleged in the complaint.

C. Distribution of Copies of Determination: Not later than twenty (20) days after the commission issues a cause determination, the commission shall send a copy of the determination with information as to how to make an election under section 8-5-9 of this chapter to all of the following persons:

1. Each respondent.

2. Each aggrieved person on whose behalf the complaint was filed.

D. Land Use Issues: If the commission determines that the matter involves the legality of a state or local zoning or other land use ordinance, the commission shall not issue a determination and shall immediately refer the matter to the city attorney's office for appropriate action.

E. Dismissal of Complaint: If the commission determines that no probable cause exists to believe that a discriminatory housing or real estate practice has occurred or is about to occur, the commission shall promptly dismiss the complaint. The commission shall make public disclosure of each dismissal under this chapter.

F. Trial or Civil Action: The commission shall not issue a determination under this subsection regarding an alleged discriminatory housing or real estate practice after the beginning of the trial of a civil action commenced by the aggrieved party under federal or state law seeking relief with respect to the discriminatory housing or real estate practice.

8-5-8: SUBPOENAS; GIVING OF EVIDENCE:

A. In General: The commission may issue subpoenas and order discovery in aid of investigations and hearings under this chapter. Such subpoenas and discovery may be ordered to the same extent and subject to the same limitations as would apply for county attorney subpoenas.

B. Criminal Penalties:

1. Any person who willfully fails or neglects to attend and testify or to answer any lawful inquiry or to produce records, documents, or other evidence, if it is in such person's power to do so, in obedience to a subpoena or other lawful order under subsection A of this section, shall be referred to the city attorney's office or the county attorney's office for prosecution.

2. Any person who, with intent thereby to mislead another person in any proceeding under this chapter, does the following shall be referred to the city attorney's office or the county attorney's office for prosecution:

a. Makes or causes to be made any false entry or statement of fact in any report, account, record, or other document produced pursuant to subpoena or other lawful order under subsection A of this section;

b. Willfully neglects or fails to make or to cause to be made full, true, and correct entries in such reports, accounts, records, or other documents;

c. Willfully mutilates, alters, or by any other means falsifies any documentary evidence.

8-5-9: ENFORCEMENT BY COMMISSION:

A. Election of Judicial Determination: When a probable cause determination has been issued, a complainant, a respondent, or an aggrieved person on whose behalf the complaint was filed may elect to have the claims asserted in that complaint decided in a civil action under section 8-5-12 of this chapter in lieu of a hearing under subsection F of this section. The election must be made not later than twenty (20) days after the receipt by the electing person of service under section 8-5-7 of this chapter, or, in the case of the commission, not later than twenty (20) days after such service. The person making such election shall give notice of doing so to the commission and to all other complaints and respondents to whom the complaint relates.

B. Administrative Law Judge Hearing in Absence of Election: If an election is not made under subsection A of this section with respect to a complaint, the commission shall provide an opportunity for a hearing on the record with respect to the complaint issued under section 8-5-6 of this chapter. The commission shall delegate the conduct of a hearing under this section to an administrative law judge appointed by the commission.

C. Rights of Parties: At a hearing under this section, each party may appear in person, be represented by counsel, present evidence, cross examine witnesses, and obtain the issuance of subpoenas under section 8-5-8 of this chapter. Any aggrieved person may intervene as a party in the proceeding. The Iowa rules of evidence apply to the presentation of evidence in such hearing as they would in a civil action in the Iowa district court.

D. Expedited Discovery and Hearing:

1. Discovery in administrative proceedings under this section shall be conducted as expeditiously and inexpensively as possible, consistent with the need of all parties to obtain relevant evidence.

2. A hearing under this section shall be conducted as expeditiously and inexpensively as possible, consistent with the needs and rights of the parties to obtain a fair hearing and a complete record.

E. Resolution of Charge: Any resolution of a charge before a final order under this section shall require the consent of the aggrieved person on whose behalf the charge is issued.

F. Hearings, Findings, Conclusions and Order:

1. The administrative law judge shall commence the hearing under this section no later than one hundred twenty (120) days following the probable cause determination, unless it is impracticable to do so. If the administrative law judge is unable to commence the hearing within one hundred twenty (120) days after the determination, the administrative law judge shall notify the commission, the aggrieved person on whose behalf the charge was filed, and the respondent, in writing, of the reasons for not doing so.

2. The administrative law judge shall make findings of fact and conclusions of law within sixty (60) days after the end of the hearing under this section, unless it is impracticable to do so. If the administrative law judge

is unable to make findings of fact and conclusions of law within such period, or any succeeding sixty (60) day period thereafter, the administrative law judge shall notify the commission, the aggrieved person on whose behalf the charge was filed and the respondent, in writing, of the reasons for not doing so.

3. If the administrative law judge finds that a respondent has engaged or is about to engage in a discriminatory housing practice, such administrative law judge shall promptly issue an order for such relief as may be appropriate, which may include actual damages suffered by the aggrieved person and injunctive or other equitable relief. Such order may, to vindicate the public interest, assess a civil penalty against the respondent in an amount not to exceed those established by the federal fair housing act in section 42 USC 3612.

4. No such order shall affect any contract, sale, encumbrance, or lease consummated before the issuance of such order and involving a bona fide purchaser, encumbrancer, or tenant without actual notice of the charge filed under this chapter.

5. In the case of an order with respect to a discriminatory housing practice that occurred in the course of a business subject to licensing or regulation by a governmental agency, the commission shall, not later than thirty (30) days after the date of the issuance of such order or if such order is judicially reviewed, thirty (30) days after such order is in substance affirmed upon such review:

a. Send copies of the findings of fact, conclusion of law, and the order to that governmental agency.

b. Recommend to that governmental agency appropriate disciplinary action including, where appropriate, the suspension or revocation of the license of the respondent.

6. If the administrative law judge finds that the respondent has not engaged or is not about to engage in a discriminatory housing practice, as the case may be, such administrative law judge shall enter an order dismissing the charge. The commission shall make public disclosure of each such dismissal.

7. An administrative law judge may not continue administrative proceedings under this section regarding any alleged discriminatory housing practice after the beginning of the trial of a civil action commenced by the aggrieved party under a federal or state law, seeking relief with respect to that discriminatory housing practice.

8-5-10: REVIEW BY COMMISSION; SERVICE OF FINAL ORDER:

A. The commission may review any finding, conclusion, or order issued under section 8-5-9 of this chapter. Such review shall be completed not later than sixty (60) days after the finding, conclusion, or order is so issued; otherwise the finding, conclusion, or order becomes final.

B. The commission shall cause the findings of fact and conclusions of law made with respect to any final order for relief under this section, together with a copy of such order, to be served on each aggrieved person and each respondent in the proceeding.

8-5-11: JUDICIAL REVIEW:

A. Review Of Order: Any party aggrieved by a final order for relief under this section granting or denying in whole or in part the relief sought may obtain review of such order by filing a petition for review not later than thirty (30) days after the order is issued in the Iowa district court pursuant to chapter 17A, code of Iowa.

B. Court Enforcement of Administrative Order Upon Petition by Commission:

1. The commission may petition the Iowa district court in which any respondent resides or transacts business for the enforcement of the order of the administrative law judge and for appropriate temporary relief or restraining order by filing in such court a written petition praying that such order be enforced and for appropriate temporary relief or restraining order.

2. The commission shall file in court with the petition the record of the proceeding. A copy of such petition shall be forthwith transmitted by the commission to the parties to the proceeding before the administrative law judge.

C. Relief Which May Be Granted:

1. Upon the filing of a petition under section 8-5-6 of this chapter, the court may, pursuant to section 216.17 of the code of Iowa:

a. Grant to the petitioner, or any other party, such temporary relief, restraining order, or other order as the court deems just and proper.

b. Affirm, modify, or set aside, in whole or in part, the order, or

remand the order for further proceedings.

c. Enforce such order to the extent that such order is affirmed or modified.

2. Any party to the proceeding before the administrative law judge may intervene on appeal to the court.

3. No objection not made before the administrative law judge shall be considered by the court, unless the failure or neglect to urge such objection is excused because of extraordinary circumstances.

D. Court Enforcement of Administrative Order Upon Petition of Any Person Entitled to Relief: After a final order of the commission, any person entitled to relief under the order may petition for a decree enforcing the order in the Iowa district court in Dubuque County, Iowa.

E. Civil Action for Enforcement When Election Is Made for Such Civil Action:

1. If an election is made under subsection 8-5-7C of this chapter, the commission shall authorize, not later than thirty (30) days after the election is made, the city attorney's office to commence and maintain a civil action on behalf of the aggrieved person in the Iowa district court in and for Dubuque County seeking relief under this subsection in accordance with section 216.16A of the code of Iowa.

2. Any aggrieved person with respect to the issues to be determined in a civil action under this subsection may intervene as of right in that civil action.

3. In a civil action under this subsection, if the court finds that a discriminatory housing practice has occurred or is about to occur, the court may grant as relief any relief which a court could grant with respect to such discriminatory housing practice in a civil action under section 8-5-12 of this chapter. Any relief so granted that would accrue to an aggrieved person in a civil action commenced by that aggrieved person under section 8-5-12 of this chapter shall also accrue to that aggrieved person in a civil action under this subsection. If monetary relief is sought for the benefit of an aggrieved person who does not intervene in the civil action, the court shall not award such relief if that aggrieved person has not complied with discovery orders entered by the court.

F. Attorney Fees: In any administrative proceeding brought under this section or any court proceeding arising therefrom or any civil action, the administrative law judge or the court, as the case may be, in its discretion, may allow the prevailing party, other than the commission, reasonable attorney fees and costs.

8-5-12: ENFORCEMENT BY PRIVATE PERSONS:

A. Civil Action:

1. An aggrieved person may commence a civil action in an appropriate United States district court or state court not later than two (2) years after the occurrence or the termination of an alleged discriminatory housing practice, or the breach of a conciliation agreement entered into under this chapter, whichever occurs last, to obtain appropriate relief with respect to such discriminatory housing practice or breach.

2. The computation of such two (2) year period shall not include any time during which an administrative proceeding under this chapter was pending with respect to a complaint or charge under this chapter based upon such discriminatory housing practice. This subsection does not apply to actions arising from a breach of a conciliation agreement.

B. Conciliation Agreement Precludes Action: An aggrieved person may commence a civil action under this subsection whether or not a complaint has been filed under section 8-5-6 of this chapter and without regard to the status of any such complaint, but if the commission or the Iowa civil rights commission has obtained a conciliation agreement with the consent of an aggrieved person, no action may be filed under this subsection by such aggrieved person with respect to the alleged discriminatory housing practice which forms the basis for such complaint except for the purpose of enforcing the terms of such an agreement.

C. Administrative Hearing Precludes Civil Action: An aggrieved person may not commence a civil action under this subsection with respect to an alleged discriminatory housing practice if an administrative law judge has commenced a hearing on the record under this chapter with respect to such charge.

D. Appointment of Attorney by Court: Upon application by a person alleging a discriminatory housing practice or a

person against whom such a practice is alleged, the court may:

1. Appoint an attorney for such person.
2. Authorize the commencement or continuation of a civil action under subsection A of this section without the payment of fees, costs, or security if in the opinion of the court such person is financially unable to bear the costs of such action.

E. Relief Which May Be Granted:

1. In a civil action under subsection A of this section, if the court finds that a discriminatory housing practice has occurred or is about to occur, the court may award to the plaintiff actual and punitive damages and, subject to subsection F of this section, may grant as relief, as the court deems appropriate, any permanent or temporary injunction, temporary restraining order, or other order, including an order enjoining the defendant from engaging in such practice or ordering such affirmative action as may be appropriate.
2. In a civil action under subsection A of this section, the court, in its discretion, may allow the prevailing party reasonable attorney fees and costs.

F. Effect on Certain Sales, Encumbrances and Rentals: Relief granted under this section shall not affect any contract, sale, encumbrance, or lease consummated before the granting of such relief and involving a bona fide purchaser, encumbrancer, or tenant without actual notice of the filing of a complaint or civil action under this chapter.

G. Intervention by City Attorney's Office: Upon timely application, the city attorney's office may intervene in such civil action, if the city attorney's office certifies that the case is of general public importance. Upon such intervention, the city attorney's office may obtain such relief as would be available to the city attorney's office under section 8-5-13 of this chapter in a civil action to which such section applies.

8-5-13: ENFORCEMENT BY CITY ATTORNEY'S OFFICE:

A. Probable Cause: On the request of the commission, the city attorney's office may file a civil action in the district court for appropriate relief if the commission has probable cause to believe that any of the following applies:

1. A person is engaged in a pattern or practice of resistance to the full enjoyment of any housing right granted by this chapter.
2. A person has been denied any housing right granted by this chapter and that denial raises an issue of general public importance.

B. Legal Action; Enforcement: The commission may request the city attorney's office to take appropriate legal action of a discriminatory housing practice or to enforce a conciliation agreement.

1. The city attorney's office may commence a civil action in any appropriate court for appropriate relief with respect to a discriminatory housing practice referred to the city attorney's office.
2. A civil action under this subsection may be commenced no later than the expiration of the two (2) years after the date of the occurrence of the termination of the alleged discriminatory housing practice as provided in section 216.16A of the code of Iowa.
3. The city attorney's office may commence a civil action in any appropriate court for appropriate relief with respect to breach of a conciliation agreement referred to the city attorney's office by the commission.
4. A civil action may be commenced under this subsection no later than the expiration of ninety (90) days after the referral of the alleged breach under subsection 8-5-6C of this chapter.
5. The city attorney's office, on behalf of the commission or other party at whose request a subpoena is issued under this chapter, may enforce such subpoena in appropriate proceedings in the district court for the district in which the person to whom the subpoena was addressed resides, was served, or transacts business.
6. Relief may be granted in civil actions under subsections A and B of this section in accordance with section 216.17A of the code of Iowa. In a civil action under subsection A or B of this section, the court:

a. May award such preventive relief, including a permanent or temporary injunction, restraining order, or other order against the person responsible for a violation of this chapter as is necessary to assure the full enjoyment of the rights granted by this chapter.
b. May award such other relief as the court deems appropriate, including monetary damages to the person aggrieved.
c. May, to vindicate the public interest, assess a civil penalty against the respondent:

(1) In an amount not exceeding fifty thousand dollars ($50,000.00) for a first violation.

(2) In an amount not exceeding one hundred thousand dollars ($100,000.00) for any subsequent violation.

C. Attorney Fees and Costs: In a civil action under this section, the court, in its discretion, may allow the prevailing party reasonable attorney fees and costs.

D. Intervention in Civil Actions: Upon timely application, any person may intervene in a civil action commenced by the city attorney's office under subsection A or B of this section, which involves an alleged discriminatory housing practice with respect to which such person is an aggrieved person or a conciliation agreement to which such person is a party. The court may grant such appropriate relief to any such intervening party as is authorized to be granted to a plaintiff in a civil action under section 8-5-12 of this chapter.

8-5-14: COOPERATION WITH STATE AND FEDERAL AGENCIES: The commission may cooperate with state and federal agencies charged with the administration of state and federal fair housing laws and, with the consent of such agencies, utilize the services of such agencies and their employees and, in furtherance of such cooperative efforts, the commission may enter into written agreements with such state or federal agencies.

8-5-15: INTERFERENCE, COERCION OR INTIMIDATION; ENFORCEMENT BY CIVIL ACTION: It shall be unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of such person having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by this chapter.

8-5-16: VIOLATIONS; BODILY INJURY; DEATH; PENALTIES: Whoever, whether or not acting under color of law, by force or threat of force willfully injures, intimidates, or interferes with, or attempts to injure, intimidate, or interfere with the following described persons shall be referred to the county attorney's office for prosecution:

A. Any person because of such person's race, religion, sex, familial status, national origin, creed, age, disability, or sexual orientation and because such person is or has been selling, purchasing, renting, financing, occupying, or contracting or negotiating for the sale, purchase, rental, financing, or occupation of any dwelling, or applying for or participating in any service, organization, or facility relating to the business of selling or renting dwellings.

B. Any person because such person is or has been, or in order to intimidate such person or any other person or any class of persons from:

1. Participating, without discrimination on account of race, color, religion, sex, familial status, national origin, creed, age, disability, or sexual orientation in the activities, services, organizations, or facilities described in subsection A of this section.

2. Affording another person or class of persons opportunity or protection so to participate.

C. Any citizen because such person is or has been, or in order to discourage such citizen or any other citizen from lawfully aiding or encouraging other persons to participate, without discrimination on account of race, color, religion, sex, familial status, national origin, creed, age, disability, or sexual orientation in any of the activities, services, organizations, or facilities described in subsection A of this section, or participating lawfully in speech or peaceful assembly opposing any denial of the opportunity to so participate.

8-5-17: DISCLAIMER OF PREEMPTIVE EFFECT: Nothing in this chapter limits any right, procedure, or remedy available under the federal or state constitution.

Section 2. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 7th day of July 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

*Editors Note: Ordinance was not published. See July 14, 2025, meeting*

3. Proceedings to Complete Action on the Issuance of $761,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Green Alley Sponsorship Project: Motion by Farber to receive and file the documents and adopt Resolution No. 241-25 Authorizing and approving a Loan and Disbursement Agreement, providing for the issuance and securing the payment of $761,000 Storm Water Revenue Bonds, Series 2025 and authorizing the related reduction of the interest rate on the Stormwater Management Utility Revenue Capital Loan Note No. R-1, Series 2019, dated April 12, 2019. Seconded by Resnick. Motion carried 7-0.

**RESOLUTION NO. 241-25**

**AUTHORIZING AND APPROVING A LOAN AND DISBURSEMENT AGREEMENT, PROVIDING FOR THE ISSUANCE AND**

**SECURING THE PAYMENT OF $761,000 STORM WATER REVENUE BONDS, SERIES 2025 AND AUTHORIZING THE RELATED REDUCTION OF THE INTEREST RATE ON THE STORMWATER MANAGEMENT UTILITY REVENUE CAPITAL LOAN NOTE NO. R-1, SERIES 2019, DATED APRIL 12, 2019**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, did heretofore establish a Storm Water Management Utility System (the "Utility") in and for the City; and

Whereas, the management and control of the Utility are vested in the City Council (the "Council") and no board of trustees exists for this purpose; and

Whereas, pursuant to prior resolutions of the Council, the City has heretofore issued Storm Water Revenue bonds or notes (the "Outstanding Bonds") as set forth in prior proceedings of the Council, and a portion of such prior Storm Water Revenue debt remains outstanding; and

Whereas, pursuant to the resolutions (the "Outstanding Bond Resolutions") relating to and authorizing the Outstanding Bonds, the City reserved the right to issue additional obligations payable from the Net Revenues (as defined herein) of the Utility and ranking on a parity with the Outstanding Bonds under the terms and conditions set forth in the Outstanding Bond Resolutions; and

Whereas, the City will undertake the construction of a certain water resource restoration project (the "Project"); and

Whereas, pursuant to Section 384.84 of the Code of Iowa, the City has the authority to issue revenue bonds to pay for such qualifying water resource restoration projects; and

Whereas, the Iowa Finance Authority (the "Lender") has agreed to provide financing for the Project by decreasing the interest rate on the City's outstanding Stormwater Management Utility Revenue Capital Loan Note No. R-1, Series 2019, dated April 12, 2019 (the "Series 2019 Note") and providing a 0% interest loan to the City for the Project; and

Whereas, the City has heretofore proposed to contract indebtedness and enter into a certain Storm Water Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed $761,000, pursuant to the provisions of Sections 384.24A and 384.84A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing the Project, and has published notice of the proposed action and has held a hearing thereon on June 2, 2025; and

Whereas, it is necessary at this time for the City Council to approve the Agreement with the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa, as lender (the "Lender") and to issue Storm Water Revenue Bonds, Series 2025 (the "Bonds") in evidence thereof in the principal amount of $761,000 to pay the costs of the Project, and in conjunction therewith to decrease the interest rate on the Series 2019 Note to 1.06% per annum.

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

Section 1. It is hereby determined that the City shall enter into the Agreement with the Lender. The Agreement shall be in substantially the form as has been placed on file with the City and shall provide for a loan (the "Loan") to the City in the amount of $761,000, for the purpose as set forth in the preamble hereof.

The Mayor and City Clerk are hereby authorized and directed to sign the Agreement on behalf of the City, and the Agreement is hereby approved.

Section 2. The Bonds are hereby authorized to be issued in evidence of the obligation of the City under the Agreement, in the aggregate principal amount of $761,000, to be dated the date of delivery to or upon the direction of the Lender. The Bonds shall not bear interest.

The Bonds may be in the denomination of $1,000 each or any integral multiple thereof and, at the request of the Lender, shall be initially issued as a single bond in the denomination of $761,000 and numbered R-1.

The City Clerk is hereby designated as the Registrar and Paying Agent for the Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent."

Payment of the principal of the Bonds and premium, if any, shall be payable at the office of the Paying Agent to the registered owners thereof appearing on the registration books of the City. All such payments, except full redemption, shall be made to the registered owners appearing on the registration books at the close of business on the fifteenth day of the month next preceding the payment date. Final payment of principal shall only be made upon surrender of the Bond or Bonds to the Paying Agent.

If applicable pursuant to the Agreement, in addition to the payment of principal of the Bonds, the City also agrees to pay the Initiation Fee (defined in the Agreement) in accordance with the terms of the Agreement.

The Bonds shall be executed on behalf of the City with the official manual or facsimile signature of the Mayor and attested with the official manual or facsimile signature of the City Clerk, and shall be fully registered bonds without interest coupons. The issuance of the

Bonds and the amount of the Loan advanced thereunder shall be recorded in the office of the City Treasurer, and the certificate on the back of each Bond shall be executed with the official manual or facsimile signature of the City Treasurer. In case any officer whose signature or the facsimile of whose signature appears on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Bonds shall be fully registered as to principal in the names of the owners on the registration books of the City kept by the Registrar. Each Bond shall be transferable without cost to the registered owner thereof only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The record and identity of the owners of the Bonds shall be kept confidential as provided by Section 22.7 of the Code of Iowa.

The Bonds are subject to optional redemption by the City at a price of par (i) on any date with the prior written consent of the Lender, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Bonds by the City may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days' notice of redemption by facsimile, e-mail, certified or registered mail to the Lender (or any other registered owner of the Bonds). The Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

All of the Bonds, together with the Outstanding Bonds and any additional obligations as may be hereafter issued and outstanding from time to time ranking on a parity therewith under the conditions set forth herein (which additional obligations are hereinafter sometimes referred to as "Parity Obligations"), shall be payable solely from the Net Revenues of the Utility and the Sinking Fund hereinafter referred to, both of which are hereby pledged to the payment of the Bonds. The Bonds shall be a valid claim of the owners thereof only against said Net Revenues and Sinking Fund. None of the Bonds shall be a general obligation of the City, nor payable in any manner by taxation, and under no circumstances shall the City or the Utility be in any manner liable by reason of the failure of the Net Revenues of the Utility to be sufficient for the payment in whole or in part of the Bonds.

Section 3. The Bonds shall be executed as herein provided as soon after the adoption of this resolution as may be possible and thereupon they shall be delivered to the Registrar for registration and delivery to the Lender, upon receipt of the loan proceeds (the "Loan Proceeds"), and all action heretofore taken in connection with the Agreement is hereby ratified and confirmed in all respects.

Section 4. The Bonds shall be in substantially the [Provided] form:

Section 5. The Loan Proceeds shall be held by the Lender and disbursed for costs of the Project, as referred to in the preamble hereof. The City will keep a detailed, segregated accounting of the expenditure of the Loan Proceeds.

Section 6. So long as any of the Bonds, the Outstanding Bonds or any Parity Obligations are outstanding, the City shall continue to maintain the Utility in good condition, and the Utility shall continue to be operated in an efficient manner and at a reasonable cost as a revenue producing undertaking. The City shall establish, impose, adjust and provide for the collection of rates to be charged to customers of the Utility, including the City, to produce gross revenues (hereinafter sometimes referred to as the "Gross Revenues") at least sufficient to pay the expenses of operation and maintenance of the Utility, which shall include salaries, wages, cost of maintenance and operation, materials, supplies, insurance and all other items normally included under recognized accounting practices (but does not include allowances for depreciation in the valuation of physical property) (which such expenses are hereinafter sometimes referred to as the "Operating Expenses") and to leave a balance of net revenues (herein referred to as the "Net Revenues") equal to at least 110% of the principal of and interest on all of the Bonds, the Outstanding Bonds and any other Parity Obligations due in such fiscal year, as the same become due.

Section 7. The provisions, covenants, undertakings and stipulations for the operation of the Utility and for the collection, application and use of the Gross Revenues and income from such operation, as set forth in the Outstanding Bond Resolutions shall inure and appertain to the Bonds to the same extent and with like force and effect as if herein set out in full, except only insofar as the same may be inconsistent with this resolution.

Nothing in this resolution shall be construed to impair the rights vested in the Outstanding Bonds. The amounts herein required to be paid into the various funds hereafter named shall be inclusive of said payments required with respect to the Outstanding Bonds. The provisions of the Outstanding Bond Resolutions and the provisions of this

resolution are to be construed whenever possible so that the same will not be in conflict. In the event such construction is not possible, the provisions of the resolution first adopted shall prevail until such time as the obligations authorized by such resolution have been paid or otherwise satisfied as therein provided, at which time the provisions of this resolution shall again prevail.

The provisions of the Outstanding Bond Resolutions with respect to the issuance of Parity Obligations are hereby recognized, and it is hereby found, determined and declared that the Lender has consented in writing to the issuance of the Bonds on a parity with the Outstanding Bonds and has waived any and all provisions of the Outstanding Bond Resolutions with respect to certain requirements and conditions that must be met prior to the issuance of the Bonds.

Section 8. From and after the issuance of the Bonds, the Gross Revenues of the Utility shall continue to be set aside into the City's Storm Water Utility Revenue Fund (the "Revenue Fund") created under the Outstanding Bond Resolutions. The Revenue Fund shall be used in maintaining and operating the Utility, and after payment of the Operating Expenses shall, to the extent provided in this resolution and the Outstanding Bond Resolutions, be used to pay the principal of and interest on the Bonds, the Outstanding Bonds and any Parity Obligations, and to create and maintain the several separate funds hereinafter described and in the following priority:

A. Operation and Maintenance Fund. The provisions in and by the Outstanding Bond Resolutions, whereby there has been created and is to be maintained an account known as the Storm Water Utility Revenue Operation and Maintenance Fund (the "Operation and Maintenance Fund"), are all hereby ratified and confirmed. There shall be deposited in the Operation and Maintenance Fund each month an amount sufficient to meet the current expenses of the month plus an amount equal to $1/12^{th}$ of expenses payable on an annual basis such as insurance. After the first day of the month, further deposits may be made to this account from the Revenue Fund to the extent necessary to pay current expenses accrued and payable to the extent that funds are not available in the Surplus Fund.

B. Sinking Fund. The provisions in and by the Outstanding Bond Resolutions, whereby there has been created and is to be maintained a Storm Water Utility Revenue Capital Loan Note Principal and Interest Sinking Fund (herein referred to as the "Sinking Fund"), and for the payment into said fund from the Net Revenues of the Utility such portion thereof as will be sufficient to pay the interest on and principal of the Outstanding Bonds, are all hereby ratified and confirmed, and all such provisions shall inure and constitute the security for the payment of the principal of the Bonds hereby authorized as may be outstanding from time to time; provided, however that on the tenth day of each month of each year, the minimum amount to be set aside, in addition to the amounts required to be set aside in the Outstanding Bond Resolutions, and paid into the Sinking Fund shall be not less than as follows:

Commencing on August 1 2025, and continuing to and including May 1, 2026, an amount equal to $1/10^{th}$ of the installment of principal coming due on June, 1, 2025, and thereafter, commencing on June 1, 2025, and continuing to final maturity, an amount equal to $1/12^{th}$ of the installment of principal coming due on such Bonds on the next succeeding principal payment date until the full amount of such installment is on deposit in the Sinking Fund.

Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Bonds, the Outstanding Bonds and any Parity Obligations as the same shall become due and payable. Whenever Parity Obligations are issued under the conditions and restrictions hereinafter set forth, provision shall be made for additional payments to be made into the Sinking Fund for the purpose of paying the interest on and principal of such Parity Obligations.

If at any time there should be a failure to pay into the Sinking Fund the full amount above stipulated, then an amount equivalent to the deficiency shall be paid into the Sinking Fund from the Net Revenues of the Utility as soon as available, and the same shall be in addition to the amount otherwise required to be so set apart and paid into the Sinking Fund.

No further payments need be made into the Sinking Fund when and so long as the amount therein is sufficient to retire all of the Bonds, the Outstanding Bonds and any Parity Obligations then outstanding which are payable from the Sinking Fund and to pay all interest to become due thereon prior to such retirement, or if provision for such payment has been made.

C. Subordinate Obligations. Money in the Revenue Fund may next be used to pay principal of and interest on (including reasonable reserves therefor) any other obligations which by their terms shall be payable from the revenues of the Utility, but subordinate to the Bonds, the Outstanding Bonds and Parity Obligations, and which have been issued for the purposes of extensions and improvements to the Utility or to retire the Bonds, the Outstanding Bonds or Parity Obligations in advance of maturity, or to pay for extraordinary

repairs or replacements to the Utility. From time to time there may be established and maintained additional, subordinate sinking funds (the "Subordinate Debt Funds"), into which shall be deposited, after first making all required deposits into the Operation and Maintenance Fund and the Sinking Fund, sufficient sums to pay principal and interest requirements on the Subordinate Obligations.

D. Surplus Revenue. The provisions in and by the Outstanding Bond Resolutions whereby there has been created and there is to be maintained a separate and special fund known as the Surplus Fund, into which there shall be set apart and paid all of the Net Revenues remaining after first making the required payments into the Operation and Maintenance Fund, the Sinking Fund, and the Subordinate Debt Funds, if any, are hereby ratified and confirmed. All money thereafter remaining in the Revenue Fund at the close of each month may be used to pay for extraordinary repairs or replacements to the Utility, or may be used to pay or redeem the Bonds, the Outstanding Bonds or Parity Obligations, any of them, or for any lawful purpose.

Money in the Revenue Fund shall be allotted and paid into the various funds and accounts hereinbefore referred to in the order in which said funds are listed, on a cumulative basis, on the tenth day of each month, or on the next succeeding business day when the tenth shall not be a business day; and if in any month the money in the Revenue Fund shall be insufficient to deposit or transfer the required amount in any of said funds or accounts, the deficiency shall be made up in the following month or months after payments into all funds and accounts enjoying a prior claim to the revenues shall have been met in full.

Section 9. All money held in any fund or account created or to be maintained under the terms of this resolution shall be deposited in lawful depositories of the City or invested in accordance with Chapters 12B and 12C of the Code of Iowa and continuously held and secured as provided by the laws of the State of Iowa relating to the depositing, securing, holding and investing of public funds. All interest received by the City as a result of investments under this section shall be considered to constitute Gross Revenues of the Utility and shall be deposited in or transferred to the Revenue Fund and used solely and only for the purposes specified herein for such funds.

Section 10. The City hereby covenants and agrees with the owner or owners of the Bonds, the Outstanding Bonds and any Parity Obligations, or any of them, that from time to time may be outstanding, that it will faithfully and punctually perform all duties with reference to the Utility required and provided by the Constitution and laws of the State of Iowa, that it will segregate the Gross Revenues of the Utility and make application thereof in accordance with the provisions of this resolution and that it will not sell, lease or in any manner dispose of the Utility or any part thereof, including any and all extensions and additions that may be made thereto, until all of the Bonds, the Outstanding Bonds and any Parity Obligations shall have been paid in full, both principal and interest, or unless and until provision shall have been made for the payment of the Bonds, the Outstanding Bonds and any Parity Obligations and interest thereon in full; provided, however, that the City may dispose of any property which in the judgment of the Council, or such duly constituted body as may then be charged with the operation of the Utility, is no longer useful or profitable in the operation of the Utility nor essential to the continued operation thereof and when the sale thereof will not operate to reduce the revenues to be derived from the operation of the Utility.

Section 11. Upon a breach or default of a term of the Bonds, the Outstanding Bonds or any Parity Obligations, the Outstanding Bond Resolutions and this resolution, a proceeding may be brought in law or in equity by suit, action or mandamus to enforce and compel performance of the duties required under the terms of this resolution and Division V of Chapter 384 of the Code of Iowa or an action may be brought to obtain the appointment of a receiver to take possession of and operate the Utility and to perform the duties required by this resolution and Division V of Chapter 384 of the Code of Iowa.

Section 12. The provisions of the Outstanding Bond Resolutions with respect to the issuance of Parity Obligations are hereby recognized, and have been waived by the Lender. The Bonds, the Outstanding Bonds or any Parity Obligations shall not be entitled to priority or preference one over the other in the application of the Net Revenues of the Utility regardless of the time or times of the issuance of such Bonds, the Outstanding Bonds or Parity Obligations, it being the intention of the City that there shall be no priority among the Bonds, the Outstanding Bonds or any Parity Obligations, regardless of the fact that they may have been actually issued and delivered at different times. The City hereby reserves the right and privilege of issuing additional Parity Obligations.

Section 13. The City agrees that so long as the Bonds, the Outstanding Bonds or any Parity Obligations remain outstanding, it will maintain insurance for the benefit of the owners of the Bonds, the Outstanding Bonds and any Parity Obligations on the insurable portions of the Utility of a kind and in an amount which usually would be carried by private

companies or municipalities engaged in a similar type of business. The proceeds of any insurance, except public liability insurance, shall be used to repair or replace the part or parts of the Utility damaged or destroyed. The City will keep proper books of record and account, separate from all other records and accounts, showing the complete and correct entries of all transactions relating to the Utility, and the owners of the Bonds, the Outstanding Bonds or any Parity Obligations shall have the right at all reasonable times to inspect the Utility and all records, accounts and data of the City relating thereto.

Section 14. The provisions of this resolution shall constitute a contract between the City and the owners of the Bonds and any Parity Obligations as may from time to time be outstanding, and after the issuance of the Bonds, no change, variation or alteration of any kind of the provisions of this resolution shall be made which will adversely affect the owners of the Bonds or any Parity Obligations until all of the Bonds, the Outstanding Bonds and any Parity Obligations and the interest thereon shall have been paid in full, except as hereinafter provided.

The owners of a majority in principal amount of the Bonds and any Parity Obligations at any time outstanding (not including in any case any obligations which may then be held or owned by or for the account of the City, but including such obligations as may be issued for the purpose of refunding any of the Bonds, the Outstanding Bonds or Parity Obligations if such obligations shall not then be owned by the City) shall have the right from time to time to consent to and approve the adoption by the City of a resolution or resolutions modifying or amending any of the terms or provisions contained in this resolution; provided, however, that this resolution may not be so modified or amended in such manner as to:

(a) Make any change in the maturity or redemption terms of the Bonds or Parity Obligations.

(b) Make any change in the rate of interest borne by any of the Bonds or Parity Obligations.

(c) Reduce the amount of the principal payable on any Bonds or Parity Obligations.

(d) Modify the terms of payment of principal of or interest on the Bonds or Parity Obligations, or any of them, or impose any conditions with respect to such payment.

(e) Affect the rights of the owners of less than all of the Bonds or Parity Obligations then outstanding.

(f) Reduce the percentage of the principal amount of the Bonds or Parity Obligations, the consent of the owners of which shall be required to effect a further modification.

Whenever the City shall propose to amend or modify this resolution under the provisions of this section, it shall cause notice of the proposed amendment to be (1) filed with the Lender and (2) mailed by certified mail to each registered owner of any Bond or Parity Obligation as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory resolution is on file in the office of the City Clerk.

Whenever at any time within one year from the date of the mailing of said notice, there shall be filed with the City Clerk an instrument or instruments executed by the owners of at least a majority in aggregate principal amount of the Bonds and any Parity Obligations outstanding at the time of the adoption of such amendatory resolution specifically consenting to the adoption thereof as herein provided, no owner of any Bonds or Parity Obligations shall have any right or interest to object to the adoption of such amendatory resolution or to object to any of the terms or provisions therein contained or to the operation thereof or to enjoin or restrain the City from taking any action pursuant to the provisions thereof.

Any consent given by the owners of a Bond or Parity Obligation pursuant to the provisions of this section shall be irrevocable for a period of six (6) months from the date of such consent and shall be conclusive and binding upon all future owners of the same Bond or Parity Obligation during such period. Such consent may be revoked at any time after six (6) months from the date of such consent by the owner who gave such consent or by a successor in title, but such revocation shall not be effective if the owners of a majority in aggregate principal amount of the Bonds and Parity Obligations outstanding as in this section defined shall have, prior to the attempted revocation, consented to and approved the amendatory resolution referred to in such revocation.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction, who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the persons signing such instrument acknowledged before such officer the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

Section 15. In connection with the Agreement and the issuance of the Bonds, the Lender has agreed to reduce the interest rate on the Series 2019 Bond to 1.06% per annum, effective June 1, 2025 (or such other date as determined by the Lender), and the

resolution authorizing the issuance of the Series 2019 Bond and the Series 2019 Bond are hereby amended to reflect such changes. The Mayor, City Clerk and/or City Treasurer are each authorized and directed to execute and deliver any documents deemed necessary in connection with the interest rate reduction, including without limitation an amended Loan and Disbursement Agreement, amended Series 2019 Bond and any amended Lender application.

Section 16. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

Section 17. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 18. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed, approved, and adopted this 7th day of July 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

4. FY 2026 Arts & Culture Operating Support Grant Funding Recommendation: Motion by Resnick to receive and file the documents and approve the Arts & Cultural Affairs Advisory Commission's funding recommendations for the FY2026 Arts & Culture Operating Support grant applicants. Seconded by Jones. City Council Members highlighted the importance of citizen input on these applications by the commission and how the grants exemplify the benefits of government partnership. Motion carried 7-0.

5. FY 2026 Arts & Culture Special Projects Grant Funding Recommendation: Motion by Roussell to receive and file the documents and approve the Arts & Cultural Affairs Advisory Commission's funding recommendations for the FY2026 Arts & Culture Special Projects grant applicants. Seconded by Sprank. Motion carried 7-0.

6. 2025 – 2026 AmeriCorps Funding Awarded: Motion by Sprank to receive and file the documents on the funding for the City of Dubuque AmeriCorps program being approved for the third year of Dubuque's competitive grant cycle (September 1, 2025 – August 31, 2026). Seconded by Farber. Community Impact Director Antonio Mouzon discussed the consequences of losing AmeriCorps funding this program year, including the cancellation of this summer's teen empowerment program. Mouzon highlighted the creation of the Serve Dubuque initiative, which aims to support a limited number of teenagers over the summer. Mouzon noted that other cities have faced the same situation of their AmeriCorps funding being cut for the current program year but reinstated for the upcoming year. City Council Members expressed enthusiasm that funding will be reinstated. Motion carried 7-0.

7. Funding Agreement between City of Dubuque and Dubuque Marina, Inc. - 2024 Boating Infrastructure Tier 1 Grant Dredge Dubuque Marina: Motion by Jones to receive and file the documents and adopt Resolution No. 242-25 Approving the Funding Agreement between the City of Dubuque and Dubuque Marina, Inc. for the 2024 Boating Infrastructure Tier 1 Grant Agreement for Maintenance Dredging at Dubuque Marina. Seconded by Wethal. Assistant City Engineer Bob Schiesl stated that the City and the Marina work together to determine dredging locations, considering their target depths and available funding. The City holds a dredging permit from the US Army Corps of Engineers, which mandates that dredged materials be deposited at the 16th St. Bridge. Schiesl confirmed that dredging will occur in the same area as the previous year. City Council Members highlighted the necessity of dredging so recreational boats can access the river. Motion carried 7-0.

**RESOLUTION NO. 242-25**
**APPROVING THE FUNDING AGREEMENT BETWEEN THE CITY OF DUBUQUE AND DUBUQUE MARINA, INC. FOR THE 2024 BOATING INFRASTRUCTURE TIER 1 GRANT AGREEMENT FOR MAINTENANCE DREDGING AT DUBUQUE MARINA**

Whereas, City staff met with Dubuque Marina, Inc. to review the river bottom bathometric survey contour maps, evaluate maintenance dredging needs, and prioritize maintenance dredging locations based on current operational challenges for safe harbor access for recreational and transient boat navigational access; and

Whereas, Dubuque Marina, Inc. requested and identified the location to be dredged utilizing the 2024 BIG Tier 1 Grant funding; and

Whereas, on September 5, 2023, per Resolution 284-23, the City Council authorized staff to submit the 2024 BIG Tier 1 Grant application to the Iowa DNR for dredging Dubuque Marina to provide transient boaters, and boaters who operate vessels 26 feet or larger, access to docking and safe harbor facilities; and

Whereas, on November 9, 2023, the Iowa DNR Commission approved the 2024 BIG Tier 1 Subrecipient Grant Agreement with the City of Dubuque; and

Whereas, Dubuque Marina, Inc. has provided a letter of support dated August 16, 2023, for the 2024 BIG Tier 1 Grant, and has agreed to provide $100,000 as local match funds toward dredging at the Dubuque Marina; and

Whereas, City and Dubuque Marina, Inc. now desire to enter into a Funding Agreement to perform maintenance dredging at the Dubuque Marina.

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

Section 1. That said Funding Agreement between City and Dubuque Marina, Inc. for the partnership agreement to provide the required local match funding for the 2024 BIG Tier 1 Grant to perform maintenance dredging at Dubuque Marina is hereby approved.

Section 2. That the City Manager be authorized and directed to execute said Funding Agreement between City and Dubuque Marina, Inc. for the partnership agreement to provide the required local match funding for the 2024 BIG Tier 1 Grant to perform maintenance dredging at Dubuque Marina.

Passed, adopted, and approved this 7th day of July 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

8. 2025 Dubuque City Services Guide: Motion by Resnick to receive and file the documents. Seconded by Farber. Public Information Officer Randy Gehl stated that the guide, which has been available for over 15 years and is updated every few years, was recently mailed to all postal addresses within the city limits. The Communications Office's budget covers printing and mailing the publication. City Council Members shared positive feedback and expressed their enthusiasm that council contact information was included. Motion carried 7-0.

9. July Utility Bill Insert: Ways to Get Involved: Motion by Sprank to receive and file the documents. Seconded by Wethal. City Council Members highlighted the variety of ways people can get involved with the City. Motion carried 7-0.

10. Reschedule Greater Dubuque Development Corporation Work Session: Motion by Roussell to receive and file the documents and schedule the work session for July 21, 2025, at 6:00 p.m. Seconded by Jones. Point of Order by Breitfelder that the recommendation was to reschedule the work session from July 21 to August 18, 2025. Motion amended by Roussel to schedule the work session for August 18, 2025. Seconded by Jones. Motion carried 7-0.

## COUNCIL MEMBER REPORTS

Roussell reported on volunteering at the Presbyterian Hunger Outreach, touring St. Mark Youth Enrichment's new childcare center, attending the groundbreaking for the Habitat for Humanity Pocket Neighborhood, and meeting with HACAP.

Jones reported on attending a Dubuque Racing Association (DRA) board meeting, a Dubuque Metropolitan Area Solid Waste Agency (DMATS) work session, a North End Neighborhood Association meeting, and the recent passing of former Iowa State Trooper Dick Bakey.

Farber reported on representing Dubuque in Washington, D.C., on conversations on Artificial Intelligence (AI), participating in an IBM podcast, attending a Sister City Committee meeting, and the upcoming open house for the City's new data center.

Sprank also reported on attending the DRA board meeting, the Mathias Ham House 4th of July event, and attending various neighborhood get-togethers.

Resnick reported on attending the Grand Opera House's production of "Footloose" and the Tri-State Wind Symphony's performance.

Cavanagh also reported on the Mathias Ham House event, along with the air service virtual town hall, the U.S. Conference of Mayors meeting, and the successful 3rd of July fireworks and airshow.

## CLOSED SESSION

Motion by Jones to convene in closed session at 7:55 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Roussell. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is Assistant City Attorney Lehman. Motion carried 7-0.

The City Council reconvened in open session at 9:31 p.m. stating that staff had been given proper direction.

## ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:31 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA
# CITY COUNCIL PROCEEDINGS
# SPECIAL SESSION
# OFFICIAL

The Dubuque City Council met in regular session at 6:00 p.m. on July 14, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber (attending virtually), Jones, Resnick, Roussell, Sprank, Wethal; City Manager Van Milligen; Assistant City Attorney Lehman.

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 INPUT

DeLano, Cain-Watson, 994 Patricia Ann Dr. - Highlighted the harm caused by the removal of gender identity protections and the weight of responsibility he believes the council holds, in protecting all Dubuque residents. He emphasized the emotional toll and breach of public trust.

Alexander Viner, 12972 Swiss Valley Rd. - Recounted bullying and discrimination. Highlighting the trauma of discrimination and its intergenerational effects. Urged the council to reinstate protections and ensure such removals never happen again, emphasizing how legal language directly impacts personal safety and dignity.

Jake Kurczek, 1110 Victoria St. - Acknowledged the rarity and bravery in elected officials admitting fault. Commended those who did and encouraged procedural reforms: redlining ordinances, slowing down significant changes, and mandating Human Rights Commission input to prevent future oversights.

David Heiar, 805 Carriage Hill Dr. - Acknowledged the emotional impact and stood with previous speakers.

Haley Lammer-Heindel, 1145 Mt. Pleasant St. - Shared personal experience growing up in Dubuque during a time with no LGBTQ protections, sharing concern for her students and for youth who might now feel unsafe, and emphasized the need for careful legal review and public engagement, including outreach to vulnerable communities, before changes are proposed.

Patricia Mackey, 1353 Atlantic St. - Spoke to Dubuque's reputation as a welcoming community, warning that removing protections sends a harmful message to current and future residents and called for maintaining inclusive protections not just ethically, but to support community growth and professional retention.

Indigo Perry, 2920 Central Ave. - Shared that at a time when Immigrant, Disabled, BIPoC, and LGBTQ+ residents; especially trans and nonbinary people are facing escalating bullying, harassment, and public attacks, expressing that this action has caused further harm and made our community even more vulnerable.

## ACTION ITEMS

1. Equity and Human Rights Ordinance Amendment: The City Council will consider rescinding Ordinance No. 29-25 Amending City of Dubuque Code of Ordinances Title 8 Equity and Human Rights by Repealing Title 8 Equity and Human Rights and Adopting In Lieu Thereof a New Title 8 Human Rights, and in its place, adopting a Human Rights Ordinance that will continue to include gender identity, and the commission's composition will continue to represent the City's various racial, religious, cultural, and social communities.

Motion by Jones to receive and file the documents and rescind Ordinance No. 29-25. Seconded by Wethal.

City Manager Mike Van Milligen offered a direct and heartfelt apology for the gravity of the oversight understanding that harm had been done to the community, especially to those who had trusted the city's processes. The City Manager recommended reinstating gender identity protections and committed to redlining future ordinances and involving commissions before council votes.

Mayor Cavanagh offered a personal, emotional apology. Expressed frustration and embarrassment for the oversight. Admitting complete disbelief when learning of the error. Mayor Cavanagh spoke of sleepless nights and the emotional toll of unintentionally voting away someone's rights, calling for a restructured process including redlined documents, thorough staff and commission review, and public input before votes.

Council Member Resnick gained confirmation from Assistant City Attorney Lehman that the omissions in the previously voted on ordinance have been reinstated and gender identity is now in the upcoming ordinance the council will be voting on. Mr. Resnick would like to see the city consider having both a Human Rights Commission and a Civil Rights Commission.

Council Member Jones publicly apologized and expressed regret for not catching the re-

moval of protections. Mr. Jones emphasized that protecting the community is core to his role on the council, sharing that this vote contradicted the very values that brought him into public service, and he expressed a heartfelt desire to make things right.

Council Member Roussell was moved by the community stories shared during Public Input and acknowledged her failure to recognize the omission in the ordinance earlier. She believes this is not just about fixing a legal document - it is about healing harm done.

Council Member Wethal shared statistics about violence against transgender people linking data and humanity to underscore the urgency of protections of marginalized communities. She expressed regret not just over the vote, but over how the mistake forced vulnerable people to come forward in public to defend their rights.

Council Member Sprank was candid about his mistake, admitting he had read only the first few pages of the ordinance - and expressed how devastating it felt to let the community down and acknowledged the broken trust with the public by his lack of due diligence.

Council Member Farber shared her experiences as a religious minority to express solidarity with marginalized communities and acknowledged her part in not recognizing the omission in the ordinance earlier.

All Councilmembers emphasized the need for public discussion, Human Rights Commission involvement, and pre-vote visibility of all document impacts. Motion carried 7-0.

Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 30-25 Amending City of Dubuque Code of Ordinances Title 8 Equity and Human Rights by Repealing Title 8 Equity and Human Rights and Adopting in Lieu Thereof a New Title 8 Human Rights. Seconded by Sprank. Motion carried 7-0.

**ORDINANCE NO. 30-25**

**AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 8 EQUITY AND HUMAN RIGHTS BY REPEALING TITLE 8 EQUITY AND HUMAN RIGHTS AND ADOPTING IN LIEU THEREOF A NEW TITLE 8 HUMAN RIGHTS**

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

Section 1. Title 8 of the City of Dubuque Code of Ordinances is hereby repealed and the following is adopted in lieu thereof:

TITLE 8: HUMAN RIGHTS

CHAPTER 1: DEFINITIONS; GENERAL PROVISIONS

8-1-1: DEFINITIONS: When used in this title, the following terms shall have the meanings ascribed herein unless the context otherwise requires:

AUXILIARY AIDS AND SERVICES: A. Qualified interpreters or other effective methods of making aurally delivered materials available to individuals with hearing impairments.

B. Qualified readers, taped texts, or other effective methods of making visually delivered materials available to individuals with visual impairments.

C. Acquisition or modification of equipment or devices.

D. Other similar services and actions.

COMMISSION: The Dubuque human rights commission created by chapter 2 of this title.

COURT: The Iowa district court in and for Dubuque County.

COVERED ENTITY: An employer, employment agency, labor organization, or joint labor management committee.

DIRECT THREAT: A significant risk to the health or safety of others that cannot be eliminated by reasonable accommodation.

DISABILITY: With respect to an individual:

A. A physical or mental impairment that substantially limits one or more major life activities of such individual and the condition of a person with a positive human immunodeficiency virus test result, a diagnosis of acquired immune deficiency syndrome, a diagnosis of acquired immune deficiency syndrome related complex, or any other condition related to acquired immune deficiency syndrome. The inclusion of a condition related to a positive human immunodeficiency virus test results, in the meaning of "disability" under the provisions of this title, does not preclude the application of the provisions of this title to conditions resulting from other contagious or infectious diseases.

As described, major life activities:

1. Include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

2. Also include the operation of a major bodily function, including, but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and

reproductive functions.

B. A record of such an impairment.

C. Being regarded as having such an impairment, as described:

1. An individual meets the requirement of being regarded as having such an impairment if the individual establishes that he or she has been subjected to an action prohibited under this title because of an actual or perceived physical or mental impairment whether or not the impairment limits or is perceived to limit a major life activity.

2. This provision shall not apply to impairments that are transitory and minor. A "transitory impairment" is an impairment with an actual or expected duration of six (6) months or less.

D. The definition of "disability" shall be construed in accordance with the following:

1. In favor of broad coverage of individuals under this title, to the maximum extent permitted by the terms of this title.

2. "Substantially limits" shall be interpreted consistently with the findings and purposes of the ADA amendments act of 2008.

3. An impairment that substantially limits one major life activity need not limit other major life activities in order to be considered a disability.

4. An impairment that is episodic or in remission is a disability if it would substantially limit a major life activity when active.

5.a. The determination of whether an impairment substantially limits a major life activity shall be made without regard to the ameliorative effects of mitigating measures such as:

(1) Medication, medical supplies, equipment, appliances, low vision devices (which do not include ordinary eyeglasses or contact lenses), prosthetics including limbs and devices, hearing aids and cochlear implants or other implantable hearing devices, mobility devices, or oxygen therapy equipment and supplies.

(2) Use of assistive technology.

(3) Reasonable accommodations or auxiliary aids or services.

(4) Learned behavioral or adaptive neurological modifications.

b. The ameliorative effects of the mitigating measures of ordinary eyeglasses or contact lenses shall be considered in determining whether an impairment substantially limits a major life activity.

c. As used in this section:

(1) "Ordinary eyeglasses" or "contact lenses" means lenses that are intended to fully correct visual acuity or eliminate refractive error.

(2) "Low vision devices" means devices that magnify, enhance, or otherwise augment a visual image.

DRUG: A controlled substance, as defined in the code of Iowa.

EMPLOYEE: An individual employed by an employer.

EMPLOYER: The state or any political subdivision, board, commission, department, institution, or school district thereof, and every other person employing employees within the state.

EMPLOYMENT AGENCY: Any person undertaking to procure employees or opportunities to work for any other person or any person holding such person or itself to be equipped to do so.

FAMILIAL STATUS: A. One or more individuals who have not attained the age of eighteen (18) years being domiciled with:

1. A parent or other person having legal custody of such individual or individuals.

2. The designee of such parent or other person having such custody, with the written permission of such parent or other person.

B. The protections afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of eighteen (18) years.

GENDER IDENTITY: A gender related identity of a person, regardless of the person's assigned sex at birth.

LABOR ORGANIZATION: Any organization which exists for the purpose, in whole or in part, of collective bargaining, dealing with employees concerning grievances, terms, or conditions of employment, or other mutual aid or protection in connection with employment.

PERSON: An individual, partnership, association, corporation, legal representative, trustee, receiver, any other legal entity, and the state and all political subdivisions and agencies thereof.

PUBLIC ACCOMMODATION: A. Each and every place, establishment, or facility of whatever kind, nature, or class that caters or offers services, facilities, or goods for a fee or charge to nonmembers of any organization or association utilizing the place, establishment, or facility; provided, that any place, establishment, or facility that caters or offers

services, facilities, or goods to the nonmembers gratuitously shall be deemed a "public accommodation", if the accommodation receives any governmental support or subsidy.

B. "Public accommodation" shall not mean any bona fide private club or other place, establishment, or facility which is by its nature distinctly private, except when such distinctly private place, establishment, or facility caters or offers services, facilities, or goods to the nonmembers for a fee or charge or gratuitously, it shall be deemed a "public accommodation" during such period.

C. "Public accommodation" includes each state and local government unit or tax supported district of whatever kind, nature, or class that offers services, facilities, benefits, grants, or goods to the public, gratuitously or otherwise. This definition shall not be construed by negative implication or otherwise to restrict any part or portion of the preexisting definition.

QUALIFIED INDIVIDUAL WITH A DISABILITY: With respect to chapter 3, article A of this title, an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires. For the purposes of this title, consideration shall be given to the employer's judgment as to what functions of a job are essential and if an employer has prepared a written description before advertising or interviewing applicants for the job, this description shall be considered evidence of the essential functions of the job.

READILY ACHIEVABLE: Easily accomplishable and able to be carried out without much difficulty or expense. In determining whether an action is readily achievable, factors to be considered include:

A. The nature and cost of the action needed under this title.

B. The overall financial resources of the facility or facilities involved in the action, the number of persons employed at such facility, and the effect on expenses and resources, or the impact otherwise of such accommodation upon the operation of the facility.

C. The overall financial resources of the covered entity; the overall size of the business of a covered entity with respect to the number of its employees, and the number, type and location of its facilities.

D. The type of operation or operations of the covered entity, including the composition, structure, and functions of the work force of such entity and the geographic separateness, administrative, or fiscal relationship of the facility or facilities in question to the covered entity.

REASONABLE ACCOMMODATION: A. Making existing facilities used by employees readily accessible to and usable by individuals with disabilities.

B. Job restructuring, part time or modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modifications of examinations, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.

SEXUAL ORIENTATION: A person's actual, history of, or perceived heterosexuality, homosexuality, or bisexuality but not including participation in conduct that is prohibited by law.

STATE: Each of the several states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the Virgin Islands of the United States, the Trust Territory of the Pacific Islands, and the Commonwealth of the Northern Mariana Islands.

UNDUE HARDSHIP: An action requiring significant difficulty or expense. In determining whether an accommodation would impose an undue hardship on a covered entity, factors to be considered include:

A. The nature and cost of the accommodation needed under this title.

B. The overall financial resources of the facility or facilities involved in the provision of the reasonable accommodation, the number of persons employed at such facility, the effect on expenses and resources, or the impact otherwise of such accommodation upon the operation of the facility.

C. The overall financial resources of the covered entity, the overall size of the business of a covered entity with respect to the number of its employees, and the number, type, and location of its facilities.

D. The type of operation or operations of the covered entity including the composition, structure, and functions of the work force of such entity and the geographic separateness, administrative, or fiscal relationship of the facility or facilities in question to the covered entity.

UNFAIR PRACTICE OR DISCRIMINATORY PRACTICE: Those practices specified as unfair or discriminatory in chapters 3 and 5 of this title.

CHAPTER 2: HUMAN RIGHTS COMMISSION

8-2-1: COMMISSION CREATED: There is hereby created the human rights commission.

8-2-2: PURPOSE: The purpose of the commission is to establish a human rights commission in conformance with the Iowa Civil Rights Act, to declare the public policy of nondiscrimination in the city; to provide for educational programs to prevent and eliminate discrimination in the city; and to cooperate with the Iowa Civil Rights Commission in the fulfillment of contractual obligations and the enforcement process.

8-2-3: 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. The Commission has adopted Administrative Rules which shall govern the work of the body and the enforcement process.

8-2-4: PROCEDURES FOR OPERATION: All administrative, personnel, accounting, budgetary, and procurement policies of the city govern the commission in all its operations.

8-2-5: MEMBERSHIP: The commission comprises nine (9) residents of the city, appointed by the city council from various racial, religious, cultural, and social groups within the city.

8-2-6: 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.

8-2-7: TERMS: The term of office for commissioners is three (3) years or until such commissioner's successor is appointed and qualified.

8-2-8: VACANCIES: Vacancies must be filled in the same manner as original appointments.

8-2-9: OFFICERS; ORGANIZATION:

A. Chair and Vice Chair. The commissioners must choose annually a chairperson and vice chairperson, each to serve a term of one year.

B. Vacancies in Chair and Vice Chair. The commissioners must fill a vacancy among its officers for the remainder of the officer's unexpired term.

C. Secretary. A city staff member shall serve as secretary.

8-2-10: MEETINGS:

A. Regular Meetings: The commission will be scheduled to meet monthly and must meet at least once per quarter.

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 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.
3. Remote attendance is allowed; arrangements should be made with city staff in advance of the meeting.

E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the city council within ten (10) working days after approval by the commission, or by the next regularly scheduled city council meeting, whichever is later.

F. Quorum: Five (5) commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the commissioners present and voting is necessary for the adoption of any motion or resolution.

8-2-11: 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.

8-2-12: REMOVAL: The city council may remove any commissioner for cause upon written charges and after public hearing.

8-2-13: POWERS, DUTIES, AND RESPONSIBILITIES: The commission serves in an advisory capacity to the City Council and has the following powers, duties, and responsibilities:

A. To study the existence, character, causes, and extent of discrimination in public accommodations, credit transactions, employment, apprenticeship programs, on the job training programs, vocational schools, other educational institutions, and housing in the city and to attempt the elimination of such discrimination through education, conciliation, and recommended changes to policy and practice.

B. To form subcommittees to address specifically identified goals or needs in the community related to the elimination of discrimination.

C. To attend events and training opportunities both within the community and beyond.

D. To actively promote human rights to various groups in the community including governmental bodies, clubs, schools, and media.

E. To assist the City Manager, upon request, in the recruitment and selection of staff.

F. To work with the staff appointed by the City Manager to:

1. Review and provide feedback to city staff on the annual report prepared for transmission to the Mayor and City Council describing the work performed by the staff and the commission;
2. Discuss, develop, and submit budget requests in furtherance of the objectives and goals of the Commission and Department;
3. Review at the regular meetings intake and complaint data.
4. As needed, prepare for public hearings by attending training on the procedures outlined in the Administrative Rules for conducting a hearing.

G. To make recommendations to the City Council concerning the promotion and advancement of respect and belonging in the community and addressing discrimination in order to improve quality of life and livability for all residents, including the adjustment or adoption of regulations consistent with and necessary for the civil rights enforcement provisions of this Title.

H. To cooperate, within the limits of any appropriations made for its operation, with other agencies or organizations, both public and private, whose purposes are consistent with those of this chapter, in the planning and conducting of programs designed to advance respect and belonging and eliminate discrimination and community tensions.

I. To receive, administer, dispense, and account for any restricted funds that may be donated to the commission and any grants that may be awarded the commission for furthering the purposes of this title. No disbursements will be made of any restricted funds without authority from the City Council.

J. On occasion, and pursuant to this Title, the adopted Administrative Rules, the City contract with the Iowa Civil Rights Commission, and the Iowa Code, hold hearings upon a complaint made against a covered person or entity alleging a violation of the protections afforded by this Title for which conciliation efforts have failed to resolve the complaint.

8-2-14: RECORDS TO BE PUBLIC; EXCEPTIONS: All records of the commission are public except charges, complaints, reports of investigations, statements, and other documents or records obtained in investigation of any charges.

8-2-15: CONFIDENTIALITY OF COMPLAINTS AND INVESTIGATORY MATERIALS: No member of the commission will disclose the filing of a charge, the information gathered during the investigation, or the endeavors to eliminate such discriminatory or unfair practice by conference, conciliation, or persuasion unless such disclosure is made in connection with the conduct of such investigation or after the commission has held a public hearing upon a complaint filed in connection with such charge. This section does not prevent any complainant, witness, or other person from publicizing the filing of a charge or complaint or the matter therein complained of.

8-2-16: SUBPOENAS: The staff assigned to the commission may issue subpoenas and order discovery in aid of investigations under this title pursuant to the Administrative Rules. Such subpoenas and discovery may be ordered to the same extent and subject to the same limitations as would apply for county attorney subpoenas.

## CHAPTER 3: UNFAIR AND DISCRIMINATORY PRACTICES

8-3-1: GENERALLY:

A. Aiding or Abetting: It shall be an unfair or discriminatory practice for:

1. Any person to intentionally aid, abet, compel, or coerce another person to engage in any of the practices declared unfair or discriminatory by this title.
2. Any person to discriminate against another person in any of the rights protected against discrimination on the basis of race, creed, color, sex, national origin, familial status, religion, age, disability, marital status, sexual orientation, or gender identity by this chapter because such person has lawfully opposed any practice forbidden under this chapter, obeys the provisions of this chapter, or has filed a complaint, testified, or assisted in any proceeding under this title.
3. Any person to discriminate against another person because of the person's relationship or association with a person protected under this title.

B. Sex and Age Discrimination Provisions Not Applicable to Retirement Plans; Exception: The provisions of this title relating to discrimination because of sex or age shall not be construed to apply to any retirement plan or benefit system of any employer unless such plan or system is a mere subterfuge adopted for the

purposes of evading the provisions of this title.

1. However, a retirement plan or benefit system shall not require the involuntary retirement of a person because of that person's age.

2. A health insurance program provided by an employer may exclude coverage of abortion, except where the life of the mother would be endangered if the fetus were carried to term or where medical complications have arisen from an abortion.

3. An employee welfare plan may provide life, disability, or health insurance benefits which vary by age based on actuarial differences if the employer contributes equally for all the participating employees or may provide for employer contributions differing by age if the benefits for all the participating employees do not vary by age.

C. Sexual Harassment Victim Protection: Evidence concerning the past sexual behavior of an alleged victim of sexual harassment shall not be admissible in any proceeding before the human rights commission.

8-3-2: ACCOMMODATIONS OR SERVICES:

A. Prohibited Practices: It shall be an unfair or discriminatory practice for any owner, lessee, sublessee, proprietor, manager, or superintendent of any public accommodation or any agent or employee thereof:

1. To refuse or deny to any person because of race, creed, color, sex, age, national origin, religion, sexual orientation, or gender identity the accommodations, advantages, facilities, services, or privileges thereof, or otherwise to discriminate against any person because of race, creed, color, sex, age, national origin, religion, sexual orientation, or gender identity in the furnishing of such accommodations, advantages / facilities, services, or privileges.

2. To directly or indirectly advertise or in any other manner indicate or publicize that the patronage of persons of any particular race, creed, color, sex, age, national origin, religion, sexual orientation, or gender identity is unwelcome, objectionable, not acceptable, or not solicited.

B. Exemptions: This section shall not apply to:

1. Any bona fide religious institution with respect to any qualifications the institution may impose based on religion when such qualifications are related to a bona fide religious purpose.

2. The rental or leasing to transient individuals of less than four (4) rooms within a single housing accommodation if the occupant or owner or members of the owner's or occupant's family reside therein.

3. Discounts for services or accommodations based upon age.

8-3-3: EMPLOYMENT PRACTICES:

A. Prohibited Practices: It shall be an unfair or discriminatory practice for any:

1. Person to refuse to hire, accept, register, classify, or refer for employment, to discharge any employee, or to otherwise discriminate in employment against any applicant for employment or any employee because of the race, creed, color, sex, age, national origin, religion, sexual orientation, or gender identity of such applicant or employee, unless based upon the nature of the occupation.

2. Labor organizations or the employees, agents, or members thereof to refuse to admit to membership any applicant, to expel any member, or to otherwise discriminate against any applicant for membership or any member in the privileges, rights, or benefits of such membership because of the race, creed, color, sex, age, national origin, religion, sexual orientation, or gender identity of such applicant or member.

3. Employer, employment agency, labor organization, or the employees, agents, or members thereof, to directly or indirectly advertise or in any other manner indicate or publicize that individuals of any particular race, creed, color, sex, age, national origin, religion, sexual orientation, or gender identity are unwelcome, objectionable, not acceptable, or not solicited for employment or membership, unless based upon the nature of the occupation.

B. Exemptions:

1. The prohibition by this section of discrimination based on sexual orientation shall not apply to any bona fide religious institution with respect to any qualifications for employment by such institution.

2. This section shall not apply to:

a. Any employer who regularly employs less than four (4) individuals. For purposes of this subsection, the owners, owners' spouses, and children shall not be counted as employees.

b. The employment of individuals for work within the home of the employer if the employer or members of the employer's family reside therein during such employment.

c. The employment of individuals to render personal service to the person of the employer or members of the employer's family.

d. Any bona fide religious institution or its educational association, corporation, or society with respect to any qualifications for employment based on religion when such qualifications are related to a bona fide religious purpose. A religious qualification for instructional, personnel, or administrative officer serving in a supervisory capacity of a bona fide religious educational facility or religious institution shall be presumed to be a bona fide occupational qualification.

e. Discrimination on the basis of age if the person subject to the discrimination is under the age of eighteen (18) years, unless that person is considered by law to be an adult.

f. A State or Federal program designed to benefit a specific age classification which serves a bona fide public purpose.

8-3-4: CREDIT: It shall be an unfair or discriminatory practice for any:

A. Creditor to refuse to enter into a consumer credit transaction or impose finance charges or other terms or conditions more onerous than those regularly extended by that creditor to consumers of similar economic backgrounds and current situations because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, sexual orientation, familial status, or gender identity.

B. Person authorized or licensed to do business in this State pursuant to chapters 524, 533, 534, 536, or 536A of the Code of Iowa to refuse to loan or extend to persons of similar economic backgrounds because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, sexual orientation, familial status, or gender identity.

C. Creditor to refuse to offer credit life or health and accident insurance because of color, creed, national origin, race, religion, marital status, age, physical disability, sex, sexual orientation, familial status, or gender identity. Refusal by a creditor to offer credit life or health and accident insurance based upon the age or physical disability of the consumer shall not be an unfair or discriminatory practice if such denial is based solely upon bona fide underwriting considerations not prohibited by the Code of Iowa or United States Code.

D. The provisions in this section shall not be construed by negative implications or otherwise to narrow or restrict any other provisions of this title.

8-3-5: EDUCATION:

A. Prohibited Practices; Exceptions:

1. It is an unfair or discriminatory practice for any educational institution to discriminate on the basis of race, creed, color, sex, national origin, religion, disability, sexual orientation, or gender identity in any program or activity. Such discriminatory practices shall include, but not be limited to, the following practices:

a. Exclusion of a person or persons from participation in, denial of the benefits of, or subject to discrimination in any academic, research, occupational training, or other program or activity except athletic programs.

b. Denial of comparable opportunity in intramural and interscholastic athletic programs.

c. Discrimination among persons in employment and the conditions of employment.

d. On the basis of sex, the application of any rule concerning the actual or potential parental, family, or marital status of a person or the exclusion of any person from any program or activity or employment because of pregnancy or related conditions dependent upon the physician's diagnosis and certification.

2. For the purposes of this section, "educational institution" includes any preschool, elementary, secondary, or community college, area education agency, postsecondary college or university, and their governing boards. This section does not prohibit an educational institution from maintaining separate toilet facilities, locker rooms, or living facilities for the different sexes so long as comparable facilities are provided. Nothing in this subsection shall be construed as prohibiting any bona fide religious institution from imposing qualifications based on religion when such qualifications are related to a bona fide religious purpose or any institution from admitting students of only one sex.

B. Examinations and Courses: Any person that offers examinations or courses related to applications, licensing, certification, or credentialing for secondary or

postsecondary education, professional, or trade purposes shall offer such examinations or courses in a place and manner accessible to persons with disabilities or offer alternative accessible arrangements for such individuals.

ARTICLE A. DISABILITY DISCRIMINATION

8-3A-1: EMPLOYMENT PROHIBITED PRACTICES:

A. General Rule: No person shall discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

B. Construction: As used in subsection A of this section, the term "discriminate against an individual on the basis of disability" includes:

1. Limiting, segregating, or classifying a job applicant or employee in a way that adversely affects the opportunities or status of such applicant or employee because of the disability of such applicant or employee.

2. Participating in a contractual or other arrangement or relationship that has the effect of subjecting a covered entity's qualified applicant or employee with a disability to the discrimination prohibited by this title. Such relationship includes a relationship with an employment or referral agency, labor union, an organization providing fringe benefits to an employee of the covered entity, or an organization providing training and apprenticeship programs.

3. Utilizing standards, criteria, or methods of administration:

a. That have the effect of discrimination on the basis of disability.

b. That perpetuate the discrimination of others who are subject to common administrative control.

4. Excluding or otherwise denying equal jobs or benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association.

5. Not making reasonable accommodations to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless such covered entity can demonstrate that the accommodation would impose an undue hardship on the operation of the business of such covered entity, or denying employment opportunities to a job applicant or employee who is an otherwise qualified individual with a disability, if such denial is based on the need of such covered entity to make reasonable accommodation to the physical or mental impairments of the employee or applicant.

6. Using qualification standards, employment tests, or other selection criteria that screen out or tend to screen out an individual with a disability or a class of individuals with disabilities unless the standard test or other selection criteria, as used by the covered entity, is shown to be job related for the position in question and is consistent with business necessity.

7. Failing to select and administer tests concerning employment in the most effective manner to ensure that when such test is administered to a job applicant or employee who has a disability that impairs sensory, manual, or speaking skills, such test results accurately reflect the skills, aptitude, or whatever other factor of such applicant or employee that such test purports to measure, rather than reflecting the impaired sensory, manual, or speaking skills of such employee or applicant, except where such skills are the factors that the test purports to measure.

8. Soliciting or requiring as a condition of employment of any employee or prospective employee a test for the presence of the antibody to the human immunodeficiency virus or affecting the terms, conditions, or privileges of employment or terminating the employment of any employee solely as a result of the employee obtaining a test for the presence of the antibody to the human immunodeficiency virus. An agreement between an employer, employment agency, labor organization, or their employees, agents, or members and an employee or prospective employee concerning employment, pay, or benefits to an employee or prospective employee in return for taking a test for the presence of the antibody to the human immunodeficiency virus is prohibited. The prohibitions of this subsection do not apply if the state epidemiologist determines and the state director of public health declares through the utilization of guidelines established by the center for disease control of the United States department of health and human services that a person with a condition related to acquired immune deficiency

syndrome poses a significant risk of transmission of the human immunodeficiency virus to other persons in a specific occupation.

C. Medical Examinations and Inquiries:

1. In General: The prohibition against discrimination as referred to in subsection A of this section shall include medical examinations and inquiries.

2. Preemployment:

a. Prohibited Examination or Inquiry: Except as provided in subsection C3 this section, a covered entity shall not conduct a medical examination or make inquiries of a job applicant as to whether such applicant is an individual with a disability or as to the nature or severity of such disability.

b. Acceptable Inquiry: A covered entity may make preemployment inquiries into the ability of an applicant to perform job related functions.

3. Employment Entrance Examination: A covered entity may require a medical examination after an offer of employment has been made to a job applicant and prior to the commencement of the employment duties of such applicant and may condition an offer of employment on the results of such examination, if:

a. All entering employees are subjected to such an examination regardless of disability.

b. Information obtained regarding the medical condition or history of the applicant is collected and maintained on separate forms and in separate medical files and is treated as a confidential medical record, except that:

(1) Supervisors and managers may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.

(2) First aid and safety personnel may be informed, when appropriate, if the disability might require emergency treatment.

(3) Government officials investigating compliance with this chapter shall be provided relevant information on request.

c. The results of such examination are used only in accordance with this chapter.

4. Examination And Inquiry:

a. Prohibited Examinations and Inquiries: A covered entity shall not require a medical examination and shall not make inquiries of an employee as to whether such employee is an individual with a disability or as to the nature or severity of the disability, unless such examination or inquiry is shown to be job related and consistent with business necessity.

b. Acceptable Examinations and Inquiries: A covered entity may conduct voluntary medical examinations, including voluntary medical histories, which are part of an employee health program available to employees at the work site. A covered entity may make inquiries into the ability of an employee to perform job related functions.

c. Requirement: Information obtained under subsection C4b of this section regarding the medical condition or history of any employee is subject to the requirements of subsections C3b and C3c of this section.

8-3A-2: DEFENSES, EXEMPTIONS AND EXCLUSIONS:

A. Defenses:

1. In General: It may be a defense to a charge of discrimination under this article that an alleged application of qualification standards, tests, or selection criteria that screen out or otherwise deny a job or benefit to an individual with a disability has been shown to be job related and consistent with business necessity, and such performance cannot be accomplished by reasonable accommodation, as required under this title.

2. Qualification Standards: The term "qualification standards" may include a requirement that an individual shall not pose a direct threat to the health or safety of other individuals in the workplace.

3. Qualification Standards And Tests Related To Uncorrected Vision: Notwithstanding the provisions under the definition of "disability" in section 8-1-1 of this title, a covered entity shall not use qualification standards, employment tests, or other selection criteria based on an individual's uncorrected vision unless the standard, test, or other selection criteria, as used by the covered entity, is shown to be job related and consistent with business necessity.

4. Reasonable Accommodation And Good Faith Effort: In cases where a discriminatory practice involves the provision of a reasonable accommodation pursuant to this subsection, actual damages other than damages for back pay may not be awarded under this title where the covered entity proves, by a preponderance of the evidence, good faith efforts, in consultation with

the person with the disability who has informed the covered entity that accommodation is needed, to identify and make a reasonable accommodation that would provide such individual with an equally effective opportunity and would not cause an undue hardship on the operation of the business.

5. List Of Infectious and Communicable Diseases:

a. Applications: In any case in which an individual has an infectious or communicable disease that is transmitted to others through the handling of food that is included on the list developed by the secretary of health and human services under 42 USC 12113(d) and which cannot be eliminated by reasonable accommodation, a covered entity may refuse to assign or continue to assign such individual to a job involving food handling.

b. Construction: Nothing in this article shall be construed to preempt, modify, or amend any local law, ordinance, or regulation applicable to food handling which is designed to protect the public health from individuals who pose a significant risk to the health or safety of others, which cannot be eliminated by reasonable accommodation, pursuant to the list of infectious or communicable diseases and the modes of transmissibility published by the secretary of health and human services.

B. Exemptions: This article shall not apply to:

1. Any employer who regularly employs less than four (4) individuals. For purposes of this subsection, the owner(s), the owner(s)' spouse(s), and children shall not be counted as employees.

2. The employment of individuals for work within the home of the employer if the employer or members of the employer's family reside therein during such employment.

3. The employment of individuals to render personal service to the person of the employer or members of the employer's family.

4. An employer's qualifications for a job may include a requirement that an individual shall not pose a direct threat to the health or safety of other individuals in the workplace. (Ord. 18-09, 4-6-2009)

C. Exclusions: For purposes of the definition of "disability" in section 8-1-1 of this title, the following are not impairments and as such are not disabilities under this article:

1. Homosexuality, bisexuality, transvestism, transsexualism, and gender identity disorders not resulting from physical impairments;

2. Pedophilia, exhibitionism, voyeurism, or other sexual behavior disorders;

3. Compulsive gambling, kleptomania, or pyromania; or

4. Psychoactive substances use disorders resulting from current illegal use of drugs.

8-3A-3: CONSTRUCTION:

A. Insurance:

1. This title shall not be construed to prohibit or restrict:

a. An insurer, hospital, or medical service company, health maintenance organization, or any agent or entity that administers benefit plans or similar organizations from underwriting risks, classifying risks, or administering such risks that are based on or not inconsistent with other laws of this state.

b. A person or organization covered by this title from establishing, sponsoring, observing, or administering the terms of a bona fide benefit plan that are based on underwriting risks, classifying risks, or administering such risks that are based on or not inconsistent with other laws of this state.

c. A person or organization covered by this title from establishing, sponsoring, observing, or administering the terms of a bona fide benefit plan that is subject to the laws of this state that regulate insurance.

2. Subsection A1 of this section shall not be used as subterfuge to evade the purposes of this title.

B. Accommodations And Services: Nothing in this title shall be construed to require an individual with a disability to accept an accommodation, aid, service, opportunity, or benefit which such individual chooses not to accept.

C. Smoking: Nothing in this article shall be construed to preclude the prohibition of or the imposition of restrictions on smoking in places of employment or in public accommodations.

8-3A-4: ILLEGAL USE OF DRUGS AND ALCOHOL:

A. Qualified Individual With A Disability: For purposes of this article, a qualified individual with a disability shall not include any employee or applicant who is currently engaging in the illegal use of

drugs, when the covered entity acts on the basis of such use.

B. Rules of Construction: Nothing in subsection A of this section shall be construed to exclude as a qualified individual with a disability an individual who:

1. Has successfully completed a supervised drug rehabilitation program and is no longer engaging in the illegal use of drugs or has otherwise been rehabilitated successfully and is no longer engaging in such use.

2. Is participating in a supervised rehabilitation program and is no longer engaging in such use.

3. Is erroneously regarded as engaging in such use, but is not engaging in such use; except that it shall not be a violation of this title for a covered entity to adopt or administer reasonable policies or procedures including, but not limited to, drug testing designed to ensure that an individual described in subsection B1 or B2 of this section is no longer engaging in the illegal use of drugs. However, nothing in this section shall be construed to encourage, prohibit, restrict, or authorize the conducting of testing for the illegal use of drugs.

C. Authority of Covered Entity: A covered entity:

1. May prohibit the illegal use of drugs and the use of alcohol at the workplace by all employees.

2. May require that employees shall not be under the influence of alcohol or be engaging in the illegal use of drugs at the workplace.

3. May hold an employee who engages in the illegal use of drugs or who is an alcoholic to the same qualification standards for employment or job performance and behavior that such entity holds other employees, even if any unsatisfactory performance or behavior is related to the drug use or alcoholism of such employee.

D. Drug Testing:

1. In General: For purposes of this title, a test to determine the illegal use of drugs shall not be considered a medical examination.

2. Construction: Nothing in this title shall be construed to encourage, prohibit, or authorize the conducting of drug testing for the illegal use of drugs by job applicants or employees or making employment decisions based on such test results.

E. Governmental Regulations: Nothing in this title shall be construed to encourage, prohibit, restrict, or authorize the otherwise lawful exercise by entities subject to the jurisdiction of the Iowa department of transportation or any other state or federal agency of authority to:

1. Test employees of such entities in, and applicants for, positions involving safety sensitive duties for the illegal use of drugs and for on duty impairment by alcohol.

2. Remove such persons who test positive for illegal use of drugs and on duty impairment by alcohol pursuant to subsection E1 of this section from safety sensitive duties in implementing subsection C of this section.

8-3A-5: PUBLIC ACCOMMODATIONS; PROHIBITED PRACTICES:

A. It shall be an unfair or discriminatory practice for any person on the basis of disability to refuse or deny full and equal enjoyment of the goods, services, facilities, privileges, advantages, or other public accommodations.

B. It shall be an unfair or discriminatory practice not to afford an individual or class of individuals on the basis of disability the full and equal enjoyment of a facility in an integrated setting appropriate to the needs of the individual.

C. It shall be an unfair or discriminatory practice for any person to discriminate against an individual or class of individuals in any of the following:

1. It shall be discriminatory to provide an individual or class of individuals, on the basis of a disability or disabilities of such individual or class, directly or through contractual, licensing, or other arrangements with a good, service, facility, privilege, advantage, or accommodation that is different or separate from that provided to other individuals, unless such action is necessary to provide the individual or class of individuals with a good, service, facility, privilege, advantage, accommodation, or other opportunity that is as effective as that provided to others.

2. Notwithstanding the existence of separate or different programs or activities provided in accordance with this section, an individual with a disability shall not be denied the opportunity to participate in such programs or activities that are not separate or different.

3. A public accommodation shall not, directly or through contractual or other arrangements, utilize standards or criteria or methods of administration:

a. That have the effect of discriminating on the basis of disability.

b. That perpetuate the discrimination of others who are subject to common

administrative control.

4. It shall be discriminatory to exclude or otherwise deny equal goods, services, facilities, privileges, advantages, accommodations, or other opportunities to a person because of the known disability of an individual with whom the individual or entity is known to have a relationship or association.

D. For purposes of subsection A of this section, discrimination includes:

1. The imposition or application of eligibility criteria that screen out or tend to screen out an individual with a disability or any class of individuals with disabilities from fully and equally enjoying any goods, services, facilities, privileges, advantages, or accommodations, unless such criteria can be shown to be necessary for the provision of the goods, services, facilities, privileges, advantages, or accommodations being offered.

2. A failure to make reasonable modifications in policies, practices, or procedures when such modifications are necessary to afford such goods, services, facilities, privileges, advantages, or accommodations to individuals with disabilities, unless the entity can demonstrate that making such modifications would fundamentally alter the nature of such goods, services, facilities, privileges, advantages, or accommodations.

3. A failure to take such steps as may be necessary to ensure that no individual with a disability is excluded, denied services, segregated, or otherwise treated differently than other individuals because of the absence of auxiliary aids and services, unless the entity can demonstrate that taking such steps would fundamentally alter the nature of the goods, service, facility, privilege, advantage, or accommodation being offered or would result in an undue burden.

4. A failure to remove architectural barriers and communication barriers that are structural in nature, in existing facilities, and transportation barriers in existing vehicles and rail passenger cars used by an establishment for transporting individuals (not including barriers that can only be removed through the retrofitting of vehicles or rail passenger cars by the installation of hydraulic or other lift), where such removal is readily achievable.

5. Where an entity can demonstrate that the removal of a barrier under subsection D4 this section is not readily achievable, a failure to make such goods, services, facilities, privileges, advantages, or accommodations available through alternative methods if such methods are readily achievable.

E. Nothing in this section shall require an entity to permit an individual to participate in or benefit from the goods, services, facilities, privileges, advantages, and accommodations of such entity where such individual poses a direct threat to the health or safety of others.

8-3A-6: NEW CONSTRUCTION AND ALTERATION OF PUBLIC ACCOMMODATIONS:

A. It shall be an unfair or discriminatory practice for any person on the basis of disability to:

1. Fail to design and construct all public accommodations built after September 1, 1996, so that they are readily accessible to and usable by individuals with disabilities, except where an entity can demonstrate that it is structurally impracticable to meet such requirements.

2. With respect to a facility or part thereof that is altered by, on behalf of, or for the use of an establishment in a manner that affects or could affect the usability of the facility or part thereof, a failure to make alterations in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs. Where the entity is undertaking an alteration that affects or could affect usability of or access to an area of the facility containing a primary function, the entity shall also make the alterations in such a manner that, to the maximum extent feasible, the path of travel to the altered area and the bathrooms, telephones, and drinking fountains serving the altered area are readily accessible to and usable by individuals with disabilities where such alterations to the path of travel or the bathrooms, telephones, and drinking fountains serving the altered area are not disproportionate to the overall alterations in terms of cost and scope.

B. Subsections A1 and A2 of this section shall not be construed to require the installation of an elevator for facilities that are less than three (3) stories or have less than three thousand (3,000) square feet per story unless the building is a shopping center, a shopping mall, or the

professional office of a healthcare provider.

CHAPTER 4: ENFORCEMENT OF CIVIL RIGHTS

8-4-1: FILING COMPLAINTS:

A. Filing Of Verified, Written Complaint: All persons claiming to be aggrieved by a discriminatory or unfair practice within this city may sign and file with the commission a verified, written complaint in triplicate which shall state the name and address of the person alleged to have committed the discriminatory or unfair practice of which complained, shall set forth the particulars thereof, and shall contain such other information as may be required by the commission. The commission, a commissioner, or the city attorney's office may in like manner sign and file such complaint.

B. Protection of Person's Identity: A person who has tested positive for human immunodeficiency virus or who has a diagnosis of acquired immune deficiency syndrome or a person who is perceived to have human immunodeficiency virus or acquired immune deficiency may file a disability charge utilizing "John Doe", "Jane Doe", or a coded number to protect the person's identity. The name of the charging party shall be disclosed to the respondent. It shall be a discriminatory practice for any person to disclose the name of the coded person or information that would lead to that person's identity.

8-4-2: AMENDMENTS OF COMPLAINTS: The commission or the complainant shall have the power to reasonably and fairly amend any complaint and the respondent shall have like power to amend such respondent's answer at any time prior to hearing.

8-4-3: TIME LIMITATION FOR FILING COMPLAINT:

A. A claim under this title shall not be maintained unless a complaint is filed with the commission within three hundred (300) days after the alleged discriminatory or unfair practice occurred.

B. For purposes of this section, an unlawful employment practice occurs, with respect to discrimination in compensation in violation of this title, when a discriminatory compensation decision or other practice is adopted, when an individual becomes subject to a discriminatory compensation decision or other practice, or when an individual is affected by application of a discriminatory compensation decision or other practice, including each time wages, benefits, or other compensation is paid, resulting in whole or in part from such a decision or other practice.

8-4-4: COMMISSION STAFF PROCEEDINGS ON COMPLAINTS:

A. Notice to Respondent: After the filing of a verified complaint, a true copy shall be served within twenty (20) days by personal service, certified mail, or overnight mail with tracking to ensure service, on the person against whom the complaint is filed.

B. Screening: The director shall review each complaint and is authorized to administratively close a case when the city manager finds any of the following:

1. Lack of jurisdiction.
2. Minimal impact on civil rights in the community.
3. Further processing is not warranted.

C. Investigation by Staff; Probable Cause Determination by Administrative Law Judge: An authorized member of the commission shall make a prompt investigation and shall issue a recommendation to an administrative law judge under the jurisdiction of the commission, who shall then issue a determination of probable cause or no probable cause.

1. For purposes of this chapter, an administrative law judge issuing a determination of probable cause or no probable cause under this section shall be exempt from section 17A.17 of the code of Iowa.
2. If the administrative law judge concurs with the investigating official that probable cause exists regarding the allegations of the complaint, the staff of the commission shall promptly endeavor to eliminate the discriminatory or unfair practice by conference, conciliation, and persuasion. If the administrative law judge finds that no probable cause exists, the administrative law judge shall issue a final order dismissing the complaint and the commission shall promptly mail a copy to the complainant and to the respondent by certified mail.

a finding of probable cause shall not be introduced into evidence in an action brought under section 8-4-7 of this chapter.

D. Conciliation Conference and Persuasion Procedures: The commission staff must endeavor to eliminate the discriminatory or unfair practice by conciliation conference and persuasion for a period of thirty (30) days following the initial conciliation meeting between the respondent and the commission staff after a finding of probable cause. After the expiration of thirty (30) days, the city

manager may order the conciliation conference and persuasion procedure provided in this section to be bypassed when the city manager determines the procedure is unworkable by reason of past patterns and practices of the respondent or a statement by the respondent that the respondent is unwilling to continue with the conciliation. Upon the bypassing of conciliation, the city manager shall state in writing the reasons for bypassing.

8-4-5: COMMISSION PROCEEDINGS UPON FAILURE TO REACH SETTLEMENT BY CONCILIATION:

A. Notice Of Hearing: When the city manager is satisfied that further endeavor to settle a complaint by conference, conciliation, and persuasion is unworkable and should be bypassed and the thirty (30) day period provided for in section 8-4-4 of this chapter has expired without agreement, the city manager, with the approval of a commissioner, shall issue and cause to be served a written notice:

1. Specifying the charges in the complaint as they may have been amended and the reasons for bypassing further conciliation.
2. Requiring the respondent to answer the charges of the complaint at a hearing before the commission, a commissioner, or a person designated by the commission to conduct the hearing, hereafter referred to as the administrative law judge.
3. Specifying a time and place.

B. Participation of Commission Personnel: The case in support of such complaint shall be presented at the hearing by one of the commission's attorneys or agents. The investigating official shall not participate in the hearing except as a witness, nor shall the official participate in the deliberations of the commission in such case.

C. Conduct of Hearing: The hearing shall be conducted in accordance with the provisions of chapter 17A of the code of Iowa for contested cases. The burden of proof in such a hearing shall be on the commission.

D. Proposed Order by Hearing Panel or Judge: In the case of a proposed order by a hearing panel or administrative law judge, the commission may review such proposed order within sixty (60) days. If the commission fails to review such proposed order within sixty (60) days, the proposed order shall become the final order of the commission.

8-4-6: COMMISSION ORDERS:

A. Upon Finding Of Discriminatory, Unfair Practice: If, upon taking into consideration all of the evidence at a hearing, the commission determines that the respondent has engaged in a discriminatory or unfair practice, the commission shall state its findings of fact and conclusions of law and shall issue an order requiring the respondent to cease and desist from the discriminatory or unfair practice and to take the necessary remedial action as in the judgment of the commission will carry out the purposes of this chapter. A copy of the order shall be delivered to the respondent, the complainant, and to any other public officers and persons as the commission deems proper.

1. Remedial Actions: For the purposes of this subsection and pursuant to the provisions of this chapter, remedial action includes, but is not limited to, the following:
   a. Hiring, reinstatement, or upgrading of employees with or without pay. Interim earned income and unemployment compensation shall operate to reduce the pay otherwise allowable.
   b. Admission or restoration of individuals to a labor organization, admission to or participation in a guidance program, apprenticeship training program, on the job training program, or other occupational training or retraining program with the utilization of objective criteria in the admission of individuals to such programs.
   c. Admission of individuals to a public accommodation or an education institution.
   d. Sale, exchange, lease, rental, assignment, or sublease of real property to an individual.
   e. Extension to all individuals of the full and equal enjoyment of the advantages, facilities, privileges, and services of the respondent denied to the complainant because of the discriminatory or unfair practice.
   f. Reporting as to the manner of compliance.
   g. Posting notices in conspicuous places in the respondent's place of business in form prescribed by the commission and inclusion of notices in advertising material.
   h. Payment to the complainant of damages for an injury caused by the discriminatory or unfair practice, which damages shall include, but are not limited to, damages and reasonable attorney fees.

i. Reimbursement to the commission for contested case costs.

2. Requirements To Cease And Desist Certifications To Licensing And Contracting Agencies: In addition to the remedies provided in the preceding provisions of this section, the commission may issue an order requiring the respondent to cease and desist from the discriminatory or unfair practice and may take such affirmative action as in the judgment of the commission will carry out the purposes of this chapter as follows:

a. In the case of a respondent operating by virtue of a license issued by the state or a political subdivision or agency, if the commission, upon notice to the respondent with an opportunity to be heard, determines that the respondent has engaged in a discriminatory or unfair practice and that the practice was authorized, requested, commanded, performed, or knowingly or recklessly tolerated by the board of directors of the respondent or by an officer or executive agent acting within the scope of such officer's or executive agent's employment, the commission shall so certify to the licensing agency. Unless the commission finding of a discriminatory or unfair practice is reversed in the course of judicial review, the finding of discrimination is binding on the licensing agency.

b. In the case of a respondent who is found by the commission to have engaged in a discriminatory or unfair practice in the course of performing under a contract or subcontract with the state or political subdivision or agency, if the practice was authorized, requested, commanded, performed, or knowingly or recklessly tolerated by the board of directors of the respondent or by an officer or executive agent acting within the scope of such officer's or executive agent's employment, the commission shall so certify to the contracting agency. Unless the commission's finding of a discriminatory or unfair practice is reversed in the course of judicial review, the finding of discrimination is binding on the contracting agency.

B. Upon Hearing Finding Of No Discriminatory, Unfair Practice: If, upon taking into consideration all of the evidence at a hearing, the commission finds that a respondent has not engaged in any such discriminatory or unfair practice, the commission shall issue an order denying relief and stating the findings of fact and conclusions of the commission and shall cause a copy of the order dismissing the complaint to be served by regular mail on the complainant and the respondent.

C. Upon Conciliation Agreements:

1. The terms of a conciliation agreement reached with the respondent may require the respondent to refrain in the future from committing discriminatory or unfair practices of the type stated in the agreement, to take remedial action as in the judgment of the commission will carry out the purposes of this code, and to consent to the entry in an appropriate district court of a consent decree embodying the terms of the conciliation agreement. Violation of such a consent decree may be punished by contempt by the court in which it is filed upon a showing by the commission of the violation at any time within six (6) months of its occurrence. In all cases where a conciliation agreement is entered into, the commission shall issue an order stating its terms and furnish a copy of the order to the complainant, the respondent, and such other persons as the commission deems proper.

2. At any time, in its discretion, the commission may investigate whether the terms of the agreement are being complied with by the respondent. Upon a finding that the terms of the conciliation agreement are not being complied with by the respondent, the commission shall take appropriate action to assure compliance.

8-4-7: RELEASE FROM ADMINISTRATIVE PROCESS; ALTERNATIVE JUDICIAL PROCEEDINGS UPON COMPLAINTS:

A. Administrative Release: A person claiming to be aggrieved by an unfair or discriminatory practice must initially seek an administrative relief by filing a complaint with the commission in accordance with section 8-4-1 of this chapter. A complainant, after the proper filing of a complaint with the commission, may subsequently commence an action for relief in the district court if all of the following conditions have been satisfied:

1. The complainant has timely filed the complaint with the commission as provided in section 8-4-3 of this chapter.

2. The complaint has been on file with the commission at least sixty (60) days and the commission has issued a release to the complainant pursuant to this section.

3. The complainant has requested an

administrative release from the Iowa civil rights commission via the Dubuque human rights commission.

4. The complainant has received an administrative release from the Iowa civil rights commission.

B. Screening of Complaint: It is the legislative intent of this section that every complaint be at least preliminarily screened during the first sixty (60) days. This subsection does not authorize administrative closures if an investigation is warranted.

8-4-8: PROVISIONAL REMEDIES: If, any time after the filing of a complaint, it shall appear to the commission that there is reason to believe that the party charged has violated this chapter and there is reason to believe that the person charged is about to commit acts which would make impossible compliance with an order of the commission to alleviate the grievance, or it appears that a complainant may suffer irreparable injury as a result of alleged violation, the commission's attorney may seek a temporary injunction restraining the party charged from doing these acts pending completion of the proceedings under this chapter. A temporary injunction may be issued only after the respondent has been notified and afforded the opportunity to be heard, except that an ex parte temporary injunction may be issued when the complainant alleges housing discrimination.

8-4-9: JUDICIAL REVIEW; ENFORCEMENT ACTIONS:

A. Filing Petition for Judicial Review: Judicial review of the actions of the commission may be sought in accordance with the terms of the Iowa administrative procedure act 1 . Notwithstanding the terms of such act, petition for judicial review may be filed in the district court in which an enforcement proceeding under subsection B of this section may be brought. For purposes of the time limit for filing a petition for judicial review under the Iowa administrative procedure act, the issuance of a final decision of the commission under this chapter occurs on the date notice of the decision is mailed by regular mail to the parties. Notwithstanding the time limit provided in section 17A.19, subsection 3 of the code of Iowa, a petition for judicial review of no probable cause decisions and other final agency actions which are not of general applicability must be filed within thirty (30) days of the issuance of the final agency action.

B. Order for Enforcement: The commission may obtain an order for the enforcement of commission orders in a proceeding as provided in this section. Such an enforcement proceeding shall be brought in the district court of the district in the county in which the alleged discriminatory or unfair practice which is the subject of the commission's order was committed, or in which any respondent required in the order to cease or desist from a discriminatory or unfair practice or take other affirmative action, resides or transacts business.

C. Transcript of Record of Hearing Filed with Court: Such an enforcement proceeding shall be initiated by the filing of a petition in such court and the service of a copy thereof upon the respondent. Thereupon, the commission shall file with the court a transcript of the record of the hearing before it. The court shall have power to grant such temporary relief or restraining order as it deems just and proper, and to make and enter upon the pleadings, testimony, and proceedings set forth in such transcript an order enforcing, modifying, and enforcing as so modified, or setting aside the order of the commission, in whole or in part.

D. Consideration of Objection: An objection that has not been urged before the commission shall not be considered by the court in an enforcement proceeding unless the failure or neglect to urge such objection shall be excused because of extraordinary circumstances.

E. Remission of Case to Commission: Any party to the enforcement proceeding may move the court to remit the case to the commission in the interests of justice for the purposes of adducing additional specified and material evidence and seeking findings thereof, provided such party shall show reasonable grounds for the failure to adduce such evidence before the commission.

F. Determination Under State Statute: In the enforcement proceeding, the court shall determine its order on the same basis as it would in a proceeding reviewing commission action under section 17A.19 of the code of Iowa.

G. Availability of Testimony: The commission's copy of the testimony shall be available to all parties for examination at all reasonable times, without cost, and for the purpose of judicial review of the commission's orders.

H. Commission Attorney Appearance in Court: The commission may appear in court by its own attorney.

I. Expeditious Hearing on Petitions: Petitions filed under this section shall be heard expeditiously and determined

upon the transcript filed without requirement for hearing.

J. Failure To Obtain Judicial Review: If no proceeding to obtain judicial review is instituted within thirty (30) days from the service of an order of the commission under section 8-4-6 of this chapter, the commission may obtain an order of the court for the enforcement of such order upon showing that respondent is subject to the jurisdiction of the commission and resides or transacts business within the county in which the petition for enforcement is brought.

8-4-10: RULE OF CONSTRUCTION: This chapter shall be construed liberally to effectuate its purpose.

CHAPTER 5: FAIR HOUSING

8-5-1: DEFINITIONS: As used in this chapter:

AGGRIEVED PERSON: Any person who:

A. Claims to have been injured by discriminatory housing practice.

B. Believes that such person will be injured by a discriminatory housing practice that is about to occur.

COMPLAINANT: The person who files a complaint under section 8-5-6 of this chapter.

CONCILIATION: The attempted resolution of issues raised by a complaint, or by the investigation of such complaint, through informal negotiations involving the aggrieved person, the respondent, and the commission.

CONCILIATION AGREEMENT: A written agreement setting forth the resolution of the issues in conciliation.

DISCRIMINATORY HOUSING PRACTICE: An act that is unlawful under section 8-5-2, 8-5-4, or 8-5-5 of this chapter.

DWELLING: Any building, structure, or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure, or portion thereof.

FAMILY: A single individual.

PERSON: An individual, corporation, partnership, association, labor organization, legal representative, mutual company, joint stock company, trust, unincorporated organizations, trustees, trustee in cases under title 11 of the United States code, receiver, fiduciary, or any other legal entity.

PREVAILING PARTY: The same as such term has in section 722 of the revised statutes of the United States (42 USC 1988).

RESPONDENT: A. The person or other entity accused in a complaint of an unfair housing practice.

B. Any other person or entity identified in the course of investigation and notified as required with respect to respondents so identified under subsection 8-5-6A of this chapter.

SECRETARY: The U.S. secretary of housing and urban development.

STATE: The state of Iowa and any of its political subdivisions.

TO RENT: To lease, sublease, let, and otherwise grant for consideration the right to occupy premises not owned by the occupant.

8-5-2: PROHIBITIONS: It shall be unlawful:

A. To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, familial status, national origin, creed, age, disability, sexual orientation, or gender identity.

B. To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provisions of services or facilities in connection therewith, because of race, color, religion, sex, familial status, national origin, creed, age, disability, sexual orientation, or gender identity.

C. To make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, familial status, national origin, creed, age, disability, sexual orientation, or gender identity, or an intention to make any such preference, limitation, or discrimination.

D. To represent to any person because of race, color, religion, sex, familial status, national origin, creed, age, disability, sexual orientation, or gender identity that any dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available.

E. For profit, to induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or disabled persons of a particular race, color, religion, sex, familial status, national origin, creed, age, disability, sexual orientation, or gender identity.

F. 1. To discriminate in the sale or rental, or to otherwise make unavailable or deny a dwelling to any buyer or renter because of a disability of:

a. That buyer or renter.
b. A person residing in or intending to reside in that dwelling after it is sold, rented, or made available.
c. Any person associated with that buyer or renter.

2. To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provisions of services or facilities in connection with such dwelling, because of a disability of:
a. That person.
b. A person residing in or intending to reside in that dwelling after it is sold, rented, or made available.
c. Any person associated with that person.

3. For purposes of this subsection, discrimination includes:
a. A refusal to permit, at the expense of the disabled person, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises, except that, in the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter, agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted.
b. A refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.
c. In connection with the design and construction of covered multi-family dwellings for first occupancy after March 13, 1991, a failure to design and construct those dwellings in such a manner that:
(1) The public use and common use portions of such dwellings are readily accessible to and usable by disabled persons.
(2) All the doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by disabled persons in wheelchairs.
(3) All premises within such dwellings contain the following features of adaptive design:
(A) An accessible route into and through the dwelling.
(B) Light switches, electrical outlets, thermostats, and other environmental controls in accessible locations.
(C) Reinforcements in bathroom walls to allow later installation of grab bars.
(D) Usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space.
4. Compliance with the appropriate requirements of the American national standard for buildings and facilities providing accessibility and usability for physically disabled persons (commonly cited as ANSI A117.1) suffices to satisfy the requirements of subsection F3c(3) of this section.

5. As used in this subsection, the term "covered multi-family dwellings" means:
a. Buildings consisting of four (4) or more units if such buildings have one or more elevators.
b. Ground floor units in other buildings consisting of four (4) or more units.

6. Nothing in this subsection requires that a dwelling be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others.

8-5-3: EXEMPTIONS:

A. Exemptions Enumerated: Nothing in section 8-5-2 of this chapter, other than subsection 8-5-2C of this chapter, shall apply to:
1. Any single-family house sold or rented by an owner; provided, that:
a. The private individual owner does not own more than three (3) such single-family houses at any one time.
b. In the sale of any single-family house, the private individual owner does not reside in, nor is the most recent resident of such house prior to such sale; the exemption granted by this subsection shall apply to only one such sale within a twenty-four (24) month period.
c. The bona fide private individual owner does not own any interest in, nor is there owned or reserved on the owner's behalf, under express of voluntary agreement, title to, or any right to all or a portion of the proceeds from the sale or rental of more than three (3) such single-family houses at one time.

d. There is no utilization in any manner of the sales or rental facilities or the sales or rental services of any real estate broker, agent, salesperson, or of such facilities or services of any person in the business of selling or renting dwellings, or of any employee or agent of any such broker, agent, salesperson, or person.

e. There is no publication, posting, or mailing, after notice, of any advertisement or written notice in violation of subsection 8-5-2C of this chapter. Nothing in this subsection prohibits the utilization of attorneys, escrow agents, abstractors, title companies, and other such professional assistance as necessary to perfect or transfer the title.

2. Rooms or units in dwellings containing living quarters occupied or intended to be occupied by no more than four (4) families living independently of each other, if the owner actually maintains and occupies one of such living quarters as his residence.

B. Selling or Renting Dwellings: For the purposes of subsection A of this section, a person shall be deemed to be in the business of selling or renting dwellings if:

1. The person has, within the preceding twelve (12) months, participated as principal in three (3) or more transactions involving the sale or rental of any dwelling or any interest therein.

2. The person has, within the preceding twelve (12) months, participated as agent, other than in the sale of the person's own personal residence, in providing sales or rental facilities or sales or rental services in two (2) or more transactions involving the sale or rental of any dwelling or any interest therein.

3. The person is the owner of any dwelling designed or intended for occupancy by, or occupied by, five (5) or more families.

C. Religious Or Nonprofit Organizations: Nothing in this chapter shall prohibit a religious organization, association, or society or any nonprofit institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society, from limiting the sale, rental, or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons, unless membership in such religion is restricted on account of race, color, sex, familial status, national origin, creed, age, disability, sexual orientation, or gender identity. Nor shall anything in this chapter prohibit a private club not in fact open to the public, which as an incident to its primary purpose or purposes provides lodging which it owns or operates for other occupancy of such lodging to its members or from giving preference to its members.

D. Applicability of Housing Regulations; Housing for Older Persons:

1. Nothing in this chapter limits the applicability of title 14, chapter 1 of this code regarding the maximum number of occupants permitted to occupy a dwelling. Nor does any provision in this chapter regarding familial status or age apply with respect to housing for older persons.

2. As used in this section, "housing for older persons" means housing:

a. Provided under any state or federal program that the secretary determines is specifically designed and operated to assist elderly persons, as defined in the state or federal program.

b. Intended for, and solely occupied by, persons sixty-two (62) years of age or older.

c. Intended and operated for occupancy by at least one person fifty-five (55) years of age or older per unit. In determining whether housing qualifies as housing for older persons under this subsection, the commission shall develop regulations which require at least the following factors:

(1) That at least eighty percent (80%) of the units are occupied by at least one person fifty-five (55) years of age or older per unit.

(2) The publication of and adherence to policies and procedures which demonstrate an intent by the owner or manager to provide housing for persons fifty-five (55) years of age or older.

3. Housing shall not fail to meet the requirements for housing for older persons by reason of:

a. Persons residing in such housing as of the date of enactment of this chapter who do not meet the age requirements of subsection D2b or D2c of this section; provided, that new occupants of such housing meet the age requirements of subsection D2b or D2c of this section.

b. Unoccupied units; provided, that such units are reserved for occupancy by persons who meet the age requirements of subsection D2b or D2c

of this section.

4. Nothing in this chapter prohibits conduct against a person because such person has been convicted by any court of competent jurisdiction of the illegal manufacture or distribution of a controlled substance as defined in the controlled substances act (21 USC 802) or a violation of the controlled substances chapter of the Iowa Code

8-5-4: DISCRIMINATION IN RESIDENTIAL REAL ESTATE RELATED TRANSACTIONS:

A. In General: It shall be unlawful for any person or other entity whose business includes engaging in residential real estate related transactions to discriminate against any person in making available such a transaction, or in the terms or conditions of such a transaction, because of race, color, religion, sex, familial status, national origin, creed, age, disability, sexual orientation, or gender identity.

B. Definition: As used in this section, the term "residential real estate related transaction" means any of the following:

1. The making or purchasing of loans or providing other financial assistance:
   a. For purchasing, constructing, improving, repairing, or maintaining a dwelling.
   b. Secured by residential real estate.
2. The selling, brokering, or appraising of residential real property.

C. Appraisal Exemption: Nothing in this chapter prohibits a person engaged in the business of furnishing appraisals of real property to take into consideration factors other than race, color, religion, sex, familial status, national origin, creed, age, disability, sexual orientation, or gender identity.

8-5-5: DISCRIMINATION IN PROVISION OF BROKERAGE SERVICES: It shall be unlawful to deny any person access to or membership or participation in any multiple listing services, real estate brokers' organization, or other service, organization, or facility relating to the business of selling or renting dwellings, or to discriminate against such person in the terms or conditions of such access, membership, or participation, on account of race, color, religion, sex, familial status, national origin, creed, age, disability, sexual orientation, or gender identity.

8-5-6: ADMINISTRATIVE ENFORCEMENT; PRELIMINARY MATTERS:

A. Complaints and Answers:

1. An aggrieved person may, not later than three hundred (300) days after an alleged discriminatory housing practice has occurred or terminated, file a complaint with the commission alleging such discriminatory housing practice. The commission, on the commission's own initiative, a commissioner, or the city attorney's office may also file such a complaint.
2. Such complaints shall be in writing and shall contain such information and be in such form as the commission requires.
3. The commission may also investigate housing practices to determine whether a complaint should be brought under this section.
4. Upon the filing of such a complaint:
   a. The commission shall serve notice upon the aggrieved person acknowledging such filing and advising the aggrieved person of the time limits and choice of forums provided under this chapter;
   b. The commission shall, not later than ten (10) days after such filing or the identification of an additional respondent under subsection A7 of this section, serve on the respondent a notice identifying the alleged discriminatory housing practice and advising such respondent of the procedural rights and obligations of respondents under this chapter, together with a copy of the original complaint;
   c. Each respondent may file, not later than ten (10) days after receipt of notice from the commission, an answer to such complaint; and
   d. The commission shall make an investigation of the alleged discriminatory housing practice and complete such investigation within one hundred (100) days after the filing of the complaint unless it is impracticable to do so.
5. If the commission is unable to complete the investigation within one hundred (100) days after the filing of the complaint, the commission shall notify the complainant and respondent in writing of the reasons for not doing so.
6. Complaints and answers shall be under oath or affirmation and may be reasonably and fairly amended at any time.
7. A person who is not named as a respondent in a complaint, but who is identified as a respondent in the course of investigation, may be joined as an additional or substitute respondent upon written notice. Such notice, in addition to meeting the requirements of subsection A of this section, shall explain the basis for the commission's

belief that the person to whom the notice is addressed is properly joined as a respondent.

B. Investigative Report and Conciliation:

1. Beginning with the filing of a complaint, the commission shall, to the extent feasible, engage in conciliation with respect to such complaint.

2. A conciliation agreement arising out of such conciliation shall be an agreement between the respondent and the complainant and shall be subject to approval by the commission.

3. A conciliation agreement may provide for binding arbitration of the dispute arising from the complaint. Any such arbitration that results from a conciliation agreement may award appropriate relief, including monetary relief.

4. Each conciliation agreement shall be made public unless the complainant and respondent otherwise agree and the commission determines that disclosure is not required to further the purposes of this chapter.

5. a. At the end of each investigation under this section, the commission shall prepare a final investigative report containing:

(1) The names and dates of contacts with witnesses.

(2) A summary and the dates of correspondence and other contacts with the aggrieved person and the respondent.

(3) A summary description of other pertinent records.

(4) A summary of witness statements.

(5) Answers to interrogatories.

b. A final report under this subsection may be amended if additional evidence is later discovered.

C. Failure to Comply with Conciliation Agreement: Whenever the commission has probable cause to believe that a respondent has breached a conciliation agreement, the commission shall refer the matter to the city attorney's office with a recommendation that a civil action be filed for the enforcement of such agreement.

D. Prohibitions and Requirements with Respect to Disclosure of Information:

1. Nothing said or done in the course of conciliation under this chapter may be made public or used as evidence in a subsequent proceeding under this chapter without the written consent of the persons concerned.

2. Notwithstanding subsection D1 of this section, the commission shall make available to the aggrieved person and the respondent, at any time, upon request following completion of the commission's investigation, information derived from an investigation and any final investigative report relating to that investigation.

E. Prompt Judicial Action: If the commission concludes at any time following the filing of a complaint that prompt judicial action is necessary to carry out the purposes of this chapter, the commission may authorize a civil action for appropriate temporary or preliminary relief pending final disposition of the complaint under this section. Upon receipt of such authorization, the city attorney's office shall promptly commence and maintain such an action. Any temporary restraining order or other order granting preliminary or temporary relief shall be issued in accordance with the Iowa rules of civil procedure. The commencement of a civil action under this subsection does not affect the initiation of continuation of administrative proceedings under this chapter.

8-5-7: PROBABLE CAUSE DETERMINATION AND EFFECT:

A. Issuance of Determination: If the commission determines that probable cause exists to believe that a discriminatory housing or real estate practice has occurred or is about to occur, the commission shall immediately issue a determination unless the commission determines that the legality of a zoning or land use law or ordinance is involved as provided in subsection D of this section.

B. Conditions of Determination: A cause determination must:

1. Consist of a short and plain statement of the facts on which the commission has found probable cause to believe that a discriminatory housing or real estate practice has occurred or is about to occur.

2. Be based on the final investigative report.

3. Need not be limited to the facts or grounds alleged in the complaint.

C. Distribution of Copies of Determination: Not later than twenty (20) days after the commission issues a cause determination, the commission shall send a copy of the determination with information as to how to make an election under section 8-5-9 of this chapter to all of the following persons:

1. Each respondent.

2. Each aggrieved person on whose behalf the complaint was filed.

D. Land Use Issues: If the commission determines that the matter involves the

legality of a state or local zoning or other land use ordinance, the commission shall not issue a determination and shall immediately refer the matter to the city attorney's office for appropriate action.

E. Dismissal of Complaint: If the commission determines that no probable cause exists to believe that a discriminatory housing or real estate practice has occurred or is about to occur, the commission shall promptly dismiss the complaint. The commission shall make public disclosure of each dismissal under this chapter.

F. Trial or Civil Action: The commission shall not issue a determination under this subsection regarding an alleged discriminatory housing or real estate practice after the beginning of the trial of a civil action commenced by the aggrieved party under federal or state law seeking relief with respect to the discriminatory housing or real estate practice.

8-5-8: SUBPOENAS; GIVING OF EVIDENCE:

A. In General: The commission may issue subpoenas and order discovery in aid of investigations and hearings under this chapter. Such subpoenas and discovery may be ordered to the same extent and subject to the same limitations as would apply for county attorney subpoenas.

B. Criminal Penalties:

1. Any person who willfully fails or neglects to attend and testify or to answer any lawful inquiry or to produce records, documents, or other evidence, if it is in such person's power to do so, in obedience to a subpoena or other lawful order under subsection A of this section, shall be referred to the city attorney's office or the county attorney's office for prosecution.

2. Any person who, with intent thereby to mislead another person in any proceeding under this chapter, does the following shall be referred to the city attorney's office or the county attorney's office for prosecution:

a. Makes or causes to be made any false entry or statement of fact in any report, account, record, or other document produced pursuant to subpoena or other lawful order under subsection A of this section;

b. Willfully neglects or fails to make or to cause to be made full, true, and correct entries in such reports, accounts, records, or other documents;

c. Willfully mutilates, alters, or by any other means falsifies any documentary evidence.

8-5-9: ENFORCEMENT BY COMMISSION:

A. Election of Judicial Determination: When a probable cause determination has been issued, a complainant, a respondent, or an aggrieved person on whose behalf the complaint was filed may elect to have the claims asserted in that complaint decided in a civil action under section 8-5-12 of this chapter in lieu of a hearing under subsection F of this section. The election must be made not later than twenty (20) days after the receipt by the electing person of service under section 8-5-7 of this chapter, or, in the case of the commission, not later than twenty (20) days after such service. The person making such election shall give notice of doing so to the commission and to all other complaints and respondents to whom the complaint relates.

B. Administrative Law Judge Hearing In Absence of Election: If an election is not made under subsection A of this section with respect to a complaint, the commission shall provide an opportunity for a hearing on the record with respect to the complaint issued under section 8-5-6 of this chapter. The commission shall delegate the conduct of a hearing under this section to an administrative law judge appointed by the commission.

C. Rights of Parties: At a hearing under this section, each party may appear in person, be represented by counsel, present evidence, cross examine witnesses, and obtain the issuance of subpoenas under section 8-5-8 of this chapter. Any aggrieved person may intervene as a party in the proceeding. The Iowa rules of evidence apply to the presentation of evidence in such hearing as they would in a civil action in the Iowa district court.

D. Expedited Discovery and Hearing:

1. Discovery in administrative proceedings under this section shall be conducted as expeditiously and inexpensively as possible, consistent with the need of all parties to obtain relevant evidence.

2. A hearing under this section shall be conducted as expeditiously and inexpensively as possible, consistent with the needs and rights of the parties to obtain a fair hearing and a complete record.

E. Resolution of Charge: Any resolution of a charge before a final order under this section shall require the consent of the aggrieved person on whose behalf the charge is issued.

F. Hearings, Findings, Conclusions and Order:

1. The administrative law judge shall commence the hearing under this section no later than one hundred twenty (120) days following the probable cause determination, unless it is impracticable to do so. If the administrative law judge is unable to commence the hearing within one hundred twenty (120) days after the determination, the administrative law judge shall notify the commission, the aggrieved person on whose behalf the charge was filed, and the respondent, in writing, of the reasons for not doing so.

2. The administrative law judge shall make findings of fact and conclusions of law within sixty (60) days after the end of the hearing under this section, unless it is impracticable to do so. If the administrative law judge is unable to make findings of fact and conclusions of law within such period, or any succeeding sixty (60) day period thereafter, the administrative law judge shall notify the commission, the aggrieved person on whose behalf the charge was filed and the respondent, in writing, of the reasons for not doing so.

3. If the administrative law judge finds that a respondent has engaged or is about to engage in a discriminatory housing practice, such administrative law judge shall promptly issue an order for such relief as may be appropriate, which may include actual damages suffered by the aggrieved person and injunctive or other equitable relief. Such order may, to vindicate the public interest, assess a civil penalty against the respondent in an amount not to exceed those established by the federal fair housing act in section 42 USC 3612.

4. No such order shall affect any contract, sale, encumbrance, or lease consummated before the issuance of such order and involving a bona fide purchaser, encumbrancer, or tenant without actual notice of the charge filed under this chapter.

5. In the case of an order with respect to a discriminatory housing practice that occurred in the course of a business subject to licensing or regulation by a governmental agency, the commission shall, not later than thirty (30) days after the date of the issuance of such order or if such order is judicially reviewed, thirty (30) days after such order is in substance affirmed upon such review:

a. Send copies of the findings of fact, conclusion of law, and the order to that governmental agency.

b. Recommend to that governmental agency appropriate disciplinary action including, where appropriate, the suspension or revocation of the license of the respondent.

6. If the administrative law judge finds that the respondent has not engaged or is not about to engage in a discriminatory housing practice, as the case may be, such administrative law judge shall enter an order dismissing the charge. The commission shall make public disclosure of each such dismissal.

7. An administrative law judge may not continue administrative proceedings under this section regarding any alleged discriminatory housing practice after the beginning of the trial of a civil action commenced by the aggrieved party under a federal or state law, seeking relief with respect to that discriminatory housing practice.

8-5-10: REVIEW BY COMMISSION; SERVICE OF FINAL ORDER:

A. The commission may review any finding, conclusion, or order issued under section 8-5-9 of this chapter. Such review shall be completed not later than sixty (60) days after the finding, conclusion, or order is so issued; otherwise the finding, conclusion, or order becomes final.

B. The commission shall cause the findings of fact and conclusions of law made with respect to any final order for relief under this section, together with a copy of such order, to be served on each aggrieved person and each respondent in the proceeding.

8-5-11: JUDICIAL REVIEW:

A. Review Of Order: Any party aggrieved by a final order for relief under this section granting or denying in whole or in part the relief sought may obtain review of such order by filing a petition for review not later than thirty (30) days after the order is issued in the Iowa district court pursuant to chapter 17A, code of Iowa.

B. Court Enforcement of Administrative Order Upon Petition by Commission:

1. The commission may petition the Iowa district court in which any respondent resides or transacts business for the enforcement of the order of the administrative law judge and for appropriate temporary relief or restraining order by filing in such court a written petition

praying that such order be enforced and for appropriate temporary relief or restraining order.

2. The commission shall file in court with the petition the record of the proceeding. A copy of such petition shall be forthwith transmitted by the commission to the parties to the proceeding before the administrative law judge.

C. Relief Which May Be Granted:

1. Upon the filing of a petition under section 8-5-6 of this chapter, the court may, pursuant to section 216.17 of the code of Iowa:

a. Grant to the petitioner, or any other party, such temporary relief, restraining order, or other order as the court deems just and proper.

b. Affirm, modify, or set aside, in whole or in part, the order, or remand the order for further proceedings.

c. Enforce such order to the extent that such order is affirmed or modified.

2. Any party to the proceeding before the administrative law judge may intervene on appeal to the court.

3. No objection not made before the administrative law judge shall be considered by the court, unless the failure or neglect to urge such objection is excused because of extraordinary circumstances.

D. Court Enforcement of Administrative Order Upon Petition of any Person Entitled to Relief: After a final order of the commission, any person entitled to relief under the order may petition for a decree enforcing the order in the Iowa district court in Dubuque County, Iowa.

E. Civil Action for Enforcement When Election Is Made for Such Civil Action:

1. If an election is made under subsection 8-5-7C of this chapter, the commission shall authorize, not later than thirty (30) days after the election is made, the city attorney's office to commence and maintain a civil action on behalf of the aggrieved person in the Iowa district court in and for Dubuque County seeking relief under this subsection in accordance with section 216.16A of the code of Iowa.

2. Any aggrieved person with respect to the issues to be determined in a civil action under this subsection may intervene as of right in that civil action.

3. In a civil action under this subsection, if the court finds that a discriminatory housing practice has occurred or is about to occur, the court may grant as relief any relief which a court could grant with respect to such discriminatory housing practice in a civil action under section 8-5-12 of this chapter. Any relief so granted that would accrue to an aggrieved person in a civil action commenced by that aggrieved person under section 8-5-12 of this chapter shall also accrue to that aggrieved person in a civil action under this subsection. If monetary relief is sought for the benefit of an aggrieved person who does not intervene in the civil action, the court shall not award such relief if that aggrieved person has not complied with discovery orders entered by the court.

F. Attorney Fees: In any administrative proceeding brought under this section or any court proceeding arising therefrom or any civil action, the administrative law judge or the court, as the case may be, in its discretion, may allow the prevailing party, other than the commission, reasonable attorney fees and costs.

8-5-12: ENFORCEMENT BY PRIVATE PERSONS:

A. Civil Action:

1. An aggrieved person may commence a civil action in an appropriate United States district court or state court not later than two (2) years after the occurrence or the termination of an alleged discriminatory housing practice, or the breach of a conciliation agreement entered into under this chapter, whichever occurs last, to obtain appropriate relief with respect to such discriminatory housing practice or breach.

2. The computation of such two (2) year period shall not include any time during which an administrative proceeding under this chapter was pending with respect to a complaint or charge under this chapter based upon such discriminatory housing practice. This subsection does not apply to actions arising from a breach of a conciliation agreement.

B. Conciliation Agreement Precludes Action: An aggrieved person may commence a civil action under this subsection whether or not a complaint has been filed under section 8-5-6 of this chapter and without regard to the status of any such complaint, but if the commission or the Iowa civil rights commission has obtained a conciliation agreement with the consent of an aggrieved person, no action may be filed under this subsection by such aggrieved person with respect to the alleged discriminatory housing practice which forms the basis for such complaint except for the purpose of

enforcing the terms of such an agreement.

C. Administrative Hearing Precludes Civil Action: An aggrieved person may not commence a civil action under this subsection with respect to an alleged discriminatory housing practice if an administrative law judge has commenced a hearing on the record under this chapter with respect to such charge.

D. Appointment of Attorney by Court: Upon application by a person alleging a discriminatory housing practice or a person against whom such a practice is alleged, the court may:

1. Appoint an attorney for such person.

2. Authorize the commencement or continuation of a civil action under subsection A of this section without the payment of fees, costs, or security if in the opinion of the court such person is financially unable to bear the costs of such action.

E. Relief Which May Be Granted:

1. In a civil action under subsection A of this section, if the court finds that a discriminatory housing practice has occurred or is about to occur, the court may award to the plaintiff actual and punitive damages and, subject to subsection F of this section, may grant as relief, as the court deems appropriate, any permanent or temporary injunction, temporary restraining order, or other order, including an order enjoining the defendant from engaging in such practice or ordering such affirmative action as may be appropriate.

2. In a civil action under subsection A of this section, the court, in its discretion, may allow the prevailing party reasonable attorney fees and costs.

F. Effect on Certain Sales, Encumbrances and Rentals: Relief granted under this section shall not affect any contract, sale, encumbrance, or lease consummated before the granting of such relief and involving a bona fide purchaser, encumbrancer, or tenant without actual notice of the filing of a complaint or civil action under this chapter.

G. Intervention by City Attorney's Office: Upon timely application, the city attorney's office may intervene in such civil action, if the city attorney's office certifies that the case is of general public importance. Upon such intervention, the city attorney's office may obtain such relief as would be available to the city attorney's office under section 8-5-13 of this chapter in a civil action to which such section applies.

8-5-13: ENFORCEMENT BY CITY ATTORNEY'S OFFICE:

A. Probable Cause: On the request of the commission, the city attorney's office may file a civil action in the district court for appropriate relief if the commission has probable cause to believe that any of the following applies:

1. A person is engaged in a pattern or practice of resistance to the full enjoyment of any housing right granted by this chapter.

2. A person has been denied any housing right granted by this chapter and that denial raises an issue of general public importance.

B. Legal Action; Enforcement: The commission may request the city attorney's office to take appropriate legal action of a discriminatory housing practice or to enforce a conciliation agreement.

1. The city attorney's office maycommence a civil action in any appropriate court for appropriate relief with respect to a discriminatory housing practice referred to the city attorney's office.

2. A civil action under this subsection may be commenced no later than the expiration of the two (2) years after the date of the occurrence of the termination of the alleged discriminatory housing practice as provided in section 216.16A of the code of Iowa.

3. The city attorney's office may commence a civil action in any appropriate court for appropriate relief with respect to breach of a conciliation agreement referred to the city attorney's office by the commission.

4. A civil action may be commenced under this subsection no later than the expiration of ninety (90) days after the referral of the alleged breach under subsection 8-5-6C of this chapter.

5. The city attorney's office, on behalf of the commission or other party at whose request a subpoena is issued under this chapter, may enforce such subpoena in appropriate proceedings in the district court for the district in which the person to whom the subpoena was addressed resides, was served, or transacts business.

6. Relief may be granted in civil actions under subsections A and B of this section in accordance with section 216.17A of the code of Iowa. In a civil action under subsection A or B of this section, the court:

a. May award such preventive relief, including a permanent or temporary injunction, restraining order, or other order against the person responsible

for a violation of this chapter as is necessary to assure the full enjoyment of the rights granted by this chapter.

b. May award such other relief as the court deems appropriate, including monetary damages to the person aggrieved.

c. May, to vindicate the public interest, assess a civil penalty against the respondent:

(1) In an amount not exceeding fifty thousand dollars ($50,000.00) for a first violation.

(2) In an amount not exceeding one hundred thousand dollars ($100,000.00) for any subsequent violation.

C. Attorney Fees and Costs: In a civil action under this section, the court, in its discretion, may allow the prevailing party reasonable attorney fees and costs.

D. Intervention in Civil Actions: Upon timely application, any person may intervene in a civil action commenced by the city attorney's office under subsection A or B of this section, which involves an alleged discriminatory housing practice with respect to which such person is an aggrieved person or a conciliation agreement to which such person is a party. The court may grant such appropriate relief to any such intervening party as is authorized to be granted to a plaintiff in a civil action under section 8-5-12 of this chapter.

8-5-14: COOPERATION WITH STATE AND FEDERAL AGENCIES: The commission may cooperate with state and federal agencies charged with the administration of state and federal fair housing laws and, with the consent of such agencies, utilize the services of such agencies and their employees and, in furtherance of such cooperative efforts, the commission may enter into written agreements with such state or federal agencies.

8-5-15: INTERFERENCE, COERCION OR INTIMIDATION; ENFORCEMENT BY CIVIL ACTION: It shall be unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of such person having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by this chapter.

8-5-16: VIOLATIONS; BODILY INJURY; DEATH; PENALTIES: Whoever, whether or not acting under color of law, by force or threat of force willfully injures, intimidates, or interferes with, or attempts to injure, intimidate, or interfere with the following described persons shall be referred to the county attorney's office for prosecution:

A. Any person because of such person's race, religion, sex, familial status, national origin, creed, age, disability, sexual orientation, or gender identity and because such person is or has been selling, purchasing, renting, financing, occupying, or contracting or negotiating for the sale, purchase, rental, financing, or occupation of any dwelling, or applying for or participating in any service, organization, or facility relating to the business of selling or renting dwellings.

B. Any person because such person is or has been, or in order to intimidate such person or any other person or any class of persons from:

1. Participating, without discrimination on account of race, color, religion, sex, familial status, national origin, creed, age, disability, sexual orientation, or gender identity in the activities, services, organizations, or facilities described in subsection A of this section.

2. Affording another person or class of persons opportunity or protection so to participate.

C. Any citizen because such person is or has been, or in order to discourage such citizen or any other citizen from lawfully aiding or encouraging other persons to participate, without discrimination on account of race, color, religion, sex, familial status, national origin, creed, age, disability, sexual orientation, or gender identity in any of the activities, services, organizations, or facilities described in subsection A of this section, or participating lawfully in speech or peaceful assembly opposing any denial of the opportunity to so participate.

8-5-17: DISCLAIMER OF PREEMPTIVE EFFECT: Nothing in this chapter limits any right, procedure, or remedy available under the federal or state constitution.

Section 2. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 14th day of July 2025.

Brad M. Cavanagh, Mayor

Attest: Trish Gleason, Assistant City Clerk

**ADJOURNMENT**

There being no further business, Mayor Cavanagh declared the meeting adjourned at 7:15 p.m.

/s/Trish Gleason, MMC, Assistant City Clerk

# CITY OF DUBUQUE, IOWA
# CITY COUNCIL PROCEEDINGS
# SPECIAL SESSION
# OFFICIAL

The Dubuque City Council met in special session at 5:00 p.m. on July 21, 2025, at the Old Mill Lift Station, 1580 Old Mill Rd.

Present: Mayor Cavanagh; Council Members Farber, Jones, Roussell (arrived at 5:01 p.m.), Sprank, Wethal; City Manager Van Milligen, Assistant City Attorney Lehman.

Absent: Council Member Resnick was absent from the first work session.

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting work sessions on the Old Mill Lift Station Construction Project and Dubuque Nature Everywhere.

**WORK SESSIONS**

1. Old Mill Lift Station Construction Project Update: City Engineer Gus Psihoyos, Water Project Supervisor Todd Irwin, Civil Engineer Max O'Brien, and Water and Resource Recovery Center Director Deron Muehring provided a brief presentation and viewing of the Old Mill Lift Station Construction Project and responded to questions.

A recess occurred at 5:12 p.m. for the City Council to travel to the Historic Federal Building for the next work session. The City Council reconvened at 6:00 p.m. for the work session, with Resnick attending virtually.

2. Dubuque Nature Everywhere: Dubuque Nature Everywhere members Deanne Althoff and Danielle Willis provided an update on their progress in establishing a community-wide Nature Everywhere vision and developing an implementation plan that focuses on strategies for connecting young children (ages 0-6) with nature. In response to questions, Dubuque Nature Everywhere member Colleen McKenna explained that the group is seeking the City Council's support in adopting and promoting Dubuque's Children's Outdoor Bill of Rights (COBOR). McKenna noted that other cities have implemented similar initiatives and emphasized that Dubuque's COBOR should highlight elements unique to the community. McKenna also described the concept of stormwater play bowls and shared that the group is collaborating with City Geographic Information Systems (GIS) staff to map where children in Dubuque live in relation to natural areas. City Council Members expressed interest in formally adopting the COBOR and discussed ways they could support and promote the initiative.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:29 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS REGULAR SESSION OFFICIAL

The Dubuque City Council met in regular session at 6:30 p.m. on July 21, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber, Jones, Resnick (attended virtually), Roussell, Sprank, Wethal; City Manager Van Milligen, Assistant City Attorney Lehman.

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

## PLEDGE OF ALLEGIANCE

## PRESENTATIONS

1. Service Member Patriot Award: Assistant City Manager Cori Burbach recognized Acting Project and Facilities Manager Marie Ware for receiving the Service Member Patriot Award.

## PROCLAMATIONS

1. Community of Colleges Week (July 28 through August 1, 2025) was accepted by Greater Dubuque Development Corporation's (GDDC) Director of Workforce Programming Nic Hockenberry on behalf of GDDC and area colleges and universities.

## CONSENT ITEMS

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

1. Minutes and Reports Submitted: City Council Proceedings of July 7 and 14, 2025; Equity and Human Rights Commission of May 13, 2025; Equity and Human Rights Commissions Goals Subcommittee of May 27, 2025; Library Board of Trustees Update of June 23, 2025; Park and Recreation Commission of June 10, 2025; Proof of Publication for City Council Proceedings of June 16, 2025. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Carol Oberfoell for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Cathleen Avenarius for vehicle damage; Craig DeMoss for property damage; Samantha Giglio for vehicle damage; Edward Marinko for property damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 243-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 243-25**
**AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

Whereas, Section 1-7-7(E) of the Municipal Code of the City of Dubuque provides that the Finance Director-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 142-18 adopted May 7, 2018, 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.

Passed, approved, and adopted this 21st day of July 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. CLG Grant Report for 20th Century Neighborhood Surveys: City Manager transmitted the Certified Local Government (CLG) grant reports and project products for the 20th century neighborhood surveys for the Deereville neighborhood and Voelker Highlands neighborhood and recommended City Council approve the submitted grant reporting documents and have the mayor sign the Request for Reimbursement and the Certificates for each grant. Upon motion the documents were received, filed, and approved.

6. Dubuque City Assessor Letter on 2025 Assessment Appeals: Correspondence from Dubuque City Assessor Troy Patzner regarding appeals of the Dubuque City Board of Review decisions on 2025 assessments. Upon motion the documents were received and filed.

7. Signed Contract(s): Independent Contractor Agreement with Fowler Public Sector Consulting LLC; Vendor Service Agreement with Wenzel Towing. Upon motion the documents were received and filed.

8. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 244-25 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

**RESOLUTION NO. 244-25**
**APPROVING APPLICATIONS FOR RETAIL ALCOHOL LICENSES, AS REQUIRED BY CITY OF DUBUQUE CODE OF ORDINANCES TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 2 LIQUOR CONTROL, ARTICLE B LIQUOR, BEER AND WINE LICENSES AND PERMITS**

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
Five Flags, 405 Main Street

Renewals
Applebee's Neighborhood Grill and Bar, 1395 Associates Dr.
Bell Tower Productions, 2728 Asbury Rd.
Egelhof, Siegert & Casper Funeral Home & Crematory, 2659 John F Kennedy Rd.
Las Margarita's, 1091 Main St.
Shannon's Bar & Grill, 521 East 22nd St.
Texas Roadhouse, 845 Wacker Dr.
The Goose, 920 Main St.
The Lift, 180 Main St.
Vinny Vanucchis Little Italy, 164 Main St.
Walnut Tap Tavern, 709 University Ave.

Adding A Privilege Provisional Issuances
The Vault Restaurant and Cocktail Lounge - Adding Permanent Outdoor Service for Sidewalk Café, 342 Main St
Brazen - Adding Outdoor Service on 8-17-25, East 10th Street from Washington St. to Jackson St.
Dimensional Brewing - Adding Outdoor Service on 8-8-25 and 8-9-25 - Over the Edge Fundraiser, Main Street from West 1st Stret to the end of the cull-du-sac on Main St.
Jubeck New World Brewing - Adding Outdoor Service on 7-19-25, 7-26-25, 8-2-25, 8-9-25, 8-16-25, 8-23-25, 8-30-25, 9-6-25, 9-13-25, 9-20-25, 9-27-25, 10-4-25, 10-11-25, 10-18-25, and 10-25-25 - Saturday Farmers' Market., Iowa Street from 11th Street to 12th Street
Whiskey River - Adding Outdoor Service on 7-4-25 to 7-6-25, 7-11-25 to 7-13-25, 7-18-25 to 7-20-25, 7-25-25 to 7-27-25, 8-3-25 only, 8-8-25 to 8-10-25, 8-15-25 to 8-17-25, 8-22-25 to 8-24-25, and 8-29-25 to 8-31-25, Full Parking Lot at 1070 University Ave.

Special Event(s) per Special Event Application Submittal
EJ's Wine Shop 8-1-25 to 8-5-25 - DBQ Fest, Washington Park
Dubuque Irish Hooley 8-21-25 to 8-25-25, Alliant Amphitheater
Q Casino and Resort - 9-4-25 to 9-8-25, 1855 Greyhound Park Rd. Parking Lot

Passed, approved, and adopted this 21st day of July 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

9. Approval of Retail/Device Tobacco, Alternative Nicotine, and Vapor Product Permit Applications: Upon motion the documents were received and filed, and Resolution No. 245-25 Approving Applications for Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permits, as Required by Iowa Code 453A.47A and 453E.3 was adopted.

**RESOLUTION NO. 245-25**
**APPROVING APPLICATIONS FOR TOBACCO RETAIL, TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, VAPOR PRODUCTS OR DEVICES, AS REQUIRED BY IOWA CODE 453A.47A AND 453E.3**

Whereas, applications for Tobacco/Tobacco Products/Alternative Nicotine Products/Vapor Product s or Device retail s have been submitted and filed with the City Clerk; and

Whereas, the applicants have filed the proper application and fees as required by the Iowa Department of Revenue; and

Whereas, applications are presented to City Council for approval.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued the following named applicants and locations for a Cigarette/Device/Tobacco/Nicotine/Vapor product or retail device effective July 22, 2025, to June 30, 2026.

Business Name, Business Address, Permit Type

Beecher Liquor, 1691 Asbury Rd., Device Retailer

Liquor Tobacco & Grocery, 1998 Jackson St., Device Retailer

Passed, approved, and adopted this 21st day of July 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**ITEMS SET FOR PUBLIC HEARING**

Motion by Roussell to receive and file the documents, adopt the resolution for Item Set for Public Hearing No. 1, and set the public hearing for August 4, 2025. Seconded by Jones. Farber announced she will abstain from voting on the set for public hearing and future public hearing due to owning property on Auburn St. Motion carried 6-0 with abstention from Farber.

1. Auburn-Custer Utility and Roadway Reconstruction Project - Initiate Public Bidding Process and Setting Date for a Public Hearing: Upon motion the documents were received and filed and Resolution No. 246-25 Auburn-Custer Utility and Roadway 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 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on August 4, 2025 in the Historic Federal Building.

**RESOLUTION NO. 246-25**
**AUBURN-CUSTER UTILITY AND ROADWAY 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**

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 Auburn-Custer Utility and Roadway Reconstruction Project in the estimated construction amount of $1,617,162.80, 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 August, 2025, at 6:30 p.m. in the Historic Federal Building Council Chambers 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the attached notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

The Auburn-Custer Utility and Roadway 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 August 2025. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 18th day of August 2025, in the Historic Federal Building Council Chambers 350 West 6th Street, Dubuque, Iowa.

Passed, adopted and approved this the 21st day of July 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearings as indicated for Items Set for Public Hearing No. 2-4. Seconded by Wethal. Motion carried 7-0.

2. Setting A Public Hearing on the Proposed Lease Agreement between the City of Dubuque and The LAMAR Companies: Upon motion the documents were received and filed and Resolution No. 247-25 Setting a Public Hearing to Consider the Lease Agreement by and between The City of Dubuque and The Lamar Companies for Real Property Located on White Street was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on August 4, 2025 in the Historic Federal Building.

**RESOLUTION NO. 247-25**
**SETTING A PUBLIC HEARING TO CONSIDER THE LEASE AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND THE LAMAR COMPANIES FOR REAL PROPERTY LOCATED ON WHITE STREET**

Whereas, the City of Dubuque, Iowa (City) has tentatively entered into a Lease Agreement with The LAMAR Companies (LAMAR), subject to City Council approval, under which LAMAR leases certain real property located on White Street in Dubuque, Iowa for a billboard; 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 August, 2025 at 6:30 p.m., to be held at 350 West 6th Street, for the purpose of receiving public input and comment regarding the proposed Lease Agreement between the City of Dubuque and The LAMAR Companies.

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 The LAMAR Companies.

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 21st day of July 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. North Schmitt Island Collection System Contract #1 Contracting Services: Upon motion the documents were received and filed and Resolution No. 248-25 North Schmitt Island Collection System Project – Contract #1: Preliminary Approval of Plans, Specifications, Form of Contract, and Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost; and Ordering The Advertisement For Bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on August 4, 2025 in the Historic Federal Building.

**RESOLUTION NO. 248-25**
**NORTH SCHMITT ISLAND COLLECTION SYSTEM PROJECT – CONTRACT #1 - 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**

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 North Schmitt Island Collection System Project – Contract #1 in the estimated construction amount of $200,000.00, 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 August, 2025, at 6:30 p.m. in the Historic Federal Building Council Chambers 350 W.

6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the attached notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

The North Schmitt Island Collection System Project – Contract #1 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 August 2025. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 18th day of August 2025, in the Historic Federal Building Council Chambers 350 West 6th Street, Dubuque, Iowa.

Passed, adopted and approved this 21st day of July 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

4. Setting Public Hearing for a Proposed Development Agreement between the City of Dubuque, Iowa and Greater Dubuque Impact Investment Fund: Upon motion the documents were received and filed and Resolution No. 249-25 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 Greater Dubuque Impact Investment Fund Satisfies the Offering Requirements with respect to the Real Property and Improvements and Declaring the Intent of the City Council to Approve the Sale to Greater Dubuque Impact Investment Fund in the event that No Competing Proposals are Submitted; and (3) Soliciting Competing Proposals was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 2, 2025 in the Historic Federal Building.

**RESOLUTION NO. 249-25**

**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 GREATER DUBUQUE IMPACT INVESTMENT FUND SATISFIES THE OFFERING REQUIREMENTS WITH RESPECT TO THE REAL PROPERTY AND IMPROVEMENTS AND DECLARING THE INTENT OF THE CITY COUNCIL TO APPROVE THE SALE TO GREATER DUBUQUE IMPACT INVESTMENT FUND IN THE EVENT THAT NO COMPETING PROPOSALS ARE SUBMITTED; AND (3) 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, Greater Dubuque Impact Investment Fund ("Developer") has submitted to the City a proposal in the form of an offer to purchase (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 a building located at 1550 Elm Street as described therein, which Property is the real estate consisting of approximately 0.59 acres shown on Exhibit A, and which Development Agreement requests that this Property be made available for sale as rapidly as possible; 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.

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

Section 1. That 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 Parcel A Property, shown on Exhibit A, at not less than fair market value, which for the purposes of this resolution is hereby determined to be $174,800;
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 including an agreement to invest approximately $5,000,000 to complete redevelopment of the building.

Section 3. That the Development Agreement by and between the City and the Developer be and is hereby approved as to form 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) Timely completion of the construction project;
2) Construction of minimum improvements;
3) Developer and City obligations; and
4) 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 23rd day of July 2025.

Section 11. That written proposals for the sale of the Property shown on Exhibit A will be received by the City Clerk at or before 10:00 a.m., September 2, 2025, 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 September 2, 2025. Said proposals will then be presented to the City Council at 6:30 p.m., (same date as opening), 2025, 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.

Passed, approved and adopted this 21st day of July 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**BOARDS/COMMISSIONS**

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

1. Transit Advisory Board: One, 3-Year term through July 30, 2027 (Vacant term of Esser). Applicant: Katie Bailey, 1085 West 5th St. Bailey spoke virtually in support of her application.

Appointments were made to the following boards/commissions.

2. Transit Advisory Board: One, 3-Year term through July 30, 2028 (Vacant term of Gerdemann). Applicant: Alex Kruse, 3578 Keymont Dr. Motion by Sprank to appoint Kruse to the term. Seconded by Farber. Motion carried 7-0.

**PUBLIC HEARINGS**

1. Request to Rezone 2167 Jackson Street: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Applicant Michelle Mihalakis, 2541 Broadway St., spoke in support of the rezoning, highlighting her intention to open a detoxification facility at the site. She stated that she plans to rehabilitate the existing structure and does not intend to expand the property. In response to a question, Planning Services Director Wally Wernimont stated that 24-hour facilities were allowed in C-4 zoning districts. City Council members expressed support for the rezoning.

Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 31-25 Amending Title 16 of The City of Dubuque Code of Ordinances, Unified Development Code, by Reclassifying Hereinafter Described Property Located at 2167 Jackson Street from R-2A Alternate Two-Family Residential District to C-4 Downtown Commercial District. Seconded by Sprank. Motion carried 7-0.

**ORDINANCE NO. 31-25**

**AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED AT 2167 JACKSON STREET FROM R-2A ALTERNATE TWO-FAMILY RESIDENTIAL DISTRICT TO C-4 DOWNTOWN COMMERCIAL DISTRICT**

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter–described property from R-2A Alternate Two-Family Residential District to C-4 Downtown Commercial District, to wit:

East ½ of Lot 35 of L H Langworthy's Addition, and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved and adopted this 21st day of July, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

2. Request to Rezone Property at Bluff Street: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Responding to a question, Wernimont noted that off-street parking requirements for historic districts had previously been eliminated and stated that the property offers sufficient parking both onsite and along the street. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 32-25 Amending Title 16 of The City of Dubuque Code of Ordinances, Unified Development Code, by Reclassifying Hereinafter Described Property From R-2 Two-Family Residential to OR Office Residential Zoning District. Seconded by Wethal. Motion carried 7-0.

**ORDINANCE NO. 32-25**

**AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY FROM R-2 TWO-FAMILY RESIDENTIAL TO OR OFFICE RESIDENTIAL ZONING DISTRICT**

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter–described property from R-2 Two-Family Residential to OR Office Residential zoning district to wit:

Lot 1 of Pixler Place No. 2, all in the City of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved and adopted this 21st day of July, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

3. Request to Rezone 4178 Peru Road: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Dan Miller, 1013 Patricia Ann Dr., summarized the need for the rezoning, stating that his brother wants to purchase the house on the property but sell the farmland separately. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 33-25 Amending Title 16 of The City of Dubuque Code of Ordinances, Unified Development Code, by Reclassifying Hereinafter Described Property Located At 4178 Peru Road from AG Agriculture District To R-1 Single-Family Residential District. Seconded by Sprank. Motion carried 7-0.

**ORDINANCE NO. 33-25**

**AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED AT 4178 PERU ROAD FROM AG AGRICULTURE DISTRICT**

**TO R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT**

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter–described property from AG Agriculture District to R-1 Single-Family Residential, to wit:

As shown on Exhibit A, and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved and adopted this 21st day of July, 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

4. Unified Development Code (UDC) Amendment for Wall and Free-Standing Signs: Motion by Roussell to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Wernimont stated that the amendment had not been presented to the Historic Preservation Commission. He noted that feedback received during the Planning Department's UDC amendment process indicated that the City's current sign regulations are overly restrictive. He also provided an overview of the proposed changes and responded to questions regarding specific examples. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 34-25 Amending Title 16 of The City of Dubuque Code of Ordinances, Unified Development Code, by Amending Section 16-15-11.10 C-5 Central Business Zoning District Sign Regulations. Seconded by Wethal. Motion carried 7-0.

**ORDINANCE NO. 34-25**
**AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY AMENDING SECTION 16-15-11.10 C-5 CENTRAL BUSINESS ZONING DISTRICT SIGN REGULATIONS**

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, Section 16-15-11.10 is hereby amended as follows:

16-15-11.10 C-5 Central Business Zoning District Sign Regulations

1. The provisions of the City of Dubuque Unified Development Code, Section 15 Signs shall apply unless further regulated by this section.
2. On-premises signs: On-premises signs shall be regulated in accordance with the provisions of Exhibit A.
3. Off-premises signs: Off-premises signs shall be prohibited.
4. Variances: Variances from sign requirements for size, number, and height may be requested. Such variances shall be reviewed by the Zoning Board of Adjustment in accordance with Article 8-6 of the Unified Development Code.

Section 2. The foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This ordinance shall take effect immediately upon publication, as provided by law.

Passed, approved, and adopted this 21st day of July 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. 2025 Maintenance Dredging Project Public Hearing: Motion by Jones to receive and file the documents and adopt Resolution No. 250-25 Approval of Plans, Specifications, Form of Contract, and Estimated Cost for the 2025 Maintenance Dredging Project. Seconded by Wethal. Motion carried 7-0.

**RESOLUTION NO. 250-25**
**APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST FOR THE 2025 MAINTENANCE DREDGING 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 2025 Maintenance Dredging Project in the estimated amount $270,100.00, are hereby approved.

Passed, approved, and adopted this 21st day of July 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

**ACTION ITEMS**

1. Quarterly Update Video on New Housing Development Projects: Motion by Roussell to receive and file the documents and view the video. Seconded by Wethal. A brief video

highlighting progress on new housing projects under construction in the community was shown. The video can also be seen on the City's YouTube channel at https://youtu.be/SO-EjMM92R4. Additionally, the updated publication on new housing units approved, under review, under construction, or completed was provided. Motion carried 7-0.

### COUNCIL MEMBER REPORTS

Jones reported on attending a Travel Dubuque Board meeting, ribbon cuttings at the National Mississippi River Museum and Aquarium and the City's new data center, meeting the dean of the University of Dubuque's (UD) new medical school – Dr. Jeanne Rupert, Dubuque Senior High School's Class of 1970 reunion, the special City Council meeting on July 14, attending a Dubuque Metropolitan Area Solid Waste Agency (DMASWA) meeting, and GDDC's annual meeting.

Farber also reported on meeting Dr. Rupert and the City's new data center ribbon cutting, along with attending UD's golf outing, the Mississippi Valley Youth Tennis Tournament, and National League of Cities' (NLC) summer conference.

Resnick reported on the upcoming Art on the River opening reception.

Cavanagh reported on attending the data center ribbon cutting, welcoming DARE officers from across the state who convened in Dubuque, and attending a recent event hosted by Dubuque Marshallese Youths for Climate Change.

Van Milligen shared that this weekend is the Miracle League of Dubuque's Battle of the All-Stars event, which Dubuque Police, Fire and the City Council will participate in.

### CLOSED SESSION

Motion by Jones to convene in closed session at 7:37 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is Assistant City Attorney Lehman. Motion carried 7-0.

The City Council reconvened in open session at 7:56 p.m. stating that staff had been given proper direction.

### ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 7:56 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

## CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS REGULAR SESSION OFFICIAL

The Dubuque City Council met in regular session at 6:30 p.m. on August 4, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

Present: Mayor Cavanagh; Council Members Farber, Jones, Resnick, Roussell, Sprank, Wethal; Assistant City Attorney Lehman.

Absent: City Manager Van Milligen

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

### PLEDGE OF ALLEGIANCE

Breitfelder clarified the role call order for the meeting due to an error on the agenda.

### CONSENT ITEMS

Jones requested Item No. 9 and Cavanagh requested Item No. 14 be held for separate discussion. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated, except Item Nos. 9 and 14. Seconded by Farber. Motion carried 7-0.

1. Minutes and Reports Submitted: City Council Proceedings of July 21, 2025; Community Development Advisory Commission of June 25, 2025; Historic Preservation Commission of June 17, 2025; Housing Commission of April 1, 2025; Zoning Board of Adjustment of June 26, 2025. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Toni Eckstein for property damage; Daniel Healy for vehicle damage; Harrison Runde for property damage; Schumacher Pool and Spa LLC for vehicle damage; Frank Washington for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Toni Eckstein for property damage, Carol Oberfoell for vehicle damage, Harrison

Runde for property damage; Frank Washington for vehicle damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 251-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 251-25**
**AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

Whereas, Section 1-7-7(E) of the Municipal Code of the City of Dubuque provides that the Finance Director-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 142-18 adopted May 7, 2018, 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.

Passed, approved, and adopted this 4th day of August 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Approval of 2024 City Council Official Proceedings: Upon motion the documents were received, filed, and approved.

6. Fiscal Year 2026 Contracted Services Agreements: City Manager recommended City Council approve the Fiscal Year 2026 Contracted Services Agreements with Community Solutions of Eastern Iowa, Four Mounds HEART, and Hawkeye Area Community Action Program. Upon motion the documents were received, filed, and approved.

7. Fiscal Year 2026 Purchase of Services Grant Recommendations & Agreements: Upon motion the documents were received and filed, and Resolution No. 252-25 Authorizing Execution of FY26 Purchase of Services Grant Agreement to United Way of Dubuque Area Tri-States; Resolution No. 253-25 Authorizing Execution of FY26 Purchase of Services Grant Agreement To Catholic Charities of The Archdiocese of Dubuque; Resolution No. 254-25 Authorizing Execution of FY26 Purchase of Services Grant Agreement to Fountain of Youth; Resolution No. 255-25 Authorizing Execution of FY26 Purchase of Services Grant Agreement to Presentation Lantern Center; Resolution No. 256-25 Authorizing Execution of FY26 Purchase of Services Grant Agreement to Dubuque and Jackson County Habitat For Humanity; and Resolution No. 257-25 Authorizing Execution of FY26 Purchase of Services Grant Agreement to St. Mark Youth Enrichment were adopted.

**RESOLUTION NO. 252-25**
**AUTHORIZING EXECUTION OF FY26 PURCHASE OF SERVICES GRANT AGREEMENT TO UNITED WAY OF DUBUQUE AREA TRI-STATES**

Whereas, United Way of Dubuque Area Tri-States prepared and submitted requests to provide support for human service programs in the City of Dubuque; and

Whereas, the City Council approved the Fiscal Year 2026 budget that included the Purchase of Services allocation; and

Whereas, the submissions have been approved by the Community Development Advisory Commission on June 25, 2025.

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

Section 1. That the Funding Approval /Agreements, authorized by the Community Development Advisory Commission beginning July 1, 2025, for Purchase of Services Grant

to United Way of Dubuque Area Tri-States be approved.

Section 2. That the Mayor of the City of Dubuque is hereby authorized and directed to execute said Agreement and related documents on behalf of the City of Dubuque, Iowa.

Passed, approved, and adopted this 4th day of August 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

**RESOLUTION NO. 253-25**
**AUTHORIZING EXECUTION OF FY26 PURCHASE OF SERVICES GRANT AGREEMENT TO CATHOLIC CHARITIES OF THE ARCHDIOCESE OF DUBUQUE**

Whereas, Catholic Charities of the Archdiocese of Dubuque prepared and submitted requests to provide support for human service programs in the City of Dubuque; and

Whereas, the City Council approved the Fiscal Year 2026 budget that included the Purchase of Services allocation; and

Whereas, the submissions have been approved by the Community Development Advisory Commission on June 25, 2025.

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

Section 1. That the Funding Approval/Agreements, authorized by the Community Development Advisory Commission beginning July 1, 2025, for Purchase of Services Grant to Catholic Charities of the Archdiocese of Dubuque be approved.

Section 2. That the Mayor of the City of Dubuque is hereby authorized and directed to execute said Agreement and related documents on behalf of the City of Dubuque, Iowa.

Passed, approved, and adopted this 4th day of August 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

**RESOLUTION NO. 254-25**
**AUTHORIZING EXECUTION OF FY26 PURCHASE OF SERVICES GRANT AGREEMENT TO FOUNTAIN OF YOUTH**

Whereas, Fountain of Youth prepared and submitted requests to provide support for human service programs in the City of Dubuque; and

Whereas, the City Council approved the Fiscal Year 2026 budget that included the Purchase of Services allocation; and

Whereas, the submissions have been approved by the Community Development Advisory Commission on June 25, 2025.

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

Section 1. That the Funding Approval /Agreements, authorized by the Community Development Advisory Commission beginning July 1, 2025, for Purchase of Services Grant to Fountain of Youth be approved.

Section 2. That the Mayor of the City of Dubuque is hereby authorized and directed to execute said Agreement and related documents on behalf of the City of Dubuque, Iowa.

Passed, approved, and adopted this 4th day of August 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

**RESOLUTION NO. 255-25**
**AUTHORIZING EXECUTION OF FY26 PURCHASE OF SERVICES GRANT AGREEMENT TO PRESENTATION LANTERN CENTER**

Whereas, Presentation Lantern Center prepared and submitted requests to provide support for human service programs in the City of Dubuque; and

Whereas, the City Council approved the Fiscal Year 2026 budget that included the Purchase of Services allocation; and

Whereas, the submissions have been approved by the Community Development Advisory Commission on June 25, 2025

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

Section 1. That the Funding Approval/Agreements, authorized by the Community Development Advisory Commission beginning July 1, 2025, for Purchase of Services Grant to Presentation Lantern Center be approved.

Section 2. That the Mayor of the City of Dubuque is hereby authorized and directed to execute said Agreement and related documents on behalf of the City of Dubuque, Iowa.

Passed, approved, and adopted this 4th day of August 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

**RESOLUTION NO. 256-25**
**AUTHORIZING EXECUTION OF FY26 PURCHASE OF SERVICES GRANT AGREEMENT TO DUBUQUE AND JACKSON COUNTY HABITAT FOR HUMANITY**

Whereas, Dubuque and Jackson County Habitat for Humanity prepared and submitted requests to provide support for human service programs in the City of Dubuque; and

Whereas, the City Council approved the Fiscal Year 2026 budget that included the Purchase of Services allocation; and

Whereas, the submissions have been approved by the Community Development Advisory Commission on June 25, 2025.

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

Section 1. That the Funding Approval /Agreements, authorized by the Community Development Advisory Commission beginning July 1, 2025, for Purchase of Services Grant to Dubuque and Jackson County Habitat for Humanity be approved.

Section 2. That the Mayor of the City of Dubuque is hereby authorized and directed to execute said Agreement and related documents on behalf of the City of Dubuque, Iowa.

Passed, approved, and adopted this 4th day of August 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

**RESOLUTION NO. 257-25**
**AUTHORIZING EXECUTION OF FY26 PURCHASE OF SERVICES GRANT AGREEMENT TO ST. MARK YOUTH ENRICHMENT**

Whereas, St. Mark Youth Enrichment prepared and submitted requests to provide support for human service programs in the City of Dubuque; and

Whereas, the City Council approved the Fiscal Year 2026 budget that included the Purchase of Services allocation; and

Whereas, the submissions have been approved by the Community Development Advisory Commission on June 25, 2025.

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

Section 1. That the Funding Approval/Agreements, authorized by the Community Development Advisory Commission beginning July 1, 2025, for Purchase of Services Grant to St. Mark Youth Enrichment be approved.

Section 2. That the Mayor of the City of Dubuque is hereby authorized and directed to execute said Agreement and related documents on behalf of the City of Dubuque, Iowa.

Passed, approved, and adopted this 4th day of August 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

8. Request approval to hire a Lead Paint Healthy Homes Inspector (Limited Term) for the 2024 Healthy Homes Production Grant: Upon motion the documents were received, filed, and approved.

9. Dubuque Police Auxiliary Contract: Motion by Jones to receive and file the documents and approve a one-year contract with the Dubuque Police Auxiliary. Seconded by Sprank. City Council expressed enthusiasm for the return of the auxiliary police and the important service they provide in the community. Motion carried 7-0.

10. Grant of Public Utility Easement from McGuire Property Acceptance: Upon motion the documents were received and filed, and Resolution No. 258-25 Accepting a Grant of Easement for Public Utilities Through, Over and Across Part of Lot 2-2-1-2-2-1 of Faldorf's Place, in the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 258-25**
**ACCEPTING A GRANT OF EASEMENT FOR PUBLIC UTILITIES THROUGH, OVER AND ACROSS PART OF LOT 2-2-1-2-2-1 OF FALDORF'S PLACE, IN THE CITY OF DUBUQUE, IOWA**

Whereas, Scott T. McGuire, as Trustee of the Scott T. McGuire Trust Agreement dated October 21, 2015; and Emily May McGuire, as Trustee of the Emily May McGuire Trust Agreement dated October 21, 2015, have executed a Grant of Easement for Public Utilities through, over and across part of Lot 2-2-1-2-2-1 of Faldorf's Place, in the City of Dubuque, Iowa.

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

Section 1. The City Council of the City of Dubuque, Iowa, hereby approves of, accepts and consents to the Grant of Easement for Public Utilities through, over, and across part of Lot 2-2-1-2-2-1 of Faldorf's Place, in the City of Dubuque, Iowa, as shown on the Grant of Easement for Public Utilities from Scott T. McGuire, as Trustee of the Scott T. McGuire Trust Agreement dated October 21, 2015; and Emily May McGuire, as Trustee of the Emily May McGuire Trust Agreement dated October 21, 2015, a copy of which is attached hereto.

Section 2. The Mayor is hereby authorized and directed to execute and acknowledge on behalf of the City of Dubuque any instruments in connection herewith.

Section 3. The City Clerk is hereby authorized to and directed to record this resolution and Grant of Easement for Public Utilities with the Dubuque County Recorder.

Passed, approved and adopted this 4th day of August 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

11. Broadway Sanitary Sewer Improvements Project Acceptance: Upon motion the documents were received and filed, and Resolution No. 259-25 Accepting the Broadway Sanitary Improvements Project and Authorizing Final Payment to the Contractor was adopted.

**RESOLUTION NO. 259-25**
**ACCEPTING THE BROADWAY SANITARY IMPROVEMENTS PROJECT AND AUTHORIZING FINAL PAYMENT TO THE CONTRACTOR**

Whereas, the Public Improvement Contract for the Broadway Sanitary Improvements Project (the Project) has been completed by the contractor, Tschiggfrie Excavating (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 $214,911.34; and

Whereas, the Contractor has previously been paid $205,578.70, leaving a balance of $9,332.64; 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 Director of Finance and Budget is hereby directed to pay the balance of the retainage of $9,332.64 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 4th day of August 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

12. 2025 Maintenance Dredging Project - Award Public Improvement Contract: Upon motion the documents were received and filed, and Resolution No. 260-25 Awarding Public Improvement Construction Contract for the 2025 Maintenance Dredging Project was adopted.

**RESOLUTION NO. 260-25**
**AWARDING PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT FOR THE 2025 MAINTENANCE DREDGING PROJECT**

Whereas, sealed proposals have been submitted by contractors for the 2025 Maintenance Dredging Project, (the Project) pursuant to Resolution No. 250-25 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 15th day of July 2025; and

Whereas, said sealed proposal was opened and read on the 24th day of July 2025 and it has been determined that Newt Marine Service, of Dubuque, Iowa submitted the low base bid in the amount of $211,455.50, Alternate No. 1 in the amount of $20,000.00, and Alternate No. 2 in the amount of $6,930.00, for a total bid of $238,385.50, and is the lowest responsive, responsible bidder for the Project.

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

Section 1. That a Public Improvement Construction Contract for the Project is hereby awarded to Newt Marine Service and the City Manager is hereby directed to execute a Public Improvement Construction Contract on behalf of the City of Dubuque for the Project, subject to the concurrence of the Iowa DNR and USFWS.

Passed, adopted, and approved this 4th day of August 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

13. Signed Contract(s): Graymont Western Lime for the Eagle Point Water Plant High Calcium Quicklime. Upon motion the documents were received and filed.

14. Contracted Services Agreement – Crescent Community Health Center: Motion by Jones to receive and file the documents and approve the Contracted Services Agreement with Crescent Community Health Center for Fiscal Year 2026. Seconded by Wethal. Cavanagh announced his intent to abstain from voting on the item due to his wife's employment at Crescent. Although he does not stand to gain financially from the agreement, he opted to recuse himself. Motion carried 6-0 with abstention from Cavanagh.

15. FY26 Update to Dubuque County Resource Enhancement and Protection Program (REAP) 5-Year Plan: Upon motion the documents were received, filed, and approved.

**ITEMS SET FOR PUBLIC HEARING**

Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Wethal. Motion carried 7-0.

1. Water System Improvements 2024 North English Road Water Main Extension Project - Adjusted Public Hearing Date: Upon motion the documents were received and filed and Resolution No. 261-25 To provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the North English Road Water Main Extension Project, and the taking of bids therefor was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on August 18, 2025 in the Historic Federal Building.

**RESOLUTION NO. 261-25**
**RESOLUTION TO PROVIDE FOR A NOTICE OF HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NORTH ENGLISH ROAD WATER MAIN EXTENSION 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 Origin Design Co. (the "Project Engineers"), in consultation with the City's engineering technician (the "Engineering Technician"), which may be hereafter referred to as the "North English Road Water Main Extension 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. August 18, 2025, 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. All action heretofore taken in this regard is hereby ratified and affirmed.

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 August 21, 2025, 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. September 2, 2025, 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 B, with such conforming changes as approved by the appropriate City staff. All action heretofore taken in this regard is hereby ratified and affirmed.

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 August 4, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

2. Resolution of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2025.3: Upon motion the documents were received and filed and Resolution No. 262-25 Authorizing and directing the City Manager to prepare an Amended and Restated Urban Renewal Plan Version 2025.3 for the Dubuque Industrial Center Economic Development District, Setting a date for the Public Hearing, and directing the Consultation Process on the Proposed Amended and Restated Urban Renewal Plan Version 2025.3 for said district was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 2, 2025 in the Historic Federal Building.

**RESOLUTION NO. 262-25**
**AUTHORIZING AND DIRECTING THE CITY MANAGER TO PREPARE AN AMENDED AND RESTATED URBAN RENEWAL PLAN VERSION 2025.3 FOR THE DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT, SETTING A DATE FOR THE PUBLIC HEARING, AND DIRECTING THE CONSULTATION PROCESS ON THE PROPOSED AMENDED AND RESTATED URBAN RENEWAL PLAN VERSION 2025.3 FOR SAID DISTRICT**

Whereas, the City Council of the City of Dubuque has heretofore approved the Amended and Restated Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Dubuque Industrial Center Economic Development District (the "District") in order to provide redevelopment opportunities which will further the purposes and objectives of the foregoing Urban Renewal Plan; and

Whereas, City staff has recommended that the Plan be further amended to remove property from the District; and

Whereas, Iowa Code Chapter 403 requires that before a Plan may be modified, the City Council must follow the notification, consultation, and public hearing process set forth therein.

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

Section 1. That the City Manager is authorized and directed to prepare an Amended and Restated Urban Renewal Plan Version 2025.3 for the Dubuque Industrial Center Economic Development District to include in such Plan any appropriate project activities and details, and to determine an appropriate date for and conduct the consultation process required by law with affected taxing entities concerning the proposed amendment.

Section 2. That the City Council hold a public hearing on the adoption of the proposed Amended and Restated Urban Renewal Plan Version 2025.3 for the Dubuque Industrial Center Economic Development District on September 2, 2025, at 6:30 p.m. in the form attached hereto. The notice of said hearing shall generally identify the areas covered by the Plan Version 2025.3 and the general scope of the urban renewal activities planned for such areas and said notice shall be published in a newspaper having general circulation within the City not less than four days nor more than twenty days before the date of said meeting. A copy of the notice of public hearing shall be sent by ordinary mail to the affected taxing entities.

Section 3. That the Economic Development Department is further directed to send by ordinary mail a copy of said Plan Version 2025.3, the notice of public hearing, a notice of consultation, and, to the extent the Plan Version 2025.3 includes the use of tax increment revenues for a public building, an analysis of alternative development and funding options for such public buildings, to the Dubuque Community School District and the Dubuque County Board of Supervisors, as the affected taxing entities.

Passed, approved and adopted this 4th day of August 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Resolution of Necessity for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2025.4: Upon motion the documents were received and filed and Resolution No. 263-25 Authorizing and Directing The City Manager to Prepare an Amended and Restated Urban Renewal Plan Version 2025.4 for The Dubuque Industrial Center Economic Development District, setting a date for the Public Hearing, and Directing the Consultation Process on the Proposed Amended and Restated Urban Renewal Plan Version 2025.4 for said District was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 2, 2025 in the Historic Federal Building.

**RESOLUTION NO. 263-25**
**AUTHORIZING AND DIRECTING THE CITY MANAGER TO PREPARE AN AMENDED AND RESTATED URBAN RENEWAL PLAN VERSION 2025.4 FOR THE DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT, SETTING A DATE FOR THE PUBLIC HEARING, AND DIRECTING THE CONSULTATION PROCESS ON THE PROPOSED AMENDED AND RESTATED URBAN RENEWAL PLAN VERSION 2025.4 FOR SAID DISTRICT**

Whereas, the City Council of the City of Dubuque has heretofore approved the Amended and Restated Urban Renewal Plan (the "Plan" or "Urban Renewal Plan") for the Dubuque Industrial Center Economic Development District (the "District") in order to provide redevelopment opportunities which will further the purposes and objectives of the foregoing Urban Renewal Plan; and

Whereas, City staff has recommended that the Plan be further amended to expand the District by including a new Subarea X, as shown in the Amended and Restated Urban Renewal Plan, Version 2025.4 for the Dubuque Industrial Center Economic Development District; and

Whereas, Iowa Code Chapter 403 requires that before a Plan may be modified, the City Council must follow the notification, consultation, and public hearing process set forth

therein.

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

Section 1. That the City Manager is authorized and directed to prepare an Amended and Restated Urban Renewal Plan Version 2025.4 for the Dubuque Industrial Center Economic Development District to include in such Plan any appropriate project activities and details, and to determine an appropriate date for and conduct the consultation process required by law with affected taxing entities concerning the proposed amendment.

Section 2. That the City Council hold a public hearing on the adoption of the proposed Amended and Restated Urban Renewal Plan Version 2025.4 for the Dubuque Industrial Center Economic Development District on September 2, 2025, at 6:30 p.m. in the form attached hereto. The notice of said hearing shall generally identify the areas covered by the Plan Version 2025.4 and the general scope of the urban renewal activities planned for such areas and said notice shall be published in a newspaper having general circulation within the City not less than four days nor more than twenty days before the date of said meeting. A copy of the notice of public hearing shall be sent by ordinary mail to the affected taxing entities.

Section 3. That the Economic Development Department is further directed to send by ordinary mail a copy of said Plan Version 2025.4, the notice of public hearing, a notice of consultation, and, to the extent the Plan Version 2025.4 includes the use of tax increment revenues for a public building, an analysis of alternative development and funding options for such public buildings, to the Dubuque Community School District and the Dubuque County Board of Supervisors, as the affected taxing entities.

Passed, approved and adopted this 4th day of August 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**BOARDS/COMMISSIONS**

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

1. Building Code Advisory and Appeal Board: One, 3-Year term through January 1, 2027 (Vacant Multidisciplinary Representative term of Cooley). Applicant: Nathan Wardle, 2725 Pleasant View Dr. Wardle spoke in support of his application.

2. Civil Service Commission: Iowa Code §400.1 requires publication of the name(s) of person(s) selected for appointment by the mayor to the Civil Service Commission no less than thirty (30) days prior to a vote by the city council. Mayoral selection of appointments to occur at the August 18, 2025, city council meeting with the vote on appointments to occur at the October 6, 2025, city council meeting. Two, 4-Year Terms through April 6, 2027 (Newly added seats, per Senate File 311, effective 8-16-25). Applicants: Julie Bockenstedt, 2475 Cherry St.; Barbara Liskey, 2763 Lamotte Dr.; Randall Ludwitz, 867 Barbaralee; Brian Neises, 1841 Phyllrich Dr.; and Darcy VanOstrand, 1222 Lincoln Ave. Krueger and Ludwitz spoke in support of their applications. Breitfelder stated that written input was received from Bockenstedt.

3. Housing Commission: Two, 3-Year Terms through August 17, 2028 (Expiring terms of Baumhover and Merfeld). Applicants: Rick Baumhover, 601 Garfield Ave. and Rick Merfeld, 2718 Andrew Ct. Breitfelder stated that written input was received from Baumhover.

Appointments were made to the following boards/commissions.

1. Transit Advisory Board: One, 3-Year term through July 30, 2027 (Vacant term of Esser). Applicant: Katie Bailey, 1085 West 5th St. Motion by Roussell to appoint Bailey to the term. Seconded by Wethal. Motion carried 7-0.

**PUBLIC HEARINGS**

1. Auburn-Custer Utility and Roadway Reconstruction Project: Motion by Jones to receive and file the documents and adopt Resolution No. 264-25 Auburn-Custer Utility and Roadway Reconstruction Project - Approval of Plans, Specifications, Form of Contract, and Estimated Cost. Seconded by Wethal. Farber announced her intent to abstain from voting due to owning property in the affected area. Motion carried 6-0 with abstention from Farber.

**RESOLUTION NO. 264-25**
**AUBURN-CUSTER UTILITY AND ROADWAY RECONSTRUCTION PROJECT - APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST**

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 for the Auburn-Custer Utility and Roadway Reconstruction Project in the estimated

construction amount of $1,470,148.00, are hereby approved.

Passed, adopted and approved this the 4th day of August 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

2. North Schmitt Island Collection System Project – Contract #1 Contracting Services Public Hearing: Motion by Roussell to receive and file the documents and adopt Resolution No. 265-25 North Schmitt Island Collection System Project – Contract #1: Approval of Plans, Specifications, Form of Contract, and Estimated Cost. Seconded by Sprank. City Council highlighted the project's significance to the island's future development. Motion carried 7-0.

**RESOLUTION NO. 265-25**
**NORTH SCHMITT ISLAND COLLECTION SYSTEM PROJECT – CONTRACT #1 - APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST**

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 for the North Schmitt Island Collection System Project – Contract #1 in the estimated construction amount of $235,000, are hereby approved.

Passed, adopted and approved this the 4th day of August 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Approving the Lease Agreement Between the City of Dubuque and The LAMAR Companies: Motion by Jones to receive and file the documents and adopt Resolution No. 266-25 Approving the Lease Agreement by and between the City of Dubuque and the LAMAR Companies for Real Property Located on White Street. Seconded by Wethal. In response to questions, City Engineer Gus Psihoyos explained that the gross revenue from billboard advertising refers to the income generated from renting the sign. Psihoyos and Lehman confirmed that the agreement is comparable to the lease the company previously held with Dubuque County and appears consistent with past agreements. Motion carried 7-0.

**RESOLUTION NO. 266-25**
**APPROVING THE LEASE AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND THE LAMAR COMPANIES FOR REAL PROPERTY LOCATED ON WHITE STREET**

Whereas, the City of Dubuque, Iowa (City) has tentatively entered into a Lease Agreement with The LAMAR Companies (LAMAR), subject to City Council approval, under which LAMAR will lease certain real property located on White Street in Dubuque, Iowa for a billboard; 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 4th day of August 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**PUBLIC INPUT**

Clark Schloz, 2925 Burlington St., spoke regarding Action Item No. 2, expressing concerns about the timing of the proposed increases and questioning if a public hearing was required since it's a budget related action.

**ACTION ITEMS**

1. Rebid 2025 Repair and Maintenance of the Iowa Street Parking Garage - Recommendation of Award to Keeley Restoration Services, LLC.: Motion by Sprank to receive and file the documents and adopt Resolution No. 267-25 Awarding Public Improvement Construction Contract for the 2025 Repair and Maintenance of the Iowa Street Parking Garage. Seconded by Farber. In response to questions, Project Manager Jim Bousley stated that maintaining the City's existing parking lots is more cost-effective than rebuilding them and noted that the City has data on their current condition from previous studies. City Council Members thanked staff for their work on the project, emphasized the importance of the repairs needed, and suggested that future discussions about parking would be beneficial. Motion carried 7-0.

**RESOLUTION NO. 267-25**
**AWARDING PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT FOR THE 2025 REPAIR AND MAINTENANCE OF THE IOWA STREET PARKING GARAGE**

Whereas, sealed proposals have been submitted by contractors for the 2025 Repair and Maintenance of the Iowa Street Parking

Garage, (the Project) pursuant to Resolution No. 410-24 and Notice to Bidders published on the City of Dubuque, Iowa website, Iowa League of Cities Website, and Master Builders/Construction Update plan room service with statewide circulation on the 20th day of June 2025; and

Whereas, said sealed proposals were opened and read on the 29th day of July 2025 and it has been determined that Keeley Restorations Services, LLC. of St. Louis, Missouri, in the bid amount of $4,010,930.50, is the lowest responsive, responsible bidder for the Project.

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

Section 1. That a Public Improvement Contract for the Project is hereby awarded to Keeley Restorations Services, LLC. and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, approved, and adopted this 4th day of August 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

2. FY2026 Police Supervisor Wage Compression: Motion by Jones to receive and file the documents and approve a pay increase for non-bargaining Police Command Staff to avoid wage compression between bargaining unit positions and non-bargaining Command Staff. Seconded by Wethal. City Manager Van Milligen joined virtually to respond to questions. He acknowledged that the adjustment should have been addressed during the budget process but was inadvertently overlooked. Funding for the change was identified through the department's 15 current vacancies. Lehman clarified that the funds for the wage increases had already been allocated, so they do not impact the tax rate or involve transferring resources from another department, and therefore a public hearing is not required. Chief of Police Jeremy Jensen confirmed that the Police Department will monitor for potential compression issues going forward. Van Milligen elaborated that the City is using insights from its recently completed compensation and classification study to help ensure fair employee compensation. City Council Members emphasized public safety as a top priority and recognized the need to support staff advancement through wage increases, though there were differing views on the appropriate timing for implementing them. Some felt that not making the changes outside the budget cycle could negatively impact the City, while another perspective raised concerns about the potential for additional unforeseen changes and how best to manage them. Motion carried 6-1 with Resnick voting nay.

3. 2027 and 2028 Engine Contracts: Motion by Roussell to receive and file the documents and approve the pre-payment purchase for the two fire department engines in FY2026 for an estimated delivery of August- December 2027 (FY 2028). Seconded by Wethal. City Council Members praised the department for identifying this cost-saving option and stressed the importance of continued preplanning for future purchases. Motion carried 7-0.

4. Central Avenue and White Street Corridor Design Phase 1; Consulting Engineering Services RFQ Authorization: Motion by Sprank to receive and file the documents and approve releasing a request for qualifications (RFQ) to hire a consultant to assist with the design of Central Avenue and White Street Corridor Design Phase 1. Seconded by Farber. In response to questions about consultant fees, Psihoyos explained that the selected consultant will submit a proposed scope of services that includes associated costs. If the City is unable to negotiate a fair price, it will proceed with the second-choice consultant. Funding for the service has already been budgeted by the department. Motion carried 7-0.

5. Old Mill Road Lift Station Phase 3 Sanitary Interceptor Project (Catfish Creek Middle Fork) Consulting Engineering Services RFQ Award: Motion by Jones to receive and file the documents and approve negotiating and executing a contract with HDR Engineering for engineering services for the design of the Old Mill Road Lift Station Phase 3 Sanitary Interceptor Project (Catfish Creek Middle Fork). Seconded by Wethal. In response to questions, Psihoyos stated that detailed discussions on the project scope are forthcoming and noted that staff have no concerns about using different consultants for Phases 3 and 4. City Council Members expressed support for the project and referenced examples where HDR Engineering and Foth Infrastructure & Environment successfully collaborated on different phases of past projects. Motion carried 7-0.

6. Old Mill Road Lift Station Phase 4 Sanitary Interceptor Project (Catfish Creek South Fork) Consulting Engineering Services RFQ Award: Motion by Sprank to receive and file the documents and approve negotiating and executing a contract with Foth Infrastructure & Environment for engineering services for the design of the Old Mill Road Lift Station

Phase 4 Sanitary Interceptor Project (Catfish Creek South Fork). Seconded by Wethal. Motion carried 7-0.

7. Track Line Sanitary Sewer Reconstruction Project Consulting Engineering Services RFQ Authorization: Motion by Sprank to receive and file the documents and approve releasing an RFQ to hire a consultant to assist with the development of the Track Line Sanitary Sewer Reconstruction Project. Seconded by Wethal. Responding to questions, Psihoyos stated that if the ground near the railroad cannot be utilized for the project, then staff may consider a force main system. He confirmed that the project is currently on schedule. Motion carried 7-0.

8. Request Additional FTE for Field Engineering Technician I or II (Engineering Water Resources Team): Motion by Roussell to receive and file the documents and approve an additional full time employee (FTE) for a Field Engineering Technician I (NB10) or II (NB11) for the Engineering Water Resource Team within the Engineering Department using budgeted CIP funds from several significant, multi-year projects: Old Mill Road Lift Station Projects: Phase I – Lift Station Site; Phase II – Fore Main; and Catfish Creek Sanitary Sewer Interceptor Projects: South Fork – Phase 4; and Middle Fork – Phase 3. Seconded by Wethal. Psihoyos explained that the Engineering Department is currently understaffed to effectively oversee multiple major projects and that adding a staff member would reduce the department's reliance on consultants, resulting in cost savings. Motion carried 7-0.

9. Approval of Five Flags Civic Center Management Agreement Amendment #1: Motion by Roussell to receive and file the documents and approve the Five Flags Civic Center Management Agreement Amendment #1. Seconded by Wethal. In response to a question about the legality of including this item with less than 24 hours' notice, Lehman explained that Iowa Code Chapter 21 allows it when, for good cause, it is impossible or impractical to provide at least 24 hours' notice. Lehman explained he was contacted by OVG late in the afternoon on August 1 regarding an issue with the retail alcohol license application for Five Flags. Under the current management agreement, event revenue, which is defined to include alcohol revenue, grants the City more than a 10% interest. This level of interest classifies the City as an owner under State of Iowa regulations, requiring its inclusion on the retail alcohol license application. If OVG were to submit a new application listing the City as an owner, it could take one to three months for approval. However, due to a scheduled event this week, timely license approval is necessary. To avoid classification as an owner, the City has proposed an amendment to limit its share of alcohol revenue to 9.9%. The revenue will be held in escrow while a long-term solution is determined. When asked why this issue was not identified earlier, Lehman stated that the State may now be reviewing applications more closely or that the wording in the current agreement differs from previous ones. He noted that the original agreement did not specify a percentage of revenue and clarified that retail alcohol licenses are tied to specific premises. Any future changes to the management agreement will be brought to City Council for approval. OVG's Ryan Bonifas stated that they were previously unaware of the State's interpretation that the City's revenue share made it an owner under the retail alcohol license requirements, and noted they had been working on the application for two months. Regarding potential implications for the City's agreement with the Dubuque Racing Association (DRA), it was clarified that the DRA leases property from the City and is therefore considered the owner for licensing purposes. City Council Members expressed support for the amendment and noted that further clarification from the State would be helpful. Motion carried 7-0.

10. Work Session Request: Unified Development Code Update: Technical Review Report: Motion by Jones to receive and file the documents and schedule the work session for August 27, 2025, at 6:30 p.m. Seconded by Roussell. It was mentioned that the work session was being requested on a non-Council meeting night. Motion carried 7-0.

11. Work Session Request: Report on Development and Outcomes of Serve Dubuque Program: Motion by Resnick to receive and file the documents and schedule the work session for September 15, 2025, at 5:15 p.m. Seconded by Farber. Motion carried 7-0.

12. Work Session Request: Imagine Dubuque Update: Motion by Roussell to receive and file the documents and schedule the work session for September 15, 2025, at 5:45 p.m. Seconded by Resnick. Motion carried 7-0.

13. City of Dubuque Data Center and Information Technology Department Ribbon-Cutting Video: Motion by Farber to receive and file the documents and view the video. Seconded by Sprank. A highlight video of the ribbon-cutting to celebrate the completion the City of Dubuque Data Center and IT Department offices at the Bright Minds campus at 7850 Chavenelle Dr. was shown. It can also

be viewed on the City's YouTube channel at https://youtu.be/7lXcNkg5gwI. Motion carried 7-0.

**COUNCIL MEMBER REPORTS**

Jones reported on attending the New Horizon Academy ribbon cutting, Community Impact Director Antonio Mouzon being named a Telegraph Herlad Rising Star, a walk he took with former State Representative Chuck Isenhart along Kaufmann Ave. to discuss stormwater management, the Art on the River opening reception, and the upcoming congressional staff visit.

Sprank reported on attending a DRA board meeting, the Dubuque Miracle League Battle of the All-stars game, Centrally Rooted's open house, DubuqueFest, and speaking at the Art on the River reception.

Farber reported on the Miracle League game and attending a Federal Communications Committee (FCC) committee meeting.

Roussell reported on volunteering at the ticket booth at the Dubuque Farmer's Market.

Wethal reported on the Miracle League game, the Dubuque Museum of Art's recent meeting in their temporary location in the Dupaco Voices building, and participating in Community Solutions of Eastern Iowa's (CSEI) and East Central Intergovernmental Association's (ECIA) point in time (PIT) count and the housing inventory count (HIC).

Resnick reported on attending the Art on the River reception.

Cavanagh reported on attending the Dubuque County Fair, the ribbon cutting for Westbrook Park, the Miracle League game, a recent visit from a Federal Housing and Urban Development official, and the upcoming National Night Out Event.

**CLOSED SESSION**

Motion by Jones to convene in closed session at 8:19 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is Assistant City Attorney Lehman. Motion carried 7-0.

The City Council reconvened in open session at 9:09 p.m. stating that staff had been given proper direction.

**ADJOURNMENT**

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:09 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 6:00 p.m. on August 18, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on Greater Dubuque Development Corporation.

**WORK SESSION**

Greater Dubuque Development Corporation Quarterly Update

Greater Dubuque Development Corporation (GDDC) President and CEO Rick Dickinson and Director of Workforce Programming Nicolas Hockenberry presented a quarterly update highlighting goals and results, strategic initiatives, business services, workforce solutions, and the workforce landscape. In response to a question about how residents can support local higher education institutions, Dickinson emphasized the importance of helping them feel integrated into the community.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:30 p.m.

/s/Adrienne N. Breitfelder, City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS REGULAR SESSION OFFICIAL

The Dubuque City Council met in regular session at 6:30 p.m. on August 18, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

**PLEDGE OF ALLEGIANCE**

**CONSENT ITEMS**

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

1. Minutes and Reports Submitted: City Council Proceedings of August 4, 2025; Airport Commission of April 22, May 27, and June 24, 2025; Arts and Cultural Affairs Advisory Commission of June 24, 2025; Civil Service Commission of June 11, 2025; Housing Commission of April 1, 2025; Resilient Community Advisory Commission of June 5, 2025; Zoning Advisory Commission of July 2, 2025; Proof of Publication for City Council Proceedings of July 7, July 14, and July 21, 2025. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Major Joseph Jenkins for property damage; Alan Viertel for property damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Daniel Healey for vehicle damage; Schumacher Pool and Spa LLC for vehicle damage; Alan Viertel for property damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 268-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 268-25**
**AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

Whereas, Section 1-7-7(E) of the Municipal Code of the City of Dubuque provides that the Finance Director-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 142-18 adopted May 7, 2018, 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.

Passed, approved, and adopted this 18th day of August 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Notice of Award & Request to Execute Agreement for 25-26 City of Dubuque AmeriCorps Program: Creating Opportunities: Upon motion the documents were received, filed, and approved.

6. Improvement Contracts / Performance, Payment, and Maintenance Bonds Giese Sheet Metal for the Fire Headquarters HVAC Replacement Project; Jim Giese Commercial Roofing for the Fire Station 6 Roof Replacement Project. Upon motion the documents were received, filed, and approved.

7. Jefferson Park Retaining Wall Replacement Project Acceptance: Upon motion the documents were received and filed, and Resolution No. 269-25 Accepting the Jefferson Park Retaining Wall Replacement Project and Authorizing the Payment of the Contract Amount to the Contractor was adopted.

**RESOLUTION NO. 269-25**
**ACCEPTING THE JEFFERSON PARK RETAINING WALL REPLACEMENT PROJECT AND AUTHORIZING THE PAYMENT OF THE CONTRACT AMOUNT TO THE CONTRACTOR**

Whereas, the Public Improvement Contract for the Jefferson Park Retaining Wall Replacement Project (the Project) has been completed by the contractor, Eastern Iowa Excavating and Concrete, LLC. (Contractor) and WHKS has examined the work and filed a certificate stating that the Project has been completed according to the terms of the Public Improvement Contract and that WHKS recommends that the Project be accepted; and

Whereas, the final contract amount for the Project is $234,051.77; and

Whereas, the contractor has previously been paid $222,349.18, leaving a balance of $11,702.59; and

Whereas, the City Council finds that the recommendation of WHKS should be accepted.

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

Section 1. The recommendation of WHKS 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 $11,702.59 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 18th day of August 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

8. Zoning Advisory Commission Cross Representation Recommendation: Zoning Advisory Commission requested City Council approval on the appointments to the Cross-Representative terms on the Airport Zoning Commission of Rich Russell with a term expiration date of July 1, 2027, and Pat Norton with a term expiration date of July 1, 2028. Upon motion the documents were received, filed, and approved.

9. Zoning Board of Adjustment Cross Representation Recommendation: Zoning Board of Adjustment requested City Council approval on the appointments to the Cross-Representative terms on the Airport Zoning Board of Adjustment of Rena Stierman with a term expiration date of March 25, 2027, and Matt Mauss with a term expiration date of March 25, 2028. Upon motion the documents were received, filed, and approved.

10. Letter of Support for Certifying the Greater Dubuque Housing Trust Fund: A letter of support was provided from Mayor Brad Cavanagh to the Iowa Finance Authority Board of Directors in support of the transition of governance for the Local Housing Trust Fund serving the City of Dubuque from the City to the new nonprofit, Greater Dubuque Housing Trust Fund. Upon motion the documents were received, filed, and approved.

11. Request for City Council Ratification of the First Amendment to the Dubuque Police Protective Association July 1, 2024, CBA: Upon motion the documents were received, filed, and approved.

12. Civil Service Commission - Certified List for Police Officer: Upon motion the documents were received, filed, and made a Matter of Record.

August 13, 2025

Honorable Mayor and
Members of the City Council

In accordance with Chapter 400 of the Code of Iowa, a written examination for the position of Police Officer was administered on August 2, 2025. We, The Civil Service Commission, hereby certify that the individuals listed below have passed the written examination or are using a valid transfer score and any vacancies for the position of Police Officer should be filled from this list and that this list is good through March 12, 2026.

**Police Officer**

1. Wyatt Sharkey, 2. Stephanie Sanders, 3. Carlo Dannenfelser, 4. Nabih Maady, 5. Tyler McDonald, 6. Jensen Block, 7. Jace Fassbinder, 8. Cody Stinson, 9. Steven Jonas

– Transfer Score, 10. Brody Kremer – Transfer Score, 11. Lou Martinez, 12. Yesscenia Cueller VanNatta

Respectfully Submitted,
Civil Service Commission

13. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 270-25 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

**RESOLUTION NO. 270-25**
**APPROVING APPLICATIONS FOR RETAIL ALCOHOL LICENSES, AS REQUIRED BY CITY OF DUBUQUE CODE OF ORDINANCES TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 2 LIQUOR CONTROL, ARTICLE B LIQUOR, BEER AND WINE LICENSES AND PERMITS**

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
Kwik Star 1284, 730 Airborne Rd.
Renewals
First Reserve, 210 West 1st St.
Hy-Vee 1 Market Cafe, 3500 Dodge St. Cafe Area
Kwik Stop 72, 2255 Kerper Blvd.
Los Aztecas Mexican Restaurant, 2700 Dodge St.
National Mississippi River Museum & Aquarium, 350 & 400 East 3rd St.
Pete's Thai Kitchen, 609 East 22nd St.
Southend Tap, 55 Locust St.
The Fun Station Dubuque, 555 John F Kennedy Rd., Ste 400
Tri-State Independent Blind Society Inc., 1068 Cedar Cross Rd.
West Dubuque Tap, 1701 Asbury Rd.
Special Event(s) per Special Event Application Submittal
Project Rooted, 8-29-25 to 9-2-25, 15th (Between White and Jackson) Jackson (Between 15th and 16th
EJ's Wine Shop 9-4 to 9-8-25, 10th St. (Jackson to Elm St.) and Washington St. (9th to 11th St)

Passed, approved, and adopted this 18th day of August 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**ITEMS SET FOR PUBLIC HEARING**

Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Sprank. Motion carried 7-0.

1. Vacating a portion of a Public Utility Easement over part of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa – Emily and Scott McGuire Property at 1195 Arrowhead Drive: Upon motion the documents were received and filed and Resolution No. 271-25 Intent to Vacate and Dispose of City Interest in a Portion of a Public Utility Easement over and across part of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 2, 2025 in the Historic Federal Building.

**RESOLUTION NO. 271-25**
**INTENT TO VACATE AND DISPOSE OF CITY INTEREST IN A PORTION OF A PUBLIC UTILITY EASEMENT OVER AND ACROSS PART OF LOT 2 BLOCK 4 OF INDIAN HILLS, IN THE CITY OF DUBUQUE, IOWA**

Whereas, Scott T. McGuire, as Trustee of the Scott T. McGuire Trust Agreement dated October 21, 2015; and Emily May McGuire, as Trustee of the Emily May McGuire Trust Agreement dated October 21, 2015 (the McGuires) are the current owner of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa; and

Whereas, in 1956 a public utility easement was platted over a portion of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa according to the Plat of Block 1, Block 2, Block 3, and Block 4 in Indian Hills in the City of Dubuque, Iowa recorded in Plat Book 23, Page 310, in the office of the Dubuque County Recorder; and

Whereas, the McGuire's are planning a building addition to their home on said Lot 2 and said building addition improvements lie over said utility easement; and

Whereas, the McGuire's have granted a new public utility easement to the south of the proposed building addition and have coordinated the relocation of all existing utilities from the old easement to the new easement location, and all affected utility companies have consented to the proposed relocation.

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

Section 1. That the City of Dubuque, intends to vacate and dispose of its interest in the public utility easement across a portion of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa, as shown on the attached Exhibit A.

Section 2. That any and all applicable publication and recording fees are to be paid by the McGuires.

Section 3. That a public hearing on the intent to vacate and dispose of City interest in the public utility easements across a portion of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, is hereby set for the 2nd day of September, 2025, 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 and dispose of said interest to be published in the manner as prescribed by law.

Passed, approved and adopted this 18th day of August 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

2. Rustic Point Park Development Project Initiate Public Improvement Bidding Process and Set Public Hearing: Upon motion the documents were received and filed and Resolution No. 272-25 Rustic Point Park Development Project: Preliminary Approval of Plans, Specifications, Form of Contract, and Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost; and Ordering the Advertisement for Bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 2, 2025 in the Historic Federal Building.

**RESOLUTION NO. 272-25**
**RUSTIC POINT PARK DEVELOPMENT 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**

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 Rustic Point Park Development Project in the estimated construction amount of $258,278.50, 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 2nd day of September, 2025, at 6:30 p.m. in the Historic Federal Building Council Chambers 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the attached notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

The Rustic Point Park Development 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 acting Project & Facilities Manager 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, 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 9th day of September 2025. Bids shall be opened and read by the Acting Projects & Facilities Manager at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 15th day of September 2025, in the Historic Federal Building Council Chambers 350 West 6th Street, Dubuque, Iowa.

Passed, adopted and approved this the 18th day of August 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**BOARDS/COMMISSIONS**

1. Mayoral Selection of Appointments to the Civil Service Commission: Iowa Code §400.1 requires publication of the name(s) of person(s) selected for appointment by the mayor to the Civil Service Commission no less than thirty (30) days prior to a vote by the

city council. Mayoral selection of appointments to occur at the August 18, 2025, city council meeting with the vote on appointments to occur at the October 6, 2025, city council meeting. Two, 4-Year Terms through April 6, 2027 (Newly added seats, per Senate File 311, effective 8-16-25). Applicants: Julie Bockenstedt, 2475 Cherry St.; Otto Krueger, 2521 Wheatland Dr.; Barbara Liskey, 2763 Lamotte Dr.; Randall Ludwitz, 867 Barbaralee Dr.; Brian Neises, 1841 Phyllrich Dr.; and Darcy VanOstrand, 1222 Lincoln Ave. Mayor Cavanagh named Bockenstedt and Krueger as his selections for appointment to the commission.

Appointments were made to the following boards/commissions.

2. Building Code Advisory and Appeal Board: One, 3-Year term through January 1, 2027 (Vacant Multidisciplinary Representative term of Cooley). Applicant: Nathan Wardle, 2725 Pleasant View Dr. Motion by Roussell to appoint Wardle to the term. Seconded by Jones. Motion carried 7-0.

3. Housing Commission: Two, 3-Year Terms through August 17, 2028 (Expiring terms of Baumhover and Merfeld). Applicants: Rick Baumhover, 601 Garfield Ave. and Rick Merfeld, 2718 Andrew Ct. Motion by Sprank to appoint Baumhover and Merfeld to the terms. Seconded by Farber. Motion carried 7-0.

**PUBLIC HEARINGS**

1. Request to Rezone Property on West 32nd Street: Breitfelder stated that the Zoning Advisory Commission (ZAC) recommends denying the request from Sherry Ehrlich to zone property on West 32nd St., (PIN 1016227007), from R-1 Single-Family Residential to OR Office Residential zoning district, and Ehrlich has submitted correspondence asking the request be remanded back to the ZAC for a conditional rezoning request. Breitfelder and Brumwell verified the public hearing would still occur, and council could amend their motion during their deliberation if they chose to. Motion by Jones to receive and file the documents and remand the request back to the ZAC. Seconded by Farber. A point of order was raised by Resnick, seeking clarification on whether remanding was equivalent to tabling a request. Brumwell clarified that the two actions are distinct, with tabling a request meaning that no specific action will be taken, whereas remanding refers to sending the item back to the ZAC for reconsideration. During the staff report by Planning Services Director Wally Wernimont, he addressed a related question, explaining that the applicant is open to adjusting the request if it is remanded. Joan Heitzman, 3152 West 32nd St. and Genevieve Voss, 3160 West 32nd St., spoke in opposition to the rezoning and requested the property remain R-1. City Council Members voiced support for remanding the request to the ZAC, noting that it would allow for further dialogue between the applicant and neighboring residents. In response to a question, Wernimont confirmed that potential signage at the proposed site would be addressed during discussions with the ZAC. Motion carried 7-0.

2. Water System Improvements 2024 North English Road Water Main Extension Project - Public Hearing: Motion by Jones to receive and file the documents and adopt Resolution No. 273-25 Giving final approval to, and confirmation of, plans, specifications, form of contract and estimate of cost for the North English Road Water Main Extension Project. Seconded by Sprank. Motion carried 7-0.

**RESOLUTION NO. 273-25**
**GIVING FINAL APPROVAL TO, AND CONFIRMATION OF, PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE NORTH ENGLISH ROAD WATER MAIN EXTENSION PROJECT**

Whereas, the City Council of the City of Dubuque, Iowa, has heretofore given preliminary approval to the plans, specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed North English Road Water Main Extension Project (the "Project"), as described in the notice of hearing on the Contract Documents for the Project; and

Whereas, a hearing has been held on the Contract Documents on August 18, 2025.

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

Section 1. The Contract Documents referred to in the preamble hereof are hereby finally approved, the prior action of the City Council giving preliminary approval is hereby finally confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved August 18, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**PUBLIC INPUT**

Rick Dickinson, 205 Hill St., President and CEO of GDDC, spoke in support of Action Item No. 7, noting his role as a board member

of Dubuque Initiatives, which has recently concentrated efforts on revitalizing the 1700 and 1800 blocks of Central Avenue.

**ACTION ITEMS**

1. Travel as Professional Development: Lessons from Bakersville, NC and Brunei: Motion by Resnick to receive and file the documents and hear the presentation. Seconded by Wethal. Assistant City Manager Cori Burbach and Climate Action Coordinator Michelle Kim presented on their respective professional development travels to Bakersville, NC and Brunei. City Council Members expressed enthusiasm for the experiences, highlighting the value of gaining perspectives beyond the city and drawing parallels to their own similar experiences. Motion carried 7-0.

2. Award Public Improvement Contract Auburn-Custer Utility and Roadway Reconstruction Project: Motion by Roussell to receive and file the documents and adopt Resolution No. 274-25 Awarding Public Improvement Contract for the Auburn-Custer Utility and Roadway Reconstruction Project. Seconded by Wethal. Farber announced her intent to abstain from voting due to owning property in the affected area. In response to a question, Van Milligen stated that the City either performs the project inspection itself or engages a contractor to carry it out. Motion carried 6-0 with abstention from Farber.

**RESOLUTION NO. 274-25**
**AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE AUBURN-CUSTER UTILITY AND ROADWAY RECONSTRUCTION PROJECT**

Whereas, sealed proposals have been submitted by contractors for the Auburn-Custer Utility and Roadway Reconstruction Project, (the Project) pursuant to Resolution No. 38-25 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 25th day of July 2025; and

Whereas, said sealed proposals were opened and read on the 7th day of August 2025 and it has been determined that Eastern Iowa Excavating & Concrete, LLC of Cascade, Iowa, in the bid amount of $1,276,680.60, is the lowest responsive, responsible bidder for the Project.

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

That a Public Improvement Contract for the Project is hereby awarded to Eastern Iowa Excavating & Concrete, LLC and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, approved, and adopted this 18th day of August 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

3. North Schmitt Island Collection System Project - Contract #1: Award Public Improvement Contract: Motion by Jones to receive and file the documents and adopt Resolution No. 275-25 Awarding Public Improvement Contract for the North Schmitt Island Collection System Project – Contract #1 Project. Seconded by Sprank. In response to a question regarding the threshold for rejecting bids, Van Milligen explained that bids may be rejected if they significantly exceed budget estimates. He noted that this project represents a small portion of a larger $2.64 million project and emphasized the importance of its timely completion. The City's involvement stems from the fact that the project involves the construction of a public sanitary sewer. While City Council Members acknowledged that the project exceeding the budget is not ideal, they also recognized the necessity of completing it on schedule. Motion carried 7-0.

**RESOLUTION NO. 275-25**
**AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE NORTH SCHMITT ISLAND COLLECTION SYSTEM PROJECT – CONTRACT #1 PROJECT**

Whereas, sealed proposals have been submitted by contractors for the North Schmitt Island Collection System Project – Contract #1 Project, (the Project) pursuant to Resolution No. 248-25 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 25th day of July 2025; and

Whereas, said sealed proposals were opened and read on the 7th day of August 2025 and it has been determined that Tschiggfrie Excavating of Dubuque, Iowa, in the bid amount of $248,560.00, is the lowest responsive, responsible bidder for the Project.

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

That a Public Improvement Contract for the Project is hereby awarded to Tschiggfrie Excavating and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, approved, and adopted this 18th day of August 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, CMC City Clerk

4. Approval of Linwood Cemetery Agreement: Motion by Sprank to receive and file the documents and adopt Resolution No. 276-25 Approving an Agreement by and Between the City of Dubuque, Iowa, and Linwood Cemetery Association. Seconded by Farber. In response to questions, Van Milligen stated that townships are permitted to levy a tax for cemeteries. He explained that, if the City were to create a township, such a levy could be used to support cemetery operations rather than relying on the general fund. Van Milligen further noted that the cemetery's financial challenges are partly attributable to the increasing preference for cremation. He also stated that a portion of the property could potentially be sold for development, with the proceeds added to the cemetery's endowment fund. Linwood Cemetery Board President Ken Miller stated that the cemetery has a 501(c)(13), a designation specific to cemeteries, and has also established a 501(c)(3). He noted that the 501(c)(3) allows for private organization donations, bequests, and eligibility for grants. He stated that the association will consider the potential sale of a portion of the land and noted partnerships with other groups to promote the cemetery's 150-year history. Brumwell confirmed that she will be working with the Dubuque County Supervisors regarding the township. City Council Members expressed appreciation for the collaboration with the association. Motion carried 7-0.

**RESOLUTION NO. 276-25**
**APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA, AND LINWOOD CEMETERY ASSOCIATION**

Whereas, the Linwood Cemetery Association (the "Association"), a 501(c)(13) tax-exempt corporation, and the City of Dubuque, Iowa (the "City") have reached a tentative agreement regarding the operation and financing of Linwood Cemetery (the "Cemetery"); and

Whereas, the Association owns and controls the Cemetery, the entirety of which is located within the corporate limits of the City; and

Whereas, the Cemetery is a perpetual care cemetery subject to Iowa Code Chapter 523I; and

Whereas, the agreement is for a term of one (1) year, beginning July 1, 2025, and ending June 30, 2026, and may be extended by mutual agreement of the parties; and

Whereas, the parties agree to meet at least quarterly to review the ongoing financial sustainability of the Cemetery; and

Whereas, the Association shall remain, at all times during the term of the agreement, responsible for and the owner of the Cemetery, and may not transfer such responsibility or ownership without the City's written consent, which may be withheld at the City's sole discretion; and

Whereas, by no later than December 31, 2025, the Association will provide the City with a budget for the Cemetery's operations for the fiscal year commencing July 1, 2026; and

Whereas, the Association has established Friends of Linwood, Inc., a 501(c)(3) tax-exempt corporation for the purposes of raising funds to support the Association's current operations and grow its endowed funds; and

Whereas, the Association will explore reasonable opportunities to capitalize its return on its investment in excess real estate not currently utilized or reasonably expected to be utilized in the foreseeable future for operational needs of the Cemetery. Any sale of real estate outside the regular course of the Association's operations must be approved by the City and any proceeds from the sale of said real estate shall be deposited into one of the Association's endowed investment accounts; and

Whereas, the Association will provide the City the opportunity to appoint a representative to serve on the Association's board of directors during the duration of this agreement; and

Whereas, the City shall make monthly payments to the Association equal to the amount of the prior month's operating deficit, plus approved equipment purchases, reduced by any gift and grant income received during said month, reduced by non-cash expenses for Columbarium and Mausoleum cost of goods sold during the month, reduced by non-cash depreciation expense not used for small equipment purchases during the month, and further reduced by $1/12^{th}$ (one-twelfth) of the Association's total annual endowed funds available for distribution. The cumulative monthly support payments made by the City for the period July 1, 2025, through June 30, 2026, shall not exceed $110,000 (one hundred ten thousand dollars).

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

Section 1. The Agreement by and between the City of Dubuque and Linwood Cemetery Association, a copy attached hereto, is hereby approved effective July 1, 2025.

Section 2. That the Mayor is hereby authorized and directed to execute the Lease Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Agreement as herein approved.

Passed, approved, and adopted this 18th day of August 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Park and Recreation Advisory Commission Recommendation for Naming South Pointe Subdivision Park: Motion by Roussell to receive and file the documents and approve the Park and Recreation Advisory Commission recommending the name South Pointe Park for the park in the South Pointe subdivision. Seconded by Jones. Motion carried 7-0.

6. Letters of Support for Application to IEDA for Redevelopment Tax Credits: Motion by Jones to receive and file the documents and approve the submission of the attached letters supporting the applications for Iowa Redevelopment Tax Credits for Wilson House (1243 Locust Street) and IOCO Building (100 E. 1st Street), confirming the City's recognition that the properties are eligible for the tax credit based on the state's definition of a brownfield. Seconded by Wethal. Motion carried 7-0.

7. Authorizing Contract 25-CTBF-06 by and between the City of Dubuque, Iowa, and the Iowa Economic Development Authority for the Rehabilitation of 1701 Central Avenue: Motion by Jones to receive and file the documents and adopt Resolution No. 277-25 Authorizing Contract 25-CTBF-06 by and between the City of Dubuque, Iowa, and the Iowa Economic Development Authority for a Community Catalyst Building Remediation Grant for the Rehabilitation of 1701 Central Avenue in the city of Dubuque, Iowa. Seconded by Resnick. City Council Members expressed enthusiasm for the project and the momentum on Central Avenue. They referenced their participation on the Dubuque Initiatives Board, which has worked with developers on revitalizing the blocks, and noted the challenges associated with older buildings. Motion carried 7-0.

**RESOLUTION NO. 277-25**
**AUTHORIZING CONTRACT 25-CTBF-06 BY AND BETWEEN THE CITY OF DUBUQUE, IOWA, AND THE IOWA ECONOMIC DEVELOPMENT AUTHORITY FOR A COMMUNITY CATALYST BUILDING REMEDIATION GRANT FOR THE REHABILITATION OF 1701 CENTRAL AVENUE IN THE CITY OF DUBUQUE, IOWA**

Whereas, Adam Vogel Building, LLC, owner of 1701 Central Avenue in the City of Dubuque, Iowa, has proposed making a One Million Dollar ($1,000,000.00) investment for the rehabilitation of the building on the property (the Project); and

Whereas, financial assistance from the Iowa Economic Development Authority is designed to assist communities with the development or rehabilitation of buildings to stimulate economic growth or reinvestment in the community; and

Whereas, the Iowa Economic Development Authority has requested the execution of Contract 25-CTBF-06 in order to finalize the Community Catalyst Building Remediation Grant and document associated terms for the proposed Project; and

Whereas, the City Council of the City of Dubuque, Iowa finds that authorizing Contract 25-CTBF-06 by and between the City of Dubuque, Iowa and the Iowa Economic Development Authority, a copy of which is attached hereto, is in the best interest of the City of Dubuque.

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

Section 1. That Contract 25-CTBF-06 by and between the City of Dubuque Iowa, and the Iowa Economic Development Authority is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute and the City Manager is hereby directed to submit Contract 25-CTBF-06 the Iowa Economic Development Authority together with such other documents as may be required.

Passed, approved, and adopted this 18th day of August 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

8. Dubuque Selected to Join Economic Mobility and Opportunity Special Assistant Program: Motion by Roussell to receive and file the documents and approve participating in the International City/County Management Association (ICMA) Economic Mobility and Opportunity Special Assistant Program. Seconded by Wethal. Director of the Office of Economic Mobility and Neighborhood Support Anderson Sainci stated that extensive community outreach will be conducted and the department will engage community members in their own settings. He also confirmed that the newly hired Economic Mobility Special Assistant will enter into a contract with ICMA. Motion carried 7-0.

9. Civil Service List and Procedure Change for Police and Fire: Motion by Jones to receive and file the documents and approve the change to forego the Civil Service Approval process under Iowa Code §400.12A and authorize the creation of a police officer hiring eligibility list of up to 40 police officer candidates and a firefighter eligibility list of up to 40 firefighter candidates which is outside

the Civil Service Commission approval. Seconded by Farber. City Council Members expressed support for the change and emphasized their desire to expedite the hiring process. Responding to a question, Police Chief Jeremy Jensen stated that recent changes to Iowa's Civil Service Law permitted this change. Brumwell stated that the City includes civil service on its legislative priorities. Jensen and Fire Chief Amy Scheller confirmed there are no additional changes the City can make within its control to the civil service hiring process that would expedite hiring. Motion carried 7-0.

10. Proceedings to Complete Action for the Issuance of $1,941,000 Taxable Water Revenue Bonds, Series 2025 (State Revolving Loan Fund Program) Private Lead Service Line Replacement Pilot Program – Phase I: Motion by Sprank to receive and file the documents and adopt Resolution No. 278-25 Series Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance of $1,941,000 Taxable Water Revenue Bonds, Series 2025 and other documents related to the Series 2025 Bonds, and amending certain provisions. Seconded by Wethal. City Council Members expressed support for the project. Van Milligen stated that the City maintains an inventory of all lead service lines and residents may contact the Water Department to verify eligibility for replacement. He noted that 49% of the federally funded loan will be forgiven, with the remainder repaid by 2045 from water enterprise funds. Motion carried 7-0.

**RESOLUTION NO. 278-25**
**SERIES RESOLUTION AUTHORIZING AND APPROVING A LOAN AND DISBURSEMENT AGREEMENT AND PROVIDING FOR THE ISSUANCE OF $1,941,000 TAXABLE WATER REVENUE BONDS, SERIES 2025 AND OTHER DOCUMENTS RELATED TO THE SERIES 2025 BONDS, AND AMENDING CERTAIN PROVISIONS**

Whereas, the City of Dubuque (the "City" and sometimes hereinafter referred to as the "Issuer"), in Dubuque County, State of Iowa, did heretofore establish a Municipal Waterworks Utility System (the "System") in and for the City which has continuously supplied water service in and to the City and its inhabitants since its establishment; and

Whereas, the management and control of the System are vested in the City Council (the "Council") and no board of trustees exists for this purpose; and

Whereas, pursuant to prior resolutions of the Council, the City has heretofore issued Water Revenue bonds or notes as set forth in prior proceedings of the Council, and a portion of such prior Water Revenue debt remains outstanding (the "Outstanding Indebtedness"); and

Whereas, pursuant to the resolutions relating to and authorizing the Outstanding Indebtedness (the "Outstanding Bond Resolutions") the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Indebtedness under the terms and conditions set forth in the Outstanding Bond Resolutions; and

Whereas, the City heretofore proposed to contract indebtedness and enter into a certain Water Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed $2,000,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing, and constructing improvements and extensions to the System (the "Project"), and has published notice of the proposed action and has held a hearing thereon on June 2, 2025; and

Whereas, the City proposes to issue Taxable Water Revenue Bonds, Series 2025 (the "Series 2025 Bonds") to the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa, as lender (the "Lender"), in order to pay the costs of the Project; and

Whereas, the City is authorized and empowered by Chapter 384 of the Code of Iowa (the "Act") to borrow money for the System, and the City Council has adopted a master resolution (the "Master Resolution") on October 20, 2008, authorizing the issuance from time to time of Senior Bonds, including Senior SRF Bonds (each as defined in the Master Resolution); and

Whereas, Section 8.3 of the Master Resolution authorizes the Council to adopt a Series Resolution (as defined in the Master Resolution) to provide for the issuance of Senior Bonds, and this Series Resolution constitutes a Series Resolution under the Master Resolution; and

Whereas, for the purposes of this issuance, the Series 2025 Bonds shall be deemed to be Senior SRF Bonds; and

Whereas, the obligations of the Issuer under the Series 2025 Bonds and the Agreement shall be payable solely and only from the Net Revenues of the System and certain funds and accounts created and pledged under this Series Resolution and the Master Resolution; and

Whereas, it is necessary at this time for the City Council to approve the Agreement with the Lender and to issue the Series 2025 Bonds in evidence thereof in the principal amount of $1,941,000; and

Whereas, upon completion of the Project, a portion of the principal amount borrowed under the Agreement will be forgiven by the Lender;

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

Section 1. Definitions. Terms used herein and not defined herein shall have the meaning given to them in this Series Resolution and the Master Resolution unless the text expressly or by necessary implication requires otherwise:

"Agreement" means the Loan and Disbursement Agreement between the Issuer and the Lender related to the Series 2025 Bonds.

"Bonds" or "Series 2025 Bonds" means the $1,941,000 Taxable Water Revenue Bonds, Series 2025, in one or more series.

"Closing Date" shall mean the date of delivery of the Series 2025 Bonds, with any final changes to such date as set forth in the Agreement.

"Loan" shall mean the loan made pursuant to the Agreement and evidenced by the Series 2025 Bonds.

"Outstanding IFA Notes" shall mean the Issuer's outstanding Water Revenue Capital Loan Note, Series 2007, dated October 18, 2007; Water Revenue Capital Loan Note, Series 2010C, dated February 12, 2010; Water Revenue Capital Loan Note, Series 2017, dated July 7, 2017; and Water Revenue Capital Loan Note, Series 2019, dated August 9, 2019, all of which are held by the Iowa Finance Authority, as lender.

"Outstanding IFA Note Resolutions" shall mean the resolutions authorizing the issuance of the Outstanding IFA Notes, which shall be recognized as Series Resolutions.

"Paying Agent" shall mean the City Treasurer, or such successor as may be approved by the Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Series 2025 Bonds. Unless otherwise specified, the Registrar shall also act as the Paying Agent for the Series 2025 Bonds.

"Senior Bond Issuance Documents" means a Supplemental Resolution, Obligation Issuance Documents, indenture or other document, as the case may be, authorizing and issuing a series of Senior Bonds, including Senior SRF Bonds.

"Series 2007 Note" shall mean the Issuer's outstanding Water Revenue Capital Loan Note, Series 2007, dated October 18, 2007.

"Series 2007 Note Resolution" shall mean the resolution authorizing the issuance of the Series 2007 Note.

"Series 2021C Bonds" shall mean the Issuer's outstanding Water Revenue Refunding Bonds, Series 2021C, dated August 19, 2021.

"Series 2021C Bond Resolution" shall mean the resolution authorizing the issuance of the Series 2021C Bonds, which shall be recognized as a Series Resolution.

"Series 2025 Sinking Fund" means the fund by that name created pursuant to Section 14 hereof.

"Series Resolution" or "Resolution" means this resolution.

Section 2. Loan Authorization; Authorization for Execution and Delivery of Documents. Following the adoption of this Series Resolution and pursuant to Chapter 384 of the Code of Iowa, the City Council is hereby authorized to execute and deliver the Agreement with the Lender in the form which has been placed on file with the Council providing for a Loan in the aggregate principal amount of $1,941,000 for the purpose or purposes set forth in the preamble hereof. The Mayor and City Clerk are hereby authorized to execute and deliver the Agreement on behalf of the Issuer in the form presented to the Council, with final terms as determined by the Council and the Lender.

The Mayor, City Clerk and City Treasurer are each authorized to execute and deliver the Series 2025 Bonds, any and all agreements, documents and instruments required related to the issuance of the Series 2025 Bonds and to carry out the purposes set forth in this Series Resolution, including but not limited to any tax certificates, closing certificates and purchase agreements.

Section 3. Appointment of Registrar/Paying Agent. The City Treasurer is hereby designated as the Registrar and Paying Agent for the Series 2025 Bonds and may be hereinafter referred to as the "Registrar" or the "Paying Agent" in such capacities.

Section 4. Source of Payment of the Series 2025 Bonds. The Series 2025 Bonds, when issued, will be Senior SRF Bonds under the Master Resolution and shall be payable solely from the Net Revenues of the System, and certain funds and accounts created and pledged under this Series Resolution and the Master Resolution.

Section 5. Series 2025 Bonds Details; Form of Series 2025 Bonds. The Series 2025 Bonds are hereby authorized to be issued in evidence of the obligation of the Issuer under the Agreement, in the aggregate principal amount of $1,941,000, to be dated the Closing Date. The Series 2025 Bonds shall not bear interest.

The Series 2025 Bonds may be in the denominations of $1,000 each or any integral multiple thereof and, at the request of the Lender, shall be initially issued as a single bond in the denomination of $1,941,000 and numbered R-1.

The Series 2025 Bonds are subject to optional redemption by the Issuer at a price of par (i) on any date with the prior written consent of the Lender, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Series 2025 Bonds by the Issuer may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity upon not less than thirty (30) days' notice of redemption by facsimile, e-mail, certified or registered mail to the Lender (or any other registered owner of the Series 2025 Bonds). The Series 2025 Bonds are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

The Bonds shall be fully registered as to principal in the names of the owners on the registration books of the City kept by the Registrar. Each Bond shall be transferable without cost to the registered owner thereof only upon the registration books of the City upon presentation to the Registrar, together with either a written instrument of transfer satisfactory to the Registrar or the assignment form thereon completed and duly executed by the registered owner or the duly authorized attorney for such registered owner.

The Series 2025 Bonds shall be executed on behalf of the Issuer with the official manual or facsimile signature of the Mayor and attested by the official manual or facsimile signature of the City Clerk, and shall be fully registered bonds without interest coupons. The issuance of the Series 2025 Bonds shall be recorded in the office of the City Treasurer, and the certificate on the back of each Series 2025 Bond shall be executed with the official manual or facsimile signature of the City Treasurer. In case any officer whose signature or the facsimile of whose signature appears on the Series 2025 Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

If applicable pursuant to the Agreement, in addition to the payment of principal of the Series 2025 Bonds, the Issuer also agrees to pay the Initiation Fee and the Servicing Fee (defined in the Agreement) in accordance with the terms of the Agreement.

The Series 2025 Bonds shall be in substantially the form [provided] as Exhibit A hereto.

Section 6. Registration of Series 2025 Bonds; Designation of Registrar; Transfer; Ownership; Delivery; and Cancellation. The provisions of Section 2.4 of the Master Resolution, which contains covenants relating to the registration, transfer, delivery, and cancellation of Bonds, are hereby ratified and confirmed with respect to the Series 2025 Bonds.

Section 7. Reissuance of Mutilated, Destroyed, Stolen or Lost Bond. The provisions of Section 2.5 of the Master Resolution, contains covenants relating to the reissuance of mutilated, destroyed, stolen, or lost Bonds, are hereby ratified and confirmed with respect to the Series 2025 Bonds.

Section 8. Application of Loan Proceeds. The loan proceeds to be received under the Agreement (the "Loan Proceeds") shall be held by the Lender and disbursed for costs of the Project, as referred to in the preamble hereof. The Issuer shall keep a detailed and segregated accounting of the expenditure of, and investment earnings on, the Loan Proceeds to ensure compliance with the requirements of the Code (as defined in the Master Resolution).

Section 9. Ratification of Master Resolution. All provisions of the Master Resolution are hereby ratified and confirmed, and are incorporated herein and certain provisions thereof are modified as applicable to the Series 2025 Bonds as provided herein. The Issuer hereby covenants that the requirements of Article 8 of the Master Resolution have been satisfied.

Section 10. Rates and Charges; Independent Consultant. There have heretofore been established as required by law, just and equitable fees, rates and charges for the use of the services rendered by the System. As provided in Section 7.1 of the Master Resolution, so long as the Series 2025 Bonds are outstanding and unpaid, the Net Revenues of the System shall be sufficient in each Fiscal Year to (i) provide for 100% of the Maintenance Expenses of the System, (ii) equal at least 125% of the Debt Service Requirement, (iii) enable the Issuer to make all required payments, if any, into the Debt Service Reserve Fund, the Subordinate Bond Fund (if any), and the Rebate Fund, (iv) enable the Issuer to accumulate an amount which, in the judgement of the Council, is adequate to meet the costs of major renewals, replacements, repairs, additions, betterments, and improvements to the System, necessary to keep the same in good operating condition or as required by any governmental agency having jurisdiction over the System, and (v) remedy all deficiencies in required payments into any of the funds and accounts established under the Master Resolution or any Series Resolution.

From and after the date on which the Series 2021C Bonds have been paid in-full (or the payment thereof provided for) and are no longer outstanding, the coverage percentage in the preceding sentence with respect to the Series 2025 Bonds shall be reduced from 125% to 110%.

Section 11. Equality of Lien on Net Revenues. As provided in the Master Resolution, the timely payment of principal of the outstanding Series 2025 Bonds shall be secured equally and ratably with other Senior Bonds by the Net Revenues of the System without priority by reason of number or time of sale or delivery.

Section 12. Establishment of Funds; Series 2025 Bond Sinking Fund; Debt Service Reserve Fund. The provisions of Article 6 of the Master Resolution, which provide for the establishment of the Revenue Fund, the Operation and Maintenance Fund, the Bond Principal and Interest Fund (the "Sinking Fund"), the Debt Service Reserve Fund, the Subordinate Bond Fund, the Surplus Fund, and the Rebate Fund, are hereby ratified and confirmed.

Series 2025 Bond Sinking Fund. From and after the issuance of the Series 2025 Bonds and as long as the Series 2025 Bonds are outstanding, the Issuer shall establish and maintain a separate fund to be known as the Series 2025 Bond Sinking Fund. The Issuer shall transfer amounts on deposit in the Revenue Fund into the Series 2025 Bond Sinking Fund for the payment principal of the Series 2025 Bonds, on the 1st day of each month commencing on the 1st day of the month immediately succeeding the date of issuance and delivery of any of the Series 2025 Bonds in equal monthly amounts which, together with other monthly amounts made pursuant hereto, will be sufficient to pay principal of the Series 2025 Bonds due on the next succeeding date which principal of such Series 2025 Bonds are due and payable. If for any reason the amount on deposit in the Series 2025 Bond Sinking Fund exceeds the required amount, the excess shall be forthwith withdrawn therefrom by the Issuer and deposited into the Revenue Fund. If for any reason the amount on deposit in the Series 2025 Bond Sinking Fund is less than the required amount, the deficit shall forthwith be made up by the Issuer from available funds on deposit in the Revenue Fund as provided in Section 6.5 of the Master Resolution.

Money in the Series 2025 Bond Sinking Fund shall be used solely for the purpose of paying principal of the Series 2025 Bonds as the same may become due and payable.

Debt Service Reserve Fund. The provisions of Section 6.6 of the Master Resolution with respect to the Debt Service Reserve Fund are hereby recognized. The Series 2025 Bonds shall be issued as Senior SRF Bonds, and the Issuer shall not be required to make any payments into the Debt Service Reserve Fund under the provisions of this Resolution. The Series 2025 Bonds shall not be secured by or payable from amounts held in the Debt Service Reserve Fund, and the holders of the Series 2025 Bonds shall have no rights against the Debt Service Reserve Fund so long as any Senior Bonds secured by the Debt Service Reserve Fund remain outstanding.

Section 13. Investment of Funds. Section 6.11 of the Master Resolution contains covenants relating to the investment of funds.

All income derived from such investments shall be credited to the fund from which such investments were made. Such investments shall at any time necessary be liquidated and the proceeds thereof applied to the purpose for which the respective fund was created.

Section 14. Amendment to Section 7.1(b)(a) of the Master Resolution: Rate Covenant. From and after the date on which the Series 2021C Bonds have been paid in-full (or the payment thereof provided for) and are no longer outstanding, to the extent that (i) the Iowa Finance Authority (the "Authority") is then the sole owner and holder of all of the then outstanding Series 2025 Bonds and Outstanding IFA Notes; and (ii) such amendment would not be inconsistent with the covenants associated with any Additional Senior Bonds then outstanding, Section 7.1(b)(a) of the Master Resolution shall be permanently amended, with the written consent of the Authority to read as follows:

(a) will equal at least 110% of the Debt Service Requirement on all Senior Bonds then Outstanding for the year of computation;

Section 15. Amendment to Section 8.3 of the Master Resolution; Amendment to Section 21 of the Series 2007 Note Resolution: Restrictions on the Incurrence of Senior Bonds. From and after the date on which the Series 2021C Bonds have been paid in-full (or the payment thereof provided for) and are no longer outstanding, to the extent that (i) the Authority is then the sole owner and holder of all of the then outstanding Series 2025 Bonds and Outstanding IFA Notes; and (ii) such amendment would not be inconsistent with the covenants associated with any Additional Senior Bonds then outstanding, Section 8.3 of the Master Resolution and Section 21 of the Series 2007 Note Resolution are hereby permanently amended, with the consent of the Authority, to read as follows:

Bonds (including refunding Bonds which do not meet the requirements of Section 8.2) may also be issued on a parity with the Senior Bonds pursuant to a Series Resolution, and the Bonds so issued shall constitute Senior Bonds. Any Senior Bonds shall not be entitled to priority or preference one over the other in the application of the Net Revenues of the System, regardless of the time or times of the issuance of such Senior Bonds, it being the intention of the Issuer that there shall be no

priority among the Senior Bonds, regardless of the fact that they may have been actually issued and delivered at different times. The Issuer hereby reserves the right and privilege of issuing Senior Bonds without restriction.

Section 16. Covenants Regarding Operation of the System. Section 7.2 of the Master Resolution contains covenants relating to operation of the System.

Section 17. Events of Default; Remedies The provisions of Article 10 of the Master Resolution, which contain covenants relating to events of default and remedies, are hereby ratified and confirmed with respect to the Series 2025 Bonds.

Section 18. Additional Covenants, Representations and Warranties of the Issuer; Disposition of Proceeds. The Issuer certifies and covenants that the Issuer through its officers, will (a) make such further specific covenants, representations and assurances as may be necessary or advisable; (b) file such forms, statements and supporting documents as may be required and in a timely manner; and (c) if deemed necessary or advisable by its officers, employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance. Any and all of the officers of the Issuer and the System are hereby authorized and directed to take any and all actions as may be necessary to comply with the covenants herein contained.

Section 19. Discharge and Satisfaction of Series 2025 Bonds. The provisions of Section 9.1 of the Master Resolution, which contains covenants relating to the discharge and satisfaction of Bonds, are hereby ratified and confirmed with respect to the Series 2025 Bonds.

Section 20. Resolution a Contract. The provisions of this Series Resolution shall constitute a contract among the Issuer and the owners of the Series 2025 Bonds, and after the issuance of the Series 2025 Bonds, no change, variation or alteration of any kind in the provisions of this Series Resolution shall be made in any manner, except as provided in Section 21 or Section 22 hereof, until such time as the Series 2025 Bonds shall have been satisfied and discharged as provided in this Series Resolution.

Section 21. Modification of Resolution Not Requiring the Consent of Owners of Series 2025 Bonds. The provisions of Section 11.1 of the Master Resolution, which contains covenants relating to amendment of the Resolution without consent of the holders of the Series 2025 Bonds, are hereby ratified and confirmed with respect to the Series 2025 Bonds.

Section 22. Modification of Series Resolution Requiring Consent of Owners of Series 2025 Bonds. The provisions of Section 11.2 of the Master Resolution, which contains covenants relating to amendment of the Resolution with the consent of the holders of the Series 2025 Bonds, are hereby ratified and confirmed with respect to the Series 2025 Bonds.

Section 23. Loan Forgiveness. As set forth in the Agreement, upon completion of the Project and receipt by the Lender of a certificate of completion from the City, a portion of the Loan shall be forgiven by the Lender.

Section 24. Conflicting Provisions. All resolutions and orders or parts thereof in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 25. Effective Date. This Series Resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Section 26. Severability. If any section, paragraph, or provision of this Series Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

Adopted and approved this August 18, 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

11. Iowa Department of Natural Resources Proposed Administrative Consent Order: Motion by Jones to receive and file the documents and approve the proposed Administrative Consent Order received from the Iowa Department of Natural Resources (IDNR) that pertains to effluent permit violations between January 1, 2020, and December 31, 2024, at the Water & Resource Recovery Center (WRRC). Seconded by Wethal. WRRC Director Deron Muehring made a presentation. He explained that a 2022 Environmental Protection Agency (EPA) inspection raised concerns about staffing levels, which led to the addition of two positions. He clarified that the violations themselves did not cause increased odors, but the incidents leading to the violations resulted in higher-than-normal odor levels. He confirmed that his department can provide updates on the status of the digester cleanings. City Council Members thanked Muehring and his team for their work and communication regarding the violations. Council Members also noted that it is uncommon for a city to have zero permit violations over a five-year period and that some incidents were caused by outside parties. Motion carried 7-0.

12. Old Mill Road Lift Station Project Update Video: Motion by Resnick to receive and file the documents and view the video. Seconded by Farber. A brief video produced by the Communications Office following a recent City Council work session and major concrete pour at the Old Mill Road Sanitary Sewer Lift

Station Project was shown. It can also be viewed on the City of Dubuque YouTube channel at https://youtu.be/p0BzFZZELQU. Motion carried 7-0.

## COUNCIL MEMBER REPORTS

Jones reported on National Night Out, the congressional staff visit, Viking's webinar on Mississippi River cruises, Dubuque Metropolitan Area Solid Waste Agency's (DMASWA) upcoming award from the Iowa Association of Solid Waste for their battery recycling program, viewing the status of the customer convenience center at the DMASWA, and Carnegie Stout Public Library's upcoming event where former Iowa State Trooper Bob Hurley will discuss a memoir he wrote about his experience in law enforcement.

Resnick reported on the Sisters of the Presentation of the Blessed Virgin Mary's 150th anniversary.

Farber reported on attending Federal Communications Commission (FCC) and National League of Cities (NLC) technology committee meetings.

Sprank also reported on National Night Out and the congressional staff visit, in addition to a Dubuque Trees Forever event at Eagle Point Park, Taste of Dubuque, Crescent Community Health Center's opening for their new addition, and volunteering at the Dubuque Farmer's Market and the Labor Harvest.

Roussell also reported on the Dubuque Trees Forever event, along with the new Bread of Life Presbyterian Church and participating in Dubuque Main Street's accreditation review.

Wethal reported on attending the Friends of Mines of Spain board meeting.

Cavanagh also reported on National Night Out and the congressional staff visit, along with the English Ridge Park ribbon cutting, Envision 2030, the United Way Campaign Kick Off Breakfast, and Centrally Rooted's fundraising concert.

## CLOSED SESSION

Motion by Jones to convene in closed session at 9:32 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorneys who will consult with City Council on the issues to be discussed in the closed session are City Attorney Brumwell and Senior Counsel Barry Lindahl. Motion carried 7-0.

The City Council reconvened in open session at 10:45 p.m. stating that staff had been given proper direction.

## ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 10:45 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA
# CITY COUNCIL PROCEEDINGS
# SPECIAL SESSION
# OFFICIAL

The Dubuque City Council met in special session at 6:30 p.m. on August 27, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of considering an irrevocable license and conducting a work session on the Unified Development Code update.

**ACTION ITEM**

1. Irrevocable License - UD Medical School at 500 Main Street: Motion by Jones to receive and file the documents and approve an irrevocable license for the University of Dubuque at 500 Main Street to encroach in the public right of way as described in the irrevocable license. Seconded by Wethal. In response to a question, Van Milligen confirmed that the Engineering Department considers potential traffic impacts when reviewing licenses. Planning Services Director Wally Wernimont noted that this went through the site plan review process, where visibility was considered. He indicated that City staff have no concerns with minor encroachments and added that the wide sidewalk will help minimize any impact on pedestrians. Motion carried 7-0.

**WORK SESSION**

Unified Development Code Update

Wernimont and Arista Strungys with Camiros presented the findings of the Unified Development Code (UDC) Technical Review conducted by Camiros. Wernimont and Strungys addressed a range of City Council questions on topics including urban farms, condos, lighting standards, electric vehicle (EV) spaces, minimum lot sizes, traffic studies, and parking requirements. When asked about next steps, Wernimont and Strungys explained that City staff will draft an ordinance using input from the public session, this work session, and other feedback. A full UDC draft will then be released for additional input at public open houses, followed by a public hearing with the Zoning Advisory Commission (ZAC) and final approval through the City Council public hearing process. Wernimont added that the entire UDC will be published in the newspaper ahead of the hearing. Strungys and Wernimont clarified that any zoning map changes must be reviewed by the ZAC and approved by the City Council. Wernimont concluded by emphasizing that staff are still accepting public input on the UDC update and encouraged anyone with comments to contact the Planning Services Department.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:08 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS REGULAR SESSION OFFICIAL

The Dubuque City Council met in regular session at 6:30 p.m. on September 2, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

## PLEDGE OF ALLEGIANCE

Breitfelder announced that Barry Lindahl's Savvy Over 60 Award Recognition was removed from the meeting and will be rescheduled for the next regular city council meeting.

## PROCLAMATIONS

1. Nathaniel and Charlotte Morgan Peace Week (September 1 - 6, 2025) was accepted by Ernestine Moss on behalf of the Nathaniel Morgan Memorial Committee.

2. Days of Peace and Nonviolence (September 6 - 28, 2025) was accepted by R.R.S. Stewart on behalf of the Dubuque International Day of Peace Coordinating Committee.

3. Crop Hunger Walk Day in Dubuque (September 27, 2025) was accepted by Sara McCaw on behalf of Dubuque Area Congregations United.

## CONSENT ITEMS

Cavanagh requested Item No. 13 be held for separate discussion. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated, except No. 13. Seconded by Farber. Motion carried 7-0.

1. Minutes and Reports Submitted: City Council Proceedings for August 18, 2025; Historic Preservation Commission of July 17, 2025; Human Rights Commission of July 8, 2025; Library Board of Trustees Minutes of June 23, 2025; Library Board of Trustees Update of July 24, 2025; Long Range Planning Advisory Commission of May 21, 2025; Park and Recreation Advisory Commission of July 8, 2025. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Lubenow Express, LLC for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Lubenow Express, LLC for vehicle damage; Major Joseph Jenkins for property damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 279-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 279-25**
**AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

Whereas, Section 1-7-7(E) of the Municipal Code of the City of Dubuque provides that the Finance Director-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 142-18 adopted May 7, 2018, 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.

Passed, approved, and adopted this 2nd day of September 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Intent to Apply for Local Housing Trust Funds through Iowa Finance Authority for 2026: Upon motion the documents were received and filed, and Resolution No. 280-25 Authorizing Submittal of the Application for Local Housing Trust Funds to the Iowa Finance Authority was adopted.

**RESOLUTION NO. 280-25**
**AUTHORIZING SUBMITTAL OF THE APPLICATION FOR LOCAL HOUSING TRUST FUNDS TO THE IOWA FINANCE AUTHORITY**

Whereas, the City of Dubuque administers a Local Housing Trust Fund; and

Whereas, the City of Dubuque proposes to continue administering the Local Housing Trust Fund, to apply for funds from the Iowa Finance Authority for Local Housing Trust Fund for their Fiscal Year 2026; and

Whereas, the Local Housing Trust Fund Advisory Committee will hold a public hearing for the application on September 10, 2025, and such application is pending approval by the Committee for submittal.

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

Section 1. That the Local Housing Trust Fund Advisory Committee Chair and the City Attorney are hereby authorized to submit the application for Local Housing Trust Funds to the Iowa Finance Authority.

Passed, approved and adopted this 2nd day of September 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

6. Grand River Center Floor Slab Lifting & Leveling Project - Acceptance of Public Improvement Construction Contract: Upon motion the documents were received and filed, and Resolution No. 281-25 Accepting the Grand River Center Floor Slab Lifting & Leveling Project was adopted.

**RESOLUTION NO. 281-25**
**ACCEPTING THE GRAND RIVER CENTER FLOOR SLAB LIFTING & LEVELING PROJECT**

Whereas, the public improvement contract for the Grand River Center Floor Slab Lifting & Leveling Project (the Project) has been completed by the Contractor, Keller North America, Inc. of Commerce City, CO, (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 $73,286.20; and

Whereas, the Contractor has previously been paid $69,621.89, leaving a balance of $3,664.31; 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 Finance Director is hereby directed to pay to the Contractor the balance of the retainage of $1,496.26 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved and adopted this 2nd day of September 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

7. September/October 2025 City News Newsletter: City Manager provided a copy of the September/October 2025 issue of the City News newsletter, which will be mailed with City utility bills from August 13 through September 10. This issue and archived issues are available at www.cityofdubuque.org/citynews. Upon motion the documents were received and filed.

8. Contract amendment for home advocacy and nursing services for HUD Lead and Healthy Homes grant: City Manager recommended approval of the amendment and extension of the subcontract with Dubuque Visiting Nurses Association for services related to the HUD Lead and Healthy Homes grant for the period of performance now extended through November 30, 2025. Upon motion the documents were received, filed, and approved.

9. Problem Property Assessment: Upon motion the documents were received and filed, and Resolution No. 282-25 Authorizing the City to Collect Delinquent Problem Property Charges in Accordance with 14-1J1 International Property Maintenance Code Section 109.5 and/or Section 112.5 Code of Ordinances of the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 282-25**
**AUTHORIZING THE CITY TO COLLECT DELINQUENT PROBLEM PROPERTY CHARGES IN ACCORDANCE WITH 14-1J1 INTERNATIONAL PROPERTY MAINTENANCE CODE SECTION 109.5 AND/OR SECTION 112.5 CODE OF ORDINANCES OF THE CITY OF DUBUQUE, IOWA**

Whereas, residential properties in the City of Dubuque are considered hazardous or unsanitary premises if problem properties are allowed to deteriorate according to 14-1J1; and

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

Whereas, delinquent problem property charges shall be certified by the City Clerk to the Dubuque County Treasurer for collection with, and in the same manner as general property taxes.

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

Section 1. That the persons listed on the attached Problem Property Assessment Schedule are delinquent in the payment of problem property charges.

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

Passed, approved and adopted this 2nd day of September 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**Schedule of Assessments**

Problem Property Charges, Location; Owner; Parcel #; Amount; Category

892 Edison; Lot 50 & Lot 2-51 A Stines Sub; Keuter, Tiffany S 892 Edison St Dubuque IA 52001;1013435006; $ 630.00; Fence Installation After Fire

10. Grass, Weed and Garbage Assessments: Upon motion the documents were received and filed, and Resolution No. 283-25 Authorizing the City to Collect Delinquent Grass and Weed Cutting and Garbage Collection Charges in Accordance with Title 6-4-3A And Title 6-8-2 of the Code of Ordinances of the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 283-25**
**AUTHORIZING THE CITY TO COLLECT DELINQUENT GRASS AND WEED CUTTING AND GARBAGE COLLECTION CHARGES IN ACCORDANCE WITH TITLE 6-4- 3A and TITLE 6-8-2 OF THE CODE OF ORDINANCES OF THE CITY OF DUBUQUE, IOWA**

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

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

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

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

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

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

Passed, approved and adopted this 2nd day of September 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**Schedule of Assessments**,
Delinquent Grass and Weed Cutting and Garbage Collection, Location; Owner; Parcel #; Amount; Category

574 Chestnut; Lot 4 M A McDaniels Sub; Taking Care of Business LLC 9120 Long Tail Ln Dubuque IA 52003; 1024381006; $277.00; garbage

2135 Jackson; Lot 1-S 36.6'-E 1/2-Lot 37 L H Langworthy's Add; Mid America Property Management LLC PO Box 1572 Dubuque IA 52004; 1024208017; $128.00; garbage

1276 Jackson; N 1/2 Lot 58 East Dubuque Add; Mullady, Betty Ann A/K/A Elizabeth A 1276 Jackson St Dubuque IA 52001; 1024435005; $141.00; garbage

1613 Washington; Lot 1-N 33'3" of Lot 82 East Dubuque Add; Mid America Property Management LLC PO Box 1572 Dubuque IA 52004; 1024268019; $309.00; garbage

515 Arlington; W 51'6" of Lot 7 of Sub Lot 809 A McDaniels Sub; MCT Investments LLC 8505 Southern Hills CT Dubuque IA 52003; 1024340015; $141.00; garbage

35 W 15TH ST; E 22'-S 88.4'-E 1/2-S 2/5 of City Lot 454; Mansa Property Group LLC 917 North Harvey Ave Oak Park IL 60302; 1024403009; $227.00; garbage

1360 Dell; Lot 2-810 A McDaniels Sub; Paul, Jacob R 1005 Bluff St Dubuque IA 52001; 1024340003; $130.00; grass/weeds

2073 Jackson; Lot 3 & Lot 2-2 of E 1/2-Lots 42 & 43 L H Langworthy's Add; Stollfuss, Allison M 2073 Jackson St Dubuque IA 52001; 1024213010; $165.00; grass/weeds

2611 Pinard; Lot 285 Glendale Add #3; Vesmac Holdings LLC 7941 Katy Fwy, Suite 160 Houston TX 77024; 1013331008; $130.00; grass/weeds

1225 N Booth; Lot 2-1 Trenks Booth St Pl; Fries, Thomas A 1225 N Booth St Dubuque IA 52001; 1023483017; $165.00; grass/weeds

984 Rush; Lot 176 Union Add; Delapp, Austin 984 Rush St Dubuque IA 52003; 1025384011; $165.00; grass/weeds

690 W Locust; Lot 1-3, 1-2 & 1-1 Connolly's Sub & Lot 1 of PT of City Lot 711; Ramham Enterprises LLC 1180 Shawford Way Elgin IL 60120; 1024158017; $235.00; grass/weeds

2196 White; Faha Place & W 1/2-Lot 35 & N 1/2-W 1/2-Lot 36 L H Langworthy's Add; Leo Dubuque LLC1500 1st Ave NE Cedar Rapids IA 52402; 1024208001; $305.00; grass/weeds

7661 N Westbrook; Lot 7 Westbrook Sub No 2; James, Jody C & Andrea Jo 7661 N Westbrook Dr Dubuque IA 52002; 1030151019; $165.00; grass/weeds

316 Kaufmann; Lot 2 Sieges Sub; Mav Investments LLC 5461 Meadow Ct Dubuque IA 52002; 1024131007; $165.00; grass/weeds

900 1/2 Merz; Lot 2-26 A Stines Sub; Lynch, Cecelia A 900 1/2 Merz St Dubuque IA 52001; 1013434010; $95.00; grass/weeds

2574 Jackson; S 25' of Lot 17 E Langworthys Add; Mcdermott, Beverly J 2574 Jackson St Dubuque IA 52001; 1013335002; $165.00; grass/weeds

984 Rush; Lot 176 Union Add; Delapp, Austin 984 Rush St Dubuque IA 52003; 1025384011; $165.00; grass/weeds

2635 Washington; N 1/3 of Lot 239 & S 20'10" of Lot 240 Glendale Add #3; Hedley, Ryan M 2635 Washington St Dubuque IA 52001; 1013330030; $165.00; grass/weeds

1906 Ellis; N 1/2 of Lot 44 Coxs Add; Jasro LLC 1560 Langenbery Ave Iowa City IA 52240; 1024180012; $165.00; grass/weeds

900 1/2 Merz; Lot 2-26 A Stines Sub; Lynch, Cecelia A 900 1/2 Merz St Dubuque IA 52001; 1013434010; $95.00; grass/weeds

717 Lincoln Ave; Lot 69 Cooks Add; Tax Partnership 33 2920 Harrison St Davenport IA 52803; 1013483015; $165.00; grass/weeds

2611 Central Ave; Lot 1-1-244 Davis Farm Add; Meizler, Kimberly R 22826 Glenmoor Heights Farmington Hills MI 48336; 1013314017; $165.00; grass/weeds

2595 White; Lot 2-1-238 Davis Farm Add; Vaske, Donna M 2595 White St Dubuque IA 52001; 1013376005; $165.00; grass/weeds

2196 White; Faha Place & W 1/2-Lot 35 & N 1/2-W 1/2-Lot 36 L H Langworthy's Add; Leo Dubuque LLC 1500 1st Ave NE Cedar Rapids IA 52402; 1024208001; $165.00; grass/weeds

1875 St Joseph; Bal-E 50'-E 100'-W 250'-Lot 8 & E 50'-W 100'-E 240'-Lot 9 Sisters Add; Bissell, Ann E 1875 Saint Joseph St Dubuque IA 52003-7143; 1026405017; $165.00; grass/weeds

2196 White; Faha Place & W 1/2-Lot 35 & N 1/2-W 1/2-Lot 36 L H Langworthy's Add; Leo Dubuque LLC1500 1st Ave NE Cedar Rapids IA 52402; 1024208001; $130.00; grass/weeds

1225 N Booth; Lot 2-1 Trenks Booth St Pl; Fries, Thomas A 1225 N Booth St Dubuque IA 52001; 1023483017; $95.00; grass/weeds

90 Nevada St; S 50' of Lot 10 Murphys Sub; Eulberg, Sally J 90 Nevada St Dubuque IA 52001; 1026428001; $95.00; grass/weeds

2611 Pinard; Lot 285 Glendale Add #3; Vesmac Holdings LLC 7941 Katy Fwy, Suite 160 Houston TX 77024; 1013331008; $95.00; grass/weeds

7661 N Westbrook; Lot 7 Westbrook Sub No 2; James, Jody C & Andrea Jo 7661 N Westbrook Dr Dubuque IA 52002; 1030151019; $95.00; grass/weeds

11. Improvement Contracts / Performance, Payment, and Maintenance Bonds: Dubuque Barge and Fleeting Service Company D/B/A Newt Marine Service for the 2025 Maintenance Dredging Project. Upon motion the documents were received, filed, and approved.

12. Water System Improvements 2024 North English Road Water Main Extension Project – Receipt and Consideration of Bids: City Manager shared information on the bids for the Water System Improvements – 2024 North English Road Water Main Extension project. Upon motion the documents were received and file and adjourned further action to October 6, 2025.

13. Workforce Housing Brochure: Motion by Jones to receive and file the documents. Seconded by Sprank. City Council Members thanked city staff for demonstrating the meaning of workforce housing, highlighting housing's focus for the City Council and other community organizations, and thanked community partners for their efforts in expanding housing. Motion carried 7-0.

**ITEMS SET FOR PUBLIC HEARING**

Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Wethal. Motion carried 7-0.

1. Resolution Setting Public Hearing on a Proposed Development Agreement with ASJS Properties, LLC for Redevelopment of 1913 Jackson Street: Upon motion the documents were received and filed and Resolution No. 284-25 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and between the City of Dubuque, Iowa and ASJS Properties, LLC, including the proposed issuance of Urban Renewal Tax Increment Revenue Obligations relating thereto, and providing for the Publication of Notice thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 15, 2025 in the Historic Federal Building.

**RESOLUTION NO. 284-25**
**FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND ASJS PROPERTIES, LLC, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF**

Whereas, the City of Dubuque and ASJS Properties, LLC have tentatively entered into a Development Agreement, subject to the approval of the City Council, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO, a copy of which is now on file at the Office of the City clerk, City Hall, 50 W 13th Street, Dubuque, Iowa for the development of property located at 1913 Jackson Street; and

Whereas, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement with ASJS Properties, LLC; and

Whereas, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue Obligations, as provided by Iowa Code Chapter 403, pursuant to the Development Agreement; and

Whereas, before said Obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to approve the Development Agreement and authorize Urban Renewal Tax Increment Revenue Obligations, to be held on the 15th day of September 2025 at 6:30 p.m. The official agenda will be posted the Friday prior to the meeting and will contain listening, viewing, and public input options. The City Council agenda may be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue Obligations and the execution of the Development Agreement relating thereto with ASJS Properties, LLC, the proceeds of which obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to ASJS Properties, LLC pursuant to the Development Agreement. It is expected that the aggregate

amount of the Tax Increment Revenue obligations to be issued will be approximately $15,000.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said obligations.

Section 4. That the notice of the proposed action to issue said obligations shall be in substantially the form attached hereto.

Passed, approved, and adopted this 2nd day of September 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

2. Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Adam Vogel Building, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement for Redevelopment of 1701 Central Avenue: Upon motion the documents were received and filed and Resolution No. 285-25 Fixing the date for a Public Hearing of the City Council of the City Of Dubuque, Iowa on a Development Agreement by and between the City of Dubuque, Iowa and Adam Vogel Building, LLC, including the proposed issuance of Urban Renewal Tax Increment Revenue Obligations Relating thereto, and providing for the publication of notice thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 15, 2025 in the Historic Federal Building.

**RESOLUTION NO. 285-25**

**FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND ADAM VOGEL BUILDING, LLC, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF**

Whereas, Adam Vogel Building, LLC, is the owner of the property legally described as follows:

> "Kennedy Central Avenue Place" in City Lot 675; and Lot "A" of "Kennedy Central Avenue Place" in City of Lot 675; in the City of Dubuque, Iowa, according to the recorded plats thereof

locally known as 1701 Central Avenue (the Property); and

Whereas, the City of Dubuque and Adam Vogel Building, LLC have tentatively entered into a Development Agreement, subject to the approval of the City Council, including the issuance of authorize Urban Renewal Tax Increment Revenue Obligations, a copy of which is now on file at the Office of the City clerk, City Hall, 50 W 13th Street, Dubuque, Iowa for the development of the Property; and

Whereas, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement with Adam Vogel Building, LLC; and

Whereas, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue Obligations, as provided by Iowa Code Chapter 403, pursuant to the Development Agreement; and

Whereas, before said Obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to approve the Development Agreement and authorize Urban Renewal Tax Increment Revenue Obligations, to be held on the 15th day of September 2025 at 6:30 p.m. The official agenda will be posted on Friday, September 12, 2025, and will contain listening, viewing, and public input options. The City Council agenda may be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue Obligations and the execution of the Development Agreement relating thereto with Adam Vogel Building, LLC, the proceeds of which Obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to Adam Vogel Building, LLC pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment

Revenue Obligations to be issued will be approximately $65,000.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said obligations.

Section 4. That the notice of the proposed action to issue said obligations shall be in substantially the form attached hereto.

Passed, approved, and adopted this 2nd day of September 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

3. Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Dubuque Initiatives 1700, LLC for the Redevelopment of 1739-1763 Central Avenue: Upon motion the documents were received and filed and Resolution No. 286-25 Fixing the date for a public hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and between the City of Dubuque, Iowa and Dubuque Initiatives 1700, LLC, including the proposed issuance of Urban Renewal Tax Increment Revenue Obligations relating thereto and providing for the Publication of Notice thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on September 15, 2025 in the Historic Federal Building.

**RESOLUTION NO. 286-25**

**FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND DUBUQUE INITIATIVES 1700, LLC, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF**

Whereas, City and Dubuque Initiatives 1700, LLC have entered into a Development Agreement, subject to the approval of the City Council, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W. 13th Street, Dubuque, Iowa for the development of property located at 1739-1763 Central Avenue; and

Whereas, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement, with Dubuque Initiatives 1700, LLC; and

Whereas, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue obligations, as provided by Iowa Code Chapter 403 pursuant to the Development Agreement; and

Whereas, before said obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to authorize Urban Renewal Tax Increment Revenue obligations, to be held on the 15th day of September 2025, at 6:30 p.m. The official agenda will be posted on Friday, September 12, 2025, and will contain listening, viewing, and public input options. The City Council agenda can be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue obligations and the execution of the Development Agreement relating thereto with Dubuque Initiatives 1700, LLC, the proceeds of which obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to Dubuque Initiatives 1700, LLC pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue obligations to be issued will be approximately $83,822.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said obligations.

Section 4. That the notice of the proposed action to issue said obligations shall be in substantially the form attached hereto.

Passed, approved and adopted this 2nd day of September, 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

4. Water System Improvements 2024 North English Road Water Main Extension Project State Revolving Fund (SRF) Loan: Resolution Setting the Public Hearing - Environmental Review: Upon motion the documents were received and filed and Resolution No. 287-25 State Revolving Fund (SRF) Loan - Environmental Review Water System Improvements 2024 North English Road Water Main Extension Project set the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on approval of an Environmental Review as provided by SRF's Department of Natural Resources for the Private Lead Service Line Replacement Pilot Program was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on October 6, 2025 in the Historic Federal Building.

**RESOLUTION NO. 287-25**
**STATE REVOLVING FUND (SRF) LOAN - ENVIRONMENTAL REVIEW WATER SYSTEM IMPROVEMENTS 2024, NORTH ENGLISH ROAD WATER MAIN EXTENSION PROJECT, SET THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON APPROVAL OF AN ENVIRONMENTAL REVIEW AS PROVIDED BY SRF'S DEPARTMENT OF NATURAL RESOURCES FOR THE PRIVATE LEAD SERVICE LINE REPLACEMENT PILOT PROGRAM**

Whereas, the City of Dubuque is pursuing an engineered solution to bring water service to a portion of the SW Arterial, starting at Edval Lane and N. Cascade Road, west along the SW Arterial to North English Road through an Iowa, State Revolving Fund assisted pilot program; and

Whereas, as part of the SRF loan process, the City is required to complete an environmental review through the public hearing process; and

Whereas, a discussion is to be held on the environmental impacts of the project; and

Whereas, a transcript of the public hearing and a summary of public comments will be available for public review; and

Whereas, before said obligations may be approved, Chapter 403 of the Code of Iowa requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause 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 Development Agreement, to be held on the 6th day of October 2025 at 6:30 p.m.

Section 2. 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 thirty (30) days before the date of said hearing. At the hearing, any interested person may appear and file objections to the environmental impact document or attachments relating to the project.

Passed, adopted, and approved this 2nd day of September 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**BOARDS/COMMISSIONS**

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

1. Airport Commission: One, 4-Year term through September 14, 2029 (Expiring term of Kutz-Weber). Applicant: Mariann Kurtz-Weber, 955 Prince Phillip Dr. Kurtz-Weber virtually spoke in support of her application.

**PUBLIC HEARINGS**

1. Approving a Development Agreement by and between the City of Dubuque, Iowa and Greater Dubuque Impact Investment Fund for Redevelopment of 1550 Elm Street: Motion by Roussell to receive and file the documents and adopt Resolution No. 288-25 Approving disposal of an interest in real property owned by the City of Dubuque by sale through a Development Agreement with Greater Dubuque Impact Investment Fund. Seconded by Wethal. Dubuque Initiatives Committee Member Rick Dickinson spoke in support of the agreement, noting the organization's 501(c)(3) nonprofit status and its use of funds from the Dubuque Racing Association (DRA) for capital projects. In response to a question, Brumwell stated that there may be periods when county taxes are levied and when they are not, as the county has a process for determining property tax exemption. In response to a question, Dickinson stated

that the nonprofit is pursuing federal funds to address environmental issues on the former Blum property. Motion carried 7-0.

**RESOLUTION NO. 288-25**
**APPROVING DISPOSAL OF AN INTEREST IN REAL PROPERTY OWNED BY THE CITY OF DUBUQUE BY SALE THROUGH A DEVELOPMENT AGREEMENT WITH GREATER DUBUQUE IMPACT INVESTMENT FUND**

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, Greater Dubuque Impact Investment Fund has submitted to the City a proposal in the form of an offer to purchase (the "Development Agreement") for the purchase of certain City-owned real property hereinafter described, to wit LOTS 182, 183,184,185 & 186 EAST DUBUQUE ADD, locally known as 1550 Elm Street ("the Property"), which Development Agreement proposes Greater Dubuque Impact Investment Fund will undertake the redevelopment of a building and surrounding land on the Property as described therein, which Property is the real estate consisting of 0.59 acres shown on Exhibit A, 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 interest in the Property and the City Clerk published notice on July 23, 2025, as required by law soliciting competitive proposals for the Property; and

Whereas, as of 10:00 a.m. on September 2, 2025, the City Clerk received no competitive proposals for 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 Greater Dubuque Impact Investment Fund 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 Development Agreement between the City and Greater Dubuque Impact Investment Fund including the sale of the Property as provided therein, is hereby approved.

Section 3. The Mayor is authorized and directed to execute said Development Agreement on behalf of the City of Dubuque.

Passed, approved and adopted this 2nd day of September 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

2. Resolution of Adoption for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2025.3: Motion by Jones to receive and file the documents and adopt Resolution No. 289-25 Approving the Amended and Restated Urban Renewal Plan, Version 2025.3, for the Dubuque Industrial Center Economic Development District. Seconded by Sprank. City Council Members commended the City's successful economic development approach. Motion carried 7-0.

**RESOLUTION NO. 289-25**
**APPROVING THE AMENDED AND RESTATED URBAN RENEWAL PLAN, VERSION 2025.3, FOR THE DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT**

Whereas, by Resolution 262-25 adopted on August 4, 2025, 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 2025.3, 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 remove certain property from Subarea B of the District as shown in the Amended and Restated Urban Renewal Plan, Version 2025.3, 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 2025.3, 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, nonresidential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such nonresidential 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 2nd day of September 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Resolution of Adoption for the Amendment of the Dubuque Industrial Center Economic Development District Urban Renewal Plan, Version 2025.4: Motion by Sprank to receive and file the documents and adopt Resolution No. 290-25 Approving the Amended and Restated Urban Renewal Plan, Version 2025.4, for the Dubuque Industrial Center Economic Development District. Seconded by Farber. Motion carried 7-0.

**RESOLUTION NO. 290-25**
**APPROVING THE AMENDED AND RESTATED URBAN RENEWAL PLAN, VERSION 2025.4, FOR THE DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT**

Whereas, by Resolution 263-25 adopted on August 4, 2025, 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 2025.4, 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 X as shown in the Amended and Restated Urban Renewal Plan, Version 2025.4, 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 2025.4, 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 2nd day of September 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

4. Public Hearing Vacating a portion of a Utility Easement over part of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa - Emily and Scott McGuire Property at 1195 Arrowhead Drive: Motion by Roussell to receive and file the documents and adopt Resolution No. 291-25 Disposing of property by vacating city interest in a portion of a Public Utility Easement over and across Part of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa. Seconded by Wethal. In response to a question, Assistant City Engineer Bob Schiesl explained that the property owners' proposal to vacate the easement affected an existing permanent easement. To address this, the owners established a new utility easement in a different area of the property, which required approval from all private utility providers. Motion carried 7-0.

**RESOLUTION NO. 291-25**
**DISPOSING OF PROPERTY BY VACATING CITY INTEREST IN A PORTION OF A PUBLIC UTILITY EASEMENT OVER AND ACROSS PART OF LOT 2, BLOCK 4 OF INDIAN HILLS, IN THE CITY OF DUBUQUE, IOWA**

Whereas, the City Council, by Resolution No. 271-25, dated the 18th day of August 2025, declared its intent to dispose of City interest in a public utility easement on real property, legally described as:

> Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa, according to the recorded plat thereof (the Property); and

Whereas, in 1956 a public utility easement was platted over a portion of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa according to the Plat of Block 1, Block 2, Block 3, and Block 4 in Indian Hills in the City of Dubuque, Iowa recorded in Plat Book 23, Page 310, in the office of the Dubuque County Recorder; and

Whereas, pursuant to published notice, a public hearing was held on the proposed disposition on the 2nd day of September 2025 at 6:00 p.m. in the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa; and

Whereas, it is the determination of the City Council that City interest in the public utility easement on the Property as shown on the attached Exhibit A should be vacated and doing so 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.

Section 1. The City hereby vacates all interest in the public utility easement located at the Property as shown on the attached Exhibit A.

Section 2. The City Clerk is hereby authorized to and directed to record this resolution, exhibit, and utility company consent/release documents with the Dubuque County Recorder.

Passed, approved, and adopted this 2nd day of September 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

5. Rustic Point Park Development Project Public Hearing: Motion by Sprank to receive and file the documents and adopt Resolution No. 292-25 Rustic Point Park Development Project: Approval of Plans, Specifications, Form of Contract, and Estimated Cost. Seconded by Wethal. In response to a question, Van Milligen explained that the funding is sourced from Tax Increment Financing (TIF) associated with the development. The state mandates that expenditures be made from the

general fund, with reimbursement coming from the TIF source, which is certified as debt. He also noted that the City Council approved this arrangement during the budget process. While unsure of the exact repayment timeline, he believed the turnaround would be relatively quick. Motion carried 7-0.

**RESOLUTION NO. 292-25**
**RUSTIC POINT PARK DEVELOPMENT PROJECT, APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST**

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 Rustic Point Park Development Project, in the estimated construction amount of $258,278.50, are hereby approved.

Passed, adopted and approved this the 2nd day of September 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**ACTION ITEMS**

1. Smart Parking & Mobility Management Plan Update: Motion by Roussell to receive and file the documents and hear the presentation. Seconded by Wethal. Director of Transportation Services Ryan Knuckey made a presentation on the progress of the Smart Parking & Mobility Management Plan. In response to questions, Knuckey stated that the On-Street Parking Request for Proposals (RFP) must be completed before options for integrating the City's parking technology can be discussed. He noted that the parking ramps are equipped with call buttons that connect directly to parking staff, who can provide assistance similar to a help desk. He further stated that parking ramps allow a 15-minute grace period, enabling users to test the system without incurring a fee. He reported that the new parking technology will reduce the amount of staff time currently spent repairing outdated systems, allowing more time to be dedicated to maintenance and upkeep of the ramps. He clarified that the Transit Advisory Board (TAB) is required by the Federal Transit Administration (FTA) to provide input on transit operations and noted that parking updates are shared with the TAB because of their impact on transit. Van Milligen emphasized that the TAB has no role in parking operations and noted that Knuckey maintains strong communication with major parking ramp users, including the business community. City Council Members acknowledged residents' concerns regarding potential issues in the parking ramps and their hesitancy toward changes. Council Members also commended the universal color-coding system in the ramps and expressed appreciation for the real-time updates. Motion carried 7-0.

2. Dubuque County Historical Society Letter of Authorization to Iowa Economic Development and Finance Authority's Historic Preservation Tax Credit Program: Motion by Sprank to receive and file the documents and approve the letter of authorization in support of the Dubuque County Historical Society's application to the Iowa Economic Development and Finance Authority's State Historic Preservation Tax Credit program. Seconded by Resnick. In response to a request for an update on the Mathias Ham House, Interim Parks and Recreation Director Steve Fehsal reported that both interior and exterior improvements are underway, including painting, window repairs, and ceiling molding. He noted that the work is being funded through existing grant agreements and Capital Improvement Plan (CIP) funds. He stated that the reopening date has not yet been determined but will be confirmed. Motion carried 7-0.

3. Letters of Support for an Iowa Redevelopment Tax Credit Application for Downtown Redevelopment Projects on a Grayfield Site: Motion by Roussell to receive and file the documents and approve the submission of the letters of support to accompany an Iowa Redevelopment Tax Credit Application to the Iowa Economic Development Authority being submitted for redevelopment of three downtown properties in Dubuque. Seconded by Jones. City Council Members highlighted the significant investment and housing units created through the developments and thanked all parties involved. Motion carried 7-0.

4. Fly DBQ Rewards and Incentives: Motion by Farber to receive and file the documents. Seconded by Jones. City Council Members reaffirmed air service as a priority for the past few years, acknowledged the challenges of attracting and retaining providers, and thanked Dubuque Initiatives and Denver Air Connection for offering incentives. Motion carried 7-0.

5. Greater Dubuque Development Corporation (GDDC) Wins International Economic Development Council Gold Award: Motion by Roussell to receive and file the documents. Seconded by Resnick. GDDC President and CEO Rick Dickinson acknowledged GDDC's Strategic Initiatives Consultant Dave Lyons for leading the Dubuque Broadband Acceleration Initiative. Motion carried 7-0.

6. Welcome College Students Video: Motion by Jones to receive and file the documents and view the video. Seconded by Wethal. Multimedia Specialist Felicia Carner introduced a video produced by the City's Media Services division, which featured a welcome message from Mayor Cavanagh and highlights of life in Dubuque, that was played as part of the Welcome Students campaign organized by GDDC and the local Community of Colleges. Rick Dickinson discussed GDDC's collaborations with local colleges. Motion carried 7-0.

**COUNCIL MEMBER REPORTS**

Sprank reported on attending a DRA board meeting, the DRA grant reception, and a Point Neighborhood Association event. Sprank also reported on the upcoming Dubuque Dragon Boat Races event and the upcoming Nathaniel Morgan memorial event.

Farber reported on the Tim McGraw concert at the Field of Dreams.

Roussell reported on attending Dubuque Main Street committee meetings, a HACAP board meeting, and the Labor Day Parade. Roussell also reported on volunteering with Dubuque Trees Forever at the community orchard and the Dubuque Farmer's Market.

Jones reported on attending a Travel Dubuque Board meeting, a DRA board meeting, the DRA grant reception, a Bluff St. Neighborhood Association meeting, ribbon cuttings for McDonald's Supply and GoodLife Integrative Veterinary Care, Elevated Images' open house, the book signing event for former Iowa State Trooper Bob Hurley's memoir, a Dubuque Metropolitan Area Solid Waste Agency (DMASWA) board meeting, and the Labor Day Parade. Jones also reported on meeting with Chrissy Hogue Bartels of Torfoot Entertainment Group, who is exploring film opportunities and partnerships in Dubuque.

Resnick reported speaking with a visitor who praised Dubuque, specifically Hotel Julien and St. Raphael's Cathedral.

Wethal reported on attending the Tim McGraw concert, the DRA grant reception, the Labor Day Parade, and a Dubuque County Early Childhood board meeting.

**CLOSED SESSION**

Motion by Jones to convene in closed session at 8:43 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Resnick. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 9:23 p.m. stating that staff had been given proper direction.

**ADJOURNMENT**

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:23 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA
# CITY COUNCIL PROCEEDINGS
# SPECIAL SESSION
# OFFICIAL

The Dubuque City Council met in special session at 5:30 p.m. on September 4, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a closed session pursuant to Iowa Code Chapter 21.5.

**CLOSED SESSION**

Motion by Jones to convene in closed session at 5:31 p.m. to discuss Confidential Records, Pending Litigation, Professional Evaluations, and Purchase or Sale of Real Estate - Chapter 21.5(1)(a),(c),(i),(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 8:39 p.m. stating that staff had been given proper direction.

**ADJOURNMENT**

There being no further business, Mayor Cavanagh declared the meeting adjourned at 8:39 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA
# CITY COUNCIL PROCEEDINGS
# SPECIAL SESSION
# OFFICIAL

The Dubuque City Council met in special session at 6:00 p.m. on September 8, 2025, in the Dubuque Law Enforcement Center, 770 Iowa Street.

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

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

**WORK SESSION**

Precision Policing Center

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

After the tour, Crime and Intelligence Analyst Samantah Schueller and PPC Technicians Beth Beaves, Zach Steger, and Alex Riniker presented on their roles and operations. Bock confirmed that the department can track time spent on calls for service to evaluate the impact of Schueller's work. Both Bock and Jensen stated that the data collected helps identify repeat crime locations and emerging trends. Jensen stated that while the PPC may not directly influence police officer recruitment, current officers have been impressed with its outcomes. He also confirmed that the City's automated license plate reader

system, Flock, is used exclusively for criminal investigations. City Council Members commended the PPC's operational efficiencies and praised the staff's support of frontline officers. They also expressed appreciation for the collaborative approach and noted that they look forward to the additional efficiencies that will be identified over time.

**ADJOURNMENT**

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

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 5:15 p.m. on September 15, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting work sessions on Serve Dubuque and Imagine Dubuque.

**WORK SESSIONS**

Serve Dubuque Update

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

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

Imagine Dubuque Update

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

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:25 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS REGULAR SESSION OFFICIAL

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

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

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

## PLEDGE OF ALLEGIANCE

## PRESENTATIONS

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

## PROCLAMATIONS

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

## CONSENT ITEMS

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

1. Minutes and Reports Submitted: City Council Proceedings of August 27, September 2, and September 4, 2025; Arts and Cultural Affairs Advisory Commission of July 29, 2025; Community Development Advisory Commission of July 16, 2025; Civic Center Advisory Commission of June 2, 2025; Housing Trust Fund Advisory Committee of September 12, 2024 and August 28, 2025; Investment and Cash Management Oversight Advisory Commission of April 25, 2025;

Library Board of Trustees of July 24 and August 20, 2025; Resilient Community Advisory Commission of August 7, 2025; Zoning Advisory Commission of August 6, 2025; Zoning Board of Adjustment of July 24, 2025; Proof of Publication of City Council Proceedings of August 4 and August 18, 2025. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Tim Hitzler for property damage; Daniel Reich for vehicle damage; Alex Stein for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Key City Creative Center for property damage; Daniel Reich for vehicle damage; Alex Stein for vehicle damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 293-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 293-25**
**AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

Whereas, Section 1-7-7(E) of the Municipal Code of the City of Dubuque provides that the Finance Director-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.

Passed, approved, and adopted this 15th day of September 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Bunker Hill Foundation Repair Project Acceptance: Upon motion the documents were received and filed, and Resolution No. 294-25 Accepting the Bunker Hill Foundation Repair Project and Authorizing the Payment of the Contract Amount to the Contractor was adopted.

**RESOLUTION NO. 294-25**
**ACCEPTING THE BUNKER HILL FOUNDATION REPAIR PROJECT AND AUTHORIZING THE PAYMENT OF THE CONTRACT AMOUNT TO THE CONTRACTOR**

Whereas, the Public Improvement Contract for the Bunker Hill Foundation Repair Project (the Project) has been completed by the contractor, Tricon General Construction Inc. (Contractor) and Strand Associates Inc. has examined the work and filed a certificate stating that the Project has been completed according to the terms of the Public Improvement Contract and that Strand Associates Inc. recommends that the Project be accepted; and

Whereas, the final contract amount for the Project is $290,647.21; and

Whereas, the contractor has previously been paid $276,114.85, leaving a balance of $14,532.36; and

Whereas, the City Council finds that the recommendation of Strand Associates Inc. should be accepted.

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

Section 1. The recommendation of Strand Associates, Inc. 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 $14,532.36 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa chapter 26.13.

Passed, approved, and adopted this 15th day of September 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

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

**RESOLUTION NO. 295-25**
**ADOPTING SUPPLEMENT NO. 2025 S-17 TO THE CODE OF ORDINANCES OF THE CITY OF DUBUQUE, IOWA**

Whereas, on August 17, 2009, the City Council, pursuant to Ordinance No. 43-09, readopted the Code of Ordinances of the City of Dubuque, Iowa in its entirety; and

Whereas, since August 17, 2009, the City of Dubuque, Iowa has compiled supplements to the Code of Ordinances consisting of all new ordinances and amendments to ordinances; and

Whereas, Section 380.8 of the Code of Iowa provides that supplements, by resolution, become part of the Code of Ordinances.

Whereas, Code Supplements are prepared by the American Legal Publishing of Cincinnati, Ohio and filed in the Office of the City Clerk of the City of Dubuque, Iowa.

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

Section 1. That Supplement No. 2025 S-17 to the City of Dubuque Code of Ordinances, which codifies all ordinances up to and including 34-25, passed July 21, 2025, is hereby adopted and becomes part of the Code of Ordinances of the City of Dubuque, Iowa.

Passed, approved and adopted this 15th day of September 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

7. Updated Boards and Commissions Application: City Clerk provided an updated version of the application for boards and commissions and the discontinuation of optional demographic data collection. Upon motion the documents were received and filed.

8. Final Plat Oakland Ridge Estates Plat 2: Upon motion the documents were received and filed, and Resolution No. 296-25 Approving the Final Plat of Oakland Ridge Estates Plat 2, Dubuque County, Iowa was adopted.

**RESOLUTION NO. 296-25**
**APPROVING THE FINAL PLAT OF OAKLAND RIDGE ESTATES PLAT 2, DUBUQUE COUNTY, IOWA**

Whereas, there has been filed with the City Clerk a Final Plat of Oakland Ridge Estates Plat 2, Dubuque County, Iowa that is within the City's 2-mile extraterritorial jurisdiction; and

Whereas, said Final Plat provides for a 22-foot pavement width for private streets, where 26-wide is required by Section 11-15 of Title 16 of the City of Dubuque Codes of Ordinance, Unified Development Code; and

Whereas, a preliminary plat for the property has been examined by the Zoning Advisory Commission and City Council; and

Whereas, said the Final Plat of Oakland Ridge Estates Plat 2 has been determined by the City Planner to be in conformance with the preliminary plat for the property and the comprehensive plan; and

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

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

Section 1. That Section 11-15 of Title 16 of the City of Dubuque Codes of Ordinances, Unified Development Code, is waived to allow 22-foot-wide paved private streets.

Section 2. That the City Council hereby waives Section 11-20 Water Supply, 11-21 Sanitary Sewer, 11-23 Obligation to Install Improvements, and 11-24 Improvement Guarantees.

Section 3. That the Final Plat of Oakland Ridge Estate Plat 2, Dubuque County, Iowa is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to endorse the approval of the City of Dubuque, Iowa upon said Final Plat, provided the owners of said property herein names, execute their written acceptance hereto attached agreeing:

a) To construct private street improvements in accordance with improvement plans approved by Dubuque County and certified upon completion by a professional engineer licensed by the State of Iowa.
b) To maintain the private street improvement constructed as part of Oakland Ridge Estates Subdivision until such time as a homeowners'

association is formed and is responsible for maintenance of the same.

Section 3. That in the event that Oakland Farms Real Estate Company fails to execute the acceptance within 180 days after the date of this Resolution, the provisions hereof shall be null and void and the approval of the plat shall not be effective.

Passed, approved and adopted this 15th day of September 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

9. September Utility Bill Insert: Parks and Recreation "Let's Go" Fall Programs and Events: Upon motion the documents were received and filed.

10. City of Dubuque Patent: Motion by Jones to receive and file the documents. Seconded by Resnick. City Council emphasized the uniqueness of the city securing a patent and commended Water Resources Project Supervisor Todd Irwin for achieving it. Motion carried 7-0.

11. Southwest Arterial / US52 Corridor Right-of-Way Survey & Replat: AECOM - Consultant Services Supplemental Agreement No. 2: Upon motion the documents were received and filed, and Resolution No. 297-25 Approving the Consultant Professional Services - Supplemental Agreement No. 2 between AECOM Technical Services, Inc. and The City of Dubuque to Complete Land Survey and Replating of Property Along the Southwest Arterial / US52 Corridor from US Highway 20 To US Highway 61 / 151 was adopted.

**RESOLUTION NO. 297-25**
**APPROVING THE CONSULTANT PROFESSIONAL SERVICES -SUPPLEMENTAL AGREEMENT NO. 2 BETWEEN AECOM TECHNICAL SERVICES, INC. AND THE CITY OF DUBUQUE TO COMPLETE LAND SURVEY AND REPLATING OF PROPERTY ALONG THE SOUTHWEST ARTERIAL / US52 CORRIDOR FROM US HIGHWAY 20 TO US HIGHWAY 61 / 151**

Whereas, per the terms of the Memorandum of Understanding (MOU) and the Transfer of Roadway Jurisdiction (TOJ) Agreements between the City and the Iowa Department of Transportation, the City is responsible for the survey and replating of the highway corridor to allow for the roadway and interchange property to be conveyed from the City of the State of Iowa.; and

Whereas, now that the Southwest Arterial / US52 project is completed, the City retained AECOM Technical Services, Inc. to survey and plat the highway access control right-of-way, plating the interchange locations, plating right-of-way for the frontage roads, and identifying any potential excess remnant parcels. Once the replating of the highway access control right-of-way is completed from US 20 to US 61 / 151, the highway corridor property will be conveyed from the City of the State of Iowa.

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

Section 1. That said Consultant Professional Services - Supplemental Agreement No. 2 between AECOM Technical Services, Inc. and the City of Dubuque for to complete land survey and replating of property along the Southwest Arterial / US52 corridor from US Highway 20 to US Highway 61 / 151 is hereby approved.

Section 2. That the City Manager be authorized and directed to execute said Consultant Professional Services - Supplemental Agreement No. 2 with AECOM Technical Services, Inc.

Passed, adopted, and approved this 15th day of September 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

12. Signed Contract(s): Advantage Sheet Metal, Inc for Services Repairs for Transportation Services Department; A & G Electric for Service Repairs to Buildings for Transportation Services; All Star Environmental for Asbestos Removal at Fire Headquarters; Communications Engineering Company for City of Dubuque - Fiber Terminations at MFC; Dorner Company for Cla-Val Link2Valves Inspection/Cataloging; Dubuque Sign Company for Sign Replacement / Repairs for Transportation Services; Fransyl Equipment for Equipment Inspection & Repairs; Geisler Brothers Company for HVAC Repairs/Service to Buildings for Transportation Services; Grandview Painting for Interior Painting for Fire Headquarters; Haasco Ltd. for HVAC Replacement at Fire Hdq.; Jaeger Plumbing and Pump, Inc. for Environmental One (E-ONE) Sewage Pump Service Contract; Jaeger Plumbing and Pump, Inc. for Transportation - Service Repairs for Plumbing; Kinsella Concrete Construction for Concrete Replacement - Town Clock Plaza Area 6th and Main St.; MacQueen for Various repairs and service to fire equipment; Molo Plumbing & Heating for Plumbing Repairs to Buildings for Transportation Services; Woodman Controls Company for the Port Ramp Tech Support / Service Calls. Upon motion the documents were received and filed.

13. Improvement Contracts / Performance, Payment, and Maintenance Bonds: Eastern Iowa Excavating & Concrete, LLC for the Auburn-Custer Utility and Roadway Reconstruction; Top Grade Excavating, Inc. for the Old Mill Road Lift Station and Force Main Project - Phase 2; Tschiggfrie Excavating for the North Schmitt Island Collection System Project - Contract #1. Upon motion the documents were received, filed, and approved.

14. Request to Temporarily Increase Water & Resource Recovery Center's (WRRC) Employee Complement to add an Equipment Mechanic: Upon motion the documents were received, filed, and approved.

15. Authorization to Submit FY25/PY24 Community Development Block Grant CAPER: Upon motion the documents were received and filed, and Resolution No. 298-25 Authorizing the Submission of a Consolidated Annual Performance and Evaluation Report (CAPER) for the Period Commencing July 1, 2024, and Concluding June 30, 2025, was adopted.

**RESOLUTION NO. 298-25**
**AUTHORIZING THE SUBMISSION OF A CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR THE PERIOD COMMENCING JULY 1, 2024, AND CONCLUDING JUNE 30, 2025**

Whereas, the City of Dubuque, Iowa, is an entitlement grant recipient under the Community Development Block Grant (CDBG) Program of the U.S. Department of Housing and Urban Development (HUD); and

Whereas, the CDBG regulations require each entitlement recipient must submit a performance and evaluation report, Consolidated Annual Performance and Evaluation Report (CAPER); and

Whereas, the City has 1) prepared a CAPER for the program year commencing July 1, 2024 and concluding June 30, 2025; 2) published notice of availability of the CAPER in the Telegraph Herald and City of Dubuque website on August 15, 2025 and; 3) made copies of the CAPER available for public review; 4) held a public hearing pursuant to required 15-days published notice before the Community Development Advisory Commission on September 3, 2025.

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

Section 1. That the Consolidated Annual Performance and Evaluation Report (CAPER) for the period commencing July 1, 2024, and concluding June 30, 2025, is hereby approved for submission upon the completion of the Public Hearing held on September 3, 2025.

Section 2. That the City Manager is hereby authorized to direct staff to submit the Consolidated Annual Performance and Evaluation Report (CAPER) along with any public comment to the U.S. Department of Housing and Urban Development.

Passed, approved, and adopted this 15th day of September 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

16. Lease Agreement with Hawkeye Area Community Action Program: Upon motion the documents were received and filed, and Resolution No. 299-25 Approving the Lease Agreement by and Between the City of Dubuque and Hawkeye Area Community Action Program for Real Property Located on Central Avenue was adopted.

**RESOLUTION NO. 299-25**
**APPROVING THE LEASE AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND HAWKEYE AREA COMMUNITY ACTION PROGRAM FOR REAL PROPERTY LOCATED ON CENTRAL AVENUE**

Whereas, the City of Dubuque, Iowa (City) has tentatively entered into a Lease Agreement with Hawkeye Area Community Action Program (HACAP), subject to City Council approval, under which HACAP will lease certain real property located at 1805 Central Avenue, Suite 1 in Dubuque, Iowa; and

Whereas, the City Council finds that it is in the best interest of the City of Dubuque to approve the Lease Agreement.

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 City Manager is hereby authorized and directed to sign the Lease Agreement on behalf of the City of Dubuque.

Passed, approved and adopted this 15th day of September 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

17. Request for City Council Ratification of the First Amendment to the Dubuque Professional Firefighters Association (DPFA) July 1, 2024, Collective Bargaining Agreement: Upon motion the documents were received, filed, and approved.

18. City Attorney's Office Restructure, State Law Impacts: Motion by Farber to receive and file the documents and approve the City Attorney's Office restructuring plan.

Seconded by Resnick. Brumwell summarized the proposed restructuring and the reasons behind it. Motion carried 7-0.

19. City Manager Retirement - June 2027: City Manager shared correspondence to the City Council regarding plans to retire as City Manager of Dubuque in June 2027. Upon motion the documents were received and filed.

20. Iowa Economic Development Authority Workforce Housing Tax Credit Awards - Two Awards in Dubuque: Upon motion the documents were received and filed.

21. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 300-25 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

**RESOLUTION NO. 300-25**
**APPROVING APPLICATIONS FOR RETAIL ALCOHOL LICENSES, AS REQUIRED BY CITY OF DUBUQUE CODE OF ORDINANCES TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 2 LIQUOR CONTROL, ARTICLE B LIQUOR, BEER AND WINE LICENSES AND PERMITS**

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:

Renewals

Betty Jane Candies, 1785 John F Kennedy Rd.
Chipotle Mexican Grill, 3450 Dodge St., Suite 101
Denny's Lux Club, 3050 Asbury Rd.
Fat Tuesday's, 1121 University Ave.
Fiesta Cancun Authentic Mexican Restaurant, 2515-1 NW Arterial
Grand Tap, The, 802 Central Ave.
Red Robin America's Gourmet Burgers & Spirits, 2775 NW Arterial
The Copper Kettle Inc., 2987 Jackson St.

New Applications Provisional Issuances

Dubuque Jaycees, 9-2-25 to 9-6-25 and 9-7-25 to 9-11-25, East 10th St. From Jackson to midway on Elm St. Washington street from E 11th St. to East 9th St.
Jubeck New World Brewing, 10-9-25 to 10-13-25, Millwork Night Market - Jackson Street from 7th Street to 9th Street and includes the area of 8th Street east of Jackson to the alley.
United Way of Dubuque Area Tri States 9-12-25 to 9-16-25, Main Street from 8th Street to 9th Street

Passed, approved, and adopted this 15th day of September 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**ITEMS SET FOR PUBLIC HEARING**

Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Sprank. Motion carried 7-0.

1. Resolution Setting Public Hearing to Adopt a Lake Ridge Urban Revitalization Plan: Upon motion the documents were received and filed and Resolution No. 301-25 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa, Finding an area referred to as The Lake Ridge Urban Revitalization Area Hereinafter Described, Appropriate for public improvements related to Housing and Residential Development and Construction of Residential Development, including Single or Multifamily Housing necessary in the interest of Public Health, Safety, or Welfare of the residents of the City and Setting a Public Hearing on creation of The Lake Ridge Urban Revitalization Area was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on October 6, 2025 in the Historic Federal Building.

**RESOLUTION NO. 301-25**
**FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA, FINDING AN AREA REFERRED TO AS THE LAKE RIDGE URBAN REVITALIZATION AREA HEREINAFTER DESCRIBED, APPROPRIATE FOR PUBLIC IMPROVEMENTS RELATED TO HOUSING AND RESIDENTIAL DEVELOPMENT AND CONSTRUCTION OF RESIDENTIAL DEVELOPMENT, INCLUDING SINGLE OR MULTIFAMILY HOUSING**

**NECESSARY IN THE INTEREST OF PUBLIC HEALTH, SAFETY, OR WELFARE OF THE RESIDENTS OF THE CITY AND SETTING A PUBLIC HEARING ON CREATION OF THE LAKE RIDGE URBAN REVITALIZATION AREA**

Whereas, as a preliminary step to exercising the authority to approve an area for "urban revitalization" conferred upon Iowa municipalities by Chapter 404 of the Code of Iowa, the City Council of the City of Dubuque has heretofore approved the preparation of a Lake Ridge Urban Revitalization Plan finding that the rehabilitation, conservation, redevelopment, economic development, or a combination thereof of the area described therein to be known as the Lake Ridge Urban Revitalization Area is necessary in the interest of public health, safety, or welfare of the residents of the city; and

Whereas, Block 1 of CEDAR LAKE ADDITION NO. 2, in the City of Dubuque, Iowa, according to the recorded plat thereof (the Property) is the location of a proposed apartment development by CAL5, LLC in the Lake Ridge Urban Revitalization Area; and

Whereas, the City Council finds that development of housing and residential development, including single or multifamily housing in this location is appropriate and necessary in the interest of the welfare of the residents of the City, and the Property substantially meets the criteria for Urban Revitalization according to Section 404.1 of the Code of Iowa; and

Whereas, the Iowa Code requires a public hearing on creation of the Urban Revitalization Area.

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

Section 1. The City Clerk is directed to publish notice of a public hearing on the adoption of an Urban Revitalization Plan for the Lake Ridge Urban Revitalization Area to be held on October 6, 2025, at 6:30 p.m. in the Historic Federal Building in Dubuque, Iowa, 350 W. 6th Street, Dubuque, Iowa and that said notice shall generally identify the area covered by the Plan and the general scope of the Urban Revitalization Plan activities planned for such area.

Passed, approved and adopted this 15th day of September 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

2. Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Outfly Development, LLC providing for the Sale of City-owned Real Estate to Outfly Development, LLC and the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Upon motion the documents were received and filed and Resolution No. 302-25 Intent to Dispose of an Interest in City of Dubuque Real Estate by sale to Outfly Development, LLC Pursuant to a Development Agreement by and between the City of Dubuque, Iowa and Outfly Development, LLC and fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on the Development Agreement including the proposed issuance of Urban Renewal Tax Increment Revenue Grant Obligations to Outfly Development, LLC and Providing for the publication of notice thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on October 6, 2025 in the Historic Federal Building.

**RESOLUTION NO. 302-25**

**INTENT TO DISPOSE OF AN INTEREST IN CITY OF DUBUQUE REAL ESTATE BY SALE TO OUTFLY DEVELOPMENT, LLC PURSUANT TO A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND OUTFLY DEVELOPMENT, LLC AND FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON THE DEVELOPMENT AGREEMENT INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE GRANT OBLIGATIONS TO OUTFLY DEVELOPMENT, LLC AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF**

Whereas, the City of Dubuque, Iowa (City) is the owner of the following described real property:

Lot 3 of Dubuque Industrial Center South Third Addition in the City of Dubuque, Iowa

Lot 2 of Dubuque Industrial Center South Third Addition in the City of Dubuque, Iowa (the Property); and

Whereas, City and Outfly Development, LLC have entered into a Development Agreement, subject to the approval of the City Council, pursuant to which City will convey the Property to Outfly Development, LLC, and Outfly Development, LLC will construct on the Property certain Improvements described in the Development Agreement; and

Whereas, the City Council has tentatively determined that it would be in the best interests of City to approve the Development Agreement, including the conveyance of the Property to Outfly Development, LLC; and

Whereas, the Development Agreement provides for the issuance by City of economic development grants to Outfly Development, LLC, referred to therein as Urban Renewal

Tax Increment Revenue Grant Obligations, payable from the tax increment revenues collected in respect of the Improvements to be constructed by Outfly Development, LLC in accordance with the Development Agreement, for the purpose of carrying out the objectives of an Urban Renewal Plan as hereinafter described; and

Whereas, before said obligations may be approved, Chapter 403 of the Code of Iowa requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City of Dubuque intends to dispose of its interest in the foregoing-described Property by Deed to Outfly Development, LLC pursuant to the proposed Development Agreement.

Section 2. 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's intent to dispose of the foregoing-described Property, to be held on the 6th day of October 2025 at 6:30 p.m. in the form attached hereto.

Section 3. The City Council will also meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue obligations and the execution of the Development Agreement relating thereto with Outfly Development, LLC the proceeds of which obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Dubuque Industrial Center Economic Development District, consisting of the funding of economic development grants to Outfly Development, LLC pursuant to the Development Agreement under the terms and conditions of said Urban Renewal Plan. It is expected that the aggregate amount of the Tax Increment Revenue obligations will be approximately $2,500,000.

Section 4. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the disposal of the City's interest in the Property and the issuance of said obligations.

Passed, approved, and adopted this 15th day of September 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

3. Initiate Public Bidding Process and Setting Date for a Public Hearing for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades Project: Upon motion the documents were received and filed and Resolution No. 303-25 To provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project, and the taking of bids therefor was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on October 6, 2025 in the Historic Federal Building.

**RESOLUTION NO. 303-25**

**RESOLUTION TO PROVIDE FOR A NOTICE OF HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2025 WATER & RESOURCE RECOVERY CENTER MCC COMMUNICATION AND PLC UPGRADES PROJECT, AND THE TAKING OF BIDS THEREFOR**

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 "2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades 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. October 6, 2025, 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 October 23, 2025, 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. November 3, 2025, 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 September 15, 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

4. Proceedings to Set Public Hearing on October 6, 2025 for the Issuance of not to Exceed $2,330,000 Water Revenue Capital Loan Notes (State Revolving Loan Fund Program) North English Road Water Main: Upon motion the documents were received and filed and Resolution No. 304-25 To fix a date for a public hearing on proposal to enter into a Water Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed $2,330,000 was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on October 6, 2025 in the Historic Federal Building.

**RESOLUTION NO. 304-25**
**RESOLUTION TO FIX A DATE FOR A PUBLIC HEARING ON PROPOSAL TO ENTER INTO A WATER REVENUE LOAN AND DISBURSEMENT AGREEMENT AND TO BORROW MONEY THEREUNDER IN A PRINCIPAL AMOUNT NOT TO EXCEED $2,330,000**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, did heretofore establish a Municipal Waterworks Utility System (the "Utility") in and for the City which has continuously supplied water service in and to the City and its inhabitants since its establishment; and

Whereas, the management and control of the Utility are vested in the City Council (the "Council") and no board of trustees exists for this purpose; and

Whereas, pursuant to prior resolutions of the Council, the City has heretofore issued Water Revenue bonds or notes as set forth on attached outstanding debt certificate, and a portion of such prior Water Revenue debt remains outstanding (the "Outstanding Indebtedness"); and

Whereas, pursuant to the resolutions relating to and authorizing the Outstanding Indebtedness (the "Outstanding Bond Resolutions") the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Indebtedness under the terms and conditions set forth in the Outstanding Bond Resolutions; and

Whereas, the City now proposes to enter into a Water Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed $2,330,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and

constructing improvements and extensions to the Utility (the "Project"), and it is necessary to fix a date of meeting of the Council at which it is proposed to take action to enter into the Agreement and to give notice thereof as required by such law.

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

Section 1. This City Council shall meet on October 6, 2025, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Agreement.

Section 2. The City Clerk is hereby directed to give notice of the proposed action on the Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held, by publication at least once, not less than four (4) and not more than twenty (20) days before the meeting, in a legal newspaper which has a general circulation in the City. The notice shall be in substantially the [provided] form.

Section 3. Pursuant to Section 1.150-2 of the Income Tax Regulations (the "Regulations") of the Internal Revenue Service, the City declares (a) that it intends to undertake the Project which is reasonably estimated to cost approximately $2,330,000, (b) that other than (i) expenditures to be paid or reimbursed from sources other than the issuance of bonds, notes or other obligations (the "Bonds"), or (ii) expenditures made not earlier than 60 days prior to the date of this Resolution or a previous intent resolution of the City, or (iii) expenditures amounting to the lesser of $100,000 or 5% of the proceeds of the Bonds, or (iv) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, no expenditures for the Project have heretofore been made by the City and no expenditures will be made by the City until after the date of this Resolution or a prior intent resolution of the City, and (c) that the City reasonably expects to reimburse the expenditures made for costs of the City out of the proceeds of the Bonds. This declaration is a declaration of official intent adopted pursuant to Section 1.150-2 of the Regulations.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved September 15, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**BOARDS/COMMISSIONS**

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

1. Airport Commission: One, 4-Year term through September 14, 2029 (Expiring term of Brotherton). Applicant: Ron Vaughn, 2973 Castle Wood Ln.

2. Investment and Cash Management Oversight Advisory Commission: One, 3-Year term through July 1, 2028 (Vacant term of Merritt). Applicant: Daniel Scott, 2435 Kaufmann Ave. Scott spoke in support of his application.

Appointments were made to the following boards/commissions.

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

**PUBLIC HEARINGS**

1. Request to Conditionally Rezone Property at West 32nd Street: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Wernimont made a presentation and responded to questions on signage restrictions. In response to a question about protocols for commission members abstaining from votes, Brumwell explained that a conflict of interest exists if a commissioner has a financial stake in a project, which typically applies to contractors, engineers, or others directly involved. If no financial conflict is present, her office recommends commissioners participate in the vote. Wernimont added that, in this situation, a commissioner abstained because they felt they did not have enough information. Staff provide guidance on abstentions when commissioners join, and Wernimont confirmed staff will relay this council discussion to the commission. City Council Members commended the process for this rezoning and appreciated the collaborative approach in reaching a solution. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 35-25 Amending Title 16 of the City of Dubuque Code of

Ordinances, Unified Development Code, by reclassifying hereinafter described property located at 3185 West 32nd Street (PIN 1016227007) From R-1 Single-Family Residential District to OR Office Residential District with Conditions as established in the attached Memorandum of Agreement. Seconded by Farber. Motion carried 7-0.

**ORDINANCE NO. 35-25**

**AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED AT 3185 WEST 32ND STREET (PIN 1016227007) FROM R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT TO OR OFFICE RESIDENTIAL DISTRICT WITH CONDITIONS AS ESTABLISHED IN THE ATTACHED MEMORANDUM OF AGREEMENT**

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter–described property from R-1 Single-Family Residential District to ORc Office Residential District with conditions, to wit:

Balance of Lot 2 of Lot 1 of Lot 4, and Lot 2 of Lot 1 of Lot 7, of the North East ¼ of Section 16, Township 89 North, Range 2 East of the 5th P.M., and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved and adopted this 15th day of September, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

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

Motion by Jones for final consideration and passage of Ordinance No. 36-25 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by reclassifying hereinafter described property located at The Northwest Corner of the Intersection of Keystone Drive and Key Way Drive (PIN 1016227007) from R-2 Two-Family Residential District to R-3 Moderate Density Multi-Family Residential District. Seconded by Sprank. Motion carried 7-0.

**ORDINANCE NO. 36-25**

**AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF KEYSTONE DRIVE AND KEY WAY DRIVE (PIN 1016227007) FROM R-2 TWO-FAMILY RESIDENTIAL DISTRICT TO R-3 MODERATE DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT**

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter–described property from R-2 Two-Family Residential District to R-3 Moderate Density Multi-Family Residential District, to wit:

Lot 2 of Pooh's Corner and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved and adopted this 15th day of September, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

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

Seconded by Wethal. City Council Members expressed support for the rezoning. Motion carried 7-0.

Motion by Roussell for final consideration and passage of Ordinance No. 37-25 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by reclassifying hereinafter described property located at 1550 Elm Street (PIN 1024283003) and 411 East 15th Street (PIN 1024283004) from HI Heavy Industrial District to C-4 Downtown Commercial District. Seconded by Wethal. Motion carried 7-0.

**ORDINANCE NO. 37-25**

**AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED AT 1550 ELM STREET (PIN 1024283003) and 411 EAST 15TH STREET (PIN 1024283004) FROM HI HEAVY INDUSTRIAL DISTRICT TO C-4 DOWNTOWN COMMERCIAL DISTRICT**

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter–described property from HI Heavy Industrial District to C-4 Downtown Commercial District, to wit:

> Lots 182A, 217, 218, 219, 220 and 221 of East Dubuque Addition and Lots 182, 183, 184, 185, and 186 of East Dubuque Addition and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved and adopted this 15th day of September, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

4. Approving a Development Agreement by and between the City of Dubuque, Iowa and Adam Vogel Building, LLC for the Redevelopment of 1701 Central Avenue, Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Motion by Roussell to receive and file the documents and adopt Resolution No. 305-25 Approving a Development Agreement by and between the City of Dubuque, Iowa, and Adam Vogel Building, LLC for the redevelopment of 1701 Central Avenue, including the issuance of Urban Tax Increment Revenue Obligations. Seconded by Sprank. City Council Members noted that this public hearing, along with the following two, involves properties that are severely blighted and directly support the Council's goal of revitalizing Central Avenue. Van Milligen explained that portions of downtown are designated as an Urban Renewal (UR) area due to slum and blight conditions, which makes redevelopment incentives available. Given the high cost of rehabilitating these buildings, such incentives are essential. Van Milligen referenced Main Street as a prior example where City Council prioritized revitalization efforts, resulting in positive outcomes for that area. Motion carried 7-0.

**RESOLUTION NO. 305-25**

**APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA, AND ADAM VOGEL BUILDING, LLC FOR THE REDEVELOPMENT OF 1701 CENTRAL AVENUE, INCLUDING THE ISSUANCE OF URBAN TAX INCREMENT REVENUE OBLIGATIONS**

Whereas, Adam Vogel Building, LLC is the owner of the real estate locally known as 1701 Central Avenue, Dubuque, Iowa and legally described as follows (the Property):

> "Kennedy Central Avenue Place" in City Lot 675; and Lot "A" of "Kennedy Central Avenue Place" in City of Lot 675; in the City of Dubuque, Iowa, according to the recorded plats thereof; and

Whereas, the City Council, by Resolution No. 285-25, dated September 2, 2025, declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and Adam Vogel Building, LLC, for the development 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 September 15, 2025, at 6:30 p.m.; and

Whereas, it is the determination of the City Council that approval of the Development Agreement by and between the City of Dubuque, Iowa, and Adam Vogel Building, 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:

Section 1. That the Development Agreement by and between the City of Dubuque, Iowa, and Adam Vogel Building, LLC, a copy of which is attached hereto, including the issuance of Urban Renewal Tax Increment

Revenue Obligations, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Development Agreement as herein approved.

Passed, approved and adopted this 15th day of September 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Approving a Development Agreement by and between the City of Dubuque, Iowa and ASJS Properties, LLC for the Redevelopment of 1913 Jackson Street, Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Motion by Sprank to receive and file the documents and adopt Resolution No. 306-25 Approving a Development Agreement by and between the City of Dubuque, Iowa, and ASJS Properties, LLC for the redevelopment of 1913 Jackson Street, including the issuance of Urban Tax Increment Revenue Obligations. Seconded by Farber. Motion carried 7-0.

**RESOLUTION NO. 306-25**
**APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA, AND ASJS PROPERTIES, LLC FOR THE REDEVELOPMENT OF 1913 JACKSON STREET, INCLUDING THE ISSUANCE OF URBAN TAX INCREMENT REVENUE OBLIGATIONS**

Whereas, ASJS Properties, LLC is the owner of the real estate locally known as 1913 Jackson Street, Dubuque, Iowa and legally described as follows (the Property):

> The South middle one-fifth, and, the South 3 feet of the middle one-fifth, of Out Lot 489, 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 City Council, by Resolution No. 284-25, dated September 2, 2025, declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and ASJS Properties, LLC, for the development 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 September 15, 2025, at 6:30 p.m.; and

Whereas, it is the determination of the City Council that approval of the Development Agreement by and between the City of Dubuque, Iowa, and ASJS Properties, LLC for the redevelopment of the Property, according to the terms and conditions set out in the Development Agreement, is in the public interest of the City of Dubuque.

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

Section 1. That the Development Agreement by and between the City of Dubuque, Iowa, and ASJS Properties, LLC, a copy of which is attached hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Development Agreement as herein approved.

Passed, approved and adopted this 15th day of September 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

6. Approving a Development Agreement by and between the City of Dubuque, Iowa and Dubuque Initiatives 1700, LLC for the Redevelopment of 1739-1763 Central Avenue, Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Motion by Jones to receive and file the documents and adopt Resolution No. 307-25 Approving a Development Agreement by and between the City of Dubuque, Iowa, and Dubuque Initiatives 1700, LLC for the redevelopment of 1739- 1763 Central Avenue, including the issuance of Urban Tax Increment Revenue Obligations. Seconded by Wethal. Motion carried 7-0.

**RESOLUTION NO. 307-25**
**APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA, AND DUBUQUE INITIATIVES 1700, LLC FOR THE REDEVELOPMENT OF 1739-1763 CENTRAL AVENUE, INCLUDING THE ISSUANCE OF URBAN TAX INCREMENT REVENUE OBLIGATIONS**

Whereas, Dubuque Initiatives 1700, LLC is the owner of the real estate locally known as 1739-1763 Central Avenue, Dubuque, Iowa and legally described as follows (the Property):

> PIN 1024252024: The North 37 feet of Lot 5, of the Subdivision of Out Lot 675 in the City of Dubuque, Iowa, according to the recorded Plat thereof
>
> PIN 1024252023: The South 22 feet 11

½ inches of Lot 4, of the Subdivision of Out Lot 675 in the City of Dubuque, Iowa, according to the recorded Plat thereof; and

Whereas, the City Council, by Resolution No. 286-25, dated September 2, 2025, declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and Dubuque Initiatives 1700, LLC, for the development 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 September 15, 2025, at 6:30 p.m.; and

Whereas, it is the determination of the City Council that approval of the Development Agreement by and between the City of Dubuque, Iowa, and Dubuque Initiatives 1700, LLC for the redevelopment of the Property by Dubuque Initiatives 1700, LLC, 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:

Section 1. That the Development Agreement by and between the City of Dubuque, Iowa, and Dubuque Initiatives 1700, LLC, a copy of which is attached hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Development Agreement as herein approved.

Passed, approved and adopted this 15th day of September 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**PUBLIC INPUT**

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

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

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

**ACTION ITEMS**

1. Notice of Award and Request to Execute Reimagine Comiskey Park-Phase 2 National Park Service Outdoor Recreation Legacy (ORLP) Grant: Motion by Sprank to receive and file the documents and approve execution of the grant agreement for the $1,980,698.75 Reimagine Comiskey Park-Phase 2 National Park Service Outdoor Recreation Legacy Grant. Seconded by Resnick. City Council Members commended city staff for securing grants for Comiskey Park and expressed their enthusiasm for building on the momentum from Phase 1 of the project. Motion carried 7-0.

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

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

**RESOLUTION NO. 308-25**
**AWARDING THE PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT FOR THE RUSTIC POINT PARK DEVELOPMENT PROJECT**

Whereas, sealed proposals have been submitted by contractors for the Rustic Point Park Development Project, pursuant to Resolution No. 272-25 and Notice to Bidders on the 19th day of August 2025; and

Whereas, said sealed proposals were opened and read on the 9th day of September 2025, and it has been determined that Eastern Iowa Excavating and Concrete LLC, of Cascade, Iowa, with a bid in the amount of $212,130.10, is the lowest responsive, responsible bidder for the Project.

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

That a Public Improvement Contract for the Project is hereby awarded to Eastern Iowa Excavating and Concrete, LLC and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, approved, and adopted this 15th day of September 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

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

**COUNCIL MEMBER REPORTS**

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

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

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

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

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

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

**CLOSED SESSION**

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

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

**ADJOURNMENT**

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

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA
# CITY COUNCIL PROCEEDINGS
# SPECIAL SESSION
# OFFICIAL

The Dubuque City Council met in special session at 4:09 p.m. on September 22, 2025, in the Q Casino Reflections Room B.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting annual goal setting.

## GOAL SETTING
SESSION 1 OF 3

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

## ADJOURNMENT

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

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA
# CITY COUNCIL PROCEEDINGS
# SPECIAL SESSION
# OFFICIAL

The Dubuque City Council met in special session at 4:02 p.m. on September 23, 2025, in the Q Casino Reflections Room B.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of considering contracts for the Old Mill Road Lift Station and conducting annual goal setting.

**SPECIAL SESSION**

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

**RESOLUTION NO. 309-25**
**EXECUTING PROFESSIONAL DESIGN SERVICES CONSULTANT CONTRACT WITH HDR ENGINEERING TO COMPLETE THE OLD MILL ROAD LIFT STATION PHASE 3 SANITARY INTERCEPTOR PROJECT (CATFISH CREEK MIDDLE FORK)**

Whereas, the City in collaboration with HDR Engineering, developed a consultant scope of work and a negotiated fee for design services in the amount of $2,079,914 for Professional Consultant Services to complete the Old Mill Road Lift Station Phase 3 Sanitary Interceptor Project (Catfish Creek Middle Fork) project.

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

Section 1. The City Manager is authorized and directed to execute the Professional Design Services Consultant Contract with HDR Engineering.

Passed, approved, and adopted this 23rd day of September 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

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

**RESOLUTION NO. 310-25**
**EXECUTING PROFESSIONAL DESIGN SERVICES CONSULTANT CONTRACT WITH FOTH INFRASTRUCTURE & ENVIRONMENTAL, LLC TO COMPLETE THE OLD MILL ROAD LIFT STATION PHASE 4 SANITARY INTERCEPTOR PROJECT (CATFISH CREEK SOUTH FORK)**

Whereas, the City in collaboration with Foth Infrastructure & Environmental, LLC, developed a consultant scope of work and a negotiated fee for design services in the amount of $2,356,360 for Professional Consultant Services to complete the Old Mill Road Lift Station Phase 4 Sanitary Interceptor Project (Catfish Creek South Fork) project.

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

Section 1. The City Manager is authorized and directed to execute the Professional Design Services Consultant Contract with Foth Infrastructure & Environmental, LLC.

Passed, approved, and adopted this 23rd day of September 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**GOAL SETTING**
**SESSION 2 OF 3**

The session was led by Lyle Sumek of Lyle Sumek Associates, Inc. City Council Members reviewed Goal No. 4 – Livable Neighborhoods and Housing: Great Place to Live, Goal No. 5 – Sustainable Environment: Preserving and Enhancing Natural Resources, Goal No. 6 – Connected Community: Equitable Transportation, Technology Infrastructure, and Mobility, and Goal No. 7 – Diverse Arts, Culture, Parks and Recreation: Experiences and Activities, identifying their top outcomes, challenges and opportunities, and actions for each. The meeting was informally paused for dinner at 5:32 p.m. and resumed at 6:06 p.m. Additionally, a short break was taken at 7:38 p.m., and the meeting resumed at 7:44 p.m. City Council deliberated whether to retain Goal No. 8 – Partnership for a Better Dubuque: Building Our Community that is Viable, Livable, and Equitable, noting that partnerships are already integrated into the City's mission and contribute to the achievement of the other seven goals. It was also observed that the goal currently has limited management in progress and action items. Council members expressed support for simplifying the goals, recognizing that they already have a significant number of goals and related documents. By a show of hands, all seven City Council members agreed to remove Goal No. 8. Throughout the discussion, Van Milligen, Brumwell, Assistant City Manager Cori Burbach, and Park Division Manager Steve Fehsal addressed relevant questions from the Council.

**ADJOURNMENT**

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

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

The Dubuque City Council met in special session at 4:07 p.m. on September 25, 2025, in the Q Casino Reflections Room B.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting annual goal setting.

**GOAL SETTING**
SESSION 3 OF 3

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

**Top Priorities (in alphabetical order):**

- 17th and Elm Street Stormwater Project
- 17th and Locust Street Stormwater Project
- Bee Branch Gate & Pump Station Project
- Catfish Creek Sanitary Sewer Project
- Cedar Street Lift Station and Force Main
- Chaplain Schmitt Island Sanitary Sewer
- Commercial Air Service Future Strategy and Action Plan to Sustain and Expand
- Comprehensive Fire Station Location and Facilities Study
- Cooper Place/Maiden Lane Project
- Detention Ponds Maintenance
- Fire Department Staffing Increases
- Grove Terrace Project
- Harvard Street Project
- Hempstead Street Project
- Individual Neighborhood Investments
- Kaufmann Avenue Storm Sewer Improvements

- Police Department: Full Staffing and Hiring
- Sanitary Sewer Consent Decree Compliance
- Sanitary Sewer Force Main Stabilization Project
- Sanitary Sewer Investments and Implementation
- Sports Complex Development
- Stormwater Management Investments and Implementation:
- Terminal Street Lift Station and Force Main

**High Priorities (in alphabetical order):**

- Continued Implementation of Central Avenue Revitalization Plan
- Downtown Master Plan Update
- Dubuque Law Enforcement Center (DLEC) Short-Term Facility Enhancements and Future Plan
- East-West Corridor/Roundabouts Projects
- Next Phases of Chaplain Schmitt Island Development
- Parks and Recreation Master Plan Adoption and Implementation
- Water Resource and Recovery Center Facility and Process Improvements and Odor Reduction

**ADJOURNMENT**

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

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS REGULAR SESSION OFFICIAL

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

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

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

**PLEDGE OF ALLEGIANCE**

**PRESENTATIONS**

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

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

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

**PROCLAMATIONS**

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

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

**CONSENT ITEMS**

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

1. Minutes and Reports Submitted: City Council Proceedings of September 8, 15, 22, 23, and 25, 2025; Building Code Advisory and Appeals Board Minutes of March 22 and April 6, 2023; Historic Preservation Commission of August 21, 2025; Human Rights Commission of August 12, August 29, and September 4, 2025; Board of Library Trustees Update of August 28, 2025; Park and Recreation Advisory Commission of August 12, 2025; Transit Advisory Board of April 10, 2025; Zoning Advisory Commission of September 3, 2025; Zoning Board of Adjustment of August 28, 2025; Proof of publication of City Council Proceedings of August 27, September 2, and September 4, 2025. Upon motion the documents were received and filed.

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

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

**RESOLUTION NO. 311-25**
**AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

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

Passed, approved, and adopted this 6th day of October 2025.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

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

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

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

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

**RESOLUTION NO. 312-25**
**ACCEPTING A GRANT OF EASEMENT FOR SANITARY SEWER UTILITY THROUGH, UNDER, AND ACROSS PART OF LOT 1-2 OF MINERAL LOT 230 AND LOT 1-3-3 OF MINERAL LOT 231, IN THE CITY OF DUBUQUE, IOWA**

Whereas, per the Development Agreement between the City of Dubuque and CCI5, LLC, approved by the City Council via Resolution 175-25, the parties wished to set forth terms for the extension of a proposed public sanitary sewer utility thru parts of Lot 1-2 of Mineral Lot 230 and Lot 1-3-3 of Mineral Lot 231 (Molo Oil Company Property), in the City of Dubuque, Iowa; and

Whereas, per said agreement CCI5, LLC was to acquire for the City of Dubuque a public sanitary sewer utility easement through the Molo Oil Company Property for the City's ownership and maintenance of the public sanitary sewer extension improvements; and

Whereas, Molo Oil Company has executed a Grant Easement for Sanitary Sewer Utility through, over and across Part of Lot 1-2 of Mineral Lot 230 and Lot 1-3-3 of Mineral Lot 231, in the City of Dubuque, Iowa.

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

Section 1. The City Council of the City of Dubuque, Iowa, hereby approves of, accepts and consents to the Grant of Easement for Sanitary Sewer Utility through, over and across Part of Lot 1-2 of Mineral Lot 230 and Lot 1-3-3 of Mineral Lot 231, in the City of Dubuque, Iowa, in the City of Dubuque, Iowa from Molo Oil Company a copy of which is attached hereto.

Section 2. The Mayor is hereby authorized and directed to execute and acknowledge on behalf of the City of Dubuque any instruments in connection herewith.

Passed, approved and adopted this 6th day of October 2025.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

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

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

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

**RESOLUTION NO. 313-25**
**APPROVING THE SECOND AMENDMENT TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND MILLWORK FLATS, L.L.C.**

Whereas, the City of Dubuque (City) and Millwork Flats, L.L.C. (Developer) previously entered into that certain Development Agreement dated June 17, 2024, as amended, with respect to the matters specified therein; and

Whereas, the parties desire to further modify the Development Agreement as set out in the Second Amendment to Development Agreement; and

Whereas, the City Council finds that it is in the interests of the City of Dubuque to approve the Second Amendment to Development Agreement.

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

Section 1. The Second Amendment to Development Agreement by and between the City of Dubuque, Iowa and Millwork Flats, L.L.C., a copy of which is attached hereto, is hereby approved.

Section 2. The Mayor is hereby authorized and directed to execute the Second Amendment to Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. The City Manager is authorized to take such actions as are necessary to comply with the terms of the Second Amendment to Development Agreement as herein approved.

Passed, approved, and adopted this 6th day of October 2025.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

11. Project Based Voucher Contract Renewal with The Rose of Dubuque: Upon motion the documents were received and filed, and Resolution No. 314-25 Approving a Renewal Contract Agreement between the city of Dubuque and the Rose of Dubuque L.P. for the Project Based Voucher Program was adopted.

**RESOLUTION NO. 314-25**
**APPROVING A RENEWAL CONTRACT AGREEMENT BETWEEN THE CITY OF DUBUQUE AND THE ROSE OF DUBUQUE L.P. FOR THE PROJECT BASED VOUCHER PROGRAM**

Whereas, the U.S. Department of Housing and Urban Development supports a Project Based Voucher Program as a component of the Housing Choice Voucher Program requires a contract to be in place tied to specific project based units; and

Whereas, the City of Dubuque originally entered into a contract with The Rose of Dubuque L.P. in October 2012 for a ten-year term; and

Whereas, the City of Dubuque's extended the contract with The Rose of Dubuque L.P. for 17 PBV units for a one-year term in 2022; and

Whereas, the City of Dubuque's extended the contract with The Rose of Dubuque L.P. for 17 PBV units for a two-year term in 2023 that is due to expire 10/12/2025; and

Whereas, the City of Dubuque Housing & Community Development Department and The Rose of Dubuque wish to renew the contract for the Project Based Vouchers for a five-year term to continue to administer the Project Based Voucher program at The Rose of Dubuque.

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

Section 1: That said Renewal Contract Agreement between the City of Dubuque and The Rose of Dubuque L.P. for the Project Based Voucher program is hereby approved.

Section 2: That the City Manager is authorized and directed to execute said Renewal Contract Agreement.

Passed, approved, and adopted this 6th day of October 2025.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

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

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

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

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

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

17. Approval of Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permit Applications: Upon motion the documents were received and filed, and Resolution No. 315-25 Approving Applications for Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permits, as Required by Iowa Code 453A.47A and 453E.3 was adopted.

**RESOLUTION NO. 315-25**
**APPROVING APPLICATIONS FOR TOBACCO RETAIL, TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, VAPOR PRODUCTS OR DEVICES, AS REQUIRED BY IOWA CODE 453A.47A AND 453E.3**

Whereas, applications for Tobacco /Tobacco Products /Alternative Nicotine Products /Vapor Products or Device retails have been submitted and filed with the City Clerk; and

Whereas, the applicants have filed the proper application and fees as required by the Iowa Department of Revenue; and

Whereas, applications are presented to City Council for approval.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued the following named applicants and locations for a Cigarette / Device / Tobacco / Nicotine / Vapor product or retail device effective from October 7, 2025, to June 30, 2026.

Business Name, Business Address, Permit Type

Kwik Star 1284, 730 Airborne Rd., Retail Tobacco

Guru Kripa, 2100 John F. Kennedy Rd., Retail Tobacco

Passed, approved, and adopted this 6th day of October, 2025.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

**ITEMS SET FOR PUBLIC HEARING**

Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Sprank. Motion carried 7-0.

1. Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Upon motion the documents were received and filed and Resolution No. 316-25 Fixing the Date for a Public Hearing of the City Council of the city of Dubuque, Iowa on a Development Agreement by and between the city of Dubuque, Iowa and Hitzler Rental, LLC, Including the Proposed Issuance of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, and Providing for the Publication of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on October 20, 2025 in the Historic Federal Building.

**RESOLUTION NO. 316-25**
**FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND HITZLER RENTAL, LLC, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF**

Whereas, Hitzler Rental, LLC will be as of the Closing Date the owner of the property legally described as follows:

> Lot 1 of Lot 1 of Lot 5 of Kiene & Altman's Subdivision in the City of Dubuque, Iowa; and Lot 1-239 of Davis Farm Addition in the City of Dubuque, Iowa locally known as 2541 Central Avenue (the Property); and

Whereas, the City of Dubuque and Hitzler Rental, LLC have tentatively entered into a Development Agreement, subject to the approval of the City Council, including the issuance of Urban Renewal Tax Increment Revenue Obligations, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W 13th Street, Dubuque, Iowa for the development of the Property; and

Whereas, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement with Hitzler Rental, LLC; and

Whereas, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue Obligations, as provided by Iowa Code Chapter 403, pursuant to the Development Agreement; and

Whereas, before said Obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to approve the Development Agreement by and between City of Dubuque and Hitzler Rental, LLC, including the issuance of Urban Renewal Tax Increment Revenue Obligations, to be held on the 20th day of October, 2025 at 6:30 p.m. The official agenda will be posted the Friday before the meeting and will contain listening, viewing, and public input options. The City Council agenda may be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of approving the Development Agreement and the issuance of Urban Renewal Tax Increment Revenue Obligations relating thereto with Hitzler Rental, LLC, the proceeds of which Obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to Hitzler Rental, LLC pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue Obligations to be issued will be approximately $40,000.

Section 3. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said Obligations.

Section 4. That the notice of the meeting shall be in substantially the form attached hereto.

Passed, approved, and adopted this 6th day of October 2025.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

2. Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Ned Oberbroeckling Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Upon motion the documents were received and filed and Resolution No. 317-25 Fixing the Date for a Public Hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and between the City of Dubuque, Iowa and Ned Oberbroeckling, Including the Proposed Issuance of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, and Providing for the Publication of Notice thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on October 20, 2025 in the Historic Federal Building.

**RESOLUTION NO. 317-25**

**FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND NED OBERBROECKLING, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF**

Whereas, Ned Oberbroeckling is the owner of the property legally described as follows:

The Northerly 21 & 4/12ths feet (less the Northerly 8 inches thereof) of Lot 11, (assessed as the North 1/3 of Lot 11) in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Survey of the Town of Dubuque, Iowa. locally known as 372 Main Street (the Property); and

Whereas, the City of Dubuque and Ned Oberbroeckling have tentatively entered into a Development Agreement, subject to the approval of the City Council, including the issuance of Urban Renewal Tax Increment Revenue Obligations, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W 13th Street, Dubuque, Iowa for the development of the Property; and

Whereas, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement with Ned Oberbroeckling; and

Whereas, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue Obligations, as provided by Iowa Code Chapter 403, pursuant to the Development Agreement; and

Whereas, before said Obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to approve the Development Agreement by and between City of Dubuque and Ned Oberbroeckling, including the issuance of Urban Renewal Tax Increment Revenue Obligations, to be held on the 20th day of October, 2025 at 6:30 p.m. The official agenda will be posted the Friday before the meeting and will contain listening, viewing, and public input options. The City Council agenda may be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of approving the Development Agreement and the issuance of Urban Renewal Tax Increment Revenue Obligations relating thereto with Ned Oberbroeckling, the proceeds of which Obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to Ned Oberbroeckling pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue Obligations to be issued will be approximately $50,000.

Section 3. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said Obligations.

Section 4. That the notice of the proposed action to issue said Obligations shall be in substantially the form attached hereto.

Passed, approved, and adopted this 6th day of October 2025.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

3. Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and 1248 Iowa St, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Upon motion the documents were received and filed and Resolution No. 318-25 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and between the City of Dubuque, Iowa and 1248 Iowa St, LLC, Including the Proposed Issuance of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, and Providing for the Publication of Notice Thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on October 20, 2025 in the Historic Federal Building.

**RESOLUTION NO. 318-25**

**FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND 1248 IOWA ST, LLC, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF**

Whereas, 1248 Iowa St, LLC is the owner of the property legally described as follows:

TRACT I: The South 1/5 of Out Lot 457 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

TRACT II: The South ½ of the South Middle 1/5 of Out Lot 457 in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Town of Dubuque, Iowa.

TRACT III: The Middle 1/5 of Out Lot 457, and, the North ½ of the South Middle 1/5 of Out Lot 457 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof, locally known as 1236-1248 Iowa Street (the Property); and

Whereas, the City of Dubuque and 1248 Iowa St, LLC have tentatively entered into a Development Agreement, subject to the approval of the City Council, including the issuance of Urban Renewal Tax Increment Revenue Obligations, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W 13th Street, Dubuque, Iowa for the

development of the Property; and

Whereas, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement with 1248 Iowa St, LLC; and

Whereas, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue Obligations, as provided by Iowa Code Chapter 403, pursuant to the Development Agreement; and

Whereas, before said Obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to approve the Development Agreement by and between City of Dubuque and 1248 Iowa St, LLC, including the issuance of Urban Renewal Tax Increment Revenue Obligations, to be held on the 20th day of October, 2025 at 6:30 p.m. The official agenda will be posted the Friday before the meeting and will contain listening, viewing, and public input options. The City Council agenda may be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of approving the Development Agreement and the issuance of Urban Renewal Tax Increment Revenue Obligations relating thereto with 1248 Iowa St, LLC, the proceeds of which Obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to 1248 Iowa St, LLC pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue Obligations to be issued will be approximately $150,000.

Section 3. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said Obligations.

Section 4. That the notice of the proposed action to issue said Obligations shall be in substantially the form attached hereto.

Passed, approved, and adopted this 6th day of October 2025.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

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

**RESOLUTION NO. 319-25**

**EAGLE POINT WATER TREATMENT PLANT ROOF REHABILITATION PROJECT - PRELIMINARY APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; SETTING DATE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; AND ORDERING THE ADVERTISEMENT FOR BIDS**

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 Eagle Point Water Treatment Plant Roof Rehabilitation Project in the amount of $500,000, 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 20th day of October, 2025, at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor) 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 Eagle Point Water Treatment Plant Roof Rehabilitation 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 Water Department Manager is hereby directed to advertise for sealed 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 23rd day of October, 2025. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 3rd day of November 2025, in the Historic Federal Building Council Chambers (second floor), 350 West 6th Street, Dubuque, Iowa.

Passed, adopted and approved on this 6th day of October 2025.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

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

**RESOLUTION NO. 320-25**
**SETTING THE DATE FOR THE PUBLIC HEARING ON AMENDMENT NO. 1 TO THE FISCAL YEAR 2026 BUDGET FOR THE CITY OF DUBUQUE**

Whereas, Iowa Code Section 384.16 provides that the City Council shall set a time and place for a public hearing on amendments to the budget and publish notice before the hearing as provided in Iowa Code Section 362.3.

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 proposed Amendment No. 1 to the Fiscal Year 2026 budget for the City of Dubuque at the City Council Chambers at the Historic Federal Building, 350 West 6th Street, Dubuque, Iowa, on Monday, October 20, 2025, beginning at 6:30 p.m.

Section 2. That the City Clerk be and is hereby authorized and directed to publish notice of the public hearing, according to law, together with the required budget information.

Passed, approved, and adopted this 6th day of October 2025.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

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

**RESOLUTION NO. 321-25**
**SETTING A PUBLIC HEARING ON THE IOWA LAND RECYCLING PROGRAM ENVIRONMENTAL COVENANT BETWEEN THE CITY OF DUBUQUE, IOWA AND THE IOWA DEPARTMENT OF NATURAL RESOURCES**

Whereas, the City of Dubuque, Iowa is the owner of the property known as Comiskey Park, described in the attached Environmental Covenant, Exhibit A; and

Whereas, the cleanup of the property at Comiskey Park is complete but the groundwater beneath the property remains contaminated from adjacent property; and

Whereas, the Iowa Department of Natural Resources has requested that the City Council adopt the Environmental Covenant which imposes limitations on the use of the property and places other restrictions and conditions on the property; and

Whereas, Iowa Code § 364.7 requires that the City Council set forth its proposal to dispose of an interest in law in a resolution and publish notice of the resolution and of a date, time and place of a public hearing on the proposal; and

Whereas, the City Council finds that a public hearing should be set on the adoption of the Environmental Covenant.

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

Section 1. The City of Dubuque intends to dispose of its interest in the property described in the attached Environmental Covenant, Exhibit by adoption of the Environmental Covenant.

Section 2. 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's intent to dispose of the foregoing-described Property, to be held on the 20th day of October, 2025, at 6:30 p.m. in the City

Council Chambers at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa.

Section 3. That the notice of the proposed action shall be in substantially the form attached hereto.

Passed, approved, and adopted this 6th day of October 2025.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

**BOARDS/COMMISSIONS**

Appointments were made to the following boards/commissions.

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

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

3. Investment and Cash Management Oversight Advisory Commission: One, 3-Year term through July 1, 2028 (Vacant term of Merritt). Applicant: Daniel Scott, 2435 Kaufmann Ave. Motion by Sprank to appoint Scott to the term. Seconded by Farber. Motion carried 7-0.

**PUBLIC HEARINGS**

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

**RESOLUTION NO. 322-25**

**STATE REVOLVING FUND (SRF) LOAN - ENVIRONMENTAL REVIEW WATER SYSTEM IMPROVEMENTS 2024 NORTH ENGLISH ROAD WATER MAIN EXTENSION PROJECT - APPROVAL OF AN ENVIRONMENTAL REVIEW AS PROVIDED BY SRF'S DEPARTMENT OF NATURAL RESOURCES FOR THE WATER SYSTEM IMPROVEMENTS 2024 NORTH ENGLISH ROAD WATER MAIN EXTENSION PROJECT**

Whereas, the City of Dubuque is pursuing an engineered solution to bring water service to a portion of the SW Arterial, starting at Edval Lane and N. Cascade Road, west along the SW Arterial to North English Road through an Iowa, State Revolving Fund assisted program; and

Whereas, as part of the SRF loan process, the City is required to complete an environmental review through the public hearing process; and

Whereas, public notification of the hearing was advertised on September 3, 2025, a minimum of 30 days prior to the public hearing per SRF IDNR requirements; and

Whereas, a public hearing was held on the 6th day of October 2025 at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor) 350 W. 6th Street, Dubuque, Iowa, at which time interested persons appeared and heard for or against the proposed environmental review of said Project; and

Whereas, a discussion was held on the environmental impacts of said project; and

Whereas, a transcript of the public hearing and a summary of public comments will be available for public review.

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

Section 1. The environmental review as provided by SRF's Department of Natural Resources for the North English Road Water Main Extension Project, is hereby approved, and staff is directed to submit the required executed documentation to SRF, Iowa Department of Resources.

Passed, adopted, and approved this 6th day of October 2025.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

2. Proceedings for Public Hearing for the Issuance of Not to Exceed $2,330,000 Water Revenue Capital Loan Notes (State Revolving Loan Fund Program) North English Road Water Main: Motion by Sprank to receive and file the documents and adopt Resolution No. 323-25 Taking additional action on proposal to enter into a Water Revenue Loan and Disbursement Agreement. Seconded by Wethal. Council Members reiterated that this is an

ongoing project and has therefore been the subject of prior discussions. In response to a question regarding the need to increase the water supply for the Southwest Arterial area, Van Milligen explained that the community is positioned to extend southwest. When the Southwest Arterial was constructed, the City developed plans, now being implemented, to extend water and sanitary sewer infrastructure to support future development in that area. Regarding financing, Chief Financial Officer Jennifer Larson noted that the State Revolving Fund (SRF) loan carries a variable interest rate, currently estimated at 3.12% for the quarter. This rate is lower than that of general obligation bonds and involves reduced issuance fees, minimal bond counsel involvement, and no requirement to publish an official statement. Van Milligen stated that the planning and design portion of the SRF loan is interest-free for three years and offers a significantly longer repayment term. Motion carried 7-0.

**RESOLUTION NO. 323-25**
**RESOLUTION TAKING ADDITIONAL ACTION ON PROPOSAL TO ENTER INTO A WATER REVENUE LOAN AND DISBURSEMENT AGREEMENT**

Whereas, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, did heretofore establish a Municipal Waterworks Utility System (the "Utility") in and for the City which has continuously supplied water service in and to the City and its inhabitants since its establishment; and

Whereas, the management and control of the Utility are vested in the City Council (the "Council") and no board of trustees exists for this purpose; and

Whereas, pursuant to prior resolutions of the Council, the City has heretofore issued Water Revenue bonds or notes as set forth in prior proceedings of the Council, and a portion of such prior Water Revenue debt remains outstanding (the "Outstanding Indebtedness"); and

Whereas, pursuant to the resolutions relating to and authorizing the Outstanding Indebtedness (the "Outstanding Bond Resolutions") the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Indebtedness under the terms and conditions set forth in the Outstanding Bond Resolutions; and

Whereas, the City has heretofore proposed to contract indebtedness and enter into a certain Water Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed $2,330,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility, and has published notice of the proposed action and has held a hearing thereon on October 6, 2025;

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

Section 1. The City Council hereby determines to enter into the Agreement in the future and orders that Water Revenue Bonds be issued at such time in evidence thereof. The City Council further declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved October 6, 2025.

Brad M. Cavanagh, Mayor

Attest: Trish L. Gleason, Assistant City Clerk

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

least 10 new jobs. He added that the current project involves the construction of a speculative (spec) building. Motion carried 7-0.

**RESOLUTION NO. 324-25**
**APPROVING THE DISPOSAL OF AN INTEREST IN CITY OF DUBUQUE REAL ESTATE BY SALE TO OUTFLY DEVELOPMENT, LLC PURSUANT TO A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND OUTFLY DEVELOPMENT, LLC INCLUDING THE ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE GRANT OBLIGATIONS TO OUTFLY DEVELOPMENT, LLC**

Whereas, the City of Dubuque, Iowa (City) is the owner of the following described real property:

Lot 3 of Dubuque Industrial Center South Third Addition in the City of Dubuque, Iowa

Lot 2 of Dubuque Industrial Center South Third Addition in the City of Dubuque, Iowa (the Property); and

Whereas, the City Council, by Resolution No. 302-25, dated September 15, 2025, declared its intent to dispose of its interest in the Property by sale to Outfly Development, LLC pursuant to a Development Agreement by and between the City of Dubuque, Iowa, and Outfly Development, LLC, including the issuance of Urban Renewal Tax Increment Revenue Obligations to Outfly Development, LLC; and

Whereas, pursuant to published notice, a public hearing was held on the proposed Development Agreement on October 6, 20025; and

Whereas, it is the determination of the City Council that the sale of the Property and approval of the Development Agreement for redevelopment of the Property by Outfly Development, LLC, 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 Outfly Development, LLC, including the sale of the Property and the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

Section 2. 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. 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 6th day of October 2025.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

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

**RESOLUTION NO. 325-25**
**APPROVING THE URBAN REVITALIZATION PLAN FOR THE LAKE RIDGE URBAN REVITALIZATION AREA**

Whereas, by Resolution No. 301-25, adopted September 15, 2025, the City Council of the City of Dubuque, Iowa authorized the preparation of an Urban Revitalization Plan for the Lake Ridge Urban Revitalization Area; and

Whereas, the City of Dubuque's primary objective for the Urban Revitalization Plan is to provide opportunities which will further economic development purposes and objectives and remediate blighting conditions and to create new housing opportunities; and

Whereas, housing creation remains a priority for the City Council of the City of Dubuque, Iowa; and

Whereas, Block 1 of CEDAR LAKE ADDITION NO. 2, in the City of Dubuque, Iowa, according to the recorded plat thereof (the Property), is the location of a proposed apartment development by CAL5, LLC in the Lake Ridge Urban Revitalization Area; and

Whereas, pursuant to published notice, a public hearing was held on October 6, 2025, at 6:30 p.m., on the proposed Lake Ridge Urban Revitalization Area Urban Revitalization Plan.

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

Section 1. That the Lake Ridge Urban Revitalization Area Urban Revitalization Plan, on file in the City Clerk's Office, is hereby approved.

Section 2. 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 6th day of October 2025.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

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

**RESOLUTION NO. 326-25**
**GIVING FINAL APPROVAL TO, AND CONFIRMATION OF, PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE 2025 WATER & RESOURCE RECOVERY CENTER MCC COMMUNICATION AND PLC UPGRADES PROJECT**

Whereas, the City Council of the City of Dubuque, Iowa, has heretofore given preliminary approval to the plans, specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project (the "Project"), as described in the notice of hearing on the Contract Documents for the Project; and

Whereas, a hearing has been held on the Contract Documents on October 6, 2025.

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

Section 1. The Contract Documents referred to in the preamble hereof are hereby finally approved, the prior action of the City Council giving preliminary approval is hereby finally confirmed, and the Project, as provided for in the Contract Documents, is necessary and desirable.

Section 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved October 6, 2025.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

**PUBLIC INPUT**

Regarding Action Item No. 1, Clark Schloz, 2925 Burlington St.; Leonard Dress; and Matt Osterhaus, 2139 Wedgewood Dr., spoke in opposition to a taxpayer funded subsidy for Denver Air commercial air service. Rob McDonald, 3399 Eagle Point Dr., spoke in opposition to the process for the minimum revenue guarantee, citing that it was not part of the Fiscal Year 2026 budget deliberations. Rick Dickinson, 205 Hill St., President and CEO of Greater Dubuque Development Corporation (GDDC), expressed support for Action Item No. 1, emphasizing the critical role of air service in meeting the business needs of the community. Speaking in a personal capacity, Dickinson also expressed concern about the politicization of the issue and noted the competitive challenges Dubuque faces from Cedar Rapids in attracting and retaining customers to its local airport. Anne Williams, 559 Chestnut St., also spoke in favor of Action Item No. 1, highlighting the benefits of using the Dubuque Regional Airport.

**ACTION ITEMS**

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

Manager's recommendation to dedicate $2.4 million to a Minimum Revenue Guarantee for Denver Air Commercial Air Service for the current fiscal year through June 30, 2026, and an additional $100,000 to the marketing of that service. Seconded by Farber. Motion carried 6-1 with Sprank voting nay.

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

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

**ORDINANCE NO. 38-25**
**AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 14 BUILDING AND DEVELOPMENT, CHAPTER 1 BUILDING CODES, ARTICLE J PROPERTY MAINTENANCE CODE, SECTION 14-1J-2 INTERNATIONAL PROPERTY MAINTENANCE CODE AMENDMENTS**

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

Section 1. Section 14-1J-2 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

14-1J-2: INTERNATIONAL PROPERTY MAINTENANCE CODE AMENDMENTS:

The following additions, deletions, modifications, or amendments of the International Property Maintenance Code, 2021 edition, adopted in section 14-1J-1 of this article to read as follows:

. . . .

Section 605.2. Receptacles. Amended to read:

605.2 Receptacle outlets shall be provided in compliance with this section.

605.2.1 Requirements. Every habitable space in a dwelling shall contain not less than one receptacle outlet. Every bathroom shall contain not less than one receptacle outlet. All receptacle outlets shall have the appropriate faceplate cover for the location.

605.2.2 Personal protection. Every laundry area shall contain not less than one grounding type receptacle outlet or a receptacle outlet with ground fault circuit interrupter (GFCI) protection. All receptacle outlets within six feet (6') of a sink, tub or shower shall have ground fault circuit interrupter (GFCI) protection.

Exceptions:

1. 240-volt receptacle outlets.
2. Receptacle outlets within a cabinet
3. Inaccessible receptacle outlets behind a refrigerator or freezer.

. . . .

Section 2. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 6th day of October 2025.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

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

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

5. Madison, Gay, and Jefferson Park Playground Replacements: Motion by Sprank to receive and file the documents and approve the Madison, Gay, and Jefferson Park Playground Replacements Projects that are not currently included or do not have enough funding to complete the projects in the Fiscal Year 2026 budget. Seconded by Jones. City Council Members expressed appreciation to the Park and Recreation and Finance Departments for their efforts in identifying

funding to support local parks. In response to a question regarding alignment with the budget process, City Manager Van Milligen explained that the City utilizes budget carryovers from one fiscal year to the next for incomplete projects or unpurchased equipment, as well as budget amendments for newly introduced items. He emphasized that, under state law, the City is prohibited from having a deficit budget. Surplus funds often result from staff vacancies, equipment savings, and similar factors, and the Council now has the opportunity to reallocate those funds to other initiatives. Chief Financial Officer Jennifer Larson confirmed that the size of the budget surplus varies by fiscal year, noting that the most recent surplus falls on the higher end of the typical range. Council Members also noted that they received substantial public feedback regarding parks during the last budget cycle, particularly in support of the parks included in the current funding recommendations. Motion carried 7-0.

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

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

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

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

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

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

**RESOLUTION NO. 327-25**
**AWARDING CONTRACT FOR THE NORTH ENGLISH ROAD WATER MAIN EXTENSION PROJECT**

Whereas, pursuant to notice duly posted in the manner and form prescribed by resolution of the City Council of the City of Dubuque,

Iowa, and as required by law, bids and proposals were received by this Council for the North English Road Water Main Extension Project (the "Project"); and

Whereas, all of the said bids and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the contract for the Project.

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

Section 1. The bid for the Project submitted by the following contractor is fully responsive to the plans and specifications for the Project, is heretofore approved by the City Council, and is the lowest responsible bid received, such bid being as follows:

Name and Address of Contractor: Top Grade Excavating, Inc., Farley, Iowa
Amount of Bid: $1,487,135.00

Section 2. The contract for the Project is hereby awarded to such contractor at the total estimated cost set out above, the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each class of materials furnished, the said contract to be subject to the terms of the aforementioned resolution, the notice of hearing and letting, the plans and specifications and the terms of the bidder's written proposal.

Section 3. The Mayor and Assistant City Clerk are hereby authorized and ordered to enter into a written contract with said contractor for the Project, but only after the contractor submits the performance and/or payment bonds which are required by the contract documents, and after the Project Engineers submit a written determination that such surety bonds and the other contract documents are satisfactory. No additional City Council action shall be required to approve the executed contract or surety bonds.

Section 4. The amount of the contractor's performance and/or payment bonds is hereby fixed and determined to be 100% of the amount of the contract.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed, approved, and adopted this 6th day of October 2025.

Brad M. Cavanagh, Mayor
Attest: Trish L. Gleason, Assistant City Clerk

## COUNCIL MEMBER REPORTS

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

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

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

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

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

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

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

## CLOSED SESSION

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

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

## ADJOURNMENT

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

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA
# CITY COUNCIL PROCEEDINGS
# SPECIAL SESSION
# OFFICIAL

The Dubuque City Council met in special session at 6:00 p.m. on October 20, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

Mayor Cavanagh read the call and stated this is a special session of the City Council called for the purpose of conducting a work session on Greater Dubuque Development Corporation.

**WORK SESSION**

Greater Dubuque Development Corporation Quarterly Update

Greater Dubuque Development Corporation President and CEO Rick Dickinson presented a quarterly update. In response to questions, he noted that some housing units reported as "in development" may not be constructed and emphasized that, together with population growth in Dubuque County, this underscores the continued need for additional housing. Regarding the Union at the Marina Apartment Project, Dickinson stated that the lot had remained vacant for 12 years, during which local developers had ample opportunity to acquire and develop the property. He recommended that the City continue to prioritize project timing - specifically, accelerating development processes while maintaining safety and regulatory compliance. Mayor Cavanagh summarized key takeaways from the session as considering incentives for specific types of housing, identifying ways the City can expedite development without compromising safety, and examining successful practices in other communities.

There being no further business, Mayor Cavanagh declared the meeting adjourned at 6:30 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA
# CITY COUNCIL PROCEEDINGS
# REGULAR SESSION
# OFFICIAL

The Dubuque City Council met in regular session at 6:32 p.m. on October 20, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

**PLEDGE OF ALLEGIANCE**

**PRESENTATIONS**

1. Recognize Grand River Center for Consecutive Stella Awards: Parks and Recreation Director Matthew Kalcevich recognized the Grand River Center and Oak View Group (OVG360) staff for the recent Northstar Stella award for a second consecutive year. Grand River Center and Five Flags Civic Center General Manager Ryan Bonifas also offered remarks regarding the recognition.

**PROCLAMATIONS**

1. Domestic Violence Awareness Month (October 2025) was accepted by Angela Heister on behalf of Waypoint.

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

**CONSENT ITEMS**

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

1. Minutes and Reports Submitted: City Council Proceedings of October 6, 2025; Arts and Cultural Affairs Grants Committee of August 14, 2025; Arts and Cultural Affairs Art on the River Committee of July 10, 2025; Human Rights Commission of September 9 and 16, 2025; Human Rights Commission Subcommittee for Commissioner Handbook Update of

September 16, 2025; Proof of Publication for City Council Proceedings of September 8, 15, 22, 23, and 25, 2025. Upon motion the documents were received and filed.

2. Notice of Claims and Suits: Leonardo Campbell Sr. for property damage; Julie Ross for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advising that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Leonardo Campbell Sr. for vehicle damage; Mik Kalloway for vehicle damage; Julie Ross for vehicle damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 328-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 328-25**
**AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

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 20th day of October 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Ratification of Approval of a First Amendment to Economic Development Assistance Contract 23-HQJP-011 by and among McCoy Group, Inc., the City of Dubuque, and the Iowa Economic Development Authority: Upon motion the documents were received and filed, and Resolution No. 329-25 Ratifying the Approval of a First Amendment to the Economic Development Assistance Contract 23-HQJP-011 by and among McCoy Group, Inc., the City of Dubuque, Iowa, and the Iowa Economic Development Authority was adopted.

**RESOLUTION NO. 329-25**
**RATIFYING THE APPROVAL OF A FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT ASSISTANCE CONTRACT 23-HQJP-011 BY AND AMONG MCCOY GROUP, INC., THE CITY OF DUBUQUE, IOWA, AND THE IOWA ECONOMIC DEVELOPMENT AUTHORITY**

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

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

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

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

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

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

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

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

6. Ratification of Approval of a First Amendment to Economic Development Assistance Contract 22-HQJP-018 by and among Hormel Foods Corporation and Progressive Processing, LLC, the City of Dubuque, and the Iowa Economic Development Authority: Upon motion the documents were received and filed, and Resolution No. 330-25 Ratifying the approval of a First Amendment to the Economic Development Assistance Contract 22-HQJP-018 by and among Hormel Foods Corporation and Progressive Processing, LLC, the City of Dubuque, Iowa, and the Iowa Economic Development Authority was adopted.

**RESOLUTION NO. 330-25**
**RATIFYING THE APPROVAL OF A FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT ASSISTANCE CONTRACT 22-HQJP-018 BY AND AMONG HORMEL FOODS CORPORATION AND PROGRESSIVE PROCESSING, LLC, THE CITY OF DUBUQUE, IOWA, AND THE IOWA ECONOMIC DEVELOPMENT AUTHORITY**

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

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

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

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

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

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

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

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

7. Final Plat of Rosalynn Carter Place: Upon motion the documents were received and filed, and Resolution No. 331-25 Approving the Final Plat of Rosalynn Carter Place, in the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 331-25**
**APPROVING THE FINAL PLAT OF ROSALYNN CARTER PLACE, IN THE CITY OF DUBUQUE, IOWA**

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

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

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

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

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

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

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

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

8. Grass and weed cutting and garbage collection assessments: Upon motion the documents were received and filed, and Resolution No. 332-25 Authorizing the City to collect Delinquent Grass and Weed Cutting and Garbage Collection Charges in accordance with Title 6-4-3A and Title 6-8-2 of the Code of Ordinances of the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 332-25**
**AUTHORIZING THE CITY TO COLLECT DELINQUENT GRASS AND WEED CUTTING AND GARBAGE COLLECTION**

**CHARGES IN ACCORDANCE WITH TITLE 6-4-3A and TITLE 6-8-2 OF THE CODE OF ORDINANCES OF THE CITY OF DUBUQUE, IOWA**

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

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

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

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

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

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

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

Brad M Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**Schedule of Assessments**

Delinquent Grass and Weed Cutting and Garbage Collection

Location; Legal Description; Owner; Parcel #; Amount; Category

2054 Jackson; S 30'-N 60'-Lot 46 L H Langworthy's Add; Unique Touch LLC 2054 Jackson St Dubuque IA 52001; 1024214003; $199.00; garbage

2396 University; NW 95' Lot 19 Finley Waples & Burtons Add; Mid America Property Management LLC PO Box 1572 Dubuque IA 52004; 1026108001; $199.00; garbage

2416 Stafford; Lot 35 A Stines Sub; Mav Investments LLC 5461 Meadow Ct Dubuque IA 52002; 1013434005; $270.00; garbage

1669 Main; N 5.2' of M 1/5 & NM 1/5 & S 1.2' of N1/5 of City Lot 472; Swalve, Dale W & Charlene M 3424 W Florence Shannon IL 61078; 1024330015; $277.00; garbage

2270 Francis; N 1/2 of Lot 13 Tivoli Add; Mid America Property Management LLC PO Box 1572 Dubuque IA 52004; 1024129004; $133.00; garbage

2201 Washington; Lot 2-S 43'-Lot 83 L H Langworthy's Add; Mid America Property Management LLC PO Box 1572 Dubuque IA 52004; 1024203017; $257.00; garbage

581 W Locust; Lot 18 Cox's Add; L Rockdale Investments LLC 9861 Oregon St Dubuque IA 52003; 1024177026; $147.00; garbage

1669 Main; N 5.2' of M 1/5 & NM 1/5 & S 1.2' of N1/5 of City Lot 472; Swalve, Dale W & Charlene M 3424 W Florence Shannon IL 61078; 1024330015; $399.00; garbage

3599 Crescent; Lot 4 Vosberg's Center Grove Sub; Rettenmaier, Randi J & Janet M 3599 Crescent Ct Dubuque IA 52003; 1028453010; $484.00; garbage

1428 Iowa; S 26.38' of SM 1/5 & N 8.21' of S 1/5 City Lots 455; River Walk Properties LLC 3500 Dodge St, Suite 205 PMB 311 Dubuque IA 52003; 1024407004; $264.00; garbage

176 Alpine; Lot 5 & N 10' Lot 6 Julia L Langworthy's Add; Mid America Property Management LLC PO Box 1572 Dubuque IA 52004; 1025159002; $231.00; garbage

1276 Jackson; N 1/2 Lot 58 East Dubuque Add; Mullady, Betty Ann A/K/A Elizabeth A 1276 Jackson St Dubuque IA 52001; 1024435005; $604.00; garbage

2401 Windsor; Lot 1 of the Sub of Lots 1 & 2-2; and Lot 1-2 both in Windsor Ave Sub; JK Investments LLC 9120 Long Tail Ln Dubuque IA 52003; 1013453029; $191.00; garbage

632 West 8TH; Lot 25 Rogers Sub; Budde, Lance A 7697 N Indian Rdg. East Dubuque IL 61025 Land; 1025133009; $297.00; garbage

682 University; Lot 2-1-10 & Lot 1-1-1-1-11 Kellys Sub; Healey, Joseph 2586 Crissy Dr Dubuque IA 52001; 1025129018; $128.00; garbage

2830 Central; Lot 1 of Sub N 1/2-W 170' of Lot 291 Davis Farm; Maus, Neva M 2830 Central Ave Dubuque IA 52001; 1013156025; $231.00; garbage

2753 Broadway; Lot 34 South Park Hill; Mid America Property Management LLC PO Box 1572 Dubuque IA 52004; 1013304004; $257.00; garbage

2073 Jackson; Lot 3 & Lot 2-2 of E 1/2-Lots 42 & 43 L H Langworthy's Add; Stollfuss, Allison M 2073 Jackson St Dubuque IA 52001; 1024213010; $165.00; grass/weeds

2611 Central Ave; Lot 1-1-244 Davis Farm Add; Meizler, Kimberly R 22826 Glenmoor

Heights Farmington Hills MI 48336; 1013314017; $95.00; grass/weeds
2201 Del Monaco; Lot 18 Blk 11 Westchester; Swart, Antonio J 2201 Delmonaco Dr Dubuque IA 52002; 1021230028; $165.00; grass/weeds
1806 Glendale; Lot 12 Blk 1 Glenn Carris Sub; Gatena, Alfred M & Judith A 1806 Glendale Ct Dubuque IA 52001; 1022477008; $95.00; grass/weeds
1906 Ellis; N 1/2 of Lot 44 Coxs Add; Jasro LLC 1560 Langenbery Ave Iowa City IA 52240; 1024180012; $165.00; grass/weeds
1225 North Booth; Lot 2-1 Trenks Booth St Pl; Fries, Thomas A 1225 N Booth St Dubuque IA 52001; 1023483017; $165.00; grass/weeds
668 West 8TH; W 61' - EM 1/4 - Lot 43 Kellys Sub; White Pickett Fences LLC 15192 Wood Wind Ct Peosta IA 52068; 1025133003; $165.00; grass/weeds
1590 North Grandview; Lot 60 Woodlawn Park; TK Properties LLC 8911 Taylor Rd Janesville IA 50647; 1023459001; $235.00; grass/weeds
2541 Central; Lot 1-239 Davis Farm Add & Lot 1-1-5 Kiene & Altman's Sub; Nightingale LLC 1020 12th Ave SE Dyersville IA 52040; 1013314027; $165.00; grass/weeds
90 Nevada St; S 50' of Lot 10 Murphys Sub; Eulberg, Sally J 90 Nevada St Dubuque IA 52001; 1026428001; $235.00; grass/weeds
247 East 16TH; Lot 2 Van Eman Place; Kemp, Jason J 7897 Kane Rd Dubuque IA 52003; 1024268009; $130.00; grass/weeds
514 Loras Blvd; Lots 2-1-1 & 2-1 Both of the Sub of 810 A McDaniels Sub; Tk Properties LLC 8911 Taylor Rd Janesville IA 50647; 1024340001; $130.00; grass/weeds
311 East 22ND; Lot 2 Kemp's Sub; Toskey, Aaron M 311 E 22nd St Dubuque IA 52001; 1024204012; $165.00; grass/weeds
632 West 8TH; Lot 25 Rogers Sub; Budde, Lance A 7697 N Indian Rdg East Dubuque IL 61025 Land; 1025133009; $165.00; garbage
2240 Hoyt; Lot 1-3 Pfohl's Sub; Schulte, Timothy E 2240 Hoyt St Dubuque IA 52001; 1023327001; $165.00; grass/weeds
2505 Pennsylvania; Lot 1-1-E 1/2 of 2-1-2 J P Mettels Sub; Ruer, Annie M 2505 Pennsylvania Ave Dubuque IA 52001; 1027231006; $165.00; grass/weeds
461 West 16TH St; Lot 14 Morgans Sub; All American Rentals LLC 8911 Taylor Rd Janesville IA 50647; 1024329003; $165.00; grass/weeds
2501 Central; Lot 1-1-1-E 1/2-Lot 14 John King's Dubuque; DBEP Property Group LLC 1086 Johnny Martinez Tr. Bozeman MT 59715; 1013377040; $165.00; grass/weeds
715 Rose; Lot 6 Cummins Sub; Slayden, Willie B 317 E 22nd St Dubuque IA 52001; 1024355007; $165.00; grass/weeds
1266 Jackson; S 1/2 Lot 58 & N 1'6"- N 1/2 - Lot 59 East Dubuque Add; Landlord 36 Holdings LLC 3425 Painted River Lane Las Vegas NV 89129; 1024435006; $165.00; grass/weeds
730 Berkley; Lot 7 Blk 2 Sunnyview Hills Sub; Twining, Robert D II 730 Berkley Pl Dubuque IA 52001; 1014404021; $95.00; grass/weeds

9. Request for Consent to Additional Equipment and Modifications for Flagpole Cell Tower at Madison Park: Upon motion the documents were received and filed, and Resolution No. 333-25 Approving a request for Additional Equipment and Modifications to the Flagpole Cell Tower Located at Madison Park was adopted.

**RESOLUTION NO. 333-25**
**APPROVING A REQUEST FOR ADDITIONAL EQUIPMENT AND MODIFICATIONS TO THE FLAGPOLE CELL TOWER LOCATED AT MADISON PARK**

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

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

Project Description. The proposed Project includes modifying ground base and tower mounted equipment as indicated per below:

Tower Work: Remove (3) antenna(s) and (6), 1-5/8" coax cable(s), Install (3) pipe mount kit(s), (3) antenna(s), (8) PRU(s), and (2) 2.00" Hybrid trunk 6/24 4AWG. 70M cable(s).

Ground Work: Remove (1) Purcell SSC, (1) PPC and (1) model stand w/ Flexi Modules. Install (1) Delta HPL3.05 Cabinet, (1) Delta LB3 Cabinet, (1) PPC, (2) AMIA, (1) ASIB, (2) ASIL, (1) FSMF, (3) ABIA, (5) ABIL, (1) ABIO and (1) CSR IXRE V2.

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

Whereas, the Lease Agreement requires the consent of the City to any additions or modifications to the flagpole cell tower; and

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

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

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

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

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

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

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

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

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

**Project Description.** The proposed Project includes modifying ground base and tower mounted equipment as indicated per below:

Tower Work: Remove (3) antenna(s) and (6) 1-5/8" coax cable(s). Install (3) pipe mount kit(s), (3) antenna(s), (8) PRU(s). and (2) 2.00" Hybrid trunk. 6/24 4AWG. 70M cable(s).

Ground Work: Remove (1) Purcell SSC. (1) PPC and (1) model stand w/ Flexi Modules. Install (1) Delta HPL3.05 Cabinet, (1) Delta. LB3 Cabinet, (1) PPC, (2) AMIA, (1) ASIB, (2) ASIL, (1) FSMF, (3) ABIA, (5) ABIL, (1) ABIO and (1) CSR IXRE V2.

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

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

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

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

10. Approving and Establishing Authorized City Representatives to submit a draw of funds on Iowa Department of Homeland Security and Emergency Management Grant for the Bee Branch Pumping Station Project: Upon motion the documents were received and filed, and Resolution No. 334-25 Approving and Establishing Authorized City Representatives as required to submit the Grant Reimbursement Draw on the Federal and State of Iowa Department of Homeland Security and Emergency Management FEMA Grant of the Dubuque Bee Branch Gate & Pumping Station Project was adopted.

**RESOLUTION NO. 334-25**

**APPROVING AND ESTABLISHING AUTHORIZED CITY REPRESENTATIVES AS REQUIRED TO SUBMIT THE GRANT REIMBURSEMENT DRAW ON THE FEDERAL AND STATE OF IOWA DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT FEMA GRANT OF THE DUBUQUE BEE BRANCH GATE & PUMPING STATION PROJECT**

Whereas, the City Council of the City of Dubuque, Iowa wishes to submit a reimbursement draw of funds for the Federal and State of Iowa Department of Homeland Security and Emergency Management Grant (HSEMD) for the FEMA Grant received for financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act for the construction of a new stormwater pumping station, officially known as the Bee Branch Gate & Pumping Station Project, located at the 16th Street Detention Basin; and

Whereas, the City must establish authorized representatives in order to complete and submit grant application documents.

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

Section 1. That Engineering Project Manager Jim Bousley and Engineering Grant Accountant Anita Odobasic-Gonyier are hereby authorized City of Dubuque representatives for the City of Dubuque FEMA Grant for the Bee Branch Gate & Pumping Station Project.

Section 2. That the Mayor is hereby authorized and directed to execute the Designation of Applicant's Authorized Representative forms and the City Clerk is authorized and directed to attest to his signature.

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

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

11. 2024 SRF Green Alley Project - Voluntary Assessment Petition and Waiver Agreements: Upon motion the documents were received and filed, and Resolution No. 335-25 Approving Voluntary Assessment Petition and Waiver Agreements for the 2024 SRF Green Alley Project and Resolution No. 336-25

Resolution of Necessity for Voluntary Assessment Petition and Waiver Agreements for the 2024 SRF Green Alley Project were adopted.

**RESOLUTION NO. 335-25**
**APPROVING VOLUNTARY ASSESSMENT PETITION AND WAIVER AGREEMENTS FOR THE 2024 SRF GREEN ALLEY PROJECT**

Whereas, High Performance Properties LLC and RoyalLine Rentals, LLC have requested and consented to a voluntary assessment to repair private retaining wall on their property which will be completed as part of the 2024 SRF Green Alley Project; and

Whereas, Hunter Lisk and Ronald Then have requested and consented to a voluntary assessment to repair private retaining wall on their property which will be completed as part of the 2024 SRF Green Alley Project.

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

That the attached Voluntary Assessments Petition and Waiver Agreements for the 2024 SRF Green Alley Project are hereby approved.

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

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. 336-25**
**RESOLUTION OF NECESSITY FOR VOLUNTARY ASSESSMENT PETITION AND WAIVER AGREEMENTS FOR THE 2024 SRF GREEN ALLEY PROJECT**

Whereas, Voluntary Assessment Petition and Waiver Agreements for High Performance Properties LLC / RoyalLine Rentals, LLC, and Hunter Lisk / Ronald Then for the 2024 SRF Green Alley Project have been duly prepared and approved by the City Council of the City of Dubuque and ordered placed on file in the office of City Clerk.

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

The 2024 SRF Green Alley Project will provide:

The properties that requested and agreed to the voluntary assessments are as follows:

<u>High Performance Properties LLC and RoyalLine Rentals, LLC</u>

- Address: 1638 Iowa Street
- Legally described as: South Middle 1/5 of Out Lot 453 in the City of Dubuque, Iowa
- Voluntary assessment amount: $44,000

<u>Hunter Lisk and Ronald Then</u>

- Address: 1658 Iowa Street
- Legally described as: South 49.655 feet of the Middle 1/5th of Out Lot 453 in the City of Dubuque, Iowa
- Voluntary assessment amount: $26,000

That the City Council deems it advisable and necessary for the public welfare to make the herein mentioned improvements.

Said improvements shall be constructed in accordance with the plans and specifications which have been approved by the City Council and are now on file in the Office of the City Clerk. The cost of making such improvement will be assessed against property lying with the assessment limits.

The above resolution was introduced, approved and ordered placed on file with the City Clerk this 20th day of October 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

12. Trackline Sanitary Sewer Reconstruction Project - Consulting Engineering Services RFQ Award: City Manager recommended WHKS & Co for engineering services for the design of the Track Line Sanitary Sewer Reconstruction Project and authorize the City Manager to negotiate an agreement and execute a contract not to exceed $500,000 with WHKS & Co for said services. Upon motion the documents were received, filed, and approved.

13. Signed Contracts: Continental Fire Sprinkler Company for Fire Protection System Repair, Replace, and Test Fire Sprinkler Heads-Acceptance of Quote and Contract; Dubuque Community School District for School Resources Officers for School Year 2025- 2026; Dubuque Fire Equipment for Various maintenance on fire extinguishers and other fire equipment; Dubuque Initiatives for professional services; Duke's for Root Roaming Sewer Pipe; Eide Bailly LLP Master Services Agreement; Green Iowa AmeriCorps for the AmeriCorps Host Site; LBC Framing and Electrical for Various electrical & framing work at 6 fire stations; Resilient Mind Psychology, LLC for Psychological Services provided to City of Dubuque Police Department; Shane Steffen for mowing, bailing, and removal of hay services at Dubuque Technology Park; Strand Associates for the Water and Resource Recovery Center Phase 1 2024 Motor Control Center Communication and Programmable Logic Controller Upgrades – Bidding-and-Construction-Related Services; Terracon for Geotechnical Engineering Services for Old Mill Road Lift Station Phase 3; Terracon for Geotechnical Engineering Services for Old Mill Road Lift Station Phase 4; Top Grade Excavating for Storm Sewer Pipe

Replacement at Fire Station 2 (2180 JFK Road). Upon motion the documents were received and filed.

14. Abstract of Votes - 2025 Primary Election: City Clerk transmitted the Abstract of Votes for the October 7, 2025, Primary Election as certified by the Dubuque County Board of Supervisors. Upon motion the documents were received and filed.

**Abstract of Votes, Dubuque County, Iowa.**

We, the undersigned members of the Board of Supervisors, and ex officio Board of County Canvassers, for Dubuque County, hereby certified the following to be a true and correct abstract of the votes cast in this County at the 2025 DBQ City Primary Election held on the 7th day of October, 2025, as shown by the tally lists returned from the several election precincts.

For the office of DUBUQUE CITY COUNCIL, WARD ONE. There were One thousand seven hundred fifty-seven (1757) votes cast ss followed: DeLano D, Cain-Watson received eighty-five (85) votes. Carmen Hernandez received eight hundred twenty-four (824) votes. Tyson Leyendecker received eight hundred forty-eight (848) votes.

We Therefore declare Carmen Hernandez and Tyson Leyendecker duly elected to go on to the City Regular Election November 4, 2025.

For the office of MAYOR, there were Five thousand one hundred twenty-seven (5127) votes cast as followed: Deb Borley received three hundred eighty-six (386) votes. Brad Cavanagh received two thousand eight hundred twenty (2820) votes. Jason Davis received one thousand nine hundred twenty-one (1921) votes.

We Therefore declare Brad Cavanagh and Jason Davis duly elected to go on to the City Regular Election, November 4, 2025.

In testimony whereof, we have set our hands and caused this to be attested by the Clerk of the board of supervisors, with the seal of this county.

Done at Dubuque City, the county seat of this County, this 9th day of October 2025

/s/Harley Pothoff
/s/Ann McDonough
/s/Wayne Kenniker
Members of the Board of Supervisor and ex-officio County Board of Canvassers.

Attest. /s/Keith Lucy
County Auditor and Clerk of the Board of Elections.

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

16. Approval of Retail Alcohol Licenses: Upon motion the documents were received and filed, and Resolution No. 337-25 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits was adopted.

**RESOLUTION NO. 337-25**
**APPROVING APPLICATIONS FOR RETAIL ALCOHOL LICENSES, AS REQUIRED BY CITY OF DUBUQUE CODE OF ORDINANCES TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 2 LIQUOR CONTROL, ARTICLE B LIQUOR, BEER AND WINE LICENSES AND PERMITS**

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:

<u>New Applications</u>

El Dorado II, 3333 Asbury Rd., Suite A
ReveLuna, 197 Main St.
Captured on Canvas, 555 John F. Kennedy Rd. Unit 646

Renewals
Aldi 81 Dubuque, 2596 Dodge St.
Aldi 80, 2160 Holliday Dr.
Baraboo's On Main, 345 Main St.
Barrel House Dubuque, 299 Main St.
Blend Business Dining, 700 Locust St.
Canfield Hotel, 36 West 4th St.
Dimensional Brewing Co., 67 Main St.
Dusty's Doghouse Lounge, 1646 Asbury Rd.
Europa Haus Restaurant & Bierstube, 1301 Rhomberg Ave.
Fast Freddy's, 3130 Jackson St.
Happy Joes Pizza, 855 Century Dr.
Huhot Mongolian Grill, 555 J.F. Kennedy Rd., 685
ImOn Arena, 1800 Admiral Sheehy Dr.
Jumpers Sports Bar & Grill, 2600 Dodge St., Suite C
Knickers Saloon, 2186 Central Ave.
Kwik Stop 300, 1215 East 16th St.
Kwik Stop 858, 3340 John F Kennedy Rd.
Lina's Lounge, 2055 Holliday Dr., 580
Loras College - Athletic and Wellness Center, 1600 Loras College Parkway
Wicked Dame, 214 West 1st St.
Yen Ching Restaurant, 926 Main St.
Special Event(s) per Special Event Application Submittal Provisional Issuances
Dubuque Jaycees - Tour de Give, 10-17-25 to 10-21-25, Public Alley between 890 Iowa Street and 897 Central Avenue/Pocket Park
Clarke University of Dubuque, 10-18-25, Adding lawn area in front of RC and Celeste Wahlert Atrium
New Applications Provisional Issuances
Guru Kirpa, 2100 John F Kennedy Rd.
Dubuque Museum of Art, Permanently moved from 350 East Third St. to 1000 Jackson St.

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

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**ITEMS SET FOR PUBLIC HEARING**

Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Sprank. Motion carried 7-0.

1. Resolution Setting a Public Hearing on a Proposed Assignment and Assumption Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC: Upon motion the documents were received and filed and Resolution No. 338-25 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on an Assignment and Assumption Agreement of the Downtown Rehabilitation Loan Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC for property at 39 Bluff Street was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 3, 2025 in the Historic Federal Building.

**RESOLUTION NO. 338-25**
**FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON AN ASSIGNMENT AND ASSUMPTION AGREEMENT OF THE DOWNTOWN REHABILITATION LOAN AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND FRANKLIN INVESTMENTS, LLC TO FRANKLIN APARTMENTS, LLC FOR PROPERTY AT 39 BLUFF STREET**

Whereas, the City of Dubuque, Iowa (City), and Franklin Investments, LLC entered into a Downtown Rehabilitation Loan Agreement dated December 21, 2020; and

Whereas, Franklin Investments, LLC granted to City a Mortgage recorded on March 29, 2021, as Instrument No. 2021-00004804; and

Whereas, Franklin Investments, LLC and Franklin Apartments, LLC have entered into a certain Purchase Agreement dated October 1, 2025, pursuant to which, Franklin Investments, LLC has agreed to assign all of its rights, title, and interests in, and Franklin Apartmetns, LLC has agreed to assume all of Franklin Investments, LLC's duties and obligations under the Downtown Rehabilitation Loan Agreement and Instrument No. 2021-00004804; and

Whereas, the City Council of the City of Dubuque finds that consent to the Assignment and Assumption Agreement is in the best interests of the City of Dubuque; and

Whereas, before said consent may be given, Iowa Code Section 364.7 requires that the City Clerk publish a notice of the City's intent to consent and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City's intent to approve the Assignment and Assumption Agreement by and between Franklin Investments, LLC and Franklin Apartments, LLC, to be held on the 3rd day of November 2025 at 6:30 p.m. The official agenda will be posted the Friday before the meeting and will contain listening, viewing, and public input options. The City Council agenda may be accessed at

https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of approving the Assignment and assumption Agreement by and between Franklin Investments, LLC and Franklin Apartments, LLC

Section 3. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said Obligations.

Section 4. That the notice of the meeting shall be in substantially the form attached hereto.

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

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

2. Resolution Setting a Public Hearing on a Subordination Agreement by and among the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank: Upon motion the documents were received and filed and Resolution No. 339-25 Setting a Public Hearing for a Subordination Agreement by and among the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank for interest in city property located at 39 Bluff Street was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 3, 2025 in the Historic Federal Building.

**RESOLUTION NO. 39-25**

**SETTING A PUBLIC HEARING FOR A SUBORDINATION AGREEMENT BY AND AMONG THE CITY OF DUBUQUE, IOWA, FRANKLIN APARTMENTS, LLC, AND PREMIER BANK FOR INTEREST IN CITY PROPERTY LOCATED AT 39 BLUFF STREET**

Whereas, the City of Dubuque, Iowa, (City) and Franklin Investments, LLC previously entered into a Development Agreement dated April 4, 2011, and a Downtown Rehabilitation Loan Agreement dated December 21, 2020 (the Agreements) for the rehabilitation of 39 Bluff Street (the Project) legally described as follows:

> Lot 2-1 & 2-2 of City Lot 595 City Lots 596, 597, & 597A Lot 2-1-2 & Lot 2-2 of City Lot 600 & Lots 3 Thru 6 of City Lot 600in the City of Dubuque (the Property); and

Whereas, the Agreements include the award of a $300,000 Downtown Rehabilitation Loan (the Loan) for the purpose of stimulating reinvestment in the Greater Downtown Urban Renewal District; and

Whereas, the Project meets the requirements of the Loan; and

Whereas, as security for the Loan, Franklin Investments, LLC previously granted to City a mortgage on the Property (the City Mortgage); and

Whereas, Franklin Investments, LLC intends to assign its right to take title to the Property to Franklin Apartments, LLC pursuant to an Assignment of Development Agreement and Assignment and Assumption Agreement related to the Loan; and

Whereas, Franklin Apartments, LLC in the Assignment of Development Agreement and Assignment and Assumption Agreement agrees to be bound by all of the terms and conditions of the Development Agreement and the Loan; and

Whereas, Premier Bank is financing the purchase of the Property for Franklin Apartments, LLC which includes a mortgage (the Premier Bank Mortgage) and requires that the City Mortgage be subordinate to the Premier Bank Mortgage pursuant to a Subordination Agreement; and

Whereas, the City Council has tentatively determined that approval of the Subordination Agreement is in the public interest of the City of Dubuque; and

Whereas, before said Subordination Agreement may be approved, Iowa Code Section 364.7 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City's intent to subordinate a mortgage securing interest in real estate, to be held on the 3rd day of November 2025, at 6:30 p.m. The official agenda will be posted the Friday before the meeting and will contain listening, viewing, and public input options. The agenda can be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of subordinating a mortgage securing interest in real estate.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the subordination of a mortgage securing interest in real estate.

Section 4. That the notice of the proposed action to subordinate shall be in substantially the form attached hereto.

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

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Resolution Setting a Public Hearing on a Proposed Assignment of Development Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC: Upon motion the documents were received and filed and Resolution No. 340-25 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on an Assignment of the Development Agreement by and between the City of Dubuque and Franklin Investments, LLC to Franklin Apartments, LLC was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 3, 2025 in the Historic Federal Building.

**RESOLUTION NO. 340-25**
**FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON AN ASSIGNMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND FRANKLIN INVESTMENTS, LLC TO FRANKLIN APARTMENTS, LLC**

Whereas, Franklin Investments, LLC entered into a Development Agreement dated April 4, 2011, with the City of Dubuque, Iowa, providing certain rights and obligations with respect to the property legally described as follows:

> Lot 2-1 & 2-2 of City Lot 595 City Lots 596, 597, & 597A Lot 2-1-2 & Lot 2-2 of City Lot 600 & Lots 3 Thru 6 of City Lot 600in the City of Dubuque Locally known as 39 Bluff Street (the Property); and

Whereas, Franklin Investments, LLC intends to assign its rights under the Development Agreement to Franklin Apartments, LLC pursuant to an Assignment of Development Agreement, attached hereto; and

Whereas, Franklin Apartments, LLC in the Assignment of Development Agreement agrees to be bound by all of the terms and conditions of the Development Agreement; and

Whereas, the City Council of the City of Dubuque, Iowa finds that consent to the Assignment of Development Agreement is in the best interests of the City of Dubuque; and

Whereas, before said consent may be given, Iowa Code Section 364.7 requires that the City Clerk publish a notice of the City's intent to consent and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City's intent to approve the Assignment of Development Agreement by and between Franklin Investments, LLC and Franklin Apartments, LLC, to be held on the 3rd day of November 2025 at 6:30 p.m. The official agenda will be posted the Friday before the meeting and will contain listening, viewing, and public input options. The City Council agenda may be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of approving the Assignment of Development Agreement by and between Franklin Investments, LLC and Franklin Apartments, LLC

Section 3. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said Obligations.

Section 4. That the notice of the meeting shall be in substantially the form attached hereto.

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

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

4. Ambassador Court Storm Sewer Replacement Project - Initiate Public Bidding Process and Setting Date for a Public Hearing: Upon motion the documents were received and filed and Resolution No. 341-25 Ambassador Court Storm Sewer Replacement Project: Preliminary Approval of Plans, Specifications, Form of Contract, and Estimated Cost; Setting Date of Public Hearing on

Plans, Specifications, Form of Contract, and Estimated Cost; and ordering the Advertisement for Bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 3, 2025 in the Historic Federal Building.

**RESOLUTION NO. 341-25**
**AMBASSADOR COURT STORM SEWER REPLACEMENT PROJECT - PRELIMINARY APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; SETTING DATE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; AND ORDERING THE ADVERTISEMENT FOR BIDS**

Whereas, the Ambassador Court Storm Sewer Replacement Project will provide for the extension of 380 feet of storm sewer along Embassy West Drive to address a drainage issue on Ambassador Court. The current drainage system for Ambassador Court is tasked with accommodating drainage from parts of Pennsylvania and Embassy West Drive. Due to capacity issues, stormwater overwhelms the existing storm sewer such that stormwater will flow out of the system and flood Ambassador Court from curb to curb and flooding adjacent homes.

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

The proposed plans, specifications, form of contract and estimated cost for the Ambassador Court Storm Sewer Replacement Project in the estimated construction amount $ 128,830.50 are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

A public hearing will be held on the 3rd day of November, 2025, at 6:30 p.m. in the Historic Federal Building Council Chambers 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the attached notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

The Ambassador Court Storm Sewer Replacement Project is hereby ordered to be advertised for bids for construction.

The amount of the security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders hereby approved.

The City Engineer is hereby directed to advertise for bids for the construction of the improvements herein provided, by publishing the Notice to Bidders to be published on the City of Dubuque website and a contractor plan room service with statewide circulation, which notice shall be published not less than thirteen but not more than forty-five days before the date for filing bids before 2:00 p.m. on the 6th day of November 2025. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 17th day of November 2025, in the Historic Federal Building Council Chambers 350 West 6th Street, Dubuque, Iowa.

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

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Setting a Public Hearing to Approve a Proposed Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and Pier Pressure Marine IA, Inc.: Upon motion the documents were received and filed and Resolution No. 342-25 Setting a Public Hearing to consider the Amended and Restated Lease Agreement by and between the City of Dubuque and Pier Pressure Marine IA, Inc. for real property in the City of Dubuque, Iowa was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 3, 2025 in the Historic Federal Building.

**RESOLUTION NO. 342-25**
**SETTING A PUBLIC HEARING TO CONSIDER THE AMENDED AND RESTATED LEASE AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND PIER PRESSURE MARINE IA, INC. FOR REAL PROPERTY IN THE CITY OF DUBUQUE, IOWA**

Whereas, The City of Dubuque, Iowa (City) previously entered into a Lease Agreement dated October 29, 1956, with Pier Pressure Marine IA, Inc. under which Pier Pressure Marine IA, Inc. leases the following-described real property in Dubuque County, Iowa:

River Front Sub No 3 Blk 3 Bldg on Leased Land; and

Whereas, Pier Pressure Marine IA, Inc. and City wish to amend and restate the Lease Agreement with the Amended and Restated Lease Agreement attached hereto; and

Whereas, the City Council finds that it is in the best interest of the City of Dubuque to approve the Amended and Restated Lease

Agreement, subject to the required public hearing.

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

Section 1. The City Clerk is hereby authorized and directed to cause this Resolution and a Notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City Council's intent to approve the proposed Amended and Restated Lease Agreement, to be held on the 3rd day of November, 2025 at 6:30 p.m., to be held at 350 West 6th Street, for the purpose of receiving public input and comment regarding the proposed Amended and Restated Lease Agreement between City of Dubuque and Pier Pressure Marine IA, Inc..

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing the Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa and Pier Pressure Marine IA, Inc.

Section 3. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting.

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

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**BOARDS/COMMISSIONS**

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

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

**PUBLIC HEARINGS**

1. Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Motion by Sprank to receive and file the documents and adopt Resolution No. 343-25 Approving a Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC for the Redevelopment of the property at 2541 Central Avenue, Including The Issuance of Urban Tax Increment Revenue Obligations. Seconded by Wethal. Van Milligen noted that the Downtown Housing Incentive Grant allows the city to use tax revenue generated by the increased property value from the development to provide incentives. The City Council commended the project for revitalizing Central Avenue and supporting small-scale development. Motion carried 7-0.

**RESOLUTION NO. 343-25**

**APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND HITZLER RENTAL, LLC FOR THE REDEVELOPMENT OF THE PROPERTY AT 2541 CENTRAL AVENUE, INCLUDING THE ISSUANCE OF URBAN TAX INCREMENT REVENUE OBLIGATIONS**

Whereas, Hitzler Rental, LLC will be as of the Closing Date the owner of the property legally described as follows:

> Lot 1 of Lot 1 of Lot 5 of Kiene & Altman's Subdivision in the City of Dubuque, Iowa; and Lot 1-239 of Davis Farm Addition in the City of Dubuque, Iowa locally known as 2541 Central Avenue (the Property); and

Whereas, the City Council, by Resolution No. 316-25, dated October 6, 2025, declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and Hitzler Rental, LLC, for the redevelopment of the Property, including the issuance of Urban Renewal Tax Increment Revenue Obligations; and

Whereas, pursuant to published notice, a public hearing was held on the proposed Development Agreement on October 20, 2025, at 6:30 p.m.; and

Whereas it is the determination of the City Council that approval of the Development Agreement by and between the City of Dubuque, Iowa, and Hitzler Rental, LLC for redevelopment of the Property, according to the terms and conditions set out in the Development Agreement, is in the public interest of the City of Dubuque.

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

Section 1. The Development Agreement by and between the City of Dubuque, Iowa, and Hitzler Rental, LLC, a copy of which is attached hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and

directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Development Agreement as herein approved.

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

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

2. Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and 1248 Iowa St, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Motion by Jones to receive and file the documents and adopt Resolution No. 344-25 Approving a Development Agreement by and between the City of Dubuque, Iowa and 1248 Iowa St, LLC for the Redevelopment of the property at 1236-1248 Iowa Street, Including the Issuance of Urban Tax Increment Revenue Obligations. Seconded by Wethal. Brumwell noted that it's not unusual for the primary lender to hold the first secured position for repayment of a loan. Economic Development Director Jill Connors added that the city typically subordinates its loans in this manner, and that City Council-approved housing incentives are applied consistently. City Council commended the project. Motion carried 7-0.

**RESOLUTION NO. 344-25**
**APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND 1248 IOWA ST, LLC FOR THE REDEVELOPMENT OF THE PROPERTY AT 1236-1248 IOWA STREET, INCLUDING THE ISSUANCE OF URBAN TAX INCREMENT REVENUE OBLIGATIONS**

Whereas, 1248 Iowa St, LLC is the owner of the property legally described as follows:

TRACT I: The South 1/5 of Out Lot 457 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof.

TRACT II: The South ½ of the South Middle 1/5 of Out Lot 457 in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Town of Dubuque, Iowa.

TRACT III: The Middle 1/5 of Out Lot 457, and, the North ½ of the South Middle 1/5 of Out Lot 457 in the City of Dubuque, Iowa, according to the United States Commissioners' Map thereof locally known as 1236-1248 Iowa Street (the Property); and

Whereas, the City Council, by Resolution No. 318-25, dated October 6, 2025, declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and 1248 Iowa St, LLC, for the redevelopment of the Property, including the issuance of Urban Renewal Tax Increment Revenue Obligations; and

Whereas, pursuant to published notice, a public hearing was held on the proposed Development Agreement on October 20, 2025, at 6:30 p.m.; and

Whereas it is the determination of the City Council that approval of the Development Agreement by and between the City of Dubuque, Iowa, and 1248 Iowa St, LLC for redevelopment of the Property, according to the terms and conditions set out in the Development Agreement, is in the public interest of the City of Dubuque.

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

Section 1. The Development Agreement by and between the City of Dubuque, Iowa, and 1248 Iowa St, LLC, a copy of which is attached hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Development Agreement as herein approved.

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

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and Ned Oberbroeckling Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Motion by Roussell to receive and file the documents and adopt Resolution No. 345-25 Approving a Development Agreement by and between the City of Dubuque, Iowa, and Ned Oberbroeckling for the Redevelopment of the property at 372 Main Street, Including the Issuance of Urban Tax Increment Revenue Obligations. Seconded by Wethal. City Council members recognized and commended the project's use of multiple grants, emphasizing that they impose no cost on the city. Motion carried 7-0.

**RESOLUTION NO. 345-25**
**APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA, AND NED OBERBROECKLING FOR THE REDEVELOPMENT OF THE PROPERTY AT 372 MAIN**

**STREET, INCLUDING THE ISSUANCE OF URBAN TAX INCREMENT REVENUE OBLIGATIONS**

Whereas, Ned Oberbroeckling is the owner of the property legally described as follows:

> The Northerly 21 & 4/12ths feet (less the Northerly 8 inches thereof) of Lot 11, (assessed as the North 1/3 of Lot 11) in the City of Dubuque, Iowa, according to the United States Commissioners' Map of the Survey of the Town of Dubuque, Iowa. locally known as 372 Main Street (the Property); and

Whereas, the City Council, by Resolution No. 317-25, dated October 6, 2025, declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and Ned Oberbroeckling, for the redevelopment of the Property, including the issuance of Urban Renewal Tax Increment Revenue Obligations; and

Whereas, pursuant to published notice, a public hearing was held on the proposed Development Agreement on October 20, 2025, at 6:30 p.m.; and

Whereas it is the determination of the City Council that approval of the Development Agreement by and between the City of Dubuque, Iowa, and Ned Oberbroeckling for redevelopment of the Property, according to the terms and conditions set out in the Development Agreement, is in the public interest of the City of Dubuque.

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

Section 1. The Development Agreement by and between the City of Dubuque, Iowa, and Ned Oberbroeckling, a copy of which is attached hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Development Agreement as herein approved.

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

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

4. Comiskey Park Environmental Covenant: Motion by Sprank to receive and file the documents and adopt Resolution No. 346-25 Approving the Iowa Land Recycling Program Environmental Covenant between the city of Dubuque, Iowa and the Iowa Department of Natural Resources. Seconded by Wethal. Brumwell explained that the covenant is part of the Iowa Land Recycling Program and is a common step to clarify the city's obligations. Van Milligen noted that dozens of properties citywide have similar covenants, most not city-owned, and that the contamination at the subject property originated from a neighboring private party. Motion carried 7-0.

**RESOLUTION NO. 346-25**
**APPROVING THE IOWA LAND RECYCLING PROGRAM ENVIRONMENTAL COVENANT BETWEEN THE CITY OF DUBUQUE, IOWA AND THE IOWA DEPARTMENT OF NATURAL RESOURCES**

Whereas, the City of Dubuque, Iowa is the owner of the property known as Comiskey Park, described in the attached Environmental Covenant, Exhibit A; and

Whereas, the cleanup of the property at Comiskey Park is complete but the groundwater beneath the property remains contaminated from adjacent property; and

Whereas, the Iowa Department of Natural Resources has requested that the City Council adopt the Environmental Covenant which imposes limitations on the use of the property and places other restrictions and conditions on the property; and

Whereas, the City Council finds that the adoption of the Environmental Covenant is in the best interests of the City of Dubuque.

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

Section 1. The Environmental Covenant is hereby approved.

Section 2. The Mayor is hereby authorized and directed to sign the Environmental Covenant on behalf of the City of Dubuque.

Section 3. The City Clerk is hereby authorized and directed to record the Environmental Covenant with the Dubuque County Recorder.

Section 4. The City Manager is hereby authorized and directed to take such action as may be appropriate to carry out the terms and conditions of the Environmental Covenant.

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

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Fiscal Year 2026 First Budget Amendment: Motion by Jones to receive and file the documents and adopt Resolution No. 347-25 Amending the Current Budget for Fiscal Year Ending June 2026 (As Last Certified or Amended on 04/28/2025). Seconded by Wethal. In response to questions, Van Milligen explained that several projects will begin this year and be completed next year due to the late season and the need for community input on park equipment replacements.

He noted that the 14th Street overpass project requires a time-consuming environmental review as part of the federal funding process. He added that while the city maintains park equipment well, it eventually needs replacement and community preferences change over time. City Council members noted that the city's parks are unique and that several projects were approved at the previous meeting after funding was identified. Motion carried 7-0.

**CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2026 - AMENDMENT # 1**

To the Auditor of DUBUQUE County, Iowa: The City Council of DUBUQUE in said County/Counties met on 10/20/2025 06:30 PM, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. Thereupon, the following resolution was introduced.

**RESOLUTION No. 347-25**

**A RESOLUTION AMENDING THE CURRENT BUDGET FOR FISCAL YEAR ENDING JUNE 2026 (AS LAST CERTIFIED OR AMENDED ON 04/28/2025)**

Be it Resolved by the Council of City of DUBUQUE

Section 1. Following notice published/posted 10/10/2025 and the public hearing held 10/20/2025 06:30 PM the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at the hearing:

| REVENUES & OTHER FINANCING SOURCES | | Total Budget as Certified or Last Amended | Current Amendment | Total Budget After Current Amendment |
|---|---|---|---|---|
| Taxes Levied on Property | 1 | 29,172,794 | 0 | 29,172,794 |
| Less: Uncollected Delinquent Taxes - Levy Year | 2 | 0 | 0 | 0 |
| Net Current Property Tax | 3 | 29,172,794 | 0 | 29,172,794 |
| Delinquent Property Tax Revenue | 4 | 0 | 0 | 0 |
| TIF Revenues | 5 | 0 | 0 | 0 |
| Other City Taxes | 6 | 24,685,619 | 0 | 24,685,619 |
| Licenses & Permits | 7 | 4,477,648 | 0 | 4,477,648 |
| Use of Money & Property | 8 | 22,190,268 | 45,440,785 | 67,631,053 |
| Intergovernmental | 9 | 58,245,768 | 0 | 58,245,768 |
| Charges for Service | 10 | 52,698,361 | -75,000 | 52,623,361 |
| Special Assessments | 11 | 117,657 | 0 | 117,657 |
| Miscellaneous | 12 | 15,227,555 | 6,138,146 | 21,365,701 |
| Other Financing Sources | 13 | 29,356,784 | 46,340,214 | 75,696,998 |
| Transfers In | 14 | 45,969,433 | 9,899,509 | 55,868,942 |
| Total Revenues & Other Sources | 15 | 282,141,887 | 107,743,654 | 389,885,541 |
| EXPENDITURES & OTHER FINANCING USES | | | | |
| Public Safety | 16 | 40,879,248 | 1,172,163 | 42,051,411 |
| Public Works | 17 | 17,726,454 | 4,522,570 | 22,249,024 |
| Health and Social Services | 18 | 1,107,942 | 99,948 | 1,207,890 |
| Culture and Recreation | 19 | 17,924,093 | 1,757,426 | 19,681,519 |
| Community and Economic Development | 20 | 22,517,323 | 6,292,714 | 28,810,037 |
| General Government | 21 | 16,444,880 | 2,170,542 | 18,615,422 |
| Debt Service | 22 | 12,424,200 | 0 | 12,424,200 |
| Capital Projects | 23 | 48,304,740 | 101,039,616 | 149,344,356 |
| Total Government Activities Expenditures | 24 | 177,328,880 | 117,054,979 | 294,383,859 |
| Business Type/Enterprise | 25 | 98,856,209 | 72,364,236 | 171,220,445 |
| Total Gov Activities & Business Expenditures | 26 | 276,185,089 | 189,419,215 | 465,604,304 |
| Transfers Out | 27 | 45,969,433 | 9,899,509 | 55,868,942 |
| Total Expenditures/Transfers Out | 28 | 322,154,522 | 199,318,724 | 521,473,246 |
| Excess Revenues & Other Sources Over (Under) Expenditures /Transfers Out | 29 | -40,012,635 | -91,575,070 | -131,587,705 |
| Beginning Fund Balance July 1, 2025 | 30 | 107,815,546 | 86,248,805 | 194,064,351 |
| Ending Fund Balance June 30, 2026 | 31 | 67,802,911 | -5,326,265 | 62,476,646 |
| Explanation of Changes: This amendment adds capital budget carryovers of $99,461,931 & associated revenue of $84,855,153 & encumbrance carryovers of $74,048,640 (continuing appropriation authority). Adds operating budget carryovers of $5,092,687 & associated revenue of $3,539,873, requiring a formal amendment. Also included is $6,978,396 increase in capital expense. Capital revenue increase of $9,669,498. Operating expense increase of $3,837,661 and operating revenue decrease of $220,379. Interfund transfers of $9,899,509. | | | | |

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

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**PUBLIC INPUT**

David Barba, 208 Bluff St., Executive Director of Dubuque Main Street, summarized the organization's successful event attendance, improvements in identifying expenditure savings, and shared information on the upcoming State of Main event.

**ACTION ITEMS**

1. Grand River Center Presentation of Fiscal Year 2025 Annual Report: Motion by Roussell to receive and file the documents and hear the presentation. Seconded by Resnick. Grand River Center and Five Flags Civic Center General Manager Ryan Bonifas presented on the Grand River Center's Fiscal Year 2025 Annual Report. In response to questions, Bonifas noted that additional hotel rooms would benefit the Grand River Center and that construction of the Grand River Center on a former landfill has caused shifting that requires some costly out-of-town repairs. City Council Members commended Grand River Center's efforts and emphasized the need for more hotels. Motion carried 7-0.

2. Approving a Contract with Dubuque Main Street Providing Funds for its SWAP Grant Program: Motion by Jones to receive and file the documents and adopt Resolution No. 348-25 Approving a Grant Administration Agreement with Dubuque Main Street, Ltd. to Administer the Swap Grant Program, Including City Funding. Seconded by Wethal. Connors outlined the city's support for small-scale development and noted that Dubuque Main Street's existing program avoids duplication of efforts. Dubuque Main Street Executive Director David Barba explained that while Dubuque County created the SWAP Grant Program name, Dubuque Main Street developed the program title 'Space and Workplace Activation Program' to match the acronym. City Council Members commended the program and the city's collaboration. Motion carried 7-0.

**RESOLUTION NO. 348-25**
**APPROVING A GRANT ADMINISTRATION AGREEMENT WITH DUBUQUE MAIN STREET, LTD. TO ADMINISTER THE SWAP GRANT PROGRAM, INCLUDING CITY FUNDING**

Whereas, City of Dubuque funds (the Funds) have been allocated for the purpose of supporting downtown storefront redevelopment; and

Whereas, the City Manager has purview over the use of the Funds; and

Whereas, the City Manager has reviewed and approved the use of the Funds to support Dubuque Main Street, Ltd.'s SWAP Grant Program (the Grant); and

Whereas, Dubuque Main Street, Ltd. has the implementation infrastructure necessary to administer the Grant; and

Whereas, the City Council finds that it is in the interests of the City of Dubuque to approve the Grant Administration Agreement with Dubuque Main Street, Ltd. to administer the Grant.

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

Section 1. That the Grant Administration Agreement between the City of Dubuque, Iowa, and Dubuque Main Street, Ltd., a copy of which is attached hereto, is hereby approved.

Section 2. That the City Manager is hereby authorized and directed to execute the Grant Administration Agreement on behalf of the City of Dubuque.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Grant Administration Agreement.

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

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Quarterly Update on New Housing Projects Video: Motion by Roussell to receive and file the documents and view the video. Seconded by Farber. Communications Office staff showed a quarterly update video on new housing projects within the city. The video can also be viewed on the City of Dubuque YouTube channel at https://youtu.be/ZOkxJy781Yg?si=AX-SW9feMIx_wqdX. Motion carried 7-0.

**COUNCIL MEMBER REPORTS**

Jones reported on a Dubuque Area Retired School Personnel Association meeting, the League of Women Voters of Dubuque Candidate Forum, the ribbon cutting for Crescent Community Health Center's expanded dental clinic, the Envision 2030 event, and the recent passings of Dave Bidler and Dave Roberts.

Roussell reported on a Dubuque Trees Forever tree planting event with Branching Out Dubuque, the University of Dubuque volleyball team volunteering at the community orchard, and Dubuque Main Street's upcoming State of Main awards.

Farber reported on the Telegraph Herald's Salute to Women Awards, for which she delivered the keynote address. Farber also reported on the Dubuque Symphony Orchestra's first chamber music concert and on

technology committee meetings with the National League of Cities (NLC).

Sprank reported on the Dubuque Area Labor Harvest's food giveaway event, the Latinx Fiesta, the League of Women Voters of Dubuque Candidate Forum, the ribbon cutting for Crescent Community Health Center's expanded dental clinic, the Envision 2030 event, and the Women in Law Enforcement fundraiser.

Wethal reported that the Dubuque Symphony Orchestra invited visiting musicians to local schools, the Latinx Fiesta, and the Dubuque Museum of Art's opening at its temporary location in the Dupaco Voices building.

Resnick reported on dining at Breitbach's Country Dining in Balltown.

Cavanagh reported on the Latinx Fiesta.

### CLOSED SESSION

Motion by Jones to convene in closed session at 8:10 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

The City Council reconvened in open session at 9:21 p.m. stating that staff had been given proper direction.

### ADJOURNMENT

There being no further business, Mayor Cavanagh declared the meeting adjourned at 9:21 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

## CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS REGULAR SESSION OFFICIAL

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

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

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

### PLEDGE OF ALLEGIANCE

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

### PRESENTATIONS

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

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

### PROCLAMATIONS

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

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

### CONSENT ITEMS

Roussell requested Item No. 9 be held for separate discussion. Motion by Resnick to receive and file the documents, adopt the

resolutions, and dispose of as indicated, except Item No. 9. Seconded by Farber. Motion carried 7-0.

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

2. Notice of Claims and Suits: Tyendra Glover for vehicle damage; Braden Lechtenberg for vehicle damage; Duane Pitcher for loss of revenue. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Disposition of Claims: City Attorney advised that the following claims have been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Tyendra Glover for vehicle damage; Braden Lechtenberg for vehicle damage; Duane Pitcher for loss of revenue. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 349-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 349-25**
**AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

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 3rd day of November 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Authorized Depository Institutions: Upon motion the documents were received and filed, and Resolution No. 350-25 Naming Depository Institutions and Setting Limits for Deposits was adopted.

**RESOLUTION NO. 350-25**
**NAMING DEPOSITORY INSTITUTIONS AND SETTING LIMITS FOR DEPOSITS**

Whereas, Iowa Code Chapter 12C.2 states that approval of a financial institution as a depository shall be by written resolution or order which shall be entered into the record in the minutes of the approving board, and which shall distinctly name each depository approved, and specify the maximum amount which may be kept on deposit in each depository; and

Whereas, this procedure is required if a financial institution changes its name or home office location, if the maximum amount is changed, or if a financial institution is added or deleted.

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

The following financial institutions are approved to be depository institutions up to the listed amounts for the City of Dubuque, Iowa in conformance with all applicable provisions of Chapter 12C of the Iowa Code and the City Treasurer is hereby authorized to deposit City of Dubuque funds at each institution up to the maximum amount approved for each.

Depository Name, Home Office Location, Maximum Balance

DuTrac Community Credit Union, Dubuque, Iowa, $80,000,000
Iowa Public Agency Investment Trust, West Des Moines, Iowa, $80,000,000
MidWestOne Bank, Iowa City, Iowa, $80,000,000
UMB Bank, n.a., Kansas City, Missouri, $80,000,000
Capra Bank, Dubuque, Iowa, $60,000,000
Collins Community Credit Union, Cedar Rapids, Iowa, $60,000,000
Dupaco Community Credit Union, Dubuque, Iowa, $60,000,000
Fidelity Bank & Trust, Dyersville, Iowa, $60,000,000
Green State Credit Union, North Liberty, Iowa, $60,000,000
Premier Bank, Dubuque, Iowa, $60,000,000
U.S. Bank, Minneapolis, Minnesota, $60,000,000
Bank First, Fond du Lac, Wisconsin, $1,000,000

Passed, adopted and approved this 3rd day of November 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

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

**RESOLUTION NO. 351-25**
**ACCEPTING PUBLIC IMPROVEMENTS IN SOUTH POINTE #2 IN THE CITY OF DUBUQUE, IOWA**

Whereas, pursuant to Resolution 163-24, certain public improvements including street paving with curb, curb underdrain, storm sewer and catch basins, sanitary sewer main, water main, fiber optic conduit, accessible sidewalk ramps, and street lighting were installed by the developer of South Pointe #2 Subdivision in the City of Dubuque, Iowa; and

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

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

Section 1. That the recommendation of the City Manager be approved and that said public improvements in South Pointe #2 Subdivision be and the same is hereby accepted.

Section 2. That a maintenance guarantee covering said public improvements shall be provided by the owners, Dubuque South Pointe, LLC, for a period of two (2) years from the date of this resolution.

Passed, approved and adopted this 3rd day of November 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

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

**RESOLUTION NO. 352-25**
**ACCEPTING THE NORTH SCHMITT ISLAND COLLECTION SYSTEM PROJECT – CONTRACT #1 PROJECT AND AUTHORIZING THE PAYMENT TO THE CONTRACTOR**

Whereas, the public improvement contract for the North Schmitt Island Collection System Project – Contract #1 Project (the Project) has been completed by the Contractor, Tschiggfrie Excavating, (Contractor), the City Engineer has examined the work and recommends that the Project be accepted; and

Whereas, the final contract amount for the Project is $250,365.88; and

Whereas, the Contractor has previously been paid $242,854.90, leaving a balance of $7,510.98; 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 Finance Director is hereby directed to pay to the Contractor the balance of the retainage of $7,510.98 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of

Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved and adopted this 3rd day of November 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

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

9. DuTrac Community Credit Union - Request to Alter the Washington Neighborhood Conservation District Boundary: Motion by Roussell to refer to the Historic Preservation Commission (HPC) for a recommendation. Seconded by Farber. Roussell amended the motion to include "receive and file." The amendment was seconded by Farber. Planning Services Director Wally Wernimont stated that the HPC discussed this item at its September meeting and determined that the building at 1305 Elm Street is historically significant. The building is located within the Washington Street Neighborhood Conservation District. By a vote of 2–6, the HPC denied a demolition permit to the property owner, DuTrac Community Credit Union. Wernimont stated that if the City Council referred the request back to the HPC, staff would provide additional information on the establishment of the conservation district, and the item would appear on the HPC's November 20, 2025, agenda. He explained that City Code provides the City Council with four options upon receipt of a written request to establish, expand, or alter a conservation district. Wernimont confirmed that the HPC's determination of architectural significance was based solely on the building's historical attributes, and that the commission does not consider external factors such as the proposed 14th Street overpass, which are factors that the City Council may take into account. In response to a question about why the item appeared on the consent agenda, Wernimont explained that, per City Code, the request was required to be placed on this agenda. Because the request was received on short notice, staff recommended deferring discussion to the November 17, 2025, meeting to allow sufficient time to compile all necessary information and ensure the City Council could make a fully informed decision. He confirmed that the City Council could still refer the request back to the HPC at a future meeting. Brumwell noted that while the four options will remain available at a future City Council meeting, the Council's decision may affect the item's next steps. For example, if the item appears on the consent agenda but the Council wants it considered as an action item, it would need to be placed on a future meeting agenda as an action item. Motion amended by Roussell to receive and file the documents, refer to the City Manager, and place on the November 17, 2025, agenda. Seconded by Farber. Motion carried 7-0.

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

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

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

13. Approval of Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permit Applications: Upon motion the documents were received and filed, and Resolution No. 353-25 Approving Applications for Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permits, as Required by Iowa Code 453A.47A and 453E.3 was adopted.

**RESOLUTION NO. 353-25**
**APPROVING APPLICATIONS FOR TOBACCO RETAIL, TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, VAPOR PRODUCT S OR DEVICE S, AS REQUIRED BY IOWA CODE 453A.47A AND 453E.3**

Whereas, applications for Tobacco/Tobacco Products/Alternative Nicotine Products/Vapor Products or Device retails have been submitted and filed with the City Clerk; and

Whereas, the applicants have filed the proper application and fees as required by the Iowa Department of Revenue; and

Whereas, applications are presented to City Council for approval.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued the following named applicants and locations for a Cigarette/Device/Tobacco/Nicotine/Vapor product or retail device effective from November 15, 2025, to June 30, 2026.

Business Name, Business Address, Permit Type

Downtown Gas & Grocery, 1401 Central Ave., Retail Tobacco

Passed, approved, and adopted this 3rd day of November, 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**ITEMS SET FOR PUBLIC HEARING**

Motion by Roussell to receive and file the documents, adopt the resolutions, and set the public hearing for November 17, 2025. Seconded by Sprank. Motion carried 7-0.

1. Set Public Hearing on Comiskey Park Phase 2 Redevelopment Project and Initiate Public Improvement Bidding Process: Upon motion the documents were received and filed and Resolution No. 354-25 Comiskey Park Phase 2 Redevelopment Project: Preliminary Approval of Plans, Specifications, Form of Contract, and Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost; and Ordering the Advertisement for Bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on November 17, 2025, in the Historic Federal Building.

**RESOLUTION NO. 354-25**
**COMISKEY PARK PHASE 2 REDEVELOPMENT PROJECT - PRELIMINARY APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; SETTING DATE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; AND ORDERING THE ADVERTISEMENT FOR BIDS**

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 Comiskey Park Phase 2 Redevelopment Project in the estimated construction amount of $3,376,900.00, 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 17th day of November, 2025, at 6:30 p.m. in the Historic Federal Building Council Chambers 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the attached notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

The Comiskey Park Phase 2 Redevelopment 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 Acting Project & Facilities Manager 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, 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 24th day of November 2025. Bids shall be opened and read by the Acting Projects & Facilities Manager at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 1st day of December 2025, in the Historic Federal Building Council Chambers 350 West 6th Street, Dubuque, Iowa.

Passed, adopted and approved this the 3rd day of November 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**BOARDS/COMMISSIONS**

Appointments were made to the following boards/commissions.

1. Investment and Cash Management Oversight Advisory Commission: One, 3-Year term through July 1, 2028 (Expired term of Ruden). Applicant: Gary Ruden, PO Box 835 – Physical Address Verified. Motion by Jones to appoint Ruden to the term. Seconded by Wethal. Motion carried 7-0.

**PUBLIC HEARINGS**

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

**RESOLUTION NO. 355-25**
**APPROVING AN ASSIGNMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND FRANKLIN INVESTMENTS, LLC TO FRANKLIN APARTMENTS, LLC**

Whereas, Franklin Investments, LLC entered into a Development Agreement dated, April 4, 2011, with the City of Dubuque, Iowa, providing certain rights and obligations with respect to the property legally described as follows:

Lot 2-1 & 2-2 of City Lot 595 City Lots 596, 597, & 597A Lot 2-1-2 & Lot 2-2 of City Lot 600 & Lots 3 Thru 6 of City Lot 600in the City of Dubuque, Locally known as 39 Bluff Street (the Property); and

Whereas, Franklin Investments, LLC intends to assign its rights under the Development Agreement to Franklin Apartments, LLC pursuant to an Assignment of Development Agreement, attached hereto; and

Whereas, Franklin Apartments, LLC in the Assignment of Development Agreement agrees to be bound by all of the terms and conditions of the Development Agreement; and

Whereas, the City Council, by Resolution No. 340-25, dated October 20, 2025, declared its intent to approve the Assignment of Development Agreement; and

Whereas, pursuant to published notice, a public hearing was held on the proposed Assignment of Development Agreement on November 3, 2025, at 6:30 p.m.; and

Whereas, it is the determination of the City Council that approval of the Assignment of Development Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC, according to the terms and conditions set out in the Assignment of Development Agreement, is in the best interests of the City of Dubuque.

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

Section 1. The Assignment of Development Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC is hereby approved.

Section 2. The Mayor is hereby authorized and directed to execute the Assignment of Development Agreement on behalf of the City of Dubuque.

Section 3. The City Manager is authorized to take such actions as are necessary to comply with the terms of the Assignment of Development Agreement as herein approved.

Passed, approved, and adopted this 3rd day of November 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

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

LLC to Franklin Apartments, LLC for Property At 39 Bluff Street. Seconded by Wethal. Motion carried 7-0.

**RESOLUTION NO. 356-25**
**APPROVING AN ASSIGNMENT AND ASSUMPTION AGREEMENT OF THE DOWNTOWN REHABILITATION LOAN AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND FRANKLIN INVESTMENTS, LLC TO FRANKLIN APARTMENTS, LLC FOR PROPERTY AT 39 BLUFF STREET**

Whereas, the City of Dubuque, Iowa (City), and Franklin Investments, LLC entered into a Downtown Rehabilitation Loan Agreement dated December 21, 2020; and

Whereas, Franklin Investments, LLC granted to City a Mortgage recorded on March 29, 2021, as Instrument No. 2021-00004804; and

Whereas, Franklin Investments, LLC and Franklin Apartments, LLC have entered into a certain Purchase Agreement dated October 1, 2025, pursuant to which, Franklin Investments, LLC has agreed to assign all of its rights, title, and interests in, and Franklin Apartmetns, LLC has agreed to assume all of Franklin Investments, LLC's duties and obligations under the Downtown Rehabilitation Loan Agreement and Instrument No. 2021-00004804; and

Whereas, the City Council, Resolution No. 338-25, dated October 20, 2025, declared its intent to approve the Assignment and Assumption Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC; and

Whereas, pursuant to published notice, a public hearing was held on the proposed Assignment and Assumption Agreement on November 3, 2025, at 6:30 p.m.; and

Whereas, it is the determination of the City Council that approval of the Assignment and Assumption Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC, according to the terms and conditions set out in the Assignment and Assumption Agreement, is in the best interests of the City of Dubuque.

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

Section 1. The Assignment and Assumption Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC is hereby approved.

Section 2. The Mayor is hereby authorized and directed to execute the Assignment and Assumption Agreement on behalf of the City of Dubuque.

Section 3. The City Manager is authorized to take such actions as are necessary to comply with the terms of the Assignment and Assumption Agreement as herein approved.

Passed, approved, and adopted this 3rd day of November 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Resolution Approving a Subordination Agreement by and among the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank: Motion by Sprank to receive and file the documents and adopt Resolution No. 357-25 Approving a Subordination Agreement by and among the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank for Interest in City Property Located at 39 Bluff Street. Seconded by Farber. Brumwell confirmed that the City previously held the second secured position and did not need to subordinate. The public hearing seeks approval to subordinate the remaining balance owed. Motion carried 7-0.

**RESOLUTION NO. 357-25**
**APPROVING A SUBORDINATION AGREEMENT BY AND AMONG THE CITY OF DUBUQUE, IOWA, FRANKLIN APARTMENTS, LLC, AND PREMIER BANK FOR INTEREST IN CITY PROPERTY LOCATED AT 39 BLUFF STREET**

Whereas, the City of Dubuque, Iowa, (City) and Franklin Investments, LLC previously entered into a Development Agreement dated April 4, 2011, and a Downtown Rehabilitation Loan Agreement dated December 21, 2020 (the Agreements) for the rehabilitation of 39 Bluff Street (the Project) legally described as follows:

> Lot 2-1 & 2-2 of City Lot 595 City Lots 596, 597, & 597A Lot 2-1-2 & Lot 2-2 of City Lot 600 & Lots 3 Thru 6 of City Lot 600in the City of Dubuque (the Property); and

Whereas, the Agreements include the award of a $300,000 Downtown Rehabilitation Loan (the Loan) for the purpose of stimulating reinvestment in the Greater Downtown Urban Renewal District; and

Whereas, the Project meets the requirements of the Loan; and

Whereas, as security for the Loan, Franklin Investments, LLC previously granted to City a mortgage on the Property (the City Mortgage); and

Whereas, Franklin Investments, LLC intends to assign its right to take title to the Property to Franklin Apartments, LLC pursuant to an Assignment of Development Agreement and Assignment and Assumption Agreement related to the Loan; and

Whereas, Franklin Apartments, LLC in the Assignment of Development Agreement and Assignment and Assumption Agreement agrees to be bound by all of the terms and conditions of the Development Agreement and the Loan; and

Whereas, Premier Bank is financing the purchase of the Property for Franklin Apartments, LLC which includes a mortgage (the Premier Bank Mortgage) and requires that the City Mortgage be subordinate to the Premier Bank Mortgage pursuant to a Subordination Agreement; and

Whereas, the City Council, by Resolution No. 339-25, declared its intent to approve the Subordination Agreement by and among the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank; and

Whereas, pursuant to published notice, a public hearing was held on the proposed Assignment of Development Agreement on November 3, 2025, at 6:30 p.m.; and

Whereas, it is the determination of the City Council that approval of the Subordination Agreement by and among the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank, according to the terms and conditions set out in the Subordination Agreement, is in the best interests of the City of Dubuque.

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

Section 1. The Subordination Agreement by and among the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank is hereby approved.

Section 2. The Mayor is hereby authorized and directed to execute the Subordination Agreement on behalf of the City of Dubuque.

Section 3. The City Manager is authorized to take such actions as are necessary to comply with the terms of the Subordination Agreement as herein approved.

Passed, approved and adopted this 3rd day of November 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

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

**RESOLUTION NO. 358-25**
**AMBASSADOR COURT STORM SEWER REPLACEMENT PROJECT - APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST**

Whereas, the Ambassador Court Storm Sewer Replacement Project will provide for the extension of 380 feet of storm sewer along Embassy West Drive to address a drainage issue on Ambassador Court. The current drainage system for Ambassador Court is tasked with accommodating drainage from parts of Pennsylvania and Embassy West Drive. Due to capacity issues, stormwater overwhelms the existing storm sewer such that stormwater will flow out of the system and flood Ambassador Court from curb to curb and flooding adjacent homes; and

Whereas, the City Council, by Resolution No. 341-25, dated October 20, 2025, preliminarily approved the plans, specifications, form of contract, and estimated cost for the Ambassador Court Storm Sewer Replacement Project; and

Whereas, pursuant to published notice and published advertisement for bids, a public hearing was held on November 3, 2025, on the plans, specifications, form of contract, and estimated cost for the Ambassador Court Storm Sewer Replacement 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 Ambassador Court Storm Sewer Replacement Project in the estimated construction amount of $128,830.50, are hereby approved.

Passed, adopted and approved this the 3rd day of November 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Resolution Approving an Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and Pier Pressure Marine IA, Inc.: Motion by Wethal to receive and file the documents and adopt Resolution No. 359-25 Approving an Amended and Restated Lease Agreement by and between the City of Dubuque and Pier Pressure Marine IA, Inc. for Real Property in the City of Dubuque, Iowa. Seconded by Sprank. Breitfelder announced receipt of written input from Steve Launspach. City Council Members praised the agreement as an example of a public-private partnership. Van Milligen read a portion of Launspach's letter, emphasizing the City's positive involvement in amending the lease. Motion carried 7-0.

**RESOLUTION NO. 359-25**
**APPROVING AN AMENDED AND RESTATED LEASE AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND PIER PRESSURE MARINE IA, INC. FOR REAL PROPERTY IN THE CITY OF DUBUQUE, IOWA**

Whereas, the City of Dubuque, Iowa is the owner of the property legally described as follows:

River Front Sub No 3 Blk 3 Bldg on Leased Land; and

Whereas, the City Council, by Resolution No. 342-25, dated October 20, 2025, declared its intent to enter into the Amended and Restated Lease Agreement attached hereto; and

Whereas, pursuant to published notice, a public hearing was held on the proposed Development Agreement on November 3, 2025, at 6:30 p.m.; and

Whereas it is the determination of the City Council that approval of the Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa and Pier Pressure Marine IA, Inc. 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 Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa and Pier Pressure Marine IA, Inc., a copy of which is attached hereto, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Amended and Restated Lease 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 Amended and Restated Lease Agreement as herein approved.

Passed, approved, and adopted this 3rd day of November 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**ACTION ITEMS**

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

**RESOLUTION NO.360-25**
**AWARDING CONTRACT FOR THE 2025 WATER & RESOURCE RECOVERY CENTER MCC COMMUNICATION AND PLC UPGRADES PROJECT**

Whereas, pursuant to notice duly posted in the manner and form prescribed by resolution of the City Council of the City of Dubuque, Iowa, and as required by law, bids and proposals were received by this Council for the 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project (the "Project"); and

Whereas, all of the said bids and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the contract for the Project.

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

Section 1. The bid for the Project submitted by the following contractor is fully responsive to the plans and specifications for the Project, is heretofore approved by the City Council, and is the lowest responsible bid received, such bid being as follows:

Name and Address of Contractor, Amount of Bid

The ESCO Group, 3450 Third Street, Marion, IA 52302, $2,360,000.00

Section 2. The contract for the Project is hereby awarded to such contractor at the total estimated cost set out above, the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each class of materials furnished, the said contract to be subject to the terms of the aforementioned resolution, the notice of hearing and letting, the plans and specifications and the terms of the bidder's written proposal.

Section 3. The Mayor and City Clerk are hereby authorized and ordered to enter into a written contract with said contractor for the Project, but only after the contractor submits the performance and/or payment bonds which are required by the contract documents, and after the Project Engineers submit a written determination that such surety bonds and the other contract documents are satisfactory.

No additional City Council action shall be required to approve the executed contract or surety bonds.

Section 4. The amount of the contractor's performance and/or payment bonds is hereby fixed and determined to be 100% of the amount of the contract.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed, approved, and adopted this 3rd day of November 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

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

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

**RESOLUTION NO. 362-25**
**ACCEPTING THE EAGLE VALLEY, WESTBROOK, AND ENGLISH RIDGE SUBDIVISION PARKS DEVELOPMENT PROJECT AND AUTHORIZING THE PAYMENT OF THE CONTRACT AMOUNT TO THE CONTRACTOR**

whereas, the Public Improvement Contract for the Eagle Valley, Westbrook, and English Ridge Subdivision Parks Development Project (the Project) has been completed by the contractor, McDermott Excavating. (Contractor) and WHKS has examined the work and filed a certificate stating that the Project has been completed according to the terms of the Public Improvement Contract and that WHKS recommends that the Project be accepted; and

Whereas, the final contract amount for the Project is $735,897.00; and

Whereas, the contractor has previously been paid $699,102.15, leaving a balance of $36,794.85; and

Whereas, the City Council finds that the recommendation of WHKS should be accepted.

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

Section 1. The recommendation of WHKS 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 $36,794.85 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 3rd day of November 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

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

**COUNCIL MEMBER REPORTS**

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

Roussell reported on Dubuque Main Street's State of Main Awards Dinner, a Dubuque Trees Forever tree planting event, Oakview Group's ribbon cutting at Five Flags, and the Dubuque Museum of Art's groundbreaking event.

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

Wethal reported on attending a Dubuque County Early Childhood Board meeting.

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

Resnick reported on Loras College's inauguration of President Michael Doyle.

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

**CLOSED SESSION**

Motion by Jones to convene in closed session at 7:52 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the

record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 7-0.

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

**ADJOURNMENT**

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

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS REGULAR SESSION OFFICIAL

The Dubuque City Council met in regular session at 6:30 p.m. on November 17, 2025, in the second-floor Council Chambers of the Historic Federal Building, 350 W. 6th Street.

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

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

**PLEDGE OF ALLEGIANCE**

**PROCLAMATIONS**

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

**CONSENT ITEMS**

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

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

2. Notice of Claims and Suits: Johnny Hill for vehicle damage; Mark Stender for vehicle damage. Upon motion the documents were received, filed, and referred to the City Attorney.

3. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 363-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 363-25**
**AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

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.

Section 3. 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 17th day of November 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

4. Banking Services Agreement First Amendment: City Manager recommended City Council approve the updated terms of the banking services agreement with UMB Bank, n.a. Upon motion the documents were received, filed, and approved.

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

6. Recommendation to Move Accounting, Payroll, and Budget Functions of Finance Department to 7800 Chavenelle – Unit 6: City Manager recommended approval of relocating the accounting, payroll, and budget functions of the Finance Department to 7800 Chavenelle Drive, negotiating an amended lease with Dubuque Childcare Collaborative, LLC, and initiating public bidding for necessary construction. Upon motion the documents were received, filed, and approved.

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

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

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

**RESOLUTION NO. 364-25**
**ACCEPTING PUBLIC SANITARY SEWER IMPROVEMENTS ACROSS PARTS OF LOTS 1-2 AND 2-2 OF PIZZA RANCH PLACE, IN THE CITY OF DUBUQUE, IOWA**

Whereas, pursuant to a Sanitary Sewer Construction Agreement approved by City Council Resolution Number 226-24, certain public improvements, including sanitary sewer and appurtenances, were installed by Dubuque Housing, LLC; and

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

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

Section 1. That the recommendation of the City Manager be approved and that said public improvements across Parts of Lot 1-2 and 2-2 of Pizza Ranch Place, in the City of Dubuque, Iowa, be and the same is hereby accepted.

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

Passed, approved and adopted this 17th day of November 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

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

**RESOLUTION NO. 365-25**
**ACCEPTING THE TAMARACK SANITARY SEWER EXTENSION PROJECT**

Whereas, the public improvement contract for the Tamarack Sanitary Sewer Extension Project (the Project) has been completed by the Contractor, Boomerang Corp. of Anamosa, Iowa, (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 $686,185.63; and

Whereas, the Contractor has previously been paid $651,876.35, leaving a retainage balance of $34,309.28; 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 Finance Director is hereby directed to pay to the Contractor the balance of the retainage of $34,309.28 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved and adopted this 17th day of November 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

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

**RESOLUTION NO. 366-25**
**ACCEPTING THE TWIN RIDGE SANITARY SEWER EXTENSION AND LAGOON ABANDONMENT PROJECT**

Whereas, the public improvement contract for the Twin Ridge Sanitary Sewer Extension and Lagoon Abandonment Project (the Project) has been completed by the Contractor, Tschiggfrie Excavating Co., of Dubuque, Iowa, (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 $615,775.64; and

Whereas, the Contractor has previously been paid $584,986.86, leaving a retainage balance of $30,788.78; 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 Finance Director is hereby directed to pay to the Contractor the balance of the retainage of $30,788.78 as provided in Iowa Code chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code chapter 573 or Iowa Code chapter 26.13.

Passed, approved and adopted this 17th day of November 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

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

13. Sustainable Dubuque Grant Award Recommendation: Upon motion the documents were received and filed, and Resolution

No. 367-25 Awarding Sustainable Dubuque Grant to the Dubuque Rescue Mission; Resolution No. 368-25 Awarding Sustainable Dubuque Grant to the National Mississippi River Museum and Aquarium; Resolution No. 369-25 Awarding Sustainable Dubuque Grant to Prescott Elementary School; Resolution No. 370-25 Awarding Sustainable Dubuque Grant to the Dubuque Area Library Info Consortium; and Resolution No. 371-25 Awarding Sustainable Dubuque Grant to Dubuque Colleges Sustainability Coalition were adopted.

**RESOLUTION NO. 367-25**
**AWARDING SUSTAINABLE DUBUQUE GRANT TO THE DUBUQUE RESCUE MISSION**

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 2025 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

Whereas, the City Council in 2025 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 build a barrel compost system and add drip irrigation to the garden; and

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 the Dubuque Rescue Mission Garden.

Section 2. The City Manager or his designee shall enter into a grant agreement with the Dubuque Rescue Mission Garden and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved and adopted this 17th day of November 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. 368-25**
**AWARDING SUSTAINABLE DUBUQUE GRANT TO THE NATIONAL MISSISSIPPI RIVER MUSEUM AND AQUARIUM**

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 2025 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

Whereas, the City Council in 2025 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 remove invasive species in museum wetlands using grazing goats and educate the public about the process through interpretive panels and educational materials; and

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 the National Mississippi River Museum and Aquarium.

Section 2. The City Manager or his designee shall enter into a grant agreement with the National Mississippi River Museum and Aquarium and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved and adopted this 17th day of November 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. 369-25**

**AWARDING SUSTAINABLE DUBUQUE GRANT TO PRESCOTT ELEMENTARY SCHOOL**

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 2025 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

Whereas, the City Council in 2025 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 a pocket prairie on the school grounds to invite pollinators and educate students about the importance of native species; and

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 Prescott Elementary School.

Section 2. The City Manager or his designee shall enter into a grant agreement with Prescott Elementary School and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved and adopted this 17th day of November 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. 370-25**

**AWARDING SUSTAINABLE DUBUQUE GRANT TO THE DUBUQUE AREA LIBRARY INFO CONSORTIUM**

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 2025 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

Whereas, the City Council in 2025 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 books and stickers for the Dubuque County Reads event for books given to City of Dubuque residents to promote literacy, community engagement and promote environmental stewardship through the book choice, The Seed Keeper; and

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 the Dubuque Area Library Info Consortium.

Section 2. The City Manager or his designee shall enter into a grant agreement with the Dubuque Area Library Info Consortium and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved and adopted this 17th day of November 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**RESOLUTION NO. 371-25**
**AWARDING SUSTAINABLE DUBUQUE GRANT TO DUBUQUE COLLEGES SUSTAINABILITY COALITION**

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 2025 reaffirmed its commitment to sustainability by adopting the specific goal, "Sustainable Environment: Preserving and Enhancing Natural Resources"; and

Whereas, the City Council in 2025 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 host a zero-waste Climate Festival to advance sustainability goals community-wide; and

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 Colleges Sustainability Coalition.

Section 2. The City Manager or his designee shall enter into a grant agreement with Dubuque Colleges Sustainability Coalition and shall ensure compliance with the grant agreement pursuant to Iowa Code and the grant award requirements.

Passed, approved and adopted this 17th day of November 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

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

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

State of Iowa
Abstract of Votes
Dubuque County, Iowa

We, the undersigned members of the County Board of Canvassers, hereby certify the following to be a true and correct abstract of the votes cast in this county, at the 2025 City-School Election held on Tuesday, November 04, 2025, as shown by the tally lists returned from the several election precincts.

**City of Dubuque – Mayor**

Brad Cavanagh - Received Eight Thousand and Thirty-Eight (8,038) votes

Jason Davis - Received Six Thousand Eight Hundred and Eighty-Eight (6,888) votes

Scattering - Received Thirty (30) votes

Total - Fourteen Thousand Nine Hundred and Fifty-Six (14,956) votes

We therefore declare :

Brad Cavanagh to be duly elected for the office of City of Dubuque - Mayor for the term of 4 years.

IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors at Dubuque, the county seat of Dubuque County, this Wednesday, November 12, 2025.

Members of the Board of Supervisors and ex-officio County Board of Canvassers

/s/ Harley Pothoff
/s/ Ann McDonough
/s/ Wayne Kenniker
Attest:/s/Keith Lucy, County Auditor and Clerk of the Board of Supervisors

State of Iowa
Abstract of Votes
Dubuque County, Iowa

We, the undersigned members of the County Board of Canvassers, hereby certify the following to be a true and correct abstract of the votes cast in this county, at the 2025 City-School Election held on Tuesday, November 04, 2025, as shown by the tally lists returned from the several election precincts.

**City of Dubuque - City Council At-Large**

Ric Jones - Received Six Thousand Five Hundred and Twenty-Three (6,523) votes

Chris Staver - Received Seven Thousand Seven Hundred and Twenty (7,720) votes

Scattering - Received Fifty (50) votes

Total - Fourteen Thousand Two Hundred and Ninety-Three (14,293) votes

We therefore declare:

Chris Staver to be duly elected for the office of City of Dubuque - City Council At-Large for the term of 4 years

IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors at Dubuque, the county seat of Dubuque County, this Wednesday, November 12, 2025.

Members of the Board of Supervisors and ex-officio County Board of Canvassers

/s/ Harley Pothoff
/s/ Ann McDonough
/s/ Wayne Kenniker
Attest:/s/Keith Lucy, County Auditor and Clerk of the Board of Supervisors

State of Iowa
Abstract of Votes
Dubuque County, Iowa

We, the undersigned members of the County Board of Canvassers, hereby certify the following to be a true and correct abstract of the votes cast in this county, at the 2025 City-School Election held on Tuesday, November 04, 2025, as shown by the tally lists returned from the several election precincts.

**City of Dubuque - City Council Ward 1**

Carmen Hernandez - Received Two Thousand Two Hundred and Sixteen (2,216) votes

Tyson Leyendecker - Received Two Thousand Six Hundred and Twenty-Two (2,622) votes

Scattering - Received Four (4) votes

Total - Four Thousand Eight Hundred and Forty-Two (4,842) votes

We therefore declare :

Tyson Leyendecker to be duly elected for the office of City of Dubuque - City Council Ward 1 for the term of 4 years.

IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors at Dubuque, the county seat of Dubuque County, this Wednesday, November 12, 2025.

Members of the Board of Supervisors and ex-officio County Board of Canvassers

/s/ Harley Pothoff
/s/ Ann McDonough
/s/ Wayne Kenniker

Attest:/s/Keith Lucy, County Auditor and Clerk of the Board of Supervisors

State of Iowa
Abstract of Votes
Dubuque County, Iowa

We, the undersigned members of the County Board of Canvassers, hereby certify the following to be a true and correct abstract of the votes cast in this county, at the 2025 City-School Election held on Tuesday, November 04, 2025, as shown by the tally lists returned from the several election precincts.

**City of Dubuque - City Council Ward 3**

Danny Sprank – Received One Thousand Six Hundred and Eighty (1,680) votes

Matthew Z. Henick – Received One Thousand Two Hundred and Twenty-Nine (1,229) votes

Scattering – Received Five (5) votes

Total – Two Thousand Nine Hundred and Fourteen (2,914) votes

We therefore declare:

Danny Sprank to be duly elected for the office of City of Dubuque - City Council Ward 3 for the term of 4 years.

IN TESTIMONY WHEREOF, we have hereunto set our hands and caused to be affixed the seal of this county by the Clerk of the Board of Supervisors at Dubuque, the county seat of Dubuque County, this Wednesday, November 12, 2025.

Members of the Board of Supervisors and ex-officio County Board of Canvassers

/s/ Harley Pothoff
/s/ Ann McDonough
/s/ Wayne Kenniker

Attest:/s/Keith Lucy, County Auditor and Clerk of the Board of Supervisors

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

**RESOLUTION NO. 372-25**
**APPROVING APPLICATIONS FOR RETAIL ALCOHOL LICENSES, AS REQUIRED BY CITY OF DUBUQUE CODE OF ORDINANCES TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 2 LIQUOR CONTROL, ARTICLE B LIQUOR, BEER AND WINE LICENSES AND PERMITS**

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:

<u>New Applications</u>
Laughing Crab, 1355 Associates Dr.
Dubuque Tobacco and Grocery, 1248 Iowa St.
<u>Renewals</u>
Big 10 Mart 10, 1875 John F Kennedy Rd.
Grand Harbor Resort & Water Park, 350 Bell St.
Happy's Place, 2323 Rockdale Rd.
Holiday Inn Dubuque Five Flags, 450 Main St.
Hotel Julien Dubuque, 200 Main St.
Kwik Stop 76, 2320 Gateway Dr.
Next Phase Bar, 600 Central Ave.
Pepper Sprout, 378 Main St.
Your Pie, 806 Wacker Dr Suite 100
<u>Special Event(s) per Special Event Application Submittal</u>
Wicked River - 12-4-25 to 12-8-25, 10th Street, between Washington & Jackson Streets and the courtyard of the CARADCO lofts building.

Passed, approved, and adopted this 17th day of November 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

17. Approval of Retail/Device Tobacco, Alternative Nicotine, and Vapor Product Permit Applications: Upon motion the documents were received and filed, and Resolution No.

373-25 Approving Applications for Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permits, as Required by Iowa Code 453A.47A and 453E.3 was adopted.

**RESOLUTION NO. 373-25**
**APPROVING APPLICATIONS FOR TOBACCO RETAIL, TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, VAPOR PRODUCT S OR DEVICE S, AS REQUIRED BY IOWA CODE 453A.47A AND 453E.3**

Whereas, applications for Tobacco/Tobacco Products/Alternative Nicotine Products/Vapor Product s or Device retail s have been submitted and filed with the City Clerk; and

Whereas, the applicants have filed the proper application and fees as required by the Iowa Department of Revenue; and

Whereas, applications are presented to City Council for approval.

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

Section 1. The City Clerk is hereby authorized and directed to cause to be issued the following named applicants and locations for a Cigarette/Device/Tobacco/Nicotine/Vapor product or retail device effective from November 18, 2025, to June 30, 2026.

Business Name, Business Address, Permit Type

Downtown Gas & Grocery, 1401 Central Ave., Device Tobacco

Passed, approved, and adopted this 17th day of November, 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**ITEMS SET FOR PUBLIC HEARING**

Motion by Sprank to receive and file the documents, adopt the resolution, and set the public hearing as indicated. Seconded by Wethal. Motion carried 7-0.

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

**RESOLUTION NO. 374-25**
**EAGLE POINT WATER TREATMENT PLANT ROOF REHABILITATION PROJECT – PHASE 1, SETTING DATE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST**

Whereas, the City of Dubuque's Water Department has identified a phased replacement of roofing systems at the Eagle Point Water Treatment Plant and the first phase of roof replacements include the North Plant Clarifiers, Lime Silo, and Administration Building 3rd Floor; and

Whereas, the City Council, by Resolution No. 319-25, dated October 6, 2025, preliminary approved the proposed plans, specifications, form of contract and estimated cost in the amount of $500,000 for the Eagle Point Water Treatment Plant Roof Rehabilitation Project.

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

A public hearing will be held on the 1st day of December, 2025, at 6:30 p.m. in the Historic Federal Building Council Chambers (second floor) 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.

Passed, adopted and approved this 17th day of November 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

**PUBLIC HEARINGS**

1. Planned Unit Development Amendment - Wood Street: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Planning Services Director Wally Wernimont gave a presentation. In response to questions, Wernimont explained that green spaces are included on the property, some of which may be developed into what are known as pocket parks, which are privately maintained and not

City-owned. City Council Members expressed support for the amendment. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 39-25 Amending Title 16 of The Unified Development Code of the City of Dubuque Code of Ordinances by Rescinding Ordinance No. 18-24 which established regulations for a PUD Planned Unit Development with a PR Planned Residential District Designation and adopting an Amended PUD Ordinance with a Revised Conceptual Development Plan and Lot and Bulk Regulations in the PUD Planned Unit Development with PR Planned Residential District Designation. Seconded by Wethal. Motion carried 7-0.

**ORDINANCE NO. 39-25**

**AMENDING TITLE 16 OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF DUBUQUE CODE OF ORDINANCES BY RESCINDING ORDINANCE NO. 18-24 WHICH ESTABLISHED REGULATIONS FOR A PUD PLANNED UNIT DEVELOPMENT WITH A PR PLANNED RESIDENTIAL DISTRICT DESIGNATION AND ADOPTING AN AMENDED PUD ORDINANCE WITH A REVISED CONCEPTUAL DEVELOPMENT PLAN AND LOT AND BULK REGULATIONS IN THE PUD PLANNED UNIT DEVELOPMENT WITH PR PLANNED RESIDENTIAL DISTRICT DESIGNATION**

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

Section 1. That Title 16 of the Unified Development Code of the City of Dubuque Code of Ordinances is hereby amended by rescinding Ordinance No. 18-24 which established regulations for a PUD Planned Unit Development with PR Planned Residential District designation and adopting an amended PUD ordinance with a revised conceptual development plan and lot and bulk regulations in the PUD Planned Unit Development with PR Planned Residential designation for property legally described, to wit:

Lot 2 of Mount Pleasant Place, Lots 55, 56, 57 and 58 in Rosedale Addition, and, Lots 8, 9, 10, and 11 of the Subdivision of Lot 3 of the Subdivision of Mineral Lot No. 178, all in the City of Dubuque, Iowa, according to the respective recorded Plats there.

A. Use Regulations - The following regulations shall apply to all uses made of land in the above-described PR Planned Residential District:

1. Principal permitted uses shall be limited to 14 single-family residences and two detached garages.
2. Accessory uses shall include any use customarily incidental and subordinate to the principal use it serves.

B. Lot and Bulk Regulations - Development of land in the PR Planned Residential District shall be regulated as follows:

| Wood Street PUD | Minimum Lot Area | Minimum Street Frontage | Maximum Lot Coverage | Setbacks | | | | Maximum Height |
|---|---|---|---|---|---|---|---|---|
| | | | | Front | | Min. Side | Min. Rear | |
| | | | | Min. | Max. | | | |
| Permitted uses: | | | | | | | | |
| Single-family detached dwelling (Lots 1 through 10) | 2,500 sq. ft. | N/A | 60% | 5 ft. (Rosalynn Carter Place) | 9 ft. (Rosalynn Carter Place) | 5 ft. | 5 ft. | 30 ft. |
| Single-family detached dwelling (Lots 11 through 14) | 2,500 sq. ft. | 35 ft. (along Wood St) | 60% | 20 ft. (Wood St) 5 ft. (Rosalynn Carter Place) | 40 ft. (Wood St) 15 ft. (Rosalynn Carter Place) | 5 ft. | 5 ft. | 30 ft. |

1. Variance and Special Exception requests from bulk regulations shall be reviewed by the Zoning Board of Adjustment in accordance with Section 16-8-6 of the Unified Development Code.

C. Performance Standards - The development and maintenance of uses in this PR Planned Residential District shall be regulated as follows:

1. Parking Regulations
   a. The parking stalls located adjacent (north) of the property at 1840 Wood Street be screened.
   b. All vehicle-related features shall be surfaced with either asphalt or concrete.
   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. Off-street parking shall be provided based on the approved conceptual plan.
   f. The size and design of parking spaces shall be governed by applicable provisions of the Unified Development Code Section 13-3 Site Development Regulations. The location and quantity of parking spaces shall be governed by the Conceptual Development Plan.
   g. 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.

2. 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. No light source shall provide illumination onto adjacent lots, buildings, or streets in excess of 1.0-foot candle.
      ii. All exterior lighting luminaries shall be designed and installed to shield light from the luminaries at angles above 72-degrees from vertical.
      iii. Fixtures mounted on a building shall not be positioned higher than the roofline of the building.
      iv. All electrical service lines to posts and fixtures shall be underground and concealed inside the posts.
3. Landscaping - Landscaping shall be provided in compliance with Section 13-4 Landscaping and Screening Requirements of the Unified Development Code.
4. Storm Water Management - The developer shall be responsible for providing surface or subsurface conveyance(s) of storm water from the lot to existing storm sewers or to flow line of open drainageways outside the lot in a means that is satisfactory to the Engineering Department of the City of Dubuque. Other applicable regulations enforced by the City of Dubuque relative to storm water management and drainage shall apply.
5. Exterior Trash Collection Areas
   a. The storage of trash and debris shall be limited to that produced by the principal permitted use and accessory uses on the lot.
   b. All exterior trash collection areas and the material 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 built on sloping grades shall be stepped so that their top line shall be horizontal. Exposed materials used to construct the opaque screen shall be similar in appearance to materials used for exterior building walls. All exterior entrances to a screened trash area shall be provided with a gate or door of similar design to that of the screen. If a 10-foot height screen fails to shield the exterior trash collection area from view from the adjacent public right-of-way and neighboring properties, evergreen plantings may be required in addition to the screening. Evergreen plant material shall be selected and designed so that they screen the area from all offsite visibility within five (5) years.
6. Open Space - Open space and landscaping in the PR Planned Residential District shall be regulated as follows. Those areas not designated on the conceptual development plan shall be maintained as open space, as defined Article 13 of the Unified Development Code of the City of Dubuque, Iowa, by the property owner and/or association.
7. Platting - Subdivision plats and improvement plans shall be submitted in accordance with Article 11 Land Subdivision, of the City of Dubuque Unified Development Code.
8. Site Plans - Final site development plans shall be submitted in accordance with Article 12 Site Plans and Article 13 Site Design Standards prior to construction of each building and vehicle-related feature unless otherwise exempted by Article 12.

D. Sign Regulations
   1. Signs in the Planned Residential District shall be regulated in accordance with the R-4 Multi-Family Residential Zoning District sign regulations, Section 16-15-11.1 of the Unified Development Code.
   2. Variance requests from sign requirements for size, number, and height shall be reviewed by the Zoning Board of Adjustment in accordance with Section 16-8-6 of the Unified Development Code.

E. 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.
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.

F. Ordinance History
1. Ordinance 18-24: rezoned the subject property from R-1 Single-Family Residential and R-3 Moderate Density Multi-Family to PUD Planned Unit Development with PR Planned Residential designation.

G. Transfer of Ownership - Transfer of ownership or lease of property in this PR Planned Residential District shall include the transfer or lease agreement a provision that the purchaser or lessee acknowledges awareness of the conditions authorizing the establishment of the district.

H. Modifications - Any modifications of this Ordinance must be approved by the City Council in accordance with zoning reclassification proceedings of Article 9-5 of the Unified Development Code.

I. Occupancy Permits - No occupancy permit shall be issued by the City of Dubuque for property included in the subject planned unit development district until full compliance with this ordinance has been achieved.

J. Recording - A copy of this ordinance shall be recorded at the expense of the property owner(s) with the Dubuque County Recorder a permanent record of the conditions accepted as part of this reclassification approval within thirty (30) days after the adoption of this ordinance. This ordinance shall be binding upon the undersigned and his/her heirs, successors, and assigns.

Section 2. The foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. The foregoing amendment shall take effect upon publication, as provided by law.

Passed, approved, and adopted this 17th day of November 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

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

Motion by Jones for final consideration and passage of Ordinance No. 40-25 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by Providing for the Approval of an Amended Campus Development Plan for the University of Dubuque ID Institutional District to allow construction of an Academic and Administrative Building. Seconded by Sprank. Motion carried 7-0.

**ORDINANCE NO. 40-25**
**AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY PROVIDING FOR THE APPROVAL OF AN AMENDED CAMPUS DEVELOPMENT PLAN FOR THE UNIVERSITY OF DUBUQUE ID INSTITUTIONAL DISTRICT TO ALLOW CONSTRUCTION OF AN ACADEMIC AND ADMINISTRATIVE BUILDING**

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

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, be amended by providing for the approval of an amended campus development plan for the University of Dubuque ID Institutional District to allow construction of an academic and administrative building, a copy of which is on file with the City of Dubuque Planning Services Department.

Section 2. Institutional District Regulations.

A. Use Regulations - The following regulations shall apply to all uses made of land in the above-described ID Institutional District:
1. Principal permitted uses shall be limited to:
a. Offices for administrative personnel or other institutional employees and affiliates.
b. Churches, libraries, and museums.

c. Classrooms, laboratories, lecture halls, and similar places of institutional assembly.
d. Off-street parking and loading.
e. Recreational or athletic facilities for the primary use and benefit of institutional residents or affiliates.
f. Single-family, two-family, or multi-family dwellings for the housing of institutional residents or affiliates.

2. Accessory Uses. The following uses shall be permitted as accessory uses in the above-described ID Institutional District.
a. Located entirely within a principal building, bookstores, or bars seating no more than seventy-five (75) persons at one time and located not closer than two hundred feet (200') from the nearest Residential or Office Residential District.
b. All uses customarily incidental to the principal permitted uses in conjunction with which such accessory uses operated or maintained, but not to include commercial use outside the principal building.

B. Lot and Bulk Regulations - Development of land in the ID Institutional District shall be regulated as follows:
1. The proposed administrative and academic building shall be constructed in substantial conformance with the attached amended campus development plan, a copy of which is on file with the City of Dubuque.

C. Performance Standards - The development and maintenance of uses in this ID Institutional District shall be established in conformance with Section 5-22 of the Unified Development Code and the following standards:
1. The stormwater control shall be designed and built in accordance with City Regulations subject to review and approval by the City of Dubuque Engineering Department.
2. That appropriate erosion and sediment control will be installed prior to commencement of any land disturbing activity related to the subject project, including all required state and city permits related to erosion control.
3. New outdoor lighting shall utilize 72-degree cut-off luminaries.
4. Landscaping shall be provided in compliance with Article 13 of the Unified Development Code.
5. All utilities, including telephone and cable television, shall be installed underground.
6. Final site plans shall be submitted in accordance with Articles 12 and 13 of the Unified Development Code.

D. Parking Requirements - The off-street parking requirements for the principal permitted uses for the herein described ID Institutional District shall be regulated as follows.
1. Any significant expansion or reduction in the number of off-street parking spaces must be reviewed by Planning Services staff for compliance with the adopted Institutional District regulations.

E. Sign Regulations - The sign regulations shall be the same as that which are allowed in Institutional District as established in Article 15 of the Unified Development Code.

F. Additional Standards - That all previously approved campus development plans are hereby amended to allow for the attached campus development plan.

G. Transfer of Ownership - Transfer of ownership or lease of property in this PR Planned Residential District shall include the transfer or lease agreement a provision that the purchaser or lessee acknowledges awareness of the conditions authorizing the establishment of the district.

H. Modifications - Any modifications of this Ordinance must be approved by the City Council in accordance with zoning reclassification proceedings of Section 16-9-5 of the Unified Development Code.

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 17th day of November 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

3. Planned Unit Development Amendment - Dubuque Industrial Center West: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Wernimont confirmed that the proposed change would only impact the Dubuque Industrial Center West Planned Unit Development (PUD) District, and that signage requirements in all areas of the city are being considered as part of

the Unified Development Code (UDC) update. City Council Members expressed support for the PUD amendment. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 41-25 Amending Title 16, Unified Development Code of the City of Dubuque Code of Ordinances, by Rescinding Ordinance No. 43-23 Which Established Regulations for a PUD Planned Unit Development District with a PI Planned Industrial Designation and Adopting an Amended PUD Ordinance to allow Directional Signs to be 24 square feet in area in all zones of the Dubuque Industrial Center West Planned Unit Development District. Seconded by Wethal. Motion carried 7-0.

**ORDINANCE NO. 41-25**

**AMENDING TITLE 16, UNIFIED DEVELOPMENT CODE OF THE CITY OF DUBUQUE CODE OF ORDINANCES, BY RESCINDING ORDINANCE NO. 43-23 WHICH ESTABLISHED REGULATIONS FOR A PUD PLANNED UNIT DEVELOPMENT DISTRICT WITH A PI PLANNED INDUSTRIAL DESIGNATION AND ADOPTING AN AMENDED PUD ORDINANCE TO ALLOW DIRECTIONAL SIGNS TO BE 24 SQUARE FEET IN AREA IN ALL ZONES OF THE DUBUQUE INDUSTRIAL CENTER WEST PLANNED UNIT DEVELOPMENT DISTRICT**

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

Section 1. That Title 16 of the Dubuque Code of Ordinances, Unified Development Code, is hereby amended by rescinding Ordinance No. 43-23 and to allow directional signs to be 24 square feet in area in all zones of the Dubuque Industrial Center West Planned Unit Development district with a PI Planned Industrial Designation for the property legally described, to wit:

Lot 2 of McFadden Farm Place No. 2, Part of Lot 1-2 McFadden Farm Place No. 4, Balance of Lot 1-2 McFadden Farm Place No. 4, Lot 1 of McFadden Farm Place No. 5, Part Lot 1A McFadden Farm Place No. 6, Balance of Lot 1A McFadden Farm Place No. 6, Balance of Lot 1 McFadden Farm Place No 6 excluding Lot 1A, Lot 4 Dubuque Industrial Center West, Lots 1-1, 2, 2-1, 3, 4, 5, 6, 7, 8 and C of Dubuque Industrial Center West 2nd Addition, Lots 1, 1-4, 2 2-4, 3, B and C of Dubuque Industrial Center West 4th Addition, Lots 1-1, 1-2, 1-3, 1-5, 2-3, A, C and D of Dubuque Industrial Center West 5th Addition, Lots 1 and A of Dubuque Industrial Center West 6th Addition, Lots 1, 1-2 and 2-2 of Dubuque Industrial Center West 7th Addition, Lots 1, 2 and B of Dubuque Industrial Center West 8th Addition, Lot 2 of Dubuque Industrial Center West 9th Addition, Lot 1 of Dubuque Industrial Center West Exc 7425 Condominiums, Lots 1-5, 3, 6 and H of Dubuque Industrial Center West Final Plat, Lots 1, 1-C and 2 of Dubuque Industrial Center North 1st Addition, Balance of Lot 2-C of Dubuque Industrial Center North 1st Addition, Balance of Lot 3 Dubuque Industrial Center North 1st Addition excluding Lot A, Part of Lot 3 Dubuque Industrial Center North 1st Addition excluding Lot A, Part of Lot 2-C of Dubuque Industrial Center North 1st Addition, Unit 1 and Unit 2 of 7425 Condominiums located on Lot 1 Dubuque Industrial Center West, Lot 1 Dubuque Industrial Center North 2nd Addition Located in DUB T6, Part of Lot A Dubuque Industrial Center North 1st Addition in Tax District DUB A, Part of Lot A Dubuque Industrial Center North 1st Addition in Tax District DUB T6, Part of Lot 1 Unison Addition, Lots 1 and 2A Dubuque Industrial Center North 3rd Addition, Lot 2-1 SW SW & 2-1 SE SW both in Section 30 T89N R2E, Lot 2 SE SW Section 30 T89N R2E, Lot 1-1 NW ¼ NW ¼ Section 29 T89N R2E, SE ¼ NW ¼ Section 29 T89N R2E, SW ¼ NW ¼ Section 29 T89N R2E, Lot 2 SW SE and Lot 2 SE SE Section 30 T89N R2E, and to the centerline of the adjoining public right of-way, all in the City of Dubuque, Iowa

Section 2. Attached hereto and made a part of this zoning reclassification approval is an amended Conceptual Development Plan for the Dubuque Industrial Center West Planned Unit Development. 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. The general plan layout, including the requirements shall be used as the implementation guide.

Section 3. Pursuant to Iowa Code Section 414.5 (2015), as amended, and as an express condition of the reclassification, the undersigned property owner(s) agree(s) to the following conditions, all of which the property owner(s) further agree(s) are reasonable and imposed to satisfy the public needs that are caused directly by the zoning reclassification:

A. Definitions

1. Building Related Features - Building related features are defined as all constructed items which rise above the grade surface of the lot. These include:
   a. The primary building
   b. All accessory or secondary buildings
   c. All exterior storage areas
   d. Exterior refuse collection areas
   e. Exterior mechanical equipment

f. Containerized or tank storage of liquids, fuels, gases, and other materials.

2. Vehicle Related Features - Vehicle related features are defined as all areas used for the movement and parking of all vehicles within the lot. These include:
   a. Employee and visitor parking spaces.
   b. Driveways from the street right-of-way line to and from parking spaces.
   c. Loading spaces outside of the building.
   d. Maneuvering spaces outside of the building.
   e. Parking spaces for company-owned commercial vehicles.
   f. Fire lanes.
   g. Railroad tracks.
3. Open Space Features - Open space features are defined as those exterior areas and developed features of the lot which include:
   a. Landscaped space containing lawn areas and plantings.
   b. Paved, hard-surfaced, pedestrian areas such as walkways, plazas, entryways and courtyards.
   c. Surface storm water detention areas not otherwise used for building-related or vehicle-related purposes.
   d. Open recreation areas and recreational trail.
   e. Other non-building and non-vehicular related space.

B. Use Regulations - The following regulations shall apply to all uses made of land in the above described PUD District:

Zone A: General Purpose and Description. Zone A is intended to provide for a limited amount of commercial development that will serve industrial park employees with daily commercial and service needs. The development of Zone A shall resemble a small shopping center with shared access, parking and signage to promote a unified commercial appearance. Exterior storage is prohibited.

1. Principal permitted uses shall be limited to:
   a. Public or quasi-public utilities including substations
   b. Business services
   c. Gas station/convenience/car wash
   d. Laundry/dry cleaner
   e. Indoor restaurant
   f. Drive-in/carry-out restaurant
   g. Drive-up automated bank teller
   h. Banks, savings and loans, and credit unions
   i. Group day care center
2. Conditional uses reserved for future use.
3. Accessory uses shall be limited to the following:
   a. Any use customarily incidental and subordinate to the principal use it serves.
4. Temporary uses shall be limited to the following - Any use listed as a permitted use within the PUD District of a limited duration as established in Section 3-19 Temporary Uses of the Unified Development Code.

Zone B: General Purpose and Description. Zone B is intended to provide for a variety of uses primarily involving light manufacturing, assembly and fabrication, warehousing, wholesaling, office uses and business services. Exterior storage is prohibited.

1. Principal permitted uses shall be limited to:
   a. Railroads and public or quasi-public utilities
   b. General offices
   c. Medical/dental lab
   d. Mail-order houses
   e. Printing and publishing
   f. Laboratories for research and engineering
   g. Wholesale sales/distributor
   h. Vending / game machine sales / service
   i. Cold storage/locker plants
   j. Packing and processing of meat, dairy or food products, not to include stockyards or slaughter houses
   k. Tool, die, and patter making
   l. Manufacture, assembly, repair or storage of electrical and electronic products, components or equipment
   m. Warehousing and storage facilities, not to include mini-warehouses
   n. Manufacturing, processing, fabrication, assembling, packaging or other comparable treatment of goods or materials, entirely within enclosed buildings
   o. Childcare centers
   p. Early learning centers
   q. Data centers
   r. Emergency call centers
2. Accessory uses shall be limited to the following:
   a. Retail outlets within a primary office/industrial building, selling products produced on-site and only as accessory to the principal use.
   b. Any use customarily incidental and subordinate to the principal use it serves.

3. Temporary uses shall be limited to the following - Any use listed as a permitted use within the PUD District of a limited duration as established in Section 3-19 Temporary Uses of the Unified Development Code.

Zone C: General Purpose and Description. Zone C is intended to provide for a variety of uses primarily involving light manufacturing, assembly and fabrication, warehousing, wholesaling, and office uses. Exterior storage is allowed with some restrictions, and must be screened from view from both the public right-of-way and surrounding privately owned property.

1. Principal permitted uses shall be limited to:
   a. Railroads and public or quasi-public utilities
   b. Corporate offices
   c. Medical/dental lab
   d. Mail-order houses
   e. Printing and publishing
   f. Laboratories for research and engineering
   g. Moving/storage facilities
   h. Wholesale sales/distributor
   i. Freight transfer facilities
   j. Vending / game machine sales / service
   k. Cold storage/locker plants
   l. Packing and processing of meat, dairy or food products, not to include stockyards or slaughter houses
   m. Tool, die, and pattern making
   n. Manufacture, assembly, repair or storage of electrical and electronic products, components or equipment
   o. Warehousing and storage facilities, not to include mini-warehouses
   p. Manufacturing, processing, fabrication, assembling, packaging or other comparable treatment of goods or materials, entirely within enclosed buildings
   q. Animal hospital or clinic
   r. Kennel
   s. Pet daycare or grooming
2. Conditional uses shall be limited to the following:
   a. Day care center, within a primary office/industrial building or as an accessory structure on the same lot. Day care centers are subject to state and local regulations.
      i. Indoor floor area (excluding halls and bathrooms) must be provided per child in areas occupied by cribs as per State Code;
      ii. Indoor floor area (excluding halls and bathrooms) must be provided per child in areas not occupied by cribs times the licensed capacity as per State Code;
      iii. Fenced outdoor recreation space, must be provided per child using the space at a given time as per State Code;
      iv. Such facility shall provide for the loading and unloading of children so as not to obstruct public streets or create traffic or safety hazards;
      v. All licenses have been issued or have been applied for awaiting the outcome of the Board's decision;
      vi. No group day care center may be located within the same structure as any gas station, bar / tavern, automated gas station or any facility selling, servicing, repairing or renting vehicles;
      vii. The parking group requirements can be met
      viii. The conditional use applicant certifies that the premises on which the group day care center will be located complies with, and will for so long as the group day care center is so located, continue to comply with all local, state and federal regulations governing hazardous substances, hazardous wastes, and hazardous materials, including, but not limited to Iowa Code chapter 455B (1991); 42 U.S.C. Section 9601 of the Federal Comprehensive Environmental Response Compensation and Liability Act; 40 C.F.R. Section 3-2.4; and Section 302 of the Superfund Amendments and Reauthorization Act of 1986; and
      ix. If the applicant is subject to the requirements of Section 302 of the Superfund Amendments and Reauthorization Act of 1986, the Emergency Management Director shall certify whether or not 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 substances.

3. Accessory uses shall be limited to the following:
   a. Retail outlets within a primary office / industrial building, selling products produced on-site and only as accessory to the principal use.
   b. Any use customarily incidental and subordinate to the principal use it serves.
4. Temporary uses shall be limited to the following - Any use listed as a permitted use within the PUD District of a limited duration as established in Section 3-19 Temporary Uses of the Unified Development Code.

Zone D: General Purpose and Description. Zone D is intended to provide appropriate locations for heavy industrial uses. Exterior storage is allowed, provided it is screened from view from public right-of-way.

1. Principal permitted uses shall be limited to:
   a. Railroads and public or quasi-public utilities
   b. Corporate offices
   c. Mail order houses
   d. Printing and publishing
   e. Laboratories for research and engineering
   f. Moving/storage facilities
   g. Wholesale sales/distributor
   h. Freight transfer facilities
   i. Fuel and ice dealers
   j. Cold storage/locker plants
   k. Packing and processing of meat, dairy or food products, not to include stockyards or slaughter houses
   l. Compounding, processing and packaging of chemical products
   m. Manufacture, assembly, repair or storage of electrical and electronic products, components or equipment).
   n. Warehousing and storage facilities, not to include Mini warehouses
   o. Manufacturing, processing, fabrication, assembling, packaging or other comparable treatment of goods or materials
2. Conditional uses shall be limited to the following:
   a. Day care center, within a primary office/industrial building or as an accessory structure on the same lot. Day care centers are subject to state and local regulations.
      i. Indoor floor area (excluding halls and bathrooms) must be provided per child in areas occupied by cribs as per State Code;
      ii. Indoor floor area (excluding halls and bathrooms) must be provided per child in areas not occupied by cribs times the licensed capacity as per State Code;
      iii. Fenced outdoor recreation space must be provided per child using the space at a given time as per State Code;
      iv. Such facility shall provide for the loading and unloading of children so as not to obstruct public streets or create traffic or safety hazards;
      v. All licenses have been issued or have been applied for awaiting the outcome of the Board's decision;
      vi. No group day care center may be located within the same structure as any gas station, bar/tavern, automated gas station or any facility selling, servicing, repairing or renting vehicles;
      vii. The parking group requirements can be met
      viii. The conditional use applicant certifies that the premises on which the group day care center will be located complies with, and will for so long as the group day care center is so located, continue to comply with all local, state and federal regulations governing hazardous substances, hazardous wastes, and hazardous materials, including, but not limited to Iowa Code chapter 455B (1991); 42 U.S.C. Section 9601 of the Federal Comprehensive Environmental Response Compensation and Liability Act; 40 C.F.R. Section 3-2.4; and Section 302 of the Superfund Amendments and Reauthorization Act of 1986; and
      ix. If the applicant is subject to the requirements of Section 302 of the Superfund Amendments and Reauthorization Act of 1986, the Emergency Management Director shall certify whether or not 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 substances.

3. Accessory uses shall be limited to the following:
   a. Retail outlets within a primary office/industrial building, selling products produced on-site and only as accessory to the principal use.
   b. Any use customarily incidental and subordinate to the principal use it serves.
4. Temporary uses shall be limited to the following: Any use listed as a permitted use within the PUD District of a limited duration as established in Section 3-19 Temporary Uses of the Unified Development Code.

Zone E: General Purpose and Description. Zone is intended to provide a location for businesses that require exterior handling or storage of materials or equipment. Exterior handling or storage is allowed, except along Seippel Road, where it is prohibited.

1. Principal permitted uses shall be limited to:
   a. Public or quasi-public utilities
   b. Corporate offices
   c. Mail-order houses.
   d. Printing and publishing
   e. Laboratories for research and engineering
   f. Moving/storage facilities
   g. Wholesale sales/distributor
   h. Freight transfer facilities.
   i. Fuel and ice dealers
   j. Cold storage/locker plants
   k. Packing and processing of meat, dairy or food products, not to include stockyards or slaughter houses
   l. Compounding, processing and packaging of chemical products
   m. Manufacture, assembly, repair or storage of electrical and electronic products, components or equipment
   n. Warehousing and storage facilities, not to include mini-warehouses
   o. Manufacturing, processing, fabrication, assembling, packaging or other comparable treatment of goods or materials entirely within enclosed buildings.
   p. Contractors shop/yard
   q. Recycling industries entirely within enclosed buildings with no outdoor storage
   r. Timber processing
2. Conditional uses reserved for future use.
3. Accessory uses shall be limited to the following:
   a. Retail outlets within a primary office/industrial building, selling products produced on-site and only as accessory to the principal use.
   b. Any use customarily incidental and subordinate to the principal use it serves.
4. Temporary uses shall be limited to the following: Any use listed as a permitted use within the PUD District of a limited duration as established in Section 3-19 Temporary Uses of the Unified Development Code.

Zone O: General Purpose and Description. Zone O is intended to serve as an amenity to the industrial park, providing open space and control of storm water to protect downstream properties.

1. Principal permitted uses shall be limited to:
   a. Railroads and public or quasi-public utilities
   b. Parks, nature areas, playgrounds, and similar recreational uses
   c. Picnic areas
   d. Recreational trails
   e. Club houses, shelter houses, tennis courts, or playground equipment, or other recreational buildings and structures when associated with parks, nature areas, playgrounds, recreational facilities
   f. Construction of dams, reservoirs, or detention ponds
2. Conditional uses reserved for future use.
3. Accessory uses shall be limited to the following:
   a. Any use customarily incidental or subordinate to the principle use it serves.
4. Temporary uses reserved for future use.

C. Lot and Bulk Regulations - Development of land in Zones A, B, C, D, E and O shall be regulated as follows:

1. All building structures and activities shall be located in conformance with the attached conceptual development plan and all final site development plans shall be approved in accordance with provisions of the PUD District regulations of this ordinance and of Section 5-24 PUD Planned Unit Development of the Unified Development Code.
2. All buildings related features in Zones A, B, C, D, E and O shall be in accordance with the following bulk regulations chart:

| Zone | Minimum Lot area In Acres | Lot Frontage Min. | Front Yard Setback Min. Ft. | Side Yard Setback Min. Ft. | Rear Yard Setback Min. Ft. | Building Height Max. Ft. |
|---|---|---|---|---|---|---|
| A | 1/2 acre | 100 | 20 | 10* | 20 | 30 |
| B | 2 acres | 100 | 50 | 10 | 25 | 50 |

| | | | | | | |
|---|---|---|---|---|---|---|
| C | 2 acres | 100 | 50 | 25 | 25 | 75 |
| D | 2 acres | 100 | 50 | 25 | 50 | 100 |
| E | 2 acres | 100 | 50 | 10 | 25 | 50 |
| O | N/A | N/A | N/A | N/A | N/A | N/A |

*0-foot side yard setbacks from property lines shall be permitted for attached buildings.

a. Lots smaller than minimum will be allowed if the parcel is consolidated or combined with a larger lot. Substations for public and quasi-public utilities shall be exempt from lot frontage and lot area requirements.

b. Maximum lot coverage shall be 80 percent. All building and vehicle related features shall be considered when calculating total land area coverage, except fire lanes and railroad tracks.

c. Maximum building height shall be as stipulated in the bulk regulations chart above, except the following may exceed the height limit: cooling towers, condensers, elevator bulkheads, stacks and other necessary mechanical equipment and their protective housing. Heating, ventilating and air conditioning (HVAC) equipment is limited to 10 feet above height limitation, except in Zone A where 30 feet maximum height includes HVAC equipment.

d Within required front, side and rear setbacks, only driveways, fire lanes, railroad tracks, open space features, and primary and secondary signage are allowed. Parking lots may encroach up to 50% into a required front yard setback.

D. Parking and Loading Regulations

1. All vehicle-related features, except for railroad tracks, shall be surfaced with either asphalt or concrete.
2. All parking and loading spaces shall be delineated on the surfacing material by painted strips or other permanent means.
3. The number, size and design of parking spaces shall be governed by applicable provisions of City of Dubuque Unified Development Code.
4. The number, size and 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.
5. The location and number of private driveway intersections with public streets shall be reviewed and approved by the City Engineer. Access shall generally be limited to internal streets.
6. No on-street maneuvering of delivery vehicles will be allowed on any street. Lots shall provide all necessary maneuvering space for delivery vehicles within the boundaries of the lots.
7. All loading docks for shipping and receiving of raw and manufactured goods shall be designed to provide for the direct movement of goods between the deliver vehicle and the interior of the building.

E. Sign Regulations

1. Applicability of Cit of Dubuque Ordinances: The provisions of Section 15 Signs of the Unified Development Code shall apply unless further regulated by this section.
2. Off-Premise Signs: Off-premise signs shall be prohibited.
3. On-Premise Signs: On-premise signs shall be erected or constructed in accordance with the following regulations.

a. Allowable content: signs, messages and graphics shall be limited to the following contents:

i. Industrial Center signs: limited to identification of Dubuque Industrial Center West
- Entrance signs
- Directory signs

ii. Company primary signs: limited to identification of uses in Zones B, C, D and E
- Identification of company name
- Identification of company products or services by generic name only
- Graphic symbol or logo identified with the company

iii. Commercial primary signs: limited to identification of uses in Zone A
- Identification of business name
- Identification of business products or services by generic names only
- Graphic symbol or logo identified with the business

iv. Secondary signs: allowable in all zones
- Street address
- Directional messages necessary for the safe and efficient flow of vehicular and pedestrian traffic on the lot
- Identification of visitor entrances to the building, shipping and receiving docks and other delivery points
- Identification of assigned parking spaces and parking spaces accessible to persons with disabilities
- Temporary announcements of pending or new construction
- Commemorative messages

b. Schedule of sign regulations: allowable structural type, size, number and height shall be limited to the following requirements.

| Type of Sign | Max. Size | Max. Number | Allowable Structure Type | Max. Height * |
|---|---|---|---|---|
| Industrial Center Entrance Signs | 200 sq. ft. per sign face | Six (6) signs | Monument | 12 ft. |
| Industrial Center Directory Signs | 30 sq. ft. per sign face | Three (3) signs | Monument | 8 ft. |
| Company Primary Signs | 10% of building wall sign is mounted on or 400 total sq. ft. of sign area, whichever is less. | 2 signs per street frontage per business | Wallmounted | Below eave or parapet |
| | 150 sq. ft. per sign face | 1 sign per business restricted to interior street frontages only | Monument | 10 ft. |
| Commercial Primary Signs | 100 sq. ft. per sign face | 2 signs per business provided only 1 sign may be a monument - style sign | Wallmounted | Below eave or parapet |
| | | | Monument | 10 ft. |
| Secondary Signs | 24 sq. ft. per sign face | No maximum number | Wallmounted | Below eave or parapet |
| | | | Monument | 6 ft. |

*The height of monument-style signs shall be measured from average grade to top of sign structures.

c) Variances: Variances from sign requirements for size, number and height may be requested. Such variances shall be reviewed by the Zoning Board of Adjustment in accordance with Section 86 Variance Procedure of the Unified Development Code.

d) Lighting: Signs may be illuminated only by means of indirect lighting, whereby all light sources and devices are shielded from view by opaque or translucent materials, or internally illuminated by means of a light source completely enclosed by the sign panel.

e) Motion: No signs may include any device or means, mechanical, electrical or natural, which shall cause any motion of the sign panel or any part thereof. No flashing lights or changing colors shall be allowed.

F. Exterior Storage Regulations - Exterior storage shall be in accordance with the following regulations:

| Zone | Allowable Products Stored | Allowable Location | Allowable Screening Materials | Min. Opacity | Max. Height of Screening |
|---|---|---|---|---|---|
| A | PROHIBITED | | | | |
| B | PROHIBITED | | | | |
| C | Finished Goods | Rear or side yards | Synthetic materials, wood, masonry, brick or stone similar to building color | 50% | 10 ft. |
| D | Raw or finished goods; equipment | Rear or side yards | Similar to building color | 50% | 12 ft. |
| | Raw of finished goods; equipment | Rear or side yards | Similar to building color | 100% | 15 ft. |
| O | PROHIBITED | | | | |

*Exterior storage is prohibited on lots fronting Seippel Road.

1. Exterior storage of materials, which could be blown into the air or strewn about by the wind, shall be prohibited.
2. Exterior storage, where allowed, shall not encroach into a front yard. A front yard may exceed the required front yard setback.
3. The ground area coverage of exterior storage areas shall be the area contained inside the required screening. This area shall be considered to be a building-related feature for purposes of calculating total land area coverages.
4. Exterior storage (where allowed. must be screened from view from adjacent public right-of-way. In Zone C, exterior storage must be screened from both the public right-of-way and surrounding privately owned property.
5. The screening height shall be measured from the ground level outside the line of the screen. Screens built on sloping grades shall be stepped so that their top line shall be horizontal.
6. Required screening is intended to buffer surrounding property from the negative visual impact created by the

storage of raw or finished goods, materials and equipment that can adversely impact the value of adjacent property.

7. The City Planner may grant a waiver for screening to exceed the maximum height allowed, when topography or height of individual finished products or equipment could make it impossible to completely screen a storage area from every vantage point. The City Planner may not grant waiver in maximum screening height for raw materials or stacked goods.
8. All exterior entrances to a screened storage area shall be provided with a gate or door of similar design to that of the screen.
9. Long-term storage of products or materials in semi-trailers or shipping containers is prohibited.

G. Exterior Trash Collection Area Requirements

1. Exterior trash collection areas shall include collection bins, dumpsters, and similar waste receptacles for the short-term storage and collection of trash. Trash shall include garbage, scrap, recyclables, debris and similar materials.
2. The storage of trash shall be limited to that produced by the principal permitted use and accessory uses of the lot. Exterior storage of trash, which could be blown into the air or strewn about by the wind, shall be prohibited.
3. The ground area coverage of exterior trash collection areas shall be the area contained inside the required screening. This area shall be considered a building-related feature for purposes of calculating total land area coverages.
4. Exterior trash collection areas shall be located in rear or side yards only. Exterior trash collection areas shall not encroach into a front yard. A front yard may exceed the required front yard setback.
5. All exterior trash collection areas and the materials contained therein shall be screened from view from the adjacent public right-of-way.
6. The screening shall be a 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 built on sloping grades shall be stepped so that their top line shall be horizontal.
7. Exposed materials used to construct the opaque screen shall be similar in appearance to materials used for exterior building walls. All exterior entrances to a screened trash area shall be provided with a gate or door of similar design to that of the screen.
8. If a 10-foot-high screen fails to shield the exterior trash collection area from view from the adjacent public right-of-way, evergreen plantings may be required in addition to the screening. Evergreen plant materials shall be selected and designed so that they will screen the area from the adjacent public right-of-way within five (5. Years).

H. Landscaping Regulations - The following Landscape Regulations shall apply to each lot:

1. Plant Materials: The open space area of each lot shall be planted with permanent lawn and ground covers, shrubs and trees. It is the intent of these regulations that the development of required open spaces shall reflect a high quality of environmental design.
2. Landscaping: The following is the minimum requirement of trees and shrubs, by number and size, and the type of ground cover required. Street trees planted in public street right-of-way shall not be counted toward fulfillment of the minimum site requirements set forth below. Plant species to be used for landscaping shall be in accordance with the City of Dubuque Street Tree policy. Existing trees and shrubs to be retained on site may be counted toward fulfillment of the landscaping requirements.
   a. Minimum tree planting requirements for any new development in the Dubuque Industrial Center West shall be one (1) tree of the following size per 1,600 square feet of required open space:
   40% minimum: 2-2 1/2" caliper diameter deciduous and/or 8-foot height or greater evergreen.
   Balance: 1 1/2 - 2" caliper diameter deciduous and/or 6-foot height evergreen.
   b. Minimum shrub requirements at the time of planting for any development in the PUD District, shall be 6 shrubs, or 1 shrub per 1 ,000 square feet of required open space, whichever is greater.
   Shrubs shall be a minimum of 18" height or minimum of one (1) gallon potted.
3. Landscape berms and/or plantings shall be required as screening for parking areas adjacent to public streets and shall be a minimum of three (3) feet in height and can utilize natural grade changes to achieve the required 50% opacity landscaping screen. Parking lot screening is in addition to

required landscaping of open space areas.

4. Trees shall be provided in all parking lot islands, which are of sufficient size to ensure the growth and survival of the trees. Trees planted in parking lot islands may be counted toward the minimum tree planting requirements.
5. The developer of any lot fronting Seippel Road and/or Chavanelle Road shall participate in the planting trees compatible in species and spacing with tree plantings, which have previously been completed by the City along said streets.
6. The installation of required planting materials may be phased in direct proportion to the phasing of building construction. Required landscaping shall be installed by the date the Building Services Department issues an occupancy certificate, or if winter weather prevents planting, within six months of being issued an occupancy certificate.
7. To reduce erosion, all disturbed open space areas shall have ground cover of grass or native vegetation, which is installed as sod, or seeded, fertilized and mulched.
8. The lot owner is required to replant any and all plant materials, which have died due to any cause during the effective period of this PUD Ordinance.
9. A detailed landscape plan shall be required as part of submittal for final site development plan approval.
10. The area between the public street and the right-of-way line shall be planted with grass and maintained by the lot owner.
11. Industrial Center landscaping: Common areas and streetscapes of the PUD District shall be in accordance with the landscape plan, a copy of which is attached and made a part of this PUD ordinance.

I. Performance Standards – The development and maintenance of uses in this PUD District shall be established in conformance with the following standards:

1. Site Lighting: exterior illumination of site features and location and design of site lighting shall be in accordance with the following requirements:
   a. Exterior Illumination of site features shall be limited to the illumination of the following:
      - Parking areas, driveways and loading facilities
      - Pedestrian walkway surfaces and entrances to building
      - Screened storage areas
      - Building exterior

   b. Location and design of site lighting shall be in accordance with the following requirements:
      - All exterior lighting shall be designed, installed and maintained so as not to cause glare or to shine in adjacent lots and streets.
      - No light source shall provide illumination onto adjacent lots, buildings or streets in excess of 1 .0-foot candle.
      - All exterior lighting luminaries shall be designed and installed to shield light from the luminaire at angles above 72 degrees from vertical.
      - Fixtures mounted on a building shall not be positioned higher than the roofline of the building.
      - Wooden utility type poles are acceptable only for temporary use during construction.
      - All electrical service lines to posts and fixtures shall be underground and concealed inside the posts.
2. Utility Locations: Service lines and mechanical equipment for utilities shall be located in accordance with the following requirements.
   a. Service Lines: All electrical, telephone cable and other similar utility lines serving the building and other site features shall be located underground.
   b. Mechanical Equipment: All ground-mounted electrical transformers, switching gear, relay boxes, meters, air conditioning units, heat pumps and other similar mechanical equipment shall be screened from view. Screening may consist of plantings or masonry walls. Plantings shall achieve 50% opacity after three (3) growing seasons and a masonry wall shall appear to be an integral part of the building's overall architectural design.
3. Site Plans: Final site development plans shall be submitted in accordance with Section 12 Site Plans of the Unified Development Code prior to construction of each building and vehicle-related feature unless otherwise exempted by Section 12 Site Plans.
4. Storm Water Conveyance: The developer of each lot shall be responsible for providing surface or subsurface conveyance(s) of storm water from the lot to existing storm sewers or to flow

line of open drainage ways outside the lot in a means that is satisfactory to the Public Works Department of the City of Dubuque. Other applicable regulations enforced by the City of Dubuque relative to storm water management and drainage shall apply to properties in the PUD District.

5. Platting: The conceptual development plan shall serve as the preliminary plat for this PUD District. Subdivision plats and improvement plans shall be submitted in accordance with Chapter 11 Land Division of the City of Dubuque Unified Development Code.
6. Noises: Noises generated within the PUD District shall be regulated by Chapter 33, Article IV Noises, of the City of Dubuque Code of Ordinances.
7. Street Lighting: Streetlights shall be installed in accordance with City of Dubuque standards.
8. Flood Plain Regulations: The area of the PUD District that lies within the flood plain of Catfish Creek shall be subject to the regulations of Section 6-4 Flood Hazard Overlay Districts of the Unified Development Code.
9. Phased construction of Buildings and Parking Spaces: The construction of off-street parking spaces may be phased in proportion to the percentage of total building floor area constructed at any one time. Ground area set aside for future parking, loading spaces or driveways or for parking provided in excess of the minimum required number of parking spaces shall not reduce the minimum required area for open space.
10. Other Codes and Regulations: These regulations do not relieve an owner from other applicable City, County, State and Federal codes, regulations, laws and other controls relative to the planning, construction, operation and management of property in the PUD District.

J. Open Space and Recreational Areas - Those areas not designated on the conceptual development plan as "open" shall be maintained as open space by the property owner and/or association. The recreational trail shall be maintained by the property owner and/or association.

K. Ordinance History

1. Ord. 43-23: Rescinding Ord. No. 6-23, and allowing animal hospital or clinic, kennel, and pet daycare or grooming as permitted uses in Zone C of the Dubuque Industrial Center West PUD Planned Unit Development district with a PI Planned Industrial Designation.
2. Ord. 6-23: Rescinding Ord. No. 32-18, and allowing childcare centers, early learning centers, general offices, data centers, and emergency call centers within Zone B of the Dubuque Industrial Center West PUD Planned Unit Development district with a PI Planned Industrial Designation.
3. Ord. 32-18: Rescinding Ord. No. 83-04, No. 07-02, and No. 14-98 and rezoning an approximately 124-acres of property from Agricultural District and approximately 36-acres of property from PI Planned Industrial to the regulations of the Dubuque Industrial Center West Planned Unit Development with a PI Planned Industrial designation.
4. Ord. 83-04: Amending Ord. No. 14-98 and No. 07-02 by reclassifying hereinafter described property located east of Seippel Road and south of Middle Road from Agricultural District to PUD Planned Unit Development with a PI Planned Industrial designation and adopting a conceptual development plan.
5. Ord. 07-02: Reclassifying an approximately 25-acre property located east of Seippel Road and North of the county farm from Agricultural designation to PUD Planned Unit Development District with a PI Planned Industrial designation and adopting an amended conceptual development plan, with conditions, for the Dubuque Industrial Center West.
6. Ord. 14-98: Reclassifying property located east and west of Seippel Road and north of the county farm from Agricultural designation to PUD Planned Unit Development with a PI Planned Industrial designation.

L. 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 district.

M. Modifications - Any modifications of this Ordinance must be approved by the City Council in accordance with zoning reclassification proceedings of Section 9 of the Unified Development Code.

N. Recording - A copy of this ordinance shall be recorded at the expense of the property owner(s) with the Dubuque County Recorder as a permanent record of the conditions accepted as part of this reclassification approval within thirty (30) days after the adoption of this ordinance. This ordinance shall be binding upon the

undersigned and his/her heirs, successors and assigns.

Section 4. The foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 5. The foregoing amendment shall take effect upon publication, as provided by law.

Passed, approved and adopted this 17th day of November 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

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

**RESOLUTION NO. 375-25**
**COMISKEY PARK PHASE 2 REDEVELOPMENT PROJECT - APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST**

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 Comiskey Park Phase 2 Redevelopment Project, in the estimated construction amount of $3,376,900.00, are hereby approved.

Passed, adopted and approved this the 17th day of November 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**PUBLIC INPUT**

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

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

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

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

**ACTION ITEMS**

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

**RESOLUTION NO. 376-25**
**DUBUQUE CHILDREN'S OUTDOOR BILL OF RIGHTS APPROVAL AND ADOPTION BY CITY COUNCIL**

Whereas, the City of Dubuque and a team of partners became a Nature Everywhere Accelerator Community in September of 2024; and

Whereas, children are healthier, happier, and more hopeful, and perform better in school when they learn and play in nature; and

Whereas, children are more resilient, more confident, more creative, and better problem solvers when they have safe access to parks, nature centers, rivers, streams, and other outdoor spaces; and

Whereas, all children feel welcome at all of Dubuque's parks, pools, trails, waterways, and open spaces; and

Whereas, communities enjoy stronger health outcomes, including lower mortality rates and disease, with easy and regular

access to nature; and

Whereas, children who develop a positive relationship with nature are more likely to become tomorrow's stewards of our natural heritage; and

Whereas, through its parks, trails, waterways, open spaces, and other natural spaces, Dubuque and regional collaborators provide a wide variety of quality outdoor opportunities.

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

Section 1. The Dubuque Children's Outdoor Bill of Rights is hereby approved and adopted by the City of Dubuque.

Passed, approved, and adopted this 17th day of November 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

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

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

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

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

**RESOLUTION NO. 377-25**
**AWARDING PUBLIC IMPROVEMENT CONTRACT FOR THE AMBASSADOR COURT STORM SEWER REPLACEMENT PROJECT**

Whereas, sealed proposals have been submitted by contractors for the Ambassador Court Storm Sewer Replacement Project, (the Project) pursuant to Resolution No. 341-25 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service with statewide circulation on the 22nd day of October 2025; and

Whereas, said sealed proposals were opened and read on the 6th day of November 2025 and it has been determined that Temperley Excavating Inc. of East Dubuque, Illinois, in the bid amount of $113,629.65, is the lowest responsive, responsible bidder for the Project.

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

That a Public Improvement Contract for the Project is hereby awarded to Temperley Excavating Inc. and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

Passed, approved, and adopted this 17th day of November 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

5. Request for Ordinance Modification-City Code 7-7-6 Bicycle Lighting Requirements: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. When asked about the classification of e-bikes and scooters, Police Chief Jeremy Jensen stated that e-bikes are considered bicycles per state code definition. He also confirmed that the Police Department's School Resource Officers (SROs) are exploring the possibility of offering bike safety training in local schools. Jensen stated that the department plans to communicate the change in city code directly to the public and through social media channels. Motion carried 7-0.

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

**ORDINANCE NO. 43-25**
**AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 7 POLICE, FIRE, AND PUBLIC SAFETY, CHAPTER 7 BICYCLES, SECTION 6 EQUIPMENT**

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

Section 1. Section 7-7-6 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

7-7-6: EQUIPMENT:

A. Each bicycle, when in use on the streets, sidewalks, highways, parks, or multi-use trails of the city between sunset to sunrise, and at such other times when conditions such as fog, snow, sleet, or rain provide insufficient lighting to render clearly discernible persons and vehicles at a distance of five hundred feet (500') ahead, shall be equipped with a lamp on the front exhibiting a white light visible from at least three hundred feet (300') to the front and with a lamp on the rear exhibiting a red light visible from a distance of three hundred feet (300') to the rear; except that a red reflector of a type approved by the United States consumer products safety commission may be used in lieu of a rear light. Other lamps are permissible if no red light is directed towards the front, nor white light to the rear.

B. The use of sirens or whistles on a bicycle is prohibited.

C. No person shall drive a bicycle unless it is equipped with a functional brake. Unicycles are exempt from the brake requirement.

D. A person propelling a bicycle on the streets, sidewalks, highways, parks, or multi-use trails of the city shall not ride other than upon or astride a permanent and regular seat attached to the bicycle.

E. Each bicycle driven along the streets, sidewalks, highways, parks, or multi-use trails of the city shall have such other equipment, and the equipment shall be in such condition, as will allow it to be operated safely.

Section 2. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 17th day of November 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

6. Proposed Changes to Permitting and Valuation Practices: Motion by Sprank to receive and file the documents and approve the revised permit valuation model for new construction and fee proposal change to the permitting fee structure for residential alterations, Mechanical, Electrical, and Plumbing permits, and solar and swimming pool permits. Seconded by Farber. Assistant Housing and Community Development Director Michael Belmont gave a presentation. In response to

questions, Belmont clarified that the valuation model does not change the permit process and is already in use by other cities. He noted that building permit data is public, allowing contractors to provide feedback, and cautioned that the number of permits issued annually can fluctuate. To account for this, the department will compare similarly sized projects and expects to have relevant data available for inclusion in its upcoming budget presentation. City Council Members expressed support for the valuation model and the effort to collect data to evaluate its effectiveness. They also supported its inclusion in the Housing and Community Development Department's annual budget presentation. Council Members also encouraged contractors to continue sharing feedback with City staff and Council, and they thanked the Building Code Advisory and Appeals Board for its contributions. Motion carried 7-0.

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

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

## COUNCIL MEMBER REPORTS

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

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

Farber reported on the recent passing of Tami Ryan.

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

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

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

## CLOSED SESSION

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

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

## ADJOURNMENT

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

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS REGULAR SESSION OFFICIAL

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

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

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

## PLEDGE OF ALLEGIANCE

## PRESENTATIONS

1. Grand River Center Receives National Recognition from EXHIBITOR Magazine: Parks and Recreation Director Matthew Kalcevich recognized the Grand River Center for being named one of North America's Best Convention Centers in the 2026 EXHIBITOR Magazine Centers of Excellence Awards. Grand River Center and Five Flags Civic Center General Manager Ryan Bonifas also offered remarks regarding the recognition. The article can be viewed online at: https://www.exhibitoronline.com/news/article.asp?ID=24764.

## PROCLAMATIONS

1. Eradication of Generational Poverty Month (December 2025) was accepted by Caprice Jones on behalf of the Fountain of Youth Program.

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

## CONSENT ITEMS

Breitfelder announced that written input was received from Dean Boles regarding Action Item No. 14. Motion by Resnick to receive and file the documents, adopt the resolutions, and dispose of as indicated. Seconded by Farber. Motion carried 7-0.

1. Minutes and Reports Submitted: City Council Proceedings of November 17, 2025; Cable TV Commission of March 5, 2025; Community Development Advisory Commission of September 3, 2025; Human Rights Commission of October 14, 2025; Library Board of Trustees Update of September 25, 2025; Transit Advisory Board of September 11, 2025; Zoning Board of Adjustment of October 23, 2025; Proof of Publication for City Council Proceedings of November 3, 2025; Proof of Publication for expenditure reports presented at the November 3, 2025 City Council meeting. Upon motion the documents were received and filed.

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

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

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 378-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

### RESOLUTION NO. 378-25 AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES

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 1st day of December 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Fiscal Year 2025 City Street Financing Report: City Manager transmitted the annual City Street financing report that has been filed with the Iowa Department of Transportation. Upon motion the documents were received and filed.

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

**RESOLUTION NO. 379-25**
**APPROVING THE FISCAL YEAR 2025 URBAN RENEWAL REPORT FOR THE CITY OF DUBUQUE**

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

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

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

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

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

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

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

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

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

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

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

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

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

**RESOLUTION NO. 380-25**
**ADOPTING THE FISCAL YEAR 2026 (PROGRAM YEAR 2025) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN AMENDMENT #1**

Whereas, the City of Dubuque, through a series of public meetings and hearings, proposed a Fiscal Year 2026 (Program Year 2025) Community Development Block Grant Annual Action Plan for inclusion in the City Budget addressing housing and non-housing needs in the community; and

Whereas, the Community Development Advisory Commission held a public meeting and public hearing on September 3, 2025, to receive community input on the First

Amendment to the Fiscal Year 2026 (Program Year 2025) Community Development Block Grant Annual Action Plan; and

Whereas, the Community Development Advisory Commission unanimously recommended the City Council approve Amendment #1 to the Fiscal Year 2026 (Program Year 2025) Community Development Block Grant Annual Action Plan on September 3, 2025.

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

Section 1. That the Community Development Block Grant Fiscal Year 2026 (Program Year 2025) Annual Action Plan Amendment #1, attached hereto and by this reference made a part hereof, is hereby approved.

Section 2. The City Manager or his designee of the City of Dubuque is hereby authorized to direct staff to prepare and submit to the United States Department of Housing and Urban Development the Fiscal Year 2026 (Program Year 2025) Annual Action Plan Amendment #1 with all related documents, for the use of Community Development Block Grant funds based on this adopted budget and execute standard contracts and agreements.

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

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

11. Lead Poisoning Prevention and Healthy Homes Funding and Agreement with the Visiting Nurse Association (VNA): City Manager recommended approval for a renewed agreement with the Dubuque Visiting Nurse Association for services related to the Childhood Lead Poisoning Prevention Program and Healthy Homes Program and authorize the City Manager to sign the agreement. Upon motion the documents were received, filed, and approved.

12. Interagency Agreement between the City of Dubuque and the Dubuque County Board of Health for Inspection of Pools, Spas and Tattoo Parlor Facilities in Dubuque County: City Manager recommended approval of the sub-contract between the City of Dubuque and the Dubuque County Board of Health for the inspection and enforcement of swimming pools and spas, and tattoo parlors to be effective July 1, 2025, through June 30, 2028 and authorize the City Manager to sign the agreement. Upon motion the documents were received, filed, and approved.

13. 2026 DollarWise Innovation Grant Application: Upon motion the documents were received and filed, and Resolution No. 381-25 Retroactively Authorizing the Filing of an Application for the 2026 Dollarwise Innovation Grant with the United States Conference of Mayors was adopted.

**RESOLUTION NO. 381-25**
**RETROACTIVELY AUTHORIZING THE FILING OF AN APPLICATION FOR THE 2026 DOLLARWISE INNOVATION GRANT WITH THE UNITED STATES CONFERENCE OF MAYORS**

Whereas, applications for certifications, funding, and grants are set by outside entities and outside the control of the City; and

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

Whereas, the City applied for the 2026 DollarWise Innovation Grant from the United States Conference of Mayors with an application deadline of November 21, 2025; and

Whereas, the Mayor signed the application and seeks retroactive approval of the grant application from the City Council.

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

Section 1. The application to the United States Conference of Mayors is approved retroactive to November 21, 2025.

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

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

14. Urban Sustainability Directors Network (USDN) Grant Application: Upon motion the documents were received and filed, and Resolution No. 382-25 Retroactively Authorizing the Filing of an Application for the Catalyst Fund with Urban Sustainability Directors Network (USDN) was adopted.

**RESOLUTION NO. 382-25**
**RETROACTIVELY AUTHORIZING THE FILING OF AN APPLICATION FOR THE CATALYST FUND WITH URBAN SUSTAINABILITY DIRECTORS NETWORK (USDN)**

Whereas, applications for certifications, funding, and grants are set by outside entities and outside the control of the City; and

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

Whereas, the City applied for the Catalyst Fund opportunity from USDN with an application deadline of 11/12/2025.

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

Section 1. The application to USDN is approved retroactive to November 12, 2025.

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

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

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

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

**ITEMS SET FOR PUBLIC HEARING**

1. Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and Staver-Muench, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Motion by Roussell to receive and file the documents, adopt Resolution No. 383-25 Fixing the Date for a Public Hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and between the City of Dubuque, Iowa and Staver-Muench, LLC, Including the Proposed Issuance of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, and providing for the Publication of Notice Thereof, and set the public hearing for December 15, 2025. Seconded by Jones. Motion carried 7-0.

**RESOLUTION NO. 383-25**
**FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND STAVER-MUENCH, LLC, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF**

Whereas, Staver-Muench, LLC is the owner of the property legally described as follows:

> The Southerly ½ of Lot 10 in "Tivoli Addition", City of Dubuque, Iowa, according to the recorded plat thereof, fronting 25 feet on Central Avenue and running back that width with the Southerly line of said Lot 10 to the alley in rear thereof. locally known as 2275 Central Avenue (the Property); and

Whereas, the City of Dubuque and Staver-Muench, LLC have tentatively entered into a Development Agreement, subject to the approval of the City Council, including the issuance of Urban Renewal Tax Increment Revenue Obligations, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W 13th Street, Dubuque, Iowa for the development of the Property; and

Whereas, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement with Staver-Muench, LLC; and

Whereas, it is deemed necessary and advisable that City should authorize Urban Renewal Tax Increment Revenue Obligations, as provided by Iowa Code Chapter 403, pursuant to the Development Agreement; and

Whereas, before said Obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting

at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

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

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to approve the Development Agreement by and between City of Dubuque and Staver-Muench, LLC, including the issuance of Urban Renewal Tax Increment Revenue Obligations, to be held on the 15th day of December, 2025 at 6:30 p.m. The official agenda will be posted the Friday before the meeting and will contain listening, viewing, and public input options. The City Council agenda may be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of approving the Development Agreement and the issuance of Urban Renewal Tax Increment Revenue Obligations relating thereto with Staver-Muench, LLC, the proceeds of which Obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to Staver-Muench, LLC pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue Obligations to be issued will be approximately $50,000.

Section 3. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said Obligations.

Section 4. That the notice of the meeting shall be in substantially the form attached hereto.

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

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**BOARDS/COMMISSIONS**

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

1. Arts and Cultural Affairs Advisory Commission: One, 3-Year term through June 30, 2027 (Vacant At Large member who lives or works outside the cultural and entertainment district term of Loney-Bichell). Applicants: Ryan Arians, 1201 Madera St.; Rodrigo Marin, 2240 Central Ave.; Erin Martin, 2860 Danlin Ct.; and Sarah Ndagire, 1536 Kehl Ct. Martin spoke in support of her application. Breitfelder stated that written input was received from Arians.

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

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

**PUBLIC HEARINGS**

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

**RESOLUTION NO. 384-25**
**EAGLE POINT WATER TREATMENT PLANT ROOF REHABILITATION PROJECT APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST**

Whereas, the City of Dubuque's Water Department has identified a phased replacement of roofing systems at the Eagle Point Water Treatment Plant, and the first phase of roof replacements include the North Plant Clarifiers, Lime Silo, and Administration Building 3rd Floor; and

Whereas, the City Council, by Resolution No. 319-25, dated October 6, 2025, preliminary approved the proposed plans, specifications, form of contract and estimated cost in the amount of $500,000 for the Eagle Point Water Treatment Plant Roof Rehabilitation Project; and

Whereas, the City Council, by Resolution No. 374-25, dated November 17, 2025, set a public hearing for comments on the proposed plans, specifications, form of contract and estimated cost for the Eagle Point Water Treatment Plant Roof Rehabilitation Project; and

Whereas, pursuant to published notice, a public hearing was held on the 1st day of December 2025, on the plans, specifications, form of contract, and estimated cost for the Eagle Point Water Treatment Plant Roof Rehabilitation Project.

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

The attached plans, specifications, form of contract, or estimated cost of the Eagle Point Water Treatment Plant Roof Rehabilitation Project, in the estimated construction amount of $500,000.00 are hereby approved.

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

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

**PUBLIC INPUT**

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

**ACTION ITEMS**

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

2. Fire Department FTE Increase and Fire Cost Recovery Fee: Motion by Jones to receive and file the documents and approve the creation of a Fire Cost Recovery Fee and the addition of five firefighter positions. Seconded by Wethal. Fire Chief Amy Scheller and EMS Bureau Chief Sam Janecke made a presentation. Council members referenced the number of threats identified in the Fire Department's Strategic Plan, highlighting the increasing demands on firefighters. In response to a question, Van Milligen confirmed that while the City has historically collected fees for services, rates for co-payers and insurers have not increased. He stated that an analysis will be conducted every year to determine an annual cost of living (COLA) increase on fees. He clarified that nine additional firefighter positions, that will be requested through the Fiscal Year 2027 budget process, would be fully funded through Fiscal Year 2030 contingent upon a successful Staffing for Adequate Fire and Emergency Response (SAFER) grant, with property tax support required thereafter. He emphasized that only the five additional firefighter positions are being requested at this time. Scheller summarized the previous and current civil service hiring process and Janecke addressed questions about reimbursement rates and cost reporting. Council members expressed support for the recommendations, citing the importance of cost recovery and aligning staffing levels with national standards to better serve the community. Motion carried 7-0.

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

**RESOLUTION NO. 385-25**
**AWARDING THE PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT FOR THE COMISKEY PARK PHASE 2 REDEVELOPMENT PROJECT**

Whereas, sealed proposals have been submitted by contractors for the Comiskey Park Phase 2 Redevelopment Project, pursuant to Resolution No. 375-25 and Notice to Bidders on the 4th day of November 2025; and

Whereas, said sealed proposals were opened and read on the 24th day of November 2025, and it has been determined that Portzen Construction Inc., of Dubuque, Iowa, with a bid in the amount of $2,515,000.00, is the lowest responsive, responsible bidder for the Project.

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

That a Public Improvement Contract for the Project is hereby awarded to Portzen Construction Inc. and the City Manager is hereby directed to execute a Public Improvement Contract on behalf of the City of Dubuque for the Project.

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

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

4. Repeal of Amendments to City Code Title 2, Chaper 5 - Housing Commission: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Roussell. Breitfelder explained the process leading up to the inadvertent deletion of some required language to Title 2, Chapter 5 of the code of ordinances. Brumwell added that the repeal of Ordinance 33-24 was important to restore the inadvertently deleted language and that staff will revisit future updates to the city code chapter upon the hiring of the new Housing and Community Development Director. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 44-25 Amending City of Dubuque Code of Ordinances Title 2 Boards and Commissions, Chapter 5 Housing Agency and Community Development Commissions by Repealing Ordinance 33-24. Seconded by Roussell. Motion carried 7-0.

**ORDINANCE NO. 44-25**
**AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 2 BOARDS AND COMMISSIONS, CHAPTER 5 HOUSING AGENCY AND COMMUNITY DEVELOPMENT COMMISSIONS BY REPEALING ORDINANCE 33-24**

Whereas, a code update to Title 2, Chapter 5 occurred in 2024 as a matter of routine cleanup and reorganization for consistency; and

Whereas, it was recently discovered the City's codifiers had not updated the code with a prior amendment at the time Ordinance 33-24 was adopted on June 17, 2024; and

Whereas, the adoption of Ordinance No. 33-24 inadvertently eliminated some required language within the Code of Ordinances, and a repeal of Ordinance No. 33-24 will revert to the prior version containing the required language; and

Whereas, Title 2, Chapter 5 will be reviewed for routine cleanup and updates upon the hiring of the new Housing & Community Development Director.

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

Section 1. City of Dubuque Code of Ordinances, Ordinance 33-24 is repealed.

Section 2. This Ordinance takes effect upon publication.

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

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

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

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

**ORDINANCE NO. 45-25**
**AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 2 BOARDS AND COMMISSIONS, CHAPTER 8 ARTS AND CULTURAL AFFAIRS ADVISORY COMMISSION, SECTION 5 MEMBERSHIP**

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

Section 1. Section 2-8-5 of the City of Dubuque Code of Ordinances is amended to read as follows:

2-8-5: MEMBERSHIP:

A. The commission comprises seven (7) residents of the city, appointed by the city council.

B. Special qualifications:

1. Four (4) members must have significant knowledge and/or experience and demonstrate interest in one or more areas of the arts and cultural affairs, including but not limited to: music, dance, literature, visual arts, theater, folk arts, media arts, design or arts education.

2. Three (3) members must be at large.

Section 2. This ordinance shall take effect upon publication.

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

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

6. Amending Tax Increment Ordinance 8-25 for the Dubuque Industrial Center Economic Development District, as amended by Version 2025.4 of the Amended and Restated Plan: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. Economic Development Director Jill Connors stated that the Amended Urban Renewal Plan was adopted via public hearings several months ago, and that this current ordinance modifies the plan. Motion carried 7-0.

Motion by Jones for final consideration and passage of Ordinance No. 46-25 Correcting And Amending Ordinance No. 8-25, Previously Amended, Providing that General Property Taxes Levied and Collected Each Year on all Property Located within the Amended and Restated Dubuque Industrial Center Economic Development District Urban Renewal Area of the City of Dubuque, County of Dubuque, State of Iowa, by and for the Benefit of the State of Iowa, City of Dubuque, County of Dubuque, Dubuque Community School District, and other Taxing Districts, be paid to a Special Fund for Payment of Principal and Interest on Loans, Monies Advanced to and Indebtedness, Including Bonds Issued or to be Issued, Incurred by said City in Connection with the Amended and Restated Dubuque Industrial Center Economic Development District Urban Renewal Redevelopment Project by Adding Subarea T to the Division of Revenues. Seconded by Farber. Motion carried 7-0.

**ORDINANCE NO. 46-25**

**CORRECTING AND AMENDING ORDINANCE NO. 8-25, PREVIOUSLY AMENDED, PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE AMENDED AND RESTATED DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL AREA OF THE CITY OF DUBUQUE, COUNTY OF DUBUQUE, STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF DUBUQUE, COUNTY OF DUBUQUE, DUBUQUE COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY SAID CITY IN CONNECTION WITH THE AMENDED AND RESTATED DUBUQUE INDUSTRIAL CENTER ECONOMIC DEVELOPMENT DISTRICT URBAN RENEWAL REDEVELOPMENT PROJECT BY ADDING SUBAREA T TO THE DIVISION OF REVENUES**

Whereas, the Amended and Restated Urban Renewal Plan for the Dubuque Industrial Center Economic Development District (the "District") described in Resolution No. 130-88 was adopted on May 2, 1988 and was thereafter amended and restated by Resolution No. 484-90 on December 17, 1990, Resolution No. 142-97 on April 7, 1997, Resolution No. 478-97 on November 17, 1997, Resolution No. 15-08 on January 7, 2008, Resolution No. 101-08 on March 17, 2008, Resolution No. 109-08 on April 7, 2008, Resolution No. 87-11 on March 7, 2011, Resolution No. 171-13 on June 3, 2013, Resolution No. 197-15 on June 1, 2015, Resolution No. 309-15 on September 8, 2015, Resolution No. 132-16 on September 19, 2016, Resolution No. 157-18 and Resolution No. 158-18 on May 21, 2018, Resolution 380-18 on December 17, 2018, Resolution 125-21 and Resolution 126-21 on April 19, 2021, Resolution 323-21 and Resolution 324-21 on September 20, 2021, Resolution 387-21 on November 1, 2021, Resolution 197-22 on May 16, 2022, by Resolution 289-22 on September 6, 2022, by Resolution No. 290-22 on September 6, 2022, by Resolution 73-23 on March 20, 2023, by Resolution 74-23 on March 20, 2023, by Resolution 180-23 on June 5, 2023, by Resolution 180-23-A on July 17, 2023, by Resolution 40-24 on February 19, 2024, by Resolution 103-25 on March 17, 2025, by Resolution 104-25 on March 17, 2025, and by Resolution 290-25 on September 2, 2025 (as amended and restated, the "Urban Renewal Plan" or "Amended and Restated Urban Renewal Plan"); and

Whereas, the City Council of the City of Dubuque, Iowa originally provided for the division of taxes pursuant to Section 403.19 of the Code of Iowa within the District in Ordinance No. 26-88 passed and approved on May 2, 1988 and thereafter amended and restated by Ordinance No. 63-88 on December 5, 1988, by Ordinance No. 66-97 on November 17, 1997, by Ordinance No. 70-08 on October 20, 2008, by Ordinance No. 10-14 on February 3, 2014, by Ordinance No. 39-15 on June 1, 2015, by Ordinance No. 55-15 on September 8, 2015, by Ordinance No. 49-16 on September 19, 2016, Ordinance 18-18 on May 21, 2018, by Ordinance 45-18 on December 17, 2018, by Ordinance 15-21 and Ordinance 16-21 on April 19, 2021, by Ordinance 22-21 on June 7, 2021, by Ordinance 31-21 and Ordinance 32-21 on September 20, 2021, by Ordinance 37-21 on November 1, 2022, by Ordinance 21-22 on May 16, 2022, by Ordinance 28-22 on September 6, 2022, by Ordinance 28-22A on November 7, 2022, by Ordinance 10-23 on March 20, 2023, by Ordinance 30-23 on June 5, 2023, by Ordinance 32-23-A on July 17, 2023, by Ordinance 4-24 on February 19, 2024, by Ordinance 5-24 on February 19, 2024, by Ordinance 8-25 on March 17, 2025, and by Ordinance 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 8-25 Section 1 is amended to read as follows:

Section 1: For purposes of this Ordinance, the following terms shall have the following meanings:

(a) Original Project Area means that portion of the City of Dubuque, Iowa described in the Urban Renewal Plan for the District approved by Resolution No. 130-88 on May 2, 1988, and subsequently amended by Resolution No. 484-90 on December 17, 1990, which Original Project Area includes the lots and parcels located within the area now legally described as follows:

All of Dubuque Industrial Center Eighth Addition; and
All of Lot 1 Dubuque Industrial Center 13th Addition; and
Lot 2 Dubuque Industrial Center 13th Addition; and
Lot 1-2-2 Dubuque Industrial Center Fifth Addition; and
Lot 1 Dubuque Industrial Center Fifth Addition; and
Lot 1 Dubuque Industrial Center 11th Addition; and
Lot 1 of 2 of Dubuque Industrial Center Fifth Addition; and
Lot 1 of 2 of Dubuque Industrial Center Fifth Addition; and
Lot 1-3 Dubuque Industrial Center 12th Addition; and
Lot 1 of lot 3 of final plat of lot 1 of Dubuque Industrial Center First Addition; and
Lot 1 Dubuque Industrial Center 10th Addition; and
Lot 2-3 Dubuque Industrial Center 12th Addition; and
Lots 1 & 2 of final plat of lot 1 of Dubuque Industrial Center First Addition; and
Lot 1 Dubuque Industrial Center 12th Addition; and
Lot 2 Dubuque Industrial Center Ninth Addition; and
Lot 2 Dubuque Industrial Center 12th Addition; and
Lot 2-2 Dubuque Industrial Center Sixth Addition; and
Lot 3 Dubuque Industrial Center Ninth Addition; and
Lot 1 Dubuque Industrial Center Sixth Addition; and
Lot 2 of 2 Dubuque Industrial Center 7th Addition; and
Lot 2-1 Walter Addition; and
Lot 2-1 Walter Addition; and
And all adjoining public right-of-way, all in the City of Dubuque, Dubuque County, Iowa.

The Original Project Area is referred to as "Subarea A" in the Urban Renewal Plan hereinafter described.

(b) Subarea B has been removed from the division of revenues by Ordinance 22-21 on June 7, 2021.

(c) Subarea C means that portion of the City of Dubuque, Iowa described as Subarea C in the Amended and Restated Urban Renewal Plan for the District approved by Resolution No. 289-22 on September 6, 2022, which Subarea C includes the lots and parcels located within the area legally described as follows:

Lots 1 and 2 of Dubuque Industrial Center North Second Addition;
Lots 2, 3, C and A of Dubuque Industrial Center North First Addition, excepting that Part of said Lot A origi-

nally 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 P.M., 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 P.M., 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 P.M., 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 P.M., 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 P.M., 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 P.M., 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 P.M., 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) Amended Project Area means that portion of the City of Dubuque, Iowa and Dubuque County included within the Original Project Area, Subarea C, Subarea D, Subarea E, Subarea F, Subarea G, Subarea H, Subarea I, Subarea J, Subarea K, Subarea L, Subarea M, Subarea N, Subarea O, Subarea P, Subarea Q, Subarea R, Subarea S, Subarea T, Subarea U, Subarea V, Subarea W, and Subarea X each as described in this Section.

Section 2. Section 3 is amended to read as follows:

Section 3: As to the Original Project Area, that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts taxing property in the Original Project Area upon the total sum of the assessed value of the taxable property in the Original Project Area as shown on the assessment roll as of January 1, 1987, being the first day of the

calendar year preceding the effective date of Ordinance No. 26-88, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. The taxes so determined shall be referred herein as the "base period taxes" for such Subarea.

As to Subarea B, Subarea B has been removed from the division of revenues by Ordinance 22-21. Subarea B will remain within the District.

As to Subarea C (except the lots and parcels now forming Subarea K and those lots and parcels removed by Amended and Restated Urban Renewal Plan Version 2021.4 now forming Subarea O, and those lots and parcels removed by Ordinance 27-22, now forming Subarea R), base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2007, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 70-08, and base values shall be reduced due to the removal of area from Subarea C.

As to Subarea D, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2007, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 70-08.

As to Subarea E, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2013, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No.10-14.

As to Subarea F, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2014, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 39-15.

As to Subarea G, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2014, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 55-15.

As to Subarea H, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2015, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 49-16.

As to Subarea I, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2015, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 49-16.

As to Subarea J, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2015, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 49-16.

As to Subarea K, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2017, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 18-18.

As to Subarea L, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2017, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 45-18.

As to Subarea M, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2017, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 45-18.

As to Subarea N, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2020, being the assessment roll applicable to property in such subarea as of January 1 of preceding the effective date of Ordinance No. 16-21.

As to Subarea O, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2020, being the assessment roll applicable to property in such subarea as of January 1 of preceding the effective date of Ordinance 32-21.

As to Subarea P, Subarea P has been removed from the division of revenues by Ordinance 21-22. Subarea P will remain within the District.

As to Subarea Q, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2021, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 21-22.

As to Subarea R, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2021, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 28-22-A.

As to Subarea S, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2022, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 10-23.

As to Subarea T, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2022, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 30-23-A.

As to Subarea U, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2023, being the assessment roll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 4-24.

As to Subarea V, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2023, being the assessment toll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 5-24.

As to Subarea W, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2024, being the assessment toll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of Ordinance No. 8-25.

As to Subarea X, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2024, being the assessment toll applicable to property in such subarea as of January 1 of the calendar year preceding the effective date of this Ordinance No. 46-25.

Section 3: This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed and approved this 1st day of December 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

7. Fire Department 2025-2030 Strategic Plan: Motion by Jones to receive and file the documents. Seconded by Wethal. City Council members commended the Fire Department's efforts and noted that the threats identified in the strategic plan could serve as opportunities to build future strengths. Motion carried 7-0.

8. Dubuque Historic Federal Building MEP Systems Recommendation of Selection of Professional Consultant Services: Motion by Sprank to receive and file the documents and approve the selection of Shive-Hattery, Inc. as the consultant for the Historic Federal Building MEP Systems Assessment and New Systems Design and authorize the City Manager to negotiate a consultant agreement with Shive-Hattery, Inc. Seconded by Wethal. City Council highlighted the importance of contracting a consultant for this project. Motion carried 7-0.

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

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

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

12. Ribbon-Cutting Ceremony for Dubuque County 911 Emergency Communications Center Video: Motion by Resnick to receive and file the documents and view the video. Seconded by Farber. Communications Office staff showed a video recap of the ribbon-cutting ceremony for the new Dubuque County Emergency 911 Communications Center, located at 7880 Chavenelle Rd., that was held on November 6, 2025. The video of the full event can be viewed at https://youtu.be/eDgIFDHj3eQ?si=4cOctWDhU_cgJ5WK. City Council Members acknowledged the individuals and organizations who contributed to the new center. Motion carried 7-0.

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

## COUNCIL MEMBER REPORTS

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

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

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

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

## CLOSED SESSION

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

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

## ADJOURNMENT

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

/s/Adrienne N. Breitfelder, CMC, City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS SPECIAL SESSION OFFICIAL

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

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

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

**WORK SESSION**

Parks and Recreation Comprehensive Master Plan Draft

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

**ADJOURNMENT**

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

/s/Trish Gleason, MMC, Assistant City Clerk

# CITY OF DUBUQUE, IOWA CITY COUNCIL PROCEEDINGS REGULAR SESSION OFFICIAL

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

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

Absent: Council Member Roussell.

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

**PLEDGE OF ALLEGIANCE**

**PRESENTATIONS**

1. Recognition of Iowa DOT District 6 Engineer Jim Schnoebelen: Assistant City Engineer Bob Schiesl recognized Iowa Department of Transportation (DOT) District 6 Engineer Jim Schnoebelen on his retirement and acknowledge his contributions to the City of Dubuque throughout his tenure.

2. Recognition of Outgoing Council Members Susan Farber and Ric Jones: City Council Members acknowledged the service of outgoing Ward One Council Member Susan Farber and At-Large Council Member Ric Jones.

**PROCLAMATIONS**

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

**CONSENT ITEMS**

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

1. Minutes and Reports Submitted: City Council Proceedings of December 1 and 8, 2025; Airport Commission of September 23 and October 9, 2025; Five Flags Civic Center Advisory Commission of September 8, 2025; Human Rights Commission of November 18, 2025; Park and Recreation Advisory Commission of October 21, 2025; Zoning Advisory Commission of November 5, 2025; Proof of Publication for City Council Proceedings of November 17, 2025; Proof of Publication for Expenditure Reports presented at the November 17, 2025, City Council meeting. Upon motion the documents were received and filed.

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

3. Disposition of Claims: City Attorney advised that the following claim had been referred to Public Entity Risk Services of Iowa, the agent for the Iowa Communities Assurance Pool: Julio Vega Chacon for vehicle damage. Upon motion the documents were received, filed, and concurred.

4. Approval of City Expenditures: Upon motion the documents were received and filed, and Resolution No. 386-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures was adopted.

**RESOLUTION NO. 386-25**
**AUTHORIZING THE CHIEF FINANCIAL OFFICER / CITY TREASURER TO MAKE CERTAIN PAYMENTS OF BILLS THAT MUST BE PAID AND APPROVED FOR PAYMENT IN ACCORDANCE WITH CITY PROCEDURES**

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 15th day of December 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Debt Management Policy Revisions: Upon motion the documents were received, filed, and approved.

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

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

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

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

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

11. Funding Request for State Mandated Open Meetings and Open Records Training: City Manager recommended City Council approval to allocate $2,500 annually for state-mandated open meetings and open records training for members of governmental bodies who were elected or appointed after July 1, 2025. Upon motion the documents were received, filed, and approved.

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

**RESOLUTION NO. 387-25**
**APPROVING THE FINAL PLAT OF STOCKEL ACRES, IN THE CITY OF DUBUQUE, IOWA**

Whereas, there has been filed with the City Clerk a Final Plat of Stockel Acres in the City of Dubuque, Iowa; and

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

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

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

Section 1. That Section 11-14(B) of Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is waived regarding required lot frontage on a private or public street for Lot 2 of the Final Plat of Stockel Acres.

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

Passed, approved and adopted this 15th day of December 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

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

**RESOLUTION NO. 388-25**
**ACCEPTING THE 2025 MAINTENANCE DREDGING PROJECT AND AUTHORIZING FINAL PAYMENT TO THE CONTRACTOR**

Whereas, the 2025 Maintenance Dredging Project (the Project) to perform maintenance dredging at Dubuque Marina; and

Whereas, the Public Improvement Contract for the Project has been completed by the contractor, Newt Marine Service (Contractor), and the City Engineer has examined the work and recommends that the Project be accepted; and

Whereas, the final contract amount for the Project is $261,416.21; and

Whereas, the Contractor has previously been paid $253,573.72, leaving a balance of $7,842.49; and

Whereas, the City Council finds that the recommendation of the City Engineer should be accepted.

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

Section 1. The recommendation of the City Engineer is approved and the Project is hereby accepted.

Section 2. The Chief Financial Officer is hereby directed to pay the balance of the retainage of $7,842.49 as provided in Iowa Code Chapter 573, and to pay such retainage in accordance with the provisions of Iowa Code Chapter 573 or Iowa Chapter 26.13.

Passed, approved and adopted this 15th day of December 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

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

**RESOLUTION NO. 389-25**
**EAGLE POINT WATER TREATMENT PLANT ROOF REHABILITATION PROJECT: AWARDING PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT FOR THE EAGLE POINT WATER TREATMENT PLAN ROOF REHABILITATION PROJECT**

Whereas, the City of Dubuque's Water Department has identified a phased replacement of roofing systems at the Eagle Point Water Treatment Plant and the first phase of roof replacements include the North Plant Clarifiers, Lime Silo, and Administration Building 3rd Floor; and

Whereas, the City Council, by Resolution No. 319-25, dated October 6, 2025, preliminary approved the proposed plans, specifications, form of contract and estimated cost in the amount of $500,000 for the Eagle Point

Water Treatment Plant Roof Rehabilitation Project and ordered that the project be advertised for bids; and

Whereas, the City Council, by Resolution No. 384-25, dated December 1, 2025, approved the proposed plans, specifications, form of contract and estimated cost in the amount of $500,000 for the Eagle Point Water Treatment Plant Roof Rehabilitation Project; and

Whereas, sealed proposals have been submitted by contractors for the Eagle Point Water Treatment Plan Roof Rehabilitation Project pursuant to Resolution No. 319-25 and Notice to Bidders published on the City of Dubuque, Iowa website and plan room service wide circulation on the 8th day of October 2025; and

Whereas, said sealed proposals were opened and read on the 23rd day of October 2025 and it has been determined that Poly Vinyl Roofing, Inc. of Mount Vernon, Iowa submitted low bid in the amount of $357,068.00, and is the lowest responsive, responsible bidder for the Project.

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

A Public Improvement Construction Contract for the Project is hereby awarded to Poly Vinyl Roofing, Inc. of Mount Vernon, Iowa and the City Manager is hereby directed to execute a Public Improvement Construction Contract on behalf of the City of Dubuque for the Project.

Passed, approved, and adopted this 15th day of December 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

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

**RESOLUTION NO. 390-25**
**AUTHORIZING THE CITY TO COLLECT DELINQUENT GRASS AND WEED CUTTING AND GARBAGE COLLECTION CHARGES IN ACCORDANCE WITH TITLE 6-4- 3A and TITLE 6-8-2 OF THE CODE OF ORDINANCES OF THE CITY OF DUBUQUE, IOWA**

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

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

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

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

Section I. That the persons listed on the attached Grass/Weed/Garbage Assessment Schedule are delinquent in the payment of grass and weed cutting and garbage collection charges:

Section 2. That the City Clerk be and is hereby ordered and directed to certify to the County Treasurer of Dubuque County, Iowa, that the persons named on the attached Grass/Weed/Garbage Assessment Schedule are delinquent in the payment of grass and weed cutting and garbage collection charges in the amount set aside of the respective names, and that said amounts shall be collected in the same manner as general property taxes against the respective parcels of property set opposite the names of the owners.

Passed, approved and adopted this 15th day of December 2025.

Brad M Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**Schedule of Assessments**

Delinquent Grass and Weed Cutting and Garbage Collection

Location; Legal Description; Owner; Parcel #; Amount; Category, Location; Owner; Parcel #; Amount; Category

439 Winona; Lot 12 Deming & Horrs Sub; Sanders Properties LLC 11452 Duve Ln Dubuque IA 52001; 1025154005; $253.00; garbage

3197 Windsor; Lot 1 Sheridan Add; Mid America Property Management LLC PO Box 1572 Dubuque IA 52004; 1013201018; $113.00; garbage

2112 Jackson; S 32'-Lot 50 L H Langworthy's Add; Mid America Property Management LLC PO Box 1572 Dubuque IA 52004; 1024209008; $220.00; garbage

1609 Washington; Lot 2-N 33'3" of Lot 82 East Dubuque Add; Mid America Property Management LLC PO Box 1572 Dubuque IA 52004; 1024268020; $240.00; garbage

1355 Glen Oak; S 47' Lot 1 Rohner’s Sub & Lot 4 Rohner’s Sub; Big Unit Rentals LLC 6132 Forest Hills Dr Dubuque IA 52002;

1023482009; $113.00; garbage

1697 Jackson; N 1/5 of City Lot 492; Mid America Property Management LLC PO Box 1572 Dubuque IA 52004; 1024177026; $113.00; garbage

611 University; Lot 44 Farley's Sub; 609-611 University Ave Dubuque LLC 1929 Clifford St Dubuque IA 52002; 1025127001; $281.00; garbage

1596 Iowa; N 1/2 of N 1/5 of City Lot 454; Conrad, Ronald J Jr 14115 Kathleen CT Dubuque IA 52003; 1024403001; $38.00; garbage

1360 Dell; Lot 2-810 A McDaniels Sub; Paul, Jacob R 1005 Bluff St Dubuque IA 52001; 1024340003; $130.00; grass/weeds

656 W 11th; E 1/2 of Lot 11 Farley's Sub; DPRE LLC 526 W 5th Dubuque IA 52001; 1024385007; $95.00; grass/weeds

730 Berkley; Lot 7 Blk 2 Sunnyview Hills Sub; Twining, Robert D II 730 Berkley Pl Dubuque IA 52001; 1014404021; $95.00; grass/weeds

1035 Wilson; Lot 11 Cains Sub; Chapman, Richard M & Kristina 1035 Wilson Ave Dubuque IA 52001; 1025103007; $130.00; grass/weeds

1326 Elm; S 1/2 Lot 195 East Dubuque Add; Volgarino Rental LLC3817 Tahoe Ln SE Cedar Rapids IA 52403; 1024432010; $95.00; grass/weeds

606 W Locust; Lot 15A Quigleys Sub of 710 & Lot 9A Quigleys Sub of 711; Wolbers, Russell M & Ryan Patrick 417 S Grandview Ave Dubuque IA 52003; 1024159003; $165.00; grass/weeds

2574 Jackson; S 25' of Lot 17 E Langworthy's Add; Mcdermott, Beverly J 2217 Queen St Apt 202 Dubuque IA 52001; 1013335002; $95.00; grass/weeds

1266 Jackson; S 1/2 Lot 58 & N 1'6"- N 1/2 - Lot 59 East Dubuque Add; Landlord 36 Holdings LLC 3425 Painted River Lane Las Vegas NV 89129; 1024435006; $130.00; grass/weeds

2073 Jackson; Lot 3 & Lot 2-2 of E 1/2-Lots 42 & 43 L H Langworthy's Add; Stollfuss, Allison M 2073 Jackson St Dubuque IA 52001; 1024213010; $130.00; grass/weeds

2940 Balke; Lot 30 Belmont Add; Johll, Sandra J 2940 Balke St Dubuque IA 52001; 1013134003; $95.00; grass/weeds

1225 N Booth; Lot 2-1 Trenks Booth St Pl; Fries, Thomas A 1225 N Booth St Dubuque IA 52001; 1023483017; $130.00; grass/weeds

309 Jones; Lot 2-1 City Lot 569 & Lot 2-1 City Lot 570; Behning, Karl L 309 Jones St Dubuque IA 52001; 1025285007; $130.00; grass/weeds

2540 Elm; Lot 77 E Langworthy's Add; Sharkey, Greg 2540 Elm St Dubuque IA 52001 Iowa City IA 52240; 1013413004; $95.00; grass/weeds

620 Edith; Lot 66 & E 7' Of Lot 67 O'Neill's Riverview; Small, Shawn W & Kathy L 620 Edith St Dubuque IA 52001; 1013127009; $130.00; grass/weeds

1906 Ellis; N 1/2 Of Lot 44 Coxs Add; Jasro LLC 1560 Langenbery Ave Iowa City IA 52240; 1024180012; $95.00; grass/weeds

35 Clarke; Lot 1-1-5 L H Langworthy's Sub; Finn, Robert T 35 Clarke Dr Dubuque IA 52001; 1024251008; $165.00; grass/weeds

2105 Foye; N 72' of Lot 2-7 Ellen Blakes Sub; Nelson, Nicholas B 2105 Foye St Dubuque IA 52001; 1024154008; $95.00; grass/weeds

632 W 8th; Lot 25 Rogers Sub; Budde, Lance A 7697 N Indian Rdg East Dubuque IL 61025 Land; 1025133009; $112.50; garbage

1875 St Joseph; Bal-E 50'-E 100'-W 250'-Lot 8 & E 50'-W 100'-E 240'-Lot 9 Sisters Add; Bissell, Ann E 1875 Saint Joseph St Dubuque IA 52003-7143; 1026405017; $165.00; grass/weeds

521 Edith; Lots 72, 73, & W 2' of 2-74 O'Neill's Riverview; Banowetz-Mattoon, Gretchen L 521 Edith St Dubuque IA 52001; 1013126006; $130.00; grass/weeds

2540 Elm; Lot 77 E Langworthy's Add; Sharkey, Greg 2540 Elm St Dubuque IA 52001 Iowa City IA 52240; 1013413004; $165.00; grass/weeds

1276 Jackson; N 1/2 Lot 58 East Dubuque Add; Mullady, Betty Ann 1276 Jackson St Dubuque IA 52001; 1024435005; $165.00; grass/weeds

3599 Crescent; Lot 4 Vosberg's Center Grove Sub; Rettenmaier, Randi J & Janet M 3599 Crescent CT Dubuque IA 52003; 1028453010; $130.00; grass/weeds

1590 N Grandview; Lot 60 Woodlawn Park; TK Properties LLC 8911 Taylor Rd Janesville IA 50647; 1023459001; $95.00; grass/weeds

2611 Central; Lot 1-1-244 Davis Farm Add; Meizler, Kimberly R 22826 Glenmoor Heights Farmington Hills MI 48336; 1013314017; $95.00; grass/weeds

690 W Locust; Lot 1-3, 1-2 & 1-1 Connolly's Sub & Lot 1 of Pt of City Lot 711; Ramham Enterprises LLC 1180 Shawford Way Elgin IL 60120; 1024158017; $95.00; grass/weeds

370 Kaufmann; Lot 3 of Sub Lots 138, 140 & 142 L H Langworthy's Add; Boge, Robert E 2853 Katrina Circle Dubuque IA 52001; 1024106006; $130.00; grass/weeds

1540 Brian; Lot 2-14 Jaeger Hgts; Kiser, Alan T 1540 Brian Dr Dubuque IA 52003; 1501177002; $165.00; grass/weeds

16. Parking Revenue Collector FTE Allocation Change: City Manager recommended City Council approval to allow Transportation Services Parking Department to modify the full-time employee (FTE) allocation for the Parking Revenue Collector position to 0.50 FTE with a 0.15 FTE Custodian position. Upon motion the documents were received, filed, and approved.

17. Areas of Persistent Poverty RFP: City Manager recommended City Council authorization to release the Areas of Persistent Poverty RFP and that the City Manager be authorized to negotiate and execute an agreement with the recommended consultant. Upon motion the documents were received, filed, and approved.

18. 2025 Tree City USA Application Approval Process: City Manager recommended City Council approval to apply for Dubuque to become recertified as a Tree City USA and for the Mayor to sign the attached Tree City USA designation application. Upon motion the documents were received, filed, and approved.

19. Housing and Community Development Staffing Request: City Manager recommended City Council approval to add a full-time Grants Supervisor and add a full-time Administrative Support Professional (Grants) under the grants division in the Housing and Community Development Department. Upon motion the documents were received, filed, and approved.

20. Berry vs. City of Dubuque & Schmalz Precast Concrete Manufacturing Company: City Attorney recommended approval of the mutual release with Schmalz Precast Concrete Manufacturing Company as part of the mediation of Berry vs. City of Dubuque & Schmalz Precast Concrete Manufacturing Company. Upon motion the documents were received, filed, and approved.

21. Bloomberg Philanthropies Youth Climate Action Grant Application Submittal: Upon motion the documents were received, filed, and approved.

22. Signed Contracts: Biechler Electric, Inc. for Community AED Implementation; Center for Public Safety Excellence for self-assessment of the Dubuque Fire Department; Dubuque Visiting Nurse Association for the Healthy Homes and Childhood Lead Poisoning Prevention Program; Emergency Services Consulting International to conduct personnel assessment programs for promotion to various positions in the Dubuque Fire Department; Everflow, LLC First Amendment for snow removal; Geisler Brothers Co for WRRC HVAC PM Services; Hattery Real Estate Appraisals, LLC for Acquisition review appraisal and potential excess property review appraisal; Houck Transit Advertising for Transit Exterior Advertising; Hoyne Landscaping & Snow Plowing, Inc. for 2025-2026 Snow/Ice Removal from Public Sidewalks; Lamar Companies for Lease Agreement; Lange Sign Group Quotation and Purchase Agreement for Parking Ramp Electronic Sign; Leslein Trucking for Water treatment lime sludge hauling and disposal services; Lotus Engineering & Sustainability, LLC for Green House Gas Inventory; Shive-Hattery for design services for electrical vehicle charging stations for the City of Dubuque JULE site; Strand Associates for Design Services, Bidding-Related Services, and Construction-Related Services Terminal Street Pumping Station Phase 1 Improvements. Upon motion the documents were received and filed.

23. Resolution Approving the Consent to Assignment in the matter of the Development Agreement by and between the City of Dubuque, Iowa and CARich Properties, LLC: Upon motion the documents were received and filed, and Resolution No. 391-25 Approving the Assignment of the Development Agreement by and between the City of Dubuque and CARich Properties, LLC to Rider Lacey Block, LLC was adopted.

**RESOLUTION NO. 391-25**
**APPROVING THE ASSIGNMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND CARICH PROPERTIES, LLC TO RIDER LACEY BLOCK, LLC**

Whereas, the City Council of the City of Dubuque on August 3, 2020, approved a Development Agreement by and between the City of Dubuque and CARich Properties, LLC as Developer; and

Whereas, pursuant to the terms of the Development Agreement, Developer is required to provide certain improvements to real estate legally described as:

> The South One-Fifth and the South 14 feet of the South Middle One-Fifth of Out Lot 440 in the City of Dubuque, Iowa, According to the United States Commissioners Map of the Town of Dubuque, Iowa; and

Whereas, CARich Properties LLC, as Developer, desires to assign all of its rights and obligations under the Development Agreement to Rider Lacey Block, LLC and Rider Lacey Block, LLC desires to accept such rights and obligations on the terms and conditions set forth in the Assignment of Development Agreement attached hereto; and

Whereas, the Development Agreement requires the consent of City to an assignment; and

Whereas, the City Council finds that consent to the Assignment of Development Agreement is in the best interest of the City of Dubuque.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The Assignment of Development Agreement is hereby approved.

Section 2. The Mayor is hereby authorized and directed to execute the Assignment of Development Agreement on behalf of the City of Dubuque.

Passed, approved and adopted the 15th day of December 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

24. Adoption of Supplement Number 2025 S-18 to the City of Dubuque Code of Ordinances: Upon motion the documents were received and filed, and Resolution No. 392-25 Adopting Supplement No. 2025 S-18 To the Code of Ordinances of the City of Dubuque, Iowa was adopted.

**RESOLUTION NO. 392-25**
**ADOPTING SUPPLEMENT NO. 2025 S-18 TO THE CODE OF ORDINANCES OF THE CITY OF DUBUQUE, IOWA**

Whereas, under date of August 17, 2009, the City Council, pursuant to Ordinance No. 43-09, readopted the Code of Ordinances of the City of Dubuque, Iowa in its entirety; and

Whereas, since August 17, 2009, the City of Dubuque, Iowa has compiled supplements to the Code of Ordinances consisting of all new ordinances and amendments to ordinances; and

Whereas, Section 380.8 of the Code of Iowa provides that supplements, adopted by resolution, become part of the Code of Ordinances; and

Whereas, Code Supplements are prepared by the American Legal Publishing of Cincinnati, Ohio and filed in the Office of the City Clerk of the City of Dubuque, Iowa.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That Supplement No. 2025 S-18 to the City of Dubuque Code of Ordinances, which codifies ordinances up to and including Ordinance No. 38-25 as adopted by the City Council through October 6, 2025, is hereby adopted, and becomes part of the Code of Ordinances of the City of Dubuque, Iowa.

Passed, approved, and adopted this 15th day of December 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

25. Approval of Retail Alcohol Licenses: Motion by Jones to receive and file the documents and adopt Resolution No. 393-25 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits. Seconded by Sprank. Farber announced her abstention from voting due to her business, Magoo's Pizza, listed as a recipient on the resolution for a retail alcohol license. Motion carried 5-0 with abstention from Farber.

**RESOLUTION NO. 393-25**
**APPROVING APPLICATIONS FOR RETAIL ALCOHOL LICENSES, AS REQUIRED BY CITY OF DUBUQUE CODE OF ORDINANCES TITLE 4 BUSINESS AND LICENSE REGULATIONS, CHAPTER 2 LIQUOR CONTROL, ARTICLE B LIQUOR, BEER AND WINE LICENSES AND PERMITS**

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:

<u>New Applications</u>
Downtown Gas & Grocery, 1401 Central Ave.
Fat Tuesday's, 1121 University Ave.
La Leona, 2075 John F Kennedy Rd. Building 2075
El Dorado II, 3333 Asbury Rd.

<u>Renewals</u>
AMC Theatres Dubuque 14, 2835 NW Arterial
Baymont Inn & Suites, 4025 McDonald Dr.
Brazen Open Kitchen Bar, 955 Washington St., Suite 101
Dubuque Golf & Country Club, 1800 Randall Pl.

Dubuque Museum of Art, 1000 Jackson St. Suite 105
EL1 Dubuque, 555 John F Kennedy Rd. Suite 415
Hy-Vee Clubroom, 400 South Locust St., Clubroom Area
Magoo's Pizza, 1875 University Ave.
Swagat Indian Cuisine, 1108 Locust St.
The Moracco, 1413 Rockdale Rd.
TownePlace Suites by Marriott - Dubuque, 1151 Washington St.
Special Event(s) per Special Event Application Submittal
Stone Cliff Winery - 1-9-26 to 1-13-26, 405 Main St.
New Applications Provisional Issuances
Dubuque Museum of Art, permanently moved from 350 East Third St. to 1000 Jackson St.

Passed, approved, and adopted this 15th day of December 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

26. Approval of Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permit Applications: Upon motion the documents were received and filed, and Resolution No. 394-25 Approving Applications for Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permits, as Required by Iowa Code 453A.47A and 453E.3 was adopted.

**RESOLUTION NO. 394-25**
**APPROVING APPLICATIONS FOR TOBACCO RETAIL, TOBACCO PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS, VAPOR PRODUCT S OR DEVICE S, AS REQUIRED BY IOWA CODE 453A.47A AND 453E.3**

Whereas, applications for Tobacco/Tobacco Products/Alternative Nicotine Products/Vapor Product s or Device retail s have been submitted and filed with the City Clerk; and

Whereas, the applicants have filed the proper application and fees as required by the Iowa Department of Revenue; and

Whereas, applications are presented to City Council for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA THAT:

Section 1. The City Clerk is hereby authorized and directed to cause to be issued the following named applicants and locations for a Cigarette / Device / Tobacco / Nicotine / Vapor product or retail device effective from December 16, 2025, to June 30, 2026.

Business Name, Business Address, Permit Type
Dr Bob's Cloud Lab, 3350 Central Grove Dr. Suite 2, Retail Tobacco

Passed, approved, and adopted this 15th day of December, 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**ITEMS SET FOR PUBLIC HEARING**

Motion by Sprank to receive and file the documents, adopt the resolutions, and set the public hearings as indicated. Seconded by Wethal. Motion carried 6-0.

1. Setting a Public Hearing to Dispose of City Owned Property North of Cedar Crest Court in Dubuque Iowa: Upon motion the documents were received and filed and Resolution No. 395-25 of Intent to Dispose of an interest in City of Dubuque Real Estate Located North of Cedar Crest Court pursuant to agreements between the City of Dubuque and JJR Investments, LLC and between the City of Dubuque and BNZ Properties, LLC was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on January 5, 2026 in the Historic Federal Building.

**RESOLUTION NO. 395-25**
**RESOLUTION OF INTENT TO DISPOSE OF AN INTEREST IN CITY OF DUBUQUE REAL ESTATE LOCATED NORTH OF CEDAR CREST COURT PURSUANT TO AGREEMENTS BETWEEN THE CITY OF DUBUQUE AND JJR INVESTMENTS, LLC AND BETWEEN THE CITY OF DUBUQUE AND BNZ PROPERTIES, LLC**

Whereas, the City of Dubuque, Iowa (City) is the owner of the real property described as Lots 1, 2, and 3 of Cedar Ridge Farm Place No. 21, in the City of Dubuque, Iowa; and

Whereas, City and JJR Investments, LLC have entered into an Agreement for the sale of City property described as Lot 1 of Cedar Ridge Farm Place No. 21 lying north of and adjacent to the JJR Investments, LLC property on Cedar Crest Court to JJR Investments, LLC; and

Whereas, City and BNZ Properties, LLC have entered into an Agreement for the sale of City property described as Lots 2 and 3 of Cedar Ridge Farm Place No. 21 lying north of and adjacent to the BNZ Properties, LLC property on Cedar Crest Court to BNZ Properties, LLC; and

Whereas, per Resolution No. 159-25 the City Council approved the Final Plat of Cedar Ridge Farm Place No. 21 dividing City land to facilitate the sale of the properties per the JJR Investments, LLC and BNZ Properties, LLC agreements; and

Whereas, the Code of Iowa requires that the City Clerk publish notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA THAT:

Section 1. That the City of Dubuque intends to dispose of its interest in Lot 1 of Cedar Ridge Farm Place No. 21, in the City of Dubuque, Iowa by quit claim deed to JJR Investments, LLC pursuant to the executed Agreement attached hereto.

Section 1. That the City of Dubuque intends to dispose of its interest in Lots 2 and 3 of Cedar Ridge Farm Place No. 21, in the City of Dubuque, Iowa by quit claim deed to BNZ Properties, LLC pursuant to the executed Agreement attached hereto.

Section 2. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City's intent to dispose of the foregoing-described Property, to be held on the 5th day of January, 2026, at 6:30 p.m. in the City Council Chambers at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa.

Section 3. That a public hearing, and/or by virtual means, on the intent to dispose of Lots 1, 2, and 3 of Cedar Ridge Farm Place No. 21, in the City of Dubuque, Iowa, per Sections 1 and 2 above is hereby set for the 5th day of January, 2026, at the Historic Federal Building, 350 W. 6th Street, Dubuque, Iowa, beginning at 6:30 p.m., and the City Clerk be and is hereby authorized and directed to cause a notice of public hearing on the intent to vacate said real estate to be published in the manner as prescribed by law.

Passed, approved, and adopted this 15th day of December 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

2. Tanglewood Court Storm Sewer Extension Project - Setting a Public Hearing and Initiate Public Bidding Process: Upon motion the documents were received and filed and Resolution No. 396-25 Tanglewood Court Storm Sewer Extension Project Preliminary Approval of Plans, Specifications, Form of Contract, and Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost; and Ordering the Advertisement for Bids was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on January 5, 2026 in the Historic Federal Building.

**RESOLUTION NO. 396-25**

**TANGLEWOOD COURT STORM SEWER EXTENSION PROJECT: PRELIMINARY APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; SETTING DATE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; AND ORDERING THE ADVERTISEMENT FOR BIDS**

Whereas, the Tanglewood Court Storm Sewer Extension Project will provide for the extension of storm sewer, additional stormwater intakes, and the construction of an outfall stabilization structure that would restore the eroded areas. The City has identified a failing stormwater sewer outfall that has caused significant erosion along City property located behind residences along Thornwood Court, Thornwood Drive, and Tanglewood Court. The increased erosion along the outfall has created potential hazard that requires outfall reconstruction and stabilization.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

The proposed plans, specifications, form of contract and estimated cost for the Tanglewood Court Storm Sewer Extension Project in the estimated construction amount $131,501.54, are hereby preliminarily approved and ordered filed in the office of the City Clerk for public inspection.

A public hearing will be held on the 5th day of January 2026, at 6:30 p.m. in the Historic Federal Building Council Chambers 350 W. 6th Street, Dubuque, Iowa, at which time interested persons may appear and be heard for or against the proposed plans and specifications, form of contract and estimated cost of said Project, and the City Clerk be and is hereby directed to cause the attached notice of the time and place of such hearing to be published in a newspaper having general circulation in the City of Dubuque, Iowa, which notice shall be published not less than four days nor more than twenty days prior to the date of such hearing. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the Project.

The Tanglewood Court Storm Sewer Extension Project is hereby ordered to be advertised for bids for construction.

The amount of the security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders hereby approved.

The City Engineer is hereby directed to advertise for bids for the construction of the improvements herein provided, by publishing the Notice to Bidders to be published on the

City of Dubuque website and a contractor plan room service with statewide circulation, which notice shall be published not less than thirteen but not more than forty-five days before the date for filing bids before 2:00 p.m. on the 8th day of January 2026. Bids shall be opened and read by the City Clerk at said time and will be submitted to the City Council for final action at 6:30 p.m. on the 20th day of January 2026, in the Historic Federal Building Chambers 350 West 6th Street, Dubuque, Iowa.

Passed, adopted and approved this 15th day of December 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

3. Setting a Public Hearing to approve the Subordination Agreement for properties located at 675 and 677 West 3rd Street: Upon motion the documents were received and filed and Resolution No. 397-25 Setting a Public Hearing for a Subordination Agreement by and among the City of Dubuque, Iowa, Masterpiece Properties, LLC and Mound City Bank for interest in City Properties Located at 675 and 677 W 3rd Street was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on January 5, 2026 in the Historic Federal Building.

**RESOLUTION NO. 397-25**
**SETTING A PUBLIC HEARING FOR A SUBORDINATION AGREEMENT BY AND AMONG THE CITY OF DUBUQUE, IOWA, MASTERPIECE PROPERTIES, LLC AND MOUND CITY BANK FOR INTEREST IN CITY PROPERTIES LOCATED AT 675 AND 677 W 3RD STREET**

Whereas, the City of Dubuque, Iowa, (City) and Masterpiece Properties, LLC previously entered into a Lead and Healthy Homes Program Agreement dated April 14, 2023, and May 11, 2023 (the Agreements) for the lead remediation and healthy homes construction work of 675 W 3rd and 677 W 3rd (the Projects) legally described as follows:

E 20.5' of Lot 2 Prospect Hill W. 20.5' of Lot 2 Prospect Hill in the City of Dubuque (the Property); and

Whereas, the Agreements include the award of a $40,250 and $43,875 Lead and Healthy Homes Mortgage (the Loans) for the purpose of providing a safer and healthier living for low to moderate income residents; and

Whereas, the Project meets the requirements of the Loan; and

Whereas, as security for the Loan, Masterpiece Properties, LLC previously granted to City a mortgage on the Property (the City Mortgage); and

Whereas, Masterpiece Properties, LLC intends to assign its right to take title to the Property to Masterpiece Properties, LLC pursuant to an Assignment of Development Agreement and Assignment and Assumption Agreement related to the Loan; and

Whereas, Masterpiece Properties, LLC in the Assignment of Lead and Healthy Homes Agreement and Assignment and Assumption Agreement agrees to be bound by all the terms and conditions of the Lead and Healthy Homes Agreement and the Loan; and

Whereas, Mound City Bank is financing the refinance of the Property for Masterpiece Properties, LLC which includes a mortgage (the Mound City Bank Mortgage) and requires that the City Mortgage be subordinate to the Mound City Bank Mortgage pursuant to a Subordination Agreement; and

Whereas, the City Council has tentatively determined that approval of the Subordination Agreement is in the public interest of the City of Dubuque; and

Whereas, before said Subordination Agreement may be approved, Iowa Code Section 364.7 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City's intent to subordinate a mortgage securing interest in real estate, to be held on the 5th day of January 2026, at 6:30 p.m. The official agenda will be posted the Friday before the meeting and will contain listening, viewing, and public input options. The agenda can be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of subordinating a mortgage securing interest in real estate.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the subordination of a mortgage securing interest in real estate.

Section 4. That the notice of the proposed action to subordinate shall be in substantially the form attached hereto.

Passed, approved and adopted this 15th day of December 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

4. Grand Harbor Hotel - Assignment Of Development Agreement: Upon motion the documents were received and filed and Resolution No. 398-25 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on an assignment of the Development Agreement between the City of Dubuque, Iowa and Westdale Capital Investors 3, LP as successor in interest to Platinum Holdings, LLC to Riddle's Group, Inc., fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on the proposed assignment of the Development Agreement, and providing for the publication of notice thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on January 5, 2026 in the Historic Federal Building.

**RESOLUTION NO. 398-25**
**FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON AN ASSIGNMENT OF THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF DUBUQUE, IOWA AND WESTDALE CAPITAL INVESTORS 3, LP AS SUCCESSOR IN INTEREST TO PLATINUM HOLDINGS, LLC TO RIDDLE'S GROUP, INC., FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON THE PROPOSED ASSIGMENT OF THE DEVELOPMENT AGREEMENT, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF**

Whereas, Platinum Holdings, LLC (Platinum) and the City of Dubuque, Iowa (City) entered into a Development Agreement dated June 19, 2000 (Development Agreement), as amended; and

Whereas, Westdale Capital Investors 3, LP (Westdale) is the successor in interest to Platinum pursuant to a foreclosure judgment and sale; and

Whereas, Westdale desires to assign the Development Agreement to Riddle's Group, Inc. (Riddle); and

Whereas, the City Council has tentatively determined that it would be in the best interests of City to approve the Assignment from Westdale as successor in interest to Platinum to Riddle; and

Whereas, before said Assignment may be approved, Iowa Code §364.7 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and / or written objections from any resident or property owner of said City to such proposed action.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA THAT:

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to approve the Assignment of the Development Agreement by and between City of Dubuque and Westdale Capital Investors 3, LP as successor in interest to Platinum Holdings, LLC to Riddle's Group, Inc.; to be held on the 5th day of January 2026, at 6:30 p.m. for the purpose of receiving public input and comment regarding the proposed Assignment of the Development Agreement between the City of Dubuque and Westdale Capital Investors 3, LP as successor in interest to Platinum Holdings, LLC to Riddle's Group, Inc..

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of approving the Assignment of the Development Agreement

Section 3. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said Obligations.

Section 4. That the notice of the meeting shall be in substantially the form attached hereto.

Passed, approved and adopted this 15th day of December 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

5. Grand Harbor Hotel - Assignment of Lease Agreement: Upon motion the documents were received and filed and Resolution No. 399-25 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on an assignment of the Lease Agreement between the City of Dubuque, Iowa and Westdale Capital Investors 3, LP as successor in interest to Platinum Holdings, LLC to Riddle's Group, Inc., fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on the proposed assignment of the Lease Agreement, and Providing for the publication of notice thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on January 5, 2026 in the Historic Federal Building.

**RESOLUTION NO. 399-25**

**FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON AN ASSIGNMENT OF THE LEASE AGREEMENT BETWEEN THE CITY OF DUBUQUE, IOWA AND WESTDALE CAPITAL INVESTORS 3, LP AS SUCCESSOR IN INTEREST TO PLATINUM HOLDINGS, LLC TO RIDDLE'S GROUP, INC., FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON THE PROPOSED ASSIGMENT OF THE LEASE AGREEMENT, AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF**

Whereas, Platinum Holdings, LLC (Platinum) and the City of Dubuque, Iowa (City) entered into a Lease Agreement dated June 14, 2001 (Lease Agreement), as amended; and

Whereas, Westdale is the successor in interest to Platinum pursuant to a foreclosure judgment and sale; and

Whereas, Westdale desires to assign the Lease Agreement to Riddle; and

Whereas, the City Council has tentatively determined that it would be in the best interests of City to approve the Assignment from Westdale Capital Investors 3 LP as successor in interest to Platinum Holdings, LLC. to Riddle's Group, Inc.; and

Whereas, before said Assignment may be approved, Iowa Code §364.7 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA THAT:

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to approve the Assignment of the Lease Agreement by and between City of Dubuque and Westdale Capital Investors 3, LP as successor in interest to Platinum Holdings, LLC to Riddle's Group, Inc.; to be held on the 5th day of January 2026, at 6:30 p.m. for the purpose of receiving public input and comment regarding the proposed Assignment of the Lease Agreement between the City of Dubuque and Westdale Capital Investors 3, LP as successor in interest to Platinum Holdings, LLC to Riddle's Group, Inc.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of approving the Assignment of the Lease Agreement

Section 3. The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said Obligations.

Section 4. That the notice of the meeting shall be in substantially the form attached hereto.

Passed, approved and adopted this 15th day of December 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

6. Resolution Setting a Public Hearing on a Proposed Development Agreement by and between the City of Dubuque, Iowa and GT Novelty Condos, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Upon motion the documents were received and filed and Resolution No. 400-25 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and between the City of Dubuque, Iowa and Gt Novelty Condos, LLC, including the proposed issuance of Urban Renewal Tax Increment Revenue Obligations relating thereto and providing for the Publication of Notice thereof was adopted setting a public hearing for a meeting to commence at 6:30 p.m. on January 5, 2026 in the Historic Federal Building.

**RESOLUTION NO. 400-25**

**FIXING THE DATE FOR A PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA ON A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND GT NOVELTY CONDOS, LLC, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS RELATING THERETO AND PROVIDING FOR THE PUBLICATION OF NOTICE THEREOF**

Whereas, City and GT Novelty Condos, LLC have entered into a Development Agreement, subject to the approval of the City Council, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W. 13th Street, Dubuque, Iowa for the development of property located at 333 E. 10th Street; and

Whereas, the City Council has tentatively determined that it would be in the best interests of the City to approve the Development Agreement, with GT Novelty Condos, LLC; and

Whereas, it is deemed necessary and advisable that City should authorize Urban

Renewal Tax Increment Revenue obligations, as provided by Iowa Code Chapter 403 pursuant to the Development Agreement; and

Whereas, before said obligations may be approved, Iowa Code Chapter 403 requires that the City Clerk publish a notice of the proposal and of the time and place of the meeting at which the City Council proposes to take action thereon and at which meeting the City Council shall receive oral and/or written objections from any resident or property owner of said City to such proposed action.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The City Clerk is hereby authorized and directed to cause a notice to be published as prescribed by Iowa Code Section 403.9 of a public hearing on the City's intent to authorize Urban Renewal Tax Increment Revenue obligations, to be held on the 5th day of January 2026, at 6:30 p.m. The official agenda will be posted on Friday, January 2, 2026, and will contain listening, viewing, and public input options. The City Council agenda can be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Section 2. The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing Urban Renewal Tax Increment Revenue obligations and the execution of the Development Agreement relating thereto with GT Novelty Condos, LLC, the proceeds of which obligations will be used to carry out certain of the special financing activities described in the Urban Renewal Plan for the Greater Downtown Urban Renewal District, consisting of the funding of economic developments grants to GT Novelty Condos, LLC pursuant to the Development Agreement. It is expected that the aggregate amount of the Tax Increment Revenue obligations to be issued will be approximately $1,030,104.

Section 3. The Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting on the issuance of said obligations.

Section 4. That the notice of the proposed action to issue said obligations shall be in substantially the form attached hereto.

Passed, approved and adopted on this 15th day of December 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

**BOARDS/COMMISSIONS**

Appointments were made to the following boards/commissions.

1. Arts and Cultural Affairs Advisory Commission: One, 3-Year term through June 30, 2027 (Vacant At Large term of Loney-Bichell). Applicants: Jim Albee, 535 West 5th St.; Ryan Arians, 1201 Madera St.; Addison Aronson, 208 Bluff St.; Aaron Hefel, 515 ½ West 8th St.; Rodrigo Marin, 2240 Central Ave.; Erin Martin, 2860 Danlin Ct.; Sarah Ndagire, 1536 Kehl Ct. Upon roll call vote, Aronson was appointed to the term. A first round of voting resulted in Arians receiving one vote (Sprank), Aronson receiving three votes (Cavanagh, Wethal, and Resnick), and Martin receiving two votes (Farber and Jones). Upon a second round of voting, Aronson received four votes (Sprank, Cavanagh, Wethal, and Resnick) while Martin received the remaining two votes.

2. Resilient Community Advisory Commission: One, 3-Year term through July 1, 2028 (Vacant term of Evens). Applicant: Lucas Delaney, 1284 University Ave. Motion by Sprank to appoint Delaney to the term. Seconded by Jones. Motion carried 6-0.

3. Zoning Board of Adjustment: One 5-Year term through March 25, 2026 (Vacant term of McCoy). Applicant: Ben Loeffelholz, 3180 Keokuk Crt. Motion by Jones to appoint Loeffelholz to the term. Seconded by Farber. Motion carried 6-0.

**PUBLIC HEARINGS**

1. Request to Rezone 514 and 518 East 22nd Street: Motion by Sprank to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Wethal. Planning Services Director Wally Wernimont explained that the zoning change is prompted by an existing legal nonconforming triplex, and the rezoning would bring the property into compliance. The property owner also intends to add an additional unit, which requires the rezoning. Wernimont noted that the Unified Development Code (UDC) amendment identifies infill development and increased density as priorities. Motion carried 6-0.

Motion by Sprank for final consideration and passage of Ordinance No. 47-25 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by reclassifying hereinafter described property located at 514 East 22nd Street and 518 East

22nd Street from R-2A Alternate Two-Family Residential District to R-3 Moderate Density Multi-Family Residential District. Seconded by Wethal. Motion carried 6-0.

**ORDINANCE NO. 47-25**

**AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED AT 514 EAST 22ND STREET AND 518 EAST 22ND STREET FROM R-2A ALTERNATE TWO-FAMILY RESIDENTIAL DISTRICT TO R-3 MODERATE DENSITY MULTI-FAMILY RESIDENTIAL DISTRICT**

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter–described property from R-2A Alternate Two-Family Residential District to R-3 Moderate Density Multi-Family Residential District, to wit:

Lot 7 of the Subdivision of Mineral Lot 314 and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Lot 2 of Lot 6 of Mineral Lot 314 and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved and adopted on this 15th day of December 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

2. Request to Rezone 2900 Block of Davenport Street: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Applicants Korrin and Sean Schriver, 2884 Davenport St., stated that the purpose of the rezoning request is to allow additional goats as part of participation in a rotational grazing program with the Natural Resources Conservation Service. In response to questions, Wernimont stated that roosters are prohibited within city limits and that existing regulations sufficiently address this issue. Wernimont also noted that rezoning a property to AG is uncommon. City Council Members expressed support for the rezoning. Motion carried 6-0.

Motion by Jones for final consideration and passage of Ordinance No. 48-25 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by reclassifying hereinafter described property located at 2900 Block of Davenport Street from AGc Agriculture with Conditions (PIN1014281004) and R-1 Single Family Residential (PIN 1014278025) to AG Agriculture District. Seconded by Sprank. Motion carried 6-0.

**ORDINANCE NO. 48-25**

**AMENDING TITLE 16 OF THE CITY OF DUBUQUE CODE OF ORDINANCES, UNIFIED DEVELOPMENT CODE, BY RECLASSIFYING HEREINAFTER DESCRIBED PROPERTY LOCATED AT 2900 BLOCK OF DAVENPORT STREET FROM AGc AGRICULTURE WITH CONDITIONS (PIN 1014281004) AND R-1 SINGLE FAMILY RESIDENTIAL (PIN 1014278025) TO AG AGRICULTURE DISTRICT**

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, is hereby amended by reclassifying the hereinafter–described property from AGc Agriculture with Conditions (Pin 1014281004) and R-1 Single Family Residential (Pin 1014278025) to AG Agriculture District, to wit:

Lot 1-1 and Lot 6 of Weirich Heights & Lots 1 & 2 of 1-1 of Andrew Richard Place, and to the centerline of the adjoining public right-of-way, all in the City of Dubuque, Iowa.

Section 2. That the foregoing amendment has heretofore been reviewed by the Zoning Advisory Commission of the City of Dubuque, Iowa.

Section 3. This Ordinance shall take effect immediately upon publication as provided by law.

Passed, approved and adopted on this 15th day of December 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

3. Resolution Approving a Development Agreement by and between the City of Dubuque, Iowa and Staver-Muench, LLC Providing for the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations Pursuant to the Development Agreement: Motion by Jones to receive and file the documents and adopt Resolution No. 401-25 Approving a Development Agreement by and between the City of Dubuque, Iowa and Staver-Muench,

LLC, including the proposed issuance of Urban Renewal Tax Increment Revenue Obligations. Seconded by Wethal. Responding to questions, Van Milligen explained that the property cannot accept Housing Choice Vouchers because Chris Staver, an incoming City Council member, is the developer, and the U.S. Department of Housing & Urban Development prohibits City Council members from accepting such vouchers. Van Milligen noted that development agreements can be executed with City Council members, provided they abstain from voting on them. Brumwell added that individual circumstances must be evaluated on a case-by-case basis. Motion carried 6-0.

**RESOLUTION NO. 401-25**
**APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND STAVER-MUENCH, LLC, INCLUDING THE PROPOSED ISSUANCE OF URBAN RENEWAL TAX INCREMENT REVENUE OBLIGATIONS**

Whereas, Staver-Muench, LLC is the owner of the property legally described as follows:

> The Southerly ½ of Lot 10 in "Tivoli Addition", City of Dubuque, Iowa, according to the recorded plat thereof, fronting 25 feet on Central Avenue and running back that width with the Southerly line of said Lot 10 to the alley in rear thereof. Locally known as 2275 Central Avenue (the Property); and

Whereas, the City Council, by Resolution No. 383-25, dated December 1, 2025, declared its intent to enter into a Development Agreement by and between the City of Dubuque, Iowa, and Staver-Muench, LLC, for the redevelopment of the Property, including the issuance of Urban Renewal Tax Increment Revenue Obligations; and

Whereas, pursuant to published notice, a public hearing was held on the proposed Development Agreement on December 15, 2025, at 6:30 p.m.; and

Whereas, it is the determination of the City Council that approval of the Development Agreement by and between the City of Dubuque, Iowa, and Staver-Muench, LLC for redevelopment of the Property, according to the terms and conditions set out in the Development Agreement, is in the public interest of the City of Dubuque.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA THAT:

Section 1. The Development Agreement by and between the City of Dubuque, Iowa, and Staver-Muench, LLC, a copy of which is attached hereto, including the issuance of Urban Renewal Tax Increment Revenue Obligations, is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to execute the Development Agreement on behalf of the City of Dubuque and the City Clerk is authorized and directed to attest to his signature.

Section 3. That the City Manager is authorized to take such actions as are necessary to comply with the terms of the Development Agreement as herein approved.

Passed, approved, and adopted this 15th day of December 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**PUBLIC INPUT**

Rick Dickinson, President and CEO of Greater Dubuque Development Corporation, residing at 205 Hill St., spoke on Action Item No. 1. Dickinson thanked the City Council for its efforts on air service, shared frustrations with the lack of financial support from the federal government to expand air service, and read comments from residents who have traveled through Dubuque Regional Airport.

Breitfelder announced receipt of written input regarding Action Item No. 1 from Mary Giesler, 2310 High Cloud; DBQ Air; Gail Chavenelle and Bill Dicken, 1155 Kelly Ln.; Joel Pusateri; and Brian Klinkner.

**ACTION ITEMS**

1. Commercial Air Service Minimum Revenue Guarantee: Motion by Resnick to receive and file the documents and refer to the City Council for discussion. Seconded by Wethal. City Council Members expressed disappointment with the current situation, noting that while flight participation has grown, it has not increased quickly enough to sustain service without additional financial support. They provided a summary of the history of federal air service funding and current federal funding initiatives. Council acknowledged that losing air service would make securing future options difficult but emphasized their commitment to continue advocating for air service. Members discussed varying perspectives on using city general funds to support air service. In response to a question, Van Milligen confirmed that if the city terminates air service on January 15, 2026, under Option #1 from his memo, which he recommends, around $685,000 would remain from city funds previously budgeted for the Minimum Revenue Guarantee (MRG). MRG payments typically range from $200,000 to $300,000 per month, which would cover costs through April, however, no funding options are available beyond that point. Van Milligen also noted that Dubuque County allocated $100,000 toward the

MRG but would not spend those funds if Council approved his recommendation. When asked about the appropriate motion to accept the City Manager's recommendation and whether it should direct the Airport Commission to issue the termination notice, Airport Director Todd Dalsing stated that the Commission had authorized him to negotiate with Denver Air. City Attorney Brumwell clarified that the motion should be to receive and file and select Option #1. Council Member Resnick moved to amend the motion to receive and file the documents and accept Option #1: terminating service with Denver Air on January 15, 2026, at an estimated cost of $215,515 for January. Seconded by Wethal. Motion carried 5-1 with Farber voting nay.

2. Contract for Services Between the City of Dubuque and Greater Dubuque Housing Trust Fund: Motion by Jones to receive and file the documents and adopt Resolution No. 402-25 Authorizing Execution of Contract for Services between the City of Dubuque and Greater Dubuque Housing Trust Fund. Seconded by Sprank. In response to questions, Urban Development and Housing Rehabilitation Project Manager Maddy Haverland reported that at the recent Greater Dubuque Housing Trust Fund meeting, members discussed inviting a City Council member to join the fund, with further discussion planned for their January meeting. Haverland explained that while the City currently has a Local Housing Trust Fund (LHTF), the Iowa Finance Authority (IFA) does not certify the structure of the City's trust fund. The Greater Dubuque Housing Trust Fund is organized as a nonprofit, a structure the Iowa Finance Authority (IFA) recognizes as eligible for certification and one that provides access to additional grant opportunities. Haverland also confirmed that the Greater Dubuque Housing Trust Fund would specifically serve the City, as Dubuque County already has its own LHTF. Motion carried 6-0.

**RESOLUTION NO. 402-25**
**AUTHORIZING EXECUTION OF CONTRACT FOR SERVICES BETWEEN THE CITY OF DUBUQUE AND GREATER DUBUQUE HOUSING TRUST FUND**

Whereas, The Greater Dubuque Housing Trust Fund is a certified nonprofit entity operating with an independent Board of Directors under the charitable status of the Community Foundation of Greater Dubuque; and

Whereas, the Greater Dubuque Housing Trust Fund primarily focuses on affordable housing in the Dubuque community; and

Whereas, the Greater Dubuque Housing Trust Fund wishes to enter a contract for services with the City of Dubuque to administer programming on their behalf; and

Whereas, the City of Dubuque has capacity for project administration.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the Contract for Services between the Greater Dubuque Housing Trust Fund and City of Dubuque be executed effective January 1, 2026.

Section 2. That the City Attorney of the City of Dubuque is hereby authorized to execute said Contract.

Passed, approved, and adopted this 15th day of December 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

3. Repeal of Title 2, Chapter 5, Article D - Trust Fund Advisory Committee: Motion by Resnick to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Farber. Brumwell confirmed that repealing the Trust Fund Advisory Committee was a necessary action now that City Council approved the contract with Greater Dubuque Housing Trust Fund. Motion carried 6-0.

Motion by Resnick for final consideration and passage of Ordinance No. 49-25 Amending City of Dubuque Code of Ordinances Title 2 Boards and Commissions, Chapter 5 Housing Agency and Community Development Commissions, Article D Trust Fund Advisory Committee by repealing the entirety of Article D. Seconded by Farber. Motion carried 6-0.

**ORDINANCE NO. 49-25**
**AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 2 BOARDS AND COMMISSIONS, CHAPTER 5 HOUSING AGENCY AND COMMUNITY DEVELOPMENT COMMISSIONS, ARTICLE D TRUST FUND ADVISORY COMMITTEE BY REPEALING THE ENTIRETY OF ARTICLE D**

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. Title 2, Chapter 5, Article D is amended by repealing the entirety of Article D, Trust Fund Advisory Committee.

Section 2. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 15th day of December 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne Breitfelder, City Clerk

4. Special Events Ordinance Amendment and Process Improvements: Motion by Jones to receive and file the documents and that the requirement that a proposed ordinance be considered and voted on for passage at two Council meetings prior to the meeting at which it is to be passed be suspended. Seconded by Sprank. Breitfelder, Assistant City Manager Cori Burbach, and Assistant Police Chief Joe Messerich made a presentation. In response to questions, Police Chief Jeremy Jensen stated that event organizers will remain responsible for barricade costs for any beyond the City's inventory, as the City does not maintain enough barricades to meet all security needs. Jensen also confirmed that permanent signage restricting parking for recurring events has been effective. Messerich outlined the process for deploying removable bollards and noted ongoing discussions regarding payment responsibilities for their use. Breitfelder addressed questions on the proposed fee reductions. City Council Members expressed support for the fee reductions and for continued City support with special events. Motion carried 6-0.

Motion by Jones for final consideration and passage of Ordinance No. 50-25 Amending City of Dubuque Code of Ordinances Title 10 Public Ways and Property, Chapter 4 Parades, Assemblies and Special Events. Seconded by Sprank. Motion carried 6-0.

**ORDINANCE NO. 50-25**
**AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 10 PUBLIC WAYS AND PROPERTY, CHAPTER 4 PARADES, ASSEMBLIES AND SPECIAL EVENTS**

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. Title 10 Public Ways and Property, Chapter 4 Parades, Assemblies and Special Events of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

CHAPTER 4
PARADES, ASSEMBLIES, SPECIAL EVENTS, AND COURTESY EVENTS

10-4-1: Definitions: The following words and phrases, when used in this chapter shall, for the purpose of this chapter, have the meanings respectively ascribed to them in this section:

Business Day: Those days in which municipal offices are open for conducting city business. "Business day" does not include Saturday, Sunday or the holidays listed in section 1-3-1 of this code.

City Manager: The city manager or the city manager's designee.

Courtesy Event: Any small-scale community activity conducted on outdoor public property that has minimal impact on public property or infrastructure and does not require a temporary food establishment license, a temporary membrane structure, tent, or inflatable permit, a special event retail alcohol license, or event-specific city services.

Event-Specific City Services: Any city-provided services required specifically for the support, operation, or safety of a special event that exceed the normal provision of municipal services to the public. These may include, but are not limited to:

- Traffic control or street closures
- Police, fire, or emergency medical presence beyond normal patrol or staffing
- Temporary signage or barricades

Parade: Any march, procession or other similar activity consisting of persons, animals, vehicles or things, or any combination thereof, upon any public street, sidewalk, alley or other public place, which requires a street closing or otherwise requires authorized city employees to stop or reroute vehicular traffic because the parade will not or cannot comply with normal and usual traffic regulations or controls.

Parade Organizer: The person designated as the responsible planner and on-site manager for the parade.

Person: Has the same meaning ascribed to that term in section 1-3-1 of this code.

Private Property: Any land, dwelling, building, or other temporary or permanent structure that is owned, leased, or otherwise lawfully controlled by a private person, firm, corporation, or entity, and not by a governmental body or agency.

Public Assembly: A company of persons collected together in one place on public property or the sidewalk, or any organized march or procession of persons upon public property or the sidewalk, which is reasonably anticipated to interfere with or impede the flow of pedestrian traffic, but will not: a) obstruct the normal flow of vehicular traffic; or b) require a street closing or otherwise require police officers to stop or reroute vehicular traffic because the persons will not or cannot comply with normal and usual traffic regulations or controls.

Public Assembly Organizer: The person who is designated as the responsible planner or on-site manager for the public assembly. "Public assembly organizer" includes a person who, even absent a formal designation, acts as the responsible planner or on-site manager for the public assembly.

Public Property: All land, buildings, and other temporary or permanent structures

owned, leased, or otherwise controlled by the city, including streets, sidewalks, alleys, parks, plazas, rights-of-way, and other lands or facilities dedicated to public use.

Public Right-Of-Way: The area on, below, or above a public roadway, highway, street, bridge, cartway, bicycle lane, or public sidewalk in which the local government has an interest, including other dedicated rights-of-way for travel purposes and utility easements. A public right-of-way does not include the airwaves above a public right-of-way with regard to cellular or other nonwire telecommunications or broadcasts service or utility poles owned by the city.

Special Event: A planned temporary activity or gathering that is open to the general public that occurs primarily on outdoor public property or that impacts public right-of-way and:

A. Includes activities that require the issuance of a temporary food establishment license, temporary membrane structure, tents, and inflatables permit, or a special event retail alcohol license; or

B. Requires event-specific city services, including, but not limited to, any of the following: street closures; provisions of barricades, event-specific no parking signs; l event-specific electrical services; or police, fire, or emergency medical presence beyond normal patrol or staffing.

Sponsor of the Event: The individual or entity who is conducting the special event or in whose name or for whose support the proposed special event will be presented.

10-4-2: ASSEMBLIES:

A. Any person or organization planning to lead or initiate any type of public assembly, including a march or procession, upon public property or a public sidewalk, is encouraged to notify the city clerk, on a form prescribed by the city clerk, at least 10 (10) business days in advance, or as soon as practicable if the event is of a spontaneous or urgent nature,

B. Such public assemblies are allowed unless the city clerk notifies the person or organization, in writing, within three (3) business days after receipt of notice of the public assembly, or as soon as practicable before the scheduled event, that the proposed assembly may not occur as noticed, including but not limited to instances where the proposed time, manner, or location are unsuitable, where a substantial risk to public safety or health exists, or where the assembly conflicts with a previously authorized use or permitted activity. If the city clerk issues such a notice, the city clerk must state the reasons in writing. In the event of the denial of a public assembly, an alternate date, time, location, or route may be provided by the city or the individual or organization holding the public assembly. The alternate should, to the extent practicable provide comparable public visibility and a similar route, location, and date. An applicant desiring to accept the alternate public assembly must, within five (5) business days after notice of the action by the city clerk, file a written notice of acceptance with the city clerk.

C. The decision by the city clerk is deemed a final decision subject to judicial review in accordance with applicable law.

D. Public assemblies cannot interfere with vehicular traffic, pedestrian traffic, safe ingress to or egress from buildings, or access by city staff in the area contiguous to the activity.

E. When the attendance at a public assembly interferes with vehicular traffic or requires a street closing or otherwise requires authorized city employees to stop or reroute vehicular traffic because the public assembly will not be able to comply with usual traffic regulations or controls, members of the police department are authorized to make reasonable accommodations to increase the portion of the public right-of-way available to the public assembly. After that portion of the public right-of-way available to the participants is identified and communicated to the participants, the participants shall not use any other portion of the public right-of-way outside the boundaries identified by the police.

F. Nothing in this subsection shall be deemed as waiving the requirement for a parade or special event permit pursuant to section 10-4-3 of this chapter, if required.

G. It is unlawful for any person to knowingly interfere with any person or organization lawfully conducting a public assembly.

H. A public assembly may be restricted, postponed, or canceled if the city manager, chief of police, fire chief, or public health director determines that, by reason of disaster, public calamity, riot, or other emergency, such action is necessary.

10-4-3: PARADES AND SPECIAL EVENTS:

A. Permit Required: Before any sponsor of the event collects or gathers together upon city property or the public

right-of-way for parades or special events, the sponsor of the event must first obtain a permit from the city clerk.

B. Permit Fee: A permit fee will be collected.

C. Permit Application:

1. Filing Of Application: An application for a permit must be filed with the city clerk as provided in this section. Applications must be made on forms prepared by the city clerk.
2. Grant or Denial of Permit: The city clerk must grant or deny the permit, in writing, according to the standards set forth in subsection D of this section and must provide the written decision to the applicant.
3. Hold Harmless Agreement: The application must include an agreement wherein the applicant agrees to indemnify, defend and hold harmless the city and its agents, officers, and employees, from any and all claims, lawsuits, damages, losses, and expenses, of whatever nature, which may result from or arise from the parade or special event covered by the permit, irrespective of whether said claims are frivolous or meritorious.
4. Insurance Requirements; The sponsor of the event shall procure and maintain in full force and effect during the term of the permit a policy of insurance from an insurance company authorized to do business in the state, which provides the coverage deemed necessary and adequate by the city under the circumstances. Proof of insurance shall be submitted to the city prior to issuance of the permit and maintenance of this insurance shall be a condition of the permit.

D. Standards for Issuance: The city clerk must examine the application, and must grant or deny said permit based upon the following standards:

1. Interference With Privacy, Safety and Security: Considering the date and time of said proposed use, whether the use will unreasonably interfere with the privacy, safety, security, convenience and tranquility of the residents or inhabitants of the area.
2. Size And Condition of Accommodations: Whether the proposed city property or public right-of-way can accommodate the group or use, based both on group size and on health and sanitation facilities, whether available or to be provided by applicant.
3. Compatibility Of Use: Whether the proposed gathering is compatible with the normal activity of the city property or public right-of-way at the requested time or date.
4. Demonstration of Means, Planning and Coordination: Whether the application demonstrates the applicant has the means, planning and coordination to hold the special event, considering the time of day, location, public facilities available, traffic control, parking requirements, safety of amenities offered, and any monitoring required to protect the public health and safety.
5. Timing Of Event: Whether the event will interfere with another event for which a permit has already been granted. All applications for any parade or special event permit will be processed on a first in time basis based on a full and complete submission of necessary information and documentation.
6. Interruption Of Vehicular or Pedestrian Traffic: Whether the proposed use would substantially interrupt the flow of street and/or pedestrian traffic.
7. Excessive Diversion of Police: Whether the use would require the excessive diversion of police from other duties or substantially interferes with the city's firefighting operations.
8. Completeness of the Event Application: Whether the application is fully complete within the timeframe necessary for the city to determine if the event will occur.
9. Submission Deadline: Whether the application was filed with the city clerk sufficiently in advance, in accordance with deadlines established by the city manager, to allow adequate time for administrative, operational, and public safety review.
10. Outstanding Obligations from Previous Events: Whether the applicant has any outstanding invoices, fees, or charges from prior events, including but not limited to costs related to damages, city services, or violations, that remain unpaid at the time of application review.

E. Revocation Of Permit: After a permit is granted, in the event it is determined that the applicant has misstated any material fact in the application, or that there is a substantial and material variance between the information in the application and the actual facts or those facts that

appear reasonably to have occurred, the city clerk may review such application and revoke such permit if not in compliance with this subsection. Such permit may also be revoked when it is determined by the city manager, chief of police, fire chief, or public health director that by reason of disaster, public calamity, riot or other emergency, the public safety requires such revocation.

F. Waiver: The city manager is authorized to waive certain requirements based on criteria approved in the parades and special events permit waiver policy.

G. Interference: It is unlawful for any person to knowingly interfere with any person or organization lawfully conducting a parade.

10-4-4: PRIVATE PROPERTY:

A. Events on Private Property; Permit Requirements:

1. A permit will be required for any event on private property that will impact the public right-of-way:

2. Permit Fee: A permit fee will be collected.

3. Permit Application:

a. Filing of Application; Contents: An application for a permit containing the information required herein must be filed with the city clerk by a person holding such an event. Applications must be made on forms prepared by the city clerk. The city clerk must have a reasonable time to grant or deny the permit. The length of time that is reasonable must be determined by the size of the event, the information supplied, the time of filing of the application, and the extent of advance preparation or planning demonstrated and reasonably required.

b. Grant or Denial of Permit: The city clerk must grant or deny the permit, in writing, according to the standards set forth in subsection A4 of this section and must provide the written decision to the applicant.

c. Hold Harmless Agreement: The application must include an agreement pursuant to which the applicant agrees to indemnify, defend and hold harmless the city and its agents, officers and employees, from any and all claims, lawsuits, damages, losses and expenses, of whatever nature, which may result from or arise from the parade or special event covered by the permit, irrespective of whether said claims are frivolous or meritorious.

d. Insurance Requirements; The permittee shall procure and maintain in full force and effect during the term of the permit a policy of insurance from an insurance company approved by the city and authorized to do business in the State, which provides the coverage that the city clerk deems necessary and adequate under the circumstances. Proof of insurance shall be submitted to the city prior to issuance of the permit and maintenance of this insurance shall be a condition of the permit.

4. Standards For Issuance: The city clerk must examine the application and must grant or deny said permit based upon the following standards:

a. Interference with Privacy, Safety, And Security: Considering the date and time of said proposed use, whether the use will unreasonably interfere with the privacy, safety, security, convenience and tranquility of the residents or inhabitants of the area.

b. Compatibility of Use: Whether the proposed use or activity is compatible with the normal activity of the neighborhood at the requested time and date.

c. Demonstration of Means, Planning and Coordination: Whether the application demonstrates the applicant has the means, planning and coordination to hold the proposed event, considering the time of day, location, traffic control, parking requirements, safety of amenities offered, and any monitoring required to protect the public health and safety.

d. Timing of Event: Whether the event will interfere with another event for which a permit has already been granted.

e. Interruption of Vehicular and Pedestrian Traffic: Whether the proposed use would substantially interrupt the flow of street and/or pedestrian traffic.

f. Excessive Diversion of Police: Whether the use would require the excessive diversion of police from other duties or substantially interfere with the city's firefighting operations.

g. Completeness of the Event Application: Whether the application is fully complete within the timeframe necessary for the city to determine if the event will occur.

h. Submission Deadline: Whether the application was filed with the city clerk sufficiently in advance, in accordance with deadlines established by the city manager, to allow adequate time for administrative, operational, and public safety review.

i. Outstanding Obligations from Previous Events: Whether the applicant has any outstanding invoices, fees, or charges from prior events, including but not limited to costs related to damages, city services, or violations, that remain unpaid at the time of application review.

5. Revocation Of Permit: After a permit is granted, in the event it is determined that the applicant has misstated any material fact in the application, or that there is a substantial and material variance between the information in the application and the actual facts or those facts that appear reasonably to have occurred, the city clerk may review such application and revoke such permit if not in compliance with this chapter. Such permit may also be revoked when it is determined by the city manager, chief of police, fire chief, or public health director that by reason of disaster, public calamity, riot or other emergency, the public safety requires such revocation.

10-4-5: COURTESY EVENTS: Any person or organization planning to schedule a courtesy event is encouraged to notify the city clerk, on a form prescribed by the city clerk, at least ten (10) business days in advance, to help avoid conflicts with other events and to assess any potential public safety impacts. Courtesy Events must not interfere with public right-of-way, interfere with access to public facilities, or require a temporary food establishment license, a temporary membrane structure, tent, or inflatable permit, a special event retail alcohol license, or event-specific city services.

A courtesy event may be restricted, postponed, or canceled if the city manager, chief of police, fire chief, or public health director determines that, by reason of disaster, public calamity, riot, or other emergency, such action is necessary.

Section 2. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 15th day of December 2025.

Brad M. Cavanagh, Mayor

Attest: Adrienne N. Breitfelder, City Clerk

5. Approval of Updates to Downtown Rehabilitation and Housing Creation Incentives Guideline Documents: Motion by Jones to receive and file the documents and adopt Resolution No. 403-25 Approving Updated Downtown Rehabilitation Grant Program Guidelines and Amended Downtown Housing Creation Grant Guidelines Version 2025.1. Seconded by Wethal. Economic Development Director Jill Connors and City Manager Mike Van Milligen explained the rationale for setting a three-year vacancy threshold for existing units to qualify for a Downtown Housing Creation Grant, noting that this timeframe is considered a reasonable indicator that a landlord requires assistance. City Council Members discussed whether three years is appropriate or if a shorter period, such as two years, should be considered. Connors also confirmed that Section 8 vouchers may be applied toward rent or a mortgage. Motion carried 5-1 with Resnick voting nay.

**RESOLUTION NO. 403-25**
**APPROVING UPDATED DOWNTOWN REHABILITATION GRANT PROGRAM GUIDELINES AND AMENDED DOWNTOWN HOUSING CREATION GRANT GUIDELINES VERSION 2025.1.**

Whereas, the City Council of the City of Dubuque has identified “Livable Neighborhoods and Housing: Great Place to Live” as one of its 2030 Goals; and

Whereas, the City offers financial incentives in the form of grants for the redevelopment of buildings and the creation of housing in the Greater Downtown Urban Renewal Area; and

Whereas, City staff propose to include for-sale condominiums as an eligible project type for a Downtown Housing Creation Grant; and

Whereas, City staff propose to include a requirement that existing housing units be vacant for a minimum of three years to be eligible for a Downtown Housing Creation Grant; and

Whereas, City staff have prepared Updated Downtown Rehabilitation Grant Program Guidelines and Amended Downtown Housing Creation Grant Guidelines attached hereto to reflect these proposed eligibility criteria; and

Whereas, the City Council finds that it is in the best interests of the City of Dubuque to adopt these Grant Guidelines.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. That the Updated Downtown Rehabilitation Grant Program Guidelines and Amended Downtown Housing Creation Grant Guidelines are hereby approved.

Section 2. That the City Manager is authorized to negotiate agreements that carry

out the recommendations in the Updated Downtown Rehabilitation Grant Program Guidelines and Amended Downtown Housing Creation Grant Guidelines.

Section 3. That the City Clerk of the City of Dubuque, Iowa is hereby authorized and directed to file a certified copy of this Resolution in the office of the Dubuque County Auditor.

Passed, approved and adopted this 15th day of December 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

6. Ninth Amendment to the Development Agreement by and between the City of Dubuque, Iowa and GT Novelty, LLC and GT Novelty Condos, LLC: Motion by Jones to receive and file the documents and adopt Resolution No. 404-25 Approving the Ninth Amendment to the Development Agreement by and between the City of Dubuque, Iowa and Gt Novelty, LLC and Gt Novelty Condos, LLC. Seconded by Farber. Motion carried 6-0.

**RESOLUTION NO. 404-25**
**APPROVING THE NINTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE, IOWA AND GT NOVELTY, LLC AND GT NOVELTY CONDOS, LLC**

Whereas, the City of Dubuque and Warehouse Trust, LLC previously entered into a Development Agreement dated the 17th day of June 2013 (the Development Agreement), as amended; and

Whereas, Warehouse Trust, LLC assigned its interest in the Development Agreement to Novelty Iron Landlord, LLC; and

Whereas, Novelty Iron Landlord, LLC assigned its interest in the Development Agreement to GT Novelty, LLC and GT Novelty Condos, LLC; and

Whereas, there have been eight prior amendments to the Development Agreement; and

Whereas, City and GT Novelty, LLC and Novelty Condos, LLC have agreed to the Ninth Amendment to the Development Agreement attached hereto to clarify the validity of certain prior Amendments and to remove a portion of the Property from the Development Agreement so that such removed parcel may be subject to a new Development Agreement between City and GT Novelty Condos, LLC.

NOW, THEREFORE. BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:

Section 1. The Ninth Amendment to Developer Agreement is approved.

Section 2. The Mayor is hereby authorized and directed to sign the Ninth Amendment on behalf of the City of Dubuque.

Passed, approved and adopted this 15th day of December 2025.

Brad M. Cavanagh, Mayor
Attest: Adrienne N. Breitfelder, City Clerk

**COUNCIL MEMBER REPORTS**

Farber reported on her terms with Dubuque Initiatives and the Sister City Committee concluding due to her City Council term ending. She also reported on the upcoming annual legislative dinner, Dubuque Metropolitan Area Transportation Study (DMATS) meeting, NAMI's holiday gathering, and community outreach for the Field of Dreams, including the Green Bay Packers' future tailgate tour.

Resnick reported on the Merry Millwork Market event.

Jones reported on the recent work session on the Parks and Recreation Comprehensive Master Plan Draft, former Parks and Recreation Director Marie Ware's retirement celebration, the Prescott Elementary School Soup Luncheon, the upcoming annual legislative dinner, and board meetings with the Dubuque Racing Association (DRA), Dubuque Metropolitan Area Solid Waste Agency (DMASWA), and Travel Dubuque.

Sprank reported on North End and Point neighborhood association holiday events, the Merry Millwork Market, the Parks and Recreation Comprehensive Master Plan Draft work session, a church cookie walk, attending Iowa Jobs for America's Graduates (iJAG) classes at Dubuque Senior High School, and a food giveaway event.

Wethal reported on performances of The Nutcracker and attending a Dubuque County Early Childhood Board meeting.

Cavanagh reported on meeting with members of the Ioway tribe that recently visited and wished everyone a happy holiday.

**CLOSED SESSION**

Motion by Jones to convene in closed session at 9:47 p.m. to discuss Pending Litigation and Purchase or Sale of Real Estate – Chapter 21.5(1)(c),(j) Code of Iowa. Seconded by Wethal. Mayor Cavanagh stated for the record that the attorney who will consult with City Council on the issues to be discussed in the closed session is City Attorney Brumwell. Motion carried 6-0.

The City Council reconvened in open session at 11:00 p.m. stating that staff had been given proper direction.

**ADJOURNMENT**

There being no further business, Mayor Cavanagh declared the meeting adjourned at 11:00 p.m.

/s/Adrienne N. Breitfelder, CMC, City Clerk

## A

A & G Electric ..... 375
Abstract of Votes ..... 413, 440, 441
Adam Vogel Building, LLC ..... 349, 362, 383
Adams, Kim, DuTrac Senior Vice President of Operations and Facilities ..... 457
Administrative Consent Order ..... 354
Adobo's Mexican Grill ..... 228, 464
Adoption of Supplements ..... 33, 251, 374, 485
Advantage Sheet Metal, Inc ..... 375
AECOM Technical Services, Inc. ..... 375
Afriwell Hub, Inc ..... 85
Agreements
  AmeriCorps ..... 343
  Banking Services ..... 41, 434
  Conduit Facilities ..... 98, 391
  Contracted Services ..... 116, 173, 177, 199, 250, 324, 331, 334, 338, 339, 480, 494
  Development .4, 10, 31, 44, 49, 50, 58, 85, 87, 91, 103, 129, 141, 144, 170, 176, 178, 188, 209, 211, 235, 325, 326, 361, 363, 364, 378, 383, 384, 392, 394, 395, 396, 400, 415, 416, 418, 419, 428, 429, 464, 477, 484, 489, 490, 492, 500
  Fiber Licensing ..... 168
  Funding ..... 95, 291, 331, 332, 333
  Interagency ..... 463
  Lease ..... 51, 92, 324, 417, 489
  Linwood Cemetery ..... 348
  Loan ..... 5, 18, 73, 145, 146, 181, 205, 206, 207, 208, 213, 214, 236, 237, 238, 240, 380, 399, 414
  Management ..... 226, 244, 340, 393
  Petition and Waiver ..... 411
  Purchase ..... 4
  Purchase of Services Grant ..... 331
  Real Property Exchange ..... 44
  Rose of Dubuque, The ..... 393
  Shared Services ..... 168, 203
  Snow Removal ..... 464
  Stormwater Facilities Fee ..... 167
  Subordination ..... 101, 128, 415, 429, 488
  Subrecipient ..... 167
  Temporary ..... 226
  Tobacco Compliance Settlement ..... 99, 413
  Transfer of Roadway Jurisdiction (TOJ) ..... 375
  Twenty-Eight E (28E) ..... 123
Ahmann's Lawn Care, Inc. ..... 393
Air Service ..... 41, 93, 368, 385, 389, 402, 405, 434, 466, 493
Airborne Road ..... 32, 181, 182
Airfare Rebate ..... 434
Airport Advertising ..... 154
Airport Commission
  Membership ..... 36, 54, 364, 381, 399
  Minutes ..... 30, 42, 121, 134, 198, 342, 424, 480
  Years of Service Recognition ..... 390
Airport Improvement Program (AIP) ..... 466
Aldi Grocery Store ..... 414
A-L-L Equipment ..... 464
All Seasons Heating & Cooling ..... 393
All Star Environmental ..... 375
Allen, Anthony ..... 198, 423
Alliant Energy Amphitheater ..... 256, 322

Allison-Henderson Park ..... 256
Almost Home Shelter ..... 116
Alta Vista Road ..... 45
Altered State ..... 203
Althoff, Deanne, Dubuque Nature Everywhere member ..... 320
Amazon ..... 196, 218
Ambassador Court ..... 416, 430, 458
AMC Theatres ..... 16, 485
American Legal Publishing ..... 34, 251, 374, 485
American Legion Auxiliary ..... 136
American Legion Post 6 ..... 228
American Rescue Plan Act (ARPA) ..... 150
American Trust River's Edge Plaza ..... 256
AmeriCorps ..... 82, 153, 154, 249, 291, 343, 371, 412, 464
Analysis of Impediments ..... 33
Anderschau, Jessica, Green Iowa AmeriCorps Climate Action Activator ..... 82, 249
Annual Comprehensive Financial Report (ACFR) ..... 151
Annual Report ..... 18, 85, 116, 422, 462
Applebee's Neighborhood Grill and Bar ..... 322
Applewood I Apartment Complex ..... 147
Area Residential Care ..... 177
Arling, Peter, DuTrac Community Credit Union Legal Counsel ..... 457, 458
Arrowhead Drive, 1195 ..... 344, 367
Art on the River ..... 122, 330, 341
Artificial Intelligence (AI) ..... 217, 292
Arts and Cultural Affairs Advisory Commission ..... 31
  Art on the River Committee Minutes ..... 219, 406
  Funding Recommendations ..... 291
  Grants Committee Minutes ..... 406
  Grants Modification ..... 462
  Membership ..... 210, 231, 253, 465, 491
  Minutes ..... 30, 95, 121, 174, 219, 249, 342, 372, 424
  Ordinance Amendment ..... 467
ASJS Properties, LLC ..... 361, 384
Assessments
  Appeals ..... 322
  Grass, Weed and Garbage Collection ..... 12, 359, 408, 482
  Problem Property ..... 359
  Special ..... 89, 127
  Voluntary ..... 411
Auburn-Custer ..... 323, 337, 347, 376
Auto Workers AFL-CIO ..... 228
Automated License Plate Reader ..... 370
Avenarius, Cathleen ..... 249, 321
Avon Park ..... 256
Awards
  Dubuque 365ink Impact Award ..... 121
  Dubuque Area Chamber of Commerce ..... 249
  Dubuque NAACP Thomas Determan Standout Community Organization Pursuing Equity S.C.O.P.E. ..... 423
  Governor's Volunteer Award ..... 249
  International Economic Development Council Gold ..... 368
  Iowa Law Enforcement Accreditation Program ..... 218
  Iowa Society of Solid Waste Operations 2025 Innovative Project ..... 423
  Mayor of the Year ..... 390
  Police Department Awards and Recognition Program ..... 29, 36, 121
  Rising Star ..... 341, 390
  Savvy Over 60 ..... 357, 372
  Service Member Patriot ..... 321
  Stella ..... 406

Telegraph Herald's First Citizen award ..... 8, 81
Travel Dubuque Outstanding Front Line Staff Award ..... 198
Women of Achievement Award ..... 134, 165
AY McDonald Park ..... 256, 258

## B

Backpocket Dubuque ..... 142
Bakey, Dick, Iowa State Trooper ..... 292
Bank First ..... 425
Baraboo's On Main ..... 414
Barba, David, Dubuque Main Street Executive Director ..... 42, 130, 422
Barge #23 ..... 464
Barnd, Matt, Estates of Dubuque attorney ..... 58
Barrel Head Winery ..... 177
Barrel House Dubuque ..... 414
Battery Recycling Program ..... 355, 423
Battle for the Bluff Rodeo ..... 81
Baum, Alex, Community Foundation of Greater Dubuque's Director of Advocacy, Data and Learning ..... 173
Baumhover, Rick ..... 3, 18, 337, 346, 461
Baymont Inn & Suites ..... 16, 485
BBQ in DBQ event ..... 405
Bears in northeastern Iowa ..... 171
Bee Branch Creek ..... 81, 84, 117, 146, 214, 256, 389, 411
Beecher Liquor ..... 34, 203, 323
Bees, Claudette ..... 153
Bell Tower Productions ..... 322
Bermudez, Jay ..... 165
Berry vs. City of Dubuque & Schmalz Precast Concrete Manufacturing Company ..... 484
Betty Jane Candies ..... 377
Bhatia, Kelsey ..... 391
Bicycle Lighting Requirements ..... 459
Biechler Electric, Inc. ..... 393, 484
Big 10 Mart ..... 203, 441
Bike Coop ..... 135, 138
Bike to Work Week and Bike Month ..... 138
Bike Week ..... 196
Birch Sr., Kenny J ..... 45
bizTimes Magazine ..... 462
Black Men's Coalition ..... 432
Blend Business Dining ..... 414
Blong, Doug ..... 228, 229, 253, 254
Bloomberg Philanthropies Youth Climate Action Grant ..... 41, 48, 484
Bluff Street, 1047 ..... 43
Bluff Street, 39 ..... 414, 415, 416, 428, 429
Bluff Strokes ..... 218, 405
BNZ Properties, LLC ..... 486, 487
Board of Library Trustees ..... *See* Library Board of Trustees
Board of Review ..... 322
Bohr Custom Curbing ..... 393
Boles, Dean ..... 3, 17, 461
Bolton & Menk, Inc. ..... 458
Bonds ..... 84
General Obligation, Series 2025A ..... 7, 23, 36, 61
General Obligation, Series 2025ABC ..... 5
General Obligation, Series 2025B ..... 7, 23, 36, 61, 69
General Obligation, Series 2025C ..... 7, 23, 37, 61, 73
Sewer Revenue Capital Loan Notes ..... 18, 83, 205, 206, 207, 208, 236, 237, 238, 240, 285
Stormwater Revenue Loan Notes ..... 145, 146, 213, 214, 285

Urban Renewal Tax Increment Revenue Grant Obligations 49, 87, 91, 103, 144, 170, 178, 209, 212, 235, 361, 362, 363, 378, 383, 384, 394, 395, 396, 400, 418, 419, 464, 490, 492
Water Revenue Loan Notes ..... 180, 214, 350, 380, 399
Bonifas, Ryan, OVG360 Grand River Center General Manager ..... 18, 244, 340, 406, 422, 461
Boomerang Corp. ..... 435
Bormann, Jeni ..... 154
BP Fuel ..... 252, 413
Branching Out Dubuque event ..... 151
Brazen ..... 322, 485
Bread of Life Presbyterian Church ..... 355, 433
Brecke Mechanical Contractors ..... 393
Breitbach, Gerald ..... 42, 83
Breitbach's Country Dining ..... 423
Brew Fest ..... 49
Bries, John, Dubuque County Fair Association ..... 249
Bright Minds ..... 340
Brown, Dan, Former Dubuque Fire Chief ..... 93
Brown, Jonathan R. ..... 426
BSj 786 LLC ..... 34, 228
Budget ..... 133, 398, 420
Amendment ..... 169, 186
Fiscal Year 2026 Annual ..... 154
Presentations ..... 118, 119, 120, 131, 132, 133, 152, 153
Buffalo Wild Wings ..... 177
Building Bridges to Elevate Employment (B2E2) ..... 124, 458
Building Code Advisory and Appeal Board ..... 403, 460
Membership ..... 3, 17, 337, 346
Minutes ..... 391, 424
Proclamations ..... 165
Bunker Hill ..... 33, 51, 92, 99, 115, 142, 256, 373, 393
Burgart, Brenna, Mental Health America of Dubuque County ..... 165
Butler Children's Garden Foundation, Inc. ..... 96, 97
Butt's Florist ..... 130

## C

Cable Television Commission
Membership ..... 36, 54
Minutes ..... 95, 461
Cain-Watson, DeLano ..... 293, 413
CAL5, LLC ..... 401
Caldwell-Designed Structures ..... 150
Callahan Construction ..... 55, 401, 457
Callahan, Elijah ..... 1, 9
Callahan, Joel, CCI5, LLC ..... 392
Callahan, Joey, Callahan Construction ..... 55, 188, 401
Cambria Drive ..... 46
Camiros Ltd. ..... 356
Campbell Sr., Leonardo ..... 407
Canfield Hotel ..... 414
Capra Bank ..... 425
Captured on Canvas ..... 413
CARich Properties, LLC ..... 484
Carkeek, Becky, Travel Dubuque Sales Manager ..... 198
Carnicle, Vicki ..... 174
Carroll, Carole, Hospice of Dubuque ..... 423
Carter, Jimmy, Former US President ..... 8
Casey's General Stores ..... 34, 48, 203, 413
Catfish Charlie's ..... 142

Catfish Creek ..... 120, 206, 207, 238, 240, 250, 339, 340, 388
Catfish Creek Watershed Management Authority
Membership ..... 54, 90
Catholic Charities of the Archdiocese of Dubuque ..... 331, 332
CCI5, LLC ..... 174, 178, 188, 211, 215, 216, 392
CDB Utility Contractors ..... 2
Cedar Crest Court ..... 486
Cedar Cross Road ..... 97, 178, 211
Cedar Cross Road, 150 ..... 392
Cedar Cross Road, 405 and 595 ..... 103
Cedar Cross Road, 595 ..... 103
Cedar Ridge Commercial Park ..... 98
Cedar Ridge Farm Place ..... 175, 486
Cedar Valley ASCENT ..... 386
Cell Tower ..... 410
Central Avenue and White Street Corridor ..... 3, 18, 339, 458
Central Avenue, 1199 ..... 101, 128
Central Avenue, 1701 ..... 349, 362, 383
Central Avenue, 1706 ..... 225
Central Avenue, 1739-1763 ..... 363, 384
Central Avenue, 1805 ..... 376
Central Avenue, 2275 ..... 464, 493
Central Avenue, 2400 ..... 144
Central Avenue, 2541 ..... 394, 418
Central Avenue, 2901 ..... 10
Central Grocery and Beauty ..... 228
Centrally Rooted ..... 341, 355
Certified Local Government (CLG) ..... 85, 322
Chambers, Emma ..... 154
Chambers, Jennifer ..... 154
Chaplain Schmitt Island ..... 2, 6, 29, 40, 51, 73, 92, 94, 168, 226, 227, 324, 338, 347, 376, 389, 390, 425, 457
Chavenelle Drive 7850 ..... 340
Chavenelle Road, 7800 ..... 434, 440
Chavenelle, Gail ..... 493
Childhood Lead Poisoning Prevention Program ..... 463, 484
Children's Outdoor Bill of Rights (COBOR) ..... 457
Chipotle Mexican Grill ..... 377
Chopper's ..... 99
City Assessor ..... 12, 45, 93, 254, 322, 386
City Focus Magazine ..... 41
City Life ..... 165
City News Newsletter ..... 31, 85, 247, 358, 392, 480
City Owned Property ..... 234, 486
Civic Center ..... *See* Five Flags Civic Center
Civic Center Advisory Commission
Membership ..... 54, 90, 211, 231
Minutes ..... 372, 480
Civil Service Commission ..... 246, 350
Certified Lists ..... 16, 98, 227, 343
Membership ..... 147, 211, 337, 345, 399
Minutes ..... 1, 9, 30, 249, 342
Clarke University ..... 33, 99, 142, 414
Classy And Chic Boutique ..... 99
Collective Bargaining Agreement (CBA) ..... 150, 246, 343, 376, 403
Collins Community Credit Union ..... 425
Comiskey Park ..... 151, 224, 257, 385, 398, 420, 427, 457, 466
Communication Engineering Company (CEC) ..... 375, 426
Community Action for Energy-Efficient and Sustainable Living ..... 85
Community Catalyst Building Remediation Grant ..... 349

Community Development Advisory Commission
Membership ....3, 17, 36, 54
Minutes....9, 83, 121, 134, 219, 249, 330, 372, 461
Community Development Block Grant (CDBG)....33, 122, 167, 199, 200, 376, 462
Community Foundation of Greater Dubuque....31, 85, 116, 173, 197, 250, 386, 405, 433
Community Solutions of Eastern Iowa....199, 331, 341
Competitive Bid Proposal ....33, 188
Conlon Construction Co.....2, 61
Connolly, Tim....95, 121
Conservation District ....426, 458
Continental Fire Sprinkler Company....412
Contracts ....28, 48, 154, 217, 226, 333, 339, 349, 358, 388, 407, 408, 422, 463
Convivium Urban Farmstead ....49
Conzett, Mary Ann....198
Cook, HR, Iowa Honey Producers Association and Swiss Valley Bee Club ....82
Copper Kettle Inc., The ....377
Cornerstone Government Affairs, Inc.....251
Cottingham & Butler Insurance Services, LLC....426, 464
County Fair ....341
Crescent Community Health Center ....167, 334, 355, 422, 423

## D

Dahlquist, Joan ....215
DARE....330
Data Center and Information Technology ....98, 196, 292, 330, 340
Dave Hinz Construction, Inc.....393, 426
Davis, Jason....36, 54, 413, 440
Days Inn & Spirits Bar & Grill ....177
DBQ Air....493
Debt Management Policy ....480
DeMoss, Craig....249, 321
DeNicole , Ann, BVM ....390
Denny's Lux Club....377
Denver Air....385, 402, 466, 494
Department of Corrections....464
Departmental Name Changes....78
Depository Institutions ....424
Development Review Team (DRT)....102
Diamond Jo Casino ....203, 228
Dicken, Bill ....493
Dickinson, Rick, Greater Dubuque Development Corporation (GDDC) President and CEO...7, 134, 147, 341, 346, 368, 369, 402, 406, 457, 493
Dillon, Sue....132
Dimensional Brewing....322, 414
Dinges Fire Company ....393
Dispose of City Interest....88, 229, 254, 344, 345, 365, 379, 398, 401, 487
Dixon Engineering, Inc. ....177
Dixon, Alex, Dubuque Racing Association (DRA) President and CEO....29
DocuPet ....217, 426
Dogs and Cats - In Parks....215
Dollar General Stores....49, 203
DollarWise Innovation Grant ....463
Dolph's Bar ....169, 177, 228
Dolter, John ....132
Donovan, Kevin....102
Dorner Company ....375
Dorsey & Whitney LLP ....24, 27, 28, 38, 40, 41, 63, 69, 73, 403
Dowling, Brandon, Johnson Consulting ....94

Downtown Gas & Grocery ..... 34, 203, 427, 442, 485
Downtown Rehabilitation and Housing Creation Incentives Guideline ..... 499
Doyle, Michael, Loras College President ..... 405, 432
Dr Bob's Cloud Lab ..... 486
Dragon Boat Races ..... 369, 386
Dredging ..... 252, 329, 334, 361, 481
Dress, Leonard ..... 402
Dubuque 365ink Magazine ..... 8, 121, 386
Dubuque and All that Jazz ..... 218, 247
Dubuque Arboretum and Botanical Gardens ..... 97, 215
Dubuque Area Chamber of Commerce ..... 41, 93, 197, 385
Dubuque Area Congregations United ..... 218
Dubuque Area Labor Harvest Food Giveaway ..... 172, 386
Dubuque Area Land and Water Legacy (DALWL) ..... 391
Dubuque Area Library Info Consortium ..... 436, 439
Dubuque Area Retired School Personnel Association ..... 422
Dubuque Area Youth Council ..... 386
Dubuque Bank & Trust (DB&T) ..... 7, 41
Dubuque Barge and Fleeting Service Company ..... *See* Newt Marine Service
Dubuque Broadband Acceleration Initiative ..... 368
Dubuque Childcare Collaborative, LLC ..... 434
Dubuque Colleges Sustainability Coalition ..... 436, 439
Dubuque Community School ..... 52, 53, 81, 102, 105, 336, 337, 412
Dubuque County ..... 203, 393
Dubuque County Board of Health ..... 463
Dubuque County Early Childhood Board ..... 218, 369, 432, 500
Dubuque County Historical Society ..... 167, 368
Dubuque County Veteran Services ..... 479
Dubuque Discount Gas LLC ..... 177
Dubuque Discount LLC ..... 203
Dubuque Drum Corps ..... 405
Dubuque Fighting Saints ..... 151
Dubuque Fine Liquor and Tobacco ..... 34, 203
Dubuque Fire Equipment ..... 412
Dubuque Forward ..... 405, 478
Dubuque Golf & Country Club ..... 223, 485
Dubuque Greenhouse Gas (GHG) ..... 135, 136, 137, 138, 139, 140, 436, 437, 438, 439
Dubuque Hotel LLC ..... 167
Dubuque Housing, LLC ..... 434
Dubuque Industrial Center West ..... 446
Dubuque Initiatives ..... 91, 128, 212, 347, 349, 363, 364, 368, 384, 385, 412, 434, 500
Dubuque Irish Hooley ..... 322
Dubuque Jaycees ..... 178, 242, 377, 414
Dubuque Law Enforcement Center ..... 370
Dubuque LGBTQ+ Resource Network ..... 198
Dubuque Lodge 355 ..... 177
Dubuque Main Street, Ltd. ..... 8, 42, 130, 143, 172, 218, 355, 369, 422, 432
Dubuque Marina & Yardarm ..... 99
Dubuque Marina, Inc. ..... 291
Dubuque Metropolitan Area Solid Waste Agency (DMASWA) ..... 93, 130, 151, 181, 218, 292, 330, 355, 369, 386, 405, 423, 500
Dubuque Metropolitan Area Transportation Study (DMATS) ..... 197, 386, 460, 500
Dubuque Mining Co ..... 49
Dubuque Museum of Art ..... 218, 341, 414, 423, 432, 486
Dubuque Nature Everywhere ..... 166, 247, 320, 457
Dubuque Police Protective Association (DPPA) ..... 403
Dubuque Pride, Inc. ..... 198
Dubuque Professional Firefighters Association (DPFA) ..... 376
Dubuque Racing Association (DRA) ..... 8, 29, 50, 51, 91, 92, 130, 172, 218, 292, 340, 341, 369, 405, 432, 500

Dubuque Racing Association (DRA) Board ..... 91, 93, 218, 292, 369, 405, 432, 478
Dubuque Regional Humane Society ..... 440
Dubuque Religious Center ..... 16
Dubuque Rescue Mission ..... 433, 436
Dubuque Sign Company ..... 375
Dubuque South Pointe, LLC ..... 244, 425
Dubuque Star Brewery ..... 142, 256
Dubuque Symphony Orchestra ..... 81, 130, 173, 422, 423
Dubuque Technology Park ..... 412
Dubuque Tobacco & Grocery ..... 252, 441
Dubuque Visiting Nurses Association (VNA) ..... 85, 172, 358, 393, 463, 484
Dubuque Water Sports Club ..... 142
Dubuque Wine & Spirits LLC ..... 34, 203
Dubuque's Children's Outdoor Bill of Rights (COBOR) ..... 320
DubuqueFest ..... 341
Duehr, Samantha ..... 83
Duke's ..... 412
Dungeon Ltd ..... 49, 99
Dunne, Daniel ..... 1, 9
Dupaco Community Credit Union ..... 425
Dupaco Voices Building ..... 218, 341, 423, 460
DuRide ..... 153, 177
Dusty's Doghouse Lounge ..... 414
DuTrac Community Credit Union ..... 425, 426, 457, 458

## E

E911 Emergency Communications Center ..... 432, 460, 478
Eagle Country Market ..... 203
Eagle Point Energy - 1, LLC's ..... 124, 142
Eagle Point Park ..... 132, 150, 215, 255, 257, 355, 404, 426, 464, 478, 479
Eagle Point Water Treatment Plant ..... 334, 397, 432, 440, 442, 465, 481
Eagle Valley Park ..... 405, 432
Eagles Club ..... 99
Easements ..... 12, 47, 96, 202, 204, 228, 234, 253, 333, 344, 367, 392, 440
East 15th Street, 411 ..... 382, 383
East Central Intergovernmental Association's (ECIA) ..... 341
East Dubuque Drum Corp ..... 197
Eastern Iowa Asphalt Maintenance Inc. ..... 464
Eastern Iowa Excavating & Concrete, LLC ..... 2, 11, 343, 347, 376, 386, 393, 426
Eckstein, Toni ..... 330
Economic Mobility and Opportunity Special Assistant Program ..... 349
Edval Lane ..... 364, 399
Egelhof, Siegert & Casper Funeral Home & Crematory ..... 322
Ehrlich Concrete & Excavating ..... 464
Ehrlich Properties, LLC ..... 12, 33
Ehrlich, Sherry ..... 346
Eide Bailly LLP ..... 412
EJ's Wine Shop ..... 228, 322, 344
El Dorado II ..... 413, 485
El Paisano ..... 16
EL1 Dubuque ..... 486
Elevated Images' ..... 369
Elevated Landwrx ..... 393
Elite Organix ..... 93
Ellerbach, Scott, Junior Achievement of the Heartland ..... 95
Ellingson, Ross, Iowa Department of Natural Resources (IDNR) ..... 171
Ellis Appliance ..... 464
Elm Street, 1305 ..... 426, 458

Elm Street, 1550 ..... 325, 364, 365, 382, 383
Embassy West Drive ..... 430
Emergency Management Grant ..... 411
Emergency Operations Center and County Data Center ..... 168
Emergency Services Consulting International ..... 484
EMRI Apartment Development ..... 434
EMS Training School, LLC ..... 440
English Ridge Park ..... 355, 432
Environmental Certifying Officer ..... 200
Environmental Covenant ..... 398, 420
Environmental Management Services of Iowa, Inc. ..... 426, 440
Environmental Protection Agency (EPA) ..... 354
Envision 2030 ..... 130, 151, 355, 391, 422, 423, 460
Eocene Environmental Group, Inc. ..... 426
Equitable Community Grant ..... 85
Equitable Poverty Reduction & Prevention Plan ..... 130, 197
Equity and Human Rights Commission ..... *See* Human Rights Commission
Estates of Dubuque ..... 58, 60
Europa Haus Restaurant & Bierstube ..... 414
Everflow, LLC ..... 484
Evora Energy, LLC ..... 116, 464
Ewing Drive ..... 61
EXHIBITOR Magazine ..... 461
Extra Mile America ..... 406
EZ Stop Stores ..... 203, 252, 413

## F

Fair Housing ..... 33, 147
Family Dollar ..... 99
Fareway Stores ..... 203
Farm 6941 (Chavenelle Road) Lease ..... 85
Farm 6960 (Humke Road) Lease ..... 85
Farmers' Market ..... 172, 178, 322, 341, 355, 369, 386, 405
Fas Mart ..... 203, 413
Fast Freddy's ..... 414
Fat Tuesday's ..... 377, 485
FDR Farm Lease; North English Road Farm Lease ..... 85
Federal Aviation Administration (FAA) ..... 385, 402
  Certified airport ..... 466
Federal Communications Commission (FCC) ..... 29, 117, 341, 355
Federal Essential Air Service (EAS) program ..... 402
Federal Housing and Urban Development ..... 341
Federal Legislative Priorities ..... 2
Federal Transit Administration (FTA) ..... 86, 368
Federation of Labor ..... 405
Feeney, Jerry, Ancient Order of Hibernians Dubuque County Division #2 ..... 82
Fees ..... *See* Rates/Fees
FEH Associates, Inc. ..... 49, 91
FEH Realty, L.L.C. ..... 49, 91
Feldmann, Alan ..... 83
Ferry, John and Nancy ..... 215
Fidelity Bank & Trust ..... 425
Field of Dreams ..... 369, 432, 478, 500
Fiesta Cancun Authentic Mexican Restaurant ..... 377
Finn, Kim ..... 154
Fire Engines ..... 339
Fire Station Building Condition Assessment and Station Location Study ..... 460
Fireworks ..... 199, 223, 242, 243, 292

First (1st) & Main ..... 227
First Reserve ..... 177, 228, 344
Fischer Companies ..... 464
Fischer Lanes ..... 228
FitzGerald EnterpriZes, L.L.C. ..... 144, 170
Five Flags Civic Center ..... 14, 49, 99, 125, 132, 228, 244, 322, 340, 393, 406, 422, 432, 461, 480
Five Hundred Sixty-three (563) Design, PLLC ..... 426, 440, 464
Five-Year Street Construction Program for Fiscal Years 2026 – 2030 ..... 163
Fleming, Beth ..... 479
Fleming, Dawn, Tri-State Women Warriors ..... 174
Flock, automated license plate readersystem ..... 371
Floor Show Corporation ..... 393
Flora Park ..... 256, 404
Fly by Night ..... 218, 432
Fly DBQ ..... 368
Fondell, Tom ..... 132
Foodie Garage Eatery ..... 142
Forever 17 Foundation ..... 172
Forward Investments Group LLC ..... 43
Foth Infrastructure & Environment, LLC ..... 339, 388
Fountain of Youth ..... 122, 331, 332, 461
Four Hundred forty-four (440) W. 3rd St., LLC. ..... 215, 216
Four Mounds ..... 196, 199, 247, 248, 257, 331, 405
Fowler Public Sector Consulting LLC ..... 322, 426
Fox Hills Apartments ..... 405
Frampton, Travis, University of Dubuque President ..... 405
Franklin Apartments, LLC ..... 414, 415, 416, 428, 429
Franklin Investments, LLC ..... 414, 416, 428
Fransyl Equipment ..... 375
Frazer, Morgan ..... 8
Friends, Anne ..... 479
Froistad, Troy & Stacy Lynn ..... 45
Fuel Express Food Mart ..... 48, 203
Fuel Island Rehabilitation Project ..... 35, 57
Fuel Station ..... 116
Fuji Asian Buffet ..... 16
Fun Station Dubuque ..... 344
Fund Transfers ..... 186, 220

## G

Gabriel, Michael , Former Firefighter ..... 93
Gallagher, Suzanne, PVBM ..... 390
Gansen Excavating ..... 393
Gantz, Jim ..... 147
Gantz, Nicole ..... 215
Gary Dolphin's Iron Bar ..... 99, 143, 427
Gassman, Vicki, Mental Health America of Dubuque County ..... 165
Gate & Pump Station Flood Mitigation (16th St Detention Basin) ..... 18, 77
Gavilon Grain, LLC ..... 205
Gay Park ..... 257, 393, 403
Geisler Brothers Co. ..... 375, 393, 484
Get Control Academy Webinars ..... 464
Giese Sheet Metal Co. Inc. ..... 124, 244, 393
Giesler, Mary ..... 493
Giglio, Samantha ..... 249, 321
Gilloon, Art ..... 215
Gin Rickeys ..... 16
GIS Application ..... 9

Global Spectrum, L.P. 125, 244, *See* Oak View Group (OVG360)
Globalcom Technologies 226, 393
Gloss, Megan, Telegraph Herald (TH) Features Editor 390
Glover, Tyendra 424
Goal Setting 387, 389, 405
Goals and Priorities 81, 434
Gonner, Elizabeth 1, 9
Goodman, Austin 82
Goose & Giggles Play Café 99
Goose, The 242, 322
Gorrell, Paul 8
Graham Brothers 464
Grain Comm III 410
Grand Harbor Resort & Water Park 441, 489
Grand Opera House, The 228, 292, 386, 464
Grand River Center 18, 49, 135, 137, 198, 244, 358, 406, 422, 461
Grand Tap, The 377
Grandview Avenue 435
Grandview Painting 375
Grant Funding 291
Grass, Janet, Veterans of Foreign Wars Post #508 Service Officer 42
Grayfield Site 368
Graymont Western Lime 334
Great Vape LLC The 204, 228
Greater Dubuque Development Corporation (GDDC) 4, 29, 41, 134, 250, 292, 341, 368, 385, 406
Greater Dubuque Housing Trust Fund 343, 494
Greater Dubuque Impact Investment Fund 325, 364
Green Alley Project 2, 145, 213, 285, 411, 412
Green Bay Packers' 500
Green Iowa AmeriCorps 82, 412
Green State Credit Union 425
Green Valley Landscaping, LLC 393
Greenleaf Tobacco & Vape 34, 203, 228
Gronen Development, Inc. 87, 103, 189
Groom, Mariann 58, 60
Ground Fault Circuit Interrupter (GFCI) 403
Grover, Molly, Dubuque Area Chamber of Commerce President and CEO 249, 385
Growing Sustainable Communities Conference 130
GRTD Investments, LLC 426
GT Novelty Condos, LLC 31, 44, 490, 500
GT Novelty, LLC 31, 44, 500
Gudenkauf, Lloyd 8
Gumbel, Greg, Loras alum 8
Guru Kirpa 227, 394, 414

## H

Haasco Ltd 375
Habitat for Humanity 4, 292, 331, 332
Hagerty, Duane, Former Heritage Works President and CEO 8
Hammerheads Bar & Billiards 49, 204
Hanson, Dawn 174
Happy Joes Pizza 414
Happy's Place 441
Harrison Street 54
Hartig Drug Stores 204, 464
Hassong, Janie, iJAG Education Specialist 165
Hattery Real Estate Appraisals, LLC 484
Haverland, Madeline and Paul 83

Hawkeye Area Community Action Program (HACAP) ..... 199, 292, 331, 369, 376, 405
Hawks Goodmann & Associates ..... 85
HDR Engineering ..... 339, 388
Health Resources and Services Administration (HRSA) ..... 167
Healthy Homes Production Grant ..... 78, 333, 358, 393
Healthy Homes Program ..... 463, 484, 488
Healy, Daniel ..... 330, 342
Heartland Ballet ..... 173
Heck, Natalie, The Goose Co-Owner ..... 242
Heeb Street ..... 88, 89, 90, 127, 150, 177
Heeb Street, 2019 ..... 96
Heiar, David ..... 293, 390
Heim, Christian ..... 480
Heister, Angela, Waypoint ..... 406
Heitzman, Joan ..... 346
Hempstead High School ..... 121, 130, 172, 173, 389
Henick, Matthew Z. ..... 441
Henry Stout, LLLP ..... 225, 226
Heritage Works ..... 8, 151, 226
Hernandez, Carmen ..... 413, 440
HG APT LLC ..... 10
High Performance Properties LLC ..... 412
Hill, Johnny ..... 433, 461
Hillcrest Family Services ..... 393
Hills and Dales ..... 218, 440
Hirtz, Jenna, Dubuque Arboretum and Botanical Gardens Executive Director ..... 215
Historic Federal Building MEP Systems ..... 477
Historic Millwork District ..... 28
Historic Preservation Commission ..... 85, 426
  Membership ..... 54, 90, 211, 231, 253
  Minutes ..... 30, 83, 166, 198, 249, 330, 357, 391, 424
  Proclamations ..... 165
Historical Resource Development Program (HRDP) ..... 167
Hitzler Rental, LLC ..... 394, 418
Hitzler, Tim ..... 373
Hochrein, Robert ..... 42, 83
Hockenberry, Nicolas, GDDC Workforce Programming Director ..... 134, 321, 341
Hogue Bartels, Chrissy, Torfoot Entertainment Group ..... 369
Holiday Inn Dubuque Five Flags ..... 441
Holiday Train ..... 478
Holland, George ..... 8
Holy Ghost Church Festival ..... 386
Holy Spirit Parish ..... 405
Home Advocacy and Nursing Services ..... 358
Homeland Security Grant Program ..... 123
Homeowners Association (HOA) ..... 2, 58
Honor Flight ..... 197, 218
Hormel Foods Corporation ..... 408
Hotel Julien Dubuque ..... 369, 441
Houck Transit Advertising ..... 484
House File 856 ..... 386, 387
House of China Co ..... 228
Housing Choice Vouchers ..... 393, 426, 493
Housing Commission ..... 467
  Membership ..... 45, 167, 337, 346
  Minutes ..... 42, 121, 198, 330, 342
Housing Creation Incentives – Updated Matrix ..... 480
Housing Education and Rehabilitation Training (HEART) Program ..... 8, 196, 197, 199, 331, 460
Housing Incentives Matrix ..... 477

Housing Trust Fund Advisory Committee ..... 494
Minutes ..... 372
Hoyne Landscaping & Snow Plowing, Inc. ..... 484
Hub, The ..... 99
Huelsing, Jeremy, Oak View Group (OVG360) District Manager ..... 244
Huhot Mongolian Grill ..... 414
Human Rights Commission
Membership ..... 3, 18, 36, 54
Minutes ..... 1, 9, 95, 134, 198, 321, 357, 391, 406, 461, 480
Ordinance Amendment ..... 262
Subcommittee ..... 321, 406
Hurley, Bob, Iowa State Trooper ..... 355, 369
Hy-Vee Inc. Food Stores ..... 16, 44, 49, 84, 142, 204, 227, 344, 393, 486

## I

IBM ..... 292
Ichiban Habachi Steakhouse & Sushi Bar ..... 142
Imagine Dubuque ..... 340, 371
ImOn Arena ..... 6, 17, 36, 37, 93, 124, 132, 394, 414
ImOn Communications, LLC ..... 440
Information Technology and Communications Committee (ITC) ..... 196
Ingalsbe, Steve ..... 182
Inspection of Pools, Spas and Tattoo Parlor Facilities ..... 463
Intelligent Transportation System (ITS) ..... 96
Intent to Dispose ..... 51, 87, 204, 378, 486
Interest Earnings ..... 7
International City/County Management Association (ICMA) ..... 349
International Property Maintenance Code (IPMC) ..... 403
Interstate Power and Light Company ..... 47
Intriligator, William, Maestro ..... 8, 81
Investment and Cash Management Oversight Advisory Commission
Membership ..... 36, 54, 381, 399, 418, 428
Minutes ..... 372
Investment Oversight Advisory Commission ..... 7
Iowa Amphitheater ..... 2, 6, 40, 73
Iowa Association of Women Police ..... 29
Iowa Communications and Technology Commission (ICN) ..... 98
Iowa Department of Homeland Security ..... 411
Iowa Department of Natural Resources (IDNR) ..... 128, 188, 354, 420
Iowa Department of Transportation (IaDOT) ..... 12, 95, 96, 124, 126, 176, 185, 250, 375, 394, 462, 472, 479
Iowa Finance Authority (IFA) ..... 19, 83, 145, 343, 350, 351, 353, 358, 494
Iowa Jobs for America's Graduates (iJAG) Program ..... 165, 173, 500
Iowa Land Recycling Program Environmental Covenant ..... 420
Iowa League of Cities ..... 77, 116, 130, 173, 218, 339, 390, 405
Iowa Mayors Association ..... 390
Iowa Power, American professional indoor football team ..... 151
Iowa Public Agency Investment Trust ..... 425
Iowa Street Parking Garage ..... 143, 144, 169, 188, 229, 250, 251, 255, 338
Iowa Street Parking Ramp ..... 464
Iowa Street, 1236-1248 ..... 396, 419
Iowa Street, 1638 ..... 412
Iowa Street, 1658 ..... 412
Iowa Tourism Industry ..... 478
Ioway Tribe ..... 500
Irrevocable License ..... 356
Irwin, David, Mauldin and Jenkins auditing firm partner ..... 151
Iseler Demolition Inc. ..... 426
Isenhart, Chuck, former State Representative ..... 341

ITC Midwest, LLC ... 226
ITC Technology Committee and AI Forum ... 478

## J

J&J Pool, Spa, & Billiards ... 460
Jackson Street, 1065 ... 189, 392
Jackson Street, 1913 ... 361, 384
Jackson Street, 2167 ... 328
Jaeger Plumbing and Pump, Inc. ... 375
James Orr Coating Inspection, LLC ... 98
Jefferson Park ... 258, 343, 393, 403
Jeffris Family Foundation ... 151
Jenkins, Joseph ... 342, 357, 391
Jetter Guy LLC ... 464
Jim Giese Commercial Roofing ... 224, 343
JJR Investments, LLC ... 486
John Deere Road ... 123
John F. Kennedy Road and West 32nd Street Intersection Improvement Project ... 10
John F. Kennedy Road, 2180 ... 413
Johnson Consulting ... 94
Johnson, Randy ... 480
Jones Street, 210 ... 45
Jones, Caprice, Fountain of Youth Program ... 461
Jost, Bobbie ... 433
Jubeck New World Brewing LLC ... 178, 228, 322, 377
JULE, The ... 87, 126, 185, 423, 484
Julien Addition ... 228, 253
Julien Dubuque Drive ... 47, 259
Julien Dubuque International Film Festival (JDIFF) ... 151, 173
Jumpers Sports Bar & Grill ... 414

## K

Kalloway, Mik ... 391, 407
Keeley Restoration Services, LLC ... 338
Keierleber Grochala, Amy ... 95, 121
Keller North America, Inc ... 358
Kellhoff Addition ... 141
Kemp, Alan, Iowa League of Cities Director ... 390
Kemp, Jesse ... 129
Kerrigan Heights ... 47
Key City Creative Center ... 373, 386
Key City Tavern ... 48
Keymont Drive ... 2
King, Kelly ... 154
Kinsella Concrete Construction ... 375
Kinseth Hospitality Company, Inc. ... 129
Kircher, Tabitha ... 433
Klaas, Mary ... 132, 215
Klinkner, Brian ... 493
Klostermann, Clarissa ... 433
Klostermann, John ... 154
KMDE, LLC ... 124, 142
Knepper, Bob and Karen ... 55
Knickers Saloon ... 414
Knights of Columbus ... 130, 464
Konnexion, The ... 143, 203, 204
Kono, Susan ... 154

Kotz, Kevin, Dubuque County Fair Association ..... 249
Kramer Pest Control ..... 440
Kramer, Tom, Dubuque Trees Forever ..... 134
Kray, Elaine ..... 466
Krueger, Timothy ..... 198
Kunkel & Associates ..... 45
Kurczek, Jake ..... 293, 461
Kwik Star Stores ..... 204, 228, 344, 394
Kwik Stop Stores ..... 204, 344, 413, 414, 441
Kwik Trip, Inc. ..... 32

## L

L. May Eatery ..... 99
La Leona ..... 485
Labor Temple ..... 172
Lake Ridge Urban Revitalization Plan ..... 377
Lalo's 2 ..... 99
LAMAR Companies, The ..... 324, 338, 484
Lammer-Heindel, Haley ..... 293
Lange Sign Group ..... 484
Language Access Plan ..... 166
Las Margarita's ..... 99, 322
Lasso Court ..... 61
Lau, Justin, Buesing and Associates ..... 60
Laughing Crab ..... 441
Launspach, Steve ..... 430
LBC Framing and Electrical ..... 412
Lead Service Line Replacement ..... 100, 128, 170, 181, 214, 350, 364
League of Women Voters ..... 41, 422, 423
Leaking Lead Service Line Replacement Program ..... 2
Lease ..... 85, 142, 205, 234, 324, 338, 340, 348, 376, 410, 417, 426, 430, 434, 484
LeBlanc, Lynn ..... 132
Lechtenberg, Braden ..... 424
Lechtenberg, Mary, Tri-State Coalition Against Human Trafficking and Modern-Day Slavery ..... 1
LeConte, Luann ..... 215
Leibfried, Danielle ..... 433
Lemm, Kelly ..... 154
Lengeling, Kelly ..... 132
Leon, Gonzalo ..... 45
Leonard, Vicki, Lady Ancient Order of Hibernians Dubuque County Division #1 ..... 82
Leslein Trucking ..... 484
Less, Susan ..... 121
Letter of Support ..... 167, 343, 349, 368
Levasseur, Ali ..... 198
Lewis, Terry ..... 479
Leyendecker, Tyson ..... 413, 440, 441
Library Board of Trustees ..... 391
  Membership ..... 210, 231
  Minutes ..... 9, 83, 121, 134, 174, 249, 321, 357, 373, 461
Lift, The ..... 322
Lime Rock Springs Co ..... 11
Limestone Legacy LLC ..... 85
Lina's Lounge ..... 414
Lina's Thai Bistro ..... 99
Lincoln Elementary School ..... 8, 405
Lincoln Playground CDBG Project ..... 8
Linwood Cemetery ..... 348
Liphardt, John ..... 478

Liquor Tobacco & Grocery ..... 34, 204, 323
Lisk, Hunter ..... 412
Litigation, Per-and Polyfluoroalkyl Substances (PFAS) ..... 244
Loan Agreements ..... 5
Local Housing Trust Funds ..... 358
Local Leaders Day ..... 81, 116
Locust Street Ramp ..... 223
Locust Street, 1243 ..... 141, 176, 191, 349
Loeffelholz, Rick, Hempstead High School Men's Swimming Coach ..... 121
Long Range Planning Advisory Commission
  Membership ..... 36, 45, 54
  Minutes ..... 198, 357
Loras College ..... 142, 385, 405, 414, 432
Los Aztecas Mexican Restaurants ..... 177, 344
Lotus Engineering & Sustainability, LLC ..... 484
Loucks & Schwartz ..... 426
Lovely City, LLC ..... 393
Lubenow Express, LLC ..... 357
Ludlow, Lillian and Jacob ..... 391
Luher, Kathryn ..... 42, 43
Lunar Drive, 3536 ..... 55
Lyle Sumek Associates, Inc ..... 387, 389
Lynn, Thomas, Tomahawk Neighborhood Association ..... 165
Lyons, Dave, Greater Dubuque Development Corporation Strategic Initiatives Consultant ..... 368

## M

Maas, Carol ..... 102, 129, 182
Mackey, Patricia ..... 293
MacQueen ..... 375
Madison Park ..... 258, 393, 403, 410
Magoo's Pizza ..... 485, 486
Main Street America Conference ..... 130, 151
Main Street, 372 ..... 395, 419
Main Street, 500 ..... 356
Manders Quality Concrete ..... 393
Maquoketa Valley Electric Cooperative ..... 168
Marco's Italian American Food ..... 142
Marinko, Edward ..... 321
Mario's Italian Restaurant and Lounge ..... 16
Marshall Park ..... 215, 255, 258
Marshall, Jamie, Wahlert Catholic High School Assistant Principal and Football Coach ..... 1
Marshallese Independence Day ..... 218
Marshallese Youths for Climate Change ..... 330
Marting, Lance, Dubuque Golf & Country Club General Manager and CEO ..... 223
Mason Dixon Saloon ..... 177
Mason, Perry, Radio Dubuque ..... 199
Masterpiece Properties, LLC ..... 488
Matel, Mark ..... 154
Mathias Ham House ..... 292, 368
Mayor and City Council Compensation Task Force ..... 198, 218, 247
McAleece Park and Recreation Complex ..... 99, 256
McAreavy, Steve & Robyn ..... 45
MCC Communications and PLC Upgrades Project ..... 379, 402, 431
MCC Iowa LLC (Mediacom) ..... 98
McCaw, Sara, Dubuque Area Congregations United ..... 357
McClain, Francis T. ..... 96
McCoy Group, Inc ..... 407
McDermott Excavating ..... 226, 432

McDonald, Jean ..... 132
McDonald, Rob ..... 132, 402
McDonald's Supply and GoodLife Integrative Veterinary Care ..... 369
McGorry, Beth, St. Mark Youth Enrichment ..... 82, 174
McGovern, Jared ..... 81, 166
McGuire, Emily and Scott ..... 333, 344, 367
McKenna, Colleen, Dubuque Nature Everywhere ..... 320, 457
McKnight, Latisha ..... 117
McLeod USA Telecommunications Services LLC ..... *See* Uniti
MDE, LLC ..... 2
Meadow Lane, 65 ..... 223
Meier, Rachel, Lotus Engineering Senior Associate ..... 42
Memorandum of Agreement ..... 251
Memorandum of Understanding (MOU) ..... 47, 375
Merfeld, Julie ..... 129, 182
Merfeld, Luke ..... 102
Merry Millwork Market ..... 500
Meyer, William ..... 132, 215
MGT Impact Solutions, LLC ..... 426
Midwest Injection, Inc ..... 393, 440
Midwest Marketplace Conference ..... 130
Midwest Vapors ..... 204
MidWestOne Bank ..... 425, 464
Mihalakis, Michelle ..... 327
Miller Companies, LLC ..... 14, 464
Miller, Chris ..... 154
Miller, Dan ..... 328
Miller, Ken, Linwood Cemetery Board President Linwood Cemetery Board President ..... 348
Miller-Riverview Park ..... 256, 258
Millwork Flats, L.L.C. ..... 44, 189, 392
Millwork Night Market ..... 178, 377, 386
Mines of Spain ..... 8, 355
Miracle League of Dubuque ..... 330, 341
Mississippi River Cities and Towns Initiative Midwest Climate Summit ..... 173
Mississippi River Cruises ..... 355
Mississippi Valley Youth Tennis Tournament ..... 330
Molo Oil Company ..... 392
Molo Plumbing & Heating ..... 375
Monks Kaffee Pub ..... 142, 177
Moody's ..... 213
Moondog Music ..... 143, 228
Moracco, The ..... 486
Morrison, Tracy, Catholic Charities Executive Director ..... 134
Moss, Ernestine, Nathaniel Morgan Memorial Committee ..... 357
Mound City Bank ..... 488
Mozena, Jacob ..... 154
Mr. Rooter Plumbing ..... 393
MRI Software LLC ..... 426
Mueller, Tanner ..... 165
Mundt, Dr. Robin, Veterinarian ..... 36
Municipal Securities Disclosure ..... 84
Municipal Services Center ..... 404
Murphy Park ..... 215, 255, 258, 259, 393, 404
Murphy, Shayla ..... 165
Musco Sports Lighting, LLC ..... 464

## N

Nadermann, Tony, Project Developer ..... 183

Naming Request ..... 151, 168, 349
Nathaniel Morgan Memorial Event ..... 369
National Alliance on Mental Illness (NAMI) ..... 172, 500
National Association for the Advancement of Colored People (NAACP) ..... 197, 423, 432, 478
National Guard ..... 130, 218
National Incident Management Training ..... 29
National League of Cities (NLC) ..... 81, 117, 151, 196, 218, 330, 355, 423, 478
National Mississippi River Museum & Aquarium ..... 330, 344, 436, 437
National Night Out ..... 341, 355
National Park Service Outdoor Recreation Legacy (ORLP) ..... 385
Natural Resources Conservation Service ..... 492
Neighborhood Association ..... 8, 93, 130, 166, 172, 218, 247, 292, 369, 432, 460, 500
Neighborhood Evolution ..... 480
Neises, Jason ..... 433
Nelms Byrne, Cynthia Louise ..... 8
Nemmers, Natalie ..... 154
New Horizon Academy ..... 341
New Silver Lending LLC ..... 101, 128
Newt Marine Service ..... 334, 361, 481
Next Phase Bar ..... 441
Neztrop, LLC; Overhead Door Company ..... 393
Nichols, Halle, Stonehill Communities ..... 219
Nielsen, Blaine ..... 154
Nielsen, Jennifer ..... 154
Noonan's Tap, LLC ..... 99
North Cascade Road ..... 399
North English Estates ..... 14
North English Road ..... 230, 334, 346, 361, 364, 380, 399, 403, 404
North Grandview Avenue, 419 ..... 199
North Grandview Estates ..... 32
Northeast Iowa Community College (NICC) ..... 405, 464
Northside Bar, Inc ..... 49
Northside Liquor ..... 34
Novelty Iron Landlord, LLC ..... 31, 44
Nunc Pro Tunc ..... 176
Nutcracker, The ..... 500

## O

Oak View Group (OVG360) ..... 18, 125, 198, 244, 340, 406, 432, 464
Oakland Ridge Estates ..... 374
Oberbroeckling, Ned ..... 395, 419
Oberfoell, Carol ..... 321, 330
Offtaker Consent and Estoppel Certificate ..... 124, 142
Oglesby, Diane, Michael W. Oglesby Foundation ..... 423
Ohle, Tom, RDG Planning & Design ..... 94
Oktoberfest ..... 386
Old Chicago Pizza and Taproom ..... 142
Old Mill Road Lift Station ..... 18, 125, 149, 205, 217, 237, 238, 240, 320, 339, 340, 354, 376, 388, 412
Older Adult Home Modification Grant ..... 78
Olive Garden Italian Restaurant ..... 142
One Thousand Two-hundred Forty-eight (1248) Iowa St, LLC ..... 396, 419
One-Thousand Three-Hundred One (1301) Central, LLC ..... 178, 179, 189, 191, 211
Onken, Marc ..... 154
Oolong Asia Cuisine ..... 228
Open Meetings and Open Records Training ..... 481
Opening Doors ..... 460
OPW Fuel Management Systems, Inc. ..... 464
Ordinances

No. 01-25 Amending City of Dubuque Code of Ordinances Title 2 Boards and Commissions, Chapter 3 Investment Oversight Advisory Commission ..... 7
No. 02-25 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by Reclassifying Hereinafter Described Property Located at Harrison Street (PIN 1025478010) from CS Commercial Service and Wholesale District to C-3 General Commercial District ..... 54
No. 03-25 Amending Title 16 of the Unified Development Code of the City Code of Ordinances by reclassifying hereinafter described property from C-3 General Commercial to PUD Planned Unit Development District with PR Planned Residential Designation and adopting a Conceptual Devel. Plan ... 55
No. 04-25 Amending Title 16 of the Unified Development Code of the City Code of Ordinances by Rescinding Ordinance 28-21 and Adopting A PUD Planned Unit Development with A PR Planned Residential District Designation and Conceptual Development Plan for Estates of Dubuque Development ..... 58
No. 05-25 Amending City of Dubuque Code of Ordinances: • Title 2 Boards and Commissions, Chapter 4 Civic Center Advisory Commission, Section 2-4-2 Purpose • Title 9, Motor Vehicles and Traffic, Chapter 7 Operation, Division 3 Operation of Motorcycles and Motorized Bicycles, Section 9-7-321.275a Use of Bicycles, Motorcycles in Parks • Title 10 Public Ways and Property, Chapter 5 Parks and Recreation, Article B Use Regulations, Section 10-5b-1 Definitions • Title 10 Public Ways and Property, Chapter 5 Parks And Recreation, Article B Use Regulations, Section 10-5b-3 Horsedrawn Vehicles, Riding of Animals Restricted • Title 10 Public Ways and Property, Chapter 5 Parks and Recreation, Article B Use Regulations, Section 10-5b-16 Meetings and Gatherings • Title 10 Public Ways and Property, Chapter 5 Parks and Recreation, Article B Use Regulations, Section 10-5b-22 Open Season and Hours Generally ..... 79
No. 06-25 Amending City of Dubuque Code of Ordinances: • Title 1 Administration, Chapter 7 City Officers and Employees, Section 1-7-1 Bonds of Officers and Employees • Title 2 Boards and Commissions, Chapter 3 Investment Oversight Advisory Commission, Section 2-3-13 Powers • Title 2 Boards and Commissions, Chapter 3 Investment Oversight Advisory Commission, Section 2-3- 14 Reports Provided • Title 12 Airport, Chapter 4 Airport Commission, Section 12- 4-13 Powers • Title 13 Public Utilities, Chapter 4 Stormwater Management, Section 13-4-13 Expenses of Collection of Charges ..... 79
No. 07-25 First Reading Failed ..... 103
No. 08-25 Correcting and Amending Ordinance No. 5-24, Previously Amended, Providing that General Property Taxes Levied and collected each year on all property located within the Amended and Restated Dubuque Industrial Center Economic Development District Urban Renewal Area of the City of Dubuque, County of Dubuque, State of Iowa, by and for the benefit of the State of Iowa, City of Dubuque, County of Dubuque, Dubuque Community School District, and other taxing districts, be paid to a Special Fund for payment of principal and interest on loans, monies advanced to and Indebtedness, Including Bonds Issued or to be issued, incurred by Said City in connection with the Amended and Restated Dubuque Industrial Center Economic Development District Urban Renewal Redevelopment Project by adding Subarea T to the Division of Revenues ..... 105
No. 09-25 Amending Title 16 Of the Unified Development Code of the City of Dubuque Code of Ordinances by Rescinding Ordinance 23-93 and Adopting A PUD Planned Unit Development with A PR Planned Residential District Designation and Conceptual Development Plan ..... 147
No. 10-25 Establishing City of Dubuque Code of Ordinances Title 13 Public Utilities, Chapter 1 Water Use and Service, Article C Rates, Section 13-1C-1(A) Fixing Water Rates for Residential, Commercial, Industrial, and All Other Uses ..... 155
No. 11-25 City of Dubuque Code of Ordinances Title 13 Public Utilities, Chapter 2 Sewers and Sewage Disposal, Article C Rates, Section 13-2C-3 Rates Established for Fiscal Year 2026 ..... 155
No. 12-25 City of Dubuque Code of Ordinances Title 13 Public Utilities, Chapter 2 Sewers and Sewage Disposal, Article C Rates, Section 13-2C-3 Rates Established for Fiscal Year 2026 ..... 156
No. 13-25 Amending City Code of Ordinances Title 13 Public Utilities, Chapter 6 Solid Waste ..... 157
No. 14-25 Amending City Code of Ordinances Section 13-4-5 (D) SFU Rate, Charges; Utility Revenues ..... 163
No. 15-25 Amending City of Dubuque Code of Ordinances Title 7 Police, Fire, and Public Safety, Chapter 6 Animal Control and Adopting a New Article G Prohibiting the Feeding of and Harassment of Bears Within the Corporate City ..... 171
No. 16-25 Amending Title 16 of the City Code of Ordinances, Unified Development Code, by Reclassifying Hereinafter Described Property Located at 101 Airborne Road from AG Agriculture District to HIC Heavy Industrial with Conditions District [Option 2 - Reduced Zoning Area] ..... 182
No. 17-25 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by Reclassifying Hereinafter Described Property Located at 405 Cedar Cross Road and 595 Cedar Cross Road From R-1 Single- Family ..... 183
No. 18-25 Amending Title 16 of the Unified Development Code of the City of Dubuque Code of Ordinances by Reclassifying Hereinafter Described Property from PUD Planned Unit Development District with PI

Planned Industrial Designation to PUD Planned Unit Development District with PR Planned Residential Designation and Adopting a Conceptual Development Plan ..... 183
No. 19-25 Repealing Title 4 Business and License Regulations, Chapter 5 Solicitor's License and Replacing it with New Chapter 5 Containing Articles A and B For Solicitors and Transient Merchants ..... 192
No. 20-25 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by Reclassifying Hereinafter Described Property Located at 1395 Washington Street (Pin 1024430010) From C-4 Downtown Commercial District To C-1 Neighborhood Commercial District ..... 232
No. 21-25 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, By Reclassifying Hereinafter Described Property Located at the West Terminus of June Drive from AG Agriculture District to R-1 Single-Family Residential District ..... 232
No. 22-25 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by Amending Sections 16-2-3 Definitions, 16-5-10 C-1 Neighborhood Commercial, 16-5-11 C-2 Neighborhood Shopping Center, 16-5-14 C-4 Downtown Commercial, and 16-5-17 Cr Commercial Recreation by adding the Restaurant, Carryout Definition and making it a Principal Permitted use in C- 2, C-4, and CR Districts and a Conditional Use in the C-1 District ..... 233
No. 23-25 Amending City of Dubuque Code of Ordinances Title 7 Police, Fire, and Public Safety, Chapter 5 Offenses, Article A Section 10 Projectiles, Slingshots, Knuckles of Metal or Other Material, Other Weapons, and Fireworks ..... 242
No. 24-25 Establishing The City of Dubuque Code of Ordinances Title 13 Public Utilities Chapter 1 Water Use and Service, Article C Rates Section 13-1C-2 Fixing Water Rates for Fire Sprinkler Service ..... 245
No. 25-25 Establishing City of Dubuque Code of Ordinances Title 13 Public Utilities, Chapter 1 Water Use and Service, Article C Rates, Section 13-1C-1(A) Fixing Water Rates for Residential, Commercial, Industrial, and All Other Uses ..... 245
No. 26-25 Amending City of Dubuque Code of Ordinances Title 2 Boards and Commissions, Chapter 2 Civil Service Commission, Sections 2-2-5 Membership And 2-2-7 Terms for the Expansion of the Commission Pursuant to State Law ..... 246
No. 27-25 Amending City of Dubuque Code of Ordinances Title 1 Administration, Chapter 6 Mayor and City Council, Section 2 Compensation ..... 247
No. 28-25 Amending City Code of Ordinances Title 10 Public Ways and Property, Chapter 5 Parks and Recreation, Article B. Use Regulations, Section 13 Climbing on Fences, Roofs, Section 22 Open Season and Hours Generally, and Article C Section 1 Specific Park Areas, Open Spaces, and Trails Described..... 255
No. 29-25 Amending City Code of Ordinances Title 8 Equity and Human Rights by Repealing Title 8 Equity and Human Rights and Adopting in Lieu Thereof a New Title 8 Human Rights ..... 259
No. 29-25 Rescinded ..... 293
No. 30-25 Amending City of Dubuque Code of Ordinances Title 8 Equity and Human Rights by Repealing Title 8 Equity and Human Rights and Adopting in Lieu Thereof a New Title 8 Human Rights ..... 294
No. 31-25 Amending Title 16 of The City of Dubuque Code of Ordinances, Unified Development Code, by Reclassifying Hereinafter Described Property Located at 2167 Jackson Street from R-2A Alternate Two-Family Residential District to C-4 Downtown Commercial District ..... 328
No. 32-25 Amending Title 16 of The City of Dubuque Code of Ordinances, Unified Development Code, by Reclassifying Hereinafter Described Property From R-2 Two-Family Residential to OR Office Residential Zoning District ..... 328
No. 33-25 Amending Title 16 of The City of Dubuque Code of Ordinances, Unified Development Code, by Reclassifying Hereinafter Described Property Located At 4178 Peru Road from AG Agriculture District To R-1 Single-Family Residential District..... 328
No. 34-25 Amending Title 16 of The City of Dubuque Code of Ordinances, Unified Development Code, by Amending Section 16-15-11.10 C-5 Central Business Zoning District Sign Regulations..... 329
No. 35-25 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by reclassifying hereinafter described property located at 3185 West 32nd Street (PIN 1016227007) From R-1 Single-Family Residential District to OR Office Residential District with Conditions as established in the attached Memorandum of Agreement..... 382
No. 36-25 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by reclassifying hereinafter described property located at The Northwest Corner of the Intersection of Keystone Drive and Key Way Drive (PIN 1016227007) from R-2 Two-Family Residential District to R-3 Moderate Density Multi-Family Residential District ..... 382
No. 37-25 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by reclassifying hereinafter described property located at 1550 Elm Street (PIN 1024283003) and 411 East 15th Street (PIN 1024283004) from HI Heavy Industrial District to C-4 Downtown Commercial District . 383

No. 38-25 Amending City of Dubuque Code of Ordinances Title 14 Building and Development, Chapter 1 Building Codes, Article J Property Maintenance Code, Section 14-1J-2 International Property Maintenance Code Amendments ..... 403
No. 39-25 Amending Title 16 of The Unified Development Code of the City of Dubuque Code of Ordinances by Rescinding Ordinance No. 18-24 which established regulations for a PUD Planned Unit Development with a PR Planned Residential District Designation and adopting an Amended PUD Ordinance with a Revised Conceptual Development Plan and Lot and Bulk Regulations in the PUD Planned Unit Development with PR Planned Residential District Designation ..... 443
No. 40-25 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by Providing for the Approval of an Amended Campus Development Plan for the University of Dubuque ID Institutional District to allow construction of an Academic and Administrative Building ..... 445
No. 41-25 Amending Title 16, Unified Development Code of the City of Dubuque Code of Ordinances, by Rescinding Ordinance No. 43-23 Which Established Regulations for a PUD Planned Unit Development District with a PI Planned Industrial Designation and Adopting an Amended PUD Ordinance to allow Directional Signs to be 24 square feet in area in all zones of the Dubuque Industrial Center West Planned Unit Development District ..... 447
No. 42-25 Amending Title 16 of the City Code of Ordinances, Unified Development Code, by amending Article 10-8-A-4 Pertaining to Alteration of the Washington Street Neighborhood Conservation District to Remove the Block Bounded by Washington Street, E. 14th Street, Elm Street and E. 13th Street ..... 458
No. 43-25 Amending City of Dubuque Code of Ordinances Title 7 Police, Fire, and Public Safety, Chapter 7 Bicycles, Section 6 Equipment ..... 459
No. 44-25 Amending City of Dubuque Code of Ordinances Title 2 Boards and Commissions, Chapter 5 Housing Agency and Community Development Commissions by Repealing Ordinance 33-24 ..... 467
No. 45-25 Amending City of Dubuque Code of Ordinances Title 2 Boards and Commissions, Chapter 8 Arts and Cultural Affairs Advisory Commission, Section 5 Membership ..... 467
No. 46-25 Correcting And Amending Ordinance No. 8-25, Previously Amended, Providing that General Property Taxes Levied and Collected Each Year on all Property Located within the Amended and Restated Dubuque Industrial Center Economic Development District Urban Renewal Area of the City of Dubuque, County of Dubuque, State of Iowa, by and for the Benefit of the State of Iowa, City of Dubuque, County of Dubuque, Dubuque Community School District, and other Taxing Districts, be paid to a Special Fund for Payment of Principal and Interest on Loans, Monies Advanced to and Indebtedness, Including Bonds Issued or to be Issued, Incurred by said City in Connection with the Amended and Restated Dubuque Industrial Center Economic Development District Urban Renewal Redevelopment Project by Adding Subarea T to the Division of Revenues ..... 468
No. 47-25 Amending Title 16 of the City Code of Ordinances, Unified Development Code, by reclassifying hereinafter described property located at 514 East 22nd Street and 518 East 22nd Street from R-2A Alternate Two-Family Residential District to R-3 Moderate Density Multi-Family Residential District ..... 492
No. 48-25 Amending Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code, by reclassifying hereinafter described property located at 2900 Block of Davenport Street from AGc Agriculture with Conditions (PIN1014281004) and R-1 Single Family Residential (PIN 1014278025) to AG Agriculture District ..... 492
No. 49-25 Amending City of Dubuque Code of Ordinances Title 2 Boards and Commissions, Chapter 5 Housing Agency and Community Development Commissions, Article D Trust Fund Advisory Committee by repealing the entirety of Article D ..... 494
No. 50-25 Amending City of Dubuque Code of Ordinances Title 10 Public Ways and Property, Chapter 4 Parades, Assemblies and Special Events ..... 495
Origin Design Co. ..... 100, 177, 230, 335, 464
Osterhaus, Matt ..... 402
Ostrom Painting & Sandblasting, Inc. ..... 48, 223, 224
Outfly Development, LLC ..... 378, 379, 400, 440
Overhead Door Company of Dubuque ..... 464

## P

Paider Licht, Paula ..... 433
Park and Recreation Advisory Commission
Membership ..... 211, 231
Minutes ..... 30, 83, 121, 166, 198, 249, 321, 357, 391, 424, 480
Park and Recreation Comprehensive Master Plan ..... 460, 479, 500

Park Hours ..... 255
Parker's Pit Stop ..... 228
Paro Food Mart ..... 142, 204
Partners for Places Grant ..... 85
Patent ..... 11, 375
Patzner, Troy, City Assessor ..... 322
Paul's Tavern ..... 228
Paulson Electric ..... 393
Pavement Marking Project ..... 48, 179, 212, 224
Payne, Clarke and Sharon ..... 129
Peerless Well and Pump, Inc ..... 33
Pellegrini, Marissa, Kimley-Horn ..... 479
Pennsylvania Avenue, 3125 ..... 147, 148
Pepper Sprout ..... 441
Perry, Indigo ..... 198, 293
Persistent Poverty ..... 484
Peru Road, 4178 ..... 328
Pet Licensing ..... 217
Pet Park ..... 256
Peterson, Nathan and Shauna ..... 135, 166
Pete's Thai Kitchen ..... 344
Petition to Vacate ..... 228, 253
Phelps, Matthew, Cleveland Park Neighborhood ..... 165
Phoenix Theatres ..... 99
Pier Pressure Marine IA, Inc. ..... 417, 430, 431
Pigott, Inc. ..... 426
Pink Clouds Smoke Shop ..... 34, 100, 143, 203, 204, 228
Pirc-Tobin Construction, Inc. ..... 123, 150, 177
Pitcher, Duane ..... 424
Pizza Ranch Place ..... 434
Plastic Center, Inc. ..... 209, 235
Platinum Holdings, LLC ..... 489
Pline, Al ..... 132
Police Auxiliary ..... 333
Police Critical Incident Team ..... 405
Police Space and Feasibility Study ..... 404
Poly Vinyl Roofing, Inc. ..... 482
Port of Dubuque Marina ..... 99
Port of Dubuque Riverwalk Trail ..... 256
Portzen Construction, Inc. ..... 2, 77, 85, 467
Posh Lounge ..... 142
Power Outage Preparedness Flyer ..... 480
Powers, John ..... 8
Precision Policing Center (PPC) ..... 247, 370, 386
Premier Bank ..... 415, 425, 429, 464
Presbyterian Hunger Outreach ..... 292
Prescott Elementary School ..... 436, 438, 500
Presentation Lantern Center ..... 117, 331, 332
Preston, Brain, Dubuque County Conservation ..... 171
Pride Festival ..... 247
Prochaska, Jim ..... 385
Proclamations
AmeriCorps Week (March 9 - 15, 2025) ..... 82
Animal Control Appreciation Week (April 13-19, 2025) ..... 121
Apples for Students (May - July 2025) ..... 174
Arbor Day (April 25, 2025) ..... 134
Building Safety Month (May 2025) ..... 165
Community Development Week (April 21-25, 2025) ..... 134
Community of Colleges Week (July 28 through August 1, 2025) ..... 321

Crop Hunger Walk Day in Dubuque (September 27, 2025) 357
Days of Peace and Nonviolence (September 6 - 28, 2025) 357
Domestic Violence Awareness Month (October 2025) 406
Dubuque County Fair Week (July 22 - 27, 2025) 249
Dubuque Main Street's 40th Anniversary (2025) 42
Dubuque Military Chaplains Day (February 3, 2025) 42
Dubuque's Read Across America Week (March 2 - 8, 2025) 82
Eradication of Generational Poverty Month (December 2025) 461
Extra Mile Day (November 1, 2025) 406
Free Community Thanksgiving Dinner Day (November 27, 2025) 433
Hempstead High School 2025 State Men's Swimming Team Championship 121
Honeybee Day (March 26, 2025) 82
Hospice and Palliative Care Month (November 2025) 423
Human Rights Day (December 10, 2025) 461
Human Trafficking and Modern-Day Slavery Prevention Month (January 2025) 1
Indigenous Peoples' Day (October 13, 2025) 390
Irish American Heritage Month (March 2025) 82
Juneteenth National Independence Day (June 19, 2025 198
Junior Achievement Day (April 3, 2025) 95
Kids to Parks Day (May 17, 2025) 166
LGBTQIA+ Pride Month (June 2025) 198
Mental Health Month (May 2025) 165
Nathaniel and Charlotte Morgan Peace Week (September 1 - 6, 2025) 357
National Nurses Week (May 6-12, 2025) 166
National Public Health Week (April 7-12, 2025) 121
National Public Safety Telecommunicators Week (April 13-19, 2025) 121
National See Tracks? Think Train Week (September 15 - 21, 2025) 372
Neighborhood Associations Recognition 165
Pancreatic Cancer Awareness Day (November 20, 2025) 423
Preservation Month (May 2025) 165
Public Service Recognition Week (May 4-10, 2025) 166
Public Works Week (May 18-24, 2025) 166
Stonehill Communities Longest Day (June 20, 2025) 219
Trick or Treat Night (October 31, 2025) 390
Veterans Appreciation Month (December 2025) 479
Wahlert Catholic High School 2024 Iowa Class 3A Football Champions 1
Women Veterans Recognition Day (June 12, 2025) 174
Progressive Processing, LLC 408
Project Based Voucher Program 393
Project Rooted 344
Property Tax Appeal 44, 84
Property Tax Rate 81, 117
Public Housing Authority (PHA) 53, 126, 169, 253
Public Improvements 11
Public, Educational, and Government (PEG) 98
Purchase Agreement 4, 414, 484
Purchase of Services 131, 331
Pusateri, Joel 493
Pyatigorsk park 258
Pyrotechnics Permit 177

## Q

Q Casino 143, 177, 204, 322, 387, 388, 389
QHQ Properties 167
Quebec 81, 117
Quit Claim Deed 11, 487

## R

R&W Restoration LLC ..... 426
Racom ..... 2, 440
Radford Road ..... 45, 434
Rahe, Keith, Travel Dubuque President and CEO ..... 30
Railroad ..... 107, 124, 132, 250, 256, 340, 372, 448, 449, 451, 452, 470
RAISE Infrastructure Planning Grant ..... 123
Rakestraw, Brian, Dubuque Racing Association (DRA) Interim President & CEO and CFO ..... 94
Rates/Fees
  Analysis of Water Samples ..... 201
  Animal Control 911 Radio Access ..... 440
  Disposal of Private Hauled Waste ..... 201
  Electric Vehicle Charging ..... 13
  Fire Cost Recovery ..... 466
  License ..... 163, 193, 195
  Permits ..... 459, 495
  Planning Services Department ..... 164
  Refuse ..... 161
  Sanitary Sewer Utility ..... 156
  Sewers and Sewage Disposal ..... 155
  Solid Waste Utility ..... 156
  Stormwater Facilities ..... 167
  Stormwater Management Utility ..... 163
  Water Service Utility ..... 155, 244, 245
Rath, Heather ..... 154
RDG Planning & Design ..... 94
Red Robin America's Gourmet Burgers & Spirits ..... 377
Regional Emergency Medical Training Center ..... 81
Reich, Daniel ..... 373
Reinert, Mike ..... 102, 182
Reiss, Elaine ..... 228, 229, 253, 254
Request to Rezone
  Airborne Road, 101 ..... 181, 182
  Cedar Cross Road, 405 and 575 ..... 102, 129, 182
  Davenport Street, 2900 Block ..... 492
  East 15th Street, 411 ..... 382
  East 22nd Street, 514 and 518 ..... 491
  Elm Street, 1550 ..... 382
  Jackson Street, 2167 ..... 327
  Peru Road, 4178 ..... 328
  Property at Bluff Street ..... 328
  Property at June Drive ..... 232
  Property at the Northwest Corner of Key Way Drive and Keystone Drive ..... 382
  Property on Cedar Cross Road ..... 55
  Property on Harrison Street ..... 54
  Property on West 32nd Street ..... 346, 381
  Radford Road ..... 183
  Washington Street, 1395 ..... 232
Rescue Vehicle Grant ..... 123
Resilient Community Advisory Commission ..... 391
  Membership ..... 211, 231, 465, 491
  Minutes ..... 9, 42, 121, 174, 249, 342, 373
Resilient Mind Psychology, LLC ..... 412
Resolutions
  No. 001-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures ..... 1
  No. 002-25 Accepting The Dedication of Property, Being Outlot E of The Farm in the City of Dubuque, Iowa, From Switch Homes Of Dubuque, LLC, for Future Road Right of Way Purposes ..... 2

No. 003-25 Accepting the Keymont Drive Pavement Rehabilitation Project and Authorizing Final Payment to the Contractor ..... 2
No. 004-25 Setting Date of Public Hearing on the Central Avenue and White Street Corridor Traffic Study Summary Report ..... 3
No. 005-25 Approving A Development Agreement by and between the City of Dubuque, Iowa and Dubuque and Jackson County Habitat for Humanity, Including the Proposed Issuance of Urban Renewal Tax Increment Revenue Grant ..... 4
No. 006-25 Approving the Disposal of an interest in City of Dubuque Real Estate by sale to Theisen's Warehouse, LLC Pursuant to a Purchase Agreement by and between the City Of Dubuque and Theisen's Warehouse, LLC ..... 4
No. 007-25 Taking additional action on proposals to enter into Loan Agreements and combining Loan Agreements ..... 5
No. 008-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures ..... 10
No. 009-25 Approving the First Amendment to Development Agreement by and between the City of Dubuque, Iowa and HG Apt LLC ..... 10
No. 010-25 Accepting the John F. Kennedy Road and West 32nd Street Intersection Improvement Project and Authorizing Final Payment to The Contractor ..... 10
No. 011-25 Accepting a Quit Claim Deed from Switch Homes, LLC, for certain highway access rights across part of the Farm Subdivision, In the City of Dubuque, Iowa ..... 11
No. 012-25 Accepting Public Improvements in Phase 1 of Farm Subdivision, in the City of Dubuque, IA ..... 11
No. 013-25 Accepting a Grant of Permanent Easement for Storm Water Detention Basin and Berm, over and across part of Lot 2-10 of North Grandview Estates No. 2, in the City of Dubuque, Iowa ..... 12
No. 014-25 Authorizing the City to Collect Delinquent Grass, Weed Cutting, and Garbage Collection charges in accordance with Title 6-4-3A and Title 6-8-2 of the Code of Ordinances of the City of Dubuque, IA ..... 12
No. 015-25 Establishing Rates and Charges for Electric Vehicle Charging ..... 13
No. 016-25 Retroactively Authorizing the Filing of an Application for Designation as a Tree City USA with the Arbor Day Foundation ..... 14
No. 017-25 Approving the Final Plat of North English Estates, Dubuque County, Iowa ..... 14
No. 018-25 Approving the Final Plat of Sandman Homestead, Dubuque County, Iowa ..... 14
No. 019-25 Approving the Acquisition Plats of Lot A of Lot 1-2 McFadden Farm Place No. 4, Lot 1A of McFadden Farm Place No. 5, and Lot 2A of Dubuque Industrial Center West 9th Addition, all in the City of Dubuque, Dubuque County, Iowa ..... 15
No. 020-25 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits ..... 16
No. 021-25 ImOn Ice Arena Dehumidification System Upgrade 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 ..... 17
No. 022-25 Approval of The Central Avenue and White Street Corridor Traffic Study Summary Report ..... 18
No. 023-25 Approval of Plans, Specifications, Form of Contract, And Estimated Cost for the Dubuque Gate & Pump Station Flood Mitigation ..... 18
No. 024-25 Series Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance of $26,221,000 Sewer Revenue Bonds, Series 2025 and other documents related to the Series 2025 Bonds, and amending certain provisions ..... 18
No. 025-25 Setting the date for the sale of General Obligation Corporate Purpose Bonds, Series 2025A and authorizing the use of a Preliminary Official Statement in connection therewith ..... 23
No. 026-25 Setting the date for the sale of Taxable General Obligation Corporate Purpose Bonds, Series 2025B and authorizing the use of a Preliminary Official Statement in connection therewith ..... 23
No. 027-25 Setting the date for the sale of Taxable General Obligation Urban Renewal Bonds, Series 2025C and authorizing the use of a Preliminary Official Statement in connection therewith ..... 23
No. 028-25 Authorizing the City Manager to Negotiate and Execute a Contract with Confluence for Historic Millwork District Outdoor Community Space Engagement, Design, and Construction Management ..... 28
No. 029-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures ..... 30
No. 030-25 Approving the First Amendment to Development Agreement by and between the City Of Dubuque, Iowa and SJR Properties, L.L.C., and Universal Tank & Fabrication, Inc ..... 31
No. 031-25 Approving an Assignment of Development Agreement by Novelty Iron Landlord, LLC To GT Novelty, LLC And GT Novelty Condo, LLC ..... 31

No. 032-25 Accepting Public Off-Site Roadway And Utility Improvements At The Intersection Of Seippel Road And Airborne Road Adjacent To Lot 1 Of Airborne Place, In The City Of Dubuque, Iowa ..... 32
No. 033-25 Accepting Public Improvements in North Grandview Estates No. 2, In the City of DBQ, Iowa ..... 32
No. 034-25 Rejection of competitive bid proposal for the Bunker Hill Irrigation Replacement Phase 3 ..... 33
No. 035-25 Adopting the FY2025 Analysis of Impediments to Fair Housing ..... 33
No. 036-25 Adopting Supplement No. 2025 S-15 To the Code of Ordinances of The City of Dubuque, Iowa ..... 33
No. 037-25 Approving applications for retail permits to sell Tobacco, Tobacco Products, Alternative Nicotine Products, and Vapor Products, as required by Iowa Code §453A.47A ..... 34
No. 038-25 Southgate Drive Sanitary Sewer 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 ..... 34
No. 039-25 Fuel Island Rehabilitation Project: Preliminary Approval of Plans, Specifications, Form of Contract, and Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost; and Ordering the Advertisement for Bids ..... 35
No. 040-25 Approval of Plans, Specifications, Form of Contract, and Estimated Cost for the ImOn Ice Arena Dehumidification System Upgrade Project ..... 36
No. 041-25 Awarding General Obligation Corporate Purpose Bonds, Series 2025A ..... 37
No. 042-25 Awarding Taxable General Obligation Corporate Purpose Bonds, Series 2025B ..... 37
No. 043-25 Awarding Taxable General Obligation Urban Renewal Bonds, Series 2025C ..... 37
No. 044-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures ..... 43
No. 045-25 In Support of Iowa State Historic Preservation Tax Credit Part 2B Application Submitted to The Iowa Economic Development Authority by Forward Investments Group LLC for a Historic Rehabilitation Project at 1047 Bluff Street ..... 43
No. 046-25 Accepting the Deed to Certain Real Estate in DBQ Co., IA from Theisen's Warehouse, LLC ..... 44
No. 047-25 Approving an Assignment of Development Agreement by Novelty Iron Landlord, LLC to GT Novelty, LLC and GT Novelty Condos, LLC ..... 44
No. 048-25 Approving the First Amendment to Development Agreement by and Between the City of Dubuque, Iowa and Millwork Flats, L.L.C. ..... 44
No. 049-25 Approving Property Tax Abatement applications submitted by property owners in Urban Revitalization Areas and authorizing transmittal of approved applications to City Tax Assessor ..... 45
No. 050-25 Authorizing Approval of the Final Plat of Lots 129 thru 136 and Lot J of Silver Oaks Estates No. 3 in the City of Dubuque, Iowa ..... 46
No. 051-25 Accepting Public Water Distribution System Improvements in Kerrigan Heights Subdivision, In Dubuque County, Iowa ..... 47
No. 052-25 Accepting a Grant of Easement for Storm Sewer Utility Through, Under and Across Part of Lot 2 of Lot 1 of Lot 1 of Mineral Lot 13, in the City of Dubuque, Iowa ..... 47
No. 053-25 Accepting the 2024 Pavement Marking Project and authorizing payment to Contractor ..... 48
No. 054-25 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits ..... 48
No. 055-25 Fixing the Date for a Public Hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and Among the City of Dubuque, Iowa, FEH Realty, L.L.C., and FEH Associates, Inc., Including the Proposed Issuance of Urban Renewal Tax Increment Revenue Obligations Relating Thereto and Providing for the Publication of Notice thereof ..... 49
No. 056-25 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and between the City of Dubuque, Iowa and Dubuque Racing Association, Ltd., Including the Proposed Issuance of Urban Renewal Tax Increment Revenue Obligations Relating thereto and providing for the Publication of Notice thereof ..... 50
No. 057-25 Intent to Dispose of an Interest in Real Property through a Second Amendment to the Amended and Restated Lease Agreement with the Dubuque Racing Association, Ltd. ..... 51
No. 058-25 Bunker Hill Foundation Repair 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 ..... 51
No. 059-25 Authorizing and Directing the City Manager to prepare an Amended and Restated Urban Renewal Plan Version 2025.1 for the Dubuque Industrial Center Economic Development District, Setting a date for the Public Hearing, and Directing the Consultation Process on the Proposed Amended and Restated Urban Renewal Plan Version 2025.1 for said District ..... 52

No. 060-25 Authorizing and Directing the City Manager to prepare an Amended and Restated Urban Renewal Plan Version 2025.2 for the Dubuque Industrial Center Economic Development District, Setting a date for the Public Hearing, and Directing the Consultation Process on the Proposed Amended and Restated Urban Renewal Plan Version 2025.2 for said District ..... 52
No. 061-25 Setting a Public Hearing to Review and approve Public Housing Authority 5-Year Plan ..... 53
No. 062-25 Approval of Plans, Specifications, Form of Contract, And Estimated Cost for The Southgate Drive Sanitary Sewer Improvement Project ..... 57
No. 063-25 Approval of Plans, Specifications, Form of Contract, and Estimated Cost for the Fuel Island Rehabilitation ..... 57
No. 064-25 Approving the Final Plat of Vintage Estates No. 2, in the City of Dubuque, Iowa ..... 60
No. 065-25 Authorizing and approving a Loan Agreement, providing for the issuance of $6,420,000 General Obligation Corporate Purpose Bonds, Series 2025A, and providing for the levy of taxes to pay the same. 61
No. 066-25 Authorizing and approving a Loan Agreement, providing for issuance of $8,370,000 Taxable General Obligation Corporate Purpose Bonds, Series 2025B, and providing for levy of taxes to pay same 61
No. 067-25 Authorizing and approving a Loan Agreement, providing for issuance of $8,945,000 Taxable General Obligation Urban Renewal Bonds, Series 2025C, and providing for levy of taxes to pay same ..... 61
No. 068-25 Awarding Public Improvement Construction Contract for The Dubuque Gate & Pump Station Flood Mitigation (16th St Detention Basin) ..... 77
No. 069-25 Retroactively Authorizing the Filing of A HUD-1044 Assistance Award for the Healthy Homes Production Grant with the United States Department of Housing and Urban Development ..... 78
No. 070-25 Retroactively Authorizing the Filing of A HUD-1044 Assistance Award for the Older Adult Home Modification Grant with the United States Department of Housing and Urban Development ..... 78
No. 070-25A Setting a Public Hearing on the Proposed Fiscal Year 2026 Tax Rate and Dollars and Taxpayer Statements, and set the public hearing for March 25, 2025 ..... 81
No. 071-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures ..... 83
No. 072-25 Extending the maturity date of the City's Sewer Revenue Capital Loan Notes Anticipation Project Note, Series 2021 ..... 83
No. 073-25 Authorizing Adoption of Amended and Restated Policies and Procedures Regarding Municipal Securities Disclosure ..... 84
No. 074-25 Accepting the Bee Branch Creek Trail Project – Phase 1 - Iowa DOT Project TAP-U-2100-697-8I-31 and Authorizing the Payment of the Contract Amount to the Contractor ..... 84
No. 075-25 Approving the First Amendment to Development Agreement by and between the city of Dubuque, Iowa and Limestone Legacy LLC ..... 85
No. 076-25 Awarding Equitable Community Grant to Dubuque Visiting Nurse Association ..... 85
No. 077-25 Awarding Equitable Community Grant to Afriwell Hub, Inc ..... 85
No. 078-25 Authorizing the Filing of Applications with the Federal Transit Administration, an Operating Administration of the United States Department of Transportation, for Federal Transportation Assistance Authorized By 49 U.S.C. Chapter 53, Title 23 United States Code, and Other Federal Statutes Administered by the Federal Transit Administration ..... 86
No. 079-25 Intent to Dispose of an Interest in city of Dubuque Real Estate by Sale to Gronen ..... 87
No. 080-25 Heeb Street 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 ..... 88
No. 081-25 Approving the Preliminary Plats, Schedule of Assessments and Estimate of Total Cost for the Heeb Street Reconstruction Project ..... 89
No. 082-25 Of Necessity for the Heeb Street Reconstruction Project ..... 89
No. 083-25 Fixing Date of Public Hearing on Resolution of Necessity ..... 89
No. 084-25 Approving a Development Agreement by and among the City of Dubuque, Iowa, FEH Realty, L.L.C., and FEH Associates, Inc., including the issuance of Urban Renewal Tax Increment Revenue Obligations ..... 91
No. 085-25 Approving a Development Agreement by and between the city of Dubuque, Iowa and Dubuque Racing Association, Ltd., Including the Issuance of Urban Renewal Tax Increment Revenue Obligations .. 91
No. 086-25 Disposing of an Interest in Real Property through a Second Amendment to the Existing Lease Agreement with Dubuque Racing Association, Ltd. ..... 92
No. 087-25 Approval of Plans, Specifications, and Estimated Cost for the Bunker Hill Foundation Repair Project ..... 92
No. 088-25 Awarding Public Improvement Contract for the ImOn Ice Arena Dehumidification System Upgrade Project. ..... 93

No. 089-25 Award Public Improvement Contract for Southgate Dr. Sanitary Sewer Improvement Project ... 93
No. 090-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures ... 95
No. 091-25 Approving Cooperative Agreement No. 2025-16-054 Between the Iowa Department of Transportation and the City of Dubuque for the Installation of Intelligent Transportation System (ITS) Improvements at the US 61 - 151 Interchange ... 96
No. 092-25 Accepting a Grant of Easement for Street Right of Way and Public Utilities Through, Over and Across the Easterly 10' of the South 10' of Lot 6, The Easterly 10' of Lot 7, and The Easterly 10' of the Northerly 20' of Lot 8, in Marsh's Addition, in the City of Dubuque, Iowa ... 96
No. 093-25 Accepting a Grant of Easement for Water Main Utility Through, Over and Across Part of Lot 2 of Y-Camp Place No. 3, in the City of Dubuque, Iowa ... 96
No. 094-25 Accepting Public Water Main Utility Improvements Across Part of Lot 2 Of Y-Camp Place No. 3, In the City of Dubuque, Iowa ... 97
No. 095-25 Approving a Development of a plan for a new Urban Revitalization District on Cedar Cross Rd .. 97
No. 096-25 Approving the Final Plat of Cedar Ridge Commercial Park, In the City of Dubuque, Iowa ... 98
No. 097-25 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits ... 99
No. 098-25 Approving Applications for Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permits, as Required by Iowa Code 453A.47A and Senate File 345 ... 99
No. 099-25 To provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for Lead Service Line Replacement - Phase 1 Project, and taking of bids therefor ... 100
No. 100-25 Setting a Public Hearing for a Subordination Agreement by and Among the City of Dubuque, Iowa, Virtual Velocity, LLC, and New Silver Lending LLC for Interest in City Property Located at 1199 Central Avenue ... 101
No. 101-25 Authorizing and Directing The City Manager to prepare an Amended and Restated Urban Renewal Plan, Version 2025.1, for the Greater Downtown Urban Renewal Area and Setting the date for a Public Hearing and Consultation on the Proposed Amended and Restated Urban Renewal Plan, Version 2025.1, for said area ... 102
No. 102-25 Approving a Development Agreement by and between the City of Dubuque and Gronen Development, Inc. Including the Sale of City-Owned Real Estate and the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations to Gronen Development, Inc. ... 103
No. 103-25 Approving the Amended and Restated Urban Renewal Plan, Version 2025.1, for the Dubuque Industrial Center Economic Development District ... 104
No. 104-25 Approving the Amended and Restated Urban Renewal Plan, Version 2025.2, for the Dubuque Industrial Center Economic Development District ... 104
No. 105-25 Awarding Public Improvement Const. Contract for Bunker Hill Foundation Repair Project ... 115
No. 106-25 Awarding Public Improvement Const. Contract for Fuel Station Rehabilitation Project ... 116
No. 107-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures ... 121
No. 108-25 Adopting the Fiscal Year 2025 (Program Year 2024) Community Development Block Grant (CDBG) Annual Action Plan Amendment #2 ... 122
No. 109-25 Accepting the Public Improvement for the Northwest Arterial - State of Good Repair Project from US20 to John F. Kennedy Road (Iowa DOT Project No. STBG-SWAP-2100 (702)--SG-31) and Authorizing Final Payment to the Contractor ... 123
No. 110-25 Approving Grant Agreement Amendment No. 1 With the U.S. Department of Transportation for the Awarded RAISE Infrastructure Planning Grant ... 123
No. 111-25 Approving the Acquisition Plat of Lot 1A of Switch Development @ JFK No. 3, In the City of Dubuque, Iowa ... 124
No. 112-25 To provide for a Notice of Hearing on Proposed Plans, Specifications, Form of Contract and Estimate of Cost for Old Mill Lift Station and Force Main Project - Phase II, and taking of bids therefor . 125
No. 113-25 Setting the date for a Public Hearing on Iowa DOT Consolidated Funding Application ... 126
No. 114-25 Authorizing the Mayor to execute Certification by State or Local Office of the 5-Year Public Housing Agency (PHA) Plan's Consistency with Consolidated Plan and Approval of 5-Year PHA Plan ... 126
No. 115-25 Approval of Plans, Specifications, Form of Contract, and Estimated Cost for the Heeb Street Reconstruction Project ... 127
No. 116-25 Approving Schedule of Assessments and Estimate of Total Cost for the 2025 Heeb Street Reconstruction Project ... 127

No. 117-25 With Respect to the Adoption of the Resolution of Necessity Proposed for the Heeb Street Reconstruction Project ..... 127
No. 118-25 Finally approving and confirming plans, specifications, form of contract and estimate of cost for the Lead Service Line Replacement - Phase 1 Project ..... 128
No. 119-25 Approving a Subordination Agreement by and among the City of Dubuque, Iowa, Virtual Velocity, LLC, and New Silver Lending LLC for interest in city property located at 1199 Central Avenue ..... 128
No. 120-25 Approving the First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Kinseth Hospitality Company, Inc. ..... 129
No. 121-25 Setting the Date for the Public Hearing on FY2026 Budget for the City of Dubuque ..... 133
No. 122-25 Setting the Date for the Public Hearing on the Five-Year Capital Improvement Program for Fiscal Years 2026 through 2030 for the City of Dubuque, setting a public hearing for a meeting to commence at 6:30 p.m. on April 28, 2025 in the Historic Federal Building ..... 133
No. 123-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures ..... 135
No. 124-25 Awarding Sustainable Dubuque Grant to American Legion Auxiliary ..... 135
No. 125-25 Awarding Sustainable Dubuque Grant to the Grand River Center ..... 135
No. 126-25 Awarding Sustainable Dubuque Grant to Saint Vincent De Paul ..... 135
No. 127-25 Awarding Sustainable Dubuque Grant to the Bike Coop ..... 135
No. 128-25 Awarding Sustainable Dubuque Grant to Roosevelt Middle School ..... 135
No. 129-25 Awarding Sustainable Dubuque Grant to Westminster Presbyterian Church ..... 135
No. 130-25 Awarding Sustainable Dubuque Grant to Saint Mark Youth Enrichment ..... 135
No. 131-25 Approving the First Amendment to Development Agreement by and Between the City of Dubuque, Iowa and Wilson House Apts, LLC ..... 141
No. 131-25A Nunc Pro Tunc Correcting and Amending a Scrivener's Error in First Amendment to Development Agreement by and between the City of Dubuque, Iowa and Wilson House Apts, LLC ..... 176
No. 132-25 Approving the Final Plat of Kellhoff Addition, in the City of Dubuque, Iowa ..... 141
No. 133-25 Approving the Final Plat of Hy-Vee Subdivision No. 2, in the City of Dubuque, Iowa ..... 142
No. 134-25 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits ..... 142
No. 135-25 Approving Applications for Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permits, as Required by Iowa Code 453A.47A and Senate File 345 ..... 143
No. 136-25 2025 Repair and Maintenance of the Iowa Street Parking Garage: 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 ..... 143
No. 137-25 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and between the City of Dubuque, Iowa and Fitzgerald EnterpriZes, L.L.C., Including the Proposed Issuance of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, and Providing for the publication of Notice thereof ..... 144
No. 138-25 Fixing a date for Public Hearing on proposal to enter into Stormwater Revenue Loan and Disbursement Agreement and borrow money thereunder in principal amount not to exceed $761,000 145
No. 139-25 To fix a date for a public hearing on proposal to enter into a Stormwater Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed $1,600,000 ..... 146
No. 140-25 Adopting an Amended and Restated Urban Renewal Plan for the Greater Downtown Urban Renewal Area, Version 2025.1 ..... 149
No. 141-25 Giving final approval to, and confirmation of plans, specifications, form of contract and estimate of cost for the Old Mill Lift Station and Force Main Project - Phase II ..... 149
No. 142-25 Awarding Public Improvement Contract for the Heeb Street Reconstruction Project ..... 150
No. 143-25 To Receive and File the Historic Structures Report (HSR) For the Caldwell-Designed Structures at Eagle Point Park, Funded in Part by the Jeffris Family Foundation Heartland Fund ..... 150
No. 144-25 Adopting the City of Dubuque Fiscal Year 2026 Annual Budget ..... 154
No. 145-25 Adopting the City of Dubuque Five Year Capital Improvement Program ..... 154
No. 146-25 Adopting the Five-Year Street Construction Program for Fiscal Years 2026 - 2030 ..... 164
No. 147-25 Rescinding No. 101-24, Establishing a Schedule of Development Services Fees, and adopting in Lieu Thereof a New Schedule of Development Services Fees as Provided in Title 16 of the City of Dubuque Code of Ordinances, Unified Development Code ..... 164
No. 148-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures ..... 166

No. 149-25 Consenting to the Assignment of the Stormwater Facilities Fee Agreement between the City of Dubuque and QHQ Properties for the Northwest Arterial Detention Basin to Dubuque Hotel LLC ..... 167
No. 150-25 Authorizing Execution of CDBG Subrecipient Agreement with ZTM Sober Living..... 167
No. 151-25 Accepting the City IT Department Commercial Office Renovation Project and Authorizing Final Payment to the Contractor ..... 168
No. 152-25 Approving Applications for Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permits, as Required by Iowa Code 453A.47A and Senate File 345 ..... 168
No. 153-25 Setting the Date for the Public Hearing on Amendment No. 1 to the Fiscal Year 2025 Budget for the City of Dubuque ..... 169
No. 154-25 Setting a Public Hearing to Review and Approve the Public Housing Authority Federal Fiscal Year 2025 Annual Plan ..... 169
No. 155-25 Approval of Plans, Specifications, Form of Contract, and Estimated Cost for the 2025 Repair and Maintenance of the Iowa Street Parking Garage ..... 170
No. 156-25 Approving a Development Agreement by and between City of Dubuque, Iowa and Fitzgerald EnterpriZes, L.L.C., Including Proposed Issuance of Urban Renewal Tax Increment Revenue Obligations 170
No. 157-25 Awarding contract for the Lead Service Line Replacement - Phase 1 Project..... 170
No. 158-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures ..... 174
No. 159-25 Approving the Final Plat Cedar Ridge Farm No. 21, in the City of Dubuque, Iowa..... 175
No. 160-25 Approving the Final Plat of Southwest Arterial Plat 1, In the City of Dubuque, Iowa ..... 175
No. 161-25 Approving the Final Plat of Southwest Arterial Plat 2, In the City of Dubuque, Iowa ..... 175
No. 162-25 Awarding Public Improvement Contract for the 2025 ADA Sidewalk Curb Ramp Project One... 176
No. 163-25 Awarding Public Improvement Contract for the 2025 ADA Sidewalk Curb Ramp Project Two .. 176
No. 164-25 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits ..... 177
No. 165-25 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa, finding an area referred to as the Cedar Cross Road Urban Revitalization Area hereinafter described, appropriate for public improvements related to Housing and Residential Development and Construction of Residential Development, Including Single or Multifamily Housing Necessary in the Interest of Public Health, Safety, or Welfare of the residents of the City and Setting a Public Hearing on creation of The Cedar Cross Road Urban Revitalization Area ..... 178
No. 166-25 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and between the City of Dubuque, Iowa and 1301 Central, LLC, including the proposed issuance of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, and providing for the publication of notice thereof ..... 178
No. 167-25 2025 Pavement Marking 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..... 179
No. 168-25 Fire Headquarters HVAC Replacement Project: Preliminary Approval of Plans, Specifications, Form of Contract, and Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost; and Ordering the Advertisement for Bids ..... 180
No. 169-25 To fix a date for a public hearing on proposal to enter into a Water Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed $2,000,000..... 181
No. 170-25 Authorizing Resolution: Approval of Consolidated Funding Application to Iowa DOT..... 185
No. 171-25 Amending the Current Budget for Fiscal Year Ending June 2025 ..... 186
No. 172-25 Approving a Development Agreement by and between City of Dubuque, and CCI5, LLC..... 188
No. 173-25 Rejecting Competitive Bid Proposal Received for the 2025 Repair and Maintenance of the Iowa Street Parking Garage ..... 188
No. 174-25 Supporting the Submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program by Millwork Flats, L.L.C..... 189
No. 175-25 Supporting the Submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program by Gronen Development, Inc ..... 189
No. 176-25 Supporting the Submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program by Wilson House Apts, LLC ..... 189
No. 177-25 Supporting the Submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program By 1301 Central, LLC..... 189

No. 178-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures ..... 198
No. 179-25 In Support of Iowa State Historic Preservation Tax Credit Part 2B Application Submitted to the Iowa Economic Development Authority by St. Elias the Prophet Greek Orthodox Church for a Historic Rehabilitation Project At 419 N. Grandview Ave ..... 199
No. 180-25 Adopting the Fiscal Year 2026-2030 (Program Year 2025-2029) Community Development Block Grant (CDBG) Consolidated Plan and Fiscal Year 2026 (Program Year 2025) Annual Action Plan ..... 199
No. 181-25 Adopting the Amendment of the Citizen Participation Plan for the Community Development Block Grant Program ..... 200
No. 182-25 Delegating Authority for Environmental Certifying Officer ..... 200
No. 183-25 Establishing the Schedule of Rates for the Disposal of Private Hauled Waste to the Water & Resource Recovery Center as Provided For In 13- 2B-8(F) of the City of Dubuque Code of Ordinances ... 201
No. 184-25 Establishing the Schedule of Rates for the Analysis of Water Samples at the Water & Resource Recovery Center State-Certified Environmental Lab ..... 201
No. 185-25 Accepting a Grant of Easement for Sanitary Sewer Utility and Sanitary Sewer Access through, under and across parts of Lot 1 and Lot 2 of Switch Development at JFK No. 4, and Lot 2 of Switch Development at JFK No. 2, and Lot 1 of Switch Development at JFK No. 3, in the City of Dubuque, Iowa 202
No. 186-25 Approving Applications for Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permits, as Required by Iowa Code 453A.47A and Senate File 345 ..... 203
No. 187-25 Intent to Dispose of City Interest by Grant of Storm Sewer Utility Easement to Switch Development at JFK, LLC Across Part of The Northwest Arterial Right of Way Adjacent to Lot 1 of Switch Development at JFK No. 4, in the City of Dubuque, Iowa ..... 204
No. 188-25 Setting a Public Hearing to Consider the Amended and Restated Lease Agreement by and Between the City of Dubuque and Viterra USA Grain, LLC for Commercial Street Property ..... 205
No. 189-25 To fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed $15,000,000 ..... 205
No. 190-25 To fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed $3,600,000 ..... 206
No. 191-25 To fix a date for a public hearing on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed $3,400,000 ..... 207
No. 192-25 Fixing date for public hearing on proposal to enter into Sewer Revenue Loan and Disbursement Agreement and borrow money thereunder in principal amount not to exceed $500,000 ..... 208
No. 193-25 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and between the City of Dubuque, Iowa and Plastic Center, Inc., including the proposed issuance of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, and providing for the publication of notice thereof ..... 209
No. 194-25 Approving the Urban Revitalization Plan for the Cedar Cross Road Urban Revitalization Area .. 211
No. 195-25 Approving a Development Agreement by and between the City of Dubuque, Iowa and 1301 Central, LLC, including the issuance of Urban Renewal Tax Increment Revenue Obligations ..... 212
No. 196-25 Approval of Plans, Specifications, Form of Contract, and Estimated Cost for the 2025 Pavement Marking Project ..... 212
No. 197-25 Approval of Plans, Specifications, Form of Contract, And Estimated Cost for the Fire Headquarters HVAC Replacement Project ..... 213
No. 198-25 Taking additional action on proposal to enter into a Stormwater Revenue Loan and Disbursement Agreement ..... 213
No. 199-25 Taking additional action on proposal to enter into a Stormwater Revenue Loan and Disbursement Agreement ..... 214
No. 200-25 Taking additional action on proposal to enter into a Water Revenue Loan and Disbursement Agreement ..... 214
No. 201-25 Supporting the submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program by 440 W. 3rd St, LLC ..... 215
No. 202-25 Supporting the submission of an Iowa Economic Development Authority Application to the Workforce Housing Tax Credit Program By CCI5, LLC ..... 215
No. 203-25 Awarding contract for the Old Mill Lift Station and Force Main Project - Phase II ..... 217
No. 204-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures ..... 220

No. 205-25 Authorizing the Chief Financial Officer to Make the Appropriate Interfund Transfers of Sums and Record the Same in the Appropriate Manner for the FY 2025 for the City of Dubuque, Iowa ..... 220
No. 206-25 Approving the Final Plat of 65 Meadow Lane Summers Place, in the City of Dubuque, Iowa .... 223
No. 207-25 Accepting Locust St. Ramp Repairs Project and Authorizing Payment to Contractor ..... 223
No. 208-25 Awarding Public Improvement Contract for the Fire Station 6 Roof Replacement Project ..... 224
No. 209-25 Accepting the East 24th Street Site Contaminated Soil Removal Project and Authorizing Final Payment to the Contractor ..... 224
No. 210-25 Awarding Public Improvement Contract for the 2025 Pavement Marking Project..... 224
No. 211-25 Support of Iowa State Historic Preservation Tax Credit Part 2B application submitted to Iowa Economic Devel. Authority by 799 Main, LLC for a Historic Rehabilitation project at 799 Main St. ..... 225
No. 212-25 In Support of Iowa State Historic Preservation Tax Credit Part 2B Application Submitted to The Iowa Economic Development Authority by Rider Lacey Block, LLC for a Historic Rehabilitation Project at 1706 Central Avenue ..... 225
No. 213-25 Support of Iowa State Historic Preservation Tax Credit Part 2B application submitted to the Iowa Economic Devel. Authority by Henry Stout, LLLP for a Historic Rehabilitation Project at 125 W. 9th St.... 225
No. 214-25 Approving an Agreement between the City of Dubuque and ITC Midwest, LLC to Operate an Electric Transmission System in the City of Dubuque ..... 226
No. 215-25 Item Pulled From Agenda.....
No. 216-25 Approving the Schmitt Island Management Agreement First Amendment between the City of Dubuque and the Schmitt Island Development Corporation..... 227
No. 217-25 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits ..... 227
No. 218-25 Approving Applications for Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permits, as Required by Iowa Code 453A.47A and 453E.3 ..... 228
No. 219-25 Resolution of Intent to Vacate and Dispose of City Interest in Certain Street and Alley Easements in Julien Addition, City of Dubuque, Iowa..... 228
No. 220-25 2025 Repair and Maintenance of the Iowa Street Parking Garage: 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..... 229
No. 221-25 Provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the North English Road Water Main Extension Project, and taking of bids therefor ..... 230
No. 222-25 Disposing of City Interest by Grant of Storm Sewer Utility Easement to Switch Development at JFK, LLC across part of the Northwest Arterial Right of Way Adjacent to Lot 1 of Switch Development At JFK No. 4, in the City of Dubuque, Iowa..... 234
No. 223-25 Granting a Storm Sewer Utility Easement to Switch Development at JFK, LLC across part of the Northwest Arterial Right of Way adjacent to Lot 1 of Switch Development At JFK No. 4, in the City of Dubuque, Iowa ..... 234
No. 224-25 Approving the Amended and Restated Lease Agreement by and between the City of Dubuque and Viterra USA Grain, LLC for Commercial Street Lease ..... 235
No. 225-25 Approving a Development Agreement by and between the City of Dubuque, Iowa and Plastic Center, Inc., including the issuance of Urban Renewal Tax Increment Revenue Obligations..... 235
No. 226-25 Taking additional action with respect to a Sewer Revenue Loan and Disbursement Agreement and authorizing, approving and securing the payment of a $500,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) . 236
No. 227-25 Taking additional action on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement..... 237
No. 228-25 Taking additional action with respect to a Sewer Revenue Loan and Disbursement Agreement and authorizing, approving and securing the payment of a $3,600,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) . 238
No. 229-25 Taking additional action with respect to a Sewer Revenue Loan and Disbursement Agreement and authorizing, approving and securing the payment of a $3,400,000 Sewer Revenue Loan and Disbursement Agreement Anticipation Project Note (IFA Interim Loan and Disbursement Agreement) . 240
No. 230-25 Awarding Public Improvement Contract for the Fire Headquarters HVAC Replacement Project244
No. 231-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures ..... 249
No. 232-25 Accepting the Southgate Drive Sanitary Improvements Project and Authorizing Final Payment to the Contractor ..... 250

No. 233-25 Amending Resolution No. 220-25: 2025 Repair and Maintenance of the Iowa Street Parking Garage - 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 ..... 250
No. 234-25 Adopting Supplement No. 2025 S-16 to the Code of Ordinances of the City of Dubuque, Iowa 251
No. 235-25 Approving Applications for Tobacco Retail, Tobacco Products, Alternative Nicotine Products, Vapor Products or Devices, as required by Iowa Code 453A.47A and 453E.3 ..... 252
No. 236-25 2025 Maintenance Dredging 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 ..... 252
No. 237-25 Authorizing the Mayor to Execute the Certification by State or Local Office of Public Housing Agency (PHA) Plan's Consistency with the Consolidated Plan and Approval of the PHA Federal Fiscal Year 2025 Annual Plan ..... 253
No. 238-25 Vacating Certain Street and Alley Easements in Julien Addition, City of Dubuque, Iowa ..... 254
No. 239-25 Disposing of City Interest in Certain Street and Alley Easements in Julien Addition, City of Dubuque, Iowa ..... 254
No. 240-25 Approval of Plans, Specifications, Form of Contract, and Estimated Cost for the 2025 Repair and Maintenance of the Iowa Street Parking Garage ..... 255
No. 241-25 Authorizing and approving a Loan and Disbursement Agreement, providing for the issuance and securing the payment of $761,000 Storm Water Revenue Bonds, Series 2025 and authorizing the related reduction of the interest rate on the Stormwater Management Utility Revenue Capital Loan Note No. R-1, Series 2019, dated April 12, 2019 ..... 285
No. 242-25 Approving the Funding Agreement between City of Dubuque and Dubuque Marina, Inc. for 2024 Boating Infrastructure Tier 1 Grant Agreement for Maintenance Dredging at Dubuque Marina ..... 291
No. 243-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures ..... 321
No. 244-25 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits ..... 322
No. 245-25 Approving Applications for Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permits, as Required by Iowa Code 453A.47A and 453E.3 ..... 323
No. 246-25 Auburn-Custer Utility and Roadway 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 ..... 323
No. 247-25 Setting a Public Hearing to Consider the Lease Agreement by and between The City of Dubuque and The Lamar Companies for Real Property Located on White Street ..... 324
No. 248-25 North Schmitt Island Collection System Project – Contract #1: 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 ..... 324
No. 249-25 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 Greater Dubuque Impact Investment Fund Satisfies the Offering Requirements with respect to the Real Property and Improvements and Declaring the Intent of the City Council to Approve the Sale to Greater Dubuque Impact Investment Fund in the event that No Competing Proposals are Submitted; and (3) Soliciting Competing Proposals ..... 325
No. 250-25 Approval of Plans, Specifications, Form of Contract, and Estimated Cost for the 2025 Maintenance Dredging Project ..... 329
No. 251-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures ..... 331
No. 252-25 Authorizing Execution of FY26 Purchase of Services Grant Agreement to United Way of Dubuque Area Tri-States ..... 331
No. 253-25 Authorizing Execution of FY26 Purchase of Services Grant Agreement To Catholic Charities of the Archdiocese of Dubuque ..... 331
No. 254-25 Authorizing Execution of FY26 Purchase of Services Grant Agreement to Fountain of Youth ..... 331
No. 255-25 Authorizing Execution of FY26 Purchase of Services Grant Agreement to Presentation Lantern Center ..... 331
No. 256-25 Authorizing Execution of FY26 Purchase of Services Grant Agreement to Dubuque and Jackson County Habitat For Humanity ..... 331

No. 257-25 Authorizing Execution of FY26 Purchase of Services Grant Agreement to St. Mark Youth Enrichment ..... 331
No. 258-25 Accepting a Grant of Easement for Public Utilities Through, Over and Across Part of Lot 2-2-1-2-2-1 of Faldorf's Place, in the City of Dubuque, Iowa ..... 333
No. 259-25 Accept Broadway Sanitary Improvements Project & Authorizing Final Payment to Contractor. 333
No. 260-25 Awarding Public Improvement Construction Contract for 2025 Maintenance Dredging Project 334
No. 261-25 To provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the North English Road Water Main Extension Project, and taking of bids therefor 334
No. 262-25 Authorizing and directing the City Manager to prepare an Amended and Restated Urban Renewal Plan Version 2025.3 for the Dubuque Industrial Center Economic Development District, Setting a date for the Public Hearing, and directing the Consultation Process on the Proposed Amended and Restated Urban Renewal Plan Version 2025.3 for said district ..... 335
No. 263-25 Authorizing and Directing The City Manager to Prepare an Amended and Restated Urban Renewal Plan Version 2025.4 for The Dubuque Industrial Center Economic Development District, setting a date for the Public Hearing, and Directing the Consultation Process on the Proposed Amended and Restated Urban Renewal Plan Version 2025.4 for said District ..... 336
No. 264-25 Auburn-Custer Utility and Roadway Reconstruction Project - Approval of Plans, Specifications, Form of Contract, and Estimated Cost ..... 337
No. 265-25 North Schmitt Island Collection System Project – Contract #1: Approval of Plans, Specifications, Form of Contract, and Estimated Cost ..... 338
No. 266-25 Approving the Lease Agreement by and between the City of Dubuque and the LAMAR Companies for Real Property Located on White Street ..... 338
No. 267-25 Awarding Public Improvement Construction Contract for the 2025 Repair and Maintenance of the Iowa Street Parking Garage ..... 338
No. 268-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures ..... 342
No. 269-25 Accepting the Jefferson Park Retaining Wall Replacement Project and Authorizing the Payment of the Contract Amount to the Contractor ..... 343
No. 270-25 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits ..... 344
No. 271-25 Intent to Vacate and Dispose of City Interest in a Portion of a Public Utility Easement over and across part of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa ..... 344
No. 272-25 Rustic Point Park Development 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 ..... 345
No. 273-25 Giving final approval to, and confirmation of, plans, specifications, form of contract and estimate of cost for the North English Road Water Main Extension Project ..... 346
No. 274-25 Awarding Public Improvement Contract for the Auburn-Custer Utility and Roadway Reconstruction Project ..... 347
No. 275-25 Awarding Public Improvement Contract for the North Schmitt Island Collection System Project – Contract #1 Project ..... 347
No. 276-25 Approving an Agreement by and Between the City of Dubuque, Iowa, and Linwood Cemetery Association ..... 348
No. 277-25 Authorizing Contract 25-CTBF-06 by and between the City of Dubuque, Iowa, and the Iowa Economic Development Authority for a Community Catalyst Building Remediation Grant for the Rehabilitation of 1701 Central Avenue in the city of Dubuque, Iowa ..... 349
No. 278-25 Series Resolution authorizing and approving a Loan and Disbursement Agreement and providing for the issuance of $1,941,000 Taxable Water Revenue Bonds, Series 2025 and other documents related to the Series 2025 Bonds, and amending certain provisions ..... 350
No. 279-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures ..... 357
No. 280-25 Authorizing Submittal of the Application for Local Housing Trust Funds to the Iowa Finance Authority ..... 358
No. 281-25 Accepting the Grand River Center Floor Slab Lifting & Leveling Project ..... 358
No. 282-25 Authorizing the City to Collect Delinquent Problem Property Charges in Accordance With 14-1J1 International Property Maintenance Code Section 109.5 and/or Section 112.5 Code of Ordinances of the City of Dubuque, Iowa ..... 359

No. 283-25 Authorizing City to collect Delinquent Grass and Weed Cutting and Garbage Collection Charges in accordance with Title 6-4-3A and Title 6-8-2 of the Code of Ordinances of City of Dubuque ..... 359
No. 284-25 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and between the City of Dubuque, Iowa and ASJS Properties, LLC, including the proposed issuance of Urban Renewal Tax Increment Revenue Obligations relating thereto, and providing for the Publication of Notice thereof ..... 361
No. 285-25 Fixing the date for a Public Hearing of the City Council of the City Of Dubuque, Iowa on a Development Agreement by and between the City of Dubuque, Iowa and Adam Vogel Building, LLC, including the proposed issuance of Urban Renewal Tax Increment Revenue Obligations Relating thereto, and providing for the publication of notice thereof ..... 362
No. 286-25 Fixing the date for a public hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and between the City of Dubuque, Iowa and Dubuque Initiatives 1700, LLC, including the proposed issuance of Urban Renewal Tax Increment Revenue Obligations relating thereto and providing for the Publication of Notice thereof ..... 363
No. 287-25 State Revolving Fund (SRF) Loan - Environmental Review Water System Improvements 2024 North English Road Water Main Extension Project set the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on approval of an Environmental Review as provided by SRF's Department of Natural Resources for the Private Lead Service Line Replacement Pilot Program ..... 364
No. 288-25 Approving disposal of an interest in real property owned by the City of Dubuque by sale through a Development Agreement with Greater Dubuque Impact Investment Fund ..... 364
No. 289-25 Approving the Amended and Restated Urban Renewal Plan, Version 2025.3, for the Dubuque Industrial Center Economic Development District ..... 365
No. 290-25 Approving the Amended and Restated Urban Renewal Plan, Version 2025.4, for the Dubuque Industrial Center Economic Development District ..... 366
No. 291-25 Disposing of property by vacating city interest in a portion of a Public Utility Easement over and across Part of Lot 2, Block 4, of Indian Hills, in the City of Dubuque, Iowa ..... 367
No. 292-25 Rustic Point Park Development Project: Approval of Plans, Specifications, Form of Contract, and Estimated Cost ..... 367
No. 293-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures ..... 373
No. 294-25 Accepting the Bunker Hill Foundation Repair Project and Authorizing the Payment of the Contract Amount to the Contractor ..... 373
No. 295-25 Adopting Supplement No. 2025 S-17 to the Code of Ordinances of the City of Dubuque, Iowa 374
No. 296-25 Approving the Final Plat of Oakland Ridge Estates Plat 2, Dubuque County, Iowa ..... 374
No. 297-25 Approving the Consultant Professional Services - Supplemental Agreement No. 2 between AECOM Technical Services, Inc. and the City of Dubuque to Complete Land Survey and Replating of Property Along the Southwest Arterial / US52 Corridor from US Highway 20 To US Highway 61 / 151 ... 375
No. 298-25 Authorizing the Submission of a Consolidated Annual Performance and Evaluation Report (CAPER) for the Period Commencing July 1, 2024, and Concluding June 30, 2025 ..... 376
No. 299-25 Approving the Lease Agreement by and Between the City of Dubuque and Hawkeye Area Community Action Program for Real Property Located on Central Avenue ..... 376
No. 300-25 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits ..... 377
No. 301-25 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa, Finding an area referred to as The Lake Ridge Urban Revitalization Area Hereinafter Described, Appropriate for public improvements related to Housing and Residential Development and Construction of Residential Development, including Single or Multifamily Housing necessary in the interest of Public Health, Safety, or Welfare of the residents of the City and Setting a Public Hearing on creation of The Lake Ridge Urban Revitalization Area ..... 377
No. 302-25 Intent to Dispose of an interest in City of Dubuque real estate by sale to Outfly Development, LLC pursuant to Development Agreement by and between the City of Dubuque, and Outfly Development, LLC and fixing the date for a Public Hearing of the City Council of the City of Dubuque, on the Development Agreement including the proposed issuance of Urban Renewal Tax Increment Revenue Grant Obligations to Outfly Development, LLC and Providing for the publication of notice thereof ..... 378
No. 303-25 To provide for a notice of hearing on proposed plans, specifications, form of contract and estimate of cost for the 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project, and the taking of bids therefor ..... 379

No. 304-25 To fix a date for a public hearing on proposal to enter into a Water Revenue Loan and Disbursement Agreement and to borrow money thereunder in a principal amount not to exceed $2,330,000 ..... 380
No. 305-25 Approving a Development Agreement by and between the City of Dubuque, Iowa, and Adam Vogel Building, LLC for the redevelopment of 1701 Central Avenue, including the issuance of Urban Tax Increment Revenue Obligations ..... 383
No. 306-25 Approving a Development Agreement by and between the City of Dubuque, Iowa, and ASJS Properties, LLC for the redevelopment of 1913 Jackson Street, including the issuance of Urban Tax Increment Revenue Obligations ..... 384
No. 307-25 Approving a Development Agreement by and between the City of Dubuque, Iowa, and Dubuque Initiatives 1700, LLC for the redevelopment of 1739- 1763 Central Avenue, including the issuance of Urban Tax Increment Revenue Obligations ..... 384
No. 308-25 Award Public Improvement Construction Contract for Rustic Point Park Development Project 386
No. 309-25 Executing Professional Design Services Consultant Contract with HDR Engineering to complete the Old Mill Road Lift Station Phase 3 Sanitary Interceptor Project (Catfish Creek Middle Fork) ..... 388
No. 310-25 Executing Professional Design Services Consultant Contract with Foth Infrastructure & Environmental, LLC to complete the Old Mill Road Lift Station Phase 4 Sanitary Interceptor Project (Catfish Creek South Fork) ..... 388
No. 311-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures ..... 391
No. 312-25 Accepting a Grant of Easement for Sanitary Sewer Utility Through, Under, and Across Part of Lot 1-2 of Mineral Lot 230 and Lot 1-3-3 of Mineral Lot 231, in the City of Dubuque, Iowa ..... 392
No. 313-25 Approving the Second Amendment to Development Agreement by and Between the City of Dubuque, Iowa and Millwork Flats, L.L.C ..... 392
No. 314-25 Approving a Renewal Contract Agreement between the city of Dubuque and the Rose of Dubuque L.P. for the Project Based Voucher Program ..... 393
No. 315-25 Approving Applications for Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permits, as Required by Iowa Code 453A.47A and 453E.3 ..... 394
No. 316-25 Fixing the Date for a Public Hearing of the City Council of the city of Dubuque, Iowa on a Development Agreement by and between the city of Dubuque, Iowa and Hitzler Rental, LLC, Including the Proposed Issuance of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, and Providing for the Publication of Notice Thereof ..... 394
No. 317-25 Fixing the Date for a Public Hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and between the City of Dubuque, Iowa and Ned Oberbroeckling, Including the Proposed Issuance of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, and Providing for the Publication of Notice thereof ..... 395
No. 318-25 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and between the city of Dubuque, Iowa and 1248 Iowa St, LLC, Including the Proposed Issuance of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, and Providing for the Publication of Notice Thereof ..... 396
No. 319-25 Eagle Point Water Treatment Plant Roof Rehabilitation Project: Preliminary Approval of Plans, Specifications, Form of Contract, and Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost; and Ordering the Advertisement for Bids ..... 397
No. 320-25 Setting the Date for the Public Hearing on Amendment No. 1 To The Fiscal Year 2026 Budget for the City of Dubuque ..... 398
No. 321-25 Setting a Public Hearing on the Iowa Land Recycling Program Environmental Covenant between the city of Dubuque, Iowa and the Iowa Department of Natural Resources ..... 398
No. 322-25 State Revolving Fund (SRF) Loan - Environmental Review – Water System Improvements 2024 North English Road Water Main Extension Project: Approval of an Environmental Review as Provided by SRF's Department of Natural Resources for the Water System Improvements 2024 North English Road Water Main Extension Project ..... 399
No. 323-25 Taking additional action on proposal to enter into a Water Revenue Loan and Disbursement Agreement ..... 399
No. 324-25 Approving the Disposal of an Interest in City of Dubuque Real Estate by Sale to Outfly Development, LLC Pursuant to a Development Agreement by and between the City of Dubuque, Iowa and Outfly Development, LLC Including the Issuance of Urban Renewal Tax Increment Revenue Grant Obligations to Outfly Development, LLC ..... 400
No. 325-25 Approving the Urban Revitalization Plan for the Lake Ridge Urban Revitalization Area ..... 401

No. 326-25 Giving final approval to, and confirmation of, plans, specifications, form of contract and estimate of cost for 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project ... 402
No. 327-25 Awarding contract for the North English Road Water Main Extension Project..... 403, 404
No. 328-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures ..... 407
No. 329-25 Ratifying the Approval of a First Amendment to the Economic Development Assistance Contract 23-HQJP-011 by and among McCoy Group, Inc., the City of Dubuque, Iowa, and the Iowa Economic Development Authority ..... 407
No. 330-25 Ratifying the approval of a First Amendment to the Economic Development Assistance Contract 22-HQJP-018 by and among Hormel Foods Corporation and Progressive Processing, LLC, the City of Dubuque, Iowa, and the Iowa Economic Development Authority..... 408
No. 331-25 Approving the Final Plat of Rosalynn Carter Place, in the City of Dubuque, Iowa..... 408
No. 332-25 Authorizing the City to collect Delinquent Grass and Weed Cutting and Garbage Collection Charges in accordance with Title 6-4-3A and Title 6-8-2 of the Code of Ordinances of City of Dubuque.. 408
No. 333-25 Approving a request for Additional Equipment and Modifications to the Flagpole Cell Tower Located at Madison Park ..... 410
No. 334-25 Approving and Establishing Authorized City Representatives as required to submit the Grant Reimbursement Draw on the Federal and State of Iowa Department of Homeland Security and Emergency Management FEMA Grant of the Dubuque Bee Branch Gate & Pumping Station Project ..... 411
No. 335-25 Approving Voluntary Assessment Petition and Waiver Agreements for the 2024 SRF Green Alley Project..... 411
No. 336-25 Resolution of Necessity for Voluntary Assessment Petition and Waiver Agreements for the 2024 SRF Green Alley Project ..... 411
No. 337-25 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits ..... 413
No. 338-25 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on an Assignment and Assumption Agreement of the Downtown Rehabilitation Loan Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC for property at 39 Bluff Street..... 414
No. 339-25 Setting a Public Hearing for a Subordination Agreement by and among the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank for interest in city property located at 39 Bluff St. ... 415
No. 340-25 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on an Assignment of the Development Agreement by and between the City of Dubuque and Franklin Investments, LLC to Franklin Apartments, LLC..... 416
No. 341-25 Ambassador Court Storm Sewer Replacement Project: Preliminary Approval of Plans, Specifications, Form of Contract, and Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost; and ordering the Advertisement for Bids ..... 417
No. 342-25 Setting a Public Hearing to consider Amended and Restated Lease Agreement by and between City of Dubuque and Pier Pressure Marine IA, Inc. for real property in the City of Dubuque ..... 417
No. 343-25 Approving a Development Agreement by and between the City of Dubuque, Iowa and Hitzler Rental, LLC for the Redevelopment of the property at 2541 Central Avenue, Including The Issuance of Urban Tax Increment Revenue Obligations ..... 418
No. 344-25 Approving a Development Agreement by and between the City of Dubuque, Iowa and 1248 Iowa St, LLC for the Redevelopment of the property at 1236-1248 Iowa Street, Including the Issuance of Urban Tax Increment Revenue Obligations ..... 419
No. 345-25 Approving a Development Agreement by and between the City of Dubuque, Iowa, and Ned Oberbroeckling for the Redevelopment of the property at 372 Main Street, Including the Issuance of Urban Tax Increment Revenue Obligations ..... 419
No. 346-25 Approving the Iowa Land Recycling Program Environmental Covenant between the city of Dubuque, Iowa and the Iowa Department of Natural Resources ..... 420
No. 347-25 Amending the Current Budget for Fiscal Year Ending June 2026 (As Last Certified or Amended on 04/28/2025)..... 420
No. 348-25 Approving a Grant Administration Agreement with Dubuque Main Street, Ltd. to Administer the Swap Grant Program, Including City Funding ..... 422
No. 349-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures ..... 424
No. 350-25 Naming Depository Institutions and Setting Limits for Deposits..... 424
No. 351-25 Accepting Public Improvements in South Pointe #2 In the City of Dubuque, Iowa..... 425

No. 352-25 Accepting the North Schmitt Island Collection System Project – Contract #1 Project and Authorizing the Payment to the Contractor ..... 425
No. 353-25 Approving Applications for Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permits, as Required by Iowa Code 453A.47A and 453E.3 ..... 427
No. 354-25 Comiskey Park Phase 2 Redevelopment Project: Preliminary Approval of Plans, Specifications, Form of Contract, and Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost; and Ordering the Advertisement for Bids ..... 427
No. 355-25 Approving an Assignment of the Development Agreement by and Between the City of Dubuque and Franklin Investments, LLC to Franklin Apartments, LLC ..... 428
No. 356-25 Approving an Assignment and Assumption Agreement of the Downtown Rehabilitation Loan Agreement by and between the City of Dubuque, Iowa and Franklin Investments, LLC to Franklin Apartments, LLC for Property At 39 Bluff Street ..... 429
No. 357-25 Approving a Subordination Agreement by and among the City of Dubuque, Iowa, Franklin Apartments, LLC, and Premier Bank for Interest in City Property Located at 39 Bluff Street ..... 429
No. 358-25 Ambassador Court Storm Sewer Replacement Project: Approval of Plans, Specifications, Form of Contract, and Estimated Cost ..... 430
No. 359-25 Approving an Amended and Restated Lease Agreement by and between the City of Dubuque and Pier Pressure Marine IA, Inc. for Real Property in the City of Dubuque, Iowa ..... 430
No. 360-25 Awarding contract for the 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project ..... 431
No. 361-25 Item Pulled from Agenda ..... 432
No. 362-25 Accepting the Eagle Valley, Westbrook, and English Ridge Subdivision Parks Development Project and Authorizing the Payment of the Contract Amount to the Contractor ..... 432
No. 363-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures ..... 434
No. 364-25 Accepting Public Sanitary Sewer Improvements Across Parts of Lots 1-2 and 2-2 of Pizza Ranch Place, in the City of Dubuque, Iowa ..... 434
No. 365-25 Accepting the Tamarack Sanitary Sewer Extension Project ..... 435
No. 366-25 Accepting the Twin Ridge Sanitary Sewer Extension and Lagoon Abandonment Project ..... 435
No. 367-25 Awarding Sustainable Dubuque Grant to the Dubuque Rescue Mission ..... 436
No. 368-25 Awarding Sustainable Dubuque Grant to National Mississippi River Museum and Aquarium ..... 436
No. 369-25 Awarding Sustainable Dubuque Grant to Prescott Elementary School ..... 436
No. 370-25 Awarding Sustainable Dubuque Grant to the Dubuque Area Library Info Consortium ..... 436
No. 371-25 Awarding Sustainable Dubuque Grant to Dubuque Colleges Sustainability Coalition ..... 436
No. 372-25 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits ..... 441
No. 373-25 Approving Applications for Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permits, as Required by Iowa Code 453A.47A and 453E.3 ..... 442
No. 374-25 Eagle Point Water Treatment Plant Roof Rehabilitation Project – Phase 1: Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost ..... 442
No. 375-25 Comiskey Park Phase 2 Redevelopment Project: Approval of Plans, Specifications, Form of Contract, and Estimated Cost ..... 457
No. 376-25 Dubuque Children's Outdoor Bill of Rights Approval and Adoption by City Council ..... 457
No. 377-25 Awarding Public Improvement Contract for the Ambassador Court Storm Sewer Replacement Project ..... 458
No. 378-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures ..... 461
No. 379-25 Approving the Fiscal Year 2025 Urban Renewal Report for the City of Dubuque ..... 462
No. 380-25 Adopting the Fiscal Year 2026 (Program Year 2025) Community Development Block Grant (CDBG) Annual Action Plan Amendment #1 ..... 462
No. 381-25 Retroactively Authorizing the Filing of an Application for the 2026 Dollarwise Innovation Grant with the United States Conference of Mayors ..... 463
No. 382-25 Retroactively Authorizing the Filing of an Application for the Catalyst Fund with Urban Sustainability Directors Network (USDN) ..... 463
No. 383-25 Fixing the Date for a Public Hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and between the City of Dubuque, Iowa and Staver-Muench, LLC, Including the Proposed Issuance of Urban Renewal Tax Increment Revenue Obligations Relating Thereto, and providing for the Publication of Notice Thereof, and set the public hearing for December 15, 2025 ..... 464

No. 384-25 Eagle Point Water Treatment Plant Roof Rehabilitation Project Approval of Plans, Specifications, Form of Contract, and Estimated Cost ..... 465
No. 385-25 Awarding the Public Improvement Construction Contract for the Comiskey Park Phase 2 Redevelopment Project ..... 466
No. 386-25 Authorizing the Chief Financial Officer/City Treasurer to make certain payments of bills that must be paid and approved for payment in accordance with City procedures ..... 480
No. 387-25 Approving the Final Plat of Stockel Acres, in the City of Dubuque, Iowa ..... 481
No. 388-25 Accepting 2025 Maintenance Dredging Project and Authorizing Final Payment to Contractor . 481
No. 389-25 Eagle Point Water Treatment Plant Roof Rehabilitation Project Awarding Public Improvement Construction Contract for the Eagle Point Water Treatment Plan Roof Rehabilitation Project ..... 481
No. 390-25 Authorizing City to Collect Delinquent Grass and Weed Cutting and Garbage Collection Charges in Accordance with Title 6-4-3A and Title 6-8-2 of Code of Ordinances of the City of Dubuque ..... 482
No. 391-25 Approving the Assignment of the Development Agreement by and between the City of Dubuque and CARich Properties, LLC to Rider Lacey Block, LLC ..... 484
No. 392-25 Adopting Supplement No. 2025 S-18 To the Code of Ordinances of the City of Dubuque, Iowa 485
No. 393-25 Approving applications for retail alcohol licenses, as required by City of Dubuque Code of Ordinances Title 4 Business and License Regulations, Chapter 2 Liquor Control, Article B Liquor, Beer and Wine Licenses and Permits ..... 485
No. 394-25 Approving Applications for Retail Tobacco, Tobacco Products, Alternative Nicotine Products, Vapor Products, and Device Permits, as Required by Iowa Code 453A.47A and 453E.3 ..... 486
No. 395-25 of Intent to Dispose of an interest in City of Dubuque Real Estate Located North of Cedar Crest Court pursuant to agreements between the City of Dubuque and JJR Investments, LLC and between the City of Dubuque and BNZ Properties, LLC ..... 486
No. 396-25 Tanglewood Court Storm Sewer Extension Project Preliminary Approval of Plans, Specifications, Form of Contract, and Estimated Cost; Setting Date of Public Hearing on Plans, Specifications, Form of Contract, and Estimated Cost; and Ordering the Advertisement for Bids ..... 487
No. 397-25 Setting a Public Hearing for a Subordination Agreement by and among the City of Dubuque, Iowa, Masterpiece Properties, LLC and Mound City Bank for interest in City Properties Located at 675 and 677 W 3rd Street ..... 488
No. 398-25 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on an assignment of the Development Agreement between the City of Dubuque, Iowa and Westdale Capital Investors 3, LP as successor in interest to Platinum Holdings, LLC to Riddle's Group, Inc., fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on the proposed assignment of the Development Agreement, and providing for the publication of notice thereof ..... 489
No. 399-25 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on an assignment of the Lease Agreement between the City of Dubuque, Iowa and Westdale Capital Investors 3, LP as successor in interest to Platinum Holdings, LLC to Riddle's Group, Inc., fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on the proposed assignment of the Lease Agreement, and Providing for the publication of notice thereof ..... 489
No. 400-25 Fixing the date for a Public Hearing of the City Council of the City of Dubuque, Iowa on a Development Agreement by and between the City of Dubuque, Iowa and Gt Novelty Condos, LLC, including the proposed issuance of Urban Renewal Tax Increment Revenue Obligations relating thereto and providing for the Publication of Notice thereof ..... 490
No. 401-25 Approving a Development Agreement by and between the City of Dubuque, Iowa and Staver-Muench, LLC, including the proposed issuance of Urban Renewal Tax Increment Revenue Obligations .. 493
No. 402-25 Authorizing Execution of Contract for Services between the City of Dubuque and Greater Dubuque Housing Trust Fund ..... 494
No. 403-25 Approving Updated Downtown Rehabilitation Grant Program Guidelines and Amended Downtown Housing Creation Grant Guidelines Version 2025.1 ..... 499
No. 404-25 Approving the Ninth Amendment to the Development Agreement by and between the City of Dubuque, Iowa and Gt Novelty, LLC and Gt Novelty Condos, LLC ..... 500
Resource Enhancement and Protection Program (REAP) ..... 334
Restaurant, Carry-Out ..... 233
Retail Alcohol License Refund ..... 227
Rethwisch, Brandon and Jessica ..... 198, 220
Retirement ..... 173, 196, 197, 377, 479, 500
ReveLuna ..... 413
ReVosWel Truss & Lumber ..... 433
Reynolds, Kim, Governor ..... 246

Ricardo Vega Chacon, Julio ..... 461
Richards House B&B, The ..... 49
Riddle's Group, Inc. ..... 489, 490
Rider Lacey Block, LLC ..... 225, 484
Riedel, Howard ..... 147
Riley, Noah, The Goose, Owner ..... 242
Rising Star ..... 341, 390, 405
Ritual Beauty ..... 198
RMN Lounge LLC ..... 17
Road Use Tax (RUT) ..... 131, 152, 435
Robbins, Jeffrey ..... 45
Robert T. Stafford Disaster Relief and Emergency Assistance Act ..... 411
Robert W. Baird and Co., Inc. ..... 38
Robinson, Trijuana ..... 233
Rokusek, Karen ..... 132
Ronek, Jeff ..... 154
Roof Replacement ..... 224
Roosevelt Middle School ..... 135, 139
Rosalynn Carter Place ..... 408
Rose of Dubuque L.P, The ..... 393
Roses and Berries ..... 172
Ross, Julie ..... 407
RoyalLine Rentals, LLC ..... 412
RSM US, LLP ..... 440
Rubenbauer, Suzanne ..... 147
Runde, Harrison ..... 330, 331
Rupert, Dr. Jeanne, University of Dubuque Medical School Dean ..... 330
Rupp, David ..... 9
Rustic Point Park ..... 151, 199, 259, 345, 367, 386, 393
Ryan, Tami ..... 460

## S

Sabin, Josh, CN Railroad North America ..... 372
Saint Mark Youth Enrichment ..... 135, 141
Saint Vincent De Paul ..... 135
Salary Compensation Study ..... 116
Sale of Certain Real Property ..... 325
Sale of City-owned Real Estate ..... 4, 103, 378, 400
Sandman Homestead ..... 14
Saylor, Amanda ..... 154
Schadl Inc. ..... *See* Mr. Rooter Plumbing
Schauer, Christina, Tri-State Women Warriors ..... 174
Schemel, Bob ..... 479
Schloz, Clark ..... 117, 119, 131, 150, 152, 153, 154, 242, 338, 402, 466
Schmalz Precast Concrete Manufacturing Company ..... 484
Schnoebelen, Jim, Iowa DOT District 6 Engineer ..... 479
School Resource Officers (SROs) ..... 412, 459
Schriver, Korrin and Sean ..... 492
Schueller, Susan ..... 135, 166
Schumacher Pool and Spa LLC ..... 330, 342
Section 8 ..... 163, 220, 426
Seippel Road ..... 32
Senior High School ..... 173, 330, 500
September 11 Commemoration ..... 386
Serve Dubuque Initiative ..... 291, 340, 371
Services Guide ..... 292
Seven (7) Hills Ballroom ..... 177
Seven (7) Hills Brewing Co, LLC ..... 48, 228

Seven Hundred Ninety Nine (799) Main, LLC ..... 225
Sewell, Emily, Gronen Development, Inc. Project Architect ..... 103
Shannon's Bar & Grill ..... 322
Sheets Design Build ..... 168
Shive-Hattery, Inc. ..... 477, 484
Shot Tower Inn ..... 142
Sidewalk Curb Ramp Project ..... 176
Silver Oaks Estates ..... 46
Sister City Committee ..... 292, 500
Sisters of Charity of the Blessed Virgin Mary ..... 390
Sisters of St. Francis ..... 386, 390
Sisters of the Presentation Lightbearers' ..... 405
Sisters of the Presentation of the Blessed Virgin Mary ..... 355, 390
SJR Properties, L.L.C. ..... 31
Slater Appliance ..... 432
Smart Parking & Mobility Management Plan ..... 368
Smith, Amy ..... 1
Smith, Casey, iJAG Manager ..... 165
Smokestack Industries ..... 228
Soat, David ..... 117
Solicitor and Transient Merchant Licenses ..... 192
Sons of American Legion ..... 432, 460
South Pointe Park ..... 244, 349, 425
Southend Tap ..... 344
Southgate Drive Sanitary Sewer Improvement Project ..... 125
Southgate Drive ..... 34, 35, 57, 93, 250
Southwest Arterial ..... 175, 375, 400
Space and Feasibility Study ..... 404
Special Events ..... 495
Special Olympics ..... 8, 29
Sportsters Pub & Grub ..... 99
St. Elias The Prophet Greek Orthodox Church ..... 199
St. Mark Youth Enrichment ..... 292, 331, 333
St. Mark's Early Childhood Center ..... 386
St. Raphael's Cathedral ..... 369
St. Vincent de Paul ..... 137
Staffing ..... 354, 389, 390, 479, 495, 496
Staffing Request
- Administrative Support Professional (Grants) ..... 484
- Budget-Financial Accounting Analyst ..... 2
- City Attorney's Office ..... 376
- Equipment Mechanic ..... 376
- Field Engineering Technician I or II ..... 340
- Fire Department ..... 466
- Full-time Maintenance Technician ..... 132
- Grants Supervisor ..... 484
- Human Resources Employment Specialist ..... 391
- Lead Paint Healthy Homes Inspector ..... 333
- Parking Revenue Collector ..... 484
- Project and Facilities Manager ..... 15

State Legislative Priorities ..... 480
State of Good Repair Project ..... 123
State of Iowa Annual Financial Report ..... 434
State of the City Presentation ..... 405
State Revolving Fund (SRF) ..... 18, 83, 120, 128, 146, 180, 205, 206, 207, 208, 213, 214, 236, 237, 238, 240, 285, 350, 364, 380, 399
Staver, Chris ..... 440, 493
Staver-Muench, LLC ..... 464, 492, 493
Steeple Square ..... 17, 386

Steffen, Shane ..... 412
Stein, Alex ..... 373
Stender, Mark ..... 433, 461
Steve's Ace Home & Garden ..... 17
Stewart, R.R.S. ..... 357, 423
Stipulation of Settlement ..... 44, 84
Stockel Acres ..... 481
Stone Cliff Winery ..... 49, 142, 486
Stormwater Management Program ..... 426
Stovall, Tom ..... 433
Strand Associates, Inc. ..... 125, 373, 379, 412, 484
Strategic Plan ..... 477
Street Financing Report ..... 462
Strungys, Arista, Camiros ..... 356
Sumek, Lyle, Lyle Sumek Associates, Inc. ..... 387, 389
Summers Last Blast ..... 177
Sunflower Enterprises, Inc. ..... 464
Super Stop Stores ..... 204
Surveys ..... 14, 226, 322
Sustainable Dubuque ..... 42, 135, 141, 386, 435, 436, 437, 438
Swagat Indian Cuisine ..... 49, 486
SWAP Grant Program ..... 422
Switch Development at JFK, LLC ..... 124, 202, 204, 234
Switch Homes, LLC ..... 2, 11

## T

T&T Equipment Rental ..... 130
Table Mound MHP, LLC ..... 47, 117
Talent Dubuque ..... 247
Tamarack ..... 435
Tanglewood Court ..... 487
Tariq, Kinde ..... 153
Taste of Dubuque ..... 355
Tax Credits
  Historic Preservation ..... 43, 199, 225, 368
  Low-Income Housing Tax Credits (LIHTC) ..... 147
  Redevelopment ..... 349, 368, 478
  Workforce Housing ..... 189, 215, 377
Tax Increment Financing (TIF) ..... 58, 130, 132, 367, 400, 462
Teamsters Local 120 ..... 246
Terracon ..... 412
Texas Roadhouse ..... 322
Theisen's Warehouse, LLC ..... 4, 15, 44
Then, Ronald ..... 412
THG Consultants (Teri Hawks Goodmann) ..... 85
Thomas Determan Standout Community Organization Pursuing Equity (S.C.O.P.E.) ..... 423
Three M (3M) ..... 244
Tibodeau, Jesse, Iowa Department of Transportation Assistant District Engineer ..... 12, 124, 250, 394
Tim McGraw Concert ..... 369
Tobacco Outlet Plus ..... 204
Top Grade Excavating, Inc. ..... 217, 224, 376, 405, 412, 426, 440
Torfoot Entertainment Group ..... 369
Tour de Give ..... 414
Tow Contract ..... 226
TownePlace Suites by Marriott ..... 486
Track Line ..... 120, 208, 236, 340, 412, 464
Traffic Study ..... 3, 18
Transfer of Roadway Jurisdiction (TOJ) ..... 375

Transit Advisory Board
Membership ..... 36, 54, 211, 231, 253, 327, 337
Minutes ..... 166, 391, 461
Travel Dubuque ..... 29, 30, 151, 197, 198, 330, 369, 385, 405, 478, 500
Tree City USA ..... 14, 484
Trees Forever ..... 151, 251, 355, 369, 386, 405, 422, 432
Tricon General Construction, Inc. ..... 116, 142, 373
Tri-State Independent Blind Society Inc ..... 344
Tri-State Porta Potty Inc ..... 393
Tri-State Wind Symphony ..... 292
Tri-State Women Warriors ..... 479
Tschiggfrie Excavating Co. ..... 2, 84, 93, 124, 171, 250, 334, 347, 376, 425, 426, 435, 464
Twenty-Eight E (28E) Agreement ..... 123
Twin Ridge ..... 435
Two by Two ..... 130

## U

U.S. 61-151 Interchange ..... 95
U.S. Army Corps of Engineers ..... 291
U.S. Bank ..... 425
U.S. Conference of Mayors ..... 29, 292
U.S. Department of Housing and Urban Development (HUD) ..... 33, 78, 122, 200, 253, 376, 393, 463
UMB Bank ..... 63, 69, 74, 425, 434, *See* Dubuque Bank & Trust
Unified Development Code (UDC) ..54, 58, 103, 129, 131, 147, 164, 182, 232, 233, 328, 329, 340, 356, 382, 383, 443, 445, 447, 458, 491, 492
Union at the Marina Apartment Project ..... 371, 406
United Labor Participation ..... 93
United Way ..... 331, 355, 377, 433, 464
Uniti (and its subsidiary McLeod USA Telecommunications Services LLC) ..... 391
Universal Tank Fabrication, Inc. ..... 31
University of Dubuque ..... 247, 330, 385, 405, 433, 445
University of Dubuque Medical School ..... 103, 356
Urban Forester ..... 47
Urban Renewal Plan 2025.1 ..... 52, 101, 104, 149
Urban Renewal Plan 2025.2 ..... 52, 104, 105
Urban Renewal Plan 2025.3 ..... 335, 365
Urban Renewal Plan 2025.4 ..... 336, 366
Urban Revitalization Program ..... 45, 97
Urban Sustainability Directors Network (USDN) ..... 463
USEPA Brownfields Multipurpose Grant ..... 224
Uzel, Paul ..... 255

## V

Valentine Construction Co. ..... 464
Valley Street ..... 142
Vapor City Outlet ..... 204
Vault Restaurant and Cocktail Lounge ..... 99, 322
Vega Chacon, Julio ..... 480
Veterans Freedom Center ..... 479
Veterans Memorial Park ..... 33, 259
Videos ..... 8, 130, 151, 329, 340, 354, 369, 422, 440, 478
Viertel, Alan ..... 342
Viner, Alexander ..... 293
Vinny Vanucchis Little Italy ..... 322
Vintage Estates ..... 60
Virtual Velocity, LLC ..... 101, 128
Viterra USA Grain, LLC ..... 205, 234

Vogt, Don, Former Public Works Director ..... 41
Voices Studios ..... 49
Voss, Genevieve ..... 346
Voss, Kari ..... 182

## W

Wage Compression ..... 339
Wahlert High School ..... 172
Walgreen Stores ..... 204
Waller, Marlene ..... 153
Walmart ..... 204
Walnut Tap Tavern ..... 322
Wanderwood Gardens Project ..... 96
Warehouse Trust, LLC ..... 32, 44, 500
Washington Park ..... 464
Washington, D.C. ..... 81, 218, 292
Washington, D.C. Fly-In Event ..... 197
Washington, Frank ..... 330, 331
Water Quality Report ..... 203
Weaver Castle, LLC ..... 45
Wehrspann, Tammy ..... 154
Wenzel Towing ..... 226, 322
West 32nd Street ..... 202
West 3rd Street, 675 and 677 ..... 488
West 9th Street, 125 ..... 226
West Dubuque Tap ..... 344
Westbrook Park ..... 341, 432
Westdale Capital Investors 3, LP ..... 489
Westminster Presbyterian Church ..... 135, 140
Westphal & Company, Inc. ..... *See* Globalcom Technologies
Wethal, Robert, MercyOne Dubuque ..... 166
Whiskey River ..... 142, 322
White Street ..... 324
White, Jason, Greater Dubuque Development Corporation (GDDC) Vice President of Business Services ..... 385
White, Theresa ..... 219, 220
Whitey Kemp, Bill, East Dubuque Drum and Bugel Corps Commander ..... 117
WHKS & Co ..... 343, 412, 432, 440, 464
Wicked Dame ..... 414
Wicked River ..... 441
Wildflower Kids Dentistry ..... 151
William M Black Dredgeboat ..... 167
Williams, Anne ..... 402
Williams, Brooklyn ..... 103, 242
Williams, Gergory ..... 382
Williams, Lindsey ..... 480
Willis, Danielle, Dubuque Nature Everywhere member ..... 320
Willis, Mathew ..... 121
Willis, Pat ..... 147
Wilson House ..... *See* Locust Street, 1243
Wilson House Apts, LLC ..... 141, 176, 189, 190, 191
Wilson, Emily ..... 129
Wing, Martin ..... 391
Winter Arts Snow Sculpting Festival ..... 81
Wiss, Janney, Elstner Associates, Inc. (WJE) ..... 464
Wood Street ..... 442
Woodman Controls Company ..... 375
Workforce Housing ..... 361, 478
Wozny, Sean, Kimley-Horn ..... 479

## X

Xtreme Clean & Coatings, Schueller Restoration ..... 426

## Y

Yen Ching Restaurant ..... 414
Your Pie ..... 441

## Z

Zoning Advisory Commission
Membership ..... 211, 232, 343
Minutes ..... 9, 42, 95, 121, 174, 219, 249, 342, 373, 391, 433, 480
Zoning Board of Adjustment
Membership ..... 126, 147, 343, 465, 491
Minutes ..... 1, 30, 95, 166, 198, 249, 330, 373, 391, 424, 461
ZTM Sober Living ..... 167

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August 3, 2026

**City of Dubuque**
**City Council**

**CONSENT ITEMS # 9.**

| | |
|---|---|
| **ITEM TITLE:** | Approval of Plat of Survey (Vacation) of a portion of the Main Street and West 7th Street Right of Way to be known as Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa For Vacating Petition - Northeast Iowa Community College (NICC) Building Entrance Improvements Project |
| **SUMMARY:** | City Manager recommending City Council adopt a resolution approving the Plat of Survey (Vacation) of Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa, as part of the Northeast Iowa Community College's construction of its proposed building entrance site improvements at 700 Main Street in Dubuque, Iowa. **RESOLUTION** Approving The Plat Of Survey For Proposed Vacated Street Right Of Way In Part Of City Lot 25A, In The City Of Dubuque, Iowa |
| **SUGGUESTED DISPOSITION:** | Receive and File; Adopt Resolution(s) |

**ATTACHMENTS:**

1. MVM Memo Approval of Plat of Survey (Vacation) of a portion of the Main Street and West 7th Street Right of Way NICC entrance project
2. 1 vacate plat gronen memo approve plat 07242026
3. 2 Resolution Approving Plat vacate nicc 07242026
4. 3 nicc vacation plat signed by leemon

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:** Approval of Plat of Survey (Vacation) of a portion of the Main Street and West 7th Street Right of Way to be known as Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa
For Vacating Petition - Northeast Iowa Community College (NICC) Building Entrance Improvements Project

**DATE:** July 29, 2026

City Engineer Gus Psihoyos is recommending City Council adopt a resolution approving the Plat of Survey (Vacation) of Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa, as part of the Northeast Iowa Community College's construction of its proposed building entrance site improvements at 700 Main Street in Dubuque, Iowa.

The City of Dubuque Development Review Team has finished its review of the construction plans and has issued an approval letter. The agreement states that the right of way property will be sold to NICC for $1,674.00. NICC will also be responsible for all surveying, platting, and publication and filing costs.

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, CE III

THE CITY OF DUBUQUE
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**TO:** Michael C. Van Milligen, City Manager

**FROM:** Gus Psihoyos, City Engineer

**SUBJECT:** Approval of Plat of Survey (Vacation) of a portion of the Main Street and West 7th Street Right of Way to be known as Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa
For Vacating Petition - Northeast Iowa Community College (NICC) Building Entrance Improvements Project

**DATE:** July 24, 2026

## INTRODUCTION

This is in response to a request from Northeast Iowa Community College (NICC) for the vacating of a portion of the Main Street and West 7th Street Right of Way to be known as Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa, as part of the Northeast Iowa Community College's construction of its proposed building entrance site improvements at 700 Main Street in Dubuque, Iowa.

## BACKGROUND

NICC is planning to remodel its existing Dubuque Center campus building at 700 Main Street. The newly remodeled building will house classrooms, conference rooms, labs, and associated facilities. Part of the remodeling plans includes the construction of a new two-story entrance at the southwest corner of the existing building. The proposed two-story entrance improvements will be located partially on what is currently City of Dubuque street right of way easement.

## DISCUSSION

In this area of the original City of Dubuque the adjacent lot owners own to the centerline of the street and the City holds only a right of way easement. Per City Resolution No. 80-26, the City of Dubuque approved an agreement with NICC for the vacation and sale of a portion of the Main Street and West 7th Street right of way. The agreement includes the dedication of fee title (City currently holds an easement) to the adjoining street and alley rights of way, from NICC to the City, followed by the subsequent vacation and disposal of portions of those rights of way from the City to NICC, in order to accommodate the proposed NICC development plans. City staff, including Planning Services, Engineering, and Parks and Recreation met with NICC representatives, reviewed the proposal, and have determined that the right of way area to be vacated is not needed. The proposed vacation of the designated portion of 7th Street is anticipated to have minimal operational or public-access impact. Following completion

of the associated construction activities, sufficient right-of-way will remain to accommodate installation of a standard City-compliant sidewalk. All pedestrian facilities will be rebuilt to conform to applicable City design standards and accessibility requirements. The City of Dubuque Development Review Team has finished its review of the construction plans and has issued an approval letter. The agreement states that the right of way property will be sold to NICC for $1,674.00. NICC will also be responsible for all surveying, platting, and publication and filing costs.

As part of the 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. The attached plat shows the portion of the street right of way area proposed to be vacated and conveyed to NICC to facilitate the construction of its proposed building entrance site improvements. The portion of the street right of way area to be vacated is to be known as Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa. The street right of way areas to be vacated need to be platted. WHKS has prepared the attached vacation plat.

**RECOMMENDATION**

I am recommending that the plat of survey (vacation plat) be approved.

**ACTION TO BE TAKEN**

I respectfully request that the Plat of Survey (Vacation) of Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa, be approved through adoption of the enclosed resolution.

Prepared by Nate Kieffer, PE/PLS, CE III

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**

**RESOLUTION APPROVING THE PLAT OF SURVEY FOR PROPOSED VACATED STREET RIGHT OF WAY IN PART OF CITY LOT 25A, IN THE CITY OF DUBUQUE, IOWA**

Whereas, there has been presented to the City Council of the City of Dubuque, Iowa, a plat dated July 22, 2026 prepared by WHKS, showing the proposed vacated portion of City Lot 25A, in the City of Dubuque, Iowa, said vacated portion to be hereafter known as Lot 25B of Block 11, Dubuque Downtown Plaza, 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 July 22, 2026, prepared by WHKS, 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 _____ day of _____, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

PREPARED BY: JEREMY P. LEEMON L.S. 22650 WHKS & CO., 801 BLUFF ST, SUITE 2C, DUBUQUE, IA 52001 (563) 239-9400

# Plat of Survey (Right-of-Way Vacation Plat)
# Lot 25B of Block 11, Dubuque Downtown Plaza, In The City of Dubuque, Iowa

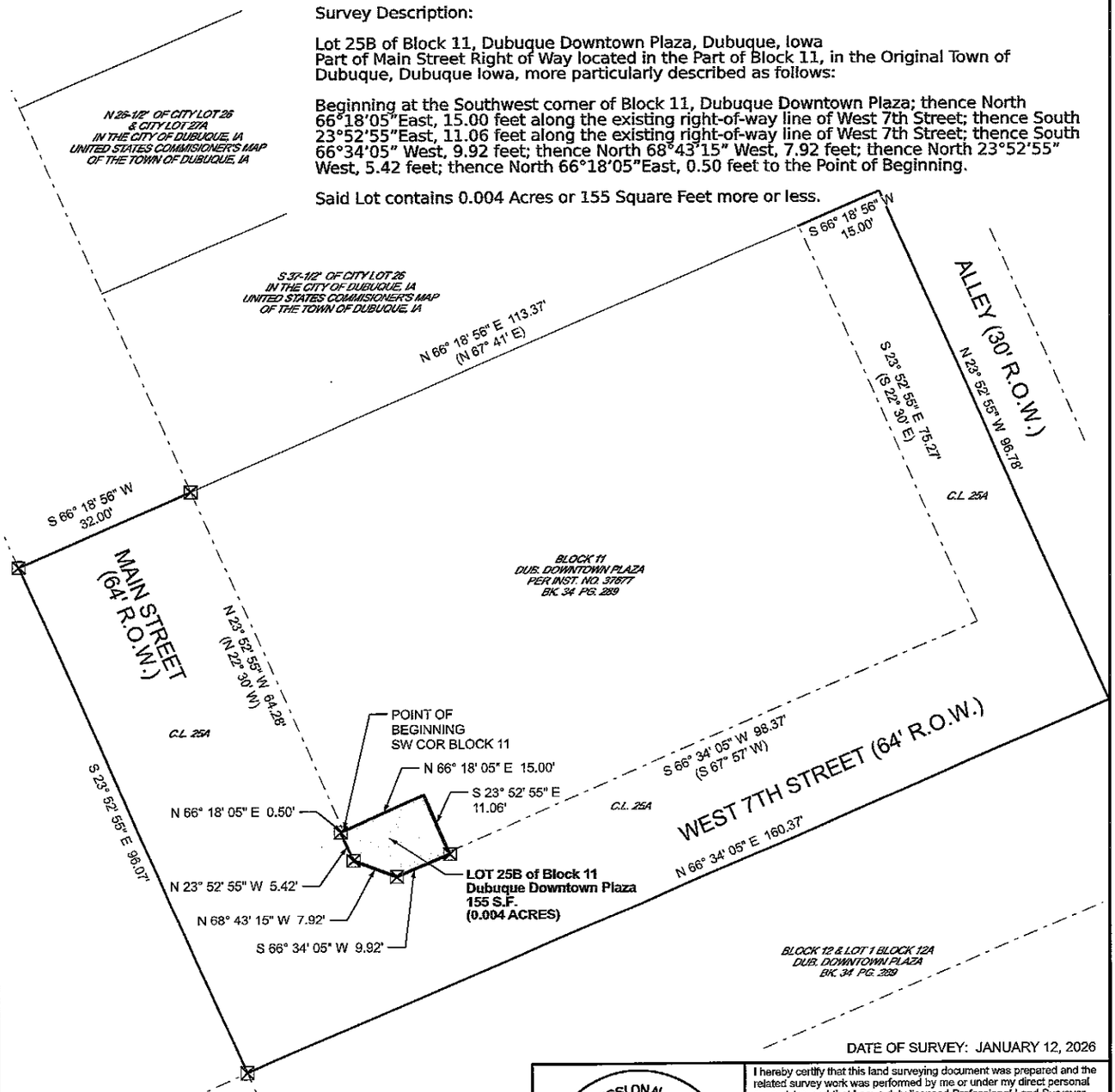
INDEX LEGEND
Location: Block 11
Dubuque Downtown Plaza
City of Dubuque, Iowa
Proprietor: City of Dubuque
Requestor: Northeast Iowa Community College
P.O. Box 400 Hwy 150, Calmar, IA 52132
Surveyor: Jeremy P. Leemon
Company: WHKS & Co.
801 Bluff St, Suite 2C, Dubuque, IA 52001

Survey Description:

Lot 25B of Block 11, Dubuque Downtown Plaza, Dubuque, Iowa
Part of Main Street Right of Way located in the Part of Block 11, in the Original Town of Dubuque, Dubuque Iowa, more particularly described as follows:

Beginning at the Southwest corner of Block 11, Dubuque Downtown Plaza; thence North 66°18'05"East, 15.00 feet along the existing right-of-way line of West 7th Street; thence South 23°52'55"East, 11.06 feet along the existing right-of-way line of West 7th Street; thence South 66°34'05" West, 9.92 feet; thence North 68°43'15" West, 7.92 feet; thence North 23°52'55" West, 5.42 feet; thence North 66°18'05"East, 0.50 feet to the Point of Beginning.

Said Lot contains 0.004 Acres or 155 Square Feet more or less.




DATE OF SURVEY: JANUARY 12, 2026

LICENSED PROFESSIONAL LAND SURVEYOR
JEREMY P. LEEMON 22650
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 Professional Land Surveyor under the laws of the State of Iowa.

JEREMY P. LEEMON, P.L.S. DATE 7-22-26
License Number: 22650
My license renewal date is DECEMBER 31, 2028.
Pages or sheets covered by this seal: 1 of 2

N
0 16 28
FEET

LEGEND
- PLACED MAG NAIL
- PLACED CUT 'X' IN CONC.
- M MEASURED DIMENSION
- (R) RECORDED DIMENSION
- EXISTING R.O.W.
- ROW VACATION BOUNDARY

NOTES:
1. ALL MEASUREMENTS ARE IN US SURVEY FEET
2. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD.

whks
engineers + planners + land surveyors

SHEET 1 OF 1

BASIS OF BEARING IS NAD83(2011) IOWA NORTH ZONE

WHKS PROJECT NO. 10504

## SURVEYOR'S CERTIFICATE

I, Jeremy Leemon, a duly Licensed Land Surveyor authorized to practice 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:

**Part of City Lot 25A City of Dubuque, Iowa,**

This survey was performed for the purpose of vacating a portion of Main Street & West 7th Street and platting said real estate, henceforth to be known as **LOT 25B of Block 11, Dubuque Downtown Plaza** in the City of Dubuque, Iowa. Total Area of **Lot 25B** contains (155 Square Feet). Lot areas are more or less, and 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.

IN WITNESS THEREOF, I have hereunto signed my name and affixed my seal this 15Th day of July, 2026.

whks

Jeremy P. Leemon
Professional Land Surveyor No. 22650
801 Bluff Street
Dubuque, IA 52001
License Renewal Date December 31, 2026

whks
engineers + planners + land surveyors

Project 10504.00

**OWNER'S CONSENT**

Dubuque, Iowa

The foregoing Plat of Survey (Vacation) **CITY LOT 25B of Block 11, Dubuque Downtown Plaza, 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 and all of City Lot 25B lying within Block 11, Dubuque Downtown Plaza, Main Street, West 7th Street, and the Alley, in the City of Dubuque, Iowa to be vacated.

_____
Mayor of the City of Dubuque, IA

_____
Clerk of the City of Dubuque, IA

**NOTARY CERTIFICATE**

STATE OF IOWA )
)ss.
COUNTY OF DUBUQUE )

On this ____ day of _____.A.D. 2026, before me, a Notary Public in and for said State, personally appeared _____, to me known to be the identical person named in and who executed the forgoing instrument and acknowledged that executed the same as a voluntary act and deed.

Witness my hand and Notarial Seal on the date above written.

_____
Notary Public in and for the State of Iowa
My Commission Expires _____

**CITY OF DUBUQUE PLANNING SERVICES**

Dubuque, Iowa _____,2026

The foregoing Plat of Survey (Vacation) of: **CITY LOT 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa,** has been received and reviewed by the City of Dubuque Planning Services Department.

_____
Planning Services Director of Dubuque, Iowa

**CITY OF DUBUQUE, IOWA**

Dubuque, Iowa _____,2026

The undersigned, Brad Cavanagh, Mayor and Adrienne N. Breitfelder, Clerk of the City of Dubuque, Iowa, do hereby certify that the foregoing Plat of Survey (Vacation) of **CITY LOT 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa**, on ____ day of _____, 2026 as resolution #_____ and that the City Council of the City of Dubuque, Iowa approves said plat.

_____
Mayor of the City of Dubuque, Iowa

_____
Clerk of the City of Dubuque, Iowa

**DUBUQUE CITY ASSESSOR**

Dubuque, Iowa _____,2026

The foregoing Plat of Survey (Vacation) of **CITY LOT 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa** is hereby entered of record in the office of the Dubuque City Assessor this ____ day of _____, 2026.

_____
City Assessor of the City of Dubuque, Iowa

**DUBUQUE COUNTY AUDITOR**

Dubuque, Iowa _____,2026

The foregoing Plat of Survey (Vacation) of **CITY LOT 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa,** is hereby entered of record in the office of the Dubuque County Assessor this ____ day of _____, 2026. We approve of the subdivision name or title to be recorded.

_____
County Auditor of Dubuque County, Iowa

**DUBUQUE COUNTY RECORDER**

Dubuque, Iowa _____,2026

The foregoing Plat of Survey (Vacation) of **CITY LOT 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa,** has been received and reviewed by the Dubuque County Recorder.

_____
County Recorder of Dubuque County, Iowa

Copyrighted
August 3, 2026

**City of Dubuque**
**City Council**

**CONSENT ITEMS # 10.**

| | |
|---|---|
| **ITEM TITLE:** | Signed Contracts |
| **SUMMARY:** | Clockwork Partners to provide and service viewing towers at Eagle Point Park; East Central Intergovernmental Association for the EPA FY26 Brownfield Assessment Grant; Eastern Iowa Excavating & Concrete, LLC for the 9th St. Brick Removal and Pave; Eastern Iowa Excavating & Concrete, LLC for the Greyhound Park Water Main Looping Project; EMS Industrial, Inc – Energetics & Badger Electric Motor for Port Ramp Compressor Repairs; F & W Service Company for Inspections on Mechanic Shop Lift; Geograph for Crescent Link Tier 1 Annual Enterprise Site Subscription; HDR Engineering, Inc. for Task Order Nine for the EW Corridor BUILD Grant Support; Kruser Septic Service for WRRC Primary Clarifier Cleaning; Lange Sign Group for the Five Flags Digital Sign Replacement; Leslein Trucking for Lime Residuals (Lime Sludge) Removal, Hauling, Transportation, Storage and Disposal Services 2026; Oak View Group for August 12, 2026 Event; Site Access Agreement with Holy Family Catholic Schools; TSYS Merchant Solutions, LLC for Amended Rates. |
| **SUGGUESTED DISPOSITION:** | Receive and File |

**ATTACHMENTS:**

1. 26_07_15 F and W Short Form General Service Contract Approval
2. 26_07_15 Clock Work Short Form General Service Contract Approval
3. 26_07_17 Request to Sign Contract 9th Street Brick Removal and Pa
4. 26_07_14 Request for Signature Award Contract Greyhound Park Road
5. ECIA Contract
6. 26_07_17 Short Form Vendor Agreement EMS Industrial
7. 26_07_17 Primary Clarifier and Grit Removal Cleaning for June Rai
8. 26_07_21 HDR Task Order 9 EW Corridor BUILD Assistance Agreement (20)
9. 26_07_23 Memo MVM Five Flags Digital Sign Board Replacement (77)
10. 26_07_23 Request to sign Software License and Support Agreement w
11. 26_07_27 Eagle Point WTP Lime Sludge Hauling Award of Contract FY
12. Finalized Agreement

13. Attachment
14. 26_07_28 Request to Sign Site Access Agreement btwn City and Holy

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City of Dubuque
PARKS & RECREATION Department
2200 BUNKER HILL RD
(address)
Dubuque, IA 52001
Phone # 563-589-4317

**CITY OF DUBUQUE, IOWA**
**SHORT FORM**
**VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

(Vendor) at F & W SERVICE COMPANY
(Vendor Name)
665 51ST ST MARION, IOWA 52302
(Vendor Address - City and State)

**PROJECT TITLE:** INSPECTIONS ON MECHANIC SHOP LIFT
(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**VENDOR AGREES:**

1. To furnish all material and equipment and to perform all labor necessary for:
INSPECTIONS FOR LIFT AT MECHANIC SHOP

The work described above shall be completed at the following location(s):
VARIOUS PARKS & RECREATION CITY LOCATIONS

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following **WHERE APPLICABLE**:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal**;
- **Plans and Specifications**;
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A)**; and
- **INSURANCE – Please include one applicable Insurance Schedule:**
  - **Insurance Schedule F for General Artisan or Trade Contractors or Subcontractors (Exhibit B)**
  - **Insurance Schedule G for Vendors (Exhibit C)**
  - **Insurance Schedule J for Professional Services (Exhibit D)**

Check Appropriate Box

☐ Insurance Schedule F – General Artisan or Trade Contractors or Subcontractors

☑ Insurance Schedule G – Vendors

☐ Insurance Schedule J – Professional Services

- Other: _____

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.

4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.

5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.

6. The Vendor shall fully complete the Project under this Contract on or before JUNE 30, 2027 (date)

7. Indemnification; Liability for City Damage

A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or

anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.

8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule as indicated above and attached hereto.

9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.

10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.

11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.

12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

**THE CITY AGREES:**

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT $ 600.00

**CITY OF DUBUQUE, IOWA**

By: [signature] 07/16/2026
Date

**VENDOR:**

F & W Servcice Company Inc
Company Name

By: [signature] 7/8/26
Signature Date

Stacey Youngblut
Printed Name

Office Manager
Title

## EXHIBIT A

## TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.

2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.

3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.

5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.

6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.

7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.

8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.

9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.

11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery

## EXHIBIT A

## TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.

2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.

3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.

5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.

6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.

7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.

8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.

9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.

11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery

hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.

12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.

13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.

14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

## EXHIBIT C

## INSURANCE SCHEDULE G

1. Vendor shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the contract commencement. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Vendor Service Agreement dated _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.

5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The service provider must identify or list in writing all deviations and exclusions from the ISO form.

8. If vendor's limits of liability are higher than the required minimum limits then the vendor's limits shall be this agreement's required limits.

9. Vendor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Vendor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Vendor.

10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.

11. All certificates of insurance must include agents name, phone number, and email address.

12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

**EXHIBIT I**

**A) COMMERCIAL GENERAL LIABILITY**

| | |
|---|---|
| General Aggregate Limit | $2,000,000 |
| Products-Completed Operations Aggregate Limit | $1,000,000 |
| Personal and Advertising Injury Limit | $1,000,000 |
| Each Occurrence | $1,000,000 |
| Fire Damage Limit (any one occurrence) | $50,000 |
| Medical Payments | $5,000 |

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
6) Policy shall include Waiver of Right to Recover from Others endorsement.
7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

**B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY**

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

| | | |
|---|---|---|
| Coverage A | Statutory—State of Iowa | |
| Coverage B | Employers Liability | |
| | Each Accident | $100,000 |
| | Each Employee-Disease | $100,000 |
| | Policy Limit-Disease | $500,000 |

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

**OR**

If, by Iowa Code Section 85.1A, the Vendor is not required to purchase Workers' Compensation Insurance, the Vendor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

**C) POLLUTION LIABILITY**

Coverage required: ___ Yes ___ No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution product and completed operations coverage shall also be covered.

| | |
|---|---|
| Each Occurrence | $2,000,000 |
| Policy Aggregate | $4,000,000 |

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37(competed operations).
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include waiver of right to recovery from others endorsement.

**D) PROFESSIONAL LIABILITY** $1,000,000

Coverage required: ___ Yes ___ No

If the required policy provides claims-made coverage:

1) The Retroactive Date must be shown and must be before the date of the agreement.
2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

**E) CYBER LIABILITY/BREACH** $1,000,000

Coverage required: ___ Yes ___ No

Coverage for First and Third Party breach liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

**F) UMBRELLA/EXCESS** $1,000,000

Coverage required: ___ Yes ___ No

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

## PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

# SPECIMEN

**(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)**

## EXHIBIT D

## INSURANCE SCHEDULE J

1. _____ 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.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/14/2026

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 | CONTACT NAME: | |
|---|---|---|
| The Accel Group LLC<br>301 Oak Ridge Circle<br>Waverly IA 50677 | PHONE (A/C, No, Ext): 319-365-8611 | FAX (A/C, No): 319-365-6919 |
| | E-MAIL ADDRESS: Certs@acceladvantage.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Firemans Ins Co of Washington DC | 21784 |
| INSURED F&WSERV-01<br>F & W Service Company, Inc<br>665 51st St<br>Marion IA 52302 | INSURER B : Union Insurance Company | 25844 |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 1095548946 **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 | |
|---|---|---|---|---|---|---|---|---|
| B | X COMMERCIAL GENERAL LIABILITY | Y | Y | CPA3327227-21 | 7/1/2026 | 7/1/2027 | EACH OCCURRENCE | $1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $300,000 |
| | | | | | | | 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 LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | CPA3327227-21 | 7/1/2026 | 7/1/2027 | COMBINED SINGLE LIMIT (Ea accident) | $1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | X UMBRELLA LIAB X OCCUR | | | CPA3327227-21 | 7/1/2026 | 7/1/2027 | EACH OCCURRENCE | $1,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $1,000,000 |
| | DED X RETENTION $ 0 | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | WCA3327248-21 | 7/1/2026 | 7/1/2027 | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y | N/A | | | | | E.L. EACH ACCIDENT | $500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $500,000 |
| | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BRIAN YOUNGBLUT is excluded from Workers' Compensation and Employers' Liability Insurance.
Certificate Holder in Full: 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 (as per written contract). Certificate Holder is an Additional Insured on the above General Liability with respect to Ongoing and Completed Operations on a Primary and Noncontributory Basis per form CLGA0492(10/18) attached. A Waiver of Subrogation applies in favor of the Certificate Holder on the above General Liability per form CLGA0492(10/18) attached. Commercial Umbrella follows form over the General Liability and Employers Liability (Workers Compensation) policies per form CX0001 (04/13).

**CERTIFICATE HOLDER**

City of Dubuque Finance Department
50 West 13th Street
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

Roger Batt

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# GENERAL LIABILITY ULTRA PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SUMMARY OF COVERAGE EXTENSIONS**

| Provision | Name Of Coverage Extension | Included or Limit of Insurance |
|---|---|---|
| **A.** | Miscellaneous Additional Insureds | Included |
| **B.** | Expected Or Intended Injury Or Damage | Included |
| **C.** | Knowledge Of Occurrence | Included |
| **D.** | Legal Liability – Damage To Premises Rented To You (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems) | $300,000 |
| **E.** | Medical Payments | See Declarations |
| **F.** | Mobile Equipment Redefined | Included |
| **G.** | Newly Formed Or Acquired Organization, Partnership Or Limited Liability Company And Extended Period Of Coverage | Included |
| **H.** | Who Is An Insured – Amendment | Included |
| **I.** | Non-Owned Watercraft (Increased to maximum length of less than 51 feet) | Included |
| **J.** | Supplementary Payments – Increased Limits | |
| | **1.** Bail Bonds | $ 3,000 |
| | **2.** Loss Of Earnings | $ 1,000 |
| **K.** | Unintentional Omission Or Unintentional Error In Disclosure | Included |
| **L.** | Waiver Of Transfer Of Rights Of Recovery Against Others | Included |
| **M.** | Liberalization Clause | Included |
| **N.** | Incidental Medical Malpractice | Included |

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided.

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

## A. MISCELLANEOUS ADDITIONAL INSUREDS

**1. Section II – Who Is An Insured** is amended to include as an insured any person or organization (referred to as an additional insured below) described in Paragraphs **A.1.c.(1)** through **A.1.c.(9)** below when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, provided that:

**a.** The written contract or written agreement is:

**(1)** Currently in effect or becoming effective during the term of this policy; and

**(2)** Fully executed by you and the additional insured prior to the "bodily

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injury", "property damage" or "personal and advertising injury".

**b.** The insurance afforded by this provision does not apply to any person or organization included as an additional insured by a separate endorsement issued by us and made a part of this policy or coverage part.

**c.** Only the following persons or organizations are additional insureds under this provision, with coverage for such additional insureds limited as provided herein:

**(1) Persons or Organizations For Whom Operations Are Performed**

**(a)** Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured to your policy; and

**(b)** Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph **(a)** above.

**(c)** Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

**(i)** Your acts or omissions; or

**(ii)** The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

**(d)** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

**(i)** "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

**(1.1)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

**(1.2)** Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

**(ii)** "Bodily injury" or "property damage" occurring after:

**(1.1)** All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

**(1.2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**(2) Managers Or Lessors Of Premises**

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to

you and subject to the following additional exclusions:

This insurance does not apply to:

**(a)** Any "occurrence" which takes place after you cease to be a tenant in that premises.

**(b)** Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**(3) Mortgagee, Assignee Or Receiver**

A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a covered premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**(4) Owners Or Other Interests From Whom Land Has Been Leased**

An owner or other interest from whom land has been leased to you but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

**(a)** Any "occurrence" which takes place after you cease to lease that land.

**(b)** Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**(5) Lessor Of Leased Equipment**

Any person(s) or organization(s) from whom you lease equipment but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**(6) State, Municipality, Governmental Agency Or Subdivision Or Other Political Subdivision – Permits Or Authorizations Relating To Premises**

Any state, municipality, governmental agency or subdivision or other political subdivision subject to the following additional provisions:

**(a)** This insurance applies only with respect to:

**(I)** The following hazards for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

**(1.1)** The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

**(1.2)** The construction, erection or removal of elevators; or

**(1.3)** The ownership, maintenance or use of any elevators covered by this insurance.

**(II)** Operations performed by you or on your behalf for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization.

**(b)** This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality, governmental agency or subdivision or other political subdivision.

**(7) Controlling Interest**

Any person(s) or organization(s) with a controlling interest in the Named Insured but only with respect to their liability arising out of:

**(a)** Their financial control of you; or

**(b)** Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such person(s) or organization(s).

**(8) Co-Owner Of Insured Premises**

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owner's liability as co-owner of such premises.

**(9) Vendors**

**(a)** Any person(s) or organization(s) (referred to as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

**(i)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;

**(ii)** Any express warranty unauthorized by you;

**(iii)** Any physical or chemical change in the product made intentionally by the vendor;

**(iv)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

**(v)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

**(vi)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

**(vii)** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

**(viii)** "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

**(1.1)** The exceptions contained in Sub-paragraphs **(iv)** or **(vi)**; or

**(1.2)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make

in the usual course of business, in connection with the distribution or sale of the products.

**(b)** This insurance does not apply to any insured person or organization, from whom you have acquired products, or any ingredient, part or container, entering into, accompanying or containing such products.

**2.** With respect to coverage provided by this Provision **A. Miscellaneous Additional Insureds**, the following additional provisions apply:

**a.** Any insurance provided to an additional insured designated under Paragraphs **A.1.c.(1)** through **A.1.c.(8)** above does not apply:

**(1)** To "bodily injury" or "property damage" included within the "products-completed operations hazard"; or

**(2)** To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

**b.** The insurance afforded to such additional insured only applies to the extent permitted by law.

**c.** The insurance afforded to such additional insured will not be broader than that which you are required to provide by the written contract or written agreement.

**3.** With respect to the insurance afforded to the additional insureds within this Provision **A. Miscellaneous Additional Insureds**, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

**a.** Required by the written contract or written agreement; or

**b.** Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

**B. EXPECTED OR INTENDED INJURY OR DAMAGE**

Exclusion **2.a. Expected Or Intended Injury** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

**a. Expected Or Intended Injury Or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**C. KNOWLEDGE OF OCCURRENCE**

Paragraph **2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

**a.** You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim only when the "occurrence" or offense is known to:

**(1)** You, if you are an individual;

**(2)** A partner, if you are a partnership;

**(3)** A manager, if you are a limited liability company; or

**(4)** An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

To the extent possible, notice should include:

**(i)** How, when and where the "occurrence" or offense took place;

**(ii)** The names and addresses of any injured persons and witnesses; and

**(iii)** The nature and location of any injury or damage arising out of the "occurrence" or offense.

**D. LEGAL LIABILITY – DAMAGE TO PREMISES RENTED TO YOU (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)**

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

**1.** Under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, the last paragraph (after the exclusions) is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance**.

2. The paragraph immediately after Subparagraph **j.(6)** of Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

   Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance.**

3. Paragraph **6.** of **Section III – Limits Of Insurance** is deleted and replaced by the following:

   **6.** Subject to Paragraph **5.** above, the greater of:

   **a.** $300,000; or

   **b.** The Damage To Premises Rented To You Limit shown in the Declarations,

   is the most we will pay under **Coverage A** for damages because of "property damage" to premises while rented to you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

   This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, "smoke", leakage from automatic fire protective systems, or other covered causes of loss or any combination thereof.

4. Subparagraph **b.(1)(a)(ii)** of Paragraph **4. Other Insurance** of **Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

   **(ii)** That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner;

5. Subparagraph **a.** of Definition **9.** "Insured contract" of **Section V – Definitions** is deleted and replaced by the following:

   **a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

6. As used in this Provision **D. Legal Liability – Damage To Premises Rented To You:**

   "Smoke" does not include smoke from agricultural smudging, industrial operations or "hostile fire".

**E. MEDICAL PAYMENTS**

The Medical Expense Limit is changed, subject to the terms of **Section III – Limits Of Insurance**, to the Medical Expense Limit shown in the Declarations.

**F. MOBILE EQUIPMENT REDEFINED**

Subparagraph **f.(1)** of Definition **12.** "Mobile equipment" of **Section V – Definitions** is deleted and replaced by the following:

**(1)** Equipment with a gross vehicle weight of 1,000 pounds or more and designed primarily for:

**(a)** Snow removal;

**(b)** Road maintenance, but not construction or resurfacing; or

**(c)** Street cleaning;

**G. NEWLY FORMED OR ACQUIRED ORGANIZATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY AND EXTENDED PERIOD OF COVERAGE**

Paragraph **3.** of **Section II – Who Is An Insured** is deleted and replaced by the following:

3. Any organization you newly acquire or form, other than a joint venture, and over which you maintain ownership or:

   **a.** Majority interest of more than 50% if you are a corporation;

   **b.** Majority interest of more than 50% as a general partner of a newly acquired or formed partnership; and/or

**c.** Majority interest of more than 50% as an owner of a newly acquired or formed limited liability company;

will qualify as a Named Insured if there is no other similar insurance available to that organization. However, for these organizations:

**(i)** Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, partnership or limited liability company, or the end of the policy period, whichever is earlier;

**(ii)** **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, partnership or limited liability company;

**(iii)** **Section I – Coverage B – Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization, partnership or limited liability company;

**(iv)** Coverage applies only when operations of the newly acquired organization, partnership or limited liability company are the same or similar to the operations of insureds already covered under this insurance;

**(v)** Coverage only applies for those limited liability companies who have established a date of formation as recorded within the filed state articles of organization, certificates of formation or certificates of organization; and

**(vi)** Coverage only applies for those partnerships who have established a date of formation as recorded within a written partnership agreement or partnership certificate.

**H. WHO IS AN INSURED – AMENDMENT**

The last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any:

**a.** Current partnership or limited liability company, unless otherwise provided for under Paragraph **3.** of **Section II – Who Is An Insured**;

**b.** Current joint venture; or

**c.** Past partnership, joint venture or limited liability company;

that is not shown as a Named Insured in the Declarations.

**I. NON-OWNED WATERCRAFT**

Subparagraph **(2)** of **Exclusion 2.g. Aircraft, Auto Or Watercraft** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

**(2)** A watercraft you do not own that is:

**(a)** Less than 51 feet long; and

**(b)** Not being used to carry persons or property for a charge.

**J. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

**Section I – Supplementary Payments – Coverages A And B** is changed as follows:

**1.** The limit shown in Paragraph **1.b.** for the cost of bail bonds is changed from $250 to $3,000; and

**2.** The limit shown in Paragraph **1.d.** for loss of earnings because of time off from work is changed from $250 a day to $1,000 a day.

**K. UNINTENTIONAL OMISSION OR UNINTENTIONAL ERROR IN DISCLOSURE**

The following provision is added to Paragraph **6. Representations** of **Section IV – Commercial General Liability Conditions**:

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

**L. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS**

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Commercial General Liability Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products-completed operations hazard" when you have agreed in a written contract or written agreement that any right of recovery is waived for such person or organization. This waiver applies only to the

person(s) or organization(s) agreed to in the written contract or written agreement and is subject to those provisions.

This waiver does not apply unless the written contract or written agreement has been executed prior to the "bodily injury" or "property damage".

However, if any person or organization is separately scheduled on a separate waiver of transfer of rights of recovery which is attached to this policy, then this waiver does not apply.

**M. LIBERALIZATION CLAUSE**

The following is added to **Section IV – Commercial General Liability Conditions:**

If we adopt a mandatory attachment form change which broadens coverage under this edition of the Commercial General Liability CG0001 for no additional charge, and those changes are intended to apply to all insureds under this edition of CG0001, that change will automatically apply to your insurance as of the date we implement the change in your state. This liberalization clause does not apply to changes implemented through introduction of a subsequent edition of the Commercial General Liability form CG0001.

**N. INCIDENTAL MEDICAL MALPRACTICE**

1. Paragraph **2.a.(1)(d)** of **Section II – Who Is An Insured** does not apply to a physician, nurse practitioner, physician assistant, nurse, emergency medical technician or paramedic employed by you if you are not in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
2. This provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow Paragraph **4.b.** of **Section IV – Commercial General Liability Conditions**.

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007•2012•2013 2017★2019

City of Dubuque
PARKS& RECREATION Department
2200 BUNKER HILL RD
(address)
Dubuque, IA 52001
Phone # 563-589-4317

**CITY OF DUBUQUE, IOWA**
**SHORT FORM**
**VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

(Vendor) at CLOCKWORK PARTNERS
(Vendor Name)
275 EAST AVE EAST NORWALK, CT 06855
(Vendor Address - City and State)

**PROJECT TITLE:** PROVIDE AND SERVICE VIEWING TOWERS AT EAGLE POINT PARK
(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**VENDOR AGREES:**

1. To furnish all material and equipment and to perform all labor necessary for:
VIEWING TOWERS AT EAGLE POINT PARK

The work described above shall be completed at the following location(s):
EAGLE POINT PARK

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following **WHERE APPLICABLE**:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal**;
- **Plans and Specifications**;
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A)**; and
- **INSURANCE – Please include one applicable Insurance Schedule:**
  - **Insurance Schedule F for General Artisan or Trade Contractors or Subcontractors (Exhibit B)**
  - **Insurance Schedule G for Vendors (Exhibit C)**
  - **Insurance Schedule J for Professional Services (Exhibit D)**

  Check Appropriate Box

  ☐ Insurance Schedule F – General Artisan or Trade Contractors or Subcontractors

  ☑ Insurance Schedule G – Vendors

  ☐ Insurance Schedule J – Professional Services
- Other: _____

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.

4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.

5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.

6. The Vendor shall fully complete the Project under this Contract on or before JUNE 30, 2027 (date)

7. Indemnification; Liability for City Damage

   A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or

anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.

8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule as indicated above and attached hereto.

9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.

10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.

11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.

12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

**THE CITY AGREES:**

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT $ 520.00

**CITY OF DUBUQUE, IOWA**

By: _____ 07/16/2026
Date

**VENDOR:**

Clockwork Partners LLC
Company Name

By: _____ 7/12026
Signature Date

Dominic Puglisi
Printed Name

Co-Owner
Title

## EXHIBIT A

## TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.

2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.

3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.

5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.

6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.

7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.

8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.

9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.

11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery

hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.

12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.

13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.

14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

## EXHIBIT C

## INSURANCE SCHEDULE G

1. Vendor shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the contract commencement. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Vendor Service Agreement dated _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.

5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The service provider must identify or list in writing all deviations and exclusions from the ISO form.

8. If vendor's limits of liability are higher than the required minimum limits then the vendor's limits shall be this agreement's required limits.

9. Vendor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Vendor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Vendor.

10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.

11. All certificates of insurance must include agents name, phone number, and email address.

12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

**EXHIBIT I**

**A) COMMERCIAL GENERAL LIABILITY**

| | |
|---|---|
| General Aggregate Limit | $2,000,000 |
| Products-Completed Operations Aggregate Limit | $1,000,000 |
| Personal and Advertising Injury Limit | $1,000,000 |
| Each Occurrence | $1,000,000 |
| Fire Damage Limit (any one occurrence) | $50,000 |
| Medical Payments | $5,000 |

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
6) Policy shall include Waiver of Right to Recover from Others endorsement.
7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

**B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY**

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

| | | |
|---|---|---|
| Coverage A | Statutory—State of Iowa | |
| Coverage B | Employers Liability | |
| | Each Accident | $100,000 |
| | Each Employee-Disease | $100,000 |
| | Policy Limit-Disease | $500,000 |

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

**OR**

If, by Iowa Code Section 85.1A, the Vendor is not required to purchase Workers' Compensation Insurance, the Vendor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

**C) POLLUTION LIABILITY**

Coverage required: ___ Yes ___ No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution product and completed operations coverage shall also be covered.

| | |
|---|---|
| Each Occurrence | $2,000,000 |
| Policy Aggregate | $4,000,000 |

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37(competed operations).
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include waiver of right to recovery from others endorsement.

**D) PROFESSIONAL LIABILITY** $1,000,000

Coverage required: ___ Yes ___ No

If the required policy provides claims-made coverage:

1) The Retroactive Date must be shown and must be before the date of the agreement.
2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

**E) CYBER LIABILITY/BREACH** $1,000,000

Coverage required: ___ Yes ___ No

Coverage for First and Third Party breach liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

**F) UMBRELLA/EXCESS** $1,000,000

Coverage required: ___ Yes ___ No

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque as an additional insured on your insurance as is requested by this Insurance Schedule may result in your waiver of those immunities. If you would like to preserve those immunities, please use this endorsement or an equivalent form. The preservation of immunities is for your benefit.

## PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

# SPECIMEN

**(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)**

CLOCPAR-01 SSALEM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/14/2026

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
Rose Insurance Agency LLC
350 Center Rock Green
Suite 1
Oxford, CT 06478

CONTACT NAME:
PHONE (A/C, No, Ext): (203) 735-9591 FAX (A/C, No): (203) 735-1915
E-MAIL ADDRESS: info@roseinsurancect.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Selective of South Carolina | 19259 |
| INSURER B : Property And Casualty Insurance Company Of Hartford | 34690 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Clockwork Partners LLC
275 East Avenue
Norwalk, CT 06855

**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 | | | | | | EACH OCCURRENCE | $ | 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | X | S 2674037 | 6/25/2026 | 6/25/2027 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ | 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ | 15,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ | 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ | 3,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ | 3,000,000 |
| | OTHER: | | | | | | | $ | |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ | 1,000,000 |
| | X ANY AUTO | X | X | S 2674037 | 6/25/2026 | 6/25/2027 | 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 | $ | 2,000,000 |
| | EXCESS LIAB CLAIMS-MADE | X | X | S 2674037 | 6/25/2026 | 6/25/2027 | AGGREGATE | $ | 2,000,000 |
| | DED RETENTION $ | | | | | | | $ | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | X PER STATUTE OTH-ER | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A | | X | 31WECBU2EUL | 6/25/2026 | 6/25/2027 | 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 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Dubuque including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers are additional insured on a primary and non-contributory basis for both ongoing and completed operations as required with written contract. Waiver of subrogation applies in favor of the additional insured. 30 day notice of cancellation included.

**CERTIFICATE HOLDER**

City of Dubuque
Finance Department
50 West 13th Street
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

ACORD 25 (2016/03)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

**Policy Number:** 31 WEC BU2EUL **Endorsement Number:**
**Effective Date:** 06/25/26 Effective hour is the same as stated on the Information Page of the policy.
**Named Insured and Address:** Clockwork Partners LLC
275 EAST AVE
NORWALK CT 06855

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by _____
Authorized Representative

**Form WC 00 03 13** Printed in U.S.A.
**Process Date:** 05/16/26 **Policy Expiration Date:** 06/25/27

# ElitePac®
# General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
**CG 73 00 04 25**

## SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.


| DESCRIPTION | PAGE FOUND |
|---|---|
| Additional Insureds — Primary and Non-Contributory Provision | Page 8 |
| Blanket Additional Insureds — As Required By Contract | Page 5 |
| • Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors)<br>• Lessors of Leased Equipment<br>• Managers or Lessors of Premises<br>• Mortgagees, Assignees and Receivers<br>• Any Other person or organization other than a joint venture<br>• Grantors of Permits | |
| Broad Form Vendors Coverage | Page 7 |
| Damage To Premises Rented To You (Including Fire, Lightning or Explosion) | Page 3 |
| Electronic Data Liability ($100,000) | Page 4 |
| Employee Definition Amended | Page 9 |
| Employees As Insureds Modified | Page 5 |
| Employer's Liability Exclusion Amended (Not applicable in New York) | Page 3 |
| Incidental Malpractice Exclusion modified | Page 7 |
| Knowledge of Occurrence, Claim, Suit or Loss | Page 7 |
| Liberalization Clause | Page 8 |
| Mental Anguish Amendment (Not applicable to New York) | Page 9 |
| Newly Formed or Acquired Organizations | Page 5 |
| Non-Owned Aircraft | Page 3 |
| Non-Owned Watercraft (under 60 feet) | Page 3 |
| Not-for-profit Members — as additional insureds | Page 5 |
| Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York) | Page 8 |
| Products Amendment (Medical Payments) | Page 4 |
| Supplementary Payments Amended — Bail Bonds ($5,000) and Loss of Earnings ($1,000) | Page 4 |
| Two or More Coverage Parts or Policies Issued By Us | Page 8 |
| Unintentional Failure to Disclose Hazards | Page 8 |
| Waiver of Transfer of Rights of Recovery (subrogation) | Page 8 |
| When Two or More Coverage Parts of this Policy Apply to a Loss | Page 3 |


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# ElitePac®
# General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
**CG 73 00 04 25**

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, **if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss,** coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

40000FS 2674037 202

**COVERAGES — Amendments**

**SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**EXCLUSIONS**

**Employer's Liability Amendment**

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion also does not apply to any "temporary worker".

**Non-Owned Aircraft, Auto or Watercraft**

**A.** Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

**(2)** A watercraft you do not own that is:

**(a)** Less than 26 feet long and not being used to carry persons or property for a charge; or

**(b)** At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS.**

**B.** The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion does not apply to:

**(6)** Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS.**

**Damage To Premises Rented to You**

**A.** The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III — LIMITS OF INSURANCE.**

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B. Paragraph **6.** under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

**6.** Subject to Paragraph **5.** above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph **a.** of Definition **9.** "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

**a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

**Electronic Data Liability**

A. Exclusion **p. Electronic Data** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,** Paragraph **2. Exclusions** is deleted in its entirety and replaced by the following:

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of:

**(1)** "Bodily injury"; or

**(2)** Loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that results from physical injury to tangible property.

The exception in the paragraph above does not apply to claims for damages because of "bodily injury", "property damage", notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

B. The following paragraph is added to **SECTION III — LIMITS OF INSURANCE:**

Subject to the Each Occurrence Limit in Paragraph **5.**, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of $100,000.

**SECTION I — COVERAGE C MEDICAL PAYMENTS**

**EXCLUSIONS**

**Any Insured Amendment**

Exclusion **a. Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

**a. Any Insured**

To any insured.

This exclusion does not apply to:

**(1)** "Not-for-profit members";

**(2)** "Golfing facility" members who are not paid a fee, salary, or other compensation; or

**(3)** "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

**Product Amendment**

Exclusion **f. Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

**SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B**

**Expenses For Bail Bonds And Loss Of Earnings**

A. Subparagraph **1.b.** under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

**b.** Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

40000FS 2674037 203

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B. Subparagraph **1.d.** under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

**d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

**SECTION II — WHO IS AN INSURED — Amendments**

**Not-for-Profit Organization Members**

The following paragraph is added to **SECTION II — WHO IS AN INSURED:**

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

**Employees As Insureds Modified**

A. Subparagraph **2.a.(1)(a)** under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".

B. Subparagraph **2.a.(2)** under **SECTION II — WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".

C. Subparagraph **2.a.(1)(d)** under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph **(1)** of Exclusion **2. e. Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

**Newly Formed Or Acquired Organizations**

A. Subparagraph **3.a.** under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

**a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. The following paragraph is added to **SECTION II — WHO IS AN INSURED,** Paragraph **3:**

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY**, Paragraph **4. Other Insurance,** Subparagraph **b. Excess Insurance:**

The insurance provided by this provision, **Newly Formed or Acquired Organizations,** is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

**Blanket Additional Insureds — As Required By Contract**

A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:

1. **Owners, Lessees or Contractors/Architects, Engineers and Surveyors**

**a.** Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

**b.** Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **a.** above:

40000FS 2674037 204

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Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

**(1)** Your acts or omissions; or

**(2)** The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph **a.**, above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

**(1)** The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

**(2)** Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **a.** above are completed.

**2. Other Additional Insureds**

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

**a. Lessors of Leased Equipment**

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**b. Managers or Lessors of Premises**

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

**c. Mortgagees, Assignees or Receivers**

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

**d. Any Person or Organization Other Than A Joint Venture**

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

**e. State or Governmental Agency or Political Subdivision — Permits or Authorizations**

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

**(1)** Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

**(2)** The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

40000FS 2674037 205

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(a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or

ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **2.b.** through **2.d.**, this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**B.** The insurance coverage afforded to the additional insureds in this coverage extension:

1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
2. Only applies to the extent permitted by law; and.
3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

**Broad Form Vendors Coverage**

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or

f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

**Incidental Malpractice**

Subparagraph **2.a.(1)(d)** under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

**(d)** Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

**SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments**

**Knowledge Of Occurrence, Claim, Suit Or Loss**

The following is added to Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

40000FS 2674037 206

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The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

**Primary and Non-Contributory Provision**

The following is added to Paragraph **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

**(1)** The additional insured is a Named Insured under such other insurance; and

**(2)** You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**Unintentional Failure To Disclose Hazards**

The following is added to Paragraph **6. Representations** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

**Waiver Of Transfer Of Rights Of Recovery**

The following is added to Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or
2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and
3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

**Liberalization**

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**Two or More Coverage Parts or Policies Issued By Us**

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

**SECTION V — DEFINITIONS**

**Discrimination**

(This provision does not apply in New York).

**A.** The following is added to Definition **14.** "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
   a. The insured; or
   b. Anyone considered an insured under **SECTION II — WHO IS AN INSURED;**
2. Not done intentionally to cause harm to another person.

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3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
4. Not arising out of any "advertisement" by the insured.

**B.** The following definition is added to **SECTION V — DEFINITIONS:**

"Discrimination" means:

**a.** Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

**b.** Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or

**c.** Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

**Electronic Data**

The following definition is added to **SECTION V — DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition **17.** "Property damage" is deleted in its entirety and replaced by the following:

**17.** "Property damage" means:

**a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

**b.** Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

**Employee Amendment**

Definition **5.** "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

**5.** "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

**Golfing Facility**

The following definition is added to **SECTION V — DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

**Mental Anguish Amendment**

(This provision does not apply in New York).

Definition **3.** "Bodily injury" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

**3.** "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

**Not-for-profit Member**

The following definition is added to **SECTION V — DEFINITIONS:**

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

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THE CITY OF DUBUQUE
*Masterpiece on the Mississippi*

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007★2012★2013 2017★2019

**TO:** Michael C. Van Milligen, City Manager

**FROM:** Gus Psihoyos, City Engineer

**DATE:** July 17, 2026

**RE:** Request to Sign Contract – 9th Street Brick Removal and Pave Project

Attached is the short Form Public Improvement Contract between the City of Dubuque and Eastern Iowa Excavating & Concrete, LLC of Cascade, IA for the 9th Street Brick Removal and Pave Project. The project will occur on 9th Street between White Street and Jackson Street.

It would be appreciated if you would execute the attached document related to this project. Please return it to the Engineering office for further processing.

Attach.
cc: Kerry Bradley, Eng. Dept.

THE CITY OF DUBUQUE
Masterpiece on the Mississippi

Dubuque All-America City 2007•2012•2013 2017★2019

City of Dubuque
Engineering Department
50 W. 13th St.
(address)
Dubuque, IA 52001
Phone # 563-581-8657

**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

Eastern Iowa Excavating and Concrete, LLC (Contractor) at
(Contractor Name)
121 Nixon St SE - Cascade, IA 52033
(Contractor's Address - City and State)

**PROJECT TITLE:** 9th St Brick Removal and Pave
(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:
the 9th St Brick Removal and Pave Project according to the contract documents.

The work described above shall be completed at the following location(s):
e. 9th St between White St and Jackson St

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 September 30th, 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: $ 29,833.90

**CITY OF DUBUQUE, IOWA**

By: _____ 07/17/2026
Date

**CONTRACTOR:**

Eastern Iowa Excavating and Concrete, LLC
Company Name

By: _____ 7-6-26
Signature Date

Chad Demmer
Printed Name

Owner
Title

## EXHIBIT A

## CONSENT DECREE
## RELATING TO THE
## CITY OF DUBUQUE, IOWA
## WATER & RESOURCE RECOVERY CENTER
## AND
## SEWER COLLECTION SYSTEM

**NO CONTRACTOR OR CONSULTANT MAY PERFORM ANY WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SEWER CONNECTION SYSTEM UNLESS A SIGNED COPY OF THIS DOCUMENT IS RETURNED TO THE CITY OF DUBUQUE ENGINEERING DEPARTMENT**

The City of Dubuque, Iowa has entered into a Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action No. Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa. The provisions of the Consent Decree apply to and are binding upon the City and its officers, directors, employees, agents, servants, successors, assigns, and all persons, firms and corporations under contract with the City to perform the obligations of the Consent Decree.

The City is required to provide a copy of the Consent Decree to any contractor or consultant retained to perform work required by the Consent Decree.

A copy of the Consent Decree can be found at http://www.cityofdubuque.org/DocumentCenter/Home/View/3173. A paper copy is available upon request from the City of Dubuque Engineering Department.

The City must condition any contract to perform work required under the Consent Decree upon performance of the work in conformity with the provisions of the Consent Decree.

The Consent Decree also provides that until five years after the termination of the Consent Decree, the City shall retain, and shall instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention requirement shall apply regardless of any contrary City, corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States or the State, the City shall provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of the information-retention period, the City shall notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to such requirements and, upon request by the United States or the State, the City shall deliver any such documents, records, or other information to the EPA or IDNR.

**Certification by Contractor or Consultant**

The undersigned, on behalf of the Contractor or Consultant, with full authority to act on behalf of the Contractor or Consultant, certifies to the City of Dubuque as follows:

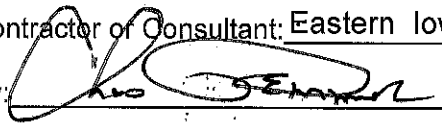
1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action No. Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.

2. All work performed will be in conformity with the provisions of the Consent Decree.

3. All documents, reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.

The Contractor or Consultant agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's or Consultant's failure to comply with the Consent Decree.

Contractor or Consultant: Eastern Iowa Excavating & Concrete, LLC

By: 

Its: Owner

Date: 7-6-2026

Return signed copy to:

Engineering Department
50 W. 13th Street
Dubuque IA 52001

Bond Number: 101880168

# EXHIBIT B

## PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Eastern Iowa Excavating and Concrete, LLC, as Principal (hereinafter the "Contractor" or "Principal") and Merchants National Bonding, Inc., 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 twenty nine thousand eight hundred thirty three and ninety cents dollars ($29,833.90), 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 24 day of June, 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 9th St Brick Removal and Pave Project detail the following described improvements:

Remove existing bricks and pavement, place engineering fabric, place subbase, reinforcing bars, then pave.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the project, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

2. PAYMENT: The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference

is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

   A. To remedy any and all defects that may develop in or result from work to be performed under the Contract Documents within the period of two (2) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship, equipment installed, or materials used in construction of said work;

   B. To keep all work in continuous good repair; and

   C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

   Contractor's and Surety's Contract herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

   A. To consent without notice to any extension of time authorized in approved change orders to the Contractor in which to perform the Contract;

   B. To consent without notice to any change in the Contract or Contract Documents, authorized in approved change orders which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase;

   C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the agreed damage penalty is being charged against the Contractor.

The Contractor and every Surety on the Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

   D. That no provision of this Bond or of any other contract shall be valid that limits to less than five (5) years after the acceptance of the work under the Contract the right to sue on this Bond.

   E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner

will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed one hundred twenty-five percent (125%) of the penal sum of this Bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Dubuque County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Owner, by law. The Owner may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. 5521000019-301

Witness our hands, this 7th day of July, 2026.

**SURETY COUNTERSIGNED BY:**

**Not Required**

Signature of Agent

Printed Name of Agent

Company Address

City, State, Zip Code

Company Telephone Number

**PRINCIPAL:**

**Eastern Iowa Excavating & Concrete, L.C.**

Contractor

By: _____
Signature

Chad Demmer
Printed Name

Owner
Title

**FORM APPROVED BY:**

Michael Van Milligen

Representative for Owner

**SURETY:**

**Merchants National Bonding, Inc.**

Surety Company

By: _____

Signature Attorney-in-Fact Officer

**Jamie Gifford, Attorney-in-Fact & IA 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

MERCHANTS BONDING COMPANY™

# POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alissa Cahalan; Anne Crowner; Ashlea McCaughey; Austin Muehlschlegel; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Colby D White; Connor Oberg; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jenni Marino; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Kristine M Becks; Lindsey Minutillo; Mark R DeWitt; Mark Sweigart; Melinda C Blodgett; Michelle Morrison; Michelle R Gruis; Nathan Weaver; Nicole Stillings; R C Bowman; Ryan Olivia E Lundy; Sandra M Engstrum; Sara Huston; Sarah C Brown; Seth Rooker; Taylor Fogle; Ted Jorgensen; Tim McCulloh; Todd Bengford; Zach Fuller

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of March , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933 (MUTUAL)
MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003
MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

**MERCHANTS BONDING COMPANY (MUTUAL)**
**MERCHANTS NATIONAL BONDING, INC.**
**MERCHANTS NATIONAL INDEMNITY COMPANY**

By Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.
On this 2nd day of March 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
**Penni Miller**
Commission Number 787952
My Commission Expires
January 20, 2027

*Notary Public*

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this **7th** day of **July** , **2026** .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933
MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003
MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

*Secretary*

POA 0018 (5/25)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/7/2026

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<br>AssuredPartners Great Plains, LLC<br>PO Box 759<br>501 Bell Street, Suite 401<br>Dubuque IA 52004-0759<br>License#: 1001000272 | CONTACT NAME: Jena Wilwert<br>PHONE (A/C, No, Ext): 563-556-0272 FAX (A/C, No): 563-585-2790<br>E-MAIL ADDRESS: jena.wilwert@assuredpartners.com |
| INSURED<br>Eastern Iowa Excavating & Concrete LLC<br>Cascade Storage Facility LLC<br>121 Nixon St SE, PO Box 189<br>Cascade IA 52033-0189<br>EASTIOW-04 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A: Selective Insurance Company of America — 12572<br>INSURER B: NorthStone Insurance Company — 13045<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F: |

**COVERAGES** **CERTIFICATE NUMBER:** 352895270 **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<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [X] LOC<br>OTHER: | Y | Y | S 2499092 | 4/1/2026 | 4/1/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 500,000<br>$ 15,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>X HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>X NON-OWNED AUTOS ONLY | Y | Y | S 2499092 | 4/1/2026 | 4/1/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 0 | Y | Y | S 2499092 | 4/1/2026 | 4/1/2027 | EACH OCCURRENCE<br>AGGREGATE | $ 10,000,000<br>$ 10,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | Y | WCN6013390 | 4/1/2026 | 4/1/2027 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 500,000<br>$ 500,000<br>$ 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project #5521000019-301 - 9th Street Brick Removal and Pave

City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers are listed as an additional insured on the general liability. Governmental Immunities and ongoing & completed operations per endorsement CG7980. Coverage is on a primary and non-contributory basis, as provided by CG7300. Completed and Ongoing Operations coverage is provided by endorsement G7988. Fellow Employee Exclusion has been deleted with limitations. Waiver of Subrogation is included on the general liability, auto liability and workers compensation as provided by CG7300, CA7809 and WC000313. Policies include 30 Day Notice of Cancellation with 10 Day Notice for non-payment of premium.

**CERTIFICATE HOLDER**

City of Dubuque - Engineering Dept
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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# ElitePac®
# General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
**CG 73 00 04 25**

## SUMMARY OF COVERAGES (including Index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3 through 9) for changes affecting your insurance protection.


| DESCRIPTION | PAGE FOUND |
|---|---|
| Additional Insureds — Primary and Non-Contributory Provision | Page 8 |
| Blanket Additional Insureds — As Required By Contract | Page 5 |
| • Owners, Lessees or Contractors (Includes Architects, Engineers or Surveyors) | |
| • Lessors of Leased Equipment | |
| • Managers or Lessors of Premises | |
| • Mortgagees, Assignees and Receivers | |
| • Any Other person or organization other than a joint venture | |
| • Grantors of Permits | |
| Broad Form Vendors Coverage | Page 7 |
| Damage To Premises Rented To You (Including Fire, Lightning or Explosion) | Page 3 |
| Electronic Data Liability ($100,000) | Page 4 |
| Employee Definition Amended | Page 9 |
| Employees As Insureds Modified | Page 5 |
| Employer's Liability Exclusion Amended (Not applicable in New York) | Page 3 |
| Incidental Malpractice Exclusion modified | Page 7 |
| Knowledge of Occurrence, Claim, Suit or Loss | Page 7 |
| Liberalization Clause | Page 8 |
| Mental Anguish Amendment (Not applicable to New York) | Page 9 |
| Newly Formed or Acquired Organizations | Page 5 |
| Non-Owned Aircraft | Page 3 |
| Non-Owned Watercraft (under 60 feet) | Page 3 |
| Not-for-profit Members — as additional insureds | Page 5 |
| Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York) | Page 8 |
| Products Amendment (Medical Payments) | Page 4 |
| Supplementary Payments Amended — Bail Bonds ($5,000) and Loss of Earnings ($1,000) | Page 4 |
| Two or More Coverage Parts or Policies Issued By Us | Page 8 |
| Unintentional Failure to Disclose Hazards | Page 8 |
| Waiver of Transfer of Rights of Recovery (subrogation) | Page 8 |
| When Two or More Coverage Parts of this Policy Apply to a Loss | Page 3 |


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# ElitePac®
# General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
**CG 73 00 04 25**

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, **if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss,** coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

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**COVERAGES — Amendments**

**SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

**EXCLUSIONS**

**Employer's Liability Amendment**

(This provision is not applicable in the State of New York).

The following is added to Exclusion **e. Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion also does not apply to any "temporary worker".

**Non-Owned Aircraft, Auto or Watercraft**

**A.** Paragraph **(2)** of Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

**(2)** A watercraft you do not own that is:

**(a)** Less than 26 feet long and not being used to carry persons or property for a charge; or

**(b)** At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS.**

**B.** The following is added to Exclusion **g. Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion does not apply to:

**(6)** Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS.**

**Damage To Premises Rented to You**

**A.** The last paragraph of Paragraph **2. Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions **c. through n.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III — LIMITS OF INSURANCE.**

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B. Paragraph **6.** under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

**6.** Subject to Paragraph **5.** above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph **a.** of Definition **9.** "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

**a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

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**Electronic Data Liability**

A. Exclusion **p. Electronic Data** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph **2. Exclusions** is deleted in its entirety and replaced by the following:

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of:

**(1)** "Bodily injury"; or

**(2)** Loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that results from physical injury to tangible property.

The exception in the paragraph above does not apply to claims for damages because of "bodily injury", "property damage", notification costs, credit or identity monitoring expenses, forensic expenses, public relations expenses, data restoration expenses, extortion expenses or any other similar cost or expense incurred by you or others arising out of a "cyber incident".

B. The following paragraph is added to **SECTION III — LIMITS OF INSURANCE:**

Subject to the Each Occurrence Limit in Paragraph **5.**, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of $100,000.

**SECTION I — COVERAGE C MEDICAL PAYMENTS**

**EXCLUSIONS**

**Any Insured Amendment**

Exclusion **a. Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

**a. Any Insured**

To any insured.

This exclusion does not apply to:

**(1)** "Not-for-profit members";

**(2)** "Golfing facility" members who are not paid a fee, salary, or other compensation; or

**(3)** "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

**Product Amendment**

Exclusion **f. Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

**SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B**

**Expenses For Bail Bonds And Loss Of Earnings**

A. Subparagraph **1.b.** under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

**b.** Up to $5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

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B. Subparagraph **1.d.** under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

**SECTION II — WHO IS AN INSURED — Amendments**

**Not-for-Profit Organization Members**

The following paragraph is added to **SECTION II — WHO IS AN INSURED:**

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

**Employees As Insureds Modified**

A. Subparagraph **2.a.(1)(a)** under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".

B. Subparagraph **2.a.(2)** under **SECTION II — WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".

C. Subparagraph **2.a.(1)(d)** under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion **2. e. Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

**Newly Formed Or Acquired Organizations**

A. Subparagraph **3.a.** under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. The following paragraph is added to **SECTION II — WHO IS AN INSURED,** Paragraph **3:**

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations,** the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY,** Paragraph **4. Other Insurance,** Subparagraph **b. Excess Insurance:**

The insurance provided by this provision, **Newly Formed or Acquired Organizations,** is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

**Blanket Additional Insureds — As Required By Contract**

A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:

1. **Owners, Lessees or Contractors/Architects, Engineers and Surveyors**

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **a.** above;

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Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph a., above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

(2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph a. above are completed.

**2. Other Additional Insureds**

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

**a. Lessors of Leased Equipment**

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**b. Managers or Lessors of Premises**

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

**c. Mortgagees, Assignees or Receivers**

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

**d. Any Person or Organization Other Than A Joint Venture**

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

**e. State or Governmental Agency or Political Subdivision — Permits or Authorizations**

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

(1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

(2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

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(a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or

ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs **2.b.** through **2.d.**, this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**B.** The insurance coverage afforded to the additional insureds in this coverage extension:

1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
2. Only applies to the extent permitted by law; and
3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

**Broad Form Vendors Coverage**

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or

f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

**Incidental Malpractice**

Subparagraph **2.a.(1)(d)** under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

**(d)** Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

**SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments**

**Knowledge Of Occurrence, Claim, Suit Or Loss**

The following is added to Paragraph **2. Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

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The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

**Primary and Non-Contributory Provision**

The following is added to Paragraph **4. Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**Unintentional Failure To Disclose Hazards**

The following is added to Paragraph **6. Representations** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

**Waiver Of Transfer Of Rights Of Recovery**

The following is added to Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or
2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and
3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

**Liberalization**

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**Two or More Coverage Parts or Policies Issued By Us**

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

**SECTION V — DEFINITIONS**

**Discrimination**

(This provision does not apply in New York).

A. The following is added to Definition **14.** "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
   a. The insured; or
   b. Anyone considered an insured under **SECTION II — WHO IS AN INSURED;**
2. Not done intentionally to cause harm to another person.

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3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V — DEFINITIONS:**

"Discrimination" means:

a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or

c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

**Electronic Data**

The following definition is added to **SECTION V — DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition **17.** "Property damage" is deleted in its entirety and replaced by the following:

**17.** "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

**Employee Amendment**

Definition **5.** "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

**5.** "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

**Golfing Facility**

The following definition is added to **SECTION V — DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

**Mental Anguish Amendment**

(This provision does not apply in New York).

Definition **3.** "Bodily injury" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

**3.** "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

**Not-for-profit Member**

The following definition is added to **SECTION V — DEFINITIONS:**

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

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# IOWA GOVERNMENTAL IMMUNITY ENDORSEMENT

POLICY NUMBER: S 2499092

COMMERCIAL GENERAL LIABILITY
CG 79 80 04 11

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name of Additional Insured Organization | Mailing Address |
|---|---|
| CITY OF CEDAR RAPIDS | 500 15TH AVE SW<br>CEDAR RAPIDS, IA 52404 |

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**A. SECTION II — WHO IS AN INSURED** is amended to include as an additional insured the organization shown on the Schedule, but only with respect to:

1. Liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured.
2. Liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for the additional insured and included in the "products and completed operations hazard".

**B.** With respect to insurance provided to the additional insured shown in the Schedule, Paragraph **a.** of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance** is deleted in its entirety and replaced with the following:

**c. Primary and Non-Contributory To Other Insurance**

This insurance is primary and will not seek contribution from any other insurance of the additional insured except when Paragraph **b.** of the **Other Insurance** provision applies. This paragraph does not apply to other insurance to which the additional insured organization has been added as an additional insured.

**C. Governmental Immunity**

With respect to insurance provided to the additional insured shown on the Schedule, the following conditions are added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**Non-Waiver of Governmental Immunity**

The inclusion of the additional insured shown on the Schedule does not waive any of the defenses of governmental immunity available to the additional insured under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

**Claims Coverage**

The insurance provided by this policy shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

**Assertion of Governmental Immunity**

The additional insured shown on the Schedule shall be responsible for asserting any defense of governmental immunity, may do so at any time and shall do so upon our timely written request. Nothing contained in this endorsement shall prevent us from asserting the defense of governmental immunity on behalf of the additional insured shown on the Schedule.

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**Non-Denial of Coverage**

We shall not deny coverage under this policy nor shall we deny any of the rights and benefits accruing to the additional insured shown on the Schedule under this policy for reasons of governmental immunity unless a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the additional insured shown on the Schedule.

**No Other Change in Policy**

We and the additional insured shown on the Schedule agree that the preservation of governmental immunities provided above shall not otherwise change or alter the coverage available under this policy.

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# Contracting, Installation, Service and Repair General Liability Extended ElitePac® Endorsement

COMMERCIAL GENERAL LIABILITY
**CG 79 88 10 23**

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

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**A. BLANKET ADDITIONAL INSUREDS**

**1. Ongoing Operations**

**SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:

a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

If the written contract, written agreement, or written permit requires the additional insured be added with respect to liability arising out of your ongoing operations, or requires coverage for the additional insured to be included by the use of ISO's Additional Insured - Owners, Lessees or Contractors - Scheduled Person Or Organization endorsement CG 20 10 10-01 edition or its equivalent, such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed under that contract, agreement, or permit.

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of your ongoing operations, or requires coverage for the additional insured to be included by the use of ISO's Additional Insured - Owners, Lessees or Contractors - Scheduled Person Or Organization endorsement CG 20 10 07-04 (or subsequent) edition or its equivalent, then such person or organization is an additional insured only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your ongoing operations performed under that contract, agreement, or permit.

**2. Completed Operations**

**SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:

a. Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph **1.** above;

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If the written contract, written agreement, or written permit requires the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", or requires coverage for the additional insured to be included by the use of ISO's Additional Insured - Owners, Lessees or Contractors - Completed Operations endorsement CG 20 37 10-01 edition or its equivalent, such person or organization is an additional insured only with respect to their liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", or requires coverage for the additional insured to be included by the use of ISO's Additional Insured - Owners, Lessees or Contractors - Completed Operations endorsement CG 20 37 07-04 (or subsequent) edition or its equivalent, then such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

3. The insurance afforded to the additional insureds in Paragraphs **1.** and **2.** above:
   a. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury";
   b. Only applies to the extent permitted by law; and
   c. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

4. **Exclusions**
   a. With respect to the insurance afforded to additional insureds under **a. Ongoing Operations** the following is added to **2. Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

      This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" occurring after:

      (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

      (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

   b. With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations**, the following is added to **2. Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

      This insurance does not apply to:

      "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

      (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

      (2) Supervisory, inspection, architectural or engineering activities.

5. **Conditions**

   With respect to the insurance afforded to these additional insureds under **a. Ongoing Operations** and **b. Completed Operations** the following is added to Paragraph **4. Other Insurance, a. Primary Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

   This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

   a. The additional insured is a Named Insured under such other insurance; and

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b. You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**B. PROPERTY DAMAGE CARE, CUSTODY OR CONTROL**

1. The following is added to **Exclusion j.** under **SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

   Paragraphs **(4)** and **(5)** of this exclusion do not apply for the limited purpose of providing the coverage and sub-limits of liability as set forth below.

   We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to:

   a. Personal property, including keys, in the care, custody or control of an insured; and

   b. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

   The most we will pay under **a.** and **b.** above in any one "occurrence" or for all damages during any one policy period is a sub-limit of $100,000.

   These limits are included in and not in addition to the Limits of Insurance shown in the Declarations of the Commercial General Liability Policy.

   Our right and duty to defend the insured against any "suit" for damages under **a.** and **b.** above ends when we have used up the applicable sub-limit of liability in the payment of judgments or settlements under it.

2. With respect this provision only, the following is added to Definition **17.** under **SECTION V — DEFINITIONS:**

   "Property damage" also includes adjustment of locks to fit new keys or the cost of new locks, including their installation, when replacing keys covered in Paragraph **1.(a)** above provided that such "property damage" is not a result of any dishonest act on the part of any insured, or the insured's employees or agents, whether acting alone or in collusion.

**C. OTHER INSURANCE AMENDMENT — SUPPLEMENTAL COVERAGE FOR INSURED'S INVOLVEMENT IN A CONTROLLED (WRAP-UP) INSURANCE PROGRAM**

1. The following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **4. Other Insurance b. Excess Insurance (1)(a):**

   (v) That is covered by a "controlled (wrap-up) insurance program" in which you are enrolled for your ongoing operations or operations included within the "products-completed operations hazard", unless such "controlled (wrap-up) insurance program" is specifically excluded from coverage on this policy.

2. The following is added to **SECTION V — DEFINITIONS:**

   "Controlled (wrap-up) insurance program" means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

**D. FELLOW EMPLOYEE EXTENSION**

Under **SECTION II — WHO IS AN INSURED** Paragraphs **2.a.** and **2.a. (1)** are replaced by the following:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for "bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services.

With respect to this provision only, Subparagraph **(1)** of Exclusion **2. e. Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

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**E. CONTRACTUAL LIABILITY (RAILROADS)**

**Definition 9.** under **SECTION V — DEFINITIONS** is amended as follows:

1. Paragraph **c.** is deleted in its entirety and replaced by the following:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** is deleted in its entirety.

**F. CONTRACTUAL LIABILITY AMENDMENT — (PERSONAL AND ADVERTISING INJURY)**

If it is required in a written contract, written agreement or written permit with the insured that any contractual liability exclusion for personal injury be removed from the policy, then Exclusion **e. Contractual Liability** under **COVERAGE B PERSONAL AND ADVERTISING INJURY, 2. Exclusions** is deleted in its entirety and replaced by the following:

**e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement arising out of an "advertisement". This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement".

**G. WAIVER OF GOVERNMENTAL IMMUNITY**

We will waive, both in the adjustment of claims and in the defense of "suits" against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

**H. DAMAGE TO PREMISES RENTED TO YOU**

The Limit of Insurance for Damage To Premises Rented To You is increased to $1,000,000.

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# ElitePac®
# Commercial Automobile Extension

COMMERCIAL AUTO
**CA 78 09 04 24**

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

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**AMENDMENT TO SECTION I - COVERED AUTOS COVERAGES AND SECTION II - COVERED AUTOS LIABILITY COVERAGE**

If this policy provides Auto Liability coverage for Owned Autos, the following extension is applicable:

**EMPLOYEE OWNED AUTOS - BUSINESS USE**

Solely for purposes of the coverage extended by this endorsement:

**A.** The following is added to **SECTION I, A. Description of Covered Auto Designation Symbols:**

Coverage symbols 1, 2, 3, 4, 5, 6 and 7 are amended to include the following:

Any "auto" owned by an "employee" specifically described on the Declarations page or on file with us when issued on a non-specified "auto" basis is considered an "auto" you own and not a covered "auto" you hire, borrow or lease; and

**B.** The following is added to **SECTION II, A.1. Who Is An Insured:**

An "employee" who is the owner of a specifically described "auto" on the Declarations page or on file with us when issued on a non-specified "auto" basis is an "insured".

If the "employee" owned "auto" is used:

1. Without your permission;
2. Outside the scope of any policies and procedures your business has for acceptable vehicle usage;
3. For any purpose other than the conduct of your business; or
4. By anyone other than the "employee" who owns the "auto", except another "employee",

the limits of liability available to the "employee" or anyone other than a named "insured" under all coverages shall be limited to the higher of:

1. $250,000; or
2. The compulsory or financial responsibility law limits where the "auto" is licensed and principally garaged.

**AMENDMENTS TO SECTION II - LIABILITY COVERAGE**

**A.** If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

**NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

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**EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS**

Paragraphs **(2)** and **(4)** of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

**(2)** Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.

**(4)** All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

**EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT**

The following is added to **SECTION II, B.4. - Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

**FELLOW EMPLOYEE COVERAGE**

The **Fellow Employee** Exclusion, **SECTION II, B.5.** - is deleted in its entirety.

**CARE, CUSTODY OR CONTROL AMENDMENT**

The following is added to **SECTION II, B.6. - Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

**B.** If this policy provides Auto Liability coverage for Owned Autos, Non-Owned Autos or Hired Autos, the following extensions are applicable accordingly:

**LIMITED LIABILITY COMPANIES**

The following is added to **SECTION II, A.1. - Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

**BLANKET ADDITIONAL INSUREDS - As Required By Contract**

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on the Business Auto Coverage Part on your policy is an additional "insured", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and
3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

**C.** If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

**EMPLOYEES AS INSUREDS**

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

**AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE**

For those covered "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage shown in the Declaration, the following extensions of coverage are applicable:

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**TOWING AND LABOR**

**SECTION III, A.2. - Towing** is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the applicable Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus", "Light Truck" or any commercial "auto" with a gross vehicle weight rating or gross combination weight greater than 10,000 pounds is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

Coverage for towing and labor costs afforded by any other endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

**GLASS BREAKAGE DEDUCTIBLE**

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

00000FS 2729536 322

**ADDITIONAL TRANSPORTATION EXPENSES**

**SECTION III, A.4.a. - Transportation Expenses** is deleted in its entirety and replaced with the following:

We will pay up to the Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in Paragraphs **1.** or **2.** below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during a period of time reasonably required to repair or replace the covered "auto", even if that time period extends beyond the policy expiration date.

   Paragraph **2.** of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

   The 24 hour waiting period found on any other form endorsed onto the Auto Coverage part does not apply for any covered Rental Reimbursement "loss".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

**HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown on the Declarations; however, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
   (a) The operational safety of the vehicle might otherwise be impaired;
   (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
   (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed covered "auto" our obligation to pay each applicable "loss" will be reduced by the hired "auto" deductible on this policy. If there is no hired "auto" coverage symbol 8 for physical damage coverage on the policy, our obligation to pay for each "loss" will be reduced by the deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to any "loss" caused by fire or lightning.

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**SECTION IV, B.5. Other Insurance** Condition, Paragraph **5.b.** is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

**HIRED AUTO LOSS OF USE COVERAGE**

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions:**

We will pay expenses for which you are legally responsible to pay for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident". The per day limit in the Business Auto Coverage form does not apply and the most we will pay per "accident" is the Limit of Insurance shown on the ElitePac Schedule.

Loss of Use Expense limits afforded by any endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac form.

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

**AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)**

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions:**

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
   a. Overdue or any deferred lease/loan payments at the time of "loss";
   b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
   c. Security deposits not refunded by the lessor or financial institution;
   d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
   e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

The insurance provided by this coverage provision is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

**PERSONAL EFFECTS**

The following is added to **SECTION III, A.4. - Coverage Extensions:**

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

**AIRBAG COVERAGE**

The following is added to **SECTION III, B.3.a. - Exclusions:**

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

**EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE**

**SECTION III, B.4. - Exclusions**

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:
   a. Permanently installed in or upon the covered "auto" at the time of the "loss";

00000FS 2729538 323

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b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";

c. Designed to be solely operated by use of power from the "auto's" electrical system; or

d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of $50 shall apply, unless the deductible otherwise applicable to such equipment is less than $50, at which point the lower deductible, if any, will apply.

**COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE**

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

00000FS 2729538 324

**PHYSICAL DAMAGE LIMIT OF INSURANCE**

**SECTION III, C. - Limit Of Insurance** is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

**GREEN AUTOMOBILE REPLACEMENT COVERAGE**

In the event of a total "loss" to an owned "auto" that is a "gasoline powered auto" for which Comprehensive, Specified Causes of Loss, or Collision coverage applies, Physical Damage coverage will be amended as follows:

If the owned "gasoline powered auto" is replaced by you with a "green auto", we will pay an additional 10% of the "gasoline powered auto's" actual cash value up to a maximum of $3,000, provided the "auto" is replaced and a copy of a bill of sale or new lease agreement is received by us within 60 calendar days of the date of the "loss".

Regardless of the number of "autos" deemed a total loss, the most we will pay under this coverage extension for any one "loss" is $10,000.

**AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS**

**DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

However, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

**WAIVER OF SUBROGATION**

**SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us** is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

**MULTIPLE DEDUCTIBLES**

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

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**CONCEALMENT, MISREPRESENTATION OR FRAUD**

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

**POLICY PERIOD, COVERAGE TERRITORY**

**SECTION IV, B.7. - Policy Period, Coverage Territory** is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

**a.** During the policy period shown in the Declarations; and

**b.** Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

**TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES**

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

**AMENDMENTS TO SECTION V - DEFINITIONS**

**BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)**

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

**ADDITIONS TO SECTION V - DEFINITIONS**

**COVERAGE TERRITORY**

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph **2.** above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

**GASOLINE POWERED AUTO**

An "auto" that is designed to be solely powered by petroleum-based fuel.

**GREEN AUTO**

An "auto" that is designed to be powered by both petroleum-based fuel and electric power; or solely by electricity or any other renewable energy source.

**LIGHT TRUCK**

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

**PRIVATE PASSENGER AUTO**

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

00000FS 2729538 325

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## SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

## TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

## VOLUNTEER WORKER

"Volunteer worker" means a person who is not your "employee" and who donates their work and acts at the direction of you and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

00000FS 2729538 326

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## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

| State | Description |
|---|---|
| IA | Any party with whom the insured agrees to waive subrogation in a written contract. |

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective Date: Policy Number: Endorsement No.:

Insured Name: Premium:

Insurance Company:

Countersigned by



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# PUBLIC IMPROVEMENT CONTRACT

SECTION 00500

THIS IMPROVEMENT CONTRACT (the Contract), dated for reference purposes the 22nd day of June, 2026 between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and Eastern Iowa Excavating & Concrete, LLC (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 Greyhound Park Water Main Looping Project.

2. CONTRACT DOCUMENTS
   A. The Contract Documents consist of the following, as applicable:
      1. Project Title Page
      2. Project Directory Page
      3. This Contract
      4. Performance, Payment, and Maintenance Bond
      5. Out-of-State Contractor Bond
      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 Project Contract Document Manual.
      10. Special Provisions included in the project Contract Document Manual.
      11. Drawings –Sheet No. A.01 through No. W.02 or drawings consisting of sheets bearing the following general title:
          GREYHOUND PARK WATER MAIN LOOPING
          _____
      12. Addenda (numbers __ to __ , inclusive).
      13. Insurance Schedule F – Insurance Provisions and Requirements (Exhibit A)
      14. Sales Tax Exemption Certificate
      15. Construction Schedule and Agreed Cost of Delay
      16. Erosion Control Certificate

17. Exhibits to this Contract (enumerated as follows):
    a. Contractor's Bid (pages ____ to ____ inclusive).
    b. Bidder Status Form
    c. The following documentation that must be submitted by Contractor prior to Notice of Award:
        i. Contractor Background Information Form
        ii. _____
        iii. _____
18. The following which may be delivered or issued on or after the Effective Date of the Agreement:
    a. Notice to Proceed
    b. Project Certification Page
    c. Change Orders (not attached to this Contract)
19. Authorizing Resolution:
    a. Resolution No. 286-17 Authorizing City Manager to Execute Contracts and Leases (Exhibit C), or
    b. Project Specific Resolution (Resolution No. ____-__)

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.
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 Contract Documents, 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 shall remain in place for a period of two (2) 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 Two Thousand Dollars ($2,000.00 ) 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 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. dollars 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, and 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 $ 204,993.75

**CITY OF DUBUQUE, IOWA:**

Department

By: Michael Van Milligen
Signature

Michael C. Van Milligen
Printed Name

City Manager
Title

07/16/2026
Date

**CONTRACTOR:**

Eastern Iowa Excavating & Concrete, LLC
Contractor

By:
Signature

Chad Demmer
Printed Name

Owner
Title

6-26-2026
Date

**==== END OF SECTION 00500 ====**

THE CITY OF DUBUQUE
*Masterpiece on the Mississippi*

Addendum No.: N/A

**City of Dubuque, Iowa**
**Bid Proposal Schedule**

**BIDDER NAME:** Eastern Iowa Excavating & Concrete, LLC **DATE:** 06/04/26

**Project Title:** Greyhound Park Road Water Main Loop Project

| LINE NO. | REFERENCE NUMBER | BID ITEM DESCRIPTION | PLAN QUANTITY | UNIT | BID UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|---|---|
| | | **Division 2010 - Earthwork, Subgrade, and Subbase** | | | | |
| 1 | 2010-108-C-0 | Clearing and Grubbing C | 1.00 | LS | $3,300.00 | $3,300.00 |
| 2 | 2010-108-D-3 | Topsoil, Off-site | 78.00 | CY | $53.75 | $4,192.50 |
| 3 | 2010-108-E-0 | Excavation, Class 10 | 407.00 | CY | $32.55 | $13,247.85 |
| 4 | 2010-108-G-0 | Subgrade Preparation | 1220.00 | SY | $1.00 | $1,220.00 |
| 5 | 2010-108-J-0 | Subbase, Modified Subbase - Gr 14 (Modified Subbase Pile) | 770.00 | TON | $18.00 | $13,860.00 |
| | | | | | **Sub Total** | $35,820.35 |
| | | **Division 3010 - Trench Excavation and Backfill** | | | | |
| 6 | 3010-108-D-0 | Replacement of Unsuitable Backfill Material, Gr 30, (Modified Subbase Pile) | 400.00 | TON | $18.85 | $7,540.00 |
| 7 | 3010-108-F-0 | Trench Compaction Testing | 1.00 | LS | $2,400.00 | $2,400.00 |
| | | | | | **Sub Total** | $9,940.00 |
| | | **Division 5010 - Pipe and Fittings** | | | | |
| 8 | 5010-108-A-1 | Water Main, Trenched, DIP, 6" | 11.00 | LF | $124.00 | $1,364.00 |
| 9 | 5010-108-A-1 | Water Main, Trenched, DIP, 8" | 785.00 | LF | $92.00 | $72,220.00 |
| 10 | 5010-108-C-1 | Fittings, DI Tee, 8x6 | 1.00 | EA | $705.00 | $705.00 |
| 11 | 5010-108-C-1 | Fittings, DI Bend, 45 Deg, 6" | 1.00 | EA | $350.00 | $350.00 |
| 12 | 5010-108-C-1 | Fittings, DI Bend, 22 1/2 Deg, 8" | 1.00 | EA | $425.00 | $425.00 |
| 13 | 5010-108-C-1 | Fittings, DI Bend, 45 Deg, 8" | 4.00 | EA | $335.00 | $1,340.00 |
| 14 | 5010-108-C-3 | Joint Restraint, Bell Harness, 8" | 2.00 | EA | $420.00 | $840.00 |
| 15 | 5010-108-C-3 | Joint Restraint, Mega lug, 6" | 6.00 | EA | $250.00 | $1,500.00 |
| 16 | 5010-108-C-3 | Joint Restraint, Mega lug, 8" | 19.00 | EA | $260.00 | $4,940.00 |
| | | | | | **Sub Total** | $83,684.00 |
| | | **Division 5020 - Valves, Fire Hydrants, and Appurtenances** | | | | |
| 17 | 5020-108-A-0 | Valve, Gate, 6" | 1.00 | EA | $2,685.00 | $2,685.00 |
| 18 | 5020-108-A-0 | Valve, Gate, 8" | 2.00 | EA | $2,800.00 | $5,600.00 |
| 19 | 5020-108-C-0 | Fire Hydrant | 1.00 | EA | $6,100.00 | $6,100.00 |
| | | | | | **Sub Total** | $14,385.00 |
| | | **Division 7020 - Hot Mix Asphalt Pavement** | | | | |
| 20 | 7020-108-B-0 | HMA Pavement by Square Yards, 5" (Thickness) | 921.00 | SY | $35.00 | $32,235.00 |
| | | | | | **Sub Total** | $32,235.00 |
| | | **Division 7040 - Pavement Rehabilitation** | | | | |
| 21 | 7040-108-H-0 | Pavement - Removal | 906.00 | SY | $6.35 | $5,753.10 |
| | | | | | **Sub Total** | $5,753.10 |
| | | **Division 9010 - Seeding** | | | | |
| 22 | 9010-108-B-0 | Hydraulic - Seeding, Fertilizing, and Mulching, Type 1, by SY | 468.00 | SY | $4.85 | $2,269.80 |
| | | | | | **Sub Total** | $2,269.80 |
| | | **Division 9040 - Erosion and Sediment Control** | | | | |
| 23 | 9040-108-N-1 | Silt Fence or Silt Fence Ditch Check, Installation | 680.00 | LF | $2.00 | $1,360.00 |
| 24 | 9040-108-N-3 | Silt Fence or Silt Fence Ditch Check, Removal of Device | 680.00 | LF | $0.85 | $578.00 |
| 25 | 9040-108-O-1 | Stabilized Construction Entrance by Square Yard | 122.00 | SY | $17.25 | $2,104.50 |
| | | | | | **Sub Total** | $4,042.50 |

| LINE NO. | REFERENCE NUMBER | BID ITEM DESCRIPTION | PLAN QUANTITY | UNIT | BID UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|---|---|
| | | **Division 9060 - Chain Link Fence** | | | | |
| 26 | 9060-108-E-0 | Removal of Fence | 780.00 | LF | $5.15 | $3,914.00 |
| | | | | | **Sub Total** | $3,914.00 |
| | | **Division 11,020 - Mobilization** | | | | |
| 27 | 11020-108-A-0 | Mobilization | 1.00 | LS | $9,000.00 | $9,000.00 |
| | | | | | **Sub Total** | $9,000.00 |
| | | **Special Provisions - Non-Standard Project Items** | | | | |
| 28 | SP | Connect to Existing Water Main | 2.00 | EA | $1,975.00 | $3,950.00 |
| | | | | | **Sub Total** | $3,950.00 |

**400.5 Base Bid Amount** **Bid Amount** $204,993.75

Two Hundred Four Thousand, Nine Hundred Ninety-three and .75/100 (Use Words)

**AGREEMENT FOR SERVICES**
**BETWEEN**
**THE CITY OF DUBUQUE**
**AND**
**THE EAST CENTRAL INTERGOVERNMENTAL ASSOCIATION**

This Agreement ("Agreement"), dated for reference purposes the 21st day of July, 2026 is entered into by and between the East Central Intergovernmental Association ("ECIA") and the City of Dubuque, ("City") requesting ECIA's assistance in connection with providing support for the EPA FY26 Brownfield Assessment Grant.

**TERMS. This Agreement carries out the following terms.**

## SECTION 1. SCOPE OF SERVICES

ECIA in its role as a council of government provides support as needed to municipalities within the region ECIA services, including the City of Dubuque. ECIA will provide and perform the necessary services set forth in the Scope of Services (Attachment A) on an as needed basis to City with regard to support for City's Brownfield Assessment Grant. If the Scope of Services exceeds those services listed in Attachment A for any reason, it may be necessary to adjust the project cost by mutual agreement. ECIA staff assigned to this Agreement agree to communicate with City on an as needed basis throughout the Agreement period to review progress and performance on the activities listed in the Scope of Services.

## SECTION 2. TIME OF PERFORMANCE

ECIA will commence performance under this Agreement beginning July 1, 2026, and continuing through January 31, 2031. The Agreement can be extended upon mutual written agreement by both parties.

## SECTION 3. METHOD OF PAYMENT AND HOURS WORKED

ECIA staff will perform services only as requested by City and will only bill for services as performed using actual cost for personnel, fringe benefits and Indirect Cost Rate and hours incurred for activities outlined in the Scope of Services, not to exceed $86,385. The Agreement can be amended if City needs additional services more than the amount as set forth above. ECIA will invoice City on the last business day of each month, beginning July 30, 2026, for services rendered during that calendar month. Payment is due upon receipt of each invoice. The number of hours per month is expected to fluctuate depending on the services requested by City.

## SECTION 4. PERSONNEL

ECIA represents that it currently employs or will acquire as needed during the performance of this Agreement all personnel necessary for the timely and successful performance of this Agreement. The personnel, whether existing or newly acquired, are ECIA employees and will remain ECIA employees regardless of any work or services such employees perform in connection with the project. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of employment or fiduciary relationship between the Parties.

## SECTION 5. PROPERTY

ECIA is responsible to acquire or use existing property, real or personal, as it deems necessary in the performance of work under this Agreement.

## SECTION 6. TERMINATION BY CITY

6.1. City may, by thirty (30) days written notice to ECIA, terminate this Agreement in whole or in part at any time:

a) For City's convenience,
b) For the failure of ECIA to fulfill its obligations under the Agreement, or
c) As the funding source for the Agreement ceases to exist.

Upon receipt of such notice, ECIA will: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) within thirty (30) calendar days of receiving the termination notice deliver to City all data, files, and any other materials related to the project and ECIA's performance of this Agreement.

6.2. If City elects to terminate this Agreement for convenience, ECIA will be paid the amount due and owing up to and including the date work was discontinued. If the date of termination does not fall on the last business day of the month, the services for that month will be prorated based on the date of termination and the monthly invoice amount.

6.3. If City elects to terminate this Agreement pursuant to 6.1(b), upon receipt of written notice of termination from City, ECIA will have ten (10) days to cure any breach cited by City in its notice of termination to the satisfaction of City in its sole discretion. If City deems any such breach cured, it must notify ECIA in writing that ECIA's efforts to cure are acceptable and that performance under this Agreement will continue.

## SECTION 7. TERMINATION BY ECIA

7.1 ECIA may terminate this Agreement by thirty (30) days written notice to City for the following reasons:

1. Both parties agree a continuation of this Agreement will not be in the best interests of City.

2. ECIA ceases to exist, or it is restricted or prohibited by its governmental authorities from continuing to provide services under this Agreement.

7.2 If ECIA elects to terminate this Agreement, ECIA will be paid the amount due and owing up to and including the date work was discontinued. If the date of termination does not fall on the last business day of the month, the services for that month will be prorated based on the date of termination and the monthly invoice amount.

## SECTION 8. POLITICAL ACTIVITY

No portion of City's payment to ECIA may be used for any partisan political activity or to further the election or defeat of any candidate for public office, or to further the election or defeat of any cause subject to public vote.

## SECTION 9. MISCELLANEOUS

9.1. Force Majeure. In the event that ECIA is delayed or hindered in or prevented from the performance of any act by an occurrence beyond the reasonable control of ECIA and without its fault or negligence, including but not limited to strikes, lockouts, labor troubles, unavailability or excessive price of fuel, power failure, riots, insurrection, war, terrorist activities, chemical explosions, hazardous condition, fire, weather, or acts of God, then performance of any such act will be extended for a period equivalent to the period of such delay.

9.2. Entire Agreement. This Agreement constitutes the entire Agreement of the Parties and supersedes all prior agreements.

9.3. Modifications. This Agreement may not be modified, except in writing, signed by ECIA and City.

9.4. Applicable Law and Venue. This Agreement is governed by the laws of the State of Iowa and exclusive venue for any action with respect to this Agreement is the Iowa District Court for Dubuque County, Iowa.

9.5. Authority. City and ECIA represent that each, respectively, has full right, power and authority to execute this Agreement.

9.6. Severability. 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.

9.7. Consent or Approval. In any case where the approval or consent of City or ECIA is required or requested under this Agreement, such party shall not unreasonably delay or otherwise withhold its approval or consent.

9.8. Notices. All notices and correspondence related to this Agreement shall be sent to the following points of contact:

**ECIA:** Mae Hingtgen
Executive Director
East Central Intergovernmental Association
7600 Commerce Park, Dubuque, Iowa 52002
563.690.5700
mhingtgen@ecia.org

**City:** Jill Connors
Economic Development Director
City of Dubuque
1300 Main Street
Dubuque, IA 52001-4763
563.589.4393
jilconnor@cityofdubuque.org

9.9. Indemnification. Each Party, as the "Indemnifying Party," shall indemnify, defend and hold harmless the other Party and its affiliates, officers, directors, employees, agents, successors and permitted assigns (each, an "Indemnified Party") from and against any and all losses, damages, liabilities, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees (each a "Loss"), incurred by the Indemnified Party in connection with any claim, action, cause of action, demand, lawsuit, arbitration, proceeding or litigation, of any nature (each an "Action") by a third party (other than an affiliate of an Indemnified Party) caused by the Indemnifying Party's performance of its obligations under this Agreement, unless such Loss arises from the Indemnified Party's own negligence or intentional act or omission. The Indemnified Party shall promptly notify the Indemnifying Party of any such claim and reasonably cooperate with the Indemnifying Party in defense of such claims at the Indemnifying Party's expense.

9.10. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by E-mail or other comparable means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

9.11 Insurance. ECIA shall provide insurance as described in the attached Exhibit B.

**City of Dubuque**

**By:** Michael Van Milligen

**Michael C. Van Milligen, City Manager**

**Attest:**

Adrienne N. Breitfelder

**Adrienne N. Breitfelder, City Clerk**

**East Central Intergovernmental Association**

**By:** Mae Hingtgen

**Mae Hingtgen, ECIA Executive Director**

**Attest:**

Chelle Klootwyk

**Chelle Klootwyk, Administrative Assistant**

07082026bal

**Attachment A - Scope of Services**
**East Central Intergovernmental Association (ECIA)**
**City of Dubuque**

The City of Dubuque has requested ECIA's assistance in providing support for City's recently awarded EPA FY26 Brownfield Assessment Grant.

**Scope of Services**
Under this service agreement, ECIA agrees to assist City as needed with the following services as part of this agreement:

- ECIA will provide assistance and support to City's Economic Development Director for the newly awarded FY26 Brownfield Assessment Grant throughout the term of the grant and up to 120 days past the end date of the grant term.
- Assistance and support will include the following:
    - **Procurement:** City will prepare RFP and ECIA will review and provide feedback on RFP; ECIA can assist with scoring proposals, City must also be part of scoring process.
    - **Generic Quality Assurance Property Plan (QAPP):** City will order from Qualified Environmental Professional (QEP); QEP will prepare and City will review, sign and send to EPA for review and approval. ECIA will review and provide comments on the documents, however, has limited technical knowledge so review would be a cursory review to have another set of eyes look at before going to EPA.
    - **Community Involvement Plan (CIP):** City will either update its prior CIP approved by EPA or prepare a new CIP; ECIA will review and provide feedback on CIP draft to City. City will be responsible for implementation of CIP and obtaining Council approval of it.
    - Fair Share Objectives, if required, will be negotiated by City and EPA.
    - **Reporting:** City will be responsible for all reports including but not limited to quarterly reports, MBE/WBE report, financial report, sam.gov reporting. ECIA will assist with reviewing and providing feedback MBE/WBE, financial and sam.gov reporting and will provide assistance preparing quarterly progress report. ECIA will assist with preparing a close-out report. City will be responsible for drawdowns with EPA through ASAP.
    - **Invoice Process and Tracking; Drawdowns:** ECIA will review invoices from QEP and track. Then pass on to City for approval and payment. ECIA will prepare drawdowns and send to City for processing and drawdown on ASAP.gov. City will send to ECIA confirmation of drawdown completion.
    - **Site Recon, Inventory & Selection:** City is responsible for determining potential sites and priority of sites. City will form a Community Engagement Team and Steering Committee to assist with this process. ECIA will be a member of the Team and Committee and assist City with tracking sites, selection of sites, site eligibility review and ordering of assessments for up to 15 sites.

- **Meetings:** City will conduct meetings for the Community Engagement Team and Steering Committee. ECIA will attend up to 16 meetings. Periodically City will have check-in meetings with ECIA. Total hours up to 60 hours.
- **Ordering & Reviewing Assessments**: ECIA will assist with ordering assessments, logging and tracking assessment activities. Additionally, ECIA will assist with review and providing feedback on assessments. City and QEP will obtain access agreements from property owners. ECIA will assist in tracking completion of these activities and tracking expenses associated with these activities City will be responsible for processing all invoices.
- **ACRES – Property ID Updates:** ECIA will assist City in updating ACRES IDs for sites associated with this grant.
- **Planning Activity:** City and its consultants will conduct all planning activities. ECIA will attend up to three public meetings associated with the planning activity and assist as directed by City and consultants at the meeting(s).

**Assumptions:**

- City is the Lead applicant on the Brownfield Assessment Grant.
- City will be responsible for reviewing any work performed by ECIA and ensuring it is in compliance with the grant and EPA requirements prior to submittal to EPA.
- City may utilize ECIA for some, all or none of the services above. City may elect to have its staff perform any or all of these services and will utilize ECIA as needed.
- ECIA will bill for actual costs incurred for personnel, fringe benefits and its Indirect Cost Rate and will utilize the IRS mileage rate for any required travel as part of this agreement.
- Total amount ECIA may charge City will not exceed $86,385.
- City will be responsible for complying with the Cooperative Agreement with EPA and retaining all records in accordance with the Cooperative Agreement.
- This Agreement is for assistance and support as outlined above to City in relation to the EPA FY27 Brownfield Assessment Grant. Any services that are not included in this contract may be contracted separately.

## EXHIBIT B

## INSURANCE SCHEDULE J

City of Dubuque Insurance Requirements for Professional Services

## CITY OF DUBUQUE INSURANCE SCHEDULE J

1. ECIA 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 Chief Financial Officer. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Project #ACRES 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, 50 West 13th Street, Dubuque, Iowa 52001.

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 certificate of insurance. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is listed, the current edition of the form must be used, or an equivalent form may be substituted if approved by the Chief Financial Officer and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.

8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.

9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.

10. All certificates of insurance must include agents name, phone number, and email address.

11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk, or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

## CITY OF DUBUQUE INSURANCE 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 from BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners from 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

## CITY OF DUBUQUE INSURANCE SCHEDULE J
## (continued)

**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 as amended.

| | | |
|---|---|---|
| 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 851.A, the Vendor is not required to purchase Workers' Compensation Insurance, the Vendor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

**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 Non-Contributory in favor of the City of Dubuque, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission.

**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.

## CITY OF DUBUQUE INSURANCE SCHEDULE J
(continued)

**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.

**CITY OF DUBUQUE SCHEDULE J**
**(continued)**

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque 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. 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.

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)**

THE CITY OF DUBUQUE
*Masterpiece on the Mississippi*

Dubuque All-America City 2007•2012•2013 2017★2019

City of Dubuque
46 Department
950 Elm Street
(address)
Dubuque, IA 52001
Phone # 563-690-6463

**CITY OF DUBUQUE, IOWA**
**SHORT FORM**
**VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

(Vendor) at EMS Industrial, Inc - Energetics & Badger Electric Motor
(Vendor Name)
4901 Prairie Dock Dr. Madison, WI 53718
(Vendor Address - City and State)

**PROJECT TITLE:** Port Ramp Compressor Repairs
(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**VENDOR AGREES:**

1. To furnish all material and equipment and to perform all labor necessary for:
Repair 3 Compressors 1st Floor - seal up bolts to stop oil leak
2nd Floor - Change air filter, 3rd Floor - Replace Pump, travel & labor to repair compressors

The work described above shall be completed at the following location(s):
Port Ramp

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa

and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following **WHERE APPLICABLE**:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal**;
- **Plans and Specifications**;
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A)**; and
- **INSURANCE – Please include one applicable Insurance Schedule:**
  - **Insurance Schedule F for General Artisan or Trade Contractors or Subcontractors (Exhibit B)**
  - **Insurance Schedule G for Vendors (Exhibit C)**
  - **Insurance Schedule J for Professional Services (Exhibit D)**

  Check Appropriate Box

  ☐ Insurance Schedule F – General Artisan or Trade Contractors or Subcontractors

  ☑ Insurance Schedule G – Vendors

  ☐ Insurance Schedule J – Professional Services
- Other: _____

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.

4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.

5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.

6. The Vendor shall fully complete the Project under this Contract on or before 6/30/2027 (date)

7. Indemnification; Liability for City Damage

   A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

   B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.

8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule as indicated above and attached hereto.

9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.

10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.

11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.

12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

**THE CITY AGREES:**

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT $ 2297.55

**CITY OF DUBUQUE, IOWA**

By: Michael Van Milligen 07/20/2026
Michael C. Van Milligen — Date
City Manager

**VENDOR:**

EMS Industrial, Inc
Company Name

By: _____ 7/14/26
Signature — Date

DAVID HENKE
Printed Name

GENERAL MANAGER
Title

City of Dubuque
WRRC Department
795 Julien Dubuque Dr
(address)
Dubuque, IA 52003
Phone # 563.589.4176

**CITY OF DUBUQUE, IOWA**
**SHORT FORM**
**VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

Kruser Septic Service (Vendor) at
(Vendor Name)
PO Box 223 Dickeyville, WI 53808
(Vendor Address - City and State)

**PROJECT TITLE:**

WRRC Primary Clarifier Cleaning (Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**VENDOR AGREES:**

1. To furnish all material and equipment and to perform all labor necessary for:
Pumping out clarifiers and disposing material on drying pad.

The work described above shall be completed at the following location(s):
795 Julien Dubuque Drive

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa

and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following **WHERE APPLICABLE**:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal**;
- **Plans and Specifications**;
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A)**; and
- **INSURANCE – Please include one applicable Insurance Schedule:**
  - **Insurance Schedule F for General Artisan or Trade Contractors or Subcontractors (Exhibit B)**
  - **Insurance Schedule G for Vendors (Exhibit C)**
  - **Insurance Schedule J for Professional Services (Exhibit D)**

  Check Appropriate Box

  ☑ Insurance Schedule F – General Artisan or Trade Contractors or Subcontractors

  ☐ Insurance Schedule G – Vendors

  ☐ Insurance Schedule J – Professional Services
- Other: _____

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.

4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.

5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.

6. The Vendor shall fully complete the Project under this Contract on or before June 30, 2026 (date)

7. Indemnification; Liability for City Damage

A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.

8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule as indicated above and attached hereto.

9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.

10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.

11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.

12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

**THE CITY AGREES:**

The City agrees to pay the Vendor for the work actually performed under this Contract, up to the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT $ 40,000.00

**CITY OF DUBUQUE, IOWA**

By: _____ 07/20/2026
Michael C. Van Milligen — Date
City Manager

**VENDOR:**

Kruser Septic Service
Company Name

By: _____ 7-17-26
Signature — Date

Ray Kruser
Printed Name

Owner
Title

## EXHIBIT A

## TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.

2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.

3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.

5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.

6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.

7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.

8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.

9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.

11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.

12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.

13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.

14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

EXHIBIT B

# INSURANCE - SCHEDULE F

**CLASS A:**

Asbestos Removal
Asphalt Paving
Concrete
Construction Managers
Cranes
Culverts
Decking
Demolition
Deconstruction
Earthwork
Electrical
Elevators
Fiber Optics
Fire Protection
Fireproofing
General Contractors
HVAC
Mechanical
Paving & Surfacing
Piles & Caissons
Plumbing
Retaining Walls
Reinforcement
Roofing
Sanitary Sewers
Sheet Metal
Site Utilities
Shoring
Special Construction
Steel
Storm Sewers
Structural Steel
Trails
Tunneling
Water Main

**CLASS B:**

Chemical Spraying
Doors, Window & Glazing
Drywall Systems
Fertilizer Application
Geotech Boring
Insulation
Finish Carpentry
Landscaping
Masonry
Painting & Wall Covering
Pest Control
Scaffolding
Sidewalks
Plastering
Rough Carpentry
Stump Grinding
Tank Coating
Tree Removal
Tree Trimming
Tuckpointing
Vehicular Snow Removal
Waterproofing
Well Drilling

**CLASS C:**

Carpet Cleaning
Carpet & Resilient Flooring
Caulking & Sealants
Acoustical Ceiling
Filter Cleaning
General Cleaning
Grass Cutting
Janitorial
Non-Vehicular Snow & Ice Removal
Office Furnishings
Power Washing
Tile & Terrazzo Flooring
Window Washing

# INSURANCE - SCHEDULE F (continued)

1. Contractor shall furnish a signed certificate of insurance to the department responsible for the contract for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Chief Financial Officer or Designee. The certificate must clearly indicate the project number, project name, and project description for which it is being provided; e.g., Project # _____ Project Name: _____ or Project Location at _____ or construction of _____795 Julien Dubuque Dr_____.

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: ___WRRC____ Department, City of Dubuque, _795 Julien Dubuque Dr Dubuque, IA __52003__.

4. Failure to provide the coverages described in this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this contract.

5. Contractor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Contractor agrees that it shall be liable for a failure 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 Contractor

6. All required endorsements to various policies shall be attached to certificate of insurance.

7. Whenever an ISO form is referenced, the current edition must be provided.

8. Contractor shall be required to carry the minimum coverage/limit, or greater if required by law or other legal agreement, in Exhibit I – Insurance Schedule F. If the contractor's limits of liability are higher than the required minimum limit, then the contractor's limits shall be this agreement's required limits.

9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.

10. All certificates of insurance must include the agent's 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 risk or other special circumstances during the term of the contract, subject to written mutual agreement attached hereto.

# CITY OF DUBQUE INSURANCE SCHEDULE F

## (continued)

### EXHIBIT I

**A. COMMERCIAL GENERAL LIABILITY**

| | |
|---|---|
| General Aggregate Limit | $2,000,000 |
| Products-Completed Operations Aggregate Limit | $2,000,000 |
| Personal and Advertising Injury Limit | $1,000,000 |
| Each Occurrence | $1,000,000 |
| Fire Damage Limit (any one occurrence) | $ 50,000 |
| Medical Payments | $ 5,000 |

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners from BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
2) Include ISO endorsement form CG25 04 "Designated Location(s) General Aggregate Limit" or CG 25 03 "Designated Construction Project(s) General Aggregate Limit" as appropriate.
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement (sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing Operations).
6) The additional insured endorsement shall include completed operations under ISO form CG 20 37 during the project term and for a period of two years after the completion of the project.
7) Policy shall include Waiver of Right to Recover from Others endorsement.
8) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque, Finance Department, 50 West 13th St, Dubuque, IA 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 as amended.

| | | |
|---|---|---|
| Coverage A | Statutory – State of Iowa | |
| Coverage B | Employers Liability | |
| | Each Accident | $100,000 |
| | Each Employee - Disease | $100,000 |
| | Policy Limit – Disease | $500,000 |

# CITY OF DUBUQUE INSURANCE SCHEDULE F

## (continued)

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**

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 Recovery from Others Endorsement.

**D. UMBRELLA/EXCESS LIABILITY**

Umbrella liability coverage must be at least following form with the underlying policies included herein.

All Class A contractors with contract values in excess of $10,000,000 must have umbrella/excess liability coverage of $10,000,000.

All Class A and Class B contractors with contract values between $500,000 and $10,000,000 must have umbrella/excess liability coverage of $3,000,000.

All Class A and Class B contractors with contract values less than $500,000 must have umbrella/excess liability coverage of $1,000,000.

All Class C contractors are not required to have umbrella/excess liability coverage.

All contractors performing earth work must have a minimum of $3,000,000 umbrella regardless of the contract value.

# CITY OF DUBUQUE INSURANCE SCHEDULE F

## (continued)

**E. POLLUTION LIABILITY**

Coverage Required

_____ Yes ___X___ No

Pollution liability coverage shall be required if project involves any pollution exposure for hazardous or contaminated materials including, but not limited to, the removal of lead, asbestos, or PCB's. Pollution product and complete operations coverage shall also be covered.

| | |
|---|---|
| Each Occurrence | $2,000,000 |
| Policy Aggregate | $4,000,0000 |

1. Policy to include job site and transportation coverage.
2. 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 2026.
3. Include Preservation of Governmental Immunities Endorsement.
4. Provide evidence of coverage for 5 years after completion of project.
5. Include endorsement indicating that coverage is primary and non-contributory.
6. Policy shall include Waiver of Right to Recovery from Others Endorsement.
7. Pollution liability shall include ISP endorsement CA 9948. Pollution Liability – Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the owner's property.

**(continued)**

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the Dubuque Regional Airport 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, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission as an additional insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission 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, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission 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, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission 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, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission.

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)**

# TASK ORDER NINE

This Task Order pertains to an Agreement by and between City of Dubuque, Iowa, ("OWNER"), and HDR Engineering, Inc. ("ENGINEER"), dated June 5th, 2023, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: NINE

PROJECT NAME: EW Corridor BUILD Grant Support

PART 1.0 PROJECT DESCRIPTION:

This Task Order Scope of Services is for the Engineer to provide a project BCA and documentation regarding traffic and safety in support of a BUILD grant application for the EW Corridor project in Dubuque, IA.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT: Refer to Task Order Attachment A Scope of Work.

PART 3.0 OWNER'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE: January 22, 2026 to March 28, 2026.

PART 5.0 ENGINEER'S FEE: Compensation for the Scope of Services listed in this Task Order Ten shall be on the basis of Direct Labor Costs times a factor of 3.0 for the services of ENGINEER'S personnel engaged on the Project, plus Reimbursable Expenses, estimated to be $48,095.38.

PART 6.0 OTHER:

This Task Order is executed this 28th day of May 2026.

| | | | |
|---|---|---|---|
| City of Dubuque, Iowa<br>"OWNER" | | HDR ENGINEERING, INC.<br>"ENGINEER" | |
| BY: | Michael Van Milligen | BY: | Ann Williams<br>Ann Williams (06/09/2026 09:41:00 CDT) |
| NAME: | Mike Van Milligen | NAME: | Ann Williams, P.E. |
| TITLE: | City Manager | TITLE: | Senior Vice President |
| ADDRESS: | 50 West 13th Street<br>Dubuque, IA 52001 | ADDRESS: | 1917 South 67th Street<br>Omaha, NE 68106-2973 |

# Attachment A – Scope of Services

The Scope of Services to be performed by the Consultant shall include the Services and supplies to complete the following tasks:

Task 100: BUILD Gran Support

1. Provide BUILD grant application support to Andy Seth with Sustainable Strategies DC by providing:
    a. Existing and modelled future traffic operations data
    b. Existing and modelled future traffic safety data
    c. Review completed and proposed property acquisitions, research comparable sales, provide estimated costs for appraisals, review appraisals, closings, and purchases.
    d. Collaborate with MSA to update the Engineers Opinion of Probable Cost
    e. Prepare detailed schedule for project delivery, with estimated costs per fiscal year.
    f. Develop list of applicable permits and associated timelines
    g. Prepare a Benefit-Cost-Analysis based on published Federal-Aid guidelines
    h. Internal and peer review QA/QC of supporting documents
    i. Participate in weekly meetings with the grant preparation team
    j. Participate in the review of draft and final grant application materials

THE CITY OF DUBUQUE
*Masterpiece on the Mississippi*

City of Dubuque
Dept: Parks & Recreation
50 W. 13th Street
Dubuque, IA 52001
Phone #563-589-4263

**CITY OF DUBUQUE, IOWA**
**SHORT FORM**
**VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

Lange Sign Group (Vendor) at
(Vendor Name)
1780 Hwy 35 North, East Dubuque, IL. 61025
(Vendor Address - City and State)

**PROJECT TITLE:** Five Flags Digital Sign Replacement

(Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**VENDOR AGREES:**

1. To furnish all material and equipment and to perform all labor necessary for:
the repalcement of the Five Flags Center digital sign located on the buildings corner of Locust and 4th St.

The work described above shall be completed at the following location(s):
Five Flags Center, 405 Main St, Dubuque, IA. 52001

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal**;
- **Plans and Specifications**;
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A)**; and
- **Insurance Schedule G for Vendors (Exhibit B) or Insurance Schedule J for Professional Services (Exhibit C).**
  Check Appropriate Box
  ☑ Insurance Schedule G – Vendors
  ☐ Insurance Schedule J – Professional Services
- Other: _____

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.

4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.

5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.

6. The Vendor shall fully complete the Project under this Contract on or before
September 30, 2026 .
(DATE)

7. Indemnification; Liability for City Damage

A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.

8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule G or Insurance Schedule J attached to this Contract.

Check Appropriate Box
☑ Insurance Schedule G – Vendors
☐ Insurance Schedule J – Professional Services

9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.

10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.

11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.

12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

**THE CITY AGREES:**

Upon the completion of this Contract, and the acceptance of the Project by the City Manager, the City agrees to pay the Vendor as full compensation for the complete performance of this Contract, the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT $ 78,784

**CITY OF DUBUQUE, IOWA**

By: Michael Van Milligen 07/23/2026
Michael C. Van Milligen — Date
City Manager

**VENDOR:**

LANGE SIGN COMPANY, INC.
Company Name

By: Dan Lange 6/18/26
Signature — Date

DAN LANGE
Printed Name

PRESIDENT
Title

**VENDOR ACKNOWLEDGEMENT OF ATTACHED SPECIAL CONDITIONS:**

By: _____ 6/18/26
Signature Date

DAN LANGE
Printed Name

PRESIDENT
Title

## EXHIBIT A

## TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.

2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.

3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.

5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.

6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.

7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.

8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.

9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.

11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.

12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.

13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.

14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

## EXHIBIT B

## INSURANCE SCHEDULE G

1. Vendor shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the contract commencement. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Vendor Service Agreement dated _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.

5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The service provider must identify or list in writing all deviations and exclusions from the ISO form.

8. If vendor's limits of liability are higher than the required minimum limits then the vendor's limits shall be this agreement's required limits.

9. Vendor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Vendor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Vendor.

10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.

11. All certificates of insurance must include agents name, phone number, and email address.

12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

## INSURANCE SCHEDULE G (continued)

**EXHIBIT I**

**A) COMMERCIAL GENERAL LIABILITY**

| | |
|---|---|
| General Aggregate Limit | $2,000,000 |
| Products-Completed Operations Aggregate Limit | $1,000,000 |
| Personal and Advertising Injury Limit | $1,000,000 |
| Each Occurrence | $1,000,000 |
| Fire Damage Limit (any one occurrence) | $50,000 |
| Medical Payments | $5,000 |

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
6) Policy shall include Waiver of Right to Recover from Others endorsement.
7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

**B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY**

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

| | | |
|---|---|---|
| Coverage A | Statutory—State of Iowa | |
| Coverage B | Employers Liability | |
| | Each Accident | $100,000 |
| | Each Employee-Disease | $100,000 |
| | Policy Limit-Disease | $500,000 |

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Vendor is not required to purchase Workers' Compensation Insurance, the Vendor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

## INSURANCE SCHEDULE G (continued)

**C) POLLUTION LIABILITY**

Coverage required: ___ Yes ___ No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution product and completed operations coverage shall also be covered.

| | |
|---|---|
| Each Occurrence | $2,000,000 |
| Policy Aggregate | $4,000,000 |

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37(competed operations).
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include waiver of right to recovery from others endorsement.

**D) PROFESSIONAL LIABILITY** $1,000,000

Coverage required: ___ Yes ___ No

If the required policy provides claims-made coverage:

1) The Retroactive Date must be shown and must be before the date of the agreement.
2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

**E) CYBER LIABILITY/BREACH** $1,000,000

Coverage required: ___ Yes ___ No

Coverage for First and Third Party breach liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

**F) UMBRELLA/EXCESS** $1,000,000

Coverage required: ___ Yes ___ No

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

## PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

# SPECIMEN

**(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)**

## EXHIBIT C

## 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 ___ 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.

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

## PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

# SPECIMEN

**(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)**

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:** Justine Hull, Traffic Engineer

**DATE:** July 24, 2026

**RE:** Request to Sign Software License and Support Agreement with Geograph

Attached is a software license and support agreement with Geograph for Crescent Link Tier 1 Annual Enterprise Site Subscription used in the traffic engineering division. The agreement has been reviewed and approved by Barry Lindahl of the City Attorney's office.

It would be appreciated if you would execute the attached document. Please return it to the Engineering office for further processing.

Attach.
cc: Kerry Bradley, Eng. Dept.

**From:** Dbq Forms
**To:** Kerry Bradley
**Subject:** Legal has review your request and is approved
**Date:** Wednesday, June 24, 2026 10:24:03 AM

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Your request for legal review of Review Software Agreement for Traffic Operations has been approved by Legal.

Please attach this email as proof of Legal's review and approval to the entry of any agreement or contract into the Tyler system.

# SOFTWARE LICENSE AND SUPPORT AGREEMENT

This agreement is between Geograph Technologies, LLC, a South Carolina limited liability company (**Geograph**), and the Customer and its Affiliates (defined below) agreeing to these terms (**Customer**), and is effective as of the date of the last signature below. The Geograph software, modification, enhancements, technical documentation, license keys provided to Customer, workflow processes, user interface, designs, and other technologies provided by Geograph as part of the Software (**Software**) are licensed and are not sold.

## 1. SCOPE.

This agreement describes the licensing of the Software and Support provided to Customer under an order. Onboarding and data migration services (**Onboarding and Data Migration Services**) may also be provided by Geograph if specified under an order or statement of work (**SOW**).

## 2. LICENSE.

Subject to the other terms of this agreement, Geograph grants Customer, under an order, for the duration specified in the order, a term-based, non-exclusive, non-transferable license up to the license capacity purchased to use the Software only in Customer's internal business operations.

## 3. AFFILIATES AND CONTRACTORS.

Customer may allow its Affiliates and contractors to use the Software, provided Customer is responsible for the compliance with the terms of this agreement, and use by its Affiliates and contractors is solely for Customer's or Affiliate's benefit. **Affiliate** means any company controlled by or under common control with the subject entity, directly or indirectly, with an ownership interest of at least 50%.

## 4. WARRANTY, REMEDY, AND DISCLAIMER.

a. **Software Warranty.** For new license purchases, Geograph warrants that the Software will perform in substantial accordance with its accompanying product documentation for a period of 90 days from the date of the order. This warranty will not apply to any problems caused by software not licensed to Customer by Geograph, use other than in accordance with the technical documentation, or misuse of the Software. The warranty only covers problems reported to Geograph during the warranty period or 30 days after. Customer will cooperate with Geograph in resolving any warranty claim. **GEOGRAPH WILL USE COMMERCIALLY REASONABLE EFFORTS TO REMEDY COVERED WARRANTY CLAIMS WITHIN A REASONABLE PERIOD OF TIME OR REPLACE THE SOFTWARE, OR IF GEOGRAPH CANNOT DO SO, IT WILL REFUND TO CUSTOMER THE LICENSE FEE PAID. THIS REMEDY IS CUSTOMER'S EXCLUSIVE REMEDY AND GEOGRAPH'S SOLE LIABILITY FOR THESE WARRANTY CLAIMS.**

b. **Onboarding and Migration Warranty.** Geograph warrants that it will perform the Onboarding and Data Migration Services, as applicable, in conformance with generally accepted practices within the software services industry, and in accordance with the applicable SOW, for a period of 90 days after delivery of such services under the SOW. Geograph's obligations in this section are conditioned upon Customer providing Geograph written notice of the claim during the warranty period or within 30 days after. **IF CUSTOMER BELIEVES THERE IS A BREACH OF THE ABOVE WARRANTY, THEN CUSTOMER MUST NOTIFY GEOGRAPH NO LATER THAN 30 DAYS AFTER THE END OF THE WARRANTY PERIOD AND PROVIDE REASONABLE COOPERATION TO GEOGRAPH. GEOGRAPH WILL USE COMMERCIALLY REASONABLE EFFORTS TO REMEDY COVERED WARRANTY CLAIMS WITHIN A REASONABLE PERIOD OF TIME OR REPLACE THE NON-CONFORMING SERVICES, OR IF GEOGRAPH CANNOT DO SO, IT WILL REFUND THE FEE PAID FOR THE NON-CONFORMING SERVICES. THIS REMEDY IS CUSTOMER'S EXCLUSIVE REMEDY AND GEOGRAPH'S SOLE LIABILITY FOR THESE WARRANTY CLAIMS.**

c. **DISCLAIMER. GEOGRAPH DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER UNDERSTANDS THAT THE SOFTWARE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.**

## 5. PAYMENT.

Customer must pay all fees as specified on the order, but if not specified, then within 30 days of receipt of an invoice. The fees are exclusive of sales, use, withholding, VAT and other similar taxes, and Customer is responsible for payment of such taxes at the rate and in the manner for the time being prescribed by law. If Geograph has the legal obligation to pay or collect taxes for which Customer is responsible under this section, Geograph will invoice Customer and Customer will pay that amount unless Customer provides Geograph with a valid tax exemption certificate authorized by the appropriate taxing authority. This agreement contemplates one or more orders for the Software, which orders are governed by the terms of this agreement.

## 6. MUTUAL CONFIDENTIALITY.

a. **Definition of Confidential Information.** Confidential Information *means* all non-public information disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**). Geograph's Confidential Information includes, without limitation, the Software, its user interface design and layout, and pricing information.

b. **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (i) not use any Confidential Information of the Discloser for any purpose outside the scope of this agreement; and (ii) limit access to Confidential Information of Discloser to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient containing protections not materially less protective of the Confidential Information than those in this agreement.

c. **Exclusions.** Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) is independently developed by the Recipient without use of or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance notice to seek a protective order.

## 7. PROPERTY.

a. **Reservation of Rights.** The Software is the proprietary property of Geograph and its licensors, and all right, title, and interest in and to such items, including all associated intellectual property rights, remain only with Geograph and its licensors. The Software is protected by applicable copyright and other intellectual property laws. Customer may not remove any product identification, copyright, trademark, or other notice from the Software. Geograph reserves all rights unless expressly granted in this agreement.

b. **Restrictions.** Customer *may not*: (i) transfer, assign, sublicense, rent the Software, create derivative works of the Software, or use it in any type of service-provider environment; (ii) reverse engineer, decompile, disassemble, or translate the Software; (iii) evaluate the Software for the purpose of competing with Geograph; or (iv) operate the Software other than in accordance with its technical documentation.

## 8. REMOTE CONNECTION.



The Software connects to Geograph's license management system over the internet to authenticate users and verify license entitlements. Customer must maintain network connectivity sufficient for this purpose. If the Software cannot reach Geograph's license management system to re-authenticate, the Software may cease

to function until connectivity is restored. Geograph is not responsible for any loss of access resulting from Customer's failure to maintain the required connectivity. More information regarding these license features is located at [insert link]

9. **TERM AND TERMINATION.**

a. **Term.** This agreement expires at the end of the license period specified in the accompanying order.

b. **Mutual Termination for Material Breach.** If either party is in material breach of this agreement, the other party may terminate this agreement at the end of a written 30-day notice/cure period, if the breach has not been cured. Customer may also terminate this Agreement with or without cause for any reason upon thirty (30) days written notice provided to Geograph.

c. **Return Geograph Property Upon Termination.** Upon termination of this agreement or a license for any reason, Customer must discontinue using the Software, de-install, and destroy or return the Software and all copies within 5 days. Upon Geograph's request, Customer will confirm in writing its compliance with this destruction or return requirement.

10. **LIABILITY LIMIT.**

a. **EXCLUSION OF INDIRECT DAMAGES. TO THE MAXIMUM EXTENT ALLOWED BY LAW, GEOGRAPH IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF OR UNAUTHORIZED ACCESS TO DATA OR INFORMATION; AND LOST PROFITS, REVENUE, OR ANTICIPATED COST SAVINGS) FOR BREACH OF THIS AGREEMENT, EVEN IF IT KNOWS OF THE POSSIBILITY OR FORESEEABILITY OF SUCH DAMAGE OR LOSS.**

b. **TOTAL LIMIT ON LIABILITY. TO THE MAXIMUM EXTENT ALLOWED BY LAW, EXCEPT FOR GEOGRAPH'S INDEMNITY OBLIGATIONS, GEOGRAPH'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR BREACH OF THIS AGREEMENT DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY.**

c. Geograph shall provide insurance during the performance of this Agreement as described in the attached Insurance Schedule.

11. **SUPPORT.**

Geograph's technical support and maintenance services (**Support**) are included with the license purchase. Support is provided under the Support policies then in effect. Geograph may change its Support terms, but Support will not materially degrade during any Support term. More details on Support are located at _____.

12. **INDEMNIFICATION FOR THIRD-PARTY CLAIMS.**

Geograph will defend or settle any third-party claim against Customer to the extent that such claim alleges that the Software infringes a copyright, patent, trademark, or other intellectual property right, if Customer promptly notifies Geograph of the claim in writing, cooperates with Geograph in the defense, and allows Geograph to solely control the defense or settlement of the claim. ***Costs.*** Geograph will indemnify and hold harmless Customer from any infringement claim defense costs it incurs in defending Customer under this indemnity, Geograph-negotiated settlement amounts agreed by Geograph, and court-awarded damages. ***Process.*** If such a claim appears likely, then Geograph may modify the Software, procure the necessary rights, or replace it with the functional equivalent. If Geograph determines that none of these are reasonably available, then Geograph may terminate the Software and refund any prepaid and unused term license fees. ***Exclusions.*** Geograph has no obligation for any claim arising from: Geograph's compliance with Customer's specifications; a combination of the Software with other technology or aspects where the infringement would not occur but for the combination; or technology or aspects not provided by Geograph**.**

Geograph with also save, defend and hold harmless Customer, its officers and employees from and against any and all claims or damages arising out of or related to Geograph’s the negligent performance of this Agreement.

**THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND GEOGRAPH'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT.**

## 13. GOVERNING LAW AND FORUM.

This agreement is governed by the laws of the State of Iowa (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this agreement. Any suit or legal proceeding must be exclusively brought in the Iowa District Court for Dubuque County, Iowa and Geograph submits to this personal jurisdiction and venue. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

## 14. OTHER TERMS.

n. **Entire Agreement and Changes.** This agreement and the order constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer is not relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise, or inducement not included in this agreement is binding. No modification or waiver of any term of this agreement is effective unless both parties sign it.

o. **No Assignment.** Neither party may assign or transfer this agreement to a third party, except that the agreement and all orders may be assigned without the consent of the other party as part of a merger or sale of all or substantially all of a party's businesses or assets, not involving a competitor of the other party, or at any time to an Affiliate.

p. **Independent Contractors.** The parties are independent contractors with respect to each other, and neither party is an agent, employee, or partner of the other party or the other party's Affiliates.

q. **Enforceability and Force Majeure.** If any term of this agreement is invalid or unenforceable, the other terms remain in effect. Neither party is liable for its non-performance due to events beyond its reasonable control and whether foreseeable or not, including but not limited to natural weather events and disasters, labor disruptions, disruptions in the supply of utilities, and public Internet failures.

r. **Money Damages Insufficient.** Any breach by a party of this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach of this agreement.

s. **Order of Precedence.** If there is an inconsistency between this agreement and an order, the order prevails.

t. **Survival of Terms.** All provisions of this agreement regarding payment, confidentiality, indemnification, limitations of liability, proprietary rights and such other provisions that by fair implication require performance beyond the term of this agreement must survive expiration or termination of this agreement until fully performed or otherwise are inapplicable. The UN Convention on Contracts for the International Sale of Goods does not apply.

u. **Compliance Audit.** No more than once in any 12-month period and upon at least 30 days' advance notice,
Geograph (or its representative) may audit Customer's usage of the Software at any Customer facility. Customer will cooperate with such audit. Customer agrees to pay within 30 days of written notification any fees applicable to Customer's use of the Software in excess of the license.

v. **Export Compliance.** The Software and Confidential Information may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Neither party will permit its personnel or representatives to access any Software in a U.S.-embargoed country or in violation of any applicable export law or regulation.

w. **U.S. Government Restricted Rights.** If Customer is a United States government agency or acquired the license to the Software hereunder pursuant to a government contract or with government funds, then as defined in FAR §2.101, DFAR §252.227-7014(a)(1), and DFAR §252.227-7014(a)(5), or otherwise, all Software provided in connection with this agreement are "commercial items," "commercial computer software," or "commercial computer software documentation." Consistent with DFAR §227.7202 and FAR §12.212, any use, modification, reproduction, release, performance, display, disclosure, or distribution by or for the United States government is governed solely by the terms of this agreement and is prohibited except to the extent permitted by the terms of this agreement.

x. **Open Source Software Licenses.** The Software may contain embedded open source software components, which are provided as part of the Software and for which additional terms may be included in the technical documentation.

y. **Feedback.** If Customer provides feedback or suggestions about the Software, then Geograph (and those it allows to use its technology) may use such information without obligation to Customer.

| _____ (Customer) | **Geograph Technologies, LLC (Geograph)** |
|---|---|
| Signature: Michael VanMilligen | Signature: Reece Hewitt |
| Printed Name: Michael C. VanMilligen | Printed Name: Reece Hewitt |
| Title: City Manager | Title: customer Experience Specialist |
| Date: 07/23/2026 | Date: 7/23/26 |
| Address: City of Dubuque<br>50 W 13th St<br>Dubuque, IA<br>52001 | Address: 103 West Main Street<br>Easley, SC 29640 |





## WEB SUPPORT & MAINTENANCE TERMS

| | |
|---|---|
| **Phone Support** | _____ to _____ _____ (_____)<br>(excluding company holidays) |
| **Support Phone** | _____ |
| **Support Email** | _____ |
| **Case Logging** | Software maintenance, which includes maintenance releases, enhancements, new versions, additions, and modifications to the Software, that it provides to all other customers under support for no additional fee. |
| | Bug fixes to bring the Software into substantial conformance with its then-current user guide. |
| | Response time in accordance with the chart below. |

| | |
|---|---|
| | Resolution Process for Issues of Severity Levels 1 and 2: |
| | (1) Trouble Ticket opened. |
| | (2) Assign engineer to determine and correct the error. |
| | (3) Periodic reports on the status of the correction. |
| | (4) Initiate work to correct the error. |

**RESPONSE TIME CHART**

| SEVERITY | DEFINITION RESPONSE GOAL | DETAILS |
|---|---|---|
| **Severity 1** | Software substantially fails to perform. 1 hour | (1) Trouble Ticket opened.<br>(2) Assign engineer to determine and correct the error.<br>(3) Periodic reports on the status of the correction.<br>(4) Initiate work to correct the error. |
| **Severity 2** | Substantial degradation in performance of the Software. 2 hours | (1) Trouble Ticket opened.<br>(2) Assign engineer to determine and correct the error.<br>(3) Periodic reports on the status of the correction.<br>(4) Initiate work to correct the error. |
| **Severity 3** | Minimal-to-no impact on the availability or performance of the Software. 3 days | Commercially reasonable efforts to include in next major release. |



Confidential Information of Geograph Technologies, LLC

GEOGRAPH Technologies LLC
103 W Main St STE A Easley, SC 29640 USA ar@geograph.tech

Invoice 3114

GEOGRAPH

DATE PLEASE PAY DUE DATE

BILL TO

City of Dubuque, IA
City Hall Annex
1300 Main
Dubuque, IA 52001
United States

| 04/30/2026 | USD 20,000.00 | 05/30/2026 |
|---|---|---|

| DATE | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| 05/31/2026 | CrescentLink Tier 1 Annual Enterprise Site Subscription | 1 | 20,000.00 | 20,000.00 |

Ways to pay

| | |
|---|---|
| SUBTOTAL | 20,000.00 |
| TAX | 0.00 |
| TOTAL | 20,000.00 |

View and pay

TOTAL DUE **USD 20,000.00**

THANK YOU.

110-55-5512-20-210-5502-00-01-64190

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/11/2026

**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**

Relation Insurance Services of North Carolina, Inc
d/b/a Furman Insurance 11215
N. Community House Rd #100
Charlotte NC 28277

**CONTACT NAME:** LeeAnne Stewart
**PHONE (A/C, No, Ext):**
**FAX (A/C, No):**
**E-MAIL ADDRESS:** leeanne.stewart@relationinsurance.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : The Travelers Indemnity Company | 25658 |
| INSURER B : Travelers Property Casualty Company of Amer | 25674 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**

Geograph Tech LLC
103 W Main St
Ste 8
Easley SC 29640-2038

**COVERAGES** **CERTIFICATE NUMBER:** 2025-26 Master **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 | | | 6800L599154-25-42 | 07/30/2025 | 07/30/2026 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY ☐ PRO-JECT ☐ LOC<br>OTHER: | | | | | | PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | **AUTOMOBILE LIABILITY**<br>ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>X NON-OWNED AUTOS ONLY | | | 6800L599154-25-42 | 07/30/2025 | 07/30/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| B | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** CLAIMS-MADE<br>DED X RETENTION $ 5,000 | | | CUP0L977919-25-42 | 07/30/2025 | 07/30/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000 |
| B | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | UB0L892309 | 07/30/2025 | 07/30/2026 | X PER STATUTE ☐ OTHER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Technical Professional Liability & Cyber Liability | | | 6800L599154-25-42 | 07/30/2025 | 07/30/2026 | EAch Claim | $ 5,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

City of Dubuque, IA
50 West 13th Street

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**

Jan Cooper

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THE CITY OF DUBUQUE
*Masterpiece on the Mississippi*

City of Dubuque
Dept: Water Department
50 W. 13th Street
Dubuque, IA 52001
Phone #563.589.4291

**CITY OF DUBUQUE, IOWA**
**SHORT FORM**
**VENDOR SERVICE AGREEMENT**

THIS VENDOR SERVICE AGREEMENT (the Contract), between the City of Dubuque, Iowa (City), by its City Manager, through authority conferred upon the City Manager by its City Council and

Leslein Trucking (Vendor) at
(Vendor Name)
1833 N. Main St Dubuque, Iowa 52001
(Vendor Address - City and State)

**PROJECT TITLE:** Lime Residuals (Lime Sludge) Removal, Hauling, Transportation, Storage, and Disposal Services 2026 (Project)

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**VENDOR AGREES:**

1. To furnish all material and equipment and to perform all labor necessary for:
The Contractor shall be solely responsible for the complete removal, transportation, management, land application, disposal and/or storage of lime residuals generated at the City of Dubuque Water Treatment Plant.

The work described above shall be completed at the following location(s):
1902 Hawthorne St. Dubuque Iowa 52001 and contractor deposit sites

The Project shall be completed in strict accordance with the terms as described in this Contract; in strict accordance with the requirements of the laws of the State of Iowa and ordinances of the City of Dubuque, just as much as if the detailed statements thereof were repeated herein.

2. Contract Documents shall mean and include the following where applicable:

Documents listed in **bold** should be attached to this document upon submission.

- **Request for Proposal (or procurement documentation)**
- This Contract;
- Ordinances and resolutions heretofore adopted by the City Council having to do with this Project;
- **The Vendor's Proposal**;
- **Plans and Specifications**;
- **General Requirements** as adopted by the City Council for the Project;
- **Terms and Conditions (Exhibit A)**; and
- **Insurance Schedule G for Vendors (Exhibit B) or Insurance Schedule J for Professional Services (Exhibit C).**
  Check Appropriate Box
  ☐ Insurance Schedule G – Vendors
  ☐ Insurance Schedule J – Professional Services
- Other: X Insurance Schedule M - Truck Haulers Truck Snow Plowing City

3. All materials used by the Vendor on this Project shall be of the quality required by the Contract Documents and shall be put in place in accordance with the Contract Documents.

4. The Vendor shall remove any materials rejected by the City Manager as defective or improper, or any of said work condemned as unsuitable or defective, and the same shall be replaced or done anew to the satisfaction of the City Manager at the cost and expense of the Vendor.

5. The Vendor has read and understands the Contract Documents and has examined and understands the project description described in Section 1 of this Agreement and any attached Special Conditions herein referred to and agrees not to plead misunderstanding or deception because of estimates of quantity, character, location or other conditions surrounding the same.

6. The Vendor shall fully complete the Project under this Contract on or before
   6/30/2028 With two additional two year renewal options. .
   (DATE)

7. Indemnification; Liability for City Damage

   A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property (other than the Project itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, the Contractor's subcontractor, or anyone directly or indirectly employed by the Contractor or the Contractor's subcontractor or anyone for whose acts the Contractor or the Contractor's subcontractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

B. The Contractor shall also be liable to the City for any damage to City property arising out of or related to the Contractor's negligent performance of the Contract.

8. Prior to the commencement of any work on this Project and at all times during the performance of this Contract, the Vendor shall provide evidence of insurance which meets the requirements of the City's Insurance Schedule G or Insurance Schedule J attached to this Contract.

Check Appropriate Box
☐ Insurance Schedule G – Vendors
☐ Insurance Schedule J – Professional Services
x Insurance Schedule M - Truck Haulers Truck Snow Plowing City

9. The Vendor agrees that no work under this Contract shall commence until the City has authorized said work in writing. Any work started by the Vendor prior the City authorization shall be considered unauthorized and done at the sole risk to the Vendor.

10. Vendor will comply with all federal, state, and local laws and regulations in the performance of this Contract.

11. The City may terminate this Contract with or without cause upon fourteen (14) days' written notice delivered to the Vendor.

12. This Contract shall be governed by the laws of the State of Iowa and exclusive jurisdiction and venue for any action arising out of or related to this Contract shall be the Iowa District Court for Dubuque County.

**THE CITY AGREES:**

Upon the completion of this Contract, and the acceptance of the Project by the City Manager, the City agrees to pay the Vendor as full compensation for the complete performance of this Contract, the amount stated below, less any agreed damages provided for in the Contract Documents.

CONTRACT AMOUNT $ 220,000.00

**CITY OF DUBUQUE, IOWA**

By: Michael Van Milligen 07/28/2026
Michael C. Van Milligen — Date
City Manager

**VENDOR:**

Leslein TRUCKing
Company Name

By: Jam Leslein 7-23-26
Signature — Date

JAMES LESLEIN
Printed Name

OWNER
Title

**VENDOR ACKNOWLEDGEMENT OF ATTACHED SPECIAL CONDITIONS:**

By: _____ _____
Signature Date

_____
Printed Name

_____
Title

## EXHIBIT A

## TERMS AND CONDITIONS

The following Terms and Conditions apply to City of Dubuque Transactions:

1. The City of Dubuque is exempt from federal excise tax and Iowa sales tax.

2. The City of Dubuque will not be responsible for payment for any goods delivered without a purchase order.

3. The vendor will send a separate invoice for each purchase order number. All invoices, packages, shipping notices, or the like affecting the order shall contain the applicable purchase order number. The vendor is to submit original invoice to the address shown in the SHIP TO section on the front of this order.

4. No freight or packing charges will be allowed by the City of Dubuque unless specifically authorized.

5. It is understood by the vendor that the cash discount period to the City of Dubuque will date from the receipt of the invoice or from the date of the receipt of the goods, whichever is later.

6. The risk of loss of and damage to the goods which are the subject of this order, regardless of the F.O.B. point, is and will remain with the vendor until the goods are delivered to the destination set out in the order and accepted by the City of Dubuque or the authorized City of Dubuque representative.

7. In the event of the vendor's failure to deliver as and when specified, or to perform as and when specified, the City of Dubuque reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, and the vendor agrees that the City of Dubuque may return part or all of any shipment so made and may charge the vendor with any loss expense sustained as a result of such failure to deliver or to perform.

8. In the event any article, service, or process sold, delivered and/or performed hereunder is covered by any patent, copyright, or application for either, the vendor will indemnify and save harmless the City of Dubuque from any and all loss, cost, or expenses on account of any and all claims, suits, or judgments on account of the use or sale of such article or the use of such service or process in violation of such patent, copyright or application for either.

9. In the event any article, service, or process sold and delivered or sold and performed hereunder is defective in any respect whatsoever, the vendor will indemnify and save harmless the City of Dubuque from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to person or property that may happen or occur in connection with the use or sale of such article, or process and are contributed to by said defective condition.

10. The vendor agrees not to release any advertising copy mentioning the City of Dubuque or quoting the opinion of any City of Dubuque employee without the prior written authorization from the City of Dubuque.

11. The vendor represents and warrants that no federal or state statute or regulation, or local municipal ordinance has been or will be violated in the manufacturing, sale and delivery hereunder. If such violation has or does occur, the vendor will indemnify and save harmless the City of Dubuque from all loss, penalties, or payment of all sums of money on account of such violation.

12. The City of Dubuque may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice, or course of dealing to the contrary.

13. The terms and conditions of sale as stated in this order govern in the event of conflict with any terms of the vendor's proposal, and are not subject to change by reason of any written or verbal statements by the vendor or by any terms stated in the vendor's acknowledgement unless same be accepted in writing by the City of Dubuque.

14. Current Safety Data Sheets (SDS), when applicable to the order, must be provided by the vendor in accordance with all regulations.

## EXHIBIT B

## INSURANCE SCHEDULE G

1. Vendor shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to the contract commencement. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Vendor Service Agreement dated _____.

2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.

3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.

4. The service provider shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Dubuque.

5. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.

6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Director of Finance and Budget. The service provider must identify or list in writing all deviations and exclusions from the ISO form.

8. If vendor's limits of liability are higher than the required minimum limits then the vendor's limits shall be this agreement's required limits.

9. Vendor shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Vendor agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the Vendor.

10. Vendor shall be responsible for deductibles/self-insured retention for payment of all policy premiums and other costs associated with the insurance policies required below.

11. All certificates of insurance must include agents name, phone number, and email address.

12. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

13. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to written mutual agreement attached hereto.

## INSURANCE SCHEDULE G (continued)

**EXHIBIT I**

**A) COMMERCIAL GENERAL LIABILITY**

| | |
|---|---|
| General Aggregate Limit | $2,000,000 |
| Products-Completed Operations Aggregate Limit | $1,000,000 |
| Personal and Advertising Injury Limit | $1,000,000 |
| Each Occurrence | $1,000,000 |
| Fire Damage Limit (any one occurrence) | $50,000 |
| Medical Payments | $5,000 |

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or Business owners form BP 00 02, shall be clearly identified.
2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
3) Include endorsement indicating that coverage is primary and non-contributory.
4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
5) Include additional insured endorsement for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.
6) Policy shall include Waiver of Right to Recover from Others endorsement.
7) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

**B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY**

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

| | | |
|---|---|---|
| Coverage A | Statutory—State of Iowa | |
| Coverage B | Employers Liability | |
| | Each Accident | $100,000 |
| | Each Employee-Disease | $100,000 |
| | Policy Limit-Disease | $500,000 |

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

**OR**

If, by Iowa Code Section 85.1A, the Vendor is not required to purchase Workers' Compensation Insurance, the Vendor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

## INSURANCE SCHEDULE G (continued)

**C) POLLUTION LIABILITY**

Coverage required: ___ Yes ___ No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution product and completed operations coverage shall also be covered.

| | |
|---|---|
| Each Occurrence | $2,000,000 |
| Policy Aggregate | $4,000,000 |

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10. (Ongoing operations) or its equivalent and CG 20 37(competed operations).
3) Include Preservation of Governmental Immunities Endorsement.
4) Provide evidence of coverage for 5 years after completion of project.
5) Include endorsement indicating that coverage is primary and non-contributory.
6) Policy shall include waiver of right to recovery from others endorsement.

**D) PROFESSIONAL LIABILITY** $1,000,000

Coverage required: ___ Yes ___ No

If the required policy provides claims-made coverage:

1) The Retroactive Date must be shown and must be before the date of the agreement.
2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

**E) CYBER LIABILITY/BREACH** $1,000,000

Coverage required: ___ Yes ___ No

Coverage for First and Third Party breach liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

**F) UMBRELLA/EXCESS** $1,000,000

Coverage required: ___ Yes ___ No

The General Liability, Automobile Liability and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

## PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

# SPECIMEN

**(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)**

## EXHIBIT C

## 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 ___ 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.

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

## PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

# SPECIMEN

**(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)**

## INSURANCE SCHEDULE M

1. Trucker 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 sixty (60) days. Truckers 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. Each certificate shall include a statement under Description of Operations as to why issued; e.g., Project # 4203-64985 or construction of Water Treatment Lime Sludge Hauling.

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 Rating Guide.

3. Each certificate shall be furnished to: City of Dubuque, Finance Department, 50 West 13th Street, Dubuque, Iowa 52001.

4. Failure to provide minimum coverage shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this Agreement.

5. Trucker shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subcontractors and sub-subcontractors. Trucker agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverages. The City may request a copy of such certificates from the Trucker.

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, an equivalent form may be substituted subject to the provider identifying and listing in writing all deviations and exclusions that differ from the ISO form.

8. The Contractor 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. Whenever an ISO form is referenced the current edition of the form must be used.

10. Lessee, license, and permittees 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.

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 the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

## CITY OF DUBUQUE INSURANCE SCHEDULE M
## (continued)

## EXHIBIT I

### A. COMMERCIAL GENERAL LIABILITY

| | |
|---|---|
| General Aggregate Limit | $2,000,000 |
| Products-Completed Operations Aggregate Limit | $2,000,000 |
| Personal and Advertising Injury Limit | $1,000,000 |
| Each Occurrence | $1,000,000 |
| Fire Damage Limit (any one occurrence) | $ 50,000 |
| Medical Payments | $ 5,000 |

1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with the current ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.

2) Include ISO endorsement form CG 25 03 "Designated Construction Project(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 26, Ongoing Operations.

6) 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 nonpayment of premium shall be sent to: City of Dubuque, Finance Department, 50 West 13th Street, Dubuque, IA 52001.

8) Include ISO endorsement form CG 22 92 if work involves snow or ice removal activities.

## CITY OF DUBUQUE INSURANCE SCHEDULE M
## (continued)

**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 a non-owned and hired vehicles.

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

x **YES** ____ **NO**

Amount $1,000,000

The General Liability, Automobile Liability, and Employer's Liability Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Noncontributory in favor of the City.

## CITY OF DUBUQUE INSURANCE SCHEDULE M
## (continued)

**E. POLLUTION LIABILITY**

**Coverage Required:** X **YES** ____ **NO**

Pollution liability coverage shall be required if work involves they transport, dissemination, use, or release of pollutants.

| | |
|---|---|
| Each Occurrence | $2,000,000 |
| Policy Aggregate | $4,000,000 |

1) Policy to include job site and transportation coverage.
2) Include additional insured for:

   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing Operations) or its equivalent and CG 20 37 (Completed Operations) or its equivalent.

3) Include Preservation of Governmental Immunities Endorsement.
4) Include endorsement indicating that coverage is primary and non-contributory.
5) Policy shall include Waiver of Right to Recovery From Others Endorsement.
6) Pollution Liability shall include ISP endorsement CA 99 48. Pollution Liability-Broadened Coverage for Covered Autos, or equivalent endorsement if the contractor has vehicles that transport fuel onto the owner's property.

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque 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. 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.

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)**

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globalpayments

# CLIENT SATISFACTION OFFER

Merchant Name or DBA Name: COD - JULE TRANSIT, COD - PASSPORT PARKING ("**Merchant**")

Merchant ID(s): 39300981813982, 39300981048597 ("**MID**" or "**MIDs**")

Date: 4/10/2026

TSYS MERCHANT SOLUTIONS, LLC ("**Global Payments**"), values its merchant clients and strives to create mutually beneficial, long-term relationships with them. To that end, Global Payments offers you, the Merchant, the following terms. Accepting this offer will modify your Application for Merchant Card Processing ("**Application**") and Merchant Card Processing Agreement (the Application and the Card Processing Agreement are collectively referred to as the "**Agreement**") with Global Payments so that the rate and fees provided for in the Fee Schedule of the Application are amended in accordance with the adjustments listed below (the "**Amended Rates**"). Capitalized terms not defined herein shall have the meaning given in the Agreement.

**Amended Rates**

Structure Change

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Discount Rate | All Card types | 0.50% | Per item | $0.00 | | | |
| Auth Transactions | All Card Types | $0.13 | AMEX | $0.13 | Debit | $0.13 | |
| Settlement Funding Fee | 0.25% | | | | | | |

**Contract Term**

The Amended Rates will become effective on the first day of the calendar month of the Effective Date so long as this Client Satisfaction Offer is executed and received by Global Payments by the 10th of the calendar month, otherwise the Amended Rates will be effective on the first day of the calendar month following the Effective Date. The Amended Rates remain subject to change as per the terms and conditions of the Agreement. All fees, rates, charges and other terms not otherwise revised per this Client Satisfaction Offer remain in full force and effect.

Merchant agrees to extend the term of the Agreement for 36 months from the last date of execution below (the "**Effective Date**"). This time period will be referred to as the "**Extended Term**". At the expiration of the Extended Term, the Agreement will automatically renew as per the terms of the Agreement for successive one-year periods (each a "**Renewal Term**", and collectively with the Initial Term and the Extended Term, the "**Term**").

Merchant agrees to pay an account closure fee of $500 per terminating MID upon early termination of the Agreement, or such portion of the foregoing as may be permitted by applicable law.

All other terms and conditions of the Agreement remain unchanged. This Client Satisfaction Offer and the details contained herein are confidential and may not be disclosed, displayed, or otherwise transmitted to any third party except to attorneys, accountants or other professional advisers as may be necessary to effect the purposes of this letter between the parties. By signing below, each party acknowledges that it has carefully read and fully understood this amendment, and each agrees to be bound by the terms of this amendment.

TSYS MERCHANT SOLUTIONS, LLC

Signed By: Signed by: Kennedy Anderson 4EE55A427EF947A...

Name: Kennedy Anderson

Title: Manager

Date: June 4, 2026

COD - JULE TRANSIT, COD - PASSPORT PARKING

Signed By: Michael Van Milligen

Name: Michael C. Van Milligen

Title: City Manager

Date: 06/02/2026

Docusign Envelope ID: C655D2F2-BF67-8D34-82F2-D18D83C23987

July 17, 2026

City of Dubuque
Anderson Sainci
City Hall, 50 W 13th Street
Dubuque, Iowa 52001

Dear Anderson Sainci,

Thank you for choosing the Grand River Center to host City of Dubuque! We are looking forward to assisting you with the details to make your event a memorable experience for you and your attendees.

Please review this agreement carefully, sign, and return. Once signed, we will counter-sign and send you a copy for your records.

Upon completion of the booking process, we will work with you on the details of your event, including scheduling, setups, catering, audio/visual services, and much more.

If you have any additional questions, please do not hesitate to reach out to me.

Thanks again,

Sincerely,
Rachel Clisch
Director of Sales and Marketing
Grand River Center- proudly managed by Oak View Group
Email: rachel.clisch@oakviewgroup.com
Phone: 563.239.9301

GRAND RIVER CENTER

OVG
OAK VIEW GROUP

# LICENSE AGREEMENT - GRAND RIVER CENTER

**EVENT ID:** 3603-65-65-23566
Effective Date: July 17, 2026

| Licensee's Name ("**Licensee**"): | Facility ("**Facility**"): |
|---|---|
| City of Dubuque<br>City Hall, 50 W 13th Street<br>Dubuque,Iowa 52001 | Grand River Center<br>500 Bell Street<br>Dubuque, Iowa 52001 |
| Description of event to be held: City of Dubuque<br><br>Expected attendance: 25 | |
| Base License Fee ("**Base License Fee**"): U.S. $200.00 | Food and Beverage Fee Minimum (the "**F&B Minimum**") U.S. $375.00 (exclusive of the then-current Management Charge, which is currently at 22% but subject to increase, and cash sales.) |

Deposit Amount ("**Deposit**"): U.S. ; due as follows:

**Area(s) of Facility that Licensee may use and dates of use, including load in/out, if applicable:**

**EVENT TIMELINE**

| Date | Time | Function | Space | Setup | AGR |
|---|---|---|---|---|---|
| Wed, 8/12/2026 | 8:00 AM-10:00 AM | Breakfast & Program | River Room | | 25 |

**VENUE RENTAL ESTIMATE**

| Date | Time | Room | Price | Discount | Total |
|---|---|---|---|---|---|
| 8/12/2026 | 8:00 AM - 10:00 AM | River Room | $1,500.00 | $1,300.00 | $200.00 |

| | | | |
|---|---|---|---|
| **Subtotal Estimate** | | | $1,500.00 |
| Less Discounts | | | $1,300.00 |
| | Flat Discount | $1,300.00 | |
| **Rental Estimate** | | | **$200.00** |

**ITEM CHARGES ESTIMATE**

**Catering**

| Time | Item/Title | Qty/Price | Subtotal |
|---|---|---|---|
| | Food and Beverage Minimum | 1 Each @ $375.00/Each | $375.00 |
| | *(exclusive of the then-current Management Charge, which is currently at 22% but subject to increase, and cash sales.)* | | |

| | | | |
|---|---|---|---|
| **Subtotal Estimate** | | | $375.00 |
| **Catering Total:** | | | **$375.00** |
| **Item Charges Estimate** | | | **$375.00** |

**EVENT SUMMARY ESTIMATE**

| | | | |
|---|---|---|---|
| **Event Charges Estimate** | | | $1,875.00 |
| Less Discounts | | | $1,300.00 |
| | Flat Discount | $1,300.00 | |
| **Subtotal Estimate** | | | $575.00 |

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| | |
|---|---|
| **EVENT ESTIMATE** | **$575.00** |

**SPECIAL CONDITIONS:**

This License Agreement (the "**Agreement**") is between **(i)** Global Spectrum, L.P. d/b/a Oak View Group ("**Operator**") as agent on behalf of the City of Dubuque, Iowa **("Owner")**, and (**ii**) the Licensee set forth above.

**Background**

Owner is the owner of the Facility and has engaged Operator to manage and operate the Facility. Operator is authorized by Owner to license the use of the Facility to others for the purpose of holding certain events. The purpose of this Agreement is to set forth the terms and conditions on which Operator is granting Licensee a license to use the Facility for the purpose of holding the Event. By signing below, the parties acknowledge receipt and understanding of all the terms and conditions herein, including the below Standard Terms and Conditions.

ACCEPTED AND AGREED:

| **City of Dubuque** | | **GLOBAL SPECTRUM L.P. DBA OAK VIEW GROUP as agent on behalf of City of Dubuque, Iowa** | |
|---|---|---|---|
| By: | Michael Van Milligen | By: | Signed by: Scott Hallgren 5C9462E76FB7414... |
| Print Name: | Michael C. Van Milligen | | General Manager |
| Title: | City Manager | Date: | 7/28/2026 |
| Date: | 07/28/2026 | | |

# STANDARD TERMS AND CONDITIONS

1. **Grant of License; Licensed Premises.** Subject to the terms and conditions of this Agreement, Operator grants to Licensee a license to use the Licensed Premises during the Term, for the limited purpose of holding the Event (and for associated load in, set up, and load out of the Event, if applicable) and not for any other purpose. Licensee shall not have access rights or privileges in or to any other part of the Facility besides the Licensed Premises, except for the privilege of ingress and egress through the public corridors at the Facility, on a non-exclusive basis, as necessary to utilize the Licensed Premises. Unless agreed otherwise in writing by Operator, the Event shall be by "invitation only" and will not be open to the public. Licensee shall use the Licensed Premises to hold and present the Event in accordance with the terms and conditions of this Agreement and all rules and regulations of Operator or Owner pertaining to the Facility (the "**Facility Rules**"), as modified from time to time upon notice to Licensee.

2. **Term**. The Term shall be as set forth above. If the Term is extended (which may occur only with the prior written consent of Operator) Licensee shall be solely responsible for all costs and expenses incurred or required in connection with such extension. In addition, if the Event (or any session thereof) runs beyond the agreed end time on any of the Event nights, or if load-out runs beyond the proscribed time, Licensee shall be liable for any additional expenses incurred by Operator, including but not limited to payments to union labor, if applicable.

3. **Duties of Operator**. Operator, at the cost and expense of Licensee except or as otherwise provided hereunder, shall provide (or cause to be provided) the following in connection with the Event (the cost of which shall collectively constitute "**Costs**"):

   (a) Staffing. Any and all personnel as may be required by Operator (in its sole discretion) to properly staff the Facility for the Event and for the proper and safe presentation of the Event, including, without limitation, personnel to set up and take down the Event (including all riggers), security personnel, ushers, crowd control, first aid (EMT), fire personnel, supervisors, electricians, janitorial staff, audio visual technicians, telecommunications staff, concession and catering staff, and other necessary support services customarily provided by Operator for a like event, as applicable; and

   (b) Additional Requested Items and Services. Additional items, personnel, and services, which Licensee requests to be provided in connection with the Event and which Operator is reasonably able to provide, such as stagehands for set-up, take down and productions, additional production requirements, and lighting and/or sound equipment other than the current sound or lighting system in the Facility, all of which shall be subject to the approval of Operator.

   It is understood by Licensee that services, labor, and equipment will be provided only to the extent of existing available inventory and in consideration of other Facility events and activities.

4. **Food and Beverage**. The F&B Provider shall have the exclusive right to provide food and beverage services in connection with the Event. The "**F&B Provider**" shall be the Operator or, if applicable, any third party the Facility has contracted with to be the exclusive food and beverage provider for the Facility. No other individual or organization is permitted to bring food or beverage products into the Facility, without the express written consent of Operator.

   (a) Food & Beverage Fee. Licensee shall pay the F&B Provider for all food and beverage services provided at the Event (the "**F&B Fee**"). Licensee acknowledges that the F&B Fee has been established based on Licensee's representation that the F&B Fee hereunder will be no less than the F&B Minimum. In the event the actual F&B Fee is less than the F&B Minimum, Operator shall have the right to increase the F&B Fee to the F&B Minimum.

   (b) Banquet Event Order. No later than 21 days prior to the Event, Licensee and F&B Provider shall enter into a banquet event order form including the specific menu items and estimate of number of people attending the Event for whom such items will be provided (the "**BEO**"). Such BEO shall include an estimate of the F&B Fee and additional terms and conditions as may be required by the F&B Provider. No later than 5 business days prior to the Event, the BEO shall be revised to reflect any changes to the guaranteed number of people attending the Event. Once such BEO is entered into, Licensee shall be required to pay, at a minimum, the F&B Fee specified therein, regardless of any subsequent changes requested to the menu or attendance number. Unless otherwise agreed by Operator, the remaining balance of the F&B Fee not previously paid to the F&B Provider shall be paid by Licensee by money order, wire transfer, or certified check on the day of the Event.

   (c) **All catered events are subject to a Management Charge that will be assessed at the rate in effect at the time of any event. While that rate is currently set at 22% of the goods and services provided, it is subject to increase by up to an additional 2% (to 24%) upon notice to Licensee. This Management Charge is the sole property of the food/beverage service company or the venue**

**owner/operator, as applicable, and is used to cover costs and expenses in connection with the catered event and administration of the event (excluding employee tips, gratuities, and wages), and is not charged in lieu of a tip or gratuity. For avoidance of doubt, the Management Charge is not a tip or gratuity, nor is it purported to be a tip or gratuity for any employee who provides services to guests (e.g., wait staff employee, service employee, service bartender, and the like), and no part of the Management Charge will be distributed (as a tip, gratuity, or otherwise) to any employee who provides service to guests.**

5. **Fees; Deposits.**

   (a) License Fee. Licensee shall pay Operator the following amounts (collectively, the "**Fee**"), and unless otherwise set forth above, the entire Fee shall be paid to Operator in advance of the Event:

      1. Base License Fee; *plus*
      2. F&B Fee; *plus*
      3. Costs as set forth above, and any and other expenses that Licensee is obligated to reimburse Operator for under this Agreement.

   (b) Non-Refundable Deposit. A non-refundable Deposit in the amount set forth above is payable to Operator upon execution of this Agreement. Such Deposit shall be credited to the Fee at settlement. Licensee shall not be entitled to the payment of any interest whatsoever on the Deposit. If the Deposit (or any portion thereof) is not paid on or before the due date(s) specified above, Operator may terminate this Agreement, in its sole discretion, by providing written notice of termination to Licensee. Any such termination shall be in addition to any other rights or remedies available to Operator at law or in equity arising out of such breach by Licensee, including Operator's right to recover damages. Any additional Costs relating to changes in the Event requirements shall, unless otherwise agreed by Operator, be paid by Licensee by money order, wire transfer, or certified check on the day of the Event, unless otherwise agreed by Operator in advance.

   (c) Interest; Payment. In the event Licensee fails to remit payment when due of any amounts due, interest shall accrue on such overdue amounts at the rate of 1.5 % per month (18% per annum), or the maximum rate permitted by law, whichever is less. Unless otherwise agreed by Operator, all payments hereunder shall be made by money order, wire transfer, or certified check.

6. **Event Requirements**. Licensee shall provide to Operator all necessary set-up instructions (personnel, equipment, utilities, layout, etc.) for the Event no later than 30 days prior to the Event (or, if this Agreement is executed less than 30 days prior to the Event, then immediately upon execution hereof) which shall include a copy of a full and complete floor plan for the Event (the "**Event Plan**"). If such Event Plan is not provided to Operator by such date, or if changes are made to the Event Plan after they have been provided to Operator, and Operator incurs additional costs or expenses as a result of such changes, Licensee shall be solely responsible for such additional costs and expenses at Operator's prevailing rates. No set-up of any exhibits may begin without proof of approval of the Event Plan by the local Fire Department/Fire Marshal for the town or city in which the Facility is located (the "**Fire Department**"), as applicable, and by the Operator.

7. **Advertising and Promotion**. Licensee shall not publicize, or permit to be publicized, the Event prior to the execution of this Agreement by Operator. Licensee represents and warrants that **(i)** it has all necessary rights, title, and license in and to any advertising or promotion of the Event, and **(ii)** that all advertising of the Event will be accurate, truthful, and will include accurate information of the Event times and ticket prices (if applicable). All Event-related advertising will be subject to the prior written approval of Operator, not to be unreasonably withheld. All print and broadcast materials associated with the Event shall use the official Facility name/logo as provided by Operator. Operator has no responsibility whatsoever to advertise or market the Event. Operator reserves the right to display or sell, without limitation, advertising, and promotions within and around the Facility, and to retain all income from such display or sale. Licensee shall not interfere with, block, remove, or otherwise disturb advertising or promotions within or around the Facility without the prior written consent of Operator. Signs containing commercial or sponsored advertising messages must be approved in advance in writing by Operator.

8. **Permits and Licenses**. Prior to the Event, Licensee shall procure, at its expense **(i)** all licenses, permits, and approvals required under applicable laws in connection with its use of the Licensed Premises for the Event, including, without limitation, any licenses, permits, or approvals required by the Fire Department, and **(ii)** all licenses required by any performance rights organizations, such as ASCAP, BMI, GMR, SESAC and SOCAN, for music or other works to be utilized or displayed in connection with the Event. Copies of such licenses and proof of payment therefor shall be provided to Operator upon request.

Notwithstanding anything contained herein to the contrary, Licensee shall not be required to secure any permits for the general day-to-day occupancy of the Facility, or any music licenses which have previously been secured by Operator or Owner, as communicated in writing to Licensee.

9. **Indemnification; Limitation on Liability; No Warranties; Risk of Loss**.

(a) Indemnification. Licensee hereby agrees to indemnify and defend Operator, Owner, any and all Facility vendors, and any other present or future lender providing financing to, or in connection with, the construction or operation of, the Facility, and each of their respective successors and assigns, and all past, current, and future agents, representatives, servants, officials, regents, officers, directors or supervisors, consultants, and employees of the foregoing (collectively, the "**Facility Parties**") from and against any and all claims, suits, losses, injuries, damages, liabilities, and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "**Claims or Costs**"), occasioned in connection with, arising or alleged to arise, wholly or in part, from **(i)** any breach of this Agreement by Licensee, **(ii)** the exercise by Licensee of the privileges herein granted, or **(iii)** the acts or omissions, or violation of any applicable law, rule, regulation, or order, of or by Licensee or any of its agents, owners, officers, directors, members, managers, representatives, contractors, exhibitors, employees, guests, or invitees (collectively, the "**Licensee Parties**").

(b) Limitation on Liability. Operator shall not be liable under any circumstances to Licensee for any indirect, special, punitive, or consequential damages, or loss of revenue or profits arising in connection with this Agreement, even if Licensee has been advised of the possibility of such damages.

(c) Condition of Facility. Operator makes no warranty or representation to Licensee of any kind (express or implied) regarding the suitability of or compliance with applicable laws, of the Facility, the Licensed Premises, or any portion thereof, as built, for any aspect of the use Licensee expects or intends to make of the Facility. Licensee further agrees that the Facility and specifically the Licensed Premises are being provided "AS IS", "WHERE IS" and "WITH ANY AND ALL FAULTS" and without warranty, express or implied, as to the merchantability or fitness for the use thereof for any particular purpose.

(d) Risk of Loss. None of the Facility Parties shall be responsible or liable for any injury or death to any person or loss or damage to the personal property sustained by any Licensee Party resulting from any condition, accident, or occurrence in or upon the Licensed Premises, unless such injury, loss, or damage is due to the gross negligence or willful misconduct of a Facility Party. Licensee acknowledges and agrees that all of its property or property of others in the Facility shall be used and/or stored in the Facility at the sole risk of Licensee, and Licensee on behalf of itself and each Licensee Party hereby waives and releases the Facility Parties from any and all Claims or Costs related thereto to the fullest extent permitted by law.

(e) Survival. The provisions of this Section 9 shall survive any expiration or termination of this Agreement.

10. **Insurance**.

(a) Required Coverage / Required Terms. Licensee shall, at its sole cost and expense, acquire and maintain throughout the Term, insurance as required on Exhibit A, attached hereto, and comply with all terms contained therein.

(b) Failure to Obtain Insurance. Operator shall also have the right to prohibit Licensee or any of the Licensee Parties from entering the Facility until such certificates or other evidence that insurance has been obtained in complete compliance with this Agreement is received by Operator. Licensee's failure to maintain the insurance required herein shall be a material breach of this Agreement by Licensee and shall entitle Operator to terminate this Agreement upon notice to Licensee. **IN THE EVENT OF SUCH TERMINATION BY OPERATOR, THERE SHALL BE NO FURTHER LIABILITY OF ANY KIND OR NATURE WHATSOEVER BY OPERATOR TO LICENSEE, AND OPERATOR SHALL RETAIN THE RIGHT TO PROCEED WITH A LEGAL ACTION AGAINST LICENSEE TO RECOVER ANY AND ALL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS) SUSTAINED BY OPERATOR BY REASON OF LICENSEE'S DEFAULT HEREUNDER.**

(c) Non-Compliance. In the event that Licensee fails to procure and present the required insurance, Operator shall have the right, but not the obligation, to do so on Licensee's behalf and at Licensee's expense and shall be entitled to reimbursement for the costs thereof as part of the Fee.

11. **Use of the Licensed Premises**.

(a) Duty of Care; Return of Facility. Licensee shall use the Licensed Premises in a safe and careful manner. Licensee shall not (and shall ensure that all Licensee Parties do not) mar, deface, or injure any part of the Facility. Upon conclusion of the Term, Licensee shall deliver the Licensed Premises in as good condition and repair and in the condition received at the beginning of the Term, normal wear and tear excepted.

(b) Return of Property. Immediately following the Event but no later than conclusion of the Term, Licensee shall immediately remove from the Licensed Premises any and all property, goods, or other effects belonging to, or brought into the Facility by, any Licensee Party. If Licensee fails to do so, Operator may store or cause to be stored any such property at Licensee's expense. Alternatively, Operator may deem such property to be abandoned and sell such property in such a manner and to such an extent as is permitted by applicable law and apply the proceeds of such sale(s) in a manner determined by Operator in its sole discretion.

(c) Operator Access and Control. In licensing the use of the Licensed Premises to Licensee, it is understood that Operator does not relinquish the right to control the management thereof and to enforce all necessary rules and regulations. Operator shall at all times have the right to limit the number of people attending the Event, for the purpose of ensuring the safety of people and property at the Facility.

(d) Disorderly Conduct. Operator reserves the right at all times to refuse admission to or to cause to be removed from the Event, the Licensed Premises, and/or the Facility any disorderly person, including Licensee's employees, agents, contractors, exhibitors, guests, and invitees, as determined by Operator in its sole discretion, and in the event of the exercise of such authority, Licensee hereby waives any and all claims for damages against Facility Parties on account thereof.

(e) Other Events. Licensee acknowledges that other events or activities may be scheduled within the Facility during the Term in areas other than the Licensed Premises. Licensee acknowledges that the public parking areas surrounding the Facility are not exclusive to or for the Event. Licensee agrees to adhere to a "good neighbor" policy and will not permit or allow to be permitted, any activity in the Licensed Premises that will disturb use of other areas of the Facility by any other individual, entity, organization, or event.

(f) Broadcasting. Licensee shall not televise or broadcast the Event or any part thereof without the prior written approval of Operator, which may be withheld in Operator's sole discretion, and may further be conditioned on Licensee (or an applicable third party) paying an additional fee for the privilege to broadcast the Event, and/or Licensee procuring additional insurance to cover such broadcasting activities.

(g) Coat Check. Unless otherwise agreed by Operator in writing, Operator reserves the exclusive right to operate, or contract for the operation of, a coat checkroom, and to retain all revenue in connection therewith.

12. **Non-Discrimination / Americans With Disability Act.** Licensee agrees not to discriminate against any employee or applicant for employment to be employed in the performance of or in relation to this Agreement, with respect to the hire, tenure, terms, conditions, or privileges of employment, or any other matter directly or indirectly related to such employment, whether on account of race, creed, marital status, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, disability, or handicap, except where based on a bona-fide occupational qualification. With respect to the Event, Licensee recognizes that it is subject to the provisions of Title III of the Americans With Disabilities Act, as amended ("ADA"). To the extent that Licensee reconfigures, modifies, alters, rearranges, or otherwise prepares or "sets up" the Licensed Premises or any other portion of the Facility in order to accommodate the Event, Licensee shall be responsible for ensuring that such areas comply (and continue to comply throughout the Term) in all respects with the ADA, including without limitation with regard to accessibility, usability, and configuration. Licensee shall be solely responsible for providing auxiliary aids or any modification of the Licensed Premises or other portions of the Facility that may be required in order to accommodate the Event, and for ensuring that the policies, practices, and procedures it applies in connection with the Event are in full compliance with the ADA.

13. **Termination.** Either party may terminate this Agreement in the event the other party fails to perform any of its material obligations under this Agreement, and such failure has not been cured within 15 days (or 5 days in the event of a payment default) after the date on which the breaching party receives written notice describing such breach in reasonable detail. Notwithstanding the foregoing, in the event Licensee fails to provide the insurance certificate(s) required herein by the date due hereunder, or if Operator or Owner may suffer irreparable harm as a result of the breach by Licensee, Operator shall not be required to wait any period of time before terminating this Agreement or pursuing any remedies hereunder or under applicable law. Any termination of this Agreement shall not prejudice any other right or remedy available to the non-breaching party at law or in equity. In the event Operator terminates this Agreement due to a breach or default by Licensee, Operator may retain as damages any fees paid by Licensee under this Agreement (including the Deposit), without prejudice to any other legal rights or remedies Operator may have.

14. **Loss of Use of Facility; Force Majeure**.

(a) "Event of Force Majeure" Defined. "**Event of Force Majeure**" means any occurrence or condition beyond the reasonable control of the party asserting it that prevents such party from performing its obligations under this Agreement and may include, without limitation, fire, earthquake, flood, pandemic, epidemic, act of God, strike, lockout, or other labor dispute; provided, however, that under no circumstances shall the monetary inability of a party

to perform be considered an Event of Force Majeure.

(b) Loss Affecting the Facility or Event of Force Majeure Affecting Operator. Should the Facility or any material part thereof be destroyed or damaged by fire or by any other cause, or if any other Event of Force Majeure shall render the fulfillment of this Agreement by Operator impractical, this Agreement shall terminate, and Operator shall not be liable or responsible to Licensee for any damage or loss caused thereby. In such event, and provided that such casualty loss of Event of Force Majeure was not caused by an act or omission of Licensee or its employees, agents, representatives, or affiliated parties, Operator shall return the Deposit to Licensee, less any out-of-pocket costs incurred by Operator in connection with the Event (for which Licensee shall remain liable).

(c) Event of Force Majeure Affecting Licensee. Should Licensee be unable to take possession of the Facility or present the Event due to an Event of Force Majeure, without limiting the terms of subsection (b) above, neither Operator nor Licensee shall have any liability under this Agreement and Licensee, as its sole remedy and relief, shall receive a refund of any uncommitted or cancelable advance payments, with the exception of the Deposit, which is nonrefundable.

15. **Cancellation of Event by Licensee**. In the event of a cancellation by Licensee of the Event no Deposit refund shall be made. Additionally, and unless otherwise indicated by Section 14 above, Licensee shall be obligated to pay the full amount of the Fee contemplated to be due hereunder had the Event actually occurred, including without limitation the F&B Fee. The parties agree that Operator will be damaged by any such cancellation, and that the exact amount of such damages would be either impossible or inconvenient to prove, and that the amounts set forth in the preceding sentence are a reasonable estimate of the amount of such damages. The parties further agree that such amount shall constitute liquidated damages, and not a penalty of any kind. The remedies set forth in this section are in addition to, and not in lieu of, any other rights or remedies Operator may have, at law or in equity, in the event of a breach or cancellation of this Agreement by Licensee.

16. **Miscellaneous**.

(a) Compliance with Laws; Facility Rules, Taxes. Licensee shall comply with and shall cause all of the Licensee Parties to comply with all laws, regulations, and ordinances applicable to it in connection with its performance under this Agreement as well as all Facility Rules ("**Compliance Obligations**"). These Compliance Obligations include, without limitation, compliance with all national, state, and local laws, regulations, and ordinances, as well as all Facility Rules implemented to reduce the risk of transmission of COVID-19. Unless otherwise expressly stated herein, any items or services provided by Operator to Licensee to assist Licensee in performing its Compliance Obligations shall be the sole responsibility of Licensee and reimbursable to Operator as Costs. Licensee agrees to pay promptly all taxes assessed on its activities at the Facility hereunder, including any sales tax on the payment of the Fee hereunder (which shall be in addition to the amounts due hereunder).

(b) Governing Law; Consent to Exclusive Jurisdiction. This Agreement shall be governed by the internal laws of the state or commonwealth in which the Facility is located, without regard to conflict of laws principles. Any action arising out of or in connection with this Agreement, or the conduct, acts, omissions, or activities of the parties hereunder, shall be brought in the federal or state courts located in the state or commonwealth in which the Facility is located, and the parties hereby submit to the exclusive jurisdiction of, and venue in, those courts.

(c) Management Agreement. Licensee recognizes Operator is entering into this Agreement pursuant to its specific authority in the management agreement between Owner and Operator ("**Management Agreement**") and to the extent such Management Agreement expires or is terminated, or Operator ceases for any reason to be the manager of the Facility, Operator shall have no independent liability under this Agreement and this Agreement shall remain in full force and effect and all performance by Operator shall be rendered by Owner or the Facility's successor manager. If the Facility closes or becomes non-operational, Operator or Owner may terminate this Agreement without liability.

(d) Assignment. This Agreement shall not be assigned nor shall Licensee's right to use the Licensed Premises be sublicensed by Licensee without the prior written consent of Operator in each instance, which may be withheld in Operator's sole discretion. Operator may assign this Agreement at any time to any party including, without limitation, any successor owner or operator of the Facility.

(e) Waivers. No waiver shall be effective unless it is in writing and is signed by the party to be charged. No delay or failure to exercise any right or remedy accruing to any party shall impair any such right or remedy, nor shall it be construed as a waiver of any future right or remedy.

(f) Relationship of the Parties. The parties are independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship.

(g) Notices. All notices shall be in writing and shall be deemed delivered 3 days after deposit in the U.S. mail, certified,

return receipt requested, to Licensee and Operator at the address set forth above (Attn: General Manager), with a courtesy copy sent via electronic mail. A copy of all notices to Operator to be sent to OVG360, 150 Rouse Blvd., Philadelphia, PA 19112, Attn: Legal Department, Email: OVG360Legal@oakviewgroup.com.

(h) Severability. If any provision of this Agreement is declared invalid or unenforceable by an arbitrator or court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which shall remain in full force and effect.

(i) Attorneys' Fees. In case any suit or action is instituted by Operator to enforce compliance with this Agreement, including all appeals, Operator shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorneys' fees, and all other related expenses, from Licensee, in addition to the costs and disbursements provided under applicable laws.

(j) No Third-Party Beneficiaries Entire Agreement. No other party shall be or be deemed to be a third-party beneficiary of this Agreement, except for Owner, who is an intended third-party beneficiary of the obligations of Licensee under this Agreement, entitled to enforce this Agreement directly against the Licensee as if Owner was a party hereto. This Agreement constitutes the entire agreement and understanding of the parties regarding its subject matter, and supersedes any and all prior agreements, understandings, or communications between the parties, whether oral or written. This Agreement may not be amended except by a writing signed by an authorized representative of each party. In the event of a conflict between the terms of this Agreement and the terms set forth in any exhibits or addenda attached hereto, the terms of this Agreement shall govern. This Agreement shall be binding upon and inure to the benefit of all successors and permitted assigns.

Docusign Envelope ID: C655D2F2-BF67-8D34-82F2-D18D83C23987

# Exhibit A

## Insurance Obligations

Licensee shall obtain, at its own cost and expense, the following insurance:

(a) CGL Coverage. Licensee shall obtain commercial general liability insurance in the name of Licensee which insures all operations of Licensee (including operations of Licensee as contemplated by this Agreement), and Licensee's contractual undertaking of liability of another and Licensee's assumption of liability, as set forth in this Agreement. Such insurance shall be written with a limit of at least One Million Dollars ($1,000,000.00) for bodily injury, property damage and personal injury, with a Two Million Dollars ($2,000,000) General Aggregate.

(b) Workers' Compensation Coverage. Licensee shall maintain, at its own cost and expense, workers' compensation insurance in respect of all employees, players, performers and any borrowed, leased or other person to whom such compensation may be payable by Licensee.

(c) Automobile Liability Coverage. If Licensee is operating or causing the operation of vehicles on the premises of the Facility, Licensee shall maintain commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles, in the minimum amount of $1,000,000 per accident, $2,000,000 in the aggregate for personal injury and property damage (including with respect to load-in and load-out).

**Additional Terms**:

- Other than in connection with workers' compensation policies, all such insurance shall name **Global Spectrum, L.P. d/b/a Oak View Group** and **City of Dubuque, Iowa** as additional insureds. The naming of City of Dubuque,, Iowa as an additional insured shall not constitute a waiver of the defenses available to City of Dubuque, under Chapter 670 of the Code of Iowa.
- **Certificates of Insurance**. At least 30 days prior to the Event (or immediately upon execution hereof, if less than 30 days remain before the Event), the Licensee shall provide to the Operator certificate(s) of insurance evidencing the coverages set forth above.
- Insurance policies shall be issued by insurance companies authorized to do business by the State of Iowa and have an A.M. Best rating of at least A-VIII or better for the duration of the Agreement, include a waiver of subrogation in favor of the Facility Parties and be primary and non-contributory with any available insurance policies and programs of self-insurance of the Facility Parties.
- Licensee shall not cancel or otherwise modify policies set forth above without 30 business days' prior written notice to Operator and in the event of a non-payment of premium by Licensee, shall issue 10 days' prior written notice to Operator.
- Insurance effected or procured by Licensee hereunder will not reduce or limit Licensee's contractual obligation to indemnify and defend the Facility Parties hereunder.
- All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.

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:** Nate Kieffer, PLS

**DATE:** July 28, 2026

**RE:** Request to Sign Site Access Agreement between the City of Dubuque and Holy Family Catholic Schools

Attached is a site access agreement between the city of Dubuque and Holy Family Catholic Schools. Holy Family Catholic Schools (HFCS) is requesting early access to City of Dubuque property at Veteran's memorial park. As part of their campus redevelopment plans, HFCS has proposed an earthen embankment on the disc golf course area of the park. All appropriate City staff, including the parks department, have reviewed and approved of the plan. Engineering has worked with the City Attorney's office to prepare an early site access agreement which will allow Holy Family to begin work before the grant of easement from the City is finalized.

It would be appreciated if you would execute the attached document. Please return it to the Engineering office for further processing.

Attach.
cc: Kerry Bradley, Eng. Dept.

**SITE ACCESS AGREEMENT**
**BY AND BETWEEN**
**THE CITY OF DUBUQUE, IOWA**
**AND**
**HOLY FAMILY CATHOLIC SCHOOLS**

This Site Access Agreement (the Agreement) is made and entered into this 28th day of July, 2026, by and between the City of Dubuque, Iowa, an Iowa municipal corporation (City) and Holy Family Catholic Schools, Dubuque, Iowa (HFCS).

**WHEREAS,** City is the owner of the real estate legally described as LOT 1 OF MINERAL LOT 383 ALL IN THE CITY OF DUBUQUE, IOWA (the Site); and

**WHEREAS,** HFCS is planning for the construction of an earthen embankment located on the Site to provide lateral support for a proposed sports field located on HFCS owned property being the Wahlert Catholic High School campus, all as shown on the attached Site Plan, Exhibit A; and

**WHEREAS,** HFCS is requesting that City grant HFCS a permanent easement for the construction and maintenance of said earthen embankment (the Grant of Easement); and

**WHEREAS,** due to time constraints, HFCS requires access to the Site prior to the formal Grant of Easement to complete the construction of said earthen embankment; and

**WHEREAS,** City desires to allow HFCS access to the Site for such purposes prior to the Grant of Easement from City subject to the conditions set forth herein.

**NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

**SECTION 1. ACCESS TO SITE.** City hereby grants to HFCS, its counsel, accountants, agents and representatives full and continuing access to the Site and all parts thereof, upon reasonable notice to City and at HFCS's sole expense, for the following activities: construction of an earthen embankment and associated turf restoration and landscaping (the Project) as shown in the approved Site Plan on file with the City Engineer, and such other work as City and HFCS shall agree in writing if substantially different from those anticipated activities.

**SECTION 2. RESTORATION OF SITE.** HFCS acknowledges that any site preparation or other work performed by HFCS is at HFCS's sole risk. HFCS agrees to timely pay and discharge all claims of any kind by its contractors, subcontractors and suppliers with respect to any work performed on the Site, including but not limited to claims for labor or material furnished in connection therewith, and to defend, indemnify and hold harmless each of City from and against any and all such claims. If the

Easement Agreement described in Section 7 is not executed by City and HFCS as required ed by Section 7, HFCS shall restore all disturbed surfaces that are disturbed during HFCS's work for the Project to nearly as reasonable possible as it was prior to HFCS's work within 60 days after the termination of this Agreement. This obligation shall survive the termination of this Agreement.

**SECTION 3. CONDITION OF THE SITE.** City makes no warranty or representation as to the condition of the Site, including environmental conditions. HFCS takes the site "as is." HFCS acknowledges that any work performed by HFCS and/or its contractor(s) at the Site is at its sole risk. HFCS shall ensure that all work at the Site is done in accordance with all applicable laws and permits and in a good worker-like manner. Following work at the Site each day, HFCS and its contractors shall not leave the Site in a condition reasonably believed by HFCS and/or its contractor(s) to be a hazardous or unsafe condition. HFCS and its contractor(s) are solely responsible for obtaining any and all permits required for the work to be conducted at the Site. No hazardous chemicals and wastes may be stored or disposed of on the Site and all such materials must be used only as allowed by law. HFCS shall be responsible for identifying any and all utilities serving the Site prior to conducting invasive work on the Site.

**SECTION 4. SHARING OF INFORMATION.** HFCS shall provide City with copies of any and all reports and documents resulting from the work conducted at the Site upon the request of the City, as applicable. In the event such information is confidential, it shall be managed by the parties pursuant to a separate Confidentiality Agreement. HFCS and/or its contractor(s) shall notify the City immediately upon discovery of any condition at the Site reasonably believed by HFCS and/or its contractor(s) to be a hazardous or unsafe condition at the Site.

**SECTION 5. INDEMNIFICATION**. HFCS shall defend, indemnify and hold harmless the City and their respective officers, directors, agents and employees from and against any claim and cost of any kind, including without limitation, reasonable attorneys' fees and consulting fees, to the extent caused by any negligent work at the Site by or on behalf of HFCS and its contractors, excluding any negligence, misrepresentation or any unlawful act of the City. This obligation shall survive the termination of this Agreement.

**SECTION 6. INSURANCE**. HFCS shall provide insurance as set forth in the attached Insurance Schedule.

**SECTION 7. EASEMENT AGREEMENT**. This Agreement is conditioned upon and subject to City and HFCS executing the Easement Agreement substantially in the form of Exhibit B within 60 days of completion of the Project . If the Easement Agreement is not executed by City and HFCS withing such sixty (60) day period, this Agreement shall terminate.

**CITY OF DUBUQUE, IOWA**

By: _____
Michael Van Milligen
City Manager

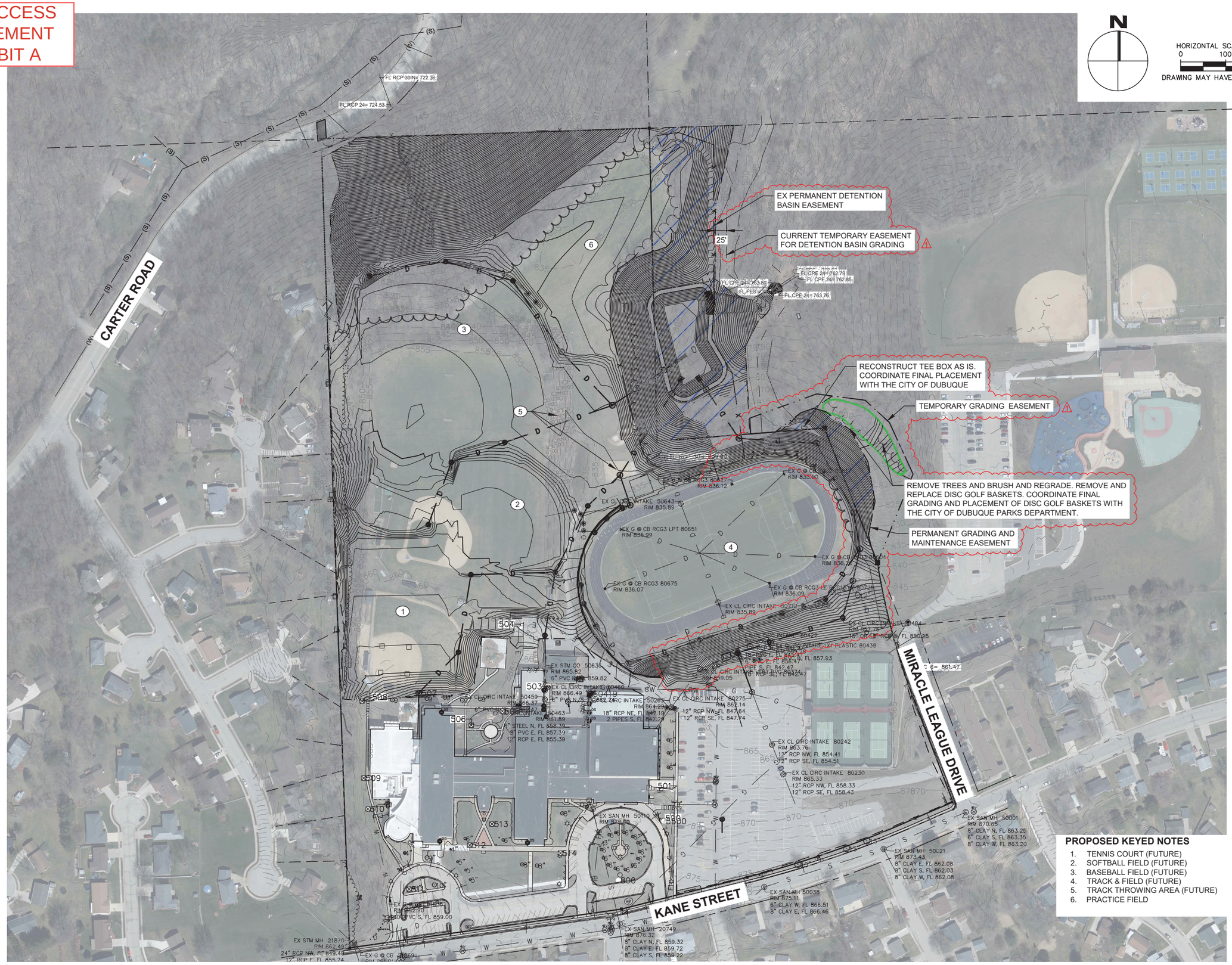
**HOLY FAMILY CATHOLIC SCHOOLS, DUBUQUE, IOWA**

_____
Philip Bormann, Chief Administrator

**EXHIBIT A**

**SITE PLAN**

SITE ACCESS AGREEMENT EXHIBIT A

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Client Name
HOLY FAMILY CATHOLIC SCHOOLS

Project Name
PLATFORM FOR EXCELLENCE - SITE IMPROVEMENTS

Location / Description
DUBUQUE, IA 52001

Revisions

| Rev | Description | Date |
|---|---|---|
| 1 | CITY REVIEW | 6/19/2026 |
| | ARCH. BLDG. COM. MEETING | 04/21/2026 |

Project Number 25060
Project Manager MRF
Issued For Bidding:
Issued For Construction:
P:\25\060\DRAWINGS\CIVIL\MXSS GRADING SHEETS\25060 Z2-01 PROP P.DWG 6/19/2026 5:35 PM MACY MEGLIVECKY

Sheet Title
PROPOSED CONDITIONS

C1.20

# EXHIBIT B
# GRANT OF EASEMENT

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 EMBANKMENT 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, a non-exclusive easement (the Embankment Easement) through, under and across the following described real estate situated in Dubuque, Iowa, to wit:

PART OF LOT 1 OF MINERAL LOT 383 ALL IN THE CITY OF DUBUQUE, IOWA

Said Embankment Easement shall be as shown on the attached Easement Exhibit A (the Easement Area), for the purpose of constructing and maintaining an earthen sports field embankment for lateral support 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. Along with the right to occupy the temporary easement area(s) as shown on the attached Easement Exhibit A until the completion of the Improvements. The temporary easement shall expire after completion and inspection of the Improvements by City.

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 any improvements it constructs in the 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.

Grantee's Additional Responsibilities:

- Per plans reviewed and approved by Grantor, perform all grading and restoration work to City standards.
- Provide all necessary insurance and indemnification for all construction work performed on Grantor property.
- Ensure the site is restored to Grantor's satisfaction upon completion, including trees and associated landscaping per the site plans reviewed and approved by Grantor.

- Be responsible for any defects or settling that occur in the Easement Area for a warranty period of two years.

Grantor's Additional Responsibilities:

- Maintain the surface of the embankment
- Reserve/have free enjoyment of use of Easement Area for uses compatible with a public park as well as right to install utilities above and below ground.

If either party fails to maintain its respective Improvements, as defined above, after written notice to 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.

Grantor reserves unto itself the perpetual right in the Easement Area 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 Grant of Embankment Easement 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 _____ day of _____, 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.

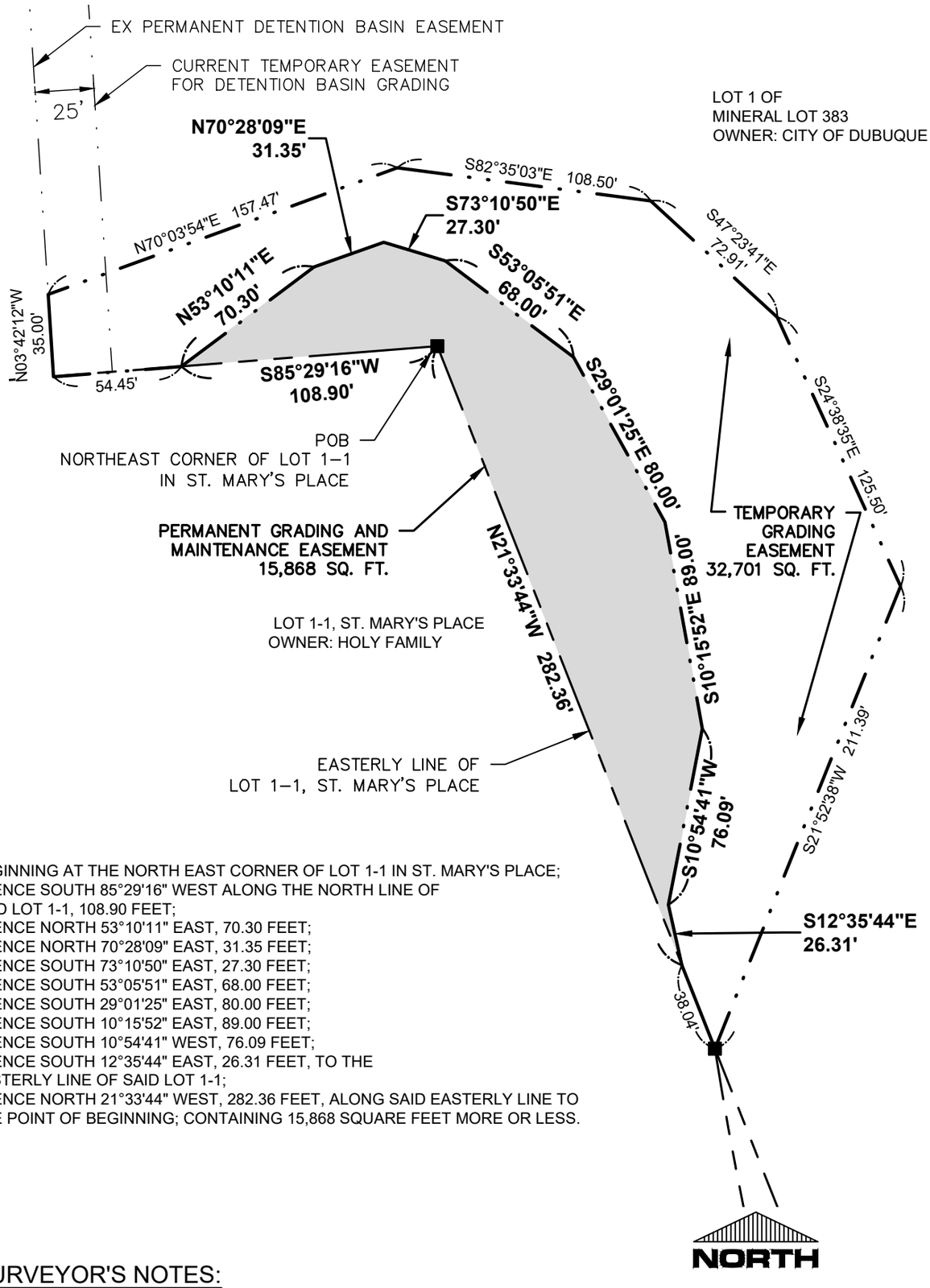
_____
Notary Public In and For Said State

**EXHIBIT A**

PREPARED BY: ORIGIN DESIGN CO. 137 MAIN STREET, SUITE 100 DUBUQUE, IOWA (563) 556-2464

# EASEMENT EXHIBIT A

## PERMANENT GRADING AND MAINTENANCE EASEMENT AND TEMPORARY GRADING EASEMENT ON PART OF LOT 1 OF MINERAL LOT 383 IN THE CITY OF DUBUQUE, IOWA




BEGINNING AT THE NORTH EAST CORNER OF LOT 1-1 IN ST. MARY'S PLACE;
THENCE SOUTH 85°29'16" WEST ALONG THE NORTH LINE OF SAID LOT 1-1, 108.90 FEET;
THENCE NORTH 53°10'11" EAST, 70.30 FEET;
THENCE NORTH 70°28'09" EAST, 31.35 FEET;
THENCE SOUTH 73°10'50" EAST, 27.30 FEET;
THENCE SOUTH 53°05'51" EAST, 68.00 FEET;
THENCE SOUTH 29°01'25" EAST, 80.00 FEET;
THENCE SOUTH 10°15'52" EAST, 89.00 FEET;
THENCE SOUTH 10°54'41" WEST, 76.09 FEET;
THENCE SOUTH 12°35'44" EAST, 26.31 FEET, TO THE EASTERLY LINE OF SAID LOT 1-1;
THENCE NORTH 21°33'44" WEST, 282.36 FEET, ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING; CONTAINING 15,868 SQUARE FEET 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 15,868 SQ. FT. +/-

GRAPHIC SCALE

0 60 120

1" = 60'

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 | 6/19/26 | SHEET | 1 of 1 |

P:\25\060\DRAWINGS\SURVEY\25060 VETS SLOPE EASE

# INSURANCE SCHEDULE

# INSURANCE SCHEDULE A

1. HFCS (licensee) 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. HFCS shall have the right to self-insure any or all of the coverages below.

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. 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

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.

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) ."
2) Include endorsement indicating that coverage is primary and non-contributory.
3) 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. Policy shall include Waiver of Right to Recover from Others Endorsement.

**B)** .

**E) RIGHT-OF-WAY WORK ONLY:**

**UMBRELLA/EXCESS** $5,000,000

_*__ Yes ___ No

The General Liability, Automobile Liability and Employer's Liability insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation AND Primary and Non-contributory in favor of the City.

# SPECIMEN

# Certificate of Coverage

**Date:** 7/21/2026

**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 SCHOOL
2005 KANE STREET

DUBUQUE, IA 52001-0000

**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<br>[X] Occurrence<br>[ ] Claims Made | 8525 | 7/1/2026 | 7/1/2027 | Each Occurrence | 1,000,000 |
| | | | | | General Aggregate | 2,000,000 |
| | | | | | Products-Comp/OP Agg | 1,000,000 |
| | | | | | Personal & Adv Injury | 1,000,000 |
| | | | | | Fire Damage (Any one fire) | 50,000 |
| | | | | | Med Exp (Any one person) | |
| | Excess Liability | 8525 | 7/1/2026 | 7/1/2027 | Each Occurrence | |
| | | | | | Annual Aggregrate | 5,000,000 |
| | 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 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 for claims arising out of Holy Family Catholic Schools construction of an earthen embankment and associated turf restoration and landscaping as shown in the approved Site Plan on file with the City Engineer. Holder of certificate in included as additional protected but only with respect to liability arising from negligence of the Holy Family Catholic Schools. Coverage is primary and non-contributory.

**Holder of Certificate**

Additional Protected Person(s)

City of Dubuque
50 W. 13th Street
Dubuque, IA 52001

**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. Petersen

0079004742

# ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement 7/20/2026 Charge Credit

Cancellation Date of Endorsement 7/1/2027

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 SCHOOL 2005 KANE STREET DUBUQUE, IA 52001-0000

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 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 for claims arising out of Holy Family Catholic Schools construction of an earthen embankment and associated turf restoration and landscaping as shown in the approved Site Plan on file with the City Engineer. Holder of certificate in included as additional protected but only with respect to liability arising from negligence of the Holy Family Catholic Schools. Coverage is primary and non-contributory.

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

General Conditions
(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement 7/20/2026 Charge _____ Credit _____

Certificate Holder
Archdiocese of Dubuque and All Other Corporations of which the Archbishop is President
Chancery Office
1229 Mt. Loretta Ave.
Dubuque, IA 52003

Certificate No. 8525 of The Catholic Mutual Relief Society is amended as follows:

WAIVER OF SUBROGATION BETWEEN PROTECTED PARTIES

It is agreed that this Certificate is amended that notwithstanding anything to the contrary in Paragraph 11 of the General Conditions of the Certificate, Right of Recovery, in the event of any payment under this Certificate, we waive our right of recovery against any Additional Protected Person(s) in the Certificate.

Paul A. Peterson
Authorized Representative

PKS-113 (1-89)

# ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement 7/20/2026 Charge _____ Credit _____
Cancellation Date of Endorsement 7/1/2027
Certificate Holder Archdiocese of Dubuque and All Other Corporations of which the Archbishop is President
Location HOLY FAMILY SCHOOL 2005 KANE STREET DUBUQUE, IA 52001-0000
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. Pitterson
Authorized Representative

PKS-207 (12-20)

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/21/2026

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 402-551-8765<br>C.M.G. Agency, Inc<br>10843 Old Mill Road<br><br>Omaha, NE 68154 | CONTACT NAME: C.M.G. Agency, Inc<br>PHONE (A/C, No, Ext): 402-551-8765 FAX (A/C, No):<br>E-MAIL ADDRESS: memberservices@catholicmutual.org |
| INSURED<br>Archdiocese of Dubuque<br>1229 Mt. Loretta<br>PO Box 479<br>Dubuque, IA 52001 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A :<br>INSURER B : Diocesan Self Insured Plan<br>INSURER C :<br>INSURER D : Midwest Employer's Casualty<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | ✔ | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ✔ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | SI-079 | 07/01/2026 | 07/01/2027 | BODILY INJURY (Per accident) | $ |
| | ✔ HIRED AUTOS ONLY ✔ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | N/A | | EWC008160 | 07/01/2026 | 07/01/2027 | ✔ PER STATUTE ☐ OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? ☐ (Mandatory in NH) | | | | | | 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 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage only extends to 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 for claims arising out of Holy Family Catholic Schools construction of an earthen embankment and associated turf restoration and landscaping as shown in the approved Site Plan on file with the City Engineer. Holder of certificate in included as additional protected but only with respect to liability arising from negligence of the Holy Family Catholic Schools. Coverage is primary and non-contributory.

**CERTIFICATE HOLDER**

Additional Insured
City of Dubuque
50 W 13th Street
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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Copyrighted
August 3, 2026

**City of Dubuque**
**City Council**

**CONSENT ITEMS # 11.**

| | |
|---|---|
| **ITEM TITLE:** | Public Improvement Contracts with Performance, Payment, and Maintenance Bonds |
| **SUMMARY:** | Eastern Iowa Directional Drillers, LLC for the Southwest Arterial/US 52 ITS Corridor Project; JQ Construction, LLC for the Lead Service Line Replacement – Phase 2 Project. |
| **SUGGUESTED DISPOSITION:** | Receive and File; Approve |

**ATTACHMENTS:**

1. 26_07_23 Private Lead Service Line Program Phase 2 Award of Contra
2. 26_07_23 Private Lead Service Line Program Phase 2 Award of Contract
3. 26_07_15 Request to Sign Contract Southwest Arterial US 52 IT

# PERFORMANCE, PAYMENT AND MAINTENANCE BOND
SECTION 00600

KNOW ALL BY THESE PRESENTS:

That we, JQ Construction, LLC, as Principal (hereinafter the "Contractor" or "Principal") and **Merchants National Bonding, Inc.**, 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 Million Two Hundred Thirty Thousand Seven Hundred Seventy-Three dollars Zero Cents ($2,230,773.00), 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 6th day of July, 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 Lead Service Line Replacement – Phase 2 Project detail the following described improvements:

The extent of work involved consists of replacing approximately 250 lead service lines identified throughout the City's water distribution service area. Replacement scope varies by site from full replacement (main to interior plumbing) to portions thereof, as indicated in the plans. The replacements will take place in City right-of-way and on private properties with authorizations provided by property owners.

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) years 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 No. 25086

Witness our hands, in triplicate, this 14th day of July, 2026.

**SURETY COUNTERSIGNED BY:**

**Not Required**
Signature of Agent

Printed Name of Agent

Company Address

City, State, Zip Code

Company Telephone Number

**PRINCIPAL:**

JQ Construction, LLC
Contractor

By: _____
Signature

Justin Quint
Printed Name

Owner
Title

Title
**FORM APPROVED BY:**

Representative for Owner

**SURETY:**

**Merchants National Bonding, Inc.**
Surety Company

By: _____
Signature Attorney-in-Fact Officer

**Sara Huston, Attorney-in-Fact & IA 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.

**==== END OF SECTION 00600 ====**

MERCHANTS BONDING COMPANY™

# POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Alissa Cahalan; Anne Crowner; Ashlea McCaughey; Austin Muehlschlegel; Ben Williams; Brian J Oestreich; Brian M Deimerly; Cameron M Burt; Colby D White; Connor Oberg; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jenni Marino; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Kristine M Becks; Lindsey Minutillo; Mark R DeWitt; Mark Sweigart; Melinda C Blodgett; Michelle Morrison; Michelle R Gruis; Nathan Weaver; Nicole Stillings; R C Bowman; Ryan Olivia E Lundy; Sandra M Engstrum; Sara Huston; Sarah C Brown; Seth Rooker; Taylor Fogle; Ted Jorgensen; Tim McCulloh; Todd Bengford; Zach Fuller

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of March , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

**MERCHANTS BONDING COMPANY (MUTUAL)**
**MERCHANTS NATIONAL BONDING, INC.**
**MERCHANTS NATIONAL INDEMNITY COMPANY**

By Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of March 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

**Penni Miller**
Commission Number 787952
My Commission Expires
January 20, 2027

*Notary Public*

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this **14th** day of **July** , **2026** .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

*Secretary*

POA 0018 (5/25)

# PUBLIC IMPROVEMENT CONTRACT

SECTION 00500

THIS IMPROVEMENT CONTRACT (the Contract), dated for reference purposes the 6th day of July, 2026 between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and JQ Construction, LLC (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 Lead Service Line Replacement – Phase 2 (Project).

2. CONTRACT DOCUMENTS
   A. The Contract Documents consist of the following, as applicable:
      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: **N/A**
         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 Project Contract Document Manual.
      10. Special Conditions included in the Contract Document Manual.
      11. Special Provisions included in the project Contract Document Manual.
      12. Details included in the Contract Document Manual.
      13. Exhibits included in the Contract Document Manual.
      14. Addenda (numbers 1 to 2, inclusive).
      15. Insurance Schedule F – Insurance Provisions and Requirements (Section 00700)
      16. Sales Tax Exemption Certificate (Section 00750).
      17. Site Condition Information (Section 00775).
      18. Construction Schedule and Agreed Cost of Delay (Section 00800).
      19. Erosion Control Certificate (Section 00900).
      20. SRF Requirements (Section 02000).

21. Exhibits to this Contract (enumerated as follows):
    a. Contractor's Bid (pages 1 to 7 inclusive).
    b. Bidder Status Form (Section 00460).
    c. SRF Required Forms
    d. The following documentation that must be submitted by Contractor prior to Notice of Award:
        i. Contractor Background Information Form
22. 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 0010).
    c. Change Orders (not attached to this Contract)

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 Contract Documents, 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 shall remain in place for a period of two (2) 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 Two Thousand Dollars ($2,000.00) 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 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. dollars 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, and 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 Buy America, Build America (BABA) in accordance with SRF requirements.

c. The Contractor acknowledges this Contract is being funded in part through the combination of Iowa SRF Program for Lead Service Line Replacements and local funds. The total Construction cost for the project is limited to $2,200,000, the SRF eligible portion of the project has a maximum funding amount of $1,700,000. The project includes construction activities that are included in the project that are non-SRF eligible (Bid Items: Interior Plumbing Modifications, Pipe Greater than 5-ft and Upgrades to Interior Plumbing). The funding for these items is limited to $500,000. All bid items associated with the project except: Interior Plumbing Modifications, Pipe Greater than 5-ft and Upgrades to Interior Plumbing, are SRF eligible items. The Contractor agrees that the City reserves the right to end all Work under this Contract at or near the designated maximum funding amount for either/or the SRF eligible and non-SRF eligible portions of the construction activities, regardless of completion of Work at all indicated sites.

**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 $ 2,230,773.00

**CITY OF DUBUQUE, IOWA:**

Water Department
Department

By: Michael Van Milligen
Signature

Michael C. Van Milligen
Printed Name

City Manager
Title

07/23/2026
Date

**CONTRACTOR:**

JQ Construction, LLC
Contractor

By:
Signature

Justin Quint
Printed Name

Owner
Title

7/16/26
Date

# UNIT PRICE BID PROPOSAL FORM
SECTION 00400

**PROJECT:** Lead Service Line Replacement – Phase 2

**BID TO:** Office of City Clerk
City of Dubuque
50 W. 13th Street
Dubuque, Iowa 52001

**BID FROM:**

JQ Construction LLC (Company)

4912 S Raymond Rd. (Street Address)

Waterloo, IA 50701 (City, State, Zip)

(319) 269-5518 (Telephone)

## 400.1 General

The undersigned Bidder agrees, if the Bid is accepted, to enter into an Contract with the City, in the form included in the Contract Documents, to perform and furnish the Work as specified or indicated in the Contract Documents for the Total Bid Amount and within the Bid time indicated in the Contract Documents and in accordance with other terms and conditions of the Contract Documents.

## 400.2 Recitals

In submitting this Bid, Bidder represents, as more fully set forth in the Public Improvement Contract, that:

a. This Bid will remain subject to acceptance for forty-five (45) calendar days after the day of Bid opening;

b. The City has the right to reject this Bid and to waive any informalities in the Bidding;

c. Bidder accepts the provisions to the Instructions to Bidders regarding dispositions of Bid Security;

d. Bidder will sign and submit the Public Improvement Contract with the Bond and other documents required by the Contract Documents within ten (10) calendar days after the date of City's Notice of Award;

e. This Contract is being funded in part through a combination of Iowa SRF Program for Lead Service Line Replacements and local funds. The total Construction cost for the project is limited to $2,200,000, the SRF eligible portion of the project has a maximum funding amount of $1,700,000. The project includes construction activities that are included in the project that are non-SRF eligible (Bid Items: Interior Plumbing Modifications, Pipe Greater than 5-ft and Upgrades to Interior Plumbing) the funding for these items is limited to $500,000. All bid items associated with the project except: Interior Plumbing Modifications, Pipe Greater than 5-ft and Upgrades to Interior Plumbing, are SRF eligible items. Installed quantities at each site will determine actual payment values to the Selected Contractor. The City reserves the right to end all Work under this Contract at or near the designated maximum funding amount for construction activities associated with either the Iowa SRF eligible or non-SRF eligible costs, regardless of completion of Work at all indicated sites.

The Bidder hereby certifies that the Bidder is the only person or persons interested in this proposal as principals; that an examination has been made of the plans, specifications, contract form, including the special provision contained herein, and the work site, and the Bidder understands that the quantities of work shown herein are approximate only and are subject to increase or decrease. The measured unit quantity of any item stated in the plans, specification, or on the bid proposal form are approximate only and the final payment must be made by the work covered in the contract (Public Improvement Contract - Section 500). The Contractor further understands that all quantities of work, whether increased or decreased, are to be performed at the Unit Prices as stipulated herein; the Bidder proposes to furnish all necessary machinery, equipment, tools, labor and other means of construction, and to furnish all materials specified in the manner and time prescribed and to do the work at the prices herein set out.

## 400.3 Bidder's Acknowledgment

In submitting this Bid this Bidder acknowledges and represents that:

1) Bidder has examined copies of all the Contract Documents;
2) Bidder has visited the Project Area and become familiar with the general, local, and site conditions;
3) Bidder is familiar with Federal, State, and local laws, ordinances and regulations that govern the work specified by the Contract Documents;
4) Bidder has correlated the information known to the Bidder, observations obtained from the examination of the site, reports and drawings identified in the Contract Documents and additional investigations, explorations, tests, studies and data within the Contract Documents;
5) This Bid is genuine and not made in the interest of or on behalf of an undisclosed person, firm or corporation; Bidder has not directly or indirectly induced or solicited another Bidder to submit a false or sham Bid; Bidder has not solicited or

induced a person, firm or corporation to refrain from Bidding; and Bidder has not sought by collusion to obtain for itself an advantage over another Bidder or over City;

6) Local and State sales and use taxes are not included in the Bid Amount.

7) Bidder has examined and understands that the following reports listed in Section 00775 are part of the Contract Documents have been considered and are included in the Bid Amount. **NOT APPLICABLE**

Report Title_____, Dated_____.

Report Title_____, Dated_____.

**400.4 Unit Prices and Bid Amount**

THE CITY OF DUBUQUE
*Masterpiece on the Mississippi*

Addendum No.: 1,2

**City of Dubuque, Iowa**
**Bid Proposal Schedule**

**BIDDER NAME:** JQ Construction LLC **DATE:** 6/25/26

**Project Title:** Lead Service Line Replacement - Phase 2

| LINE NO. | REFERENCE NUMBER | BID ITEM DESCRIPTION | PLAN QUANTITY | UNIT | BID UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|---|---|
| | | **Division 2010 - Earthwork, Subgrade, and Subbase** | | | | |
| 1 | 2010-108-A-0 | Clearing and Grubbing A | 1.00 | UNIT | 36 | 36 |
| 2 | 2010-108-D-1 | Topsoil, On-site | 30.00 | CY | 10 | 300 |
| 3 | 2010-108-D-3 | Topsoil, Off-site | 85.00 | CY | 30 | 2550 |
| 4 | 2010-108-J-0 | Subbase, Special Backfill - Gr 30 (3/4" Dense Base Pile) | 1800.00 | TON | 25 | 45,000 |
| | | | | | **Sub Total** | 47,886 |
| | | **Division 3010 - Trench Excavation and Backfill** | | | | |
| 5 | 3010-108-D-0 | Replacement of Unsuitable Backfill Material, Gr 30, (Modified Subbase Pile | 3750.00 | TON | 26 | 97,500 |
| | | | | | **Sub Total** | 97,500 |
| | | **Division 5010 - Pipe and Fittings** | | | | |
| 6 | 5010-108-E-1 | Water Service Stubs, Pipe, Copper, 3/4" | 9200.00 | LF | 46 | 423,200 |
| 7 | 5010-108-E-2 | Water Service Stubs, Corporation, 3/4" | 95.00 | EA | 516 | 49,020 |
| 8 | 5010-108-E-3 | Water Service Stubs, Curb Stop and Box, 3/4" | 95.00 | EA | 500 | 47,500 |
| | | | | | **Sub Total** | 519,720 |
| | | **Division 7030 - Sidewalks, Shared Use Paths, and Driveways** | | | | |
| 9 | 7030-108-A-1 | Removal of Sidewalk | 500.00 | SY | 10 | 5000 |
| 10 | 7030-108-A-3 | Removal of Driveway | 200.00 | SY | 10 | 2000 |
| 11 | 7030-108-E-0 | PCC, Sidewalk, 5" (Thickness) | 500.00 | SY | 54 | 27,000 |
| 12 | 7030-108-H-1 | Driveway, Paved, PCC, 6" (Thickness) | 150.00 | SY | 65 | 9750 |
| 13 | 7030-108-H-1 | Driveway, Paved, HMA, 6" (Thickness) | 50.00 | SY | 138 | 6900 |
| 14 | 7030-108-H-3 | Driveway, Granular by Ton | 50.00 | TON | 14 | 700 |
| | | | | | **Sub Total** | 51,350 |
| | | **Division 7040 - Pavement Rehabilitation** | | | | |
| 15 | 7040-108-A-0 | Full Depth Patches PCC | 500.00 | SY | 117 | 58,500 |
| 16 | 7040-108-A-0 | Full Depth Patches HMA | 2500.00 | SY | 121 | 302,500 |
| 17 | 7040-108-N-0 | Curb and Gutter, Remove and Replace | 1400.00 | LF | 58 | 81,200 |
| | | | | | **Sub Total** | 442,200 |
| | | **Division 8030 - TemporaryTraffic Control** | | | | |
| 18 | 8030-108-A-0 | Temporary Traffic Control | 209.00 | LS | 125 | 26,125 |
| | | | | | **Sub Total** | 26,125 |
| | | **Division 9010 - Seeding** | | | | |
| 19 | 9010-108-A-1 | Conventional - Seeding, Type 1, by SF | 7500.00 | SF | 1 | 7500 |
| 20 | 9010-108-A-1 | Conventional - Seeding, Type 4, by SF | 2500.00 | SF | 1 | 2500 |
| 21 | 9010-108-A-2 | Fertilizing, by SF | 7500.00 | SF | 1 | 7500 |
| 22 | 9010-108-A-3 | Mulching, by SF | 7500.00 | SF | 1 | 7500 |
| | | | | | **Sub Total** | 25,000 |
| | | **Division 9030 - Plant Material and Planting** | | | | |
| 23 | 9030-108-A-0 | Plants, By Count | 20.00 | EA | 17 | 340 |
| | | | | | **Sub Total** | 340 |
| | | **Division 9040 - Erosion and Sediment Control** | | | | |
| 24 | 9040-108-T-1 | Inlet Protection Device, Installation | 160.00 | EA | 155 | 24,800 |
| 25 | 9040-108-T-2 | Inlet Protection Device, Maintenance | 160.00 | EA | 15 | 2400 |
| | | | | | **Sub Total** | 27,200 |
| | | **Division 9070 - Landscape Retaining Walls** | | | | |
| 26 | 9070-108-A-0 | Modular Block Retaining Wall | 40.00 | SF | 59 | 2360 |
| | | | | | **Sub Total** | 2360 |
| | | **Division 9071 - Segmental Block Retaining Walls** | | | | |
| 27 | 9071-108-A-0 | Segmental Block Retaining Wall | 40.00 | SF | 30 | 1200 |
| 28 | 9071-108-C-0 | Granular Backfill Material | 40.00 | TON | 30 | 1200 |
| | | | | | **Sub Total** | 2400 |
| | | **Division 11,020 - Mobilization** | | | | |
| 29 | 11020-108-A-0 | Mobilization | 1.00 | LS | 69,032 | 69,032 |
| | | | | | **Sub Total** | 69,032 |

| LINE NO. | REFERENCE NUMBER | BID ITEM DESCRIPTION | PLAN QUANTITY | UNIT | BID UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|---|---|
| | | **Special Provisions - Non-Standard Project Items** | | | | |
| 30 | SP | Concrete Sand Bedding Material, GR 1 & GR 36 | 300.00 | TON | 45 | 13,500 |
| 31 | SP | Water Service Stubs, Curb Box, 3/4" | 120.00 | EA | 960 | 115,200 |
| 32 | SP | Temporary Traffic Control, 17th St Detour | 1.00 | LS | 7500 | 7500 |
| 33 | SP | Tempoary Traffic Control, Locust St Detour | 1.00 | LS | 7500 | 7500 |
| 34 | SP | Exploratory Excavation | 50.00 | HR | 270 | 13,500 |
| 35 | SP | Protection of Existing Plant Material (Temporary Fencing) | 40.00 | LF | 4 | 160 |
| 36 | SP | Minor Rock Excavation at Existing Mains | 10.00 | EA | 1500 | 15,000 |
| 37 | SP | Connection to Interior Plumbing | 223.00 | EA | 600 | 133,800 |
| 38 | SP | Internal Home Water Service Relocation/Penetration | 40.00 | EA | 750 | 30,000 |
| 39 | SP | Interior Plumbing Modifications, Pipe Greater than 5-ft | 250.00 | LF | 500 | 125,000 |
| 40 | SP | Upgrades to Interior Plumbing | 223.00 | EA | 1500 | 334,500 |
| 41 | SP | Flushing Procedure | 223.00 | EA | 500 | 111,500 |
| 42 | SP | Temporary Winter Patch | 625.00 | SY | 20 | 12,500 |
| | | | | | **Sub Total** | 919,660 |

**400.5 Base Bid Amount** **Bid Amount** 2,230,773

Two million, two hundred thirty thousand, seven hundred seventy-three (Use Words)

## 400.7 Timeliness

Bidder agrees that the work shall be Substantially Complete and made ready for final payment in accordance with Contract Documents no later than the date(s) indicated in Section 00800 – Construction Schedule and Agreed Cost of Delay.

## 400.8 Additional Documents To Be Submitted With Bid

The following additional documents are included and made a condition of this Bid:

A. Bid Bond (Section 00450)—or other approved Bid Security.
Accompanying this Bid in a separate sealed envelope is a Bid Bond, cashier's check, or certified check in the penal sum of ten percent (10%) of the submitted Bid. It is understood that the Bid security will be retained in the event a contract is not executed by the Contractor if award is made to the undersigned. If a Bid Bond is submitted it must be executed by the Bidder and acceptable corporate surety. If a Cashier's check or certified check is submitted it must be made payable to the City Treasurer, City of Dubuque, drawn on a bank in Iowa or a bank chartered under the laws of the United States.

B. Bidder Status Form (Section 00460)

C. Signed SRF Required Forms:
- Attachment 2 Certification Regarding Debarment, Suspension, Other Responsibility Matters
- Attachment 3 Disadvantaged Business Enterprise (DBE) Solicitation
- Attachment 4 DBE Subcontractor Performance Form (not required if no DBE is utilized)
- Attachment 5 DBE Subcontractor Utilization Form (not required if no DBE is utilized)
- Attachment 10 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
- Attachment 11 Construction Method Limitations for Lead Service Line Replacement Projects

## 400.9 Document Submittal Requirements by Apparent Low Bidder

The apparent low bidder must submit the Contractor Background Information Form (Section 00471) to the Jurisdiction Representative within 72 hours after the bid opening. Failure to submit the Contractor Background Information Form by the required deadline may be considered justification for the City to determine the Bidder as not responsible.

## 400.10 Contract Execution

The Bidder further agrees to execute a formal contract and Bond, within ten (10) calendar days after the date of the City's Notice of Award. The Bidder also agrees it will commence work on or before ten (10) calendar days after the date of City's Notice to Proceed, and it will complete the work within the specified contract period or pay the Agreed Cost of Delay stipulated in the Contract Documents.

## 400.11 Questions and Interpretations

Failure by the Bidder to request clarification of the Contract Documents during the bidding process does not waive the responsibility for comprehension of the documents and performance of the work in accordance with the Contract Documents. Signing of the Bid Proposal Form constitutes the Contractor's certification as implicitly denoting thorough comprehension of intent of the Contract Documents.

## 400.12 Addenda

**The Bidder acknowledges receipt of the following addenda:**

1 Dated: 6/8/26

2 Dated: 6/16/26

_____ Dated: _____

_____ Dated: _____

## 400.13 Signatures

**Contractor:**

JQ Construction LLC Dated: 6/23/26
Contractor Name

4912 S Raymond Rd.
Street (Business Location)

Waterloo
City

IA 50701
State Zip

Signature Dated: 6/23/26

Owner
Title

The Bidder's State of Iowa does ( ) / does not (X) utilize a percentage preference for in-state Bidders. The amount of preference is — percent.

**==== END OF SECTION 00400 ===**

## Attachment 2: SRF Required Front-End Specifications
## Debarments and Suspensions

*This form to be completed by the Prime Contractor and submitted with the bid.

Any bidder or equipment supplier whose firm or affiliate is listed in on the U.S. General Services Administration Excluded Parties List will be prohibited from the bidding process. The excluded parties records search engine is located at the System for Award Management (SAM) website: https://sam.gov. Pursuant to 2 CFR Part 180, as supplemented by 2 CFR 1532, any entity submitting a bid while the SAM website lists that entity as having an active exclusion will be determined by the DNR to be a non-responsive bidder and will not be able to receive SRF funding.

United States Environmental Protection Agency Washington, DC 20460

### Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U SC Sec. 10 01, a false statement may result in a fine or imprisonment, or both.

Signature of Authorized Representative

6/23/26
Date

Justin Quint
Printed Name

Owner
Title

☐ I am unable to certify to the above statements. My explanation is attached.

**Attachment 3: SRF Required Front-End Specifications**
**Disadvantaged Business Enterprise (DBE) Solicitation**
*This form to be completed by Prime Contractor and submitted with the bid.

In Iowa, DBEs must be certified through the Iowa Department of Transportation (IDOT). Information on certification requirements and a list of certified DBEs is on the IDOT website at https://secure.iowadot.gov/DBE/Home/Index/.

Prime contractors' DBE requirements for SRF projects include:

- Taking affirmative steps for DBE participation
- Documenting the efforts and the proposed utilization of certified DBEs

## PROJECT INFORMATION

SRF Applicant: City of Dubuque Bidder: JQ Construction LLC
Address: 4912 S Raymond Rd.
City: Waterloo State: IA Zip: 50701
Contact Person: Justin Quint
Phone Number: (319) 269-5518 Email: jqconstruction@live.com

1. At this point in time, has the prime contractor begun to solicit work opportunities to subcontractors for this project?
   ☒ Yes ☐ No ☐ N/A

2. Do you agree to use the good faith efforts checklist to ensure the DBEs have the opportunity to compete for procurements funded by EPA financial assistance funds?
   ☒ Yes ☐ No

3. If yes, was a DBE chosen by the prime contractor to be utilized for this project?
   ☐ Yes ☒ No

Signature: _____

## GOOD FAITH EFFORTS CHECKLIST

Please complete the checklist to determine if you have complied with the requirement to make good faith efforts to ensure that certified DBEs have the opportunity to compete for procurements funded by EPA financial assistance funds. Bidders/offerers must make good faith efforts prior to submission of bids/proposals.

1. Did you ensure that DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities?

   ☒ Yes ☐ No

2. Did you make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process? This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

   ☒ Yes ☐ No

3. Did you consider in the contracting process whether firms competing for large contracts could subcontract with DBEs? This will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

   ☒ Yes ☐ No

4. Did you encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually?

   ☒ Yes ☐ No

5. Did you use the services of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce to identify potential subcontractors?

   ☒ Yes ☐ No

6. List the potential DBE subcontractors that were contacted. Only list those that are certified through the Iowa Department of Transportation.

| **Name** | **How Contacted** (e.g. letter, phone call, fax, e-mail) | **Response** (e.g. did not respond, not interested, not competitive) |
|---|---|---|
| Advanced Traffic Control | Email | No Response |
| Collins Concrete LTD | Email | No Response |
| | | |
| | | |
| | | |
| | | |

## CONTRACT ADMINISTRATION PROVISIONS

Several contract provisions are required to prevent unfair practices that adversely affect DBEs. These include:

1. Prime Contractor must pay its Subcontractor for satisfactory performance no more than 30 days from the Prime Contractor's receipt of payment from the SRF loan recipient.
2. Prime Contractor must notify the SRF loan recipient in writing prior to termination of a DBE subcontractor for convenience.
3. Prime Contractor must employ the six Good Faith Efforts to solicit a replacement subcontractor if a DBE subcontractor fails to complete work under a subcontract for any reason.

July 2025

IOWA State Revolving Fund

## Attachment 10: SRF Required Front-End Specifications

*This form to be completed by Prime Contractor and submitted with the bid.

## PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020. EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to:

(a) Procure or obtain, extend or renew a contract to procure or obtain;
(b) Enter into a contract (or extend or renew a contract) to procure; or
(c) Obtain the equipment, services, or systems that use "covered telecommunications equipment or services"

identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system.

Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list, website: https://sam.gov.

(1) As described in Public Law 115-232, section 889, covered telecommunications equipment or services includes:
  (i) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  (ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  (iii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  (iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(2) Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:
  (i) Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services to procure (enter into, renew or extend contracts) or obtain the equipment, services, or systems as described in 2 CFR 200.216.

I understand the above prohibitions and certify that the project will be in compliance with all the requirements.

Signature

6/23/26
Date

Justin Quint
Printed Name

Owner
Title

July 2025

IOWA State Revolving Fund

## Attachment 11
## SRF Required Front-End Specifications

(This form must be completed and signed by the Prime Contractor and submitted with the bid.)

### Construction Method Limitations for Lead Service Line Replacement Projects
### Service Line Replacement Techniques and Specifications*

Replacement of privately-owned water lines shall be completed through any of techniques 1-3 listed below, with option 4 available as an acceptable alternative.

1. **Pull-Through Technique:**
   Replacing the service lines at the same depth as the originals with connecting pits limited to 10 feet by 10 feet, unless safety standards warrant a marginal increase in pit size.
2. **Boring Technique:**
   With connecting pits limited to 10 feet by 10 feet relating to connecting to utility lines, unless safety standards warrant a marginal increase in pit size.
3. **Directional Boring Technique:**
   Sending and receiving pits limited to 10 feet by 10 feet (or connecting pits relating to directional boring for utility lines no bigger than 10 feet by 10 feet), unless safety standards warrant a marginal increase in pit size

OR

4. If for some reason the above construction methods cannot be used for an approved lead service line address, proceed with replacement using an equivalent construction method that will limit the disturbance to the construction area to not greater than described in techniques 1-3.

   *If the above construction methods (1-3) or equivalent (4) cannot be used, contact SRF for further guidance on how to proceed with replacement at that address.

### Protection and Restoration of Above-Ground Structures

1. The applicant shall not cause impacts to above ground structures, except where there are no other reasonable means to proceed with the lead service line replacement.
2. If the lead service line replacement will result in impacts to the material, position, and/or integrity of above ground structures (including, but not limited to: lampposts, brick streets, brick sidewalks, retaining walls, railings), the applicant shall repair the affected structure to its previous condition or better using original materials to the extent practicable.

### Lead Service Line Disposal

1. Lead service line replacement does not require a water supply construction permit. However, other regulations, such as plumbing codes and local ordinances, remain applicable.
2. All lead pipes must either be:
   a. Abandoned in place and physically disconnected from the active distribution system, or
   b. Physically removed in their entirety.

**For Additional Guidance** - Contact the Iowa DNR Land Quality Bureau - Solid Waste and Contaminated Sites section of for further information on lead service line disposal regulations. 515-725-8200

July 2025

I understand the above prohibitions and expectations and I certify that the project will be in compliance with all the requirements.

Printed Name Justin Quint Title Owner

Signature [signature] Date 6/23/26

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:** Bob Schiesl, Assistant City Engineer

**DATE:** July 15, 2026

**RE:** Southwest Arterial / US 52 ITS Corridor Project

Attached are the Public Improvement Contract and Performance, Payment & Maintenance Bond between the City of Dubuque and Eastern Iowa Directional Drillers, LLC of Camanche, IL for the Southwest Arterial / US 52 ITS Corridor Project.

The project was awarded by the City Council on June 15, 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 30th day of June, 2026 between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and Eastern Iowa Directional Drillers, LLC (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 SOUTHWEST ARTERIAL / US 52 ITS CORRIDOR 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. N.35 (60 pages) or drawings consisting of sheets bearing the following general title:
          _____
          _____
      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).

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 one (1) year.

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 $ 1,593,263.08

**CITY OF DUBUQUE, IOWA:**

City Manager's Office
Department

By: Michael Van Milligen
Signature

Michael C. Van Milligen
Printed Name

City Manager
Title

07/16/2026
Date

**CONTRACTOR:**

Eastern Iowa Directional Drillers
Contractor

By:
Signature

Travis Lamberton
Printed Name

Owner
Title

07/09/2026
Date

**==== END OF SECTION 00500 ====**

# PERFORMANCE, PAYMENT AND MAINTENANCE BOND

SECTION 00600 Bond # 101934029

KNOW ALL BY THESE PRESENTS:

That we, Eastern Iowa Directional Drillers, LLC, as Principal (hereinafter the "Contractor" or "Principal") and Merchants National Bonding Inc, 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 One million, five hundred ninety-three thousand, two hundred sixty-three dollars and eight cents ($1,593,263.08), 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 30th day of June, 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 SOUTHWEST ARTERIAL / US 52 ITS CORRIDOR PROJECT detail the following described improvements:

The scope of the project is as follows: provide for the installation and integration of Intelligent Transportation System (ITS) infrastructure throughout the Southwest Arterial corridor, including fiber optic communications infrastructure, traffic monitoring cameras, communications equipment, dynamic message signs (DMS), associated electrical and network infrastructure, conduit systems, handholes, cabinets, poles, and other related ITS technologies intended to improve traffic operations, incident management, traveler information, and corridor efficiency. The project includes a base bid and two alternate bid packages associated with installation of fiber optic communications systems, conduit and microduct infrastructure, traffic monitoring equipment, ITS field devices, and associated electrical and communications infrastructure throughout the corridor.

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** 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: SOUTHWEST ARTERIAL / US 52 ITS CORRIDOR
Location: Southwest Arterial / US52 corridor, US20 to US61-151, Dubuque, Iowa
Project Number: 5521000033

Witness our hands, in triplicate, this 7th day of July, 2026.

**SURETY COUNTERSIGNED BY:**

Signature of Agent

Jena Wilwert
Printed Name of Agent

501 Bell Street
Company Address

Dubuque, Iowa 52001
City, State, Zip Code

563-556-0272
Company Telephone Number

**PRINCIPAL:** Eastern Iowa Directional Drillers LLC
Contractor

By: _____
Signature

Travis Lamberton
Printed Name

Title

**FORM APPROVED BY:**

_____
Representative for Owner

**SURETY:**

Merchants National Bonding Inc
Surety Company

By: _____
Signature Attorney-in-Fact Officer

Zachary Kemp
Printed Name of Attorney-in-Fact Officer

AssuredPartners - Dubuque
Company Name

501 Bell Street
Company Address

Dubuque, Iowa 52001
City, State, Zip Code

563-556-0272
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.

# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Elizabeth Martin; Eric DeSousa; Jena M Wilwert; Lauren Moser; Mark J Phalen; Paula Fitzgerald; Zachary Kemp

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-In-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of April , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933 | MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003 | MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

**MERCHANTS BONDING COMPANY (MUTUAL)**
**MERCHANTS NATIONAL BONDING, INC.**
**MERCHANTS NATIONAL INDEMNITY COMPANY**

By Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of April 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
**Penni Miller**
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of July , 2026

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933 | MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003 | MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

Secretary

# PERFORMANCE, PAYMENT AND MAINTENANCE BOND

SECTION 00600 Bond # 101934029

KNOW ALL BY THESE PRESENTS:

That we, Eastern Iowa Directional Drillers, LLC, as Principal (hereinafter the "Contractor" or "Principal") and Merchants National Bonding Inc, 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 One million, five hundred ninety-three thousand, two hundred sixty-three dollars and eight cents ($1,593,263.08), 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 30th day of June, 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 SOUTHWEST ARTERIAL / US 52 ITS CORRIDOR PROJECT detail the following described improvements:

The scope of the project is as follows: provide for the installation and integration of Intelligent Transportation System (ITS) infrastructure throughout the Southwest Arterial corridor, including fiber optic communications infrastructure, traffic monitoring cameras, communications equipment, dynamic message signs (DMS), associated electrical and network infrastructure, conduit systems, handholes, cabinets, poles, and other related ITS technologies intended to improve traffic operations, incident management, traveler information, and corridor efficiency. The project includes a base bid and two alternate bid packages associated with installation of fiber optic communications systems, conduit and microduct infrastructure, traffic monitoring equipment, ITS field devices, and associated electrical and communications infrastructure throughout the corridor.

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** 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: SOUTHWEST ARTERIAL / US 52 ITS CORRIDOR
Location: Southwest Arterial / US52 corridor, US20 to US61-151, Dubuque, Iowa
Project Number: 5521000033

Witness our hands, in triplicate, this 7th day of July, 2026.

**SURETY COUNTERSIGNED BY:**

Signature of Agent

Jena Wilwert
Printed Name of Agent

501 Bell Street
Company Address

Dubuque, Iowa 52001
City, State, Zip Code

563-556-0272
Company Telephone Number

**PRINCIPAL:** Eastern Iowa Directional Drillers LLC
Contractor

By: _____
Signature

Travis Lamberton
Printed Name

Title
**FORM APPROVED BY:**

Representative for Owner

**SURETY:**

Merchants National Bonding Inc
Surety Company

By: Zachary Kemp
Signature Attorney-in-Fact Officer

Zachary Kemp
Printed Name of Attorney-in-Fact Officer

AssuredPartners - Dubuque
Company Name

501 Bell Street
Company Address

Dubuque, Iowa 52001
City, State, Zip Code

563-556-0272
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.

# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Elizabeth Martin; Eric DeSousa; Jena M Wilwert; Lauren Moser; Mark J Phalen; Paula Fitzgerald; Zachary Kemp

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of April , 2026 .

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

**MERCHANTS BONDING COMPANY (MUTUAL)**
**MERCHANTS NATIONAL BONDING, INC.**
**MERCHANTS NATIONAL INDEMNITY COMPANY**

By Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of April 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
**Penni Miller**
Commission Number 787952
My Commission Expires
January 20, 2027

*Notary Public*

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of July , 2026

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS NATIONAL INDEMNITY COMPANY CALIFORNIA

*Secretary*

POA 0018 (5/25)

# PERFORMANCE, PAYMENT AND MAINTENANCE BOND

SECTION 00600 Bond # 101934029

KNOW ALL BY THESE PRESENTS:

That we, Eastern Iowa Directional Drillers, LLC, as Principal (hereinafter the "Contractor" or "Principal") and Merchants National Bonding Inc, 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 One million, five hundred ninety-three thousand, two hundred sixty-three dollars and eight cents ($1,593,263.08), 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 30th day of June, 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 SOUTHWEST ARTERIAL / US 52 ITS CORRIDOR PROJECT detail the following described improvements:

The scope of the project is as follows: provide for the installation and integration of Intelligent Transportation System (ITS) infrastructure throughout the Southwest Arterial corridor, including fiber optic communications infrastructure, traffic monitoring cameras, communications equipment, dynamic message signs (DMS), associated electrical and network infrastructure, conduit systems, handholes, cabinets, poles, and other related ITS technologies intended to improve traffic operations, incident management, traveler information, and corridor efficiency. The project includes a base bid and two alternate bid packages associated with installation of fiber optic communications systems, conduit and microduct infrastructure, traffic monitoring equipment, ITS field devices, and associated electrical and communications infrastructure throughout the corridor.

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** 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: SOUTHWEST ARTERIAL / US 52 ITS CORRIDOR
Location: Southwest Arterial / US52 corridor, US20 to US61-151, Dubuque, Iowa
Project Number: 5521000033

Witness our hands, in triplicate, this 7th day of July, 2026.

**SURETY COUNTERSIGNED BY:**

Signature of Agent

Jena Wilwert
Printed Name of Agent

501 Bell Street
Company Address

Dubuque, Iowa 52001
City, State, Zip Code

563-556-0272
Company Telephone Number

**PRINCIPAL:** Eastern Iowa Directional Drillers LLC
Contractor

By: _____
Signature

Travis Lamberton
Printed Name

Title
**FORM APPROVED BY:**

Representative for Owner

**SURETY:**

Merchants National Bonding Inc
Surety Company

By: _____
Signature Attorney-in-Fact Officer

Zachary Kemp
Printed Name of Attorney-in-Fact Officer

AssuredPartners - Dubuque
Company Name

501 Bell Street
Company Address

Dubuque, Iowa 52001
City, State, Zip Code

563-556-0272
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.

# MERCHANTS BONDING COMPANY™

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY , an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Elizabeth Martin; Eric DeSousa; Jena M Wilwert; Lauren Moser; Mark J Phalen; Paula Fitzgerald; Zachary Kemp

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-In-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-In-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of April , 2026 .

**MERCHANTS BONDING COMPANY (MUTUAL)**
**MERCHANTS NATIONAL BONDING, INC.**
**MERCHANTS NATIONAL INDEMNITY COMPANY**

By Larry Taylor

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of April 2026 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
**Penni Miller**
Commission Number 787952
My Commission Expires
January 20, 2027

*Notary Public*

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of July , 2026

*Secretary*

POA 0018 (5/25)

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/7/2026

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**
AssuredPartners Great Plains, LLC
PO Box 759
Dubuque IA 52004-0759

License#: 1001000272

**CONTACT NAME:** Jena Wilwert
**PHONE (A/C, No, Ext):** 563-556-0272 **FAX (A/C, No):** 563-585-2790
**E-MAIL ADDRESS:** jena.wilwert@assuredpartners.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Union Insurance Company | 25844 |
| INSURER B : | |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Eastern Iowa Directional Drillers LLC
3902 291st St
Camanche IA 52730

EASTIOW-16

**COVERAGES** **CERTIFICATE NUMBER:** 369150653 **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 | | | CPA3316074-20 | 9/26/2025 | 9/26/2026 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | | | | | | | 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 LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | CPA3316074-20 | 9/26/2025 | 9/26/2026 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | CPA3316074-20 | 9/26/2025 | 9/26/2026 | EACH OCCURRENCE | $ 5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 5,000,000 |
| | DED X RETENTION $ 0 | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | WCA3316144-20 | 9/26/2025 | 9/26/2026 | X PER STATUTE / OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N/A | | | | | 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 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Project #5521000033 Southwest Arterial / US 52 ITS Corridor Project, Dubuque, Iowa

Policy includes CG0001. The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers is listed as additional insured on the General Liability including primary and non-contributory basis including ongoing operations. Waiver of Subrogation is included in favor of the additional insured on the general liability, auto liability and workers' compensation. 30-Day Notice of Cancellation in favor of the certificate holder on the above policies.

**CERTIFICATE HOLDER**

City of Dubuque
Attn: Engineering Dept
50 W 13th Street
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.**

# GENERAL LIABILITY ULTRA PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SUMMARY OF COVERAGE EXTENSIONS**

| Provision | Name Of Coverage Extension | Included or Limit of Insurance |
|---|---|---|
| A. | Miscellaneous Additional Insureds | Included |
| B. | Expected Or Intended Injury Or Damage | Included |
| C. | Knowledge Of Occurrence | Included |
| D. | Legal Liability – Damage To Premises Rented To You (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems) | $300,000 |
| E. | Medical Payments | See Declarations |
| F. | Mobile Equipment Redefined | Included |
| G. | Newly Formed Or Acquired Organization, Partnership Or Limited Liability Company And Extended Period Of Coverage | Included |
| H. | Who Is An Insured – Amendment | Included |
| I. | Non-Owned Watercraft (Increased to maximum length of less than 51 feet) | Included |
| J. | Supplementary Payments – Increased Limits<br>1. Bail Bonds<br>2. Loss Of Earnings | <br>$ 3,000<br>$ 1,000 |
| K. | Unintentional Omission Or Unintentional Error In Disclosure | Included |
| L. | Waiver Of Transfer Of Rights Of Recovery Against Others | Included |
| M. | Liberalization Clause | Included |
| N. | Incidental Medical Malpractice | Included |

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided.

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

**A. MISCELLANEOUS ADDITIONAL INSUREDS**

1. **Section II – Who Is An Insured** is amended to include as an insured any person or organization (referred to as an additional insured below) described in Paragraphs **A.1.c.(1)** through **A.1.c.(9)** below when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, provided that:

   **a.** The written contract or written agreement is:

      **(1)** Currently in effect or becoming effective during the term of this policy; and

      **(2)** Fully executed by you and the additional insured prior to the "bodily


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you and subject to the following additional exclusions:

This insurance does not apply to:

**(a)** Any "occurrence" which takes place after you cease to be a tenant in that premises.

**(b)** Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**(3) Mortgagee, Assignee Or Receiver**

A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a covered premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**(4) Owners Or Other Interests From Whom Land Has Been Leased**

An owner or other interest from whom land has been leased to you but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

**(a)** Any "occurrence" which takes place after you cease to lease that land.

**(b)** Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

**(5) Lessor Of Leased Equipment**

Any person(s) or organization(s) from whom you lease equipment but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**(6) State, Municipality, Governmental Agency Or Subdivision Or Other Political Subdivision – Permits Or Authorizations Relating To Premises**

Any state, municipality, governmental agency or subdivision or other political subdivision subject to the following additional provisions:

**(a)** This insurance applies only with respect to:

**(i)** The following hazards for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

**(1.1)** The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

**(1.2)** The construction, erection or removal of elevators; or

**(1.3)** The ownership, maintenance or use of any elevators covered by this insurance.

**(ii)** Operations performed by you or on your behalf for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization.


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in the usual course of business, in connection with the distribution or sale of the products.

(b) This insurance does not apply to any insured person or organization, from whom you have acquired products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. With respect to coverage provided by this Provision **A. Miscellaneous Additional Insureds**, the following additional provisions apply:

   a. Any insurance provided to an additional insured designated under Paragraphs **A.1.c.(1)** through **A.1.c.(8)** above does not apply:

      (1) To "bodily injury" or "property damage" included within the "products-completed operations hazard"; or

      (2) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

   b. The insurance afforded to such additional insured only applies to the extent permitted by law.

   c. The insurance afforded to such additional insured will not be broader than that which you are required to provide by the written contract or written agreement.

3. With respect to the insurance afforded to the additional insureds within this Provision **A. Miscellaneous Additional Insureds**, the following is added to **Section III – Limits Of Insurance**:

   The most we will pay on behalf of the additional insured is the amount of insurance:

   a. Required by the written contract or written agreement; or

   b. Available under the applicable Limits Of Insurance shown in the Declarations;

   whichever is less.

   This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

**B. EXPECTED OR INTENDED INJURY OR DAMAGE**

Exclusion **2.a. Expected Or Intended Injury** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

**a. Expected Or Intended Injury Or Damage**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**C. KNOWLEDGE OF OCCURRENCE**

Paragraph **2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim only when the "occurrence" or offense is known to:

   (1) You, if you are an individual;

   (2) A partner, if you are a partnership;

   (3) A manager, if you are a limited liability company; or

   (4) An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

   To the extent possible, notice should include:

   (i) How, when and where the "occurrence" or offense took place;

   (ii) The names and addresses of any injured persons and witnesses; and

   (iii) The nature and location of any injury or damage arising out of the "occurrence" or offense.

**D. LEGAL LIABILITY – DAMAGE TO PREMISES RENTED TO YOU (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)**

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

1. Under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, the last paragraph (after the exclusions) is deleted and replaced by the following:


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c. Majority interest of more than 50% as an owner of a newly acquired or formed limited liability company;

will qualify as a Named Insured if there is no other similar insurance available to that organization. However, for these organizations:

(i) Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, partnership or limited liability company, or the end of the policy period, whichever is earlier;

(ii) **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, partnership or limited liability company;

(iii) **Section I – Coverage B – Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization, partnership or limited liability company;

(iv) Coverage applies only when operations of the newly acquired organization, partnership or limited liability company are the same or similar to the operations of insureds already covered under this insurance;

(v) Coverage only applies for those limited liability companies who have established a date of formation as recorded within the filed state articles of organization, certificates of formation or certificates of organization; and

(vi) Coverage only applies for those partnerships who have established a date of formation as recorded within a written partnership agreement or partnership certificate.

## H. WHO IS AN INSURED – AMENDMENT

The last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any:

a. Current partnership or limited liability company, unless otherwise provided for under Paragraph **3.** of **Section II – Who Is An Insured**;

b. Current joint venture; or

c. Past partnership, joint venture or limited liability company;

that is not shown as a Named Insured in the Declarations.

## I. NON-OWNED WATERCRAFT

Subparagraph **(2)** of **Exclusion 2.g. Aircraft, Auto Or Watercraft** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

**(2)** A watercraft you do not own that is:

**(a)** Less than 51 feet long; and

**(b)** Not being used to carry persons or property for a charge.

## J. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

**Section I – Supplementary Payments – Coverages A And B** is changed as follows:

1. The limit shown in Paragraph **1.b.** for the cost of bail bonds is changed from $250 to $3,000; and

2. The limit shown in Paragraph **1.d.** for loss of earnings because of time off from work is changed from $250 a day to $1,000 a day.

## K. UNINTENTIONAL OMISSION OR UNINTENTIONAL ERROR IN DISCLOSURE

The following provision is added to Paragraph **6. Representations** of **Section IV – Commercial General Liability Conditions**:

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

## L. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Commercial General Liability Conditions**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products-completed operations hazard" when you have agreed in a written contract or written agreement that any right of recovery is waived for such person or organization. This waiver applies only to the


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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

**(1)** The additional insured is a Named Insured under such other insurance; and

**(2)** You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.


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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT WITH YOU (COMPLETED OPERATIONS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A.** Section **II** – Who Is An Insured is amended to include as an additional insured any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.


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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# CONTRACTORS' COMMERCIAL GENERAL LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Provision | Name Of Coverage Extension | Included or Limit of Insurance |
|---|---|---|
| A. | Property Damage to Borrowed Equipment and Tools | $15,000 |
| B. | Construction Project General Aggregate Limit | Included |
| C. | Limited Job Site Pollution | $100,000 |
| D. | Contractual Liability - Railroads | Included |
| E. | Extended Property Damage | $25,000 Per Occurrence/ $50,000 Annual Aggregate |
| F. | Extension of Coverage to Co-Employee | Included |

**A. PROPERTY DAMAGE TO BORROWED EQUIPMENT AND TOOLS**

1. **Section I - Coverages - coverage A Bodily Injury and Property Damage Liability** - Paragraph **2.j.** is amended as follows:

   Paragraphs **2.j.(3)** and **2.j.(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

2. In regards to coverage provided under **A.1.** of this endorsement only, **Section III - Limits of Insurance** is deleted and replaced by the following:

   The most we will pay in any one "occurrence" for "property damage" to borrowed equipment and tools is the amount shown in the Schedule above. This limit of insurance is the most we will pay regardless of the number of:

   **a.** Insureds;

   **b.** Claims made or "suits" brought; or

   **c.** Persons or organizations making claims or bringing "suits".

3. **Deductible**

   In regards to coverage provided under **A.1.** of this endorsement only, the following apply:

   **a.** Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of $250 as applicable to "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

   **b.** The terms of this insurance, including those with respect to our right and duty to defend the insured against any "suits" seeking those damages; and your duties in the event of an "occurrence", claim, or "suit" apply irrespective of the application of the deductible amount.

   **c.** We may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken; you shall promptly reimburse us for such part of the deductible amount as we have paid.

**B. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMIT**

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Coverage A (Section I)**, and for all medical expenses caused by accidents under **Coverage C (Section I)**, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to the insured:

   **a.** A Single Construction Project General Aggregate Limit applies to each construction project away from premises owned by or rented to the insured, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.


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(a) Request, demand, order or statutory or regulatory requirement issued or made pursuant to any environmental protection or environmental liability statutes or regulations that any insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for those sums the insured becomes legally obligated to pay as damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

2. With respect to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

   a. The "Each Occurrence Limit" shown in the Declarations does not apply.

   b. Paragraph **7.** Of **Section III - Limits of Insurance** does not apply.

   c. Paragraph **1.** of **Section III - Limits of Insurance** is replaced by the following:

      The Limits Of Insurance shown in this endorsement, or in the Declarations and the rules below fix the most we will pay regardless of the number of:

      **(1)** Insureds;

      **(2)** Claims made or "suits" brought; or

      **(3)** Persons or organizations making claims or bringing "suits".

   d. The following are added to **Section III - Limits of Insurance:**

      **(1)** Subject to paragraph **2.** or **3.**, whichever applies, the most we will pay for the sum of:

         **(a)** Damages under **Coverage A**; and

         **(b)** Medical expenses under **Coverage C**, if **Coverage C - Medical Payments** is not otherwise excluded from this policy and subject to the Medical Expense Limit shown in the policy;

      because of "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" is $100,000.

## D. CONTRACTUAL LIABILITY - RAILROADS

For the purposes of the coverage provided under this endorsement, **Section V - Definitions** is amended as follows:

**Definition 9. Insured Contract** is amended as follows:

1. Paragraph **9.c.** is deleted in its entirety and replaced with the following:

   Any easement or license agreement;

2. Paragraph **9.f.(1)** is deleted in its entirety.

## E. EXTENDED PROPERTY DAMAGE

The following is added to **Section I - Coverages, Coverage A - Bodily Injury and Property Damage Liability**:

1. We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to:

   a. Personal property of others while in the care, custody and control of the insured; or

   b. That particular part of real property on which you or any contractors or subcontractor working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

   For the purposes of the coverage provided by the Extended Property Damage only, Exclusions **j.(4), j.(5)** and **j.(6)** are deleted in their entirety.

2. The amount we will pay for damages under the Extended Property Damage coverage is limited to the Per Occurrence and Annual Aggregate limits shown in the Schedule above.

3. The insurance provided by the Extended Property Damage coverage does not apply to "property damage" included within the "products-completed operations hazard", the "collapse hazard", the "explosion hazard", or the "underground property damage hazard".

4. A deductible of $500 per claim is applicable to the Extended Property Damage coverage. The deductible does not reduce the limit of insurance.

5. For the purposes of the coverage provided under the Extended Property Damage, the following definitions are added to **Section V - Definitions**:



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# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# GOVERNMENTAL ENTITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**Schedule**

| | |
|---|---|
| Municipality: | City of Dubuque |
| Mailing Address: | 50 W 13TH ST<br>Dubuque, IA 52001 |

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The following provisions are added to the coverage part listed above:

## A. ADDITIONAL INSURED PROVISION

The Municipality shown in the schedule, 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 municipality shown in the Schedule. 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 is primary, contributing or excess.

## B. GOVERNMENTAL IMMUNITIES PROVISION

1. **Nonwaiver of Government Immunity.** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the municipality shown in the Schedule as an Additional Insured does not waive any of the defenses of governmental immunity available to them under Code of Iowa Section 670.4 or 669.14 as they now exist and as they may be amended from time to time, nor does the inclusion of the municipality shown in the Schedule as an Additional Insured waive any sovereign immunity as applicable or available under the Constitution of the State of Iowa.

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 or 669.14 as they now exist and as they may be amended from time to time, and not subject to the defense of sovereign immunity under the Constitution of the State of Iowa.

3. **Assertion of Government Immunity**. The municipality shown in the Schedule shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the municipality shown in the Schedule.

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 municipality shown in the Schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the municipality.

5. **No Other Change in Policy**. The insurance carrier and the municipality shown in the Schedule agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

## C. CANCELLATION AND MATERIAL CHANGES PROVISION

Thirty (30) days Advance Written Notice of Cancellation, ten (10) days Written Notification of Cancellation due to non-payment of premium, and forty-five (45) days Advance Written Notification of Non-Renewal shall be sent to the address shown in the Schedule. This


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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# BUSINESS AUTO ENHANCEMENT

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

**SUMMARY OF COVERAGE EXTENSIONS**

| Paragraph No. | Name of Coverage Extensions | Limit or Included |
|---|---|---|
| A. | Additional Insured by Contract Or Agreement Including Primary and Noncontributory Other Insurance Condition | Included |
| B. | Airbags - Extended Coverage | Included |
| C. | Audio, Visual & Data Electronic Equipment Coverage (Including Telematics Tracking Equipment) | $1,000 |
| D. | Auto Loan/Lease Gap Coverage | $2,500 |
| E. | Autos Rented by Employees | Included |
| F. | Bail Bonds - Extended Coverage | $5,000 |
| G. | Broad Form Named Insured Including Newly Acquired or Formed Organizations | Included |
| H. | Custom Signs & Decorations | Included |
| I. | Employees as Insureds | Included |
| J. | Fellow Employee Coverage | Included |
| K. | Glass Repair – No Deductible | Included |
| L. | Hired Auto Physical Damage and Increased Loss of Use Expenses<br>Loss of use (Per Day / Maximum) | $100,000<br>$500 / $3,500 |
| M. | Knowledge Of An Accident, Claim, Suit Or Loss | Included |
| N. | Loss Of Earnings - Extended Coverage | $1,000 |
| O. | Rental Reimbursement Coverage | |
| | Maximum Rental Expenses Per Day | $75 |
| | Maximum Rental Expenses Because Of Loss To Any One Covered "Auto" | $3,375 |
| | Maximum Rental Expenses Because Of Loss To All Covered "Autos" In Any One Policy Period | $15,000 |
| P. | Resultant Mental Anguish | Included |
| Q. | Towing And Labor Coverage Extension | $100 |
| R. | Transportation Expenses - Coverage Extension ( Per Day / Maximum) | $75 / $2,500 |
| S. | Unintentional Failure To Disclose Hazards | Included |
| T. | Waiver Of Subrogation By Contract Or Agreement | Included |


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**(3)** An integral part of the same unit housing any electronic equipment described in Paragraphs **a.** and **b.** above; or;

**(4)** Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

**2.** In the event of a "loss" to a covered "auto", the most we will pay for "loss" to global positioning systems and "telematics devices" in any one covered "auto" is the lesser of:

**a.** The actual cash value of the damaged or stolen property at the time of loss;

**b.** The cost of repairing or replacing damaged or stolen property with other property of like kind and quality; or

**c.** $1,000

**3.** For each covered "loss", a deductible of $100 shall apply.

"Telematics Devices" include devices that are not installed by the vehicle manufacturer and that are designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes global positioning systems and wireless safety communication devices.

Cellular, mobile and smart phones are not considered global positioning systems or "telematics devices" for purposes of this coverage provision.

**D. AUTO LOAN/LEASE GAP COVERAGE**

The following is added to **Section III – Physical Damage Coverage**, Paragraph **C.**:

In the event of a total "loss" to a covered "auto", we will pay up to $2,500 on the unpaid amount due on the lease or loan for a covered "auto", less:

The amount paid under the Physical Damage Coverage section of the policy; and any:

**1.** Overdue or any deferred lease/loan payments at the time of the "loss";

**2.** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

**3.** Security deposits not returned by the lessor;

**4.** Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

**5.** Carry-over balances from previous loans or leases.

Coverage provided under this extension will be excess over any other collectible insurance including, but not limited to, any coverage provided by or purchased from the lessor or any financial institution.

However, this provision does not apply to the extent loan/lease gap coverage has been provided by separate endorsement to this policy.

**E. AUTOS RENTED BY EMPLOYEES**

The following is added to **Section II – Covered Autos Liability Coverage**, Paragraph **A.1.**:

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business

**F. BAIL BONDS - EXTENDED COVERAGE**

**Section II – Covered Autos Liability Coverage**, Paragraph **A.2.a.(2)** is deleted and replaced by the following:

**(2)** Up to $5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

**G. BROAD FORM NAMED INSURED INCLUDING NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

The following is added to sub paragraph **A1. Who Is An Insured** of **Section II – Covered Autos Liability Coverage**:

For any covered "auto";

Any organization, other than a partnership, joint venture or limited liability company, over which you maintain ownership or majority interest of more than 50 percent on the effective date of this endorsement and for


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include the following:
If hired "autos" are covered "autos" for Liability Coverage under this policy and if Physical Damage Comprehensive Coverage, Physical Damage Specified Causes Of Loss Coverage, or Physical Damage Collision Coverage is provided under this policy for any "auto" you own, then such Physical Damage Coverages are extended to apply to "autos" you lease, hire, rent or borrow without a driver, subject to the following provisions:

1. This extension is only available for "autos" you lease, hire, rent or borrow for less than 30 consecutive days.
2. The most we will pay in any one "loss" is the least of $100,000, the actual cash value of the "auto" or the cost to repair or replace the "auto", except that such amount will be reduced by a deductible to be determined as follows:

   The deductible shall be equal to the amount of the highest deductible shown for any owned "auto" of the same classification for that coverage. In the event there is no owned "auto" of the same classification, the highest deductible for any owned "auto" will apply for that coverage.
3. Coverage provided under this extension will be excess over any other collectible insurance you have.

Paragraphs 1 through 3 above do not apply if separate Hired Auto Physical Damage is indicated in the declarations.

For "autos" you lease, hire, rent or borrow covered under this Hired Auto Physical Damage Coverage extension or under separate coverage provided in the declarations, the limits in subparagraph **b. Loss Of Use Expenses** under paragraph **4. Coverage Extensions** as found in paragraph **A. Coverage** of **SECTION III – PHYSICAL DAMAGE COVERAGE**, are increased to $500 per day, to a maximum of $3,500.

**M. KNOWLEDGE OF AN ACCIDENT, CLAIM, SUIT OR LOSS**

The following is added to **Section IV – Business Auto Conditions**, Paragraph **A.2.**:

Notice of an "accident" or "loss" will be considered knowledge of yours only if reported to you, if you are an individual, a partner, an executive officer or an employee designated by you to give us such notice.

Notice of an "accident" or "loss" to your Workers' Compensation insurer, for an event which later develops into a claim for which there is coverage under this policy, shall be considered notice to us, but only if we are notified as soon as you know that the claim should be addressed by this policy, rather than your Workers' Compensation policy.

**N. LOSS OF EARNINGS - EXTENDED COVERAGE**

**Section II – Covered Autos Liability Coverage**, Paragraph **A.2.a.(4)** is deleted and replaced by the following:

**(4)** All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $1,000 a day because of time off from work.

**O. RENTAL REIMBURSEMENT COVERAGE**

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage. This coverage is only available to those covered "autos" involved in a "loss" and Physical Damage is provided to the covered "auto".
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following;
   a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
   b. 45 days.
3. Our payment is limited to the lesser of the following amounts:
   a. Necessary and actual expenses incurred.
   b. The maximum rental expenses


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# WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization when you and such person or organization have agreed in a written, signed, or executed contract or agreement that such person or organization be added as waiver of subrogation to your policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

**(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective
09/26/2025

Policy No.
WCA 3316144 21

Endorsement No.

Premium

Insured
Eastern Iowa Directional Drillers LLC

Insurance Company:
Union Insurance Company

Countersigned by _____


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# PROJECT INFORMATION REQUIREMENTS FOR STATE OF IOWA SALES TAX EXEMPTION CERTIFICATES FOR CONTRACTORS & SUBCONTRACTORS

**Submitting Department: Engineering**

**Department Contact: David Ness**

**Project CIP Number(s): 5521000033**

Please complete this form in its entirety and submit along with the executed Contract, Bonds and Certificate of Insurance. Upon receipt, the City Finance Department will work with the Iowa Department of Revenue to issue Sales Tax Exemption Certificates to the approved contractor(s) to allow for the purchase or inventory withdrawal of materials for the specified Project free from State of Iowa Sales Tax.

**Sales tax exemption certificates are not provided to material suppliers.**

The Contractor and subcontractors can provide copies of the sales tax exemption certificates issued by the City to individual material suppliers.

| | |
|---|---|
| Project Name: | Southwest Arterial / US 52 ITS Corridor Project |
| Project Description: | Provide for the installation and integration of Intelligent Transportation System (ITS) infrastructure throughout the Southwest Arterial corridor, including fiber optic communications infrastructure, traffic monitoring cameras, communications equipment, dynamic message signs (DMS), associated electrical and network infrastructure, conduit systems, handholes, cabinets, poles, and other related ITS technologies intended to improve traffic operations, incident management, traveler information, and corridor efficiency. The project includes a base bid and two alternate bid packages associated with installation of fiber optic communications systems, conduit and microduct infrastructure, traffic monitoring equipment, ITS field devices, and associated electrical and communications infrastructure throughout the corridor. |
| Start Date (Bid Opening Date): | June 11, 2026 |
| Final Completion Date: | December 1, 2026 |

| | |
|---|---|
| 1. **General Prime Contractor:** | Eastern Iowa Directional Drillers, LLC |
| Contact Name: | |
| Complete Address: (Include PO Box and Street Information) | 3902 291st Street |
| City, State, Zip Code | Camanche, Iowa 52730 |
| Telephone Number: | 563-249-5936 |
| Federal I.D. Number: (or Include Social Security Number) | 46-1156699 |
| Work Type to be Completed: | Directional Drilling/ entirety of job. |

| 2. | **Subcontractor:** | Schneider Land Surveying & Planning, INC. |
|---|---|---|
| | Complete Address:<br>(Include PO Box and Street Information) | P.O. Box 128<br>906 1st Street N. |
| | City, State, Zip Code | Farley, Iowa 52046 |
| | Telephone Number: | 563-744-3631 |
| | Federal I.D. Number:<br>(or Include Social Security Number) | 42-1565222 |
| | Work Type to be Completed: | Survey Construction Staking |

| 3. | **Subcontractor:** | Stevenson Construction Services, LLC |
|---|---|---|
| | Complete Address:<br>(Include PO Box and Street Information) | 679 74th Ave. |
| | City, State, Zip Code | Pleasantville, Iowa 50225 |
| | Telephone Number: | 641-203-9370 |
| | Federal I.D. Number:<br>(or Include Social Security Number) | 46-1967790 |
| | Work Type to be Completed: | Installing fiber optic cable |

| 4. | **Subcontractor:** | Westphal Electric D.B.A./Globalcom Tech |
|---|---|---|
| | Complete Address:<br>(Include PO Box and Street Information) | P.O. Box 7428 |
| | City, State, Zip Code | Madison, Wisconsin 53707-7428 |
| | Telephone Number: | 563-690-0584 |
| | Federal I.D. Number:<br>(or Include Social Security Number) | 39-0857582 |
| | Work Type to be Completed: | Fiber splicing |

| 5. | **Subcontractor:** | Biechler Electric, INC. |
|---|---|---|
| | Complete Address:<br>(Include PO Box and Street Information) | P.O. Box 1568<br>7762 Wildnest Lane |
| | City, State, Zip Code | Dubuque, Iowa 52004 |
| | Telephone Number: | 563-583-5366 |
| | Federal I.D. Number:<br>(or Include Social Security Number) | 42-1040562 |
| | Work Type to be Completed: | Electrical |

**==== END OF SECTION 00750 ====**

# SITE CONDITION INFORMATION
SECTION 00775

## 775.1 SUBSURFACE CONDITIONS

In the preparation of the Contract Documents, the Engineer relied upon the following report(s) and drawing(s) of explorations and tests of subsurface conditions at the Site:

1) Geotechnical Engineering Report:

| | |
|---|---|
| Report Prepared by: | |
| Title: | |
| Date: | |
| Pages: | |
| Download: | |

The technical data in the above report(s), upon which the Contractor may rely, consists of boring logs, test results, and boring locations all as of the date made. Engineer accepts no responsibility for accuracy of the soil data or water level information. Soil information, included with these Contract Documents, was not obtained for the purposes of designing excavations and trenches. Soil information was used by Engineer for design purposes only. Contractor shall assure itself by personal examination as to subsurface conditions and shall provide its own investigations and make its own assumptions to comply with OSHA and any other applicable laws and regulations regarding excavation and trenching requirements.

## 775.2 PHYSICAL CONDITIONS

In the preparation of the Contract Documents, the Engineer relied upon the following drawing(s) of physical conditions in or relating to existing surface and subsurface structures (except underground facilities) which are at or contiguous to the Site:

1) Drawings prepared by:

| | |
|---|---|
| Prepared by: | HDR - 1917 S. 67th Street, Omaha, NE 68106 |
| Title: | Southwest Arterial / US 52 ITS Corridor Project |
| Date: | May 22, 2026 |
| Pages: | All |
| Download: | |

2) Sanborn Fire Insurance Map: _____

NONE OF THE CONTENT OF SUCH DRAWINGS INCLUDE TECHNICAL DATA ON WHICH THE CONTRACTOR MAY RELY.

## 775.3 HAZARDOUS ENVIRONMENTAL CONDITIONS

In the preparation of the Contract Documents, the Engineer relied upon the following reports(s) known to the owner of hazardous environmental conditions at the Site:

1) Phase I Environmental Site Assessment Study:

| | |
|---|---|
| Prepared by: | |
| Title: | |
| Date: | |
| Pages: | |
| Download: | |

2) Phase II Environmental Site Assessment Study:

| | |
|---|---|
| Prepared by: | |
| Title: | |
| Date: | |
| Pages: | |
| Download: | |

3) Soil and Groundwater Management Plan:

| | |
|---|---|
| Prepared by: | |
| Title: | |
| Date: | |
| Pages: | |
| Download: | |

The technical data in the above report(s), upon which the Contractor may rely, consists of test results all as of the date made. Contractor must not remove, disturb, or remediate any Hazardous Environmental Conditions encountered, uncovered or revealed at the Project Area, unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of work.

**==== END OF SECTION 00775 ====**

# CONSTRUCTION SCHEDULE AND AGREED COSTS OF DELAY

SECTION 00800

## 800.1 SCHEDULE:

CALENDAR DAY SCHEDULE:

Work required by the Contract Documents shall commence within ten (10) calendar days after Notice to Proceed has been issued and shall be fully completed by December 1, 2026.

MILESTONE DATES:

In addition to the required Final Completion Dates, there are milestones by which certain items of work must be completed. See General Requirements for milestone requirements.

| | |
|---|---|
| Milestone 1 – Final Completion | 12-1-2026 |
| Milestone 2 | 00-00-0000 |

In general, the following contract completion Milestone shall be followed.

a. Milestone 1 Completion:_____.

b. Milestone 2 Completion:_____.

## 800.2 AGREED COSTS OF DELAY:

Time is of the essence of the Contract. As delay in the diligent prosecution of the work may inconvenience the public, obstruct traffic, interfere with business, and/or increase costs to the City such as engineering, administration, and inspection, it is important that the work be prosecuted vigorously to final completion.

An extension of the contract period may be granted by the City for any of the following reasons:

1. Additional work resulting from a modification of the Contract Documents by approved change order.

2. Delays caused by the City.

3. Other reasons beyond the control of the Contractor, which in the City's opinion, would justify such.

Should the Contractor, or in case of default the Surety, fail to complete the work within the specified Milestone(s), Substantial and Final Completion Dates, a deduction at the daily rate for agreed costs of delay will be made for each and every calendar day or working

day, whichever is specified, such that the work remains uncompleted. The Contractor or the Contractor's Surety shall be responsible for all costs incidental to the completion of the work, and shall be required to pay the City the following daily costs:

A. For each calendar day that any work remains uncompleted beyond the Substantial Completion date the contractor will be assessed and shall pay, **$500.00** per calendar day, not as a penalty but as predetermined and Agreed Cost of Delay until Substantial Completion requirements are met.

B. For each calendar day that any work remains uncompleted beyond the Final Completion date the contractor will be assessed and shall pay, **$500.00** per calendar, not as a penalty but as predetermined and Agreed Cost of Delay until Final Completion requirements are met.

~~C. For each calendar day that any work remains uncompleted beyond the Milestone date(s) the contractor will be assessed and shall pay, $_____ per calendar day, not as a penalty but as predetermined and Agreed Cost of Delay until the Milestone requirements are met.~~

Permitting the Contractor to continue and finish the Work, or any part of it, after the expiration of the Substantial and Final Completion dates or Milestone Dates or extension thereof shall in no way operate as a waiver on the part of the City of any of its rights or remedies under the contract, including its right to Agreed Cost of Delay pursuant to this provision. Furthermore, the assessment of Agreed Cost of Delay shall not constitute a waiver of the City's right to collect any additional damages which the City may sustain by failure of the Contractor to carry out the terms of the Contract.

The Agreed Cost of Delay rates specified in the Contract Documents is hereby agreed upon as the true and actual damages due the City for loss to the City and to the public due to obstruction of traffic, interference with business, and/or increased costs to the City such as engineering, administration, construction, and inspection after the expiration of the contract times, or extension thereof. Such Agreed Cost of Delay will be separately invoiced to the Contractor, and final payment will be withheld from the Contractor until payment has been made of this invoice for the agreed cost of delay. The Contractor and its surety shall be liable for any agreed cost of delay in excess of the amount due the Contractor.

**==== END OF SECTION 00800 ====**

# EROSION CONTROL CERTIFICATION

SECTION 00900

Dated: 07/09/2026

City: City of Dubuque
Address: 50 W 13th Street
Dubuque, IA 52001

Project: Southwest Arterial / US 52 ITS Corridor Project

Contract No. 5521000033

Description: Scope of project: provide for the installation and integration of Intelligent Transportation System (ITS) infrastructure throughout the Southwest Arterial corridor, including fiber optic communications infrastructure, traffic monitoring cameras, communications equipment, dynamic message signs (DMS), associated electrical and network infrastructure, conduit systems, handholes, cabinets, poles, and other related ITS technologies intended to improve traffic operations, incident management, traveler information, and corridor efficiency. The project includes a base bid and two alternate bid packages associated with installation of fiber optic communications systems, conduit and microduct infrastructure, traffic monitoring equipment, ITS field devices, and associated electrical and communications infrastructure throughout the corridor.

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: Eastern Iowa Directional Drillers, LLC

By: _____
(Authorized Signature)

Owner
(Title)

**==== END OF SECTION 00900 ====**

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August 3, 2026

**City of Dubuque**
**City Council**

**CONSENT ITEMS # 12.**

| | |
|---|---|
| **ITEM TITLE:** | Recommendation for net increase in Human Resources Department of 1.0 FTE for the addition of the Workforce and Compensation Analyst position |
| **SUMMARY:** | City Manager recommending the creation of a Workforce & Compensation Analyst position as part of a Human Resources Department restructuring. |
| **SUGGUESTED DISPOSITION:** | Receive and File; Approve |

**ATTACHMENTS:**

1. MVM Memo Recommendation for net increase in Human Resources Department of 1_0 FTE for the addition of the Workforce and Compensation Analyst position
2. Staff Memo

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:** Recommendation for net increase in Human Resources Department of 1.0 FTE for the addition of the Workforce and Compensation Analyst position

**DATE:** July 30, 2026

Chief Human Resources Officer Shelley Stickfort and Talent Acquisition Manager Kristen Dietz are recommending the creation of a Workforce & Compensation Analyst position as part of a department restructuring.

The proposed restructuring results in a net increase of 1.0 FTE for the addition of the Workforce & Compensation Analyst position.

The estimated FY2027 budget impact is $29,228.01. This cost will be absorbed through salary savings generated by the vacant Employee Relations Manager position, which has produced approximately $9,500 per month in vacancy savings. With approximately four months of vacancy savings, the department has an estimated $38,000 and growing amount available salary savings to offset the FY2027 cost.

Future fiscal year budgets will be adjusted to reflect the approved position additions and eliminations as part of the department's ongoing budget process.

I concur with the recommendation and respectfully request Mayor and City Council approval.

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Shelley Stickfort, Chief Human Resources Officer
Kristen Dietz, Talent Acquisition Manager
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager

THE CITY OF DUBUQUE
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Dubuque All-America City NATIONAL CIVIC LEAGUE 2007★2012★2013 2017★2019

**TO:** Michael Van Milligen, City Manager

**FROM:** Shelley Stickfort, Chief Human Resources Officer
Kristen Dietz, Talent Acquisition Manager

**DATE:** July 29, 2026 (Updated)

**RE:** Recommendation for net increase in Human Resources Department of 1.0 FTE for the addition of the Workforce and Compensation Analyst position.

## INTRODUCTION

The purpose of this memo is to respectfully request consideration of the proposed restructure of the Human Resources Department.

## BACKGROUND

The Human Resources Department is currently undergoing a comprehensive organizational review to evaluate position responsibilities, reporting relationships, and long-term operational needs. This review is occurring concurrently with the Human Resources Information System (HRIS) implementation, which will automate numerous administrative processes and create opportunities to strategically realign responsibilities.

Additionally, the department is experiencing some staffing transitions, including the departure of the Employee Relations Manager and the Benefits & Compensation Manager, and the retirement of Learning & Development Manager on December 31, 2026. These changes provide an opportunity to thoughtfully redesign the department to better support organizational priorities while ensuring continuity of critical Human Resources functions.

## DISCUSSION

The proposed restructuring is designed to improve operational efficiency, strengthen compliance, enhance workforce planning capabilities, and establish clear areas of subject matter expertise. The recommendations below redistribute responsibilities based on organizational need while positioning the department for long-term sustainability.

**Employment Manager**

It is recommended that the Human Resources Employment Specialist position be reclassified to **Employment Manager (NB14)**. The current incumbent is already performing the majority of these responsibilities and would assume the position.

The Employment Manager will oversee recruitment, pre-employment processes, unemployment administration, and drug and alcohol program compliance while providing leadership for the City's employment functions.

**Human Resources Generalist (Employment & Unemployment Administration)**

*(Replacement for Employee Relations Manager)*

It is recommended that the Employee Relations Manager position be eliminated and replaced with a **Human Resources Generalist (NB12)**. The position will be posted internally and externally.

This position will administratively report to the Chief Human Resources Officer and functionally report to the Employment Manager. Responsibilities will include unemployment administration, DOT compliance, drug and alcohol program support, license tracking, and general Human Resources support. This position fills the operational gap created by the departure of the Employee Relations Manager.

**Human Resources Business Partner**

*(Replacement for Learning & Development Manager)*

It is recommended that the Learning & Development Manager position be eliminated and replaced with a **Human Resources Business Partner (NB17)**. The position will be posted internally and externally.

The Human Resources Business Partner will partner with City leadership on organizational development, employee relations, workplace investigations, performance management, collective bargaining support and CBA interpretation, organizational culture initiatives, and other strategic Human Resources functions.

**Human Resources Generalist (Benefits and Leave Administration)**

*(Title Update for Payroll & Benefits Specialist)*

It is recommended that the Payroll & Benefits Specialist title be updated to **Human Resources Generalist (NB12)** to better reflect the expanded responsibilities of the position.

With efficiencies gained through the HRIS implementation, this position will continue payroll and benefits administration while assuming responsibility for leave administration, including FMLA.

**Benefits Manager**

*(Replacement for Benefits & Compensation Manager – Benefits Function)*

It is recommended that the Benefits & Compensation Manager position be replaced with a **Benefits Manager (NB14)** reporting to the Chief Human Resources Officer.

This position will oversee employee benefits, leave administration, vendor management, wellness initiatives, retirement programs, benefits compliance, and workers' compensation. Separating benefits from compensation allows for greater specialization and improved operational focus.

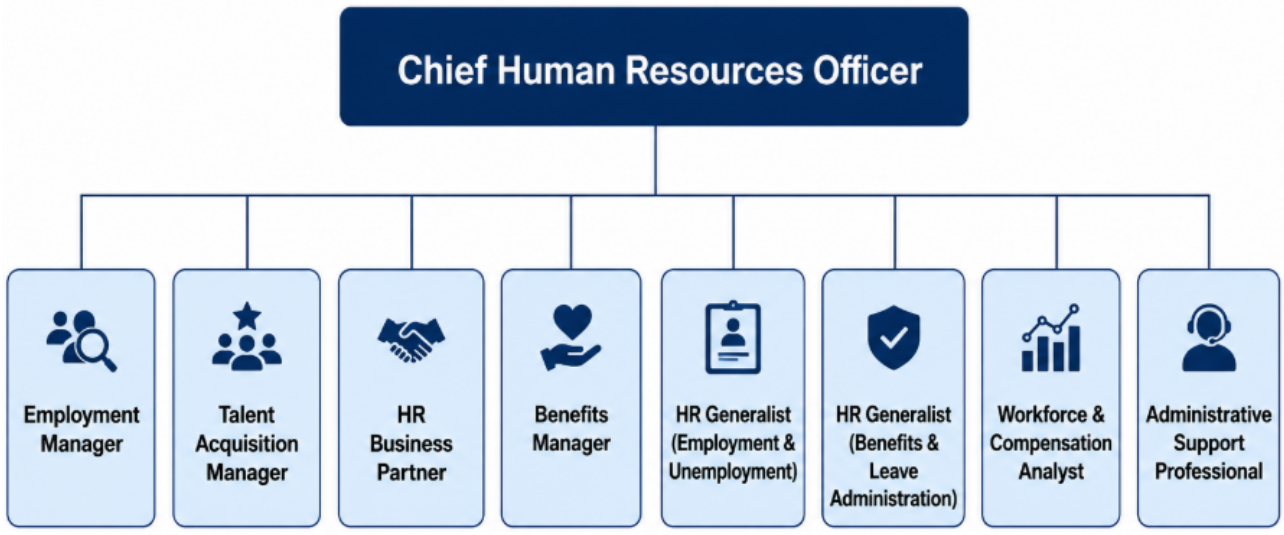
**Workforce and Compensation Analyst**

*(Replacement for Benefits & Compensation Manager – Compensation Function)*

It is recommended that the compensation responsibilities currently assigned to the Benefits & Compensation Manager be established as a **Workforce and Compensation Analyst (NB13)**, reporting to the Chief Human Resources Officer.

This position will administer the City's classification and compensation program while providing workforce analytics and organizational planning support. Responsibilities include job analysis, classification and compensation studies, market benchmarking, organizational structure reviews, workforce planning, and analysis of key workforce metrics such as vacancy, turnover, retention, and employee demographics to support data-driven organizational decisions.

Proposed Organizational Structure:



**BUDGET IMPACT**

In collaboration with Budget Manager Laura Benforf, below is a summary of the recommended position eliminations and additions as part of the restructure, including associated grades, steps, hourly rates, and fiscal impact.

**Position Adjustments**
Eliminate: Learning and Development Manager
Position #: 281567001
Grade: NB15 | Step: 5
Hourly Rate: $51.40
Impact: **($62,973.99) (Partial year)**

Add: Human Resources Business Partner
Position #: —
Grade: NB17 | Step: 2
Hourly Rate: $51.83
Impact: **$63,504.03**
**(partial year FY27)**

Eliminate: Employee Relations Manager
Position #: 282567001
Grade: NB16 | Step: 2
Hourly Rate: $47.60
Impact: **($144,456.56)**

Add: HR Generalist
Position #: —
Grade: NB12 | Step: 2
Hourly Rate: $32.99
Impact: **$85,311.46**

Eliminate: HR Employment Specialist
Position #: 676567002
Grade: NB12 | Step: 4
Hourly Rate: $38.81
Impact: **($95,104.61)**

Add: Employment Manager
Position #: —
Grade: NB14 | Step: 5
Hourly Rate: $40.25
Impact: **$98,638.22**

Eliminate: Benefits & Comp Mgr
Position #: 283567001
Grade: NB16 | Step:6
Hourly Rate: $40.25
Impact: **($137,205.06) (Reflects occupancy through August 11, 2026)**

Add: Workforce & Comp Analyst
Position #: —
Grade: NB13 | Step: 4
Hourly Rate: $40.25
Impact: **$90,586.94**

Add: Benefits Manager
Position #: —
Grade: NB14 | Step: 3
Hourly Rate: $40.25
Impact: **$98,638.22**

Eliminate: Payroll & Benefits Specialist
Position #: 677567001
Grade: NB11 | Step: 2
Hourly Rate: $32.99
Impact: **($80,843.97)**

Add: HR Generalist
Position #: —
Grade: NB12 | Step: 2
Hourly Rate: $34.81
Impact: **$85,311.46**

| | Add/Elim | Position | FTE | Grade | Step | Hourly | |
|---|---|---|---|---|---|---|---|
| 1 | Eliminate | Learning and Development Mgr | -1.00 | NB15 | 5 | $51.3970 | $ (62,973.99) |
| 2 | Add | HR Business Partner | 1.00 | NB17 | 2 | $51.8296 | $ 63,504.03 |
| 3 | Eliminate | Benefits Compensation Mgr | -1.00 | NB16 | 5 | $55.9908 | $ (137,205.06) |
| 4 | Add | Benefits Mgr | 1.00 | NB14 | 2 | $40.2524 | $ 98,638.22 |
| 5 | Add | Workforce and Compensation Analyst | 1.00 | NB13 | 2 | $36.9667 | $ 90,586.64 |
| 6 | Change | HR Payroll Benefits Specialist | -1.00 | NB11 | 2 | $32.9909 | $ (80,843.97) |
| 7 | Add | HR Generalist | 1.00 | NB12 | 2 | $34.8140 | $ 85,311.46 |
| 8 | Eliminate | Employee Relations Mgr | -1.00 | NB16 | 2 | $47.5963 | $ (116,634.40) |
| 9 | Add | HR Generalist | 1.00 | NB12 | 2 | $34.8140 | $ 85,311.46 |
| 10 | Eliminate | HR Employment Specialist | -1.00 | NB12 | 4 | $38.8104 | $ (95,104.61) |
| 11 | Add | Employment Manager | 1.00 | NB14 | 2 | $40.2524 | $ 98,638.22 |
| | | | **1.00** | | | | **$ 29,228.01** |

The proposed restructuring results in a net increase of 1.0 FTE for the addition of the Workforce & Compensation Analyst position.

The estimated FY2027 budget impact is $29,228.01. This cost will be absorbed through salary savings generated by the vacant Employee Relations Manager position, which has produced approximately $9,500 per month in vacancy savings. With approximately four months of vacancy savings, the department has an estimated $38,000 and growing amount available salary savings to offset the FY2027 cost.

Future fiscal year budgets will be adjusted to reflect the approved position additions and eliminations as part of the department's ongoing budget process.

**ACTION REQUESTED**

Approval is respectfully requested to proceed with the proposed Human Resources Department restructure. This includes:

- Eliminating the Learning & Development Manager, Employee Relations Manager, Benefits & Compensation Manager and HR Employment Specialist positions
- Creating the HR Business Partner, Benefits Manager, Workforce & Compensation Analyst, HR Generalist, and Employment Manager positions
- Updating the Payroll & Benefits Specialist title to HR Generalist

These adjustments will align responsibilities with departmental needs, strengthen operational capacity, and ensure appropriate classification of the work being performed.

cc: Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager

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August 3, 2026

**City of Dubuque**
**City Council**

**ITEMS SET FOR PUBLIC HEARING # 1.**

---

| | |
|---|---|
| **ITEM TITLE:** | JFK Water Tower Interior Piping and Expansion Joint Replacement Project - Set a Public Hearing and Initiate Public Bidding |
| **SUMMARY:** | City Manager recommending City Council adopt the resolution granting preliminary approval of the plans, specifications, form of contract, and estimated cost of $60,000 for the JFK Water Tower Interior Piping and Expansion Joint Replacement Project, set the public hearing date of August 17, 2026, and hereby authorize the Water Department to advertise the project for public bidding. **RESOLUTION** JFK Tower Interior Piping And Expansion Joint Replacement Project: Preliminary Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost; Setting Date Of Public Hearing On Plans, Specifications, Form Of Contract, And Estimated Cost; And Ordering The Advertisement For Bids |
| **SUGGUESTED DISPOSITION:** | Receive and File; Adopt Resolution(s), Set Public Hearing for August 17, 2026 |

**ATTACHMENTS:**

1. MVM Memo JFK Tower Interior Piping and Expansion Joint Replacement Project - Initiate Public Bidding and Set the Public Hearing Date
2. JFK Tower Piping Imp Set PH Init Memo
3. JFK Tower Piping Imp Bid Init Resolution
4. JFK Tower Piping Imp NPH

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**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** JFK Tower Interior Piping and Expansion Joint Replacement Project - Initiate Public Bidding and Set the Public Hearing Date

**DATE:** July 27, 2026

Water Department Director Christopher Lester is recommending City Council adopt the resolution granting preliminary approval of the plans, specifications, form of contract, and estimated cost of $60,000 for the JFK Tower Interior Piping and Expansion Joint Replacement Project, set the public hearing date of August 17, 2026, and hereby authorize the Water Department to advertise the project for public bidding.

I concur with the recommendation and respectfully request Mayor and City Council approval.

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Christopher Lester, Water Department Director

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**TO:** Michael C. Van Milligen, City Manager

**FROM:** Christopher Lester, Water Department Director

**DATE:** July 24, 2026

**SUBJECT:** JFK Tower Interior Piping and Expansion Joint Replacement Project - Initiate Public Bidding and Set the Public Hearing Date

## INTRODUCTION

The purpose of this memorandum is to request authorization to establish the date for the public hearing and to initiate the public bidding procedure for a Public Improvement Contract for construction of the JFK Tower Interior Piping and Expansion Joint Replacement Project.

## BACKGROUND

The City of Dubuque budgets for and conducts routine water storage inspection and maintenance activities under the Water Storage Rehabilitation Program. Specific improvements related to the inspections can be issued as capital improvement projects. The JFK Tower Interior Piping and Expansion Joint Replacement Project (CIP No. 4281000080) is the result of prior year inspections and improvement recommendations. During the inspection of the JFK Tower (constructed by Landmark Towers in 2001), the existing expansion joint was noted to be in a state of disrepair. Additionally, the replacement would require the dewatering of the elevated water tank in order to make the repair. So, the recommendations included adding a new isolation valve between the fitting and tank contents, making future maintenance on the fitting possible without dewatering.

## DISCUSSION

The JFK Tower interior piping existing expansion joint is in a state of disrepair and requires replacement to mitigate against a failure which would result in a loss of tank contents. The replacement must take place under dewatered conditions and therefore the addition of an isolation valve is included in the project scope, which will require minor piping adjustments.

Water Department staff have prepared the plans and specifications for the work, including piping modifications and valve addition, expansion joint replacement, and preparing the modification areas for refill. The piping modifications details will be included in the project as a delegated design element, prepared by the tank fabricator's licensed professional. The scope of work and bidding documents have been finalized and are now ready to be advertised for bidding.

Please note that due to the tank needing to be dewatered under this project, the Water Department is planning to conduct a dry tank cleaning and inspection project in coordination with the tank piping project and include the scope related to dewatering and cleaning the tank, conducting the tank inspection under dry conditions, and preparing the tank for refill. The inspection and cleaning efforts will be funded through a separate project CIP and a separate approval request.

The Engineer's Construction Cost Estimate is $60,000.00.

**PROJECT SCHEDULE**

The schedule for the project is as follows:

- Council Initiate — August 3, 2026
- Advertise for Bids — August 7, 2026
- Publish the Public Hearing Notice — August 7, 2026
- Public Hearing — August 17, 2026
- Receipt of Bid Proposals — August 27, 2026
- Award Construction Contract — September 7, 2026
- Mobilize Construction Contractor — November 9, 2026
- Substantial Completion Date — November 20, 2026
- Final Completion Date — December 18, 2026

**BUDGET IMPACT**

The estimate of probable cost for the JFK Tower Interior Piping and Expansion Joint Replacement Project (CIP No. 4281000080) is provided as follows:

| Description | Cost Estimate |
|---|---|
| Legal Expenses | $0.00 |
| Land and Easements | $0.00 |
| Professional Services (Report or Planning) | $0.00 |
| Professional Services (Design) | $0.00 |
| Professional Services (Construction) | $0.00 |
| Construction | $50,000.00 |
| Equipment | $0.00 |
| Contingency | $10,000.00 |
| **Total Estimated Project Cost** | **$60,000.00** |

FY27 Budgeted Expenses for the JFK Tower Interior Piping and Expansion Joint Replacement Project (CIP No. 4281000080) are provided as follows.

| CIP | Fund | Budgeted Expenses | Amount |
|---|---|---|---|
| 4281000080 | WCF | Construction | $50,000.00 |
| **Total Project Budgeted Expenses** | | | **$50,000.00** |

The proposed contract estimate is above the FY27 expense budget, which has a current available expense value of $50,000.00 (as of 07/01/2026). Coverage for expense overages is anticipated to come from the Water Storage Rehabilitation Program (CIP No. 4281000020) which is also being used for the dry tank cleaning and inspections activities being conducted at the JFK Tank in coordination with this project. CIP 4281000020 has a current available construction expense value of $25,000.00 (as of 07/01/2026) that can be utilized for this purpose.

**ACTION TO BE TAKEN**

I respectfully request that the City Council adopt the resolution granting preliminary approval of the plans, specifications, form of contract, and estimated cost for the JFK Tower Interior Piping and Expansion Joint Replacement Project, set the public hearing date of August 17, 2026, and hereby authorize the Water Department to advertise the project for public bidding.

Prepared by Eldon Schneider, Water Project Supervisor

cc: Jennifer Larson, Chief Financial Officer
Eldon Schneider, Water Project Supervisor
Nick Connolly, Water Operations Supervisor

Prepared by Christopher Lester, Director, City of Dubuque Water Department, 1902 Hawthorne Street, Dubuque, IA 52001, (563) 589-4291
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

**RESOLUTION NO.**

**JFK TOWER INTERIOR PIPING AND EXPANSION JOINT REPLACEMENT PROJECT**

**PRELIMINARY APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; SETTING DATE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST; AND ORDERING THE ADVERTISEMENT FOR BIDS**

WHEREAS, the JFK Tower Interior Piping and Expansion Joint Replacement Project will generally consist of the modifications of interior piping for isolation valve addition and expansion joint replacement, and preparing the modification areas for refill of the tank.

**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 JFK Tower Interior Piping and Expansion Joint Replacement Project in the estimated construction amount $60,000.00, 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 17th day of August, 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 JFK Tower Interior Piping and Expansion Joint Replacement Project is hereby ordered to be advertised for bids for construction.

The amount of the security to accompany each bid shall be in an amount which shall conform to the provisions of the Notice to Bidders hereby approved.

The Water Department Manager 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 27th day of August, 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 8th day of September, 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 17th day of August, 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 and specifications, form of contract and estimate of cost for the proposed JFK Tower Interior Piping and Expansion Joint Replacement Project.

The Project generally consists of of the modifications of interior piping for isolation valve addition and expansion joint replacement, and preparing the modification areas for refill of the tank. Work is located at the JFK Tower site, located at 3361 John F Kennedy Road, in Dubuque, Iowa.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official 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 3rd day of August, 2026.

Adrienne N. Breitfelder, CMC, City Clerk

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August 3, 2026

**City of Dubuque**
**City Council**

**ITEMS SET FOR PUBLIC HEARING # 2.**

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| | |
|---|---|
| **ITEM TITLE:** | Setting a Public Hearing - Petition for Vacation and Disposal of a portion of the Main Street and West 7th Street Right of Way to be known as Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa |
| **SUMMARY:** | City Manager recommending City Council adopt a resolution to set a public hearing for August 17th, 2026, for the vacation and disposal of city interest in the right of way property described Lot 25B of Block 11, Dubuque Downtown Plaza, in the<br>City of Dubuque, Iowa as part of the Northeast Iowa Community College's construction of its proposed building entrance site improvements at 700 Main Street in Dubuque, Iowa.<br>**RESOLUTION** Of Intent For The Vacation And Disposal Of A Portion Of City Lot 25A, In The City Of Dubuque, Iowa, Being A Part The West 7th Street And Main Street Right Of Way, To Be Known As Lot 25B, Of Block 11, Dubuque Downtown Plaza, In The City Of Dubuque, Iowa |
| **SUGGUESTED DISPOSITION:** | Receive and File; Adopt Resolution(s), Set Public Hearing for August 17, 2026 |

**ATTACHMENTS:**

1. MVM Memo Setting a Public Hearing - Petition for Vacation and Disposal of a portion of the Main Street and West 7th Street ROW NICC Entrance Project
2. 1 NICC row vacate memo set PH 07242026
3. 2 Resolution of Intent to Vacate NICC 07242026
4. 3 nicc vacation plat signed by leemon
5. 4 Notice_of_Public_Hearing_NICC row vacate

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**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Setting a Public Hearing - Petition for Vacation and Disposal of a portion of the Main Street and West 7th Street Right of Way to be known as Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa For Vacating Petition - Northeast Iowa

**DATE:** July 29, 2026

City Engineer Gus Psihoyos is recommending City Council adopt a resolution to set a public hearing for August 17th, 2026, for the vacation and disposal of city interest in the right of way property described Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa as part of the Northeast Iowa Community College's construction of its proposed building entrance site improvements at 700 Main Street in Dubuque, Iowa.

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

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**TO:** Michael C. Van Milligen, City Manager

**FROM:** Gus Psihoyos, City Engineer

**SUBJECT:** Setting a Public Hearing - Petition for Vacation and Disposal of a portion of the Main Street and West 7th Street Right of Way to be known as Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa For Vacating Petition - Northeast Iowa Community College (NICC) Building Entrance Improvements Project

**DATE:** July 24, 2026

## INTRODUCTION

This is in response to a request from Northeast Iowa Community College (NICC) for the vacating of a portion of the Main Street and West 7th Street Right of Way to be known as Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa, as part of the Northeast Iowa Community College's construction of its proposed building entrance site improvements at 700 Main Street in Dubuque, Iowa.

## BACKGROUND

NICC is planning to remodel its existing Dubuque Center campus building at 700 Main Street. The newly remodeled building will house classrooms, conference rooms, labs, and associated facilities. Part of the remodeling plans includes the construction of a new two-story entrance at the southwest corner of the existing building. The proposed two-story entrance improvements will be located partially on what is currently City of Dubuque street right of way easement.

## DISCUSSION

In this area of the original City of Dubuque the adjacent lot owners own to the centerline of the street and the City holds only a right of way easement. Per City Resolution No. 80-26, the City of Dubuque approved an agreement with NICC for the vacation and sale of a portion of the Main Street and West 7th Street right of way. The agreement includes the dedication of fee title (City currently holds an easement) to the adjoining street and alley rights of way, from NICC to the City, followed by the subsequent vacation and disposal of portions of those rights of way from the City to NICC, in order to accommodate the proposed NICC development plans. City staff, including Planning Services, Engineering, and Parks and Recreation met with NICC representatives, reviewed the proposal, and have determined that the right of way area to be vacated is not needed. The proposed vacation of the designated portion of 7th Street is anticipated to have minimal operational or public-access impact. Following completion of the associated construction activities, sufficient right-of-way will remain to accommodate installation of a standard City-compliant sidewalk. All pedestrian facilities

will be rebuilt to conform to applicable City design standards and accessibility requirements. The City of Dubuque Development Review Team has finished its review of the construction plans and has issued an approval letter. The agreement states that the right of way property will be sold to NICC for $1,674.00. NICC will also be responsible for all surveying, platting, and publication and filing costs.

As part of the 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. The attached plat shows the portion of the street right of way area proposed to be vacated and conveyed to NICC to facilitate the construction of its proposed building entrance site improvements. The portion of the street right of way area to be vacated is to be known as Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa.

**RECOMMENDATION**

I am recommending that a public hearing should be held on August 17th, 2026, for the vacation and disposal of city interest in the street right of way property.

**ACTION TO BE TAKEN**

I respectfully request that the City Council set a public hearing for August 17th, 2026 for the vacation and disposal of city interest in the right of way property described Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa through adoption of the enclosed resolution.

Prepared by Nate Kieffer, PE/PLS, CE III

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 OF INTENT FOR THE VACATION AND DISPOSAL OF A PORTION OF CITY LOT 25A, IN THE CITY OF DUBUQUE, IOWA, BEING A PART THE WEST 7TH STREET AND MAIN STREET RIGHT OF WAY, TO BE KNOWN AS LOT 25B, OF BLOCK 11, DUBUQUE DOWNTOWN PLAZA, IN THE CITY OF DUBUQUE, IOWA**

Whereas, Northeast Iowa Community College, a school corporation, (NICC) has requested the vacation and sale of a portion of the West 7th Street right of way lying east of Main Street, in the City of Dubuque, Iowa, and adjacent to its existing property, in order to accommodate the construction of its proposed building entrance site improvements at 700 Main Street in Dubuque, Iowa (NICC Improvements); and

Whereas, per City Resolution No. 80-26, the City of Dubuque approved an agreement with NICC for the vacation and sale of a portion of the Main Street and West 7th Street right of way in order to accommodate the proposed NICC Improvements; and

Whereas, NICC has requested the vacation of said right of way and the conveyance of said property to NICC per said agreement; and

Whereas, WHKS has prepared and submitted to the City Council a plat showing the proposed vacated portion of portion of City Lot 25A, in the City of Dubuque, Iowa, said vacated portion to be hereafter known as Lot 25B of Block 11, Dubuque Downtown Plaza, 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 vacate and dispose of the right of way area to be known as Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa.

Section 2. That a public hearing, and/or by virtual means, on the intent to vacate and dispose of the right of way area to be known as Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa is hereby set for the 17th day of August, 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 _3rd_ day of August, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

PREPARED BY: JEREMY P. LEEMON L.S. 22650 WHKS & CO., 801 BLUFF ST, SUITE 2C, DUBUQUE, IA 52001 (563) 239-9400

# Plat of Survey (Right-of-Way Vacation Plat)
# Lot 25B of Block 11, Dubuque Downtown Plaza, In The City of Dubuque, Iowa

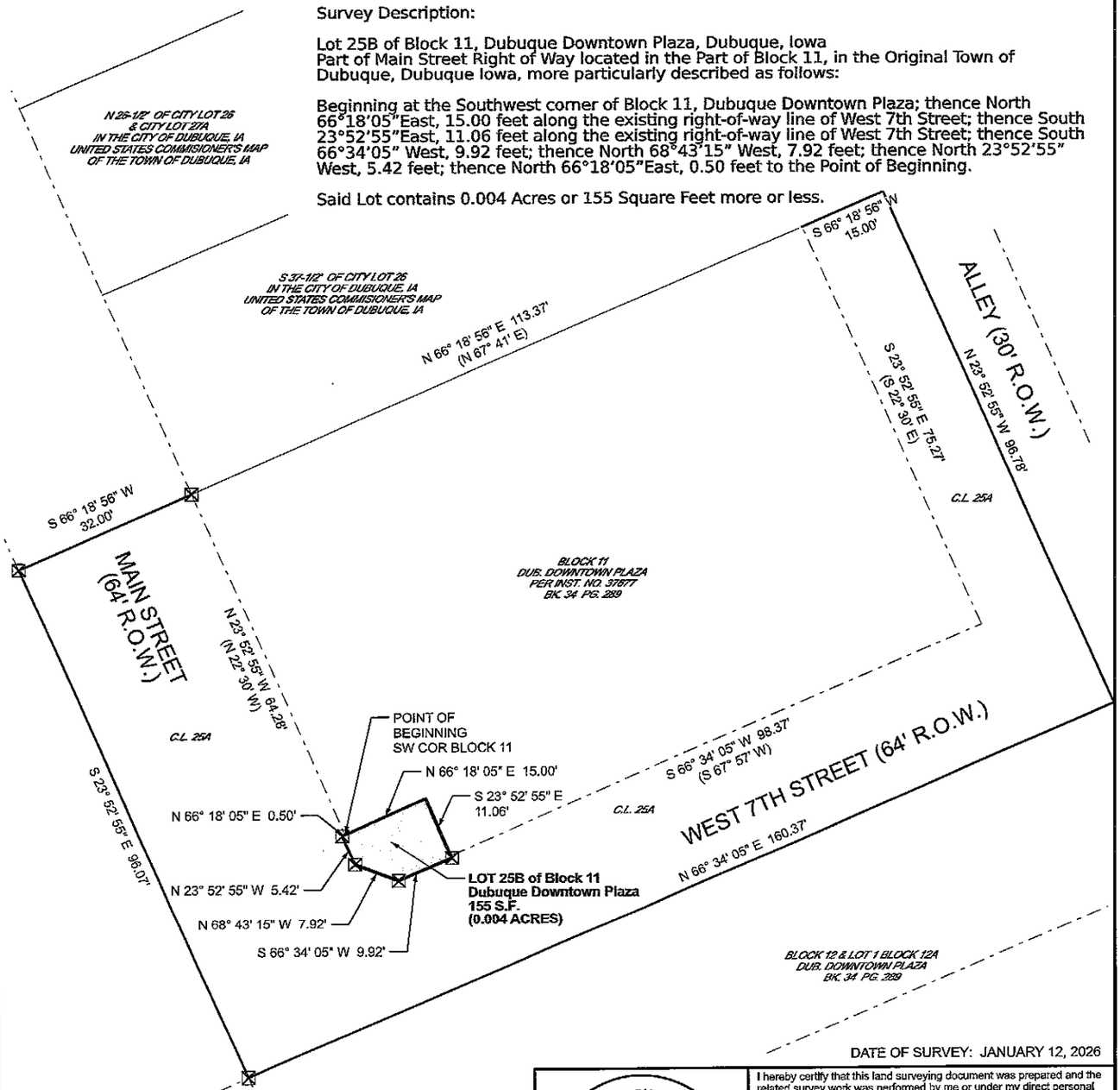
INDEX LEGEND
Location: Block 11
Dubuque Downtown Plaza
City of Dubuque, Iowa
Proprietor: City of Dubuque
Requestor: Northeast Iowa Community College
P.O. Box 400 Hwy 150, Calmar, IA 52132
Surveyor: Jeremy P. Leemon
Company: WHKS & Co.
801 Bluff St, Suite 2C, Dubuque, IA 52001

Survey Description:

Lot 25B of Block 11, Dubuque Downtown Plaza, Dubuque, Iowa
Part of Main Street Right of Way located in the Part of Block 11, in the Original Town of Dubuque, Dubuque Iowa, more particularly described as follows:

Beginning at the Southwest corner of Block 11, Dubuque Downtown Plaza; thence North 66°18'05"East, 15.00 feet along the existing right-of-way line of West 7th Street; thence South 23°52'55"East, 11.06 feet along the existing right-of-way line of West 7th Street; thence South 66°34'05" West, 9.92 feet; thence North 68°43'15" West, 7.92 feet; thence North 23°52'55" West, 5.42 feet; thence North 66°18'05"East, 0.50 feet to the Point of Beginning.

Said Lot contains 0.004 Acres or 155 Square Feet more or less.




DATE OF SURVEY: JANUARY 12, 2026

N

0 16 28
FEET

LEGEND
- PLACED MAG NAIL
- PLACED CUT 'X' IN CONC.
- M MEASURED DIMENSION
- (R) RECORDED DIMENSION
- EXISTING R.O.W.
- ROW VACATION BOUNDARY

NOTES:
1. ALL MEASUREMENTS ARE IN US SURVEY FEET
2. THIS PLAT IS SUBJECT TO ALL EASEMENTS OF RECORD AND NOT OF RECORD.

LICENSED PROFESSIONAL LAND SURVEYOR
JEREMY P. LEEMON 22650
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 Professional Land Surveyor under the laws of the State of Iowa.

JEREMY P. LEEMON, P.L.S. DATE 7-22-26
License Number: 22650
My license renewal date is DECEMBER 31, 2028.
Pages or sheets covered by this seal: 1 of 2

whks
engineers + planners + land surveyors

SHEET 1 OF 1

BASIS OF BEARING IS NAD83(2011) IOWA NORTH ZONE

WHKS PROJECT NO. 10504

## SURVEYOR'S CERTIFICATE

I, Jeremy Leemon, a duly Licensed Land Surveyor authorized to practice 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:

**Part of City Lot 25A City of Dubuque, Iowa,**

This survey was performed for the purpose of vacating a portion of Main Street & West 7th Street and platting said real estate, henceforth to be known as **LOT 25B of Block 11, Dubuque Downtown Plaza** in the City of Dubuque, Iowa. Total Area of **Lot 25B** contains (155 Square Feet). Lot areas are more or less, and 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.

IN WITNESS THEREOF, I have hereunto signed my name and affixed my seal this 15Th day of July, 2026.

whks

Jeremy P. Leemon
Professional Land Surveyor No. 22650
801 Bluff Street
Dubuque, IA 52001
License Renewal Date December 31, 2026

whks
engineers + planners + land surveyors

Project 10504.00

**OWNER'S CONSENT**

Dubuque, Iowa

The foregoing Plat of Survey (Vacation) **CITY LOT 25B of Block 11, Dubuque Downtown Plaza, 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 and all of City Lot 25B lying within Block 11, Dubuque Downtown Plaza, Main Street, West 7th Street, and the Alley, in the City of Dubuque, Iowa to be vacated.

_____
Mayor of the City of Dubuque, IA

_____
Clerk of the City of Dubuque, IA

**NOTARY CERTIFICATE**

STATE OF IOWA )
)ss.
COUNTY OF DUBUQUE )

On this ____ day of _____.A.D. 2026, before me, a Notary Public in and for said State, personally appeared _____, to me known to be the identical person named in and who executed the forgoing instrument and acknowledged that executed the same as a voluntary act and deed.

Witness my hand and Notarial Seal on the date above written.

_____
Notary Public in and for the State of Iowa
My Commission Expires _____

**CITY OF DUBUQUE PLANNING SERVICES**

Dubuque, Iowa _____,2026

The foregoing Plat of Survey (Vacation) of: **CITY LOT 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa,** has been received and reviewed by the City of Dubuque Planning Services Department.

_____
Planning Services Director of Dubuque, Iowa

**CITY OF DUBUQUE, IOWA**

Dubuque, Iowa _____,2026

The undersigned, Brad Cavanagh, Mayor and Adrienne N. Breitfelder, Clerk of the City of Dubuque, Iowa, do hereby certify that the foregoing Plat of Survey (Vacation) of **CITY LOT 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa**, on ____ day of _____, 2026 as resolution #_____ and that the City Council of the City of Dubuque, Iowa approves said plat.

_____
Mayor of the City of Dubuque, Iowa

_____
Clerk of the City of Dubuque, Iowa

**DUBUQUE CITY ASSESSOR**

Dubuque, Iowa _____,2026

The foregoing Plat of Survey (Vacation) of **CITY LOT 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa** is hereby entered of record in the office of the Dubuque City Assessor this ____ day of _____, 2026.

_____
City Assessor of the City of Dubuque, Iowa

**DUBUQUE COUNTY AUDITOR**

Dubuque, Iowa _____,2026

The foregoing Plat of Survey (Vacation) of **CITY LOT 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa,** is hereby entered of record in the office of the Dubuque County Assessor this ____ day of _____, 2026. We approve of the subdivision name or title to be recorded.

_____
County Auditor of Dubuque County, Iowa

**DUBUQUE COUNTY RECORDER**

Dubuque, Iowa _____,2026

The foregoing Plat of Survey (Vacation) of **CITY LOT 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa,** has been received and reviewed by the Dubuque County Recorder.

_____
County Recorder of Dubuque County, Iowa

**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 17th day of August 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 vacate and dispose of a portion of the West 7th Street and Main Street Right Of Way in the City of Dubuque, Iowa, to Northeast Iowa Community College, a school corporation, said real property is more particularly described as follows:

> A portion of City Lot 25A, in the City of Dubuque, Iowa, said vacated portion to be hereafter known as Lot 25B of Block 11, Dubuque Downtown Plaza, in the City of Dubuque, Iowa

At the meeting, the City Council will receive in-person and virtual comments from any resident or property owner of said City to the above action. The official agenda will be posted the Friday before the meeting and will contain public input options. The City Council agenda can be accessed at https://cityofdubuque.novusagenda.com/AgendaPublic/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org. At said time and place of public hearings all interested citizens and parties will be given an opportunity to be heard for or against said proposal.

Written comments regarding the above public hearings may be submitted to the City Clerk's Office via email at ctyclerk@cityofdubuque.org or by mail to City Clerk's Office, City Hall, 50 W. 13th St., Dubuque, IA 52001, before said time of public hearing. At said time and place of public hearings the City Council will receive any written comments received by the City Clerk's Office before said time of public hearing.

Copies of supporting documents for the public hearings are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals with limited English proficiency, vision, hearing, or speech impairments requiring special assistance should contact the City Clerk's Office at (563) 589-4100, TDD (563) 690-6678, ctyclerk@cityofdubuque.org as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 3rd day of Augus 2026.

Adrienne N. Breitfelder, CMC City Clerk

Copyrighted
August 3, 2026

**City of Dubuque**
**City Council**

**ITEMS SET FOR PUBLIC HEARING # 3.**

---

| | |
|---|---|
| **ITEM TITLE:** | Greeley Street Utility Reconstruction Project - Initiate Public Bidding Process and Setting Date for a Public Hearing |
| **SUMMARY:** | City Manager recommending City Council authorize the public bidding process and set a public hearing for August 17, 2026, and to preliminarily approve the plans, specifications, form of contract and estimated cost of $484,842.00 for the Greeley Street Utility Reconstruction Project through the adoption of the attached resolution.<br>**RESOLUTION** Greeley Street Utility 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 August 17, 2026 |

**ATTACHMENTS:**

1. MVM Memo Greeley Street Utility Reconstruction Project Authorization Initiate Public Bidding Process
2. 2026-07-28_Greeley St Recon-InitiateMemo
3. GreeleyStRecon - Council Initiate Set PH RESOLUTION
4. Notice of Public 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:** Greeley Street Utility Reconstruction Project
Initiate Public Bidding Process and Setting Date for a Public Hearing
Project No. 5581500062

**DATE:** July 29, 2026

City Engineer Gus Psihoyos is recommending City Council authorize the public bidding process and set a public hearing for August 17, 2026, and to preliminarily approve the plans, specifications, form of contract and estimated cost of $484,842.00 for the Greeley Street Utility Reconstruction Project through the adoption of the attached resolution.

The Greeley Street Utility Reconstruction Project proposes replacing approximately 550 feet of sanitary sewer and water main to address ongoing infrastructure issues and reduce future maintenance risks. As part of the project, curb ramps along the corridor will also be upgraded to meet current ADA standards. The planned improvements extend from the intersection of Greeley Street and Broadway Street and continue southeast past the King Street intersection to the end of Greeley Street.

I concur with the recommendation and respectfully request Mayor and City Council approval.

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Gus Psihoyos, City Engineer
Alex Stein, Civil Engineer
Jenny Larson, Chief Financial Officer
Laura Bendorf, Budget Manager
Eldon Schneider, Water Project Supervisor

THE CITY OF DUBUQUE
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**TO**: Michael C. Van Milligen, City Manager

**FROM**: Gus Psihoyos, City Engineer

**DATE:** July 28, 2026

**SUBJECT**: Greeley Street Utility Reconstruction Project
Initiate Public Bidding Process and Setting Date for a Public Hearing
Project No. 5581500062

## INTRODUCTION

This memorandum requests the City Council authorize initiating the bidding process and set a public hearing on August 17, 2026, for the Greeley Street Utility Reconstruction Project.

## DISCUSSION

The Greeley Street Utility Reconstruction Project proposes replacing approximately 550 feet of sanitary sewer and water main to address ongoing infrastructure issues and reduce future maintenance risks. As part of the project, curb ramps along the corridor will also be upgraded to meet current ADA standards. The planned improvements extend from the intersection of Greeley Street and Broadway Street and continue southeast past the King Street intersection to the end of Greeley Street.

This segment of Greeley Street was first identified by the Engineering and Water Departments in spring 2025 due to ongoing concerns about undermining. Further evaluation during the Broadway Sanitary Sewer Improvements Project later that year confirmed that the sanitary sewer in this area was in deteriorated condition and required priority replacement.

In January 2026, a water main break at the intersection of Broadway Street and Greeley Street caused additional undermining and heightened the urgency for improvements. The existing water main is located directly above the sanitary sewer and even passes through sanitary manholes, creating a structural dependency between the two systems. As a result, any work on the sanitary sewer would necessitate disturbance of the water main. To ensure long-term reliability, reduce the risk of continued undermining, and avoid repeated excavation in the same location, a full replacement of both utilities is recommended. Because the project originates from the failure of the sanitary main, the Sanitary Sewer Fund will cover the majority of the associated costs.

The Greeley Street Utility Reconstruction Project was initially funded in FY26 Budget Amendment #2.

## PROJECT SCHEDULE

The proposed schedule for the project is as follows:

| | |
|---|---|
| Initiate Public Bidding Process & Notice of Public Hearing | August 3, 2026 |
| Publish Notice to Bidders, Advertise for Bids | August 12, 2026 |
| Public Hearing on Plans & Specifications | August 17, 2026 |
| Pre Bid Meeting | August 20, 2026 |
| Receipt of Bid Proposals (Bid-Letting) | September 3, 2026 |
| Award Construction Contract | September 8, 2026 |
| Substantial Completion | December 1, 2026 |
| Final Project Completion Date | December 23, 2026 |

## RECOMMENDATION

I recommend preliminary approval of the proposed plans, specifications, form of contract and construction estimate for the Greeley Street Utility 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 Greeley Street Utility Reconstruction Project is summarized as follows:

| Description | Estimate |
|---|---|
| Construction | $ 484,842.00 |
| Contingency (10%) | $ 48,484.20 |
| Engineering (15%) | $ 79,998.93 |
| **Total Project Cost** | **$ 613,325.13** |

The construction of the Greeley Street Utility Reconstruction Project will be covered by the funding sources as described below:

| Project No. | Fund Description | Fund Amount |
|---|---|---|
| 5586500043 | Greeley St Sanitary Sewer Recon | *$900,000.00 |
| 4281000017 | Water Main Relocation Manhole proj | *$50,000 |
| 4281000018 | Fire Hydrant Recl/replc | *$12,755 |
| 4281000018 | Fire Hydrant Recl/replc | $20,000 |
| 4281000021 | Water Main Repl. For Street | $30,000 |
| **Total Available Funding** | | **$ 1,012,755.00** |

* FY26 funding will be carried over into FY27 to support this project as part of FY27 Budget Amendment #1.

**ACTION TO BE TAKEN**

I respectfully request the City Council authorize the public bidding process and set a public hearing for August 17, 2026, and to preliminarily approve the plans, specifications, form of contract and estimated cost for the Greeley Street Utility 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
Eldon Schneider, Water Project Supervisor

Prepared by Alex Stein, Civil Engineer, 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.**

**GREELEY STREET UTILITY 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 Greeley Street Utility Reconstruction Project proposes replacing approximately 550 feet of sanitary sewer and water main to address ongoing infrastructure issues and reduce future maintenance risks. As part of the project, curb ramps along the corridor will also be upgraded to meet current ADA standards. The planned improvements extend from the intersection of Greeley Street and Broadway Street and continue southeast past the King Street intersection to the end of Greeley Street.

**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 Greeley Street Utility Reconstruction Project in the estimated construction amount $484,842.00, 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 17th day of August, 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 Greeley Street Utility 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 3rd day of September 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 8th day of September 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 17th day of August, 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 Greeley Street Utility Reconstruction Project.

The scope of the Greeley Street Utility Reconstruction Project proposes replacing approximately 550 feet of sanitary sewer and water main to address ongoing infrastructure issues and reduce future maintenance risks. As part of the project, curb ramps along the corridor will also be upgraded to meet current ADA standards. The planned improvements extend from the intersection of Greeley Street and Broadway Street and continue southeast past the King Street intersection to the end of Greeley Street.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official City Council agenda will be posted the Friday before the meeting and will contain public input options. The agenda can be accessed at https://dubuqueia.portal.civicclerk.com/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments on the public hearing may be submitted to the City Clerk's Office by email at ctyclerk@cityofdubuque.org or by mail to City Hall, 50 W. 13th St., Dubuque, IA 52001, before the scheduled hearing. The City Council will review all written comments at the time of the hearing.

Documents related to the public hearing are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals requiring special assistance should contact the City Clerk's Office as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 3rd day of August 2026.

Adrienne N. Breitfelder, CMC, City Clerk

Copyrighted
August 3, 2026

**City of Dubuque**
**City Council**

**ITEMS SET FOR PUBLIC HEARING # 4.**

| | |
|---|---|
| **ITEM TITLE:** | Resolution Setting a Public Hearing To Consider the Amended and Restated Lease Agreement By and Between the City Of Dubuque and RG HOSPITALITY, LLC for the Grand Harbor Hotel |
| **SUMMARY:** | City Manager recommending City Council adopt the attached resolution setting a public hearing for August 17, 2026, on a proposed Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and RG HOSPITALITY, LLC.<br>**RESOLUTION** Setting A Public Hearing To Consider The Amended And Restated Lease Agreement By And Between The City Of Dubuque And RG Hospitality, LLC For Real Property In The City Of Dubuque, Iowa |
| **SUGGUESTED DISPOSITION:** | Receive and File; Adopt Resolution(s), Set Public Hearing for August 17, 2026 |

**ATTACHMENTS:**

1. MVM Memo Setting a Public Hearing to Approve a Proposed Amended and Restated Lease Agreement RG HOSPITALITY, LLC
2. Staff Memo
3. Amended and Restated Lease Agreement
4. Notice of Hearing
5. Resolution Setting Public Hearing

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Masterpiece on the Mississippi

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Setting a Public Hearing to Approve a Proposed Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and RG HOSPITALITY, LLC

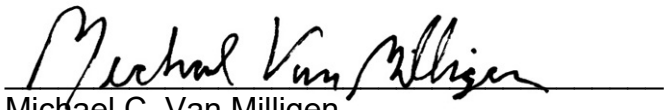
**DATE:** July 30, 2026

Economic Development Director Jill Connors is recommending City Council adopt the attached resolution setting a public hearing for August 17, 2026, on a proposed Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and RG HOSPITALITY, LLC.

City staff informed RG Hospitality, LLC that the City would consider a lease extension if substantial investment in the property was proposed. After discussions and negotiations, the parties have developed an Amended and Restated Lease Agreement with the following key elements:

1. 50-year lease: September 1, 2026 – August 31, 2076.
2. Lessee must invest approximately $9.5 million in building improvements, equipment, furniture, and fixtures.
3. Redevelopment to Radisson Hotel brand including meeting their standards (improvements to outdoor deck, renovated water park, arcade, restaurant/bar, conference rooms, 193 rooms/suites).
4. Construction to begin by September 1, 2026 and substantial completion by September 1, 2028.
5. Initial base rent: $94,486.12 in first year with an annual escalator of 3.0%.
6. After completion or 25th month, and if exclusive parking is elected, an additional $95,136.22/year is due in addition to the base rent.
7. 10 years of tax increment financing rebates.

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
Barry Lindahl, Senior Counsel

Economic Development
Department
1300 Main Street
Dubuque, Iowa 52001-4763
Office (563) 589-4393
TTY (563) 690-6678
http://www.cityofdubuque.org

**TO:** Michael C. Van Milligen, City Manager

**FROM:** Jill M. Connors, Economic Development Director

**SUBJECT:** Setting a Public Hearing to Approve a Proposed Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and RG HOSPITALITY, LLC

**DATE:** July 28, 2026

## INTRODUCTION

This memorandum is a request for the City Council to adopt the attached resolution setting a public hearing for August 17, 2026 on a proposed Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa, and RG HOSPITALITY, LLC.

## BACKGROUND

The City of Dubuque originally entered into a Development Agreement (June 19, 2000) and Lease Agreement (June 4, 2001) with Platinum Holdings, LLC for the development of the Grand Harbor Hotel and Waterpark.

Following a foreclosure action by Westdale Capital Investors 3, LP, Westdale became the successor to Platinum. RG Hospitality, LLC subsequently purchased the property at the foreclosure sale. The City Council approved the assignment of both agreements from Westdale to RG Hospitality, LLC on January 20, 2026.

## DISCUSSION

City staff informed RG Hospitality, LLC that the City would consider a lease extension if substantial investment in the property was proposed. After discussions and negotiations, the parties have developed an Amended and Restated Lease Agreement with the following key elements:

1. 50-year lease: September 1, 2026 – August 31, 2076.
2. Lessee must invest approximately $9.5 million in building improvements, equipment, furniture, and fixtures.
3. Redevelopment to Radisson Hotel brand including meeting their standards (improvements to outdoor deck, renovated water park, arcade, restaurant/bar, conference rooms, 193 rooms/suites)
4. Construction to begin by September 1, 2026 and substantial completion by September 1, 2028.
5. Initial base rent: $94,486.12 in first year with an annual escalator of 3.0%.
6. After completion or 25th month, and if exclusive parking is elected, an additional $95,136.22/year is due in addition to the base rent.
7. 10 years of tax increment financing rebates.

**RECOMMENDATION**

I recommend that the City Council adopt the attached resolution to set a public hearing for August 17, 2026, to consider the proposed Amended and Restated Lease Agreement by and between the City of Dubuque and RG Hospitality, LLC.

**AMENDED AND RESTATED**
**LEASE AGREEMENT**
**BETWEEN**
**THE CITY OF DUBUQUE, IOWA**
**AND**
**RG HOSPITALITY, LLC**

THIS AMENDED AND RESTATED LEASE AGREEMENT (the "Lease") is dated for reference purposes as of the 17th day of August, 2026, by and between the CITY OF DUBUQUE, IOWA, a municipal corporation (Lessor), and RG HOSPITALITY, LLC, a South Dakota limited liability company (Lessee).

**WHEREAS**, Platinum Holdings, LLC and the City of Dubuque entered into a certain Development Agreement dated June 17, 2000 (the "Development Agreement") and Lease Agreement dated June 4, 2001 (the Original Lease Agreement) for the real estate legally described as:

LOT 1 RIVERWALK 4TH ADD

(the Property); and

**WHEREAS**, there is a Hotel and Water Park located on the Property (the Building); and

**WHEREAS**, the Building was purchased by Lessee; and

**WHEREAS**, the Development Agreement and Original Lease Agreement have been assigned to Lessee; and

**WHEREAS**, Lessor and Lessee now desire to terminate the Development Agreement and amend and restate the Original Lease Agreement; and

**WHEREAS**, Lessee will undertake the redevelopment of the Building located on the Property; and

**WHEREAS**, Lessee will operate the Building as the same during the term of this Lease; and

**WHEREAS**, Lessee will make an additional capital investment in Building improvements, equipment, furniture and fixtures in the Building; and

**WHEREAS**, in furtherance of the objectives of the Urban Renewal Act, Lessor has undertaken an Urban Renewal Project as described herein to advance the community's ongoing economic development efforts; and

**WHEREAS**, the Property is located in the Greater Downtown Urban Renewal District (the District) which has been so designated by Lessor Council Resolution 140-25 as a slum and blighted area (the Project Area) defined by Iowa Code Chapter 403 (the Urban Renewal Law); and

**WHEREAS**, as of the date of this Agreement there has been prepared and approved by Lessor an Urban Renewal Plan for the Project Area consisting of the Urban Renewal Plan for the Greater Downtown Urban Renewal District, approved by the Lessor Council of Lessor on May 18, 1967, and as subsequently amended through and including the date hereof (the Urban Renewal Plan) attached hereto as Exhibit A; and

**WHEREAS**, a copy of the Urban Renewal Plan, as constituted on the date of this Agreement, has been recorded among the land records in the office of the Recorder of Dubuque County, Iowa and is on file with the Lessor of Dubuque Lessor Clerk; and

**WHEREAS**, pursuant to Iowa Code Section 403.6(1), and in conformance with the Urban Renewal Plan for the Project Area adopted on May 18, 1967 and last amended on April 21, 2025, Lessor has the authority to enter into contracts and agreements to implement the Urban Renewal Plan, as amended; and

**WHEREAS**, Lessor believes that the development of the Property pursuant to this Agreement, and the fulfillment generally of this Agreement, are in the vital and best interests of Lessor and in accord with the public purposes and provisions of the applicable federal, state and local laws and the requirements under which the Project has been undertaken and is being assisted; and

**WHEREAS**, Lessor and Lessee now desire to amend, restate, and update the Original Lease Agreement in order to (i) amend certain terms and provisions thereof and ii) delete the provisions thereof that are no longer applicable.

**NOW, THEREFORE**, Lessor and Lessee, in consideration of the mutual covenants and conditions set forth herein, agree as follows:

## SECTION 1. DEMISE AND TERM

1.1 Demise and Term. In consideration of the rents hereinafter reserved and the terms, covenants, conditions and agreements set forth in this Lease, Lessor hereby leases to Lessee the Property and subject to any easements and restrictions of record (the "Demised Premises"), to have and to hold for an initial term commencing as of September 1, 2026 and ending at midnight on the 31st day of August, 2076 (the "Term"), subject to all of the terms, covenants, conditions and agreements contained herein.

1.2 Minimum Improvements. Lessee shall construct the Minimum Improvements in the time and manner required by the Development Agreement. Required Minimum Improvements. Lessee shall make a total capital investment of approximately Nine Million Five Hundred Dollars ($9,500,000.00) in building improvements, equipment, furniture and fixtures in the Property (the Minimum Improvements) as detailed in the Project Budget in Exhibit H. It is anticipated that the Minimum Improvements will be a completely transformative redevelopment of the hotel into a Radisson Hotel, following the Radisson brand standards; including but not limited to an outdoor deck, renovated indoor water park, arcade, restaurant/bar, updated conference rooms and approximately 193 upscale rooms/suites.

1.3 Timing of Improvements. Lessee hereby agrees that construction of the Minimum Improvements on the Property shall be commenced on or before September 1, 2026, and shall be substantially completed by September 1, 2028.

1.4 Plans for Construction of Minimum Improvements. Prior to project commencement, Lessee shall submit to Lessor all building plans and specifications, and related documents with respect to the Minimum Improvements to be constructed by Lessee on the Property (the "Construction Plans"). Lessor shall promptly review all Construction Plans submitted and approve or disapprove such Construction Plans which approval shall not be unreasonably withheld, conditioned or delayed. The Construction Plans shall be in conformity with Urban Renewal Plan, this Agreement, and all applicable state and local laws and regulations. All work with respect to the Minimum Improvements shall be in substantial conformity with the Construction Plans approved by Lessor.

1.5 Certificate of Completion. Promptly following the request of Lessee upon completion of the Minimum Improvements, Lessor shall furnish Lessee with an appropriate instrument so certifying. Such certification (the "Certificate of Completion") shall be in the form attached hereto as Exhibit B recordable form and shall be a conclusive determination of the satisfaction or waiver and termination of Lessee's agreements,

covenants, and obligations in this Agreement with respect to the obligations of Lessee to construct the Minimum Improvements.

1.6 Security Cameras. Lessee 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 2. RENT**

Lessee shall pay Lessor (in addition to taxes, assessments, and other charges required to be paid under this Lease by Lessee) rent for the Demised Premises as follows:

2.1 Rent. Lessee shall pay Lessor, in addition to taxes, fees (including but not limited to storm water fees), rates, charges, levies, assessments, and all other charges required to be paid under this Lease by Lessee, annual rent ("Rent") in the amount of $ 94,486.12 payable in twelve equal monthly payments of $ 7,873.84, due in advance on the first day of each month during construction for a time period of no longer than 24 months from closing on this Lease Agreement.

2.2 Beginning upon issuance of the Certificate of Occupancy after completion of the Minimum Improvements or upon the 25th month of the Term, whichever occurs first, Lessee shall pay Lessor, in addition to taxes, fees (including but not limited to storm water fees), rates, charges, levies, assessments, and all other charges required to be paid under this Lease by Lessee, rent per acre per year, ("Rent") twelve equal monthly payments, due in advance on the first day of each month thereafter as follows:

The Property (Exhibit C): $ 43,342.25 per acre per year (2.18 Acres) for a total annual payment of $ 94,486.12 payable in twelve equal monthly payments of $7,873.84.

The Parking Area (Exhibit D): $21,671.12 per acre per year (4.39 Acres) for a total annual payment of $95,136.22 payable in twelve equal monthly payments of $7,928.02. Provided, however, that the Rent for the Parking Area shall not commence unless Lessee elects to exercise its right for exclusive use of the Parking Area under Section 12.1 of this Agreement by delivering written notice of such election to the City Manager. In the event of such election, the Rent for the Parking Area shall commence on the 1st day of the first month following such election.

2.3 Rent Adjustment. The Rent for each year of the Term, beginning on the first anniversary date of the Commencement Date and continuing on each subsequent anniversary date thereof, shall be determined by multiplying the Rent in effect immediately prior to the applicable anniversary of the Commencement Date by three per

cent (3.0%) and then adding the resulting product to the Rent in effect immediately prior to the applicable anniversary date.

2.4 Payments to Lessor. All invoice payments required by this Lease shall be made payable to "The Lessor of Dubuque, Iowa" and delivered to the City of Dubuque Finance Department, City Hall. Any payments due not paid in full by the due date shall be subject to the lesser of the maximum interest provided by law or the following rates:

- 1 % per month

## SECTION 3. TITLE TO IMPROVEMENTS AND TRADE FIXTURES

3.1 Trade Fixtures. For the purposes of this Lease, "Trade Fixtures" shall mean all of Lessee's personal property located on the Demised Premises used in Lessee's business. Title to Lessee's trade fixtures (the "Trade Fixtures") is and shall be the sole and exclusive property of Lessee during the term of this Lease and shall remain the sole and exclusive property of Lessee after the expiration or termination of this Lease, for whatever reason. Lessor acknowledges and understands that it shall have no right, title or interest in or to Lessee's Trade Fixtures either during the term of this Lease, or thereafter (except as hereinafter provided). Lessor acknowledges and agrees that Lessee shall have the right to encumber, sell, or hypothecate Lessee's Trade Fixtures, to remove them from the Demised Premises, or to otherwise deal with all or any portion of such Lessee's Trade Fixtures, at Lessee's sole discretion. Upon ten (10) days' prior written notice to Lessor, Lessor shall execute and deliver to Lessee a certificate in recordable form prepared by Lessee stating that Lessor has no interest or right in or to Lessee's Trade Fixtures, as well as any other or further document which Lessee may reasonably request from Lessor.

3.2 Minimum Improvements. On delivery of possession of the Demised Premises to Lessee, Lessee shall construct on the Demised Premises the Minimum Improvements as required by Section 1.2 of this Lease. Subject to applicable law and the obligations imposed on Lessor as a governmental entity, Lessor agrees to process as expeditiously as possible all permits, variances and approvals reasonably required to develop and construct the Minimum Improvements on the Demised Premises. All existing improvements presently on the Demised Premises (Existing Improvements) in addition to all of the Minimum Improvements hereafter constructed on the Demised Premises, collectively defined as (the Improvements) are and shall be the property of Lessee during the continuance of the term of this Lease and no longer. All of Lessee's right, title, and interest therein shall cease and terminate, and title to the Improvements shall vest in Lessor, and the Improvements or the part thereof then within the Demised Premises shall be surrendered by Lessee to Lessor. No further deed or other instrument shall be necessary to confirm the vesting in Lessor of title to the Improvements. However, upon

any termination of this Lease, Lessee, upon request of Lessor, shall execute, acknowledge and deliver to Lessor a quitclaim deed confirming that all of Lessee's right, title and interest in or to the Improvements have expired, .and that title to the Improvements has vested in Lessor.

## SECTION 4. LESSOR PARTICIPATION

4.1 Economic Development Grants to Lessee. For and in consideration of Lessee's obligations hereunder, and in furtherance of the goals and objectives of the urban renewal plan and the Urban Renewal Law, Lessor agrees, subject to Lessee being and remaining in compliance with the terms of this Agreement, to make twenty (20) consecutive semi-annual payments (such payments being referred to collectively as the Economic Development Grants) to Lessee:

| | |
|---|---|
| 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 |

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 Lessor 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 Lessee) during the preceding six-month period in respect of the Minimum Improvements constructed by Lessee (the Lessee Tax Increments). For purposes of calculating the amount of the Economic Development Grants provided in this Section, the Lessee Tax Increments shall be only those tax increment revenues collected by Lessor in respect of the increase in the taxable value of the Property and the Building above the assessment of January 1, 2026 ($8,170,900.00). The Lessee 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) any taxes for the instructional support levy, (iv) any tax increment revenues collected by Lessor in respect of the Baseline Valuation of the Property and the Building during the term of this Agreement and (v) any other portion required to be excluded by Iowa law,

and thus such incremental taxes will not include all amounts paid by Lessee as regular property taxes.

(1) To fund the Economic Development Grants, Lessor shall certify to the County prior to December 1, 2028, its request for the available Lessor Tax Increments resulting from the assessments imposed by the County as of January 1 of that year and each year thereafter until December 1, 2045 to be collected by Lessor as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Lessee on November 1st and May 1st of that fiscal year. (Example: upon Lessor's certification in December, 2028, the Economic Development Grants in respect thereof would be paid to Lessee on November 1, 2030, and May 1, 2031.)

(2) The Economic Development Grants shall be payable from and secured solely and only by the Lessee Tax Increments paid to Lessor that, upon receipt, shall be deposited and held in a special account created for such purpose and designated as the RG HOSPITALITY, LLC TIF Account of Lessor. Lessor 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 RG HOSPITALITY, LLC 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 Lessor funds. Lessor makes no representation with respect to the amounts that may be paid to Lessee as the Economic Development Grants in any one year and under no circumstances shall Lessor in any manner be liable to Lessee so long as Lessor timely applies the Lessee Tax Increments actually collected and held in the RG HOSPITALITY, LLC TIF Account (regardless of the amounts thereof) to the payment of the Economic Development Grants to Lessee as and to the extent described in this Section.

(3) Lessor 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 Lessee to Lessor, or any available Lessee 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 Lessee shall have no obligations to Lessor with respect to the use thereof.

4.2 Non-appropriation/Limited Source of Funding. Notwithstanding anything in this Agreement to the contrary, the obligation of Lessor to pay any installment of the Economic Development Grant shall be an obligation limited to currently budgeted funds, and not a general obligation or other indebtedness of Lessor or a pledge of its full faith and credit under the meaning of any constitutional or statutory debt limitation, and shall be subject in all respects to the right of non-appropriation by the City Council as provided in this Section 4.2 Lessor 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 Lessor's election to non-appropriate funds otherwise required to be paid to Lessee in the next fiscal year under this Agreement.

(1) In the event the City Council elects to not appropriate sufficient funds in the budget for any future fiscal year for the payment in full of the installments on the Economic Development Grant due and payable in that fiscal year, then: (i) Lessor shall have no further obligation to Lessee for the payment of all installments due in the next fiscal year which cannot be paid with the funds then appropriated for that purpose; and, (ii) Lessee shall be released from all further obligations under this Agreement during that same fiscal year.

(2) Each installment of the Economic Development Grant shall be paid by Lessor solely from funds appropriated for that purpose by the Lessor Council from taxes levied on the Property that are allocated to the special fund pursuant to Iowa Code (2013) § 403.19(2).

(3) The right of non-appropriation reserved to Lessor in this Section 11.5 is intended by the parties, and shall be construed at all times, so as to ensure that Lessor's obligation to pay future installments on the Economic Development Grants shall not constitute a legal indebtedness of Lessor 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 Lessor, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no event of default shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without

the suspended provision. To this end the provisions of this Agreement are severable.

(4) Developer acknowledges and agrees that the State of Iowa retains the authority to amend, modify, or repeal laws governing property tax, tax increment financing (TIF), and any related rebate mechanisms. City makes no representations or warranties regarding the continuation of current state law or the availability of rebates in their present form. In the event that any legislative or regulatory action by the State of Iowa alters or limits the availability, calculation, distribution, or administration of rebates, City shall have no obligation to compensate Developer for any resulting reduction, loss, or elimination of rebates. Developer assumes all risk associated with potential changes to applicable state law.

## SECTION 5. ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST

5.1 Lessee's Right to Encumber Leasehold Interest. Lessee may not encumber by mortgage, deed of trust or other financial instrument, the Demised Premises or the Improvements without the prior written consent of the Lessor.

If Lessee requests consent to encumber by mortgage, deed of trust or other proper instrument, its leasehold interest and estate in the Demised Premises, together with all Improvements on the Demised Premises, as security for any indebtedness of Lessee, provided that no such encumbrance shall extend beyond the term of this Lease. Lessee shall provide prompt written notice to Lessor of any such encumbrance together with a copy of such encumbrance. In the event of any judicial or nonjudicial foreclosure under any mortgage, deed of trust or other similar instrument made by Lessee covering its leasehold interest in the Demised Premises, Lessor shall, upon such foreclosure or sale, recognize the purchaser thereunder as lessee under this Lease, provided such purchaser expressly agrees in writing to be bound by the terms of this Lease. Lessee may not encumber by mortgage, deed of trust or other financial instrument, the Demised Premises without the prior written consent of Lessor which consent shall not be unreasonably withheld. Lessee may not encumber by mortgage, deed of trust or other financial instrument, the Demised Premises without the prior written consent of Lessor which consent shall not be unreasonably withheld.

5.2 Notice to Holder of Encumbrance; Right of Holder to Cure Lessee's Default. Lessee shall encumber its leasehold interest and estate in the Demised Premises and if Lessee, or the holder of the indebtedness, its successors and/or assigns (the Holder) secured by the encumbrance shall give notice to Lessor within 30 days thereafter of the existence of the encumbrance and the address of the Holder, then Lessor shall mail or

deliver to the Holder, at such address, a duplicate copy of all notices in writing which Lessor may, from time to time, give or serve on Lessee under and pursuant to the terms and provisions of this Lease. The copies shall be mailed or delivered to the Holder at, or near as possible to, the same time the notices are given to or served on Lessee. The Holder may, at its option, at any time before the rights of Lessee shall be terminated as provided in this Lease, pay any of the rents due under this Lease or pay any taxes and assessments, or do any other act or thing required of Lessee by the terms of this Lease, or do any act or thing that may be necessary and proper to be done in the observance of the covenants and conditions of this Lease or to prevent the termination of this Lease; provided, however, that the doing of any act or thing requiring possession of the Demised Premises shall be subject to the further rights of Holder as set forth in Section 17 of this Lease. All payments so made and all things so done and performed by the Holder shall be effective to prevent a foreclosure of the rights of Lessee thereunder as the same would have been if done and performed by Lessee.

## SECTION 6. COVENANTS OF DEVELOPER

6.1 Conflict of Interest. Lessee agrees that no member, officer or employee of Lessor, or its designees or agents, nor any consultant or member of the governing body of Lessor, and no other public official of Lessor who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure. In connection with this obligation, Lessee 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.

6.2 Non-transferability; Permitted Transfers. Until such time as the applicable Minimum Improvements are complete, except as provided in this Section, this Agreement may not be assigned by Lessee nor may the Property be transferred by Lessee to another party without the prior written consent of Lessor, which consent shall not be unreasonably withheld; provided, that, Lessee may without the Lessor's consent, assign this Agreement to an affiliate of Lessee under common ownership or control (provided such affiliate agrees to assume in writing the obligations of Lessee hereunder); and provided further, that Lessee may collaterally assign this Agreement to its mortgage lender as may be required to secure financing for the Minimum Improvements. For the avoidance of doubt, this Agreement and the incentives included within this Agreement may be transferred

upon sale of the Property without the consent of Lessor following completion of the Minimum Improvements as evidence by a Certificate of Completion.

6.3 Restrictions on Use. Lessee agrees for itself, its successors and assigns, and every successor in interest to the Property or any part thereof that they and their respective successors and assigns, shall devote the Property to, and only to and in accordance with, the uses specified in the Urban Renewal Plan (and Lessor represents and agrees that, use of the Property as described in this Agreement is in full compliance with the Urban Renewal Plan).

**SECTION 7. TAXES**

7. 1 Lessee agrees to pay to Lessor as additional rent an amount equal to real estate taxes upon the real estate of the Demised Premises that accrue during the Term of this Lease (including taxes accrued during the Term but not due and payable until after the Term), upon receipt of a statement from Lessor, accompanied with all statements from any other taxing authority verifying the amount of such accrued taxes.

7. 2 During the Term of this Lease, Lessee further agrees to pay all other taxes, fees, rates, charges, levies, general assessments and special assessments for which Lessor is entitled to impose under statute or ordinance due to the actions or inactions of Lessee, of every name, nature and kind, whether now known to the law or hereafter created which may be taxed, charged, assessed, levied or imposed upon the real estate of the Demised Premises and which become payable during the term hereof and which would become delinquent if not so paid during the term hereof, any buildings or improvements thereon which may be taxed, charged, assessed, levied or imposed upon the leasehold estate hereby created and upon the real estate of the Demised Premises during the Term hereof and which become payable during the term hereof and which would become delinquent if not so paid during the Term hereof, and all such taxes, fees, rates, charges, levies and assessments shall be paid by Lessee as they become due and before they become delinquent during the Term hereof.

7.3 Lessee agrees to timely pay all taxes, fees, assessments or other public charges levied or assessed by lawful authority (but reasonably preserving Lessee' s rights of appeal) against its personal property on the Demised Premises, during the Term of this Lease.

7.4 Nothing herein shall require Lessee to pay any of Lessor' s income taxes, surtaxes, excess profit taxes or any taxes on the rents or other amounts reserved or paid to Lessor hereunder.

7.5 Lessee shall at all times have the right to challenge or contest in good faith, in any proper proceedings, in the name of Lessor if necessary, the amount, valuation, payment or satisfaction of any such taxes, fees, assessments, rates, charges or levies so agreed to be paid by Lessee if the amount, valuation or validity thereof, or the right to assess or levy the same against or collect the same from said Demised Premises or Lessee's improvements, shall be disputed, and Lessor shall provide reasonable cooperation in support of any such challenge or contest by Lessee unless Lessor is the entity imposing such taxes, fees, assessments, rates, charges or levies. Upon the conclusion of any such suit or proceedings Lessee shall promptly pay and satisfy such disputed tax, fee, assessment or other charge as finally determined, together with all expenses, costs and attorneys' fees whatsoever incurred in connection therewith.

## SECTION 8. REPAIRS

8.1 Lessee shall at all times during the term of this Lease, at Lessee's own costs and expense, keep the Demised Premises and the Improvements thereon, and all sidewalks, curbs, and all appurtenances to the Demised Premises, in good order, condition and repair, casualties and ordinary wear and tear excepted and in full compliance with the Radisson brand standards. Representatives of Choice Hotels (Radisson brand) will provide inspections not less than once a year, to inspect the hotel inside-out, including public space, food and beverage outlets, as well as the waterpark, Lessee shall keep and maintain the Demised Premises and all Improvements in a condition consistent with other similarly classed operations. Lessee shall keep the Demised Premises in such condition as may be required by law and by the terms of the insurance policies furnished pursuant to this Lease, whether or not such repair shall be interior or exterior, and whether or not such repair shall be of a structural nature. Upon reasonable notice to Lessee, Lessor may, at its discretion and at its cost, conduct an annual inspection of the Demised Premises to determine Lessee's compliance with this Article 6.

8.2 Lessor reserves a right of access to the levee and floodwall at all times with reasonable advance notice to Lessee for Lessor's operation and maintenance of the levee and floodwall, provided that Lessor shall make reasonable efforts not to interfere with Lessee' s operations accept as described in Article 9.

## SECTION 9. COMPLIANCE WITH LAW

9.1 Non-Discrimination. In carrying out the project, Lessee shall not discriminate against any guest, 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.

9.2 Legal Compliance. Lessee is responsible for compliance with all applicable laws, statutes, rules, regulations, and ordinances which may apply to the performance of Lessee's obligations under this Agreement, including but not limited to the laws outlined in Exhibit E, and hereby represents and warrants that Lessee is in compliance with the same as of the Commencement Date and further represents that during the Term Lessee will remain in compliance. Lessee shall require all contractors and subcontractors providing services under this Agreement shall also certify compliance with this Section.

9.3 Lessee further represents and warrants that Lessee will obtain all necessary business permits and licenses that may be required to carry out the obligations pursuant to this Agreement, including any permits and licenses that might be required by the state or locality in which Lessee performs the Services, and Lessee agrees to maintain, at Lessee's sole expense, such required permits and licenses for the duration of the term(s) of this Agreement.

**SECTION 10. ALTERATIONS**

10.1 Lessee shall have the right, with Lessor's prior written consent which consent shall not be unreasonably withheld or delayed for any such alteration, addition, or modification that exceeds Fifty Thousand and 00/100 Dollars ($50,000.00) in cost, at Lessee's expense, from time to time during the term of this Lease to make any alteration, addition or modification to the Demised Premises or the Improvements thereon.

**SECTION 11. USE OF DEMISED PREMISES**

11.1 Lessee shall operate the Improvements for the purposes outlined in Section 1.2 of this Lease and shall not knowingly use or allow the Demised Premises or any buildings or the Improvements thereon or any appurtenances thereto, to be used or occupied for any unlawful purpose or in violation of any certificate of occupancy. Lessee shall not suffer any act to be done or any condition to exist within the Demised Premises or in any Improvement thereon, or permit any article to be brought therein, which is dangerous, unless safeguarded as required by law, or which, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance in force with respect thereto.

11.2 Lessee agrees that at least seventy-five percent (75%), or not less than one hundred ninety-three (193) rooms, of the hotel shall be reserved for group room reservations provided such group room reservations are made with the Lessee at least

one (1) year in advance. For purposes of this Agreement, a suite shall be deemed to be one (1) room.

11.3 Lessee further agrees that the Demised Premises shall be used only for a hotel and no other purposes without the prior written consent of Lessor. Lessee shall not store materials, equipment, supplies or any other product or item outdoors without the prior written consent of the Lessor.

11.4 Utility Easements. Lessor reserves unto itself a 20' wide easement around the existing utilities and the right, at its sole cost and expense, to construct, reconstruct, maintain, improve, expand, operate, repair and remove through, under, and across the Demised Premises the existing utilities as shown on Exhibit F. Lessee shall not erect any structures or Improvements over the easement area without first obtaining the prior written approval of the Lessor, which shall not be unreasonably withheld or delayed. By executing this Lease, Lessor hereby consents to any existing structure now in place and grants Lessee written approval to construct or install the Improvements in Section 1.2.

11.5 Prior to any construction over or within 30 feet from the Lessor water main, Lessee shall provide Lessor with a licensed engineer's report reasonably acceptable to Lessor showing that such construction will not cause any damage to the water main. Lessor agrees to cooperate with Lessee in its preparation of any engineer's report by providing Lessee, upon request, with all available information and Lessor design standards concerning the water main. Lessee shall be responsible for the maintaining of any structure or Improvement constructed over the water main and any damage to the water main which results from said construction. Lessor, its agents or contractors, shall at all times upon reasonable notice of not fewer than two (2) weeks to Lessee, or such shorter period of notice as is reasonable possible in the event of an emergency as determined by the Lessor, have free access to and egress from and over the Demised Premises to maintain or repair the water main, provided that Lessor shall make all reasonable efforts no to interfere with Lessee's operations on the Demised Premises.

**SECTION 12. PARKING**

12.1 Parking Area. During the Term of this Lease, Lessor shall provide a surface lot for vehicular parking in the areas designated on Exhibit D (the Parking Area) for the non-exclusive use by Lessee, and its guests, vendors, suppliers and employees, unless Lessee elects to exercise its right for exclusive use of the Parking Area by delivering written notice of such election to the City Manager. The Parking Area shall include pedestrian access and vehicular access to the Parking Area. Lessor and Lessee agree that the Parking Area shall include a minimum of 290 parking spaces to the west

of the Building. Lessee shall not install signage to the effect that parking is exclusive to hotel guests unless and until Lessee exercises its right for exclusive use of the Parking Area.

12.2 Lessee shall be responsible for all routine day to day custodial maintenance of the Parking Area during the Term of this Agreement, including, without limitation, sweeping, trash collection, landscape trimming, snow removal and clearing of ice from the Parking Area. Lessor shall be responsible, at no cost to Lessee, for the replacement, repair and other maintenance associated with the Parking Area, including, without limitation, the repair, replacement and maintenance of surface potholes, surface reconstruction and restoration, landscape replacements, parking space striping and re-caulking of the parking area. Lessee, and its guests, vendors, suppliers and employees, shall at all times have reasonable access to the Parking Area and Lessor shall keep the Parking Area reasonably clear at all times in order that Lessee, and its guests, vendors, suppliers and employees, may use the Parking Area. Lessor shall be responsible for obtaining and maintaining all necessary permits for the construction and operation of the Parking Area, including all necessary permits to allow the collection, retention and discharge of stormwater.

12.3 Hold Over Vehicles. Any unauthorized vehicles using the Parking Area may be removed by Lessee at any time by any lawful means.

12.4 Rental. No additional consideration shall be due Lessor from Lessee for the use of the Parking Area pursuant to this Agreement if the Parking Area remains non-exclusive. The parties agree that full and adequate consideration for the obligations undertaken by Lessor pursuant to this Lease has been provided by the obligations undertaken by Lessee pursuant to the Development Agreement.

12.5 Reciprocal Covenants. Lessee covenants and agrees that Lessor shall have no responsibility for or liability arising from any release of a Hazardous Substance (as defined in the Development Agreement) on or under the Parking Area, which is caused by Lessee, or its guests, vendors, suppliers, or employees. Lessor agrees that Lessee shall not have any responsibility for any Hazardous Substances existing or found on or under the Parking area (except for Hazardous Substances deposited by Lessee or its agents or assigns). There shall be a rebuttable presumption that any Hazardous Substances found on or under the Parking area were not deposited by Platinum. Except for Hazardous Substances released or deposited by Lessee or its agents or assigns on the Parking Area, Lessor shall retain any legal responsibility or liability, subject to available defenses, Lessor may have under law for any Hazardous Substances existing, located or found on or under the Parking Area. This retained responsibility and duty includes the duty to assess, remove and remediate any Hazardous Substances on or affecting the Parking Area as ordered by a state or federal agency, subject to the

availability of a comfort letter. This provision shall not inure to the benefit of third parties and shall not be interpreted to enlarge any liabilities owed by Lessor or to require Lessor to absorb any duties, responsibilities or liabilities that it does not already have for any Hazardous Substances existing, located or found on or under the Parking Area. To the fullest extent allowed by law, Lessor agrees to indemnify Lessee for reasonable costs and expenses associated with responding to any legally enforceable order regarding Hazardous Substances from any governmental agency or court with proper jurisdiction to the extent that the City, after Lessee has given reasonable notice of the governmental order to the City, does not timely and reasonably respond to said inquiry or order and if Lessee allows full access to the Parking Area as necessary, as provided herein. The City's right of appeal and negotiation are not waived by the foregoing and the filing of an appeal or negotiation with the governmental agency are considered timely and reasonable response. However, Lessor agrees to indemnify Lessee for any penalties and fines Lessee incurs as a result of any such appeal or negotiation. Lessor shall minimize any disruption and will not materially or unreasonably restrict or interfere with the use of the Parking Area by Lessee or its guests, vendors, suppliers or employees. In the event Lessor restricts or interferes with the use of any part of the Parking Area, Lessor shall provide Lessee, and its guests, vendors, suppliers and employees, with access to reasonably comparable parking within a close proximity of the Project for the period of time that the portion of the Parking Area is not available.

**SECTION 13. INSURANCE**

13.1 Lessee shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements and at its sole cost and expense builder's risk insurance, written on a completed value in an amount equal to one hundred percent (100%) of the replacement value of the Minimum Improvements, naming Lessor as a named insured and lender loss payable. Coverage shall include the "special perils" form and Lessee shall furnish Lessor with proof of insurance in the form of a certificate of insurance. If the builder's risk policy purchased includes "soft costs" associated with this project, the limit for that coverage will be at the sole discretion of the contractor.

The City of Dubuque, Owners, Contractors, Subcontractors, and Sub-Subcontractors shown as additional named insureds are only additional named insured with respect to their interest in the Covered Property at the premises shown in the declarations.

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.

13.2 Lessee shall provide and maintain during the Term of this Lease insurance as set forth in the Lessor' s Standard Insurance Schedule for Lessees of Lessor Property (Exhibit G). The insurance coverage limits in such uniform, standardized schedule may from time to time be reasonably amended. The Insurance Schedule is attached to this Lease as Insurance Schedule A. Lessor shall provide written notice of any rate limit amendment to the Insurance Schedule not less than sixty days prior to the effective date of such amendment.

13.3 Lessee shall maintain, or cause to be maintained, at its cost and expense (and from time to time at the reasonable request of shall furnish proof of such insurance), property insurance against loss and/ or damage to improvements under an insurance policy written on the Special Perils Form in an amount not less than the full insurable replacement value of the Improvements. The term " replacement value" shall mean the actual replacement cost of the Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains and other uninsurable items) and equipment, and shall be determined from time to time at the reasonable request of , but not more frequently than once every three years, and paid for by Lessee.

13.4 Lessee agrees to notify Lessor immediately in the case of damage exceeding $250,000.00 in amount to, or destruction of, Improvements or any portion thereof resulting from fire or other casualty. Net proceeds of any such insurance ("Net Proceeds"), shall be paid directly to Lessee, and Lessee shall forthwith repair, reconstruct and restore the Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Lessee shall apply the Net Proceeds of any insurance relating to such damage received by Lessee to the payment or reimbursement of the costs thereof, subject, however, to the terms of any mortgage encumbering title to the Property.

13.5 Lessee shall complete the repair, reconstruction and restoration of Improvements, whether or not the Net Proceeds of insurance received by Lessee for such purposes are sufficient.

## SECTION 14. LESSOR'S WARRANTIES AND REPRESENTATIONS

14.1 Lessor's Representation of Good Title. Lessor covenants and warrants that Lessor is lawfully seized in possession of the Demised Premises, shall take all necessary steps to acquire fee simple title to the Demised Premises as required by law, and that it has full right and authority to enter into this Lease for the full term hereof, and covenants and

agrees that upon paying the rent provided for herein, and upon Lessee's performing the covenants and agreements of this Lease required to be performed by said Lessee, that it will have, hold and enjoy quiet possession of the Demised Premises. Lessor warrants to Lessee that the Demised Premises are properly zoned for the conduct of the operation of Lessee's business.

14.2 Lessor makes no representations or warranties as to the condition, including environmental condition, of the Demised Premises and Lessee accepts the Demised Premises as is.

## SECTION 15. LESSEE'S WARRANTIES AND REPRESENTATION

15.1 Environmental Matters.

(1) Lessee covenants and agrees that Lessor shall have no responsibility for or liability arising from any release of a Hazardous Substance which is caused by Lessee or its agents or invitees. Notwithstanding any other provision of this Lease, Lessor agrees that Lessee shall not have any responsibility for any Pre-Existing Condition (as defined below) nor shall Lessor seek indemnification from Lessee for any such Pre-Existing Condition. There is a rebuttable presumption that any Hazardous Substances found on the Demised Premises were not deposited by Lessee and are a Pre-Existing Condition. A pre-existing condition ("Pre-Existing Condition") shall be defined as (i) any Hazardous Substances found on the Demised Premises which were not deposited by Lessee or its agents or invitees on the Demised Premises, (ii) any Hazardous Substances on the Demised Premises prior to the Initial Term of this Lease, and (iii) any Hazardous Substances which leach or migrate on to the Demised Premises from any adjoining properties, including properties owned by the Lessor.

(2) Notwithstanding any other provision of this Lease, the Lessor, in its capacity as both owner of the Demised Premises as landlord under this Lease, shall retain any legal responsibility or liability, subject to available defenses, the Lessor may have under law for any Pre-Existing Condition. This retained responsibility and duty includes the duty to assess, remove and remediate Pre-Existing Conditions on or affecting the Demised Premises as ordered by a state or federal agency. Lessee agrees to work jointly with Lessor to develop a remediation plan for the necessary handling of any disturbed contaminated soils or groundwater that is required to construct the Minimum Improvements to ensure the work is completed in an affordable manner. This provision shall not inure to the benefit of third parties and shall not be interpreted to enlarge any liabilities owed by the Lessor or to

require the Lessor to absorb any duties, responsibilities or liabilities that it does not already have for the Pre-Existing Conditions.

(3) Lessee agrees to provide reasonable notice to the Lessor of any claims by adjoining or affected property owners, third parties, or parties making claims through a citizen action or private right of action under applicable law, environmental statutes or regulations which arise out of or are related to Pre-Existing Conditions on the Demised Premises. Upon receipt of such notice, to the fullest extent allowed by law, the Lessor agrees to defend, hold harmless and indemnify Lessee for costs and expenses associated with responding to any claims by adjoining property owners, third parties, or parties making claims through a citizen action or private right of action under applicable environmental statutes or regulations which arise out of or are directly related to Pre-Existing Conditions on the Demised Premises.

(4) To the fullest extent allowed by law, the Lessor agrees to indemnify Lessee for reasonable costs and expenses associated with responding to any legally enforceable order regarding Pre-Existing Conditions from any governmental agency or court with proper jurisdiction to the extent that the Lessor, after Lessee has given reasonable notice of the governmental order to the Lessor, does not timely and reasonably respond to said inquiry or order and if the Lessee allows full access to the Premises as necessary, as provided herein. The Lessor's right of appeal and negotiation are not waived by the foregoing and the filing of an appeal or negotiation with the governmental agency are considered timely and reasonable response. However, the Lessor agrees to indemnify Lessee for any penalties and fines Lessee incurs as a result of any such appeal or negotiation.

(5) Lessor shall provide reasonable notice to Lessee prior to requesting access for the purposes set forth above. Lessee agrees to allow the Lessor to have access to and use of the Demised Premises to times and locations which will minimize any disruption and which will not materially or unreasonably interfere with the operation or possession of the Demised Premises as required to respond to any governmental inquiry or order as described above. Except as set out below, the terms of this provision shall not be construed to require that the Lessee is under any obligation to Lessor to move, damage, or modify personal property, fixtures, or buildings on the Demised Premises or to allow Lessor to affect or modify this Lease, whether by lien, easement, or governmental order, except to the extent that use limitations and environmental protection easements may be placed on the Demised Premises which do not change or interfere with the actual or proposed use of the Demised Premises by Lessee. The Lessee agrees that it will not install drinking water wells or otherwise obtain potable water for the purpose of

consumption or bodily contact from the groundwater underneath the Demised Premises and agrees to execute any necessary waivers or easements to that effect. If the Lessor is required by a state or federal agency to take such action which materially or unreasonably interferes with the operation or possession of the Demised Premises, or otherwise damages the property of Lessee, then the Lessor shall be required to pay the reasonable costs associated with such activity, including, without limitation, loss of income, economic damages, property damage, and other costs and expenses, whether temporary or permanent in Nature, included by Lessee by reason of the interference.

(6) Lessee covenants and agrees to promptly notify Lessor of any release of Hazardous Substance in, on or about the Demised Premises of which Lessee has actual knowledge.

(7) Lessee covenants and agrees to promptly take any and all necessary and appropriate response to address any release of Hazardous Substance for which Lessee is responsible under Section 13.2A. Such response shall include, without limitation, notification to appropriate governmental authorities, as may be required by law.

(8) Lessee covenants and agrees to not manufacture, treat or dispose of Hazardous Substances at the Demised Premises or knowingly allow the manufacture, treatment, or disposal of Hazardous Substances same on the Demised Premises.

(9) For the purposes of this Lease, "Hazardous Substance" or "Hazardous Substances" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government, the State of Iowa or the United States Government. It includes, without limitation, any material or substance that is (i) defined as a "hazardous substance" or "hazardous waste" under Chapter 455B, Iowa Code, (ii) petroleum and petroleum products, (iii) asbestos containing materials in any form or condition, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1321), (v) defined as a "hazardous waste pursuant to§ 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., (vi) defined as a "hazardous substance" pursuant to§ 101 of the Comprehensive Environmental Response, Compensation and Liability Act, U.S.C § 9601 et seq., or (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. § 6991 et seq.] The term "Hazardous Substance" shall not include any air emissions

discharged into the atmosphere as allowed by a duly issued permit from the applicable governmental agency.

## SECTION 16. INDEMNIFICATION

16.1 Indemnification of Lessee.

(1) To the extent allowed by law, Lessor will indemnify and save harmless Lessee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Lessee by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Demised Premises and resulting from any act or omission of Lessor, (b) any failure on the part of Lessor to perform or comply with any of the terms of this Lease and ( c) any breach on the part of Lessor of any warranty or representation contained in Article 11, (d) any Hazardous Substance on the Demised Premises, which is not the responsibility of Lessee pursuant to Section 13.2(A). In case any action, suit or proceeding is brought against Lessee by reason of such occurrence, Lessor will, at Lessor expense and discretion, either defend such action, suit or proceeding, or cause the same to be defended by counsel approved by Lessee, which approval will not be unreasonably withheld.

(2) Lessee shall have the right to perform environmental site assessments of the Demised Premises to assess the environmental condition of the Demised Premises for the Condition. This retained responsibility and duty includes the duty to assess, remove and remediate Pre-Existing Conditions on or affecting the Demised Premises as ordered by a state or federal agency. This provision shall not inure to the benefit of third parties and shall not be interpreted to enlarge any liabilities owed by the Lessor or to require the Lessor to absorb any duties, responsibilities or liabilities that it does not already have for the Pre-Existing Conditions.

(3) Lessee agrees to provide reasonable notice to the Lessor of any claims by adjoining or affected property owners, third parties, or parties making claims through a citizen action or private right of action under applicable law, environmental statutes or regulations which arise out of or are related to Pre-Existing Conditions on the Demised Premises. Upon receipt of such notice, to the fullest extent allowed by law, the Lessor agrees to defend, hold harmless and indemnify Lessee for costs and expenses associated with responding to any

claims by adjoining property owners, third parties, or parties making claims through a citizen action or private right of action under applicable environmental statutes or regulations which arise out of or are directly related to Pre-Existing Conditions on the Demised Premises.

(4) To the fullest extent allowed by law, the Lessor agrees to indemnify Lessee for reasonable costs and expenses associated with responding to any legally enforceable order regarding Pre-Existing Conditions from any governmental agency or court with proper jurisdiction to the extent that the Lessor, after Lessee has given reasonable notice of the governmental order to the Lessor, does not timely and reasonably respond to said inquiry or order and if the Lessee allows full access to the Leased Premises as necessary, as provided herein. The Lessor's right of appeal and negotiation are not waived by the foregoing and the filing of an appeal or negotiation with the governmental agency are considered timely and reasonable response. However, the Lessor agrees to indemnify Lessee for any penalties and fines Lessee incurs as a result of any such appeal or negotiation.

(5) Lessor shall provide reasonable notice to Lessee prior to requesting access for the purposes set forth above. Lessee agrees to allow the Lessor to have access to and use of the Demised Premises to times and locations which will minimize any disruption and which will not materially or unreasonably interfere with the operation or possession of the Demised Premises as required to respond to any governmental inquiry or order as described above. Except as set out below, the terms of this provision shall not be construed to require that the Lessee is under any obligation to Lessor to move, damage, or modify personal property, fixtures, or buildings on the Demised Premises or to allow Lessor to affect or modify this Lease, whether by lien, easement, or governmental order, except to the extent that use limitations and environmental protection easements may be placed on the Demised Premises which do not change or interfere with the actual or proposed use of the Demised Premises by Lessee. The Lessee agrees that it will not install drinking water wells or otherwise obtain potable water for the purpose of consumption or bodily contact from the groundwater underneath the Demised Premises and agrees to execute any necessary waivers or easements to that effect. If the Lessor is required by a state or federal agency to take such action which materially or unreasonably interferes with the operation or possession of the Demised Premises, or otherwise damages the property of Lessee, then the Lessor shall be required to pay the reasonable costs associated with such activity, including, without limitation, loss of income, economic damages, property damage, and other costs and expenses, whether temporary or permanent in nature, incurred by Lessee by reason of the interference in the purpose of operating a

hotel and pool(s). Any results or reports created by such site assessment shall be the property of Lessee and may be used by Lessee and Lessor for any purpose provided that Lessor shall not disclose any such report or the information contained therein to any third party unless required to do so by law or legal process.

16.2 Indemnification of Lessor. Lessee will indemnify and save harmless Lessor from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Lessor by reason of (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Demised Premises during the term of this Lease and resulting from any negligence of Lessee or anyone claiming by, through or under Lessee during the Term of the Lease and (b) any failure on the part of Lessee to perform or comply in any material respect with any of the material terms of this Lease, and (c) any material breach on the part of Lessee of any warranty or representation contained in Article 12, and d) any Hazardous Substance on the Demised Premises, which is the responsibility of Lessee pursuant to Section 13.2(A). In case any action, suit or proceeding is brought against Lessor by reason of such occurrence, Lessee will, at Lessee's expense and discretion, either defend such action, suit or proceeding, or cause the same to be defended by counsel approved by Lessor, which approval will not be unreasonably withheld.

16.3 Survival. The obligations and liabilities under this Article shall survive and continue in full force and effect and shall not be terminated, discharged or released, in whole or in part, irrespective of the termination or expiration of the term of this Lease.

## SECTION 17. CONDEMNATION

17.1 Entire Condemnation. If at any time during the term of this Lease all or substantially all of the Demised Premises or the Improvements thereon shall be taken in the exercise of the power of eminent domain by any sovereign, municipality or other public or private authority, then this Lease shall terminate on the date of vesting of title in such taking and any prepaid rent shall be apportioned as of said date. Substantially all of the Demised Premises and the Improvements thereon shall be deemed to have been taken if the remaining portion of the Demised Premises shall not be of sufficient size to permit Lessee, in Lessee's sole discretion, to operate its business thereon in a manner similar to that prior to such taking.

17.2 Allocation of Award. Any award for such taking of all or substantially all of the Demised Premises shall be paid to the parties hereto in accordance with the following:

(1) To Lessor, the amount of the award attributable to the Demised Premises, determined as if this Lease was not in effect at the time of such award, excluding therefrom the amount of the award attributable to the Improvements, and all other sums not directly attributable to the value of the Land constituting the Demised Premises;

(2) To Lessee, the entire award except that portion allocated to Lessor above.

17.3 Partial Condemnation. If less than all or substantially all of the Demised Premises or the Improvements thereon shall be taken in the exercise of the power of eminent domain by any sovereign, municipality or other public or private authority, then Lessee, at its option, may elect to continue this Lease in full force and effect or terminate this Lease. If Lessee shall elect to maintain this Lease in full force and effect, the award for such partial condemnation shall be allocated as provided in Section 15.2, and Lessee shall proceed with reasonable diligence to cany out any necessary repair and restoration so that the remaining Improvements and appurtenances shall constitute a complete structural unit or units which can be operated on an economically feasible basis under the provisions of this Lease. In the event Lessee elects to continue this Lease in full force and effect after a partial condemnation, the Base Rent shall be reduced in proportion to the area of the Demised Premises taken.

Should Lessee elect to terminate this Lease upon a partial condemnation, Lessee shall provide Lessor with written notice of such election within thirty (30) days after the date of vesting of title for such taking. Lessee shall specify in such written notice the date on which this Lease shall terminate, which date shall be not less than 60 days nor more than 360 days after delivery of such notice to Lessor (the "Termination Date"). In the event Lessee terminates this Lease, Lessee shall be entitled to the entire award for such partial taking.

17.4 Temporary Taking. If the temporary use of the whole or any part of the Demised Premises or the Improvements thereon or the appearances thereto shall be taken at any time during the term of this Lease in the exercise of the power of eminent domain by any sovereign, municipality, or other authority, the term of this Lease shall not be reduced or affected in any way, and Lessee shall continue to pay in full the rent, additional rent and other sum or sums of money and charges herein reserved and provided to be paid by Lessee, and the entire award for such temporary taking shall be paid to Lessee. Lessee shall repair and restore any and all damage to the Demised Premises and the Improvements as soon as reasonably practicable after such temporary taking.

## SECTION 18. ASSIGNMENT AND SUBLETTING

18.1 This Lease may not be assigned by Lessee without the prior written consent of the Lessor which consent shall not be unreasonably withheld or delayed, except to a third party acquiring all or substantially all of Lessee's assets related to this Lease, provided said third party agrees to comply with the terms and conditions of this Lease.

## SECTION 19. DEFAULT

19.1 Lessor's Rights in the Event of Lessee's Default. If Lessee shall fail or neglect to observe, keep or perform any of the covenants, terms or conditions contained in this Lease on its part to be observed, kept or performed, and the default shall continue for a period of thirty (30) days after written notice from Lessor setting forth the nature of Lessee's default (it being intended that in connection with a default not susceptible of being cured with diligence within thirty (30) days, the time within which Lessee has to cure the same shall be extended for such period as may be necessary to complete the same with all due diligence, but in no event longer than one hundred and eighty (180) days), then and in any such event such cure relies on the consent or involvement of any regulatory authority or third party or is due to Force Majeure such time as a cure can reasonably be effected by promptly initiating and diligently continuing reasonable efforts, then and in any such event, Lessor shall have the right as its option, on written notice to Lessee, to terminate this Lease. Lessor shall thereafter have the right to enter and take possession of the Demised Premises with process of law and to remove all personal property from the Demised Premises and all persons occupying the Demised Premises and to use all necessary force therefor and in all respects to take the actual, full and exclusive possession of the Demised Premises and every part of the Demised Premises as of Lessor's original estate, without including any liability to Lessee or to any persons occupying or using the Demised Premises for any damage caused or sustained by reason of such entry on the Demised Premises or the removal of persons or property from the Demised Premises.

19.2 Rights of Holder of Encumbrance in Event Lessee Defaults. If Lessee fails or neglects to observe, keep or perform any of the covenants, terms or conditions contained in this Lease on its part to be observed, kept or performed, the Holder of any indebtedness secured by an encumbrance on the leasehold estate under this Lease shall have thirty (30) days after receipt of written notice from Lessor setting forth the nature of Lessee's default and a reasonable time thereafter if it shall have commenced foreclosure or other appropriate proceedings in the nature thereof within such thirty (30) days and is diligently prosecuting such proceedings, but in no event longer than ninety (90) days, within which to endeavor to make good or remove the default or cause for termination of the Lease.

All right of Lessor to terminate this Lease on the failure or neglect of Lessee to observe, keep and perform the covenants, terms and conditions of this Lease is, and shall continue to be, at all times prior to payment in full of the indebtedness to the Holder of Lessee, subject to and conditioned on Lessor's having first given the Holder written notice thereof and the Holder having failed to cause the default or cause for termination to be made good or removed within thirty (30) days after receiving written notice of default or cause for termination or within a reasonable time thereafter if it shall have commenced foreclosure or other appropriate proceedings in the nature of foreclosure within such thirty (30) days and is diligently prosecuting such proceedings, but in no event longer than ninety (90) days. In the event that the Lease is terminated due to the Lessee's bankruptcy, insolvency or other proceedings, and in the event the Holder has complied with the terms of this Section 16.2, then Lessor at Holder's option, shall enter into a new lease with Holder or the successful bidder at foreclosure on the same terms as this Lease, for the term then remaining, and specifically preserving all unexercised options.

19.3 Lessee's Rights in the Event of Lessee's Default. If Lessor shall fail or neglect to observe, keep or perform any of the covenants, terms or conditions contained in this Lease on its part to be observed, kept or performed, and the default shall continue for a period of thirty (30) days after written notice from Lessee setting forth the nature of Lessor's default (it being intended that in connection with a default not susceptible of being cured with diligence within thirty (30) days, the time within which Lessor has to cure the same shall be extended for such period as may be necessary to complete the same with all due diligence, but in no event longer than one hundred and eighty (180) days), or in the event such cure relies on the consent or involvement of any regulatory authority or other third party or is due to Force Majeure such time as a cure can reasonably be effected by promptly initiating and diligently continuing reasonable efforts, then and in any such event, Lessee shall have all rights available to it provided by law or equity.

## SECTION 20. RIGHT TO CURE OTHER'S DEFAULTS

20.1 Whenever and as often as a party shall fail or neglect to comply with and perform any term, covenant, condition or agreement to be complied with or performed by such party hereunder, then, following thirty (30) days' prior written notice to such defaulting party (or such additional time to cure as may be accorded Lessee pursuant to Section 16.1 above, but in no event longer than ninety (90) days), the other patty, at such other party's option, in addition to all other remedies available to such other party, may perform or cause to be performed such work, labor, services, acts or things, and take such other steps, including entry onto the Demised Premises and the Improvements thereon, as such other party may deem advisable, to comply with and perform any such term, covenant, condition or agreement which is in default, in which event such defaulting party shall reimburse such other party upon demand, and from time to time, for all costs and

expenses suffered or incurred by such other party in so complying with or performing such term, covenant, condition or agreement. The commencement of any work or the taking of any other steps or performance of any other act by such other party pursuant to the immediately preceding sentence shall not be deemed to obligate such other party to complete the curing of any term, covenant, condition or agreement which is in default.

## SECTION 21. QUIET ENJOYMENT

21.1 Lessor covenants that at all times during the term of this Lease, so long as Lessee is not in default hereunder, Lessee's quiet enjoyment of the Demised Premises or any part thereof shall not be disturbed by any act of Lessor, or of anyone acting by, through or under Lessor. Notwithstanding the foregoing, Lessor shall have the right upon reasonable notice to Lessee, but not more frequently than once per calendar quarter, to enter the Demised Premised at any reasonable time during Lessee's normal business hours to determine whether Lessee is in compliance with the requirements of this Lease.

## SECTION 22. ESTOPPEL CERTIFICATES

22.1 Each patty hereto agrees that at any time and from time to time during the term of this Lease, within ten (10) days after request by the other party hereto or by any lender having an interest in Lessee's leasehold estate, it will execute, acknowledge and deliver to the other party or to such lender or any prospective purchaser, assignee or any mortgagee designated by such other party, a certificate stating (a) that this Lease is unmodified and in force and effect (or if there have been modifications, that this Lease is in force and effect as modified, and identifying the modification agreements), (b) the date to which rent has been paid, ( c) whether or not there is any existing default by Lessee in the payment of any rent or other sum of money hereunder, and whether or not there is any other existing default by either party hereto with respect to which a notice of default has been served, and, if there is any such default, specifying the nature and extent thereof; and ( d) whether or not there are any setoffs, defenses or counterclaims against enforcement of the obligations to be performed hereunder existing in favor of the party executing such certificate.

## SECTION 23. WAIVER

23.1 No waiver by either party hereto of any breach by the other of any term, covenant, condition or agreement herein and no failure by any party to exercise any right or remedy in respect of any breach hereunder, shall constitute a waiver or relinquishment for the future of any such term, covenant, condition or agreement or of any subsequent breach of any such term, covenant, condition or agreement, nor bar any right or remedy of the

other party in respect of any such subsequent breach, nor shall the receipt of any rent, or any portion thereof, by Lessor, operate as a waiver of the rights of Lessor to enforce the payment of any other rent then or thereafter in default, or to terminate this Lease, or to recover the Demised Premises, or to invoke any other appropriate remedy which Lessor may select as herein or by law provided.

**SECTION 24. SURRENDER**

24.1 Lessee shall, on the last day of the Term of this Lease or upon any termination of this Lease, surrender and deliver up the Demised Premises, with the Improvements then located thereon into the possession and use of Lessor, without fraud or delay and in good order, condition and repair, reasonable wear and tear excepted, free and clear of all lettings and occupancies, free and clear of all liens and encumbrances other than those existing on the date of this Lease and those, if any, created by Lessor, without (except as otherwise provided herein) any payment or allowance whatever by Lessor on account of or for any buildings and Improvements erected or maintained on the Demised Premises at the time of the surrender. Lessee's Trade Fixtures, personal property, equipment, materials, and other belongings of Lessee or of any sublessee or other occupant of space in the Demised Premises shall be and remain the property of Lessee, and Lessee shall have a reasonable time after the expiration of the term of this Lease (not to exceed thirty (30) days) to remove the same. If Lessee fails to remove any Lessee' s Trade Fixtures, personal property, equipment, materials or other belongings from the Demised Premises within 30 days of the expiration date of this lease, they will immediately become property of the Lessor. Any costs incurred by Lessor having to remove, relocate, handle, store, sell or dispose of Lessee' s items described in this Section shall be paid for by Lessee.

**SECTION 25. MEMORANDUM OF LEASE**

25.1 Lessor will record a memorandum of this Lease setting forth the names of the parties hereto and the term of this Lease, identifying the Demised Premises, and also including such other clauses therein as either party may desire, except the amounts of Rent payable hereunder.

**SECTION 26. NOTICES**

26.1 All notices, demands or other writings in this Lease provided to be given or made or sent, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, or by UPS or FEDEX with proof of receipt addressed as follows:

**If to Lessor**: City of Dubuque, Iowa
City Manager
City Hall
50 West 13th Street
Dubuque IA 52001

**With copy to**: City Attorney
City Hall
50 West 13th Street
Dubuque IA 52001

**If to Lessee**: RG Hospitality, LLC
CEO
Leasing
2707 Mt. Rushmore Road
Rapid City, SD 57701

26.2 The address to which any notice, demand or other writing may be given or made or sent to any party as above provided may be changed by written notice given by the party as above provided.

**SECTION 27. MISCELLANEOUS**

27.1 Time of the Essence. Time is of the essence of this Lease and all of its provisions.

27.2 Governing Law. It is agreed that this Lease shall be governed by, construed and enforced in accordance with the laws of the State of Iowa.

27.3 Paragraph Headings. The titles to the paragraphs of this Lease are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Lease.

27.4 Modification of Agreement. Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

27.5 Parties Bound. This Lease shall be binding on and shall inure to the benefit of and shall apply to the respective successors and assigns of Lessor and Lessee. All references

in this Lease to "Lessor" or "Lessee" shall be deemed to refer to and include successors and assigns of Lessor or Lessee without specific mention of such successors or assigns.

27.6 Force Majeure. A party shall be excused from its obligations under this Agreement if and to the extent and during such time as the party is prevented, impeded, or hindered, unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control and after the party has taken reasonable steps to avoid or mitigate such event or its consequences (each a "Force Majeure Event") including, without limitation in any way, as the result of any acts of God, war, fire, or other casualty, riot, civil unrest, extreme weather conditions, terrorism, strikes and/or labor disputes, pandemic, epidemic, quarantines, government stay-at-home orders, municipal and other government orders, failure of Internet, or other matter beyond the control of such party. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party identifying the Force Majeure Event, explaining how it impacts performance and the estimated duration, identifying the relief requested, agreeing to limit damages to the other party and to immediately resume performance upon termination of the Force Majeure Event, and agreeing to supplement the notice as more information becomes available, and thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible. No obligation to make a payment required by this Agreement is excused by a Force Majeure Event. The nonperforming party shall not be entitled to any damages or additional payments of any kind for any such delay.

27.7 Conflict. To the extent there is a conflict of terms between the Development Agreement and this Lease, the terms of the Development Agreement shall control.

27.8 Entire Agreement. This Lease constitutes the entire agreement between the Lessor and the Lessee regarding the lease of the Demised Premises and supersedes all previous oral or written agreements between the parties regarding the subject matter of this Lease.

**SECTION 28. DISPUTE RESOLUTION**

28.1 Lessor and Lessee agree that prior to the commencement of any judicial proceeding for any controversy arising out of or relating to the construction or interpretation of this Lease, the parties will engage in mediation in accordance with the Commercial Arbitration Rules of the U. S. Arbitration & Mediation, Midwest ("USA& M") or the American Arbitration Association ("AAA"). The parties shall divide equally all costs of mediation which shall be paid immediately upon billing by the mediation service.

**LESSOR:**
**CITY OF DUBUQUE, IOWA**

By: _____
Brad Cavanagh, Mayor

Attest: _____
Adrienne Breitfelder, City Clerk

**LESSEE:**

_____

By: _____

## LIST OF EXHIBITS

| | |
|---|---|
| EXHIBIT A | URBAN RENEWAL PLAN |
| EXHIBIT B | CERTIFICATE OF COMPLETION |
| EXHIBIT C | PROPERTY |
| EXHIBIT D | PARKING AREA |
| EXHIBIT E | LEGAL COMPLIANCE |
| EXHIBIT F | EXISTING UTILITIES |
| EXHIBIT G | INSURANCE SCHEDULE A |
| EXHIBIT H | PROJECT BUDGET |

**EXHIBIT A**

**URBAN RENEWAL PLAN**

(on file in City Clerk's office, 50 W. 13th Street, Dubuque, IA 52001)

# EXHIBIT B

# CERTIFICATE OF COMPLETION

## CERTIFICATE OF COMPLETION

WHEREAS, the City of Dubuque, Iowa, a municipal corporation (the "Lessor"), has granted incentives to RG Hospitality, LLC (the "Lessee"), in accordance with a Lease Agreement dated as of [Date] (the "Agreement"), by and among the Lessor, and the Lessee (collectively, the "Agreement"), certain real property located within the Greater Downtown Urban Renewal District of the Grantor and as more particularly described as follows:

LOT 1 RIVERWALK 4TH ADD

(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 Lessee to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, the Lessee 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 Lessor to permit the execution and recording of this certification; and

NOW, THEREFORE, pursuant to Section 1.5 of the Agreement, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of the Lessee, and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by the Lessee to the satisfaction of the Lessor 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

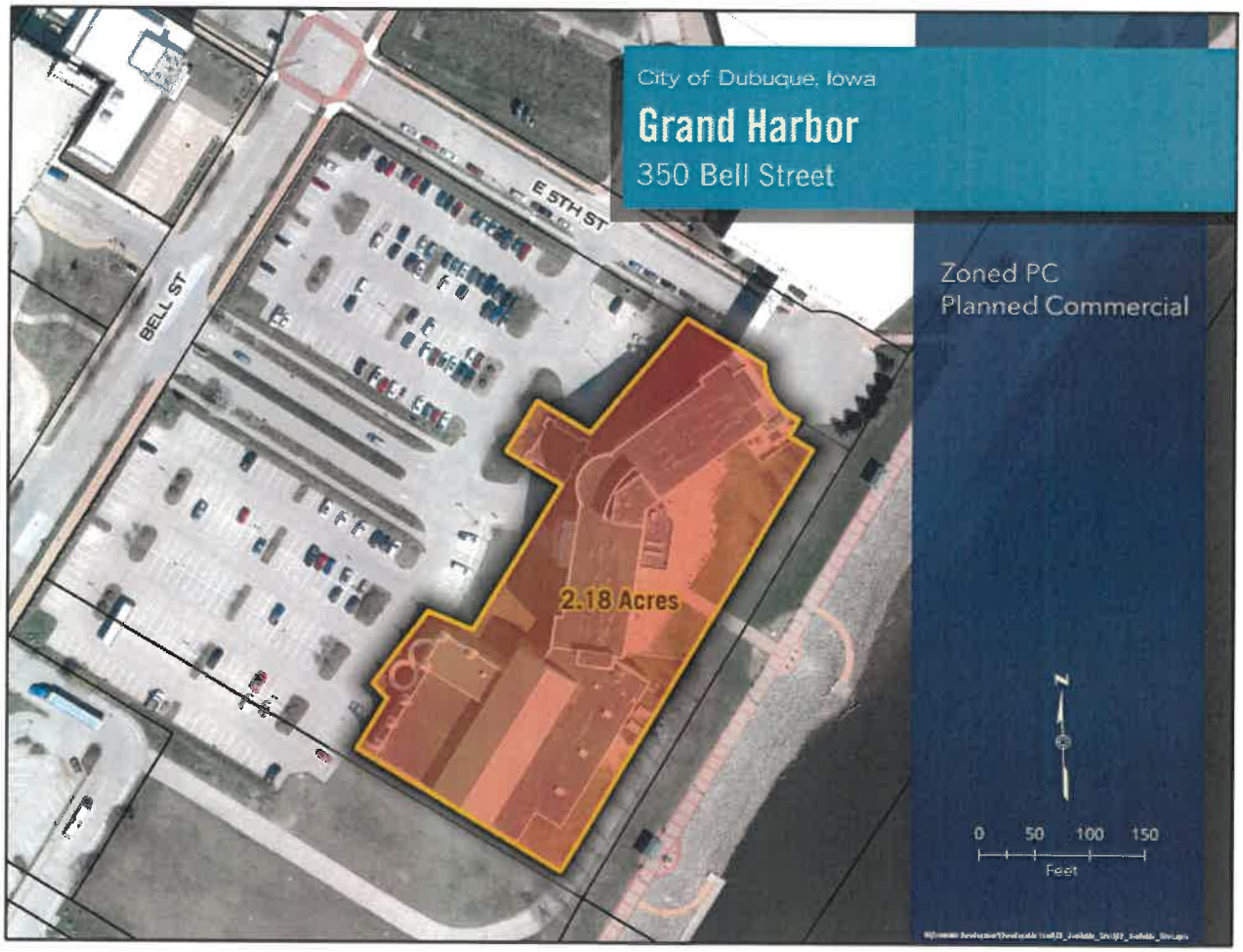
STATE OF IOWA )
) SS
COUNTY OF DUBUQUE )

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

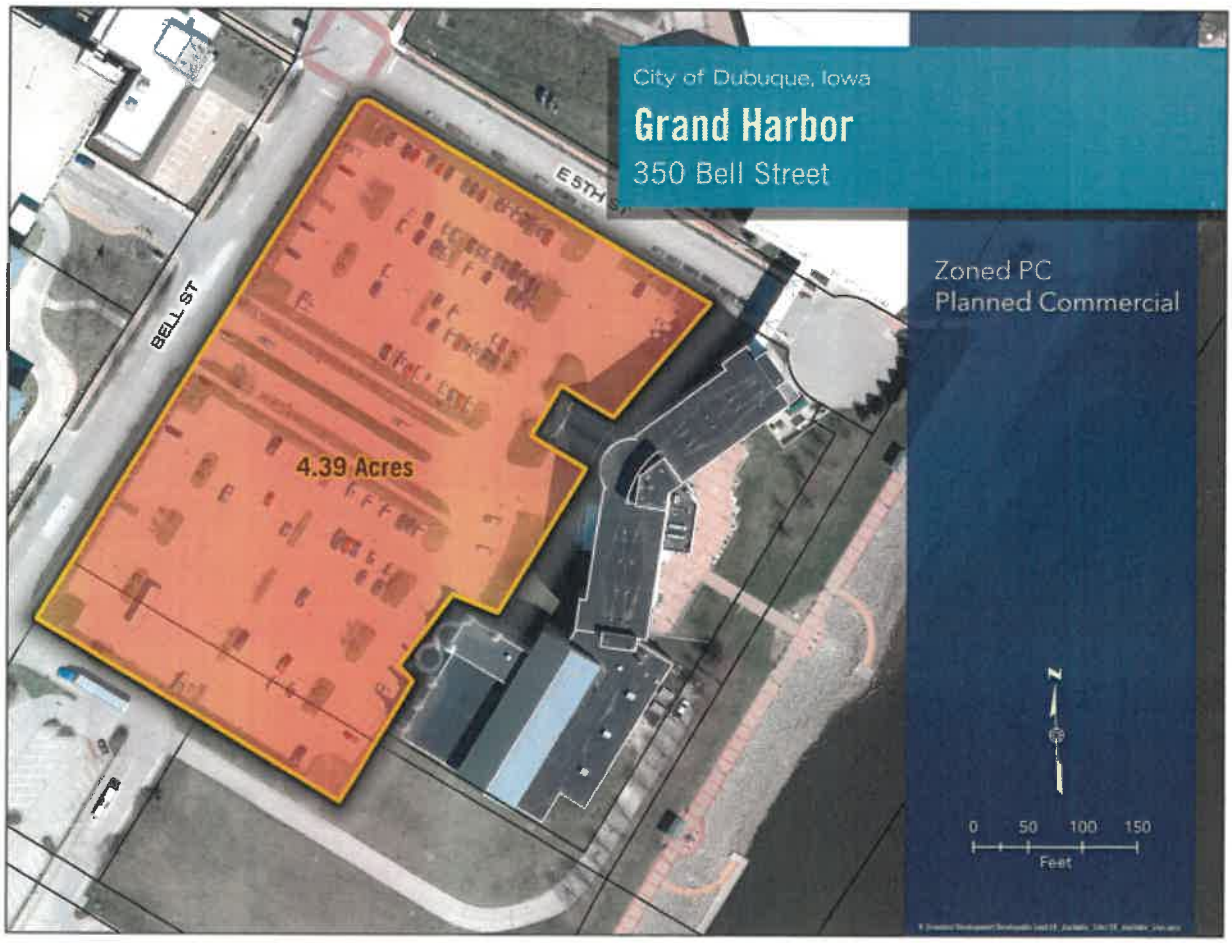
# EXHIBIT C

# PROPERTY


City of Dubuque, Iowa
Grand Harbor
350 Bell Street
Zoned PC
Planned Commercial
E 5TH ST
BELL ST
2.18 Acres
N
0 50 100 150
Feet

# EXHIBIT D

# PARKING AREA


City of Dubuque, Iowa
Grand Harbor
350 Bell Street
Zoned PC
Planned Commercial
BELL ST
E 5TH ST
4.39 Acres
N
0 50 100 150
Feet

# EXHIBIT E

# 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);

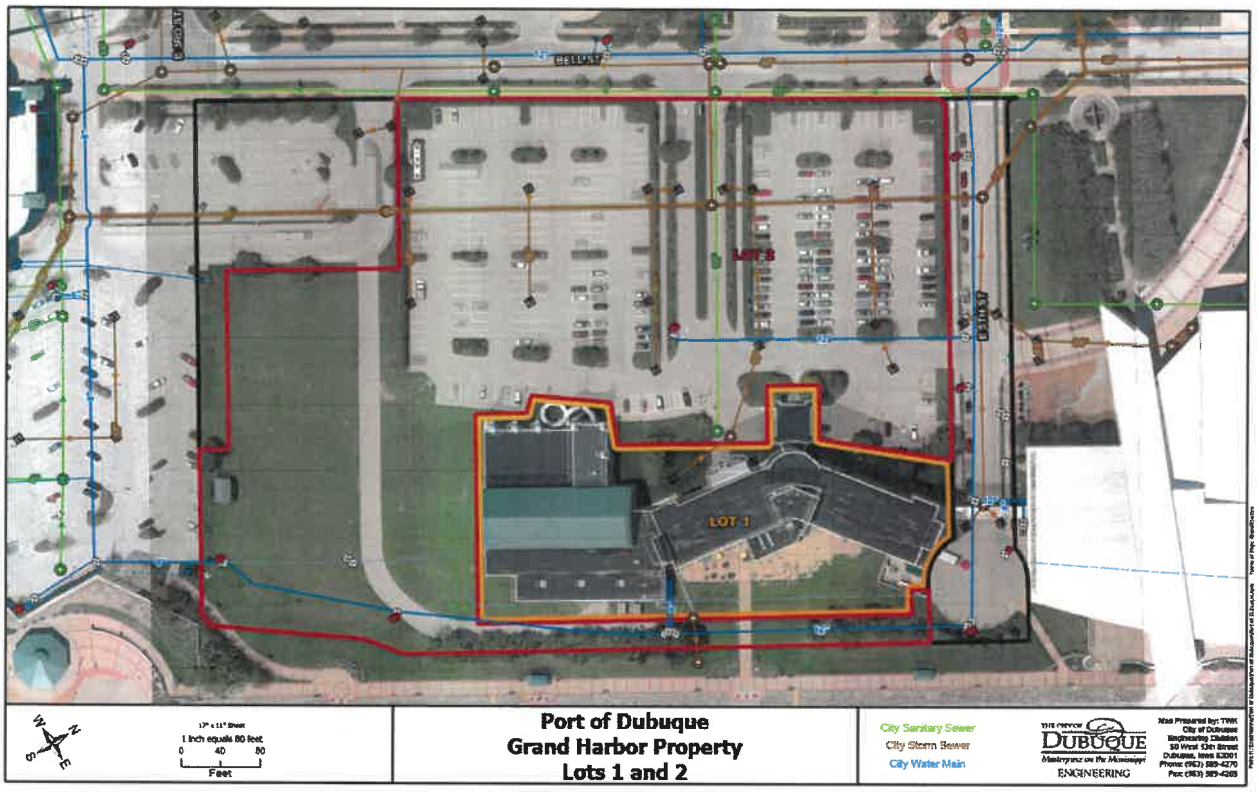
k) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681 et seq.) (prohibits discrimination because of sex in education programs or activities);

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 F

# EXISTING UTILITIES


LOT 2
LOT 1
1 Inch equals 80 feet
0 40 80
Feet
Port of Dubuque
Grand Harbor Property
Lots 1 and 2
City Sanitary Sewer
City Storm Sewer
City Water Main
DUBUQUE
ENGINEERING

# EXHIBIT G

# INSURANCE SCHEDULE A

# 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 RG HOSPITALITY, LLC

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: x Yes ☐ No

Combined Single Limit $1,000,000

Coverage shall include all owned, non-owned, and hired vehicles. If permittees do not own any vehicles, coverage is required on non-owned and hired vehicles.

1) Policy shall include Waiver of Right to Recover from Others Endorsement.

### D. POLLUTION LIABILITY

Coverage Required: ☐ Yes x No

Pollution liability coverage shall be required if the lessee, contracting party, or permittee has any pollution exposure for abatement of hazardous or contaminated materials including, but not limited to, petroleum products, the removal of lead, asbestos, or PCBs. Pollution product and completed operations coverage shall also be covered.

| | |
|---|---|
| Each Occurrence | $2,000,000 |
| Policy Aggregate | $4,000,000 |

1) Policy to include job site and transportation coverage.
2) Include additional insured for:
   The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO 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**

x_____ Yes _____ No

Amount $ref: Section 13.3 of lease

Include the City of Dubuque as Lendor Loss Payable.

**F. RIGHT-OF-WAY WORK ONLY:**

**UMBRELLA/EXCESS** $1,000,000

x_____ 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 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 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)

# EXHIBIT H

# PROJECT BUDGET

# GRAND HARBOR RESORT - CAPITAL IMPROVEMENTS COST SCHEDULE

| Item # | Category | Description | Priority | Budgeted Cost | Actual Cost | Variance | Status | Notes |
|---|---|---|---|---|---|---|---|---|
| R-001 | Rooms | Guest Room Refreshment Renovation | Phase 1 | $1,200,000 | | | Planned | New bedding, soft goods, and paint throughout all guest rooms |
| R-002 | Rooms | Bathroom Renovations | Phase 1 | $750,000 | | | Planned | New countertops, fixtures, and tile in all guest bathrooms |
| R-003 | HVAC | HVAC System Upgrades | Phase 2 | $2,500,000 | $2,650,000 | +$150,000 due to unforeseen duct work | Complete | Replaced 12 rooftop units with high-efficiency models and new ductwork |
| R-004 | HVAC | Lighting & Electrical Upgrades | Phase 2 | $600,000 | | | Planned | Energy-efficient LED retrofit and new electrical panels |
| R-005 | Rooms | Flooring Replacement | Phase 1 | $900,000 | | | Planned | New carpet and tile flooring throughout all rooms |
| | | | | | | | | |
| H-001 | Hallways | Carpet Replacement | Phase 1 | $350,000 | | | Planned | New carpet throughout all hallways |
| H-002 | Hallways | Wall Covering Update | Phase 1 | $200,000 | | | Planned | Removed wallpaper and painted all hallways. Color to be determined by interior designer. |
| H-003 | Hallways | Lighting Fixture Upgrades | Phase 1 | $80,000 | | | Planned | New wall sconce lighting throughout |
| H-004 | Hallways | Fire Door Upgrades | Phase 1 | $120,000 | | | Planned | Replaced all fire doors |
| | | | | | | | | |
| L-001 | Lobby | Front Desk & Furniture | Phase 1 | $400,000 | | | Planned | Removed old front desk and furniture. New custom front desk and seating area. |
| L-002 | Lobby | Seating Area Furniture | Phase 1 | $150,000 | | | Planned | New lobby furniture. |
| L-003 | Lobby | Flooring & Finishes | Phase 1 | $180,000 | | | Planned | |
| L-004 | Lobby | Lighting & Electrical | Phase 2 | $250,000 | | | Planned | Replaced all lighting fixtures and added new recessed lighting |
| L-005 | Lobby | Elevator Upgrades & Cladding | Phase 2 | $320,000 | | Change in Phase 1 | Planned | Modernized elevator cabs and added new wall cladding |
| | | | | | | | | |
| M-001 | Meeting Rooms | Pool Tile | Phase 1 | $300,000 | | | Planned | New, non-slip flooring |
| M-002 | Meeting Rooms | Playground & Outdoor Area Refresh | Phase 1 | $1,200,000 | | | Planned | Replaced rubber mulch, new play structures, and added shade sails |
| M-003 | Meeting Rooms | Pool Deck Resurfacing | Phase 2 | $1,800,000 | | Increased scope to include new pool heater | Planned | Resurfaced entire pool deck and replaced pool heater |
| M-004 | Meeting Rooms | Pool Furniture & Cabanas | Phase 2 | $600,000 | | | Planned | |
| M-005 | Meeting Rooms | Locker Room Upgrades | Phase 1 | $450,000 | | | Planned | |
| | | | | | | | | |
| S-001 | Gift Shop | Retail Fixtures & Displays | Phase 1 | $200,000 | | | Planned | New custom display fixtures and shelving to maximize retail space |
| S-002 | Gift Shop | POS System Upgrade | Phase 1 | $75,000 | | | Planned | |
| S-003 | Gift Shop | Flooring & Lighting | Phase 1 | $125,000 | | | Planned | |
| S-004 | Gift Shop | Signage & Branding | Phase 1 | $50,000 | | | Planned | |
| | | | | | | | | |
| I-001 | Improvements to Date | | Phase 1 | $850,000 | $850,000 | | Complete | All completed improvements, including HVAC upgrades, roof repairs, and initial lobby renovations |

| CAPEX BY CATEGORY | Phase 1 Budget | Phase 1 Actual | Phase 2 Budget | Phase 2 Actual | Total Total | |
|---|---|---|---|---|---|---|
| Rooms | $3,100,000 | $0 | $4,450,000 | $0 | $7,550,000 | 33.5% |
| Hallways | $630,000 | $0 | $0 | $0 | $630,000 | 2.8% |
| Lobby | $830,000 | $0 | $650,000 | $0 | $1,480,000 | 6.6% |
| Meeting Rooms | $1,500,000 | $0 | $2,400,000 | $0 | $3,900,000 | 17.3% |
| Gift Shop | $425,000 | $0 | $0 | $0 | $425,000 | 1.9% |
| Improvements to Date | $850,000 | $850,000 | $0 | $0 | $850,000 | 3.8% |

| PHASE TOTALS | Phase 1 Budget | Phase 1 Actual | Phase 2 Budget | Phase 2 Actual | |
|---|---|---|---|---|---|
| Total by Phase | $6,735,000 | $850,000 | $7,500,000 | $0 | 33 |
| GRAND TOTAL | $14,235,000 | $850,000 | | | 100% |

| Contingency (10%) | $1,423,500 |
|---|---|
| PROJECT TOTAL | $15,658,500 |

**CITY OF DUBUQUE, IOWA**
**OFFICIAL NOTICE**

PUBLIC NOTICE is hereby given that the Dubuque City Council will conduct a public hearing on the 17th day of August, 2026, at 6:30 p.m., in the Historic Federal Building, 350 W. 6th Street, 2nd floor, Dubuque, Iowa, at which meeting the City Council proposes to take action to approve an Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa and RG HOSPITALITY, LLC, a copy of which is now on file at the Office of the City Clerk, City Hall, 50 W 13th Street, Dubuque, Iowa,.

At the meeting, the City Council will receive oral and written comments from any resident or property owner of said City to the above action. The official agenda will be posted the Friday before the meeting and will contain public input options. The City Council agenda can be accessed at https://cityofdubuque.novusagenda.com/AgendaPublic/ or by contacting the City Clerk's Office at 563-589-4100, ctyclerk@cityofdubuque.org.

Written comments regarding the above public hearings may be submitted to the City Clerk's Office via email at ctyclerk@cityofdubuque.org or by mail to City Clerk's Office, City Hall, 50 W. 13th St., Dubuque, IA 52001, before said time of public hearing. At said time and place of public hearings the City Council will receive any written comments.

Copies of supporting documents for the public hearings are on file in the City Clerk's Office and may be viewed Monday through Friday between 8:00 a.m. and 5:00 p.m.

Individuals with limited English proficiency, vision, hearing, or speech impairments requiring special assistance should contact the City Clerk's Office at (563) 589-4100, TDD (563) 690-6678, ctyclerk@cityofdubuque.org as soon as feasible. Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

Published by order of the City Council given on the 3rd day of August 2026.

Adrienne N. Breitfelder, City Clerk

Prepared by Jill Connors, Economic Development Director, 1300 Main Street, Dubuque, IA 52001, (563) 589-4213
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 AMENDED AND RESTATED LEASE AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND RG HOSPITALITY, LLC FOR REAL PROPERTY IN THE CITY OF DUBUQUE, IOWA

**WHEREAS,** The City of Dubuque, Iowa (City) previously entered into a Lease Agreement dated June 4, 2001, with Platinum Holdings, LLC under which Platinum Holdings, LLC leased the following-described real property in Dubuque County, Iowa:

LOT 1 RIVERWALK 4TH ADD

(the Property); and

**WHEREAS**, the Original Lease Agreement has been assigned to RG HOSPITALITY, LLC (Lessee); and

**WHEREAS**, Lessee and City wish to amend and restate the Lease Agreement with the Amended and Restated Lease Agreement attached hereto; and

**WHEREAS**, the City Council finds that it is in the best interest of the City of Dubuque to approve the Amended and Restated Lease Agreement, subject to the required public hearing.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA, AS FOLLOWS:**

SECTION 1. The City Clerk is hereby authorized and directed to cause this Resolution and a Notice to be published as prescribed by Iowa Code Section 364.7 of a public hearing on the City Council's intent to approve the proposed Amended and Restated Lease Agreement, to be held on the 17th day of August, 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 Amended and Restated Lease Agreement between City of Dubuque and RG HOSPITALITY, LLC.

**SECTION 2.** The City Council will meet at said time and place for the purpose of taking action on the matter of authorizing the Amended and Restated Lease Agreement by and between the City of Dubuque, Iowa and RG HOSPITALITY, LLC.

**SECTION 3.** The City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four days nor more than twenty days before the date of said meeting.

Passed, approved and adopted this 3rd day of August, 2026.

Attest:

Brad M. Cavanagh, Mayor

Adrienne N. Breitfelder, City Clerk

Copyrighted
August 3, 2026

**City of Dubuque**
**City Council**

**BOARDS/COMMISSIONS # 1.**

**ITEM TITLE:** Boards and Commission Application Review

**SUMMARY:** Applicants are invited to address the City Council regarding their desire to serve on the following Boards/Commissions. Applicant appointments will be made at the next City Council meeting.

**Community Development Advisory Commission**
One, 3-Year term through February 15, 2028 (Vacant Low/Moderate Income Rep. term of Jeter)
One, 3-Year term through February 15, 2029 (Vacant At-Large term of Monzena)
Applicants:
Rakitta Fischer, 2409 Jackson St. (Qualifies for At-Large term and Low/Moderate Income Rep. term)
Paul Uzel, 61 North Algona St. (Qualifies for At-Large term)

**Transit Advisory Commission**
Three, 3-Year terms through July 30, 2029 (Expiring terms of Brown, Orwoll, and Serna)
Applicants:
Marilyn Cole, 1321 Tomahawk Dr.
Greg Orwoll, 2635 West 32nd St.
Dora Serna, 2160 Marion St.

**SUGGUESTED DISPOSITION:**

**ATTACHMENTS:**
1. Overview Sheet
2. Details and Openings
3. Community Development Advisory Commission Applicants
4. Transit Advisory Board Applicants

**APPLICATIONS FOR THE CITY OF DUBUQUE**
**BOARDS AND COMMISSIONS**
**For the Council Meeting on,**
**Monday, August 3, 2026**
**6:30 p.m., Historic Federal Building, 350 W. 6th Street**

**APPLICANTS ARE INVITED TO ADDRESS THE COUNCIL REGARDING THEIR APPLICATION FOR APPOINTMENT**

**Community Development Advisory Commission**
One, 3-Year term through February 15, 2028 (Vacant Low/Moderate Income Rep. term of Jeter)
One, 3-Year term through February 15, 2029 (Vacant At-Large term of Monzena)
Applicants:
Rakitta Fischer, 2409 Jackson St. (Qualifies for At-Large term and Low/Moderate Income Rep. term)
Paul Uzel, 61 North Algona St. (Qualifies for At-Large term)

**Transit Advisory Commission**
Three, 3-Year terms through July 30, 2029 (Expiring terms of Brown, Orwoll, and Serna)
Applicants:
Marilyn Cole, 1321 Tomahawk Dr.
Greg Orwoll, 2635 West 32nd St.
Dora Serna, 2160 Marion 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 | 6/30/27 |
| Public Member 3 | Sara | Steuer | 6/30/27 |
| Arts Rep. 1 | Shirley | Davis-Orwoll | 6/30/28 |
| Arts Rep. 2 | Doug | Donald | 6/30/29 |
| Arts Rep. 3 | David | Barba | 6/30/29 |
| Arts Rep. 4 | Gail | Chavenelle | 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 | Rod | Schumacher | 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 | 7/1/29 |
| Public Member 2 | Tasha | Rosenbaum | 7/1/29 |
| 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 | 7/1/29 |
| Public Member 2 | Georgina | Guerrero | 7/1/29 |
| Public Member 3 | Ronald | Tigges | 7/1/29 |
| 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 | Open | Open | 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 | 7/1/29 |
| Cathedral District 1 | Open | Open | 7/1/26 |
| Jackson Park District 1 | Janice | Esser | 7/1/28 |
| Langworthy District 1 | Chad | Witthoeft | 7/1/29 |
| Old Main District 1 | Matthew | Kline | 7/1/27 |
| Public Member 1 | Heidi | Pettitt | 7/1/27 |
| Public Member 2 | Bill | Doyle | 7/1/27 |
| Public Member 3 | Tim | Gau | 7/1/27 |
| West 11th District 1 | Rick | Stuter | 7/1/28 |
| Interim District Rep. 1 | Adam | Schwendinger | NA |

## HOUSING APPEALS AND MEDIATION BOARD

3 - Yr. Term - Meets on Call, 4:30 p.m., Federal Bldg.

| | | | |
|---|---|---|---|
| Public Member 1 | Mary | Gotz | 1/1/27 |
| Public Member 2 | Luke | Hoffmann | 1/1/27 |
| Public Member 3 | Cole | Hansen | 1/1/27 |
| Public Member 4 | Lynn | Sutton | 1/1/27 |
| Public Member 5 | Jeff | Lenhart | 1/1/27 |

## HOUSING COMMISSION

3 Yr. Term - Meets 4th Tues. (Jan, Aril, July, Oct), 4:00 p.m., Fed. Bldg.

| | | | |
|---|---|---|---|
| Public Member 1 | Renee | Kehoe | 8/17/27 |
| Public Member 2 | Ross | Janes | 8/17/27 |
| Public Member 3 | Rick | Merfeld | 8/17/28 |
| Public Member 4 | Open | Open | 8/17/27 |
| Public Member 5 | Cathy | Dickens | 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 Mon.. 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 | Anthony | Allen | 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 | Open | Open | 7/1/29 |
| 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 | Cathy | Dickens | 8/17/27 |
| Public Member 1 | Mark | Ward | 7/1/29 |
| Public Member 2 | Aaron | Higgins | 7/1/29 |
| 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 | 6/30/29 |
| Public Member 2 | Ron | Axtell | 6/30/29 |
| Public Member 3 | Open | Open | 6/30/29 |
| 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 | 6/30/29 |
| 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 | Traci | Phillipson | 7/1/29 |
| Public Member 4 | Lalith | Jayawickrama | 7/1/29 |
| 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 | Open | Open | 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 | Jake | Koch | 7/1/29 |
| Public Member 3 | Kaitlyn | Neises-Mocanu | 7/1/29 |
| Public Member 4 | Open | Open | 7/1/29 |
| 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 C. COMMUNITY DEVELOPMENT ADVISORY COMMISSION

SECTION:

**2-5C-1: Commission Created**

**2-5C-2: Purpose**

**2-5C-3: Internal Organization And Rules**

**2-5C-4: Procedures For Operation**

**2-5C-5: Membership**

**2-5C-6: Oath**

**2-5C-7: Terms**

**2-5C-8: Vacancies**

**2-5C-9: Officers/Organization**

**2-5C-10: Meetings**

**2-5C-11: Compensation**

**2-5C-12: Removal**

**2-5C-13: Powers**

**2-5C-14: Grievance Procedure; Review Standards; Appeal Process**

**2-5C-15: Procedures For Operations**

#### 2-5C-1: COMMISSION CREATED:

There is hereby created the Community Development Advisory Commission. (Ord. 33-19, 7-15-2019)

#### 2-5C-2: PURPOSE:

The purpose of the commission is to provide for citizen participation in the development and evaluation of the City's Community Development Block Grant (CDBG) program. (Ord. 33-19, 7-15-2019)

#### 2-5C-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. 33-19, 7-15-2019)

#### 2-5C-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the City govern the commission in all its operations. (Ord. 33-19, 7-15-2019)

#### 2-5C-5: MEMBERSHIP:

A. Composition: The commission comprises nine (9) residents of the City, appointed by the City Council.

B. Qualifications:

1. Four (4) members must be residents of census tracts and block groups where at least fifty one percent (51%) of the residents are low/moderate income persons as determined by the United States Department of Commerce, Bureau of the Census.

2. Four (4) members must be residents of the community at-large.

3. One member must be appointed by and from the membership of the Housing Commission, with City Council approval. (Ord. 33-19, 7-15-2019; amd. Ord. 29-24, 6-17-2024)

#### 2-5C-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. 33-19, 7-15-2019; amd. Ord. 29-24, 6-17-2024)

**2-5C-7: TERMS:**

The term of office for Commissioners is three (3) years or until such Commissioner's successor is appointed and qualified, provided, however, that the term of the cross-representative appointee from the City of Dubuque Housing Commission must coincide with their term on the Housing Commission. (Ord. 33-19, 7-15-2019)

**2-5C-8: VACANCIES:**

Vacancies must be filled in the same manner as original appointments. (Ord. 33-19, 7-15-2019)

**2-5C-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. 33-19, 7-15-2019)

**2-5C-10: MEETINGS:**

A. Regular Meetings: The commission must meet monthly.

B. Special Meetings: Special meetings may be called by the Chairperson or at the written request of a majority of the Commissioners.

C. Open Meetings: All meetings must be called and held in conformance with the Iowa Open Meetings Law.

D. Attendance:

1. In the event a Commissioner has been absent for three (3) or more consecutive meetings of the commission, without being excused by the Chairperson, such absence will be grounds for the commission to recommend to the City Council that the position be declared vacant and a replacement appointed.

2. Attendance must be entered upon the minutes of all meetings.

E. Minutes: A copy of the minutes of all regular and special meetings of the commission must be filed with the City Council within ten (10) working days after approval by the commission, or by the next regularly scheduled City Council meeting, whichever is later.

F. Quorum: Five (5) Commissioners constitute a quorum for the transaction of business. The affirmative vote of a majority of the Commissioners present and voting is necessary for the adoption of any motion or resolution. (Ord. 33-19, 7-15-2019; amd. Ord. 29-24, 6-17-2024)

**2-5C-11: COMPENSATION:**

Commissioners serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official commission business within the limits established in the City administrative policies budget. (Ord. 33-19, 7-15-2019)

**2-5C-12: REMOVAL:**

Except as provided in subsection 2-5C-10D1 of this article, the City Council may remove any Commissioner for good cause. (Ord. 33-19, 7-15-2019)

**2-5C-13: POWERS:**

The commission has the following powers, duties, and responsibilities:

A. To conduct public hearings in accordance with the minimum standards established in the CDBG program's Citizen Participation Plan to ensure meaningful citizen input in the planning, implementation, and assessment of the CDBG program;

B. To provide for and encourage the participation of low/moderate income persons who reside in designated areas of slum and blight and residents of low/moderate income neighborhoods, as defined by the City Council, in the planning, implementation, and assessment of the CDBG program;

C. To identify community development needs, particularly the needs of persons of low/moderate income;

D. To serve in an advisory role upon the request of the City Council in policy decisions regarding funding priorities and program development and implementation;

E. To monitor and evaluate program activities to advise whether identified community development objectives have been met;

F. To undertake public information efforts to educate the citizenry of the availability of CDBG funded programs and to provide for a greater understanding of the City's community development efforts;

G. To assist in the preparation of the statement of community development objectives, assess needs, priorities, and projected use of funds, amendments thereto, and required reports, including but not limited to, the Annual Action Plan, Consolidated Annual Performance and Evaluation Report, and the five-year Consolidated Plan;

H. To serve in an advisory role to the City Manager in the review of complaints and grievances received in accordance with the procedures established in this Code; and,

I. To support, upon request, the efforts of the City Council and other City commissions in the assessment of the general development needs of the community. (Ord. 33-19, 7-15-2019)

#### 2-5C-14: GRIEVANCE PROCEDURE; REVIEW STANDARDS; APPEAL PROCESS:

The grievance procedure for the CDBG program is as follows:

A. Any aggrieved person may file a grievance with the City Manager.

B. Grievances must contain a concise statement of the grievance and an explanation of the action desired.

C. The City Manager must forward the grievance to the commission within seven (7) business days of its receipt.

D. The commission, within fifteen (15) working days of the receipt of the grievance, must set a time for a hearing. The complainant must be notified in writing of the time and place of the hearing. If a grievance is resolved prior to the date of the hearing, the aggrieved party must request in writing that the grievance be withdrawn.

E. The commission must conduct a hearing to review the grievance. The grievant may appear in person, by agent, or by attorney. All persons wishing to appear before the commission have an opportunity to be heard regarding the grievance. Minutes must be kept of the proceedings of the hearing.

F. The commission must forward its recommendation, in writing, to the City Manager within ten (10) business days following the hearing.

G. The City Manager must receive and review the recommendation of the commission and respond to the grievant within ten (10) business days of the receipt of the recommendation. The commission must be advised of the action of the City Manager.

H. The recommendations of the commission must comply with the regulations established by the U.S. Department of Housing and Urban Development for the CDBG program under title I of the Housing and Community Development Act of 1974 and this Code.

I. If the grievant is unsatisfied with the response of the City Manager, an appeal may be filed with the City Clerk. The appeal must be forwarded by the City Clerk to the City Council. The City Council may, at its discretion, hold a hearing to consider the concerns of the grievant.

J. Upon review of the appeal, the City Council must:

1. Accept the response of the City Manager;

2. Modify the response of the City Manager; or,

3. Return the grievance to the City Manager for further review.

If the outcome of such appeal is unsatisfactory, the complainant may file a written appeal with the U.S. Department of Housing and Urban Development. (Ord. 33-19, 7-15-2019)

#### 2-5C-15: PROCEDURES FOR OPERATIONS:

The commission must operate in accordance with the standards and procedures set forth in the City's CDBG program's Citizen Participation Plan. (Ord. 33-19, 7-15-2019)

**From:** noreply@civicplus.com
**To:** Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Madeline Haverland; Mary Bridget Corken Deutsch;
**Subject:** Online Form Submittal: Board/Commission Application Form
**Sent:** 7/25/2026 1:44:24 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: | Community Development Advisory Commission |
| Please identify which opening on the Community Development Advisory Commission your qualifications represent: | Low to Moderate Income Area Representative |
| Name: | Rakitta Fischer ( Rayven ) |
| Pronunciation: | Ruh-key-tuh |
| Street Address: You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission. | 2409 Jackson St |
| Zip Code: | 52001 |
| Preferred Phone Number: | 3163394523 |
| Email Address(es): | rayvenrakitta@outlook.com |
| How did you hear about City of Dubuque Boards and Commission? | Other: |
| If other, please specify: | Corinne Rothblum |

| | |
|---|---|
| Have you participated in the City of Dubuque City Life Program Life program? | No |
| If so, when? | *Field not completed.* |
| Are you currently serving on other Boards, Commissions, or Committees? | No |
| If yes, which? | *Field not completed.* |
| Have you served on a Board, Commission, or Committee before? | No |
| If yes, which? | *Field not completed.* |
| Why are you interested in applying for this Board or Commission? | Would like to be more involved in the community of Dubuque, sharing aspects of diversity and experience from a newcomers perspective. |
| Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission? | I have volunteered with a program in Kansas that encases youth advocacy. |
| List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.)) | Temwa Phiri - community engagement - (517) 505-2776<br>Ben Fern - Previous coworker - (563) 495-0519 |

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): | Rakitta Fischer |
| Date: | 7/25/2026 |

Email not displaying correctly? View it in your browser.

# CITY OF DUBUQUE
# BOARD & COMMISSION APPLICATION
# AUTHORIZATION FOR RELEASE OF INFORMATION

I, Rakitta Fischer, voluntarily authorize the release and exchange of timely and relevant information among the City of Dubuque Housing and the City Council for the limited purposes of determining eligibility for certain positions on City of Dubuque Boards & Commissions which require either:

1) Income qualified individuals or

2) A Housing Choice Voucher Participant be appointed.

3) No Property owner or landlord accepting Housing Choice Vouchers be appointed.

This authorization extends through the expiration date listed below.

This information has been disclosed to you from records whose confidentiality may be protected by federal and state law. If the records are so protected, Federal Regulation (42 CFR-Part 2) and Chapter 228 Code of Iowa prohibits you from making further disclosure of it without specific written consent of the person to who it pertains, or as otherwise permitted by such regulations.

In signing this authorization, I understand the shared/released information will be held in STRICT CONFIDENCE.

- I understand that I may revoke this consent at any time.
- A photocopy or exact reproduction of this authorization form shall have the same force and effect as the original document.
- This consent will expire on: 7/30/2027

Rakitta Fischer
Signature

7/30/2026
Date

Witness

Date

*To those receiving information under this authorization:* This information disclosed to you is protected by state and federal law. You are not authorized to release it to any agency or person not listed on this form without specific written consent of the person to whom it pertains unless authorized by other laws.

**From:** noreply@civicplus.com
**To:** Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Madeline Haverland; Mary Bridget Corken Deutsch;
**Subject:** Online Form Submittal: Board/Commission Application Form
**Sent:** 7/7/2026 7:59:46 PM

This sender is trusted.

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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: | Community Development Advisory Commission |
| Please identify which opening on the Community Development Advisory Commission your qualifications represent: | At-Large |
| Name: | Paul Uzel |
| Pronunciation: | Paul yoo-ZEHL |
| Street Address: You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission. | 61 N. Algona St. |
| Zip Code: | 52001-5602 |
| Preferred Phone Number: | 3192968747 |
| Email Address(es): | uzeldansen@gmail.com |
| How did you hear about City of Dubuque Boards and Commission? | Through a Friend, Other: |
| If other, please specify: | 1st it was suggested to me by a friend to apply. |

| | |
|---|---|
| | 2nd I received an email for the position for which I am applying. |
| Have you participated in the City of Dubuque City Life Program Life program? | Yes |
| If so, when? | A couple of times some years ago |
| 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 Committee before? | No |
| If yes, which? | *Field not completed.* |
| Why are you interested in applying for this Board or Commission? | Civic duty, keen interest in community and neighborhood development |
| Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission? | I have experience in community development as a community resident as well as a pastor in community churches. My first ordained call was to a small Presbyterian church in the near NW side of Cedar Rapids a church which addressed its mission by fostering the Olivet Neighborhood Mission, then a major contributor in the social concerns and needs of the entire city. I built upon my prior work and experiences as a social worker, correctional services pretrial probation worker among other such. In ministry I continued in this direction even if I found myself in a small town pulpit. Ending full-time ministry in Waterloo we retired in 2015, moving back to Dubuque just a block from where we lived just south of UDTS.<br>I also am interested in developing a neighborhood association in my own neighborhood. |
| List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.)) | Steven Drahozal 563-542-4011, friend<br>Rev. Stephanie Ells, colleague and friend 563-583-1729<br>Tom Stovall, friend 563-581-7220 |

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): | Paul Uzel |
| Date: | 7/7/2026 |

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# TITLE 5

# TRANSIT SYSTEM

# CHAPTER 1

# TRANSIT ADVISORY BOARD

SECTION:

**5-1-1: Board Created**

**5-1-2: Purpose**

**5-1-3: Internal Organization And Rules**

**5-1-4: Procedures For Operation**

**5-1-5: Membership**

**5-1-6: Oath**

**5-1-7: Terms**

**5-1-8: Vacancies**

**5-1-9: Officers; Organization**

**5-1-10: Meetings**

**5-1-11: Compensation**

**5-1-12: Removal**

**5-1-13: Powers**

**5-1-14: Fare Increase Or Reduction In Service, Procedure**

#### 5-1-1: BOARD CREATED:

There is hereby created the Transit Advisory Board. (Ord. 50-14, 7-21-2014)

#### 5-1-2: PURPOSE:

The purpose of the board is to recommend the establishment of routes, schedules, and changes in fare structure and/or rates. (Ord. 50-14, 7-21-2014)

#### 5-1-3: INTERNAL ORGANIZATION AND RULES:

The board may adopt rules and regulations to govern its organizational procedures as may be necessary and which are not in conflict with this Code or the Iowa Code. (Ord. 50-14, 7-21-2014)

#### 5-1-4: PROCEDURES FOR OPERATION:

All administrative, personnel, accounting, budgetary, and procurement policies of the City govern the board in all its operations. (Ord. 50-14, 7-21-2014)

#### 5-1-5: MEMBERSHIP:

The board comprises five (5) residents of the City, appointed by the City Council. (Ord. 50-14, 7-21-2014)

#### 5-1-6: OATH:

Each person, upon appointment to the board, must execute an oath of office at the first meeting of the board following the appointment or at the City Clerk's Office any time prior to the first meeting of the board. (Ord. 50-14, 7-21-2014; amd. Ord.

39-24, 6-17-2024)

#### 5-1-7: TERMS:

The term of office for members of the board is three (3) years or until such member's successor is appointed and qualified. (Ord. 50-14, 7-21-2014)

#### 5-1-8: VACANCIES:

Vacancies must be filled in the same manner as original appointments. (Ord. 50-14, 7-21-2014)

#### 5-1-9: OFFICERS; ORGANIZATION:

The board must choose annually a Chairperson and Vice Chairperson, each to serve a term of one year. The Chairperson must appoint a Secretary, who need not be a member of the board. The board must fill a vacancy among its officers for the remainder of the officer's unexpired term. (Ord. 50-14, 7-21-2014)

#### 5-1-10: MEETINGS:

A. Regular Meetings: The board will meet bimonthly, September through May, meeting no less than four (4) times per year.

B. Special Meetings: Special meetings may be called by the Chairperson or at the written request of a majority of the members.

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 member of the board has been absent for three (3) or more consecutive meetings of the board, without being excused by the Chairperson, such absence will be grounds for the board to recommend to the City Council that the position be declared vacant and a replacement appointed.

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 board must be filed with the City Council within ten (10) working days after approval by the board, or by the next regularly scheduled City Council meeting, whichever is later.

F. Quorum: Three (3) members of the board constitute a quorum for the transaction of business. The affirmative vote of a majority of the members present and voting is necessary for the adoption of any motion or resolution. (Ord. 11-18, 3-19-2018; amd. Ord. 39-24, 6-17-2024)

#### 5-1-11: COMPENSATION:

Members serve without compensation, provided that they may receive reimbursement for necessary travel and other expenses while on official board business within the limits established in the City administrative policies and budget. (Ord. 50-14, 7-21-2014)

#### 5-1-12: REMOVAL:

Except as provided in subsection 5-1-10D1 of this chapter, the City Council may remove any member for good cause. (Ord. 32-15, 5-18-2015)

#### 5-1-13: POWERS:

The board has the following powers, duties, and responsibilities:

A. Advise the City Council on executing agreements and grants relating to the transit system operation and the purchase of new equipment.

B. Advise the City Council on rates, fares, or charges for the transportation of passengers and any incidental services and the rates or charges to be made for advertising in buses or any other facility. (Ord. 50-14, 7-21-2014)

#### 5-1-14: FARE INCREASE OR REDUCTION IN SERVICE, PROCEDURE:

A. Definitions: The following words and phrases, when used in this title shall, for the purpose of this title, have the meanings respectively ascribed to them in this section:

SUBSTANTIAL REDUCTION IN SERVICE: 1. Routes: Elimination of a route;

2. Service Hours: Reduction of ten percent (10%) of service hours of a route;

3. Service Miles: Reduction of ten percent (10%) of service miles of a route; and/or

4. Bus Stops: Elimination of one or more stops on a route that would result in a greater than one-fourth (1/4) mile walking distance between bus stops.

B. Public Hearing: Prior to the adoption of any fare increase or a substantial reduction in service by the City Council, the City Council must set a time and place for public hearing on such proposed fare increase or reduction in service, and must cause a notice of the time and place of such hearing to be published in a newspaper of general circulation in the City not less than four (4) nor more than twenty (20) days prior to such hearing. All notices must comply with all Federal, State, and local regulations.

C. Contents Of Notice: The notice must state the time and place of hearing, include a summary of the proposed fare increase or reduction in service level, indicate who the increase or reduction will affect, indicate the date the increase or reduction will take effect, and request that interested persons comment, in writing filed with the City Clerk prior to the time of the public hearing or in person at the public hearing, on the proposed increase or reduction. The notice must also state that any comments submitted will be considered by the City Council, and that following the public hearing, the City Council will act to adopt, modify or reject the proposed fare increase or reduction in service. All notices must comply with all Federal, State, and local regulations. (Ord. 60-14, 10-6-2014)

**From:** noreply@civicplus.com
**To:** Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Ryan Knuckey;
**Subject:** Online Form Submittal: Board/Commission Application Form
**Sent:** 7/24/2026 6:41:57 AM

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## Board/Commission Application Form

This application is a public document and as such can be reproduced and distributed for the public. Specific attention should be directed to the possible conflict of interest. For further clarification, if a situation arises, contact the City Clerk's Office or the City Attorney's Office. The City Clerk's Office, City Hall, 50 West 13th Street, Dubuque, IA. accepts applications for any Board and or Commission at any time. Applications stay active for one year from the date of receipt.
General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque
- 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: | Transit Advisory Board |
| Name: | Dora Serna |
| 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. | 2160 Marion Street |
| Zip Code: | 52003 |
| Preferred Phone Number: | (563)581-3391 |
| Email Address(es): | dorita_serna@msn.com |
| How did you hear about City of Dubuque Boards and Commission? | Through a Friend |
| If other, please specify: | *Field not completed.* |
| Have you participated in the City of Dubuque City Life Program Life program? | No |
| If so, when? | *Field not completed.* |

| | |
|---|---|
| Are you currently serving on other Boards, Commissions, or Committees? | No |
| If yes, which? | *Field not completed.* |
| Have you served on a Board, Commission, or Committee before? | Yes |
| If yes, which? | Transit Advisory Board |
| Why are you interested in applying for this Board or Commission? | I am applying for the transit board because reliable public transportation is the lifeline of our community's economic and social health. I was a rider, and I sow how route efficiency and scheduling impact local workers, students, and seniors. I want to be able to participate in a system that grows safely and accessibly for every neighborhood. |
| Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission? | My degree in economy gave me the foundation and hands-on experience in budgeting, strategic planning and community engagement. Outside of work, I volunteer in many organizations around the city. Together, these professional, volunteer, and educational experiences have prepared me to listen well, review data objectively, and serve effective in the Transit Advisory Board |
| List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.)) | Hannah Porcic, co-worker 563-542-6240<br>Corine Murray, Mentor 563-542-1226 |

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): | Dora Serna B |
| Date: | 07/24/2026 |

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**From:** noreply@civicplus.com
**To:** Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Ryan Knuckey;
**Subject:** Online Form Submittal: Board/Commission Application Form
**Sent:** 6/29/2026 5:41:23 PM

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# Board/Commission Application Form

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General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque
- 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: | Transit Advisory Board |
| Name: | Greg Orwoll |
| Pronunciation: | Greg Orwoll |
| Street Address: You must live within the Dubuque city limits to apply/serve on a City of Dubuque board or commission. | 2635 W 32nd St |
| Zip Code: | 52001 |
| Preferred Phone Number: | 5635649156 |
| Email Address(es): | greg@duridedbq.com |
| How did you hear about City of Dubuque Boards and Commission? | Other: |
| If other, please specify: | Conversations with city staff, and others |
| Have you participated in the City of Dubuque City Life Program Life program? | No |
| If so, when? | *Field not completed.* |

| | |
|---|---|
| Are you currently serving on other Boards, Commissions, or Committees? | Yes |
| If yes, which? | Transit Advisory Board |
| Have you served on a Board, Commission, or Committee before? | Yes |
| If yes, which? | Transit is my first one |
| Why are you interested in applying for this Board or Commission? | I am in a fairly unique position with my job as Executive Director of DuRide, and with my contacts and experience in transit in general, including equipment and mechanical understanding.<br><br>The experience I have gained thus far in my time on the Transit Advisory Board has broadened my understanding of so many things relative to our local transportation systems, and I wish to continue to contribute and learn. |
| Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission? | I was responsible for the transportation needs of the Colts programs for 30 years, including knowing how to operate all the equipment. I even have Class A and Class B CDL, with airbrake, passenger, and combination vehicles endorsements.<br><br>Since 2012 I have been the executive director of DuRide, which provides transportation for seniors 65 and older who lack the transportation options they need in order to remain independent and empowered. |
| List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.)) | Ric Jones, 563-556-3490, friend and non-profit shared work<br>Roy Buel, 563-564-5455, friend and fellow volunteer organizer |

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): | Greg Orwoll |
| Date: | 6-30-26 |

Email not displaying correctly? View it in your browser.

**From:** noreply@civicplus.com
**To:** Adrienne Breitfelder; Trish Gleason; Temwa Phiri; Ryan Knuckey;
**Subject:** Online Form Submittal: Board/Commission Application Form
**Sent:** 8/21/2025 12:39:37 PM

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## Board/Commission Application Form

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General Eligibility Requirements for All Boards and Commissions

- Residency within the corporate city limits
- Minimum age of 18
- Can not be employed by the City of Dubuque

NOTE: Additional requirements may apply to certain boards and commissions. Please refer to the specific Board or Commission details for more information

Please complete the online application and separate optional demographic information below

Personal Information

| | |
|---|---|
| Select the Board, Commission, or Committee applying for: | Transit Advisory Board |
| Name: | Marilyn S Cole |
| 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. | 1321 Tomahawk Dr |
| Zip Code: | 52003 |
| Preferred Phone Number: | 4253438526 |
| Email Address(es): | marilynscole@gmail.com |
| How did you hear about City of Dubuque Boards and Commission? | City of Dubuque Website |
| If other, please specify: | *Field not completed.* |
| Have you participated in the City of Dubuque City Life Program Life program? | No |
| If so, when? | *Field not completed.* |
| Are you currently serving on other Boards, Commissions, | No |

| | |
|---|---|
| or Committees? | |
| If yes, which? | *Field not completed.* |
| Have you served on a Board, Commission, or Committee before? | No |
| If yes, which? | *Field not completed.* |
| Why are you interested in applying for this Board or Commission? | I moved to Dubuque in March 2024, and believe that it is my responsibility to contribute to the community. There are many ways in Dubuque to connect and when I saw that there were openings on the TAB, I thought my background and experience might be of use. I am a staunch believer in public transit. |
| Describe your experiences (professional, personal, or volunteer), skills, and /or education that have prepared you for service on this Board or Commission? | Since 2005, I have worked with public transit agencies and community-based non-profit organizations on programs that provide transportation for seniors and persons with disabilities. My experience includes managing ADA paratransit eligibility offices in Honolulu, Boston and Portland, OR, as well as training staff in Everett, WA, Modesto, CA, Chicago, Atlanta, and other locations. I have helped develop travel training and volunteer driver programs, creating systems, training materials, reports. |
| Share your experience working in diverse environments: | Working with agencies in small towns to large cities, I have had the opportunity to hire, train and work with people with different backgrounds, experiences, cultures, and physical abilities. Building a cohesive, inclusive team has been a priority for me. Equally important is serving diverse clients whose needs for assistance are different. |
| List two professional references: (Examples: employer, coworker, client, vendor, mentor, volunteer organizer, etc.)) | Pam Helmer - Ruhl and Ruhl Local Realtor/Friend 563-213-2636<br><br>Philip McGuire - Colleague/Mentor on transit projects for past 20 years 707-318-3646 |

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): | Marilyn S Cole |
| Date: | 8/21/25 |

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August 3, 2026

**City of Dubuque**
**City Council**

**PUBLIC HEARINGS # 1.**

| | |
|---|---|
| **ITEM TITLE:** | Communications Facility License Agreement: NCWPCS MPL 29 - Year Sites Tower Holdings LLC (Louis Murphy Park Cell Tower) |
| **SUMMARY:** | Proof of publication on notice of public hearing to consider City Council adopt a resolution approving the Communications Facility License Agreement with NCWPCS MPL 29 –Year Sites Tower Holdings LLC, and City Manager recommending approval.<br>**RESOLUTION** Approving The Communications Facility License Agreement By And Between The City Of Dubuque And NCWPCS MPL 29 – Year Sites Tower Holdings LLC For Real Property Located In The City Of Dubuque, Iowa |
| **SUGGUESTED DISPOSITION:** | Receive and File; Adopt Resolution(s) |

**ATTACHMENTS:**

1. MVM Memo Communications Facility License Agreement NCWPCS MPL 29 – Year Sites Tower Holdings LLC (Louis Murphy Park Cell Tower)
2. Staff Memo_Louis Murphy Park Cell Tower_07-08-2026
3. Resolution Approving Communications Facility Agreement_07-08-2026
4. Communications Facility License Agreement_NCWPCS MPL 29 0 Years Sites Tower Holdings LLC - 1700 S. Grandview Ave.

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:** Communications Facility License Agreement: NCWPCS MPL 29 – Year Sites Tower Holdings LLC (Louis Murphy Park Cell Tower)

**DATE:** July 27, 2026

Senior Counsel Barry Lindahl is recommending City Council adopt a resolution approving the Communications Facility License Agreement with NCWPCS MPL 29 – Year Sites Tower Holdings LLC.

Material terms in the new agreement include the following:

- New license agreement format
- Proposed Rent: $40,000 plus CPI but not to exceed 5%
  - Current Rent: $29,315.94 plus 3.5% or CPI
- 5-year term commencing October 10, 2026; 4 5-year extensions
- Colocation fee is 50% of colocation revenue, 25% for existing Verizon fee
- Updated bond and insurance requirements

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

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Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

**BARRY A. LINDAHL, ESQ.**
**SENIOR COUNSEL**

**MEMO**

**TO:** Michael C. Van Milligen
City Manager

**DATE:** August 3, 2026

**RE:** Communications Facility License Agreement: NCWPCS MPL 29 – Year Sites Tower Holdings LLC (Louis Murphy Park Cell Tower)

Attached is a resolution approving the Communications Facility License Agreement by and between the City of Dubuque and NCWPCS MPL 29 – Year Sites Tower Holdings LLC.

In 2001, the City of Dubuque leased property in Louis Murphy Park to Telecorp Realty, L.L.C. for the construction and installation of a cellular radio-communications antennae facility. The site now includes ground space and access easements, a 190' monopole wireless communications tower, 12 panel antennae located on the tower and related cables, and equipment cabinets. See attached photos. The lease with extensions expires October 29, 2026.

AT&T acquired Telecorp Realty, L.L.C. in 2001. The lease was eventually assigned to NCWPCS MPL 29 – Year Sites Tower Holdings LLC and is managed and operated by CCATT LLC, a subsidiary of Crown Castle International.

The City of Dubuque has a number of cell tower leases. See Attachment. Many of the leases date back to the early 2000s and were often on terms drafted by and favorable to the cell companies.

We retained the services of the law firm of Best Best and Krieger, a nationally recognized consulting firm for cell tower agreements. We were particularly interested in the current market rate for cell tower agreements. We discovered that our cell tower leases were generating less than market rate lease payments.

Based on discussions with the consultant, we also concluded that any new cell tower agreements should be license agreements rather than leases. The consultant provided a

draft of a Communications Facility License Agreement which we now intend to use for new cell towers and renewals.

This was the first opportunity to implement the new Communications Facility License Agreement with the lessee of the Louis Murphy Park cell tower: NCWPCS MPL 29 – Year Sites Tower Holdings LLC.

Material terms in the new agreement include the following:

- New license agreement format
- Proposed Rent: $40,000 plus CPI but not to exceed 5%
  - Current Rent: $29,315.94 plus 3.5% or CPI
- 5-year term commencing October 10, 2026; 4 5-year extensions
- Colocation fee is 50% of colocation revenue, 25% for existing Verizon fee
- Updated bond and insurance requirements

I recommend that the attached Resolution approving the Communications Facility License Agreement with NCWPCS MPL 29 – Year Sites Tower Holdings LLC be submitted to the City Council for consideration and adoption.

cc: Crenna Brumwell, City Attorney
Jim Bousley, Project Manager

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

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

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SUITE 330, HARBOR VIEW PLACE, 300 MAIN STREET DUBUQUE, IA 52001-6944
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SUITE 330, HARBOR VIEW PLACE, 300 MAIN STREET DUBUQUE, IA 52001-6944
TELEPHONE (563) 583-4113 / FAX (563) 583-1040 / EMAIL tsteckle@cityofdubuque.org

| CELL TOWER LIST | | | |
|---|---|---|---|
| **Address:** | **Lessee:** | **Start Date:** | **Expiration Date:** |
| **3rd Street Water Tower** | | | |
| 1525 W. 3rd | AT&T | 5/21/2001 | 6/13/2041 |
| 1575 W. 3rd | T-Mobile | 9/8/1999 | 9/30/2029 |
| 1575 W. 3rd | Comelec Internet Services, LLC | 10/27/2021 | 2036 |
| 1574 W. 3rd | Dubuque Cellular Telephone L.P. d/b/a United States Cellular Wireless Communications | 2/1/1999 | 1/31/2034 |
| **Murphy Park** | | | |
| 1700 S. Grandview | NCWPCS MPL 29 | 8/2/2001 | 8/2/2026 |
| **Pennsylvania Avenue Water Tower** | | | |
| 4136 Pennsylvania Ave. | T-Mobile Central LLC | 2/18/2008 | 2038 |
| **Madison Park** | | | |
| 1824 N. Main Street | GrainComm III | 4/23/2008 | 2038 |
| | | | |

Prepared by Barry A. Lindahl, Senior Counsel, 300 Main St., Ste 330, Dubuque, IA 52001, (563) 589-4113
Return to Barry A. Lindahl, Senior Counsel, 300 Main St., Ste 330, Dubuque, IA 52001, (563) 589-4113

**RESOLUTION NO. ____-26**

**APPROVING THE COMMUNICATIONS FACILITY LICENSE AGREEMENT BY AND BETWEEN THE CITY OF DUBUQUE AND NCWPCS MPL 29 – YEAR SITES TOWER HOLDINGS LLC FOR REAL PROPERTY LOCATED IN THE CITY OF DUBUQUE, IOWA**

**WHEREAS,** the City of Dubuque, Iowa (City) has tentatively entered into a Communications Facility License Agreement with NCWPCS MPL 29 – Year Sites Tower Holdings LLC (the License Agreement), subject to City Council approval, under which NCWPCS MPL 29 – Year Sites Tower Holdings LLC will be granted a license for following-described real property on in Dubuque County, Iowa (the Property):

Lots 10, 11, 12 and 13 of Rowan's Addition in the City of Dubuque, Iowa, according to the recorded plat thereof

Locally known as 1700 South Grandview Ave., Dubuque, Iowa 52003

; and

**WHEREAS,** pursuant to published notice, a public hearing was held on August 3, 2026 on the proposed License Agreement; and

**WHEREAS,** the City Council finds that it is in the best interest of the City of Dubuque to approve the License Agreement.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA, AS FOLLOWS:**

**SECTION 1.** The Communications Facility License Agreement with NCWPCS MPL 29 – Year Sites Tower Holdings LLC is hereby approved.

**SECTION 2.** The City Manager is hereby authorized and directed to sign the License Agreement on behalf of the City of Dubuque.

Passed, approved and adopted this _____ day of _____, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

# CITY OF DUBUQUE
# COMMUNICATIONS FACILITY LICENSE AGREEMENT

## (NCWPCS MPL 29 - Year Sites Tower Holdings LLC – 1700 South Grandview Ave, Dubuque, IA 52003)

THIS LICENSE AGREEMENT ("License") is dated and made effective as of the date of the last party to sign, by and between the **City of Dubuque**, an Iowa municipal corporation with its principal offices located at 50 W. 13th Street, Dubuque, IA 52001 ("City"), and **NCWPCS MPL 29 - Year Sites Tower Holdings LLC**, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its attorney in fact, with a mailing address of 2000 Corporate Drive, Canonsburg, PA 15317 ("Licensee"). City and Licensee are sometimes referred to in this License Agreement individually as a "Party" or jointly as "Parties." The term "License" used in herein means this License Agreement and any amendments to this License Agreement as may be executed between the Parties in accordance with the terms herein.

Licensor and Licensee are parties to that certain Telecommunications & Ground Space Lease dated August 2, 2001 (the "Original Agreement"), whereby Licensee leases the Licensed Area (defined below) from City. City and Licensee desire to replace the Original Agreement with this License upon expiration of the Original Agreement on October 9, 2026.

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

## LICENSE

**Section 1.** Subject to the terms and conditions hereinafter set forth, City grants Licensee a license to install, operate and maintain its Communications Facility, as particularly described in **Exhibit B** hereto, on a portion or portions of that certain real property owned by the City located at 1700 South Grandview Avenue, Dubuque, IA 52003 and as legally described in **Exhibit A** attached hereto ("Property") as designated and approved by City. The site plan attached as **Exhibit C** depicts the specific dimensions, appearance, equipment, including generators, and approved location of the Communications Facility on the Property to be used by Licensee under this License ("Licensed Area"). The Licensed Area includes (i) approximately **six thousand eight hundred seventy-four (6,874)** square feet of designated surface ground space and **one hundred ninety (190) feet above ground**; and (iii) access and utility routes all as depicted in **Exhibit C**. Notwithstanding City's approval of Licensee's use of the Licensed Area or the Property, nothing in this License may be deemed to grant, convey, create, or vest in Licensee a real property ownership interest in land. The term "Communications Facility" as used in this License shall include all antennas, facilities, structures, foundations, pads, cables, conduits and equipment and utilities that Licensee erects, installs and/or uses on or under the Property, as authorized and listed in **Exhibit B**, as may be modified from time to time in accordance with this License.

All Parties acknowledge that City, in executing this License, is acting only in its proprietary capacity as the owner of the Property and Licensed Area, and not in any regulatory fashion. Licensee shall not consider this License as approval of any applicable permits, licenses or other governmental approvals required for the construction or operation needed for the use described herein.

**Section 2. Access License.** Licensee shall have the right of non-exclusive ingress and egress to the Licensed Area, seven (7) days a week, twenty-four (24) hours a day, via foot or motor vehicle via the access area delineated as such in **Exhibit C**, in order to install, operate, and maintain the Communications Facility, subject to the limitations set forth below. Prior to accessing the Licensed Area, Licensee shall provide both written notice to the City Manager by email to ctymgr@cityofdubuque.org, and by phone at (563) 589-4110 at least twenty-four (24) hours in advance, except in the event of a bone fide emergency affecting the health, safety, and welfare of the Property's occupants or the operational integrity of the Communications Facility, in which case Licensee shall provide notice to City as soon as reasonably possible after such emergency access. All access to the Licensed Area by Licensee shall be subject in each instance to all permits, ordinances, as well as any local, state, and federal laws ("Laws") in addition to this License. City shall keep the street access to the Licensed Area reasonably clear of snow and ice as soon as reasonably practicable after each snowfall. Further, when City's access to a site is established through an access easement over third party property to the Property ("Access Easement"), nothing herein shall be deemed to be a representation or warranty by City that its interest or other rights to use the Access Easement is sufficient to permit its use for Licensee's purposes, and Licensee shall be deemed to gain only those rights to use as are properly in City and as City may have the undisputed right and power to give Licensee. Licensee assumes the risk of any challenge, claim, litigation or damage, asserted in connection with Licensee's use of the Access Easement for ingress and egress to the Property and releases City from any and all responsibility, claim, damage, related to or in connection with Licensee's use of the Access Easement, except to the extent such challenge, claim, litigation or damage is caused by willful misconduct of City or person(s) acting under City. If City's continued use of the Access Easement is challenged or threatened in any way by Licensee's use of the Access Easement, upon notice from City, Licensee shall cease ingress and egress to the Property until such time as the challenge or threat to City's continued use of the Access Easement is resolved which may require Licensee to obtain any necessary approvals, licenses or easements from the third-party property owner at its sole cost and expense.

**Section 3. Permitted Use.** Licensee may transmit and receive communication signals and install, operate and maintain the Communications Facility in the Licensed Area in accordance with the site plan and dimension sketch of the Communications Facility in **Exhibit C** hereto. Licensee may remove, repair or perform like-for-like replacements of its Communications Facility without City's prior consent, subject to the access rules in this License and provided such like-for-like replacements consist only of swapping out of equipment and/or antennas of the same or substantially similar size, dimensions, shape, and color. Licensee may not install any other

facilities or equipment of any kind that is not otherwise described in **Exhibit B** and depicted on **Exhibit C** or otherwise intensify, expand, or alter its use of the site or the Communications Facility without City's prior written consent which shall not be unreasonably withheld, conditioned or delayed. Licensee acknowledges that the primary purpose of the Property is to serve as a valuable asset to the community of Dubuque and the City itself, and Licensee's use of the Property shall be subject to City's paramount rights ("Paramount Rights") to use the Property for any and all current and future uses necessary for City's municipal needs. If City determines that Licensee is physically interfering with such use, City shall notify Licensee and Licensee shall cease such physical interference within twenty-four (24) hours; provided that the rights granted to Licensee by this License, and Licensee's exercise of any rights granted by this License, shall not be deemed physical interference. In case of an emergency, City may take steps to eliminate such physical interference without prior notice to Licensee and Licensee shall reimburse City for any and all reasonable costs incurred to eliminate such physical interference within thirty (30) days following receipt of an invoice together with invoices and receipts documenting such costs.

**Section 3.1** Any required permits or approvals for the Communication Facility shall be obtained and/or maintained by Licensee at Licensee's sole expense. Furthermore, it is understood and agreed that Licensee obtained, prior to construction of Communication Facility, all of the certificates, permits, authorizations, and other approvals required by any federal, state, or local authorities (collectively, the "Governmental Approvals"; individually, a "Governmental Approval"). All Parties acknowledge that the City executes this agreement solely as the landlord for the property, not as a regulatory authority. City agrees to reasonably cooperate with Licensee in obtaining and maintaining, at Licensee's expense (including reimbursement of City's reasonable attorney and administrative fees, if any), any Governmental Approvals required for, or substantially required by, Licensee's use of the Licensed Premises; provided that City shall bear no responsibility or liability under this License for Licensee's inability to make use of the Licensed Area for the Communication Facility due to a failure to obtain any required permit, authorization, or approval.

**Section 4. License Term; Renewal Term.** The initial term of this License shall be five (5) years ("Initial Term"), commencing on October 10, 2026 (the "Effective Date"). The Initial Term of this License shall expire at Midnight on the day before the fifth (5th) anniversary of the Effective Date. Unless Licensee gives written notice of its intention not to extend the License to City at least six (6) months prior to the end of the Initial Term or Renewal Term, as applicable and then in effect, and provided Licensee is not in default under this License, this License shall automatically be extended upon the expiration of the Initial Term, or Renewal Term, as applicable, for four (4) additional terms of five (5) years each ("Renewal Term"), subject to all terms and conditions of this License. The Initial Term and Renewal Term shall be collectively known as the "Term".

**Section 5. License Fee; Increases; Late Payments.** Commencing on the first day of the month immediately following the Effective Date, Licensee shall pay City on or before the fifth (5th) day of each October during the Term in advance, Forty Thousand and 00/100 Dollars **($40,000.00)** ("License Fee"), at the address set forth above. In any partial month occurring after the Effective Date, the License Fee will be prorated. Each year on the anniversary of the Effective Date (the "Adjustment Date"), the annual License Fee shall increase annually based on the Consumer Price Index published by the Bureau of Labor and Statistics of the United States Department of Labor for all Urban Consumers, US City Average, All Items, Not Seasonally Adjusted, Base Period 1982 84=100 ("CPI-U") indicator and shall be determined by dividing the CPI-U indicator, published three (3) months prior to the Adjustment Date, by the CPI-U indicator published one (1) year and three (3) months prior to the Adjustment Date, and multiplying the resultant number by the annual License Fee amount of the most recent License Fee. In no event shall the increase in the License Fee for any one (1) year period exceed five percent (5%) of the most recent License Fee. In the event of a decrease in the CPI-U indicator, the License Fee will increase by an amount equal to two percent (2%) over the amount of the License Fee in effect immediately prior to such increase. The License Fee shall be payable without offset or deduction by check sent to City's address specified below or to any other person or firm as City may, from time to time, designate in writing at least sixty (60) days in advance of any License Fee due date. If, at any time, Licensee fails to make timely payment within five (5) days following receipt of written notice from City, interest shall accrue on the past due amount at the rate of five percent (5%) per month or the maximum allowable by law, whichever is less, until the License Fee and all accumulated interest is paid in full. This right to collect interest is in addition to all rights of City to terminate this License for non-payment pursuant to Section 8 of this License.

**Section 6. Holdover**. If the Communications Facility or any part thereof is still on the Property, or Licensee is still conducting any activities or operations on the Property, or is otherwise using the Property without a written agreement with City after expiration of the License Term, such possession or use shall be deemed a holdover use under the same terms and conditions of this License, except that the License Fee shall be one hundred fifty percent (150%) of the License Fee in effect at the expiration of the License Term and shall be payable in advance in equal monthly installments. Nothing contained herein shall grant Licensee the right to holdover after the expiration of the License Term and notwithstanding the payment of license fees during the holdover period, City shall have the right to require Licensee to vacate the Property at any time upon thirty (30) days written notice.

**Section 7. Intentionally omitted.**

**Section 8. City's Termination.** In addition to other rights of termination and revocation City has under this License, City may terminate this License prior to expiration of the License Term in any of the following circumstances:

**Section 8.1** By giving Licensee twenty-four (24) months prior written notice, if City determines in its sole discretion that the Licensed Area is necessary for the exercise of its Paramount Rights at the Property or City decides to sell or otherwise dispose of its fee ownership of the Property. Upon notice of termination under this Section, City shall make a good faith effort to permit Licensee to relocate the Communications Facility to another of City's sites prior to termination of the License, provided Licensee assumes all costs of any such relocation.

**Section 8.2** If Licensee fails to pay the License Fee when due, City may, after giving ten (10) days prior written notice to Licensee, terminate this License and seek other remedies, as appropriate, under the laws of the State of Iowa, unless Licensee cures such default by payment of the License Fee and accrued interest charges within such ten (10) day notice period.

**Section 8.3** If Licensee fails to perform or observe any non-monetary terms or conditions of this License, City may, after giving thirty (30) days prior written notice to Licensee, terminate this License and seek other remedies, as appropriate, under the laws of the State of Iowa, unless Licensee cures such default within such thirty (30) day notice period; provided that if the nature of the cure requires more than thirty (30) days to cure, Licensee shall have such additional time as reasonable necessary if Licensee commences the cure within the thirty (30) day period and thereafter, diligently and continuously pursues cure to completion. Further, if City in its reasonable discretion determines that the Communications Facility is in a state of disrepair which imminently endangers the health and safety of City employees and other users of the Property, City may take steps to address the situation immediately without prior notice to Licensee, provided that City shall thereafter notify Licensee of the situation and steps taken to address the situation, and Licensee shall reimburse City for its actual costs incurred to take such action within thirty (30) days following receipt of an invoice together with documentation evidencing such costs.

**Section 9. Licensee's Limited Termination Right.** It is understood and agreed that Licensee's ability to use the Property is contingent upon Licensee continually maintaining in full force and effect, after the Effective Date, all the certificates, permits, and other approvals that are required by any federal, state, or local authorities. In the event that any certificate, permit, license, or approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by any governmental authority so that Licensee is unable to use the Property for its intended purposes, Licensee may terminate this License upon ninety (90) days written notice to City, except that those terms that by their nature survive termination such as Licensee's obligations to remove the Communications Facility and restore the Property, and the indemnity obligation shall survive in accordance with the terms of this License. Licensee may terminate this License at any time for any or no reason upon twenty-four (24) months' written notice to City.

**Section 10. Licensee's Installation, Ownership, Operation and Maintenance; FCC Regulations, Emissions Testing; Compliance with Law.**

**Section 10.1** Licensee shall install, construct and maintain the Communications Facility in accordance with this License and all Governmental Approvals.

**Section 10.2** It is expressly understood and agreed that any and all fixtures and equipment of whatsoever nature at any time constructed or placed on the Property by Licensee shall be and remain the personal property of Licensee. Licensee shall have the right at any time during the License Term to remove any and all fixtures and equipment owned or placed by Licensee in, under, or upon the Licensed Area.

**Section 10.3** Licensee, at Licensee's sole cost and expense shall keep and maintain, or cause to be kept and maintained, the Communications Facility in a state of good appearance and repair, reasonable wear and tear excepted. Upon City's written request, Licensee shall complete all such work required to conform to this Section at its sole expense within thirty (30) days of receipt of such notice. If Licensee fails to timely comply with this Section, City may complete or cause to be completed the work, and Licensee shall reimburse City for such invoiced costs within thirty (30) days of receipt of such invoice together with documentation evidencing such costs.

**Section 10.4** Licensee shall, at its sole cost and expense, protect, replace and provide any landscaping required in its permits to shield the Communications Facility on the Property and shall promptly replace any City landscaping damaged by Licensee's activities. Upon City's written request, Licensee shall complete all such work at its sole expense within thirty (30) days of receipt of such notice. If Licensee fails to timely comply with this Section, City may complete or cause to be completed the work, and Licensee shall reimburse the City for such invoiced costs within thirty (30) days of receipt of such invoice together with documentation evidencing such costs.

**Section 10.5** Licensee shall, at its sole cost and expense, repair any damage it may cause to the Property, access areas, means of ingress or egress, or any Access Easement. Upon City's written request, Licensee shall repair any such damage at its sole expense within thirty (30) days of receipt of such notice. If Licensee fails to timely comply with this Section, City may complete or cause to be completed the work, and Licensee shall reimburse City for such invoiced costs within thirty (30) days of receipt of such invoice together with documentation evidencing such costs.

**Section 10.6** The parties acknowledge and agree Licensee has a separate meter installed for Licensee's electrical power consumption and Licensee shall be solely responsible for payment of all of its electrical utility costs. No other connection is authorized by this License, and no other fuels of any type shall be used or stored by Licensee within the Licensed Area, except for

fuel contained within the internal gas tanks of the two (2) existing generators and any existing fuel storage containers, without the advance written consent of City. If other fuels are used, Licensee shall provide onsite containment with prior approval by City.

**Section 10.7** In addition to compliance with specific laws otherwise described in this License, Licensee shall comply, and will ensure that its contractors and representatives will comply, with all applicable regulations and requirements of the FCC and the Iowa Utilities Board, and all other applicable federal, state and local laws, ordinances, rules and regulations, including health and safety requirements, pertaining to the construction, installation, operation and maintenance of the Communications Facility and work on the Property during the License Term, and in conjunction with any activities undertaken on the Property by Licensee either prior to the Effective Date, or after expiration of this License. Applicable requirements of the federal Occupational Safety and Health Administration (OSHA) and the Iowa Division of Occupational Safety and Health (Iowa-OSHA), whichever is stricter, shall be adhered to at all times during any activities on the Property by Licensee and its contractors or other representatives. Licensee shall have a safety and injury prevention program in place for the construction, installation, operation and maintenance of the Communications Facility and work on the Property, if required by laws or regulations. If required by law or regulation, a copy of any such program shall be on the Property at all times.

**Section 11. Removal & Restoration.** Within ninety (90) days of expiration or earlier termination of the License, Licensee shall (1) remove all of the Communications Facility at its sole expense and (2) repair any damage to the Licensed Area caused by such removal and shall return the Licensed Area to the condition which existed before the Effective Date, reasonable wear and tear excepted. Notwithstanding the above, prior to the expiration or earlier termination of the License, City may retain any structures, conduits, or other improvements at the Property installed or placed by Licensee or at Licensee's direction by mutual agreement with Licensee. If the Licensee fails to timely remove its Communications Facility and restore the Licensed Area as required by this Section, the City may, upon sixty (60) days' written notice to Licensee, complete or cause to be completed the work, and Licensee shall reimburse the City for such invoiced costs within thirty (30) days of receipt of such invoice together with documentation evidencing such costs.

**Section 12. Prior Communications Facilities on Property, City Communications Systems; Non-interference.**

**Section 12.1** Licensee acknowledges and understands that there may be communications facilities on Property that predate the Original Agreement belonging to one or more third-parties (referred to as the "Prior User(s)") that has entered into an agreement(s) (the "Prior Use Agreement(s)") with City, pursuant to which the Prior User(s) has(ve) been permitted to install and operate communications equipment on the Property. Where applicable, Licensee

represents and warrants that prior to the execution of this License, Licensee has determined that the Prior Users present no material interference with Licensee's intended use within the Licensed Area.

**Section 12.2** Licensee shall operate the Communications Facility in a manner that will not cause harmful interference to (i) City's use of the Property, or (ii) any communications equipment operated and/or owned by the Prior User(s) as of the Effective Date, provided that the Prior User(s) operates its communications equipment in accordance with applicable law and the terms of the Prior Use Agreement(s). If Licensee's Communications Facility causes such harmful interference, Licensee will immediately take all reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Licensee's option, powering down such interfering equipment and later powering up such equipment for intermittent testing. If such interference cannot be corrected or powered down within two (2) days after Licensee is advised in writing of such interference, City may require that Licensee cease (or cause the cessation of) operation of the interfering equipment until such interference can be so corrected at which time the operation of such equipment may resume.

**Section 12.3** Licensee further acknowledges that City assumes no risk or liability for any interference with Licensee's use of the Property which results from the operation of communications equipment on the Property by the Prior User(s) under the Prior Use Agreement(s) and agrees that City shall be held harmless from claims due to any such interference, pursuant to the indemnification terms set forth in Section 16 herein; provided that City shall use reasonable efforts to resolve interference to Licensee's Communication Facility caused by Prior User(s).

**Section 12.4** City reserves the right to license other portions of the Property to third-parties during the License Term and City will impose substantively similar non-interference obligation upon such third-parties. If the new-third party equipment on the Property causes harmful interference with the Communications Facility, Licensee shall use reasonable efforts to resolve the interference issues in cooperation with the owner and operator of the new equipment without involving City personnel. If any such subsequent users cannot correct such harmful interference within two (2) days of Licensee's written notification thereof to City, City shall require such new third-party to power down the interfering equipment until such interference is eliminated, and Licensee may terminate this License upon written notice to City and obtain a refund of prepaid unused amounts of the License Fee, or seek injunctive or other legal relief against/from such subsequent third-party users. The refund shall be Licensee's sole and exclusive remedy and recovery as against City for any interference, and Licensee hereby waives any other rights or remedies it may have at law or in equity against City related thereto. The Parties recognize and agree that it is the intention of this Section 12 that City not become embroiled in any disputes or proceedings between Licensee and any other users of the Property, and/or expend funds as a result thereof.

**Section 12.5** Nothing contained in this Section 12 or elsewhere in this License is intended to confer any rights or remedies under, or by reason of this License on, or waive any claims against, or adversely affect any rights of, any person or entity other than the Parties hereto.

**Section 13. Performance Bond.** On or before the Effective Date, Licensee shall obtain a faithful performance bond, in the amount of One Hundred Thousand and 00/100 Dollars ($100,000.00), from a bond company duly licensed to do business in the State of Iowa in favor of City (the "Bond"). The Bond shall secure (1) Licensee's removal of its equipment from the Licensed Area following the expiration or earlier termination of the License, and (2) the recovery of any unpaid sums duly owed to City under this License. The Bond shall be maintained in force by Licensee throughout the License Term. Licensee agrees to deliver to City a copy of the Bond prior to commencement of construction activities on the Licensed Area (or if the License is a renewal for a previously constructed facility, prior to full execution of the License). Prior to the commencement of any Renewal Term, City and Licensee shall review the amount of the Bond to assess whether the amount of the Bond is reasonably sufficient to cover then current removal and restoration costs. If it is reasonably determined to be insufficient, Licensee shall obtain and maintain in force a Bond for such additional amount that City reasonably determines to be sufficient.

**Section 14. Environmental.**

**Section 14.1** For purposes of this License, the term "Hazardous Substances" means: (a) any substance, products, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 United States Code Section 9601 et seq.; the Resources Conservation and Recovery Act, 42 United States Code Section 6901 et seq.; the Hazardous Materials Transportation Conservation and Recovery Act, 42 United States Code Section 1801 et seq.; the Clean Water Act, 33 United States Code Section 1251 et seq.; the Toxic Substances Control Act, 15 United States Code Section 2601 et seq.; all as amended; or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance, now or at any time hereinafter in effect; (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (c) petroleum or crude oil, other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and (d) asbestos.

**Section 14.2** Except as otherwise specifically permitted under the terms of this License, Licensee shall not use, create, generate, store, deposit, dispose of or allow any Hazardous Substances on, under, about or within the Property or Licensed Area in violation of any federal,

state, or local law, rule, regulation, order, decree or other requirement listed in this Section 14. Batteries for emergency power and fuel for temporary generators during power outages may only be used or stored on-site with the prior written approval of City. On site use, but not storage, of ordinary paints, solvents and similar substances commonly used in small quantities and necessary for maintenance of Licensee's Communications Facility are excepted from the preceding prohibition of use by Licensee of Hazardous Substances on the Licensed Area and the Property, so long as Licensee complies with all applicable federal, state and local laws rules and regulations governing the use of such items.

**Section 14.3** Unless listed in **Exhibit B**, no underground or above ground storage tanks shall be installed on Licensed Area.

**Section 14.4** City or its officers, employees, contractors, or agents shall at all times have the right to go upon and visually inspect the Licensed Area and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may also include taking samples for chemical analysis of substances and materials present and/or testing soils on the Licensed Area and taking photographs. Except in case of emergency, City will not enter the Licensed Area without providing Licensee with seventy-two (72) hours' notice and the opportunity to have a representative present.

**Section 14.5** Licensee shall, within forty-eight (48) hours of the discovery by Licensee of the release of, or believed release of, a Hazardous Substance (as defined herein) by Licensee, give written notice to City in the event that Licensee knows or has reasonable cause to believe that any release of Hazardous Substance has come or will come to be located on, under, about or within the Licensed Area. The failure to disclose in a timely manner the release of a Hazardous Substance by Licensee, including but not limited to, an amount which is required to be reported to a state or local agency pursuant to law shall be grounds for termination of this License by City in addition to actual damages and other remedies provided by law. Licensee shall immediately clean up and completely remove all Hazardous Substances placed by Licensee on, under, about or within the Licensed Area or the Property, in a manner that is in all respects safe and in accordance with all applicable laws, rules and regulations.

**Section 14.6** In the event a release of Hazardous Substances on the Property by Licensee are discovered, Licensee shall disclose to City the specific information regarding Licensee's discovery of any Hazardous Substances placed on, under, about or within the Licensed Area or the Property by Licensee, and provide written documentation of its safe and legal disposal.

**Section 14.7** Breach of any of these covenants, terms, and conditions, and Licensee's failure to cure within thirty (30) days of Licensee's receipt of written notice from City, shall give City the authority to either immediately terminate this License or to shut down Licensee's operations thereon, at the sole discretion of City. In either case, Licensee will continue to be liable under this License to remove and mitigate all Hazardous Substances placed by Licensee

on, under, about or within the Licensed Area or the Property. Licensee shall be responsible for, and bear the entire cost of removal and disposal of, all Hazardous Substances introduced to the Licensed Area or the Property by Licensee during Licensee's period of use and possession of the Licensed Area. Upon termination of this License, Licensee shall, in accordance with all laws, remove from the Licensed Area any equipment or improvements placed on the Licensed Area by Licensee that may be contaminated by Hazardous Substances.

**Section 15. Insurance.** During the Term of this License, Licensee and its contractors, subcontractors, consultants or sub-consultants shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the Iowa Insurance Commissioner to do business in the State of Iowa and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) as may be authorized in writing by City Manager or his/her designee at any time and in his/her sole discretion. The following policies of insurance are required subject to City's right to revise the coverage limits during the Term upon notice to Licensee:

**Section 15.1** COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the License) with limits of liability of not less than the following:

$2,000,000 per occurrence for bodily injury and property damage
$1,000,000 per occurrence for personal and advertising injury
$4,000,000 aggregate for products and completed operations
$4,000,000 general aggregate

**Section 15.2** COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 Any Auto) with limits of liability of not less than $2,000,000 per accident for bodily injury and property damage.

**Section 15.3** WORKERS' COMPENSATION insurance as required under the Iowa Code.

**Section 15.4** EMPLOYERS' LIABILITY insurance with limits of liability of not less than $1,000,000 each accident, $1,000,000 disease policy limit and $1,000,000 disease each employee.

Section 15.5 EXCESS Liability insurance with limits of liability of $5,000,000 per occurrence and $5,000,000 aggregate.

**Section 15.5** PROPERTY insurance against all risks of loss to the Communication Facility, at full replacement costs with no coinsurance penalty provision which may be wholly or partially self-insured.

**Section 15.6** In the event Licensee purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" or be just as broad and afford no less coverage than the primary insurance policy(ies).

**Section 15.7** Licensee shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Licensee shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to the City Manager or his/her designee in his/her sole discretion. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

**Section 15.8** All policies of insurance required hereunder shall be endorsed to provide thirty (30) calendar day written notice of cancellation be given to City except for non-payment of premium. Upon issuance by the insurer, broker, or agent of a notice of cancellation, Licensee shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the term of this License, Licensee shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than five (5) calendar days prior to the expiration date of the expiring policy.

**Section 15.9** The General Liability and Automobile Liability insurance policies shall be written on an occurrence form. The Licensee's General Liability (including ongoing operations and completed operations) and Automobile Liability insurance policies shall name City, its officers, officials, employees, agents and volunteers as an additional insured. All such required policies of insurance shall be endorsed so Licensee's insurance shall be primary and no contribution shall be required of City, its officers, officials, employees, agents or volunteers. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, employees, agents and volunteers. The Licensee's Property insurance policy shall name the City as a loss payee as its interest may appear. The coverage(s) shall contain no special limitations beyond standard on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers.

**Section 15.10** With respect to the Commercial General Liability, Automobile Liability and Worker's Compensation insurance policies required under this License, Licensee and its insurers shall waive all rights of contribution, recovery and subrogation against City, its officers, officials, employees and agents on account of any injury, death or property damage to any person,

including any injury or death to the Licensee, its principles, officers, employees, agents, contractors, subcontractors, consultants, sub-consultants, invitees, or Licensee's property or the property of others under Licensee's care, custody and control. Licensee shall give notice to its insurers that this waiver of subrogation is contained in this License. This requirement shall survive expiration or termination of this License.

**Section 15.11** Licensee shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. **All certificates and applicable endorsements are to be received and approved by the City prior to City's execution of this License.** Upon request of City, Licensee shall immediately provide City with a complete copy of any insurance policy required under this License, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy at a mutually agreeable location. This requirement shall survive expiration or termination of this License.

**Section 15.12** If at any time during the life of this License or any extension, Licensee or any of its contractors, subcontractors, consultants or sub-consultants fail to maintain any required insurance in full force and effect, all work under this License shall be discontinued immediately, until notice is received by City that the required insurance has been restored to full force and effect. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this License. No action taken by City hereunder shall in any way relieve Licensee of its responsibilities under this License.

**Section 15.13** The fact that insurance is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Licensee. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Licensee, its principals, officers, agents, employees, persons under the supervision of Licensee, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

**Section 15.14** Intentionally omitted.

**Section 16. Indemnification.** To the furthest extent allowed by law, Licensee shall indemnify, hold harmless and defend City and its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage, including damage by fire or other casualty) incurred by City, Licensee, or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of Licensee's, or its contractors or subcontractors': (i) occupancy, maintenance and/or use of the

Licensed Area and/or Communications Facility; or (ii) performance of, or failure to perform, this License. Licensee's obligations under the preceding sentence shall apply to any negligence of City, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by or negligence, or by the willful misconduct, of City or its officers, officials, employees, agents or volunteers.

**Section 16.1** Licensee's occupancy, maintenance and use of the Licensed Area and Communications Facility shall be at Licensee's sole risk and expense. Licensee accepts all risk relating to Licensee's: (i) occupancy, maintenance and/or use of the Licensed Area and/or Communications Facility; and (ii) the performance of, or failure to perform, this License. City shall not be liable to Licensee or Licensee's insurer(s) for, and Licensee and its insurer(s) hereby waives and releases City from, any and all loss, liability, fines, penalties, forfeitures, costs or damages resulting from or attributable to an occurrence on or about the Licensed Area in any way related to the Licensee's operations and activities. Licensee shall immediately notify City of any occurrence on the Premises resulting in injury or death to any person or damage to property of any person.

**Section 17. Jurisdiction and Venue.** This License shall be construed in accordance with and governed by the laws of the State of Iowa. Any legal action or proceeding brought to interpret or enforce this License, or which in any way arises out of the Parties' activities undertaken pursuant to this License, shall be filed and prosecuted in the appropriate Iowa State Court in the County of Dubuque, Iowa. Each Party waives the benefit of any provision of state or federal law providing for a change of venue to any other court or jurisdiction including, without limitation, a change of venue based on the fact that a governmental entity is a Party to the action or proceeding, or that a federal right or question is involved or alleged to be involved in the action or proceeding.

**Section 18. Entire Agreement; Amendment.** This License constitutes the entire understanding between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and agreements made prior to the date hereof. In the event there is an existing lease or license between Licensee (or its predecessor-in-interest) and City covering the Licensed Area, it is agreed and understood that this License shall supersede and replace said prior lease or license as of the Effective Date of this License. This License may not be modified except in a writing executed by both Parties.

**Section 19. Paragraph Heading and Construction**. The section headings contained in this License shall not be considered to be a part hereof for purposes of interpreting or applying this License, but are for convenience only.

**Section 20. Binding on Successors; No Third-Party Beneficiaries**. This License, and all of the provisions hereof, shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, successors, and assigns. No customer, other person or entity other than the Parties shall be deemed to be a third-party beneficiary hereof, and nothing in this License, either

express or implied, is intended to confer upon any customer or other person or entity, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this License.

**Section 21. Independent Contractors.** Licensee's contractors, agents and representatives are independent contractors of Licensee, and are not employees or independent contractors of City while on the Property, or while engaged in any work on the Property, including the construction, installation, maintenance or operation of the Communications Facility.

**Section 22. Limited Assignment/ Sub-licensing.**

**Section 22.1** This License, or the license interest of Licensee in the Property, shall not be assigned by Licensee except with the prior written consent of City, which consent may not be unreasonably withheld, conditioned or delayed.

**Section 22.2** Licensee may, without City's consent but upon at least sixty (60) days prior written notice to City, from time to time assign this License in its entirety (i) to any entity which has, directly or indirectly, a fifty-one percent (51%) or greater interest in Licensee (a "Parent"), or to any entity in which Licensee or a Parent has a fifty-one percent (51%) or greater interest. Any such assignment shall not be effective unless and until the assignee delivers documentation to City evidencing a written assumption of all Licensee's obligations under this License.

**Section 22.3** Licensee may sublicense the Licensed Area to any qualified third-party communications provider consistent with this License and subject to the advance written consent of City, which consent may not be unreasonably withheld, conditioned or delayed. Upon execution of such sublicense after the Effective Date, Licensee shall pay City as additional rent fifty percent (50%) of all rental, license or similar payments actually received by Licensee from such sublicensee (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursements) ("Collocation Fee") within thirty (30) days after receipt of said payments by Licensee. The Collocation Fee shall be paid in the same manner and subject to the same requirements and conditions as the License Fee. However, in no event shall the combined Collocation Fee for all sublicensees be less than Ten Thousand Dollars ($10,000) per annum unless no sublicensees are installed at the Premises. This minimum amount shall be adjusted through the term of this License in the same manner as the License Fee. Moreover, in the event that such sublicensee requires additional ground space outside of the Premises, it shall enter into a separate license with City to do so or this License may be amended to provide for such additional space; provided that Licensee shall have no obligation to pay the Collocation Fee for any sublicensee that enters into a separate license with City. In addition, commencing on the Effective Date, Licensee shall pay City a Collocation Fee of twenty-five percent (25%) of the monthly license rent paid by existing sublicensee Verizon Wireless. As of the Effective Date, Verizon Wireless pays Licensee

Fourth Thousand One Hundred Twenty-Five and 02/100 Dollars ($4,125.02) per month, and Licensee will pay City a 25% Collocation Fee for Verizon Wireless based on this amount.

**Section 22.4** Any attempted or unauthorized assignment or sub-license shall be void and shall be cause for default of this License at City's discretion. The acceptance of License Fees by City from any person other than Licensee or an authorized assignee shall not be deemed to be a waiver by City of any provision hereof. Consent to one assignment shall not be deemed consent to any subsequent assignment.

**Section 22.5** Requests for consent to assignments shall be submitted to City to the address set forth in Section 24 ("Notice").

**Section 23. Attorneys' Fees**. Should either Party institute arbitration or legal or other proceedings against the other for or on account of its failure or refusal to perform or fulfill any of the covenants or conditions of this License on its part to be performed or fulfilled, then the prevailing Party in a non-appealable final decision on the merits shall receive from the other Party attorney's fees and costs as adjudged reasonable by the arbitrator, or court.

**Section 24. Notice.** All notices, requests, and demands hereunder will be given in writing by first class, certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices, requests and demands will be addressed to the Parties as follows:

If to Licensee:

NCWPCS MPL 29 - Year Sites Tower Holdings LLC
Legal Department
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

With a copy to:
CCATT LLC
Attn: Legal - Real Estate Dept.
2000 Corporate Drive
Canonsburg, PA 15317

If to City:

**Water Tower Leases:**

Water Operations Supervisor
1902 Hawthorne St. Dubuque, IA 52001
563.589.4291
wtrplnt@cityofdubuque.org.

with a copy to:

City of Dubuque

Attn: City Manager
50 W. 13th St.
Dubuque, IA 52011
(563) 589-4113
cityattorney@cityofdubuque.org

**All Other Leases:**

City of Dubuque
Attn: City Manager
50 W. 13th Street
Dubuque, IA 52001
(563) 589-4110
ctymgr@cityofdubuque.org

Either Party may change the address or persons to which notices are to be sent to it by giving thirty (30) days' prior written notice of such change to the other Party in the manner provided herein.

**Section 25. Counterparts.** This License may be executed in counterparts, each of which shall be deemed to be an original.

**Section 26. Representations and Warranties.** Each Party represents and warrants that this License constitutes a legal, valid and binding obligation of such Party, and is enforceable against such Party in accordance with the terms set forth in the License. Licensee acknowledges and agrees that Licensee is not entitled to relocation assistance, or any other benefits under the Uniform Relocation Assistance Act, or any other applicable provision of law upon termination of this License.

**Section 27. NO WARRANTY**

LICENSEE'S RIGHT TO USE THE LICENSED AREA AND THE PROPERTY IS STRICTLY ON AN "AS IS" BASIS WITH ALL FAULTS. CITY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND AS TO THE PRESENT OR FUTURE CONDITION OF OR SUITABILITY OF THE PROPERTY OR THE LICENSED AREA FOR LICENSEE'S USE AND DISCLAIMS ANY AND ALL WARRANTIES EXPRESS OR IMPLIED WITH RESPECT TO THE PHYSICAL, STRUCTURAL, OR ENVIRONMENTAL CONDITION OF THE PROPERTY, AND LICENSED AREA AND THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSEE IS SOLELY RESPONSIBLE FOR INVESTIGATION AND DETERMINATION OF THE CONDITION AND SUITABILITY OF THE PROPERTY, AND LICENSED AREA FOR LICENSEE'S INTENDED USE.

**Section 28. Taxes**. City hereby provides notice and Licensee acknowledges that this License may create a possessory interest and Licensee may be subject to property taxes levied on such interest. Licensee shall pay, when due, all personal property taxes, fees and assessments,

assessed against the Licensed Area and the Communications Facility and shall reimburse City for any increase in real property or possessory interest taxes levied against the Property directly attributable to the improvements constructed by Licensee on the Licensed Area only for so long as this License has not expired of its own terms or is not terminated by either Party.

**Section 29. Time.** Time is of the essence of this License.

**Section 30. Incorporation of Recitals**. All of the recitals hereof are incorporated by this reference and are made a part hereof as though set forth at length herein.

**Section 31. Survival**. All terms that by their nature should survive termination of this License shall survive, including but not limited to payment of amounts owed and indemnification obligations.

**Section 32.** The following exhibits are incorporated in this License:

**Exhibit A** Property- Legal Description

**Exhibit B** Description - Communications Facility (Equipment List)

**Exhibit C** Licensed Area (Site Plan)

**Section 33. Binding Authority/Authorized Representatives.** Each of the Parties represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform its obligations hereunder and that those obligations will be binding upon that Party without the approval or consent of any other person or entity. Each person executing this License represents and warrants he/she has been duly authorized to execute the same.

[*Signatures Follow on Next Page*]

**IN WITNESS WHEREOF**, the Parties hereto have executed this License as of the day and year first written above.

**"City":**

**CITY OF DUBUQUE**

By: _____
City Manager

**"Licensee":**

**NCWPCS MPL 29 - Year Sites Tower Holdings LLC,**
**a Delaware limited liability company**

**By: CCATT LLC,**
**a Delaware limited liability company**
**Its: Attorney In Fact**

By: _____

Name: Mandy Hebert
Title: Mgr Real Estate
Date: 06/25/2026

**Exhibit A** Property- Legal Description

Lots 10, 11, 12 and 13 of Rowan's Addition in the City of Dubuque, Iowa, according to the recorded plat thereof.

Dubuque Site Name:
Licensee Site Name: LOUIS MURPHY PARK RAWLAND
Licensee Site No.: 844409

**Exhibit B** Description - Communications Facility (Equipment List)

## AT&T (186')

Antennas

| MANUFACTURER | MODEL | MOUNT CL (FT) | ANTENNA CENTERLINE (FT) | AZIMUTH | CUSTOMER MOUNT CLASS | MOUNT ORIENTATION |
|---|---|---|---|---|---|---|
| ERICSSON | AIR 6472 B77G B77M_20240625 | 186 | 189 | 60 | PLATFORM MOUNT | Mid-Mount |
| ERICSSON | KRE 101 2487/1 | 186 | 189 | 60 | PLATFORM MOUNT | Mid-Mount |
| KNW COMMUNICATIONS | EPBQ-654L8H8-L2 | 186 | 189 | 60 | PLATFORM MOUNT | Mid-Mount |
| ERICSSON | AIR 6472 B77G B77M_20240625 | 186 | 189 | 180 | PLATFORM MOUNT | Mid-Mount |
| ERICSSON | KRE 101 2487/1 | 186 | 189 | 180 | PLATFORM MOUNT | Mid-Mount |
| KNW COMMUNICATIONS | EPBQ-654L8H8-L2 | 186 | 189 | 180 | PLATFORM MOUNT | Mid-Mount |
| ERICSSON | AIR 6472 B77G B77M_20240625 | 186 | 189 | 300 | PLATFORM MOUNT | Mid-Mount |
| ERICSSON | KRE 101 2487/1 | 186 | 189 | 300 | PLATFORM MOUNT | Mid-Mount |
| KNW COMMUNICATIONS | EPBQ-654L8H8-L2 | 186 | 189 | 300 | PLATFORM MOUNT | Mid-Mount |

Tower Mounted Equipment

| TYPE | MANUFACTURER | MODEL | MOUNT CL (FT) | TME CENTERLINE (FT) | LOCATED ON ANTENNA MOUNT? | MOUNT CLASS |
|---|---|---|---|---|---|---|
| BASE STATION | ERICSSON | 4490 B5/B12 | 186 | 189 | Yes | |
| BASE STATION | ERICSSON | 4490 B5/B12 | 186 | 189 | Yes | |
| BASE STATION | ERICSSON | 4490 B5/B12 | 186 | 189 | Yes | |
| TME | ERICSSON | 4890 B25/B66 | 186 | 189 | Yes | |
| TME | ERICSSON | 4890 B25/B66 | 186 | 189 | Yes | |
| TME | ERICSSON | 4890 B25/B66 | 186 | 189 | Yes | |
| BASE STATION | ERICSSON | RADIO 4494 44B14 20B29 | 186 | 189 | Yes | |
| BASE STATION | ERICSSON | RADIO 4494 44B14 20B29 | 186 | 189 | Yes | |
| BASE STATION | ERICSSON | RADIO 4494 44B14 20B29 | 186 | 189 | Yes | |
| JUNCTION BOX | RAYCAP | DC6-48-60-18-8C | 186 | 189 | Yes | |
| JUNCTION BOX | RAYCAP | DC6-48-60-18-8C | 186 | 189 | Yes | NONE |
| JUNCTION BOX | RAYCAP | DC9-48-60-24-8C-EV_220506 | 186 | 189 | Yes | |

Feedlines

| TYPE | MANUFACTURER | MODEL | NOMINAL SIZE (IN) | MOUNT CL (FT) | ATTACHED CENTERLINE (FT) | LENGTH (FT) | IN CONDUIT? |
|---|---|---|---|---|---|---|---|
| COAX | ANDREW | LDF7-50A | 1-5/8 | 186 | 189 | 239 | No |
| COAX | ANDREW | LDF7-50A | 1-5/8 | 186 | 189 | 239 | No |
| COAX | ANDREW | LDF7-50A | 1-5/8 | 186 | 189 | 239 | No |
| COAX | ANDREW | LDF7-50A | 1-5/8 | 186 | 189 | 239 | No |
| COAX | ANDREW | LDF7-50A | 1-5/8 | 186 | 189 | 239 | No |
| COAX | ANDREW | LDF7-50A | 1-5/8 | 186 | 189 | 239 | No |
| POWER | COMMSCOPE | PWRT-606-S_20240507 | 1-1/8 | 186 | 189 | 239 | No |
| POWER | COMMSCOPE | PWRT-606-S_20240507 | 7/8 | 186 | 189 | 239 | No |
| POWER | COMMSCOPE | PWRT-606-S_20240507 | 7/8 | 186 | 189 | 239 | No |
| POWER | COMMSCOPE | PWRT-606-S_20240507 | 7/8 | 186 | 189 | 239 | No |
| FIBER | COMMSCOPE | RFFT-36SM-001-XXM | 3/8 | 186 | 189 | 239 | No |
| FIBER | COMMSCOPE | RFFT-48SM-001-XXX | 3/8 | 186 | 189 | 239 | No |

Dubuque Site Name:
Licensee Site Name: LOUIS MURPHY PARK RAWLAND
Licensee Site No.: 844409

## Verizon (170')

Antennas

| MANUFACTURER | MODEL | MOUNT CL (FT) | ANTENNA CENTERLINE (FT) | AZIMUTH | CUSTOMER MOUNT CLASS | MOUNT ORIENTATION |
|---|---|---|---|---|---|---|
| ERICSSON | AIR 6449 B77 | 170 | 171 | 90 | PLATFORM MOUNT | Mid-Mount |
| JMA WIRELESS | MX06FIT865-02_CCIV2 | 170 | 171 | 90 | PLATFORM MOUNT | Mid-Mount |
| JMA WIRELESS | MX06FIT865-02_CCIV2 | 170 | 171 | 90 | PLATFORM MOUNT | Mid-Mount |
| ERICSSON | AIR 6449 B77 | 170 | 171 | 220 | PLATFORM MOUNT | Mid-Mount |
| JMA WIRELESS | MX06FIT865-02_CCIV2 | 170 | 171 | 220 | PLATFORM MOUNT | Mid-Mount |
| JMA WIRELESS | MX06FIT865-02_CCIV2 | 170 | 171 | 220 | PLATFORM MOUNT | Mid-Mount |
| ERICSSON | AIR 6449 B77 | 170 | 171 | 320 | PLATFORM MOUNT | Mid-Mount |
| JMA WIRELESS | MX06FIT865-02_CCIV2 | 170 | 171 | 320 | PLATFORM MOUNT | Mid-Mount |
| JMA WIRELESS | MX06FIT865-02_CCIV2 | 170 | 171 | 320 | PLATFORM MOUNT | Mid-Mount |

Tower Mounted Equipment

| TYPE | MANUFACTURER | MODEL | MOUNT CL (FT) | TME CENTERLINE (FT) | LOCATED ON ANTENNA MOUNT? | MOUNT CLASS |
|---|---|---|---|---|---|---|
| BASE STATION | ERICSSON | 4449_V2 | 170 | 171 | Yes | |
| BASE STATION | ERICSSON | 4449_V2 | 170 | 171 | Yes | |
| BASE STATION | ERICSSON | 4449_V2 | 170 | 171 | Yes | |
| BASE STATION | ERICSSON | 8843_V2 | 170 | 171 | Yes | |
| BASE STATION | ERICSSON | 8843_V2 | 170 | 171 | Yes | |
| BASE STATION | ERICSSON | 8843_V2 | 170 | 171 | Yes | |
| JUNCTION BOX | RAYCAP | RCMDC-6627-PF-48 | 170 | 171 | Yes | |

Feedlines

| TYPE | MANUFACTURER | MODEL | NOMINAL SIZE (IN) | MOUNT CL (FT) | ATTACHED CENTERLINE (FT) | LENGTH (FT) | IN CONDUIT? |
|---|---|---|---|---|---|---|---|
| HYBRID | COMMSCOPE | HFT1208-24S26 | 1-1/4 | 170 | 170 | 220 | No |
| HYBRID | COMMSCOPE | HFT1208-24S26 | 1-1/4 | 170 | 170 | 220 | No |

## AT&T (141')

Antennas

| MANUFACTURER | MODEL | MOUNT CL (FT) | ANTENNA CENTERLINE (FT) | AZIMUTH | CUSTOMER MOUNT CLASS | MOUNT ORIENTATION |
|---|---|---|---|---|---|---|
| COMMSCOPE | SHPX4-11W | 140 | 140 | 136 | PIPE MOUNT | Mid-Mount |

Tower Mounted Equipment

| TYPE | MANUFACTURER | MODEL | MOUNT CL (FT) | TME CENTERLINE (FT) | LOCATED ON ANTENNA MOUNT? | MOUNT CLASS |
|---|---|---|---|---|---|---|
| BASE STATION | NOKIA | UBT ODU | 140 | 140 | Yes | |
| BASE STATION | NOKIA | UBT ODU | 140 | 140 | Yes | |

Feedlines

| TYPE | MANUFACTURER | MODEL | NOMINAL SIZE (IN) | MOUNT CL (FT) | ATTACHED CENTERLINE (FT) | LENGTH (FT) | IN CONDUIT? |
|---|---|---|---|---|---|---|---|
| COAX | COMMSCOPE | CNT-400 | 3/8 | 140 | 140 | 190 | No |
| COAX | COMMSCOPE | CNT-400 | 3/8 | 140 | 140 | 190 | No |
| FIBER | OPTICAL CABLE CORP. | SINGLE-MODE FIBER CABLE | 5/16 | 140 | 140 | 190 | No |
| FIBER | OPTICAL CABLE CORP. | SINGLE-MODE FIBER CABLE | 5/16 | 140 | 140 | 190 | No |

Dubuque Site Name:
Licensee Site Name: LOUIS MURPHY PARK RAWLAND
Licensee Site No.: 844409

## Dish Network (128') – pending termination

Antennas

| MANUFACTURER | MODEL | MOUNT CL (FT) | ANTENNA CENTERLINE (FT) | AZIMUTH | CUSTOMER MOUNT CLASS | MOUNT ORIENTATION |
|---|---|---|---|---|---|---|
| JMA WIRELESS | MX08FRO665-21 | 129 | 130 | 0 | PLATFORM MOUNT | Mid-Mount |
| JMA WIRELESS | MX08FRO665-21 | 129 | 130 | 120 | PLATFORM MOUNT | Mid-Mount |
| JMA WIRELESS | MX08FRO665-21 | 129 | 130 | 240 | PLATFORM MOUNT | Mid-Mount |

Tower Mounted Equipment

| TYPE | MANUFACTURER | MODEL | MOUNT CL (FT) | TME CENTERLINE (FT) | LOCATED ON ANTENNA MOUNT? | MOUNT CLASS |
|---|---|---|---|---|---|---|
| TME | FUJITSU | TA08025-B604 | 129 | 130 | Yes | |
| TME | FUJITSU | TA08025-B604 | 129 | 130 | Yes | |
| TME | FUJITSU | TA08025-B604 | 129 | 130 | Yes | |
| TME | FUJITSU | TA08025-B605 | 129 | 130 | Yes | |
| TME | FUJITSU | TA08025-B605 | 129 | 130 | Yes | |
| TME | FUJITSU | TA08025-B605 | 129 | 130 | Yes | |
| JUNCTION BOX | RAYCAP | RDIDC-9181-PF-48 | 129 | 130 | Yes | |

Feedlines

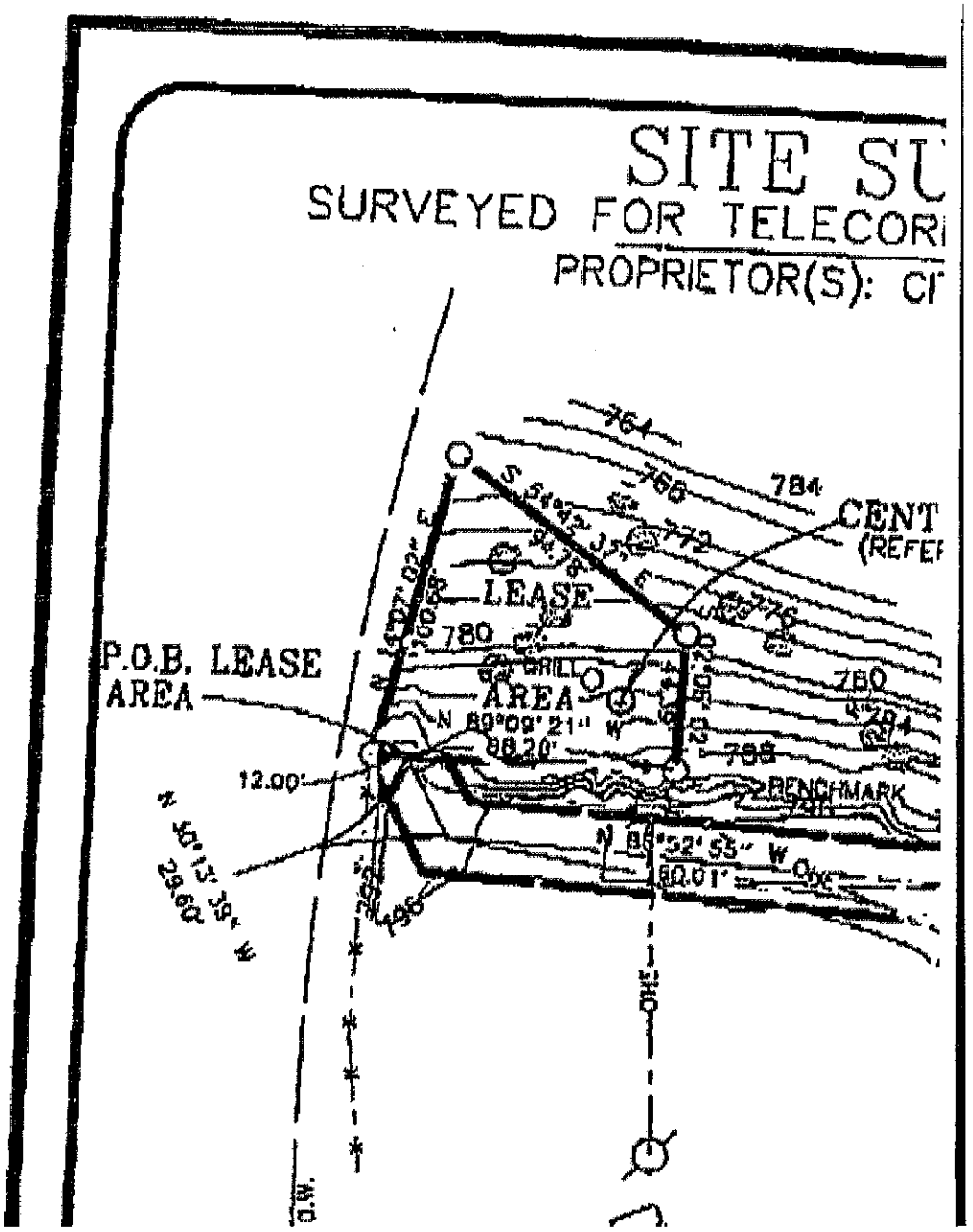
| TYPE | MANUFACTURER | MODEL | NOMINAL SIZE (IN) | MOUNT CL (FT) | ATTACHED CENTERLINE (FT) | LENGTH (FT) | IN CONDUIT? |
|---|---|---|---|---|---|---|---|
| HYBRID | CUI | CU12PBM9P6XXX | 1-1/2 | 129 | 130 | 180 | No |

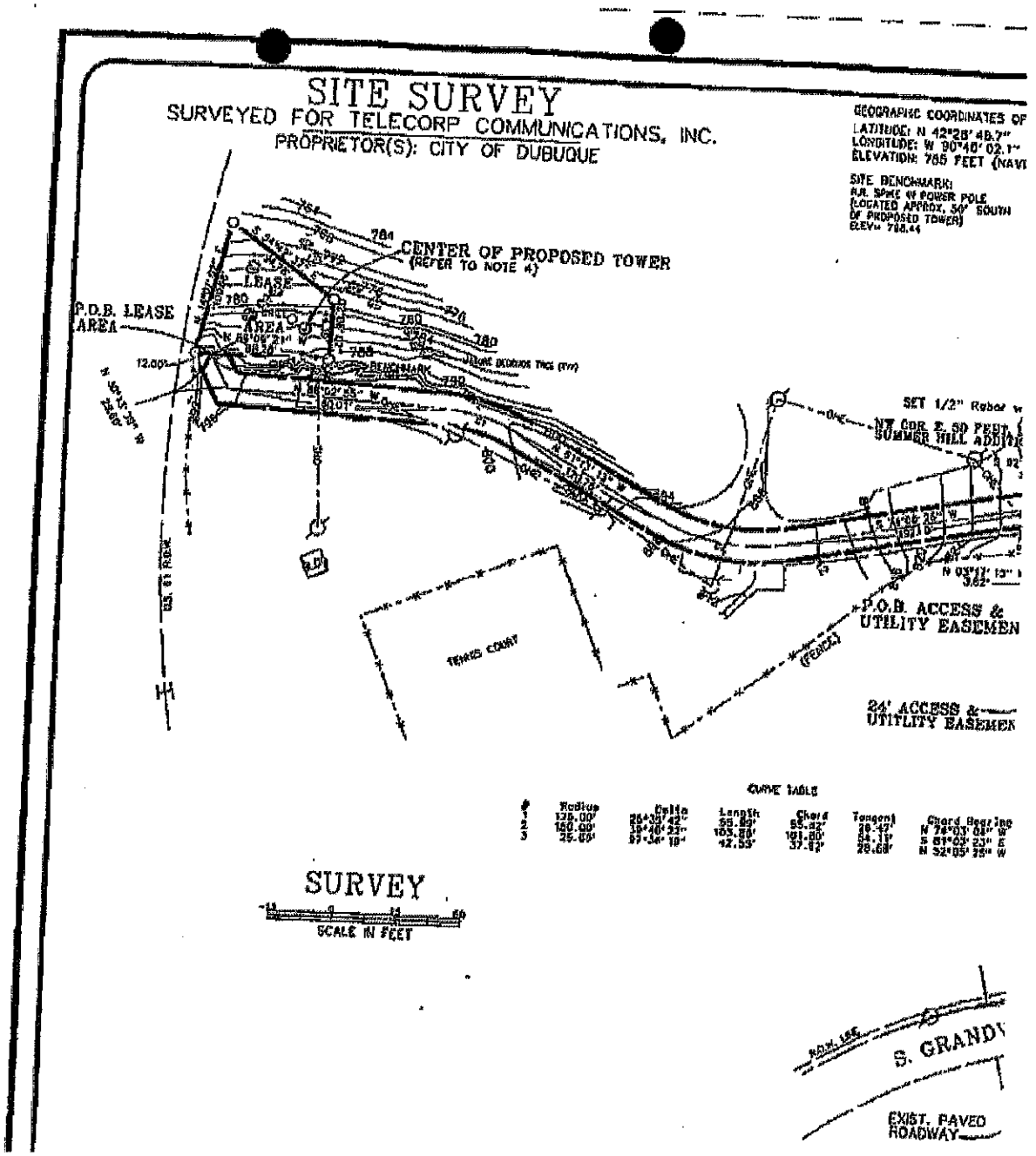
## Ground Based Equipment

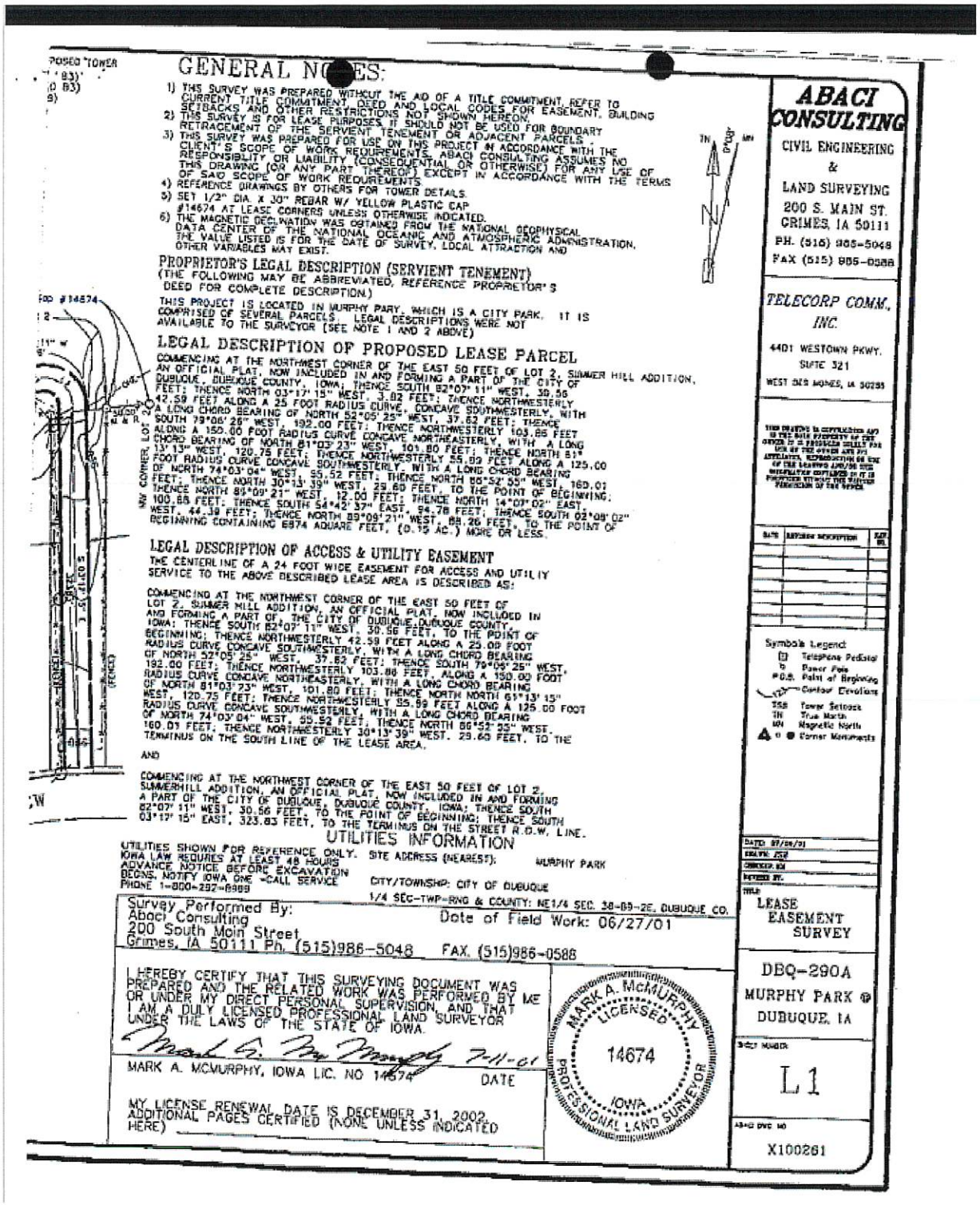
**Structure— 190' Monopole, measuring approximately 197'3" with appurtenances**
**AT&T—Kohler Diesel Generator (4'x10' Lease Space)**
**Verizon—MTU Diesel Generator (5'x8' Lease Space)**
**AT&T—8'x18'2" Lease Space**
**Verizon—18'x23' Lease Space**
**Dish Network—6'x10' Lease Space – pending termination**

Dubuque Site Name:
Licensee Site Name: LOUIS MURPHY PARK RAWLAND
Licensee Site No.: 844409

**Exhibit C** Licensed Area Depiction (Site Plan)




SITE SURVEY
SURVEYED FOR TELECORP COMMUNICATIONS, INC.
PROPRIETOR(S): CITY OF DUBUQUE
GEOGRAPHIC COORDINATES OF
LATITUDE: N 42°28' 48.7"
LONGITUDE: W 90°40' 02.1"
ELEVATION: 785 FEET (NAVI
SITE BENCHMARK:
A.R. SPIKE W POWER POLE
(LOCATED APPROX. 50' SOUTH
OF PROPOSED TOWER)
ELEV= 788.44
CENTER OF PROPOSED TOWER
(REFER TO NOTE 4)
LEASE
AREA
P.O.B. LEASE
AREA
BENCHMARK
SET 1/2" Rebar w
NW COR. S. 50 FEET
SUMMER HILL ADDITI
P.O.B. ACCESS &
UTILITY EASEMEN
TENNIS COURT
(FENCE)
24' ACCESS &
UTILITY EASEMEN
CURVE TABLE
SURVEY
SCALE IN FEET
S. GRAND
EXIST. PAVED
ROADWAY



POSED TOWER
83)'
(0 83)
9)

# GENERAL NOTES:

1) THIS SURVEY WAS PREPARED WITHOUT THE AID OF A TITLE COMMITMENT. REFER TO CURRENT TITLE COMMITMENT, DEED AND LOCAL CODES FOR EASEMENT, BUILDING SETBACKS AND OTHER RESTRICTIONS NOT SHOWN HEREON.
2) THIS SURVEY IS FOR LEASE PURPOSES. IT SHOULD NOT BE USED FOR BOUNDARY RETRACEMENT OF THE SERVIENT TENEMENT OR ADJACENT PARCELS.
3) THIS SURVEY WAS PREPARED FOR USE ON THIS PROJECT IN ACCORDANCE WITH THE CLIENT'S SCOPE OF WORK REQUIREMENTS. ABACI CONSULTING ASSUMES NO RESPONSIBILITY OR LIABILITY (CONSEQUENTIAL OR OTHERWISE) FOR ANY USE OF THIS DRAWING (OR ANY PART THEREOF) EXCEPT IN ACCORDANCE WITH THE TERMS OF SAID SCOPE OF WORK REQUIREMENTS.
4) REFERENCE DRAWINGS BY OTHERS FOR TOWER DETAILS.
5) SET 1/2" DIA. X 30" REBAR W/ YELLOW PLASTIC CAP #14674 AT LEASE CORNERS UNLESS OTHERWISE INDICATED.
6) THE MAGNETIC DECLINATION WAS OBTAINED FROM THE NATIONAL GEOPHYSICAL DATA CENTER OF THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION. THE VALUE LISTED IS FOR THE DATE OF SURVEY. LOCAL ATTRACTION AND OTHER VARIABLES MAY EXIST.

## PROPRIETOR'S LEGAL DESCRIPTION (SERVIENT TENEMENT)

(THE FOLLOWING MAY BE ABBREVIATED, REFERENCE PROPRIETOR'S DEED FOR COMPLETE DESCRIPTION.)

THIS PROJECT IS LOCATED IN MURPHY PARY, WHICH IS A CITY PARK. IT IS COMPRISED OF SEVERAL PARCELS. LEGAL DESCRIPTIONS WERE NOT AVAILABLE TO THE SURVEYOR (SEE NOTE 1 AND 2 ABOVE)

## LEGAL DESCRIPTION OF PROPOSED LEASE PARCEL

COMMENCING AT THE NORTHWEST CORNER OF THE EAST 50 FEET OF LOT 2, SUMMER HILL ADDITION, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA; THENCE SOUTH 82°07' 11" WEST, 30.56 FEET; THENCE NORTH 03°17' 15" WEST, 3.02 FEET; THENCE NORTHWESTERLY 42.59 FEET ALONG A 25 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, WITH A LONG CHORD BEARING OF NORTH 52°05' 25" WEST, 37.62 FEET; THENCE SOUTH 79°06' 26" WEST, 192.00 FEET; THENCE NORTHWESTERLY 103.88 FEET ALONG A 150.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, WITH A LONG CHORD BEARING OF NORTH 81°03' 23" WEST, 101.80 FEET; THENCE NORTH 61° 13' 13" WEST, 120.75 FEET; THENCE NORTHWESTERLY 55.92 FEET ALONG A 125.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, WITH A LONG CHORD BEARING OF NORTH 74°03' 04" WEST, 55.52 FEET; THENCE NORTH 86°52' 55" WEST, 160.01 FEET; THENCE NORTH 30°13' 39" WEST, 29.60 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 81°09' 21" WEST, 12.00 FEET; THENCE NORTH 14°07' 02" EAST, 100.68 FEET; THENCE SOUTH 54°42' 37" EAST, 94.78 FEET; THENCE SOUTH 02°09' 02" WEST, 44.39 FEET; THENCE NORTH 89°09' 21" WEST, 88.26 FEET, TO THE POINT OF BEGINNING CONTAINING 6874 AQUARE FEET, (0.15 AC.) MORE OR LESS.

## LEGAL DESCRIPTION OF ACCESS & UTILITY EASEMENT

THE CENTERLINE OF A 24 FOOT WIDE EASEMENT FOR ACCESS AND UTILIY SERVICE TO THE ABOVE DESCRIBED LEASE AREA IS DESCRIBED AS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST 50 FEET OF LOT 2, SUMMER HILL ADDITION, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA; THENCE SOUTH 82°07' 11" WEST, 30.56 FEET, TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY 42.59 FEET ALONG A 25.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, WITH A LONG CHORD BEARING OF NORTH 52°05' 25" WEST, 37.62 FEET; THENCE SOUTH 79°06' 25" WEST, 192.00 FEET; THENCE NORTHWESTERLY 103.88 FEET, ALONG A 150.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY, WITH A LONG CHORD BEARING OF NORTH 81°03' 23" WEST, 101.80 FEET; THENCE NORTH NORTH 61°13' 15" WEST, 120.75 FEET; THENCE NORTHWESTERLY 55.92 FEET ALONG A 125.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, WITH A LONG CHORD BEARING OF NORTH 74°03' 04" WEST, 55.52 FEET; THENCE NORTH 86°52' 55" WEST, 160.01 FEET, THENCE NORTHWESTERLY 30°13' 39" WEST, 29.60 FEET, TO THE TERMINUS ON THE SOUTH LINE OF THE LEASE AREA.

AND

COMMENCING AT THE NORTHWEST CORNER OF THE EAST 50 FEET OF LOT 2, SUMMERHILL ADDITION, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF DUBUQUE, DUBUQUE COUNTY, IOWA; THENCE SOUTH 82°07' 11" WEST, 30.56 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 03°17' 15" EAST, 323.83 FEET, TO THE TERMINUS ON THE STREET R.O.W. LINE.

## UTILITIES INFORMATION

UTILITIES SHOWN FOR REFERENCE ONLY. IOWA LAW REQUIRES AT LEAST 48 HOURS ADVANCE NOTICE BEFORE EXCAVATION BEGINS. NOTIFY IOWA ONE -CALL SERVICE PHONE 1-800-292-8989

SITE ADDRESS (NEAREST): MURPHY PARK

CITY/TOWNSHIP: CITY OF DUBUQUE

1/4 SEC-TWP-RNG & COUNTY: NE1/4 SEC. 36-89-2E, DUBUQUE CO.

Survey Performed By:
Abaci Consulting
200 South Main Street
Grimes, IA 50111 Ph. (515)986-5048 FAX. (515)986-0588

Date of Field Work: 06/27/01

I HEREBY CERTIFY THAT THIS SURVEYING DOCUMENT WAS PREPARED AND THE RELATED WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

MARK A. McMURPHY, IOWA LIC. NO 14674 DATE 7-11-01

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2002.
ADDITIONAL PAGES CERTIFIED (NONE UNLESS INDICATED HERE)

MARK A. McMURPHY LICENSED 14674 IOWA PROFESSIONAL LAND SURVEYOR

**ABACI CONSULTING**
CIVIL ENGINEERING & LAND SURVEYING
200 S. MAIN ST.
GRIMES, IA 50111
PH. (515) 986-5048
FAX (515) 986-0588

TELECORP COMM., INC.
4401 WESTOWN PKWY.
SUITE 321
WEST DES MOINES, IA 50266

Symbols Legend:
Telephone Pedestal
Power Pole
P.O.B. Point of Beginning
Contour Elevations
Tower Setback
TN True North
MN Magnetic North
Corner Monuments

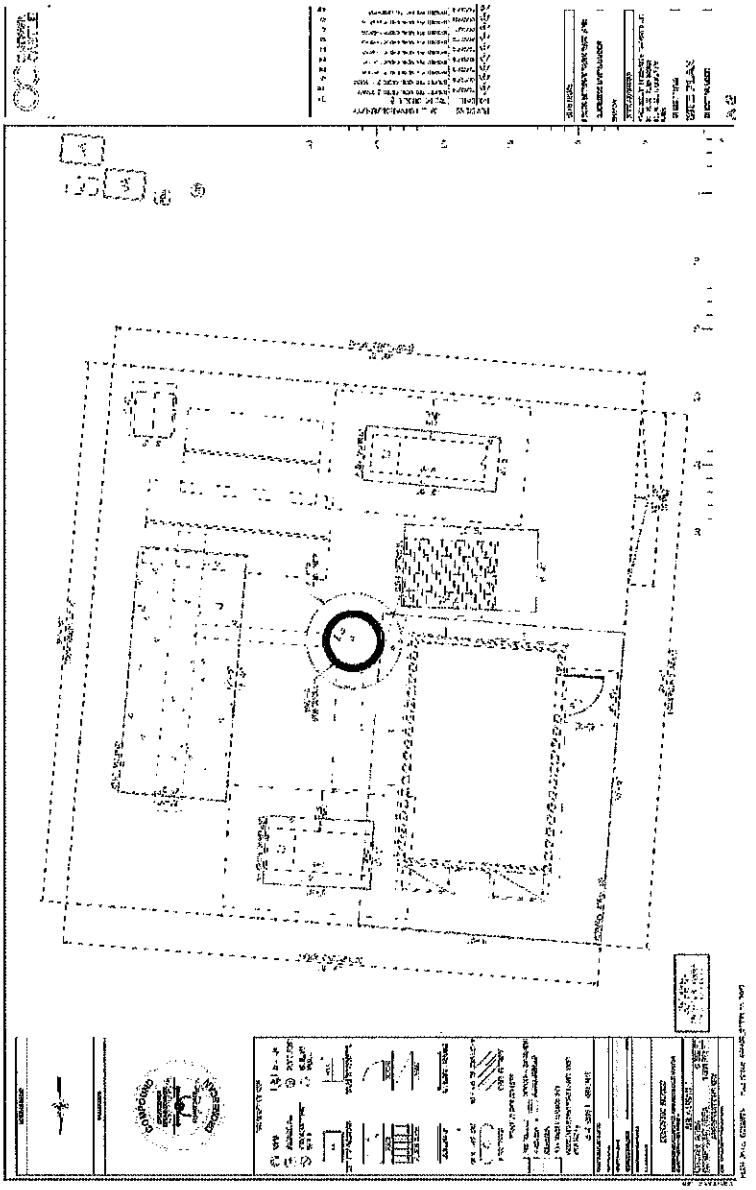
LEASE EASEMENT SURVEY

DBQ-290A
MURPHY PARK
DUBUQUE, IA

L1

X100261

The current fenced compound is shown in the depiction below but doesn't describe the entire Licensed Area as shown on the survey above:



Copyrighted
August 3, 2026

**City of Dubuque**
**City Council**

**PUBLIC HEARINGS # 2.**

| | |
|---|---|
| **ITEM TITLE:** | Dubuque Fire Headquarters Bunkroom Remodel Project |
| **SUMMARY:** | Proof of publication on notice of public hearing to consider City Council approve the plans, specifications, form of contract and estimated construction cost of $532,440.00, for the Dubuque Fire Headquarters Bunkroom Remodel Project through adoption of the attached resolution, and City Manager recommending approval.<br>**RESOLUTION** Dubuque Fire Headquarters Bunkroom Remodel Project Approval Of Plans, Specifications, Form Of Contract, And Estimated Cost |
| **SUGGUESTED DISPOSITION:** | Receive and File; Adopt Resolution(s) |

**ATTACHMENTS:**

1. MVM Memo Dubuque Fire Headquarters Bunkroom Remodel Project Public Hearing
2. Dbq Fire Headquarters Bunkroom Remodel Project - Council PH Staff MEMO - Rebid
3. Dbq Fire Headquarters Bunkroom Remodel Project - 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:** Dubuque Fire Headquarters Bunkroom Remodel Project
Public Hearing
Project No. 1315000025

**DATE:** July 29, 2026

Fire Chief Amy Scheller and Project Manager Jim Bousley recommend City Council approve the plans, specifications, form of contract and estimated construction cost of $532,440.00, for the Dubuque Fire Headquarters Bunkroom Remodel Project through 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
Amy Scheller, Fire Chief
Jim Bousley, Project Manager
Gus Psihoyos, City Engineer
Bob Schiesl, Assistant City Engineer

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**TO:** Michael C. Van Milligen, City Manager

**FROM:** Amy Scheller, Fire Chief
Jim Bousley, Project Manager

**DATE:** July 28, 2026

**SUBJECT:** Dubuque Fire Headquarters Bunkroom Remodel Project
Public Hearing
Project No. 1315000025

## INTRODUCTION

This memorandum requests the City Council conduct a public hearing for the Dubuque Fire Headquarters Bunkroom Remodel Project.

## BACKGROUND

The Fire Headquarters bunkroom and bathroom improvements were identified as a major project within the City Council's 2024-2026 Goals and Priorities and is intended to modernize firefighter living accommodations that support personnel assigned to 24-hour shifts. The project received budget support in the FY25 CIP budget process. The project will renovate the existing bunkroom and bathroom areas by converting two open-concept dormitory sleeping areas into up to twelve individual bunkrooms and reconfiguring existing restroom facilities into four private, lockable bathroom and shower rooms. The project is intended to improve privacy, firefighter health and wellness, fatigue mitigation, and overall workplace functionality. The completed project will provide a modernized living environment that better supports firefighter wellness, operational readiness, and the long-term functionality of Fire Headquarters.

Prior to advancing the project, the departments worked with industry partners to develop preliminary concepts and obtain an opinion of probable construction costs to better define the project scope and budget requirements. Following this work, the department selected an architectural firm (FEH Design) to complete the design, code review, space planning, construction documents, specifications, and cost estimating identified within the project scope.

## DISCUSSION

The scope of the project will provide for the remodeling of existing Fire Headquarters second floor includes the removal of plumbing fixtures, walls, doors, ceilings, and tile flooring in existing group shower/restrooms; removal of existing lockers and integral bases; removal of one fire pole and enclosing of associated floor opening; construction of new individual shower/restrooms in location of former restrooms and individual

sleeping rooms in locations of former bunkrooms and locker room; upgrades to existing hot water system; installation of electrical, lighting, and fire alarm devices associated with the new construction.

## PROJECT SCHEDULE

The project development schedule for the project will be as follows:

| | |
|---|---|
| Initiate Public Bidding Process | July 20, 2026 |
| Publish Notice to Bidders, Advertise for Bids | July 24, 2026 |
| Notice of Public Hearing on Plans and Specs | July 24, 2026 |
| Public Hearing on Plans and Specs | August 3, 2026 |
| Receipt of Bid Proposals | August 6, 2026 |
| Award Construction Contract | August 17, 2026 |
| Completion Date | December 30, 2026 |

## RECOMMENDATION

I recommend that the City Council conduct a public hearing and approve the plans, specifications, form of contract and construction estimate for the Dubuque Fire Headquarters Bunkroom Remodel Project.

## BUDGET IMPACT

The estimate of probable cost for the Dubuque Fire Headquarters Bunkroom Remodel Project is summarized in the following table:

| PROJECT COSTS | ESTIMATE |
|---|---|
| Construction Contract | $ 532,440 |
| Contingency | 53,244 |
| Architectural Consultant Services - FEH Design | 49,670 |
| Engineering Dept Staff Services - Project Management | 5,000 |
| **Total Project Cost** | **$ 640,354** |

The proposed funding for the project is summarized in the following table:

| Project No. | Fund Description | Fund Amount |
|---|---|---|
| 1315000025 | DBQ Fire Dept HQ Bunkroom Remodel Project | $ 640,354 |
| **Total Project Funding** | | **$ 640,354** |

Funding for this project was included in the Fire Departments FY25 Budget, and the funds were carried over in FY26. FY26 funds for the Fire Dept HQ Bunkroom Remodel Project will be included in the FY27 budget carryover process.

**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 Dubuque Fire Headquarters Bunkroom Remodel Project through adoption of the attached resolution.

Prepared by: Jim Bousley, Project Manager
cc: Gus Psihoyos, City Engineer
Bob Schiesl, Assistant City Engineer

F:\PROJECTS\Fire Station 1 HQ\2026 Fire Dept HQ Bunkroom Remodel Project\Council Documents

Prepared by Jim Bousley, Project Manager City of Dubuque Engineering, 50 W. 13th St. Dubuque, IA 52001 (563)589-4272
Return to Adrienne N. Breitfelder City Clerk City of Dubuque, 50 W. 13th St. Dubuque, IA 52001 (563)589-4100

**RESOLUTION NO. _____ -26**

**DUBUQUE FIRE HEADQUARTERS BUNKROOM REMODEL PROJECT**

**APPROVAL OF PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST**

**WHEREAS**, the project will include the remodeling of the existing Fire Headquarters second floor including the removal of plumbing fixtures, walls, doors, ceilings, and tile flooring in existing group shower/restrooms; removal of existing lockers and integral bases; removal of one fire pole and enclosing of associated floor opening; construction of new individual shower/restrooms in location of former restrooms and individual sleeping rooms in locations of former bunkrooms and locker room; upgrades to existing hot water system; installation of electrical, lighting, and fire alarm devices associated with aforementioned new construction; and

**WHEREAS**, the City Council, by Resolution No. 284-26, dated July 20, 2026, preliminarily approved the plans, specifications, form of contract, and estimated cost for the Dubuque Fire Headquarters Bunkroom Remodel Project; and

**WHEREAS**, pursuant to published notice and published advertisement for bids, a public hearing was held on August 3, 2026, on the plans, specifications, form of contract, and estimated cost for the Dubuque Fire Headquarters Bunkroom Remodel 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 Dubuque Fire Headquarters Bunkroom Remodel Project in the estimated construction amount of $532,440.00 are hereby approved.

Passed, adopted and approved this the 3rd day of August 2026.

Attest: _____
Brad M. Cavanagh, Mayor

_____
Adrienne N. Breitfelder, City Clerk

Copyrighted
August 3, 2026

**City of Dubuque**
**City Council**

**PUBLIC HEARINGS # 3.**

| | |
|---|---|
| **ITEM TITLE:** | Public Hearing for the Issuance of Not to Exceed $2,542,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) – Terminal Street Pumping Station Rehabilitation Project |
| **SUMMARY:** | Proof of publication on notice of public hearing to consider City Council approve the issuance of not to exceed $2,542,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Terminal Street Pumping Station Rehabilitation Project, and City Manager recommending approval.<br>**RESOLUTION** Taking additional action on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement |
| **SUGGUESTED DISPOSITION:** | Receive and File; Adopt Resolution(s) |

**ATTACHMENTS:**

1. Terminal Lift Station SRF Public Hearing_MVM Memo_2026_07_28
2. Terminal Lift Station SRF Public Hearing_Staff memo_2026_07_28
3. 2nd Half Hrg Only Sewer Rev LDA (Pumping Station Rehab) (Dubuque #28 2026)-v1

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**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Public Hearing for the Issuance of Not to Exceed $2,542,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) – Terminal Street Pumping Station Rehabilitation Project

**DATE:** July 28, 2026

Chief Financial Officer Jennifer Larson recommends that a public hearing held on the issuance of not to exceed $2,542,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Terminal Street Pumping Station Rehabilitation Project.

The State Revolving Fund loan will have a variable interest rate of 2.85% plus a servicing fee of 0.25%, a twenty-year term, and will be abated from the sanitary sewer fund.

The proceedings have been prepared to show as a first step the receipt of any oral or written objections from any resident or property owner to the proposed action of the Council to authorize the form of Loan and Disbursement Agreement and issue the Notes to the Iowa Finance Authority. A summary of objections received or made, if any, should be attached to the proceedings. After all objections have been received and considered if the Council decides to enter into the Agreement and issue the Notes, a form of resolution follows that should be introduced and adopted, entitled “Resolution taking additional action on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement.”

In the event the Council decides to abandon the proposal, then the form of resolution included in said proceedings should not be adopted. In this event, a motion merely be adopted to the effect that such proposal is abandoned.

I concur with the recommendation and respectfully request Mayor and City Council approval.

Michael C. Van Milligen

MCVM/jml
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer
Gus Psihoyos, City Engineer
Brian DeMoss, Finance Manager
Laura Bendorf, Budget Manager

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**TO:** Michael C. Van Milligen, City Manager

**FROM:** Jennifer Larson, Chief Financial Officer

**SUBJECT:** Public Hearing for the Issuance of Not to Exceed $2,542,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) – Terminal Street Pumping Station Rehabilitation Project

**DATE:** July 29, 2026

**INTRODUCTION**
This memorandum requests the City Council to conduct a public hearing on the issuance of a not to exceed $2,542,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) Terminal Street Pumping Station Rehabilitation 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 beyond its intended service life.

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 into 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.

In April 2026, the City Council adopted a resolution authorizing the public bidding process and setting a public hearing on the plans, specifications, form of contract, and estimated cost for the 2026 Terminal Street Pumping Station Rehabilitation Project.

**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.

The State Revolving Fund loan will have a variable interest rate of 2.85% plus a servicing fee of 0.25%, a twenty-year term, and will be abated from the sanitary sewer fund.

**ACTION TO BE TAKEN**

I respectfully request the City Council conduct a public hearing for the proposed issuance not to exceed $2,542,000 in Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) for Terminal Street Pumping Station Rehabilitation Project.

Attachments

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Brian DeMoss, Finance Manager
Laura Bendorf, Budget Manager

DORSEY
DORSEY + WHITNEY LLP

July 28, 2026

**VIA EMAIL**
Jenny Larson
Chief Financial Officer
Dubuque, Iowa

Re: $2,542,000 SRF Sewer Revenue Loan and Disbursement Agreement
Our File No. 430411-28

Dear Jenny:

We have prepared and attach proceedings for the August 3, 2026, City Council meeting related to the public hearing and additional action on the Sewer Revenue Loan and Disbursement Agreement (the "Agreement") in connection with the 2026 Terminal Street Pumping Station Rehabilitation Project.

The proceedings attached include the following items:

1. Minutes of the meeting covering the public hearing, followed by the resolution taking additional action in connection with the Agreement. This resolution simply sets forth the City Council's determination to enter into the Agreement in the future, and its adoption constitutes the "additional action" required by the Iowa Code.

2. Attestation Certificate with respect to the validity of the transcript.

On August 3, 2026, the City Council should meet as scheduled and hold the hearing on its intention to enter into the Agreement. The minutes as drafted assume that no objections will be filed or made.

Please return one fully executed copy of these proceedings to our office as soon as possible. Please call me if you have questions.

Best regards,

David D. Grossklaus

John P. Danos

Attachments

cc: Crenna Brumwell
Adrienne Breitfelder
Deron Muehring
Tionna Pooler
Tony Toigo
Lee Wagner
Yolanda Attaway

(Hearing – Sewer Revenue)

430411-28

Dubuque, Iowa

August 3, 2026

The City Council of the City of Dubuque, Iowa, met on August 3, 2026, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa. The meeting was called to order by the Mayor, and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

• • Other Business• •

**PUBLIC HEARING**

This being the time and place specified for holding the public hearing and taking action on the proposal to enter into a Sewer Revenue Loan and Disbursement Agreement, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor declared the public hearing closed.

**MOTION TO APPROVE RESOLUTION**

After due consideration and discussion, Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted, as follows:

RESOLUTION NO. ____

Resolution taking additional action on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement

WHEREAS, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the "Utility") in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the "Council"), and no board of trustees exists for this purpose; and

WHEREAS, pursuant to prior resolutions of the Council, the City has heretofore issued Sewer Revenue bonds or notes as set forth in prior proceedings of the Council, and a portion of such prior Sewer Revenue debt remains outstanding (the "Outstanding Indebtedness"); and

WHEREAS, pursuant to the resolutions relating to and authorizing the Outstanding Indebtedness (the "Outstanding Bond Resolutions") the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Indebtedness under the terms and conditions set forth in the Outstanding Bond Resolutions; and

WHEREAS, the City has heretofore proposed to contract indebtedness and enter into a certain Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed $2,542,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility, and has published notice of the proposed action and has held a hearing thereon on August 3, 2026;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Dubuque, Iowa, as follows:

Section 1. The City Council hereby determines to enter into the Agreement in the future and orders that Sewer Revenue Bonds be issued at such time in evidence thereof. The City Council further declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved August 3, 2026.

_____
Mayor

Attest:

_____
City Clerk

• • Other Business• •

On motion and vote, the meeting adjourned.

_____
Mayor

Attest:

_____
City Clerk

**ATTESTATION CERTIFICATE:**

STATE OF IOWA
DUBUQUE COUNTY SS:
CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to the hearing on the City Council's intention to enter into a Sewer Revenue Loan and Disbursement Agreement in a principal amount not to exceed $2,542,000.

WITNESS MY HAND this ____ day of _____, 2026.

_____
City Clerk

Copyrighted
August 3, 2026

**City of Dubuque**
**City Council**

**PUBLIC HEARINGS # 4.**

| | |
|---|---|
| **ITEM TITLE:** | Public Hearing for the Issuance of Not to Exceed $2,663,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) – Water & Resource Recovery Center Industrial Controls Project |
| **SUMMARY:** | Proof of publication on notice of public hearing to consider City Council approve the issuance of not to exceed $2,663,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) – Water & Resource Recovery Center Industrial Controls Project, and City Manager recommending approval.<br>**RESOLUTION** Taking additional action on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement |
| **SUGGUESTED DISPOSITION:** | Receive and File; Adopt Resolution(s) |

**ATTACHMENTS:**

1. WRRC Industrial Controls SRF Public Hearing_MVM Memo_2026_07_28
2. WRRC Industrial Controls SRF Public Hearing_Staff memo_2026_07_28
3. 2nd Half Hrg Only Sewer Rev LDA (WRRC Ind Ctrls) (Dubuque #22 2026)-v1

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**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Public Hearing for the Issuance of Not to Exceed $2,663,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) – Water & Resource Recovery Center Industrial Controls Project

**DATE:** July 28, 2026

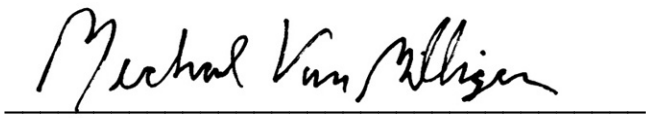
Chief Financial Officer Jennifer Larson recommends that a public hearing be held on the issuance of not to exceed $2,663,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) – Water & Resource Recovery Center Industrial Controls Project.

The State Revolving Fund loan will have a variable interest rate of 2.85% plus a servicing fee of 0.25%, a twenty-year term, and will be abated from the sanitary sewer fund.

The proceedings have been prepared to show as a first step the receipt of any oral or written objections from any resident or property owner to the proposed action of the Council to authorize the form of Loan and Disbursement Agreement and issue the Notes to the Iowa Finance Authority. A summary of objections received or made, if any, should be attached to the proceedings. After all objections have been received and considered if the Council decides to enter into the Agreement and issue the Notes, a form of resolution follows that should be introduced and adopted, entitled “Resolution taking additional action on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement.”

In the event the Council decides to abandon the proposal, then the form of resolution included in said proceedings should not be adopted. In this event, a motion merely be adopted to the effect that such proposal is abandoned.

I concur with the recommendation and respectfully request Mayor and City Council approval.



Michael C. Van Milligen

MCVM/jml
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Jennifer Larson, Chief Financial Officer
Gus Psihoyos, City Engineer
Brian DeMoss, Finance Manager
Laura Bendorf, Budget Manager

THE CITY OF DUBUQUE
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Dubuque All-America City 2007 • 2012 • 2013

**TO:** Michael C. Van Milligen, City Manager

**FROM:** Jennifer Larson, Chief Financial Officer

**SUBJECT:** Public Hearing for the Issuance of Not to Exceed $2,663,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) – Water & Resource Recovery Center Industrial Controls Project

**DATE:** July 28, 2026

**INTRODUCTION**
This memorandum requests the City Council to conduct a public hearing on the issuance of a not to exceed Setting a Public Hearing for the Issuance of Not to Exceed $2,663,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) – Water & Resource Recovery Center Industrial Controls Project.

**BACKGROUND**
The Water & Resource Recovery Center (WRRC) is a critical part of Dubuque's public infrastructure, providing wastewater treatment services for residential, commercial, and industrial users throughout the region. The facility underwent a major upgrade in 2013, which included the installation of automated control systems that act as the 'brains' of the WRRC across multiple buildings, telling treatment equipment when to turn on, off, or adjust, while also monitoring overall performance.

Following the COVID-19 pandemic, the WRRC's control equipment began to face unexpected challenges. Global supply chain disruptions caused manufacturers to shift their limited resources away from supporting older equipment models into their new product lines. As a result, many electrical components that would typically remain supported for 20 years or more were prematurely discontinued. This has made it increasingly difficult, and in some cases impossible, to find replacement parts for key control systems. To address this issue, a multi-phase capital improvement project was developed to modernize the WRRC's control systems.

Funding for the Industrial Controls Upgrade project [4381500017] was approved by the City Council as part of the Fiscal Year 2025 budget. The total project cost was originally

estimated to be $3 million and was to be funded over three years through a combination of Sanitary Sewer Construction Funds and State Revolving Fund loans.

In September 2025, the City Council adopted Resolution 303-25, authorizing the public bidding process and setting a public hearing on the plans, specifications, form of contract, and estimated cost for the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades project (Project).

**DISCUSSION**

The Industrial Controls Upgrade project will be implemented in multiple phases to ensure continuity of operations and minimize disruption to critical treatment processes. Each phase will target a subset of buildings, allowing for a controlled transition to modern control infrastructure while maintaining full facility functionality.

Phase I, the 2025 Water & Resource Recovery Center MCC Communications and PLC Upgrades (Project), will focus on Building 10 (Headworks) and Building 75 (Solids Handling). These buildings were prioritized due to the complexity of their control systems, and the critical nature of their processes. Notably, Building 75 contains the largest number of electrical control components at the WRRC. Replacing this equipment early addresses a high-priority area and also creates an opportunity to salvage the functional legacy components which can be used in the event of electrical control failure in other buildings before their scheduled upgrades.

The project construction work will span nearly two years from bid opening to final acceptance. After the contract award, the contractor will prepare and submit shop drawings for engineer review. Once approved, the contractor will order the electrical control equipment which has a long lead time. Delivery of the electrical control components is not expected until late 2026, with installation, testing, and commissioning continuing into mid-2027.

The State Revolving Fund loan will have a variable interest rate of 2.85% plus a servicing fee of 0.25%, a twenty-year term, and will be abated from the sanitary sewer fund.

**ACTION TO BE TAKEN**

I respectfully request the City Council conduct a public hearing for the proposed issuance not to exceed $2,663,000 Sewer Revenue Capital Loan Notes (State Revolving Loan Fund Program) – Water & Resource Recovery Center Industrial Controls Project.

Attachments

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Brian DeMoss, Finance Manager
Laura Bendorf, Budget Manager

DORSEY
DORSEY + WHITNEY LLP

July 28, 2026

**VIA EMAIL**
Jenny Larson
Chief Financial Officer
Dubuque, Iowa

Re: $2,663,000 SRF Sewer Revenue Loan and Disbursement Agreement
Our File No. 430411-22

Dear Jenny:

We have prepared and attach proceedings for the August 3, 2026, City Council meeting related to the public hearing and additional action on the Sewer Revenue Loan and Disbursement Agreement (the "Agreement") in connection with the 2025 Water & Resource Recovery Center MCC Communication and PLC Upgrades Project.

The proceedings attached include the following items:

1. Minutes of the meeting covering the public hearing, followed by the resolution taking additional action in connection with the Agreement. This resolution simply sets forth the City Council's determination to enter into the Agreement in the future, and its adoption constitutes the "additional action" required by the Iowa Code.

2. Attestation Certificate with respect to the validity of the transcript.

On August 3, 2026, the City Council should meet as scheduled and hold the hearing on its intention to enter into the Agreement. The minutes as drafted assume that no objections will be filed or made.

Please return one fully executed copy of these proceedings to our office as soon as possible. Please call me if you have questions.

Best regards,

David D. Grossklaus

John P. Danos

Attachments

cc: Crenna Brumwell
Adrienne Breitfelder
Deron Muehring
Tionna Pooler
Tony Toigo
Lee Wagner
Yolanda Attaway

(Hearing – Sewer Revenue)

430411-22

Dubuque, Iowa

August 3, 2026

The City Council of the City of Dubuque, Iowa, met on August 3, 2026, at 6:30 p.m., at the Historic Federal Building, 350 W. 6th St, Second Floor Council Chambers, Dubuque, Iowa. The meeting was called to order by the Mayor, and the roll was called showing the following members of the Council present and absent:

Present: _____

Absent: _____.

• • Other Business• •

**PUBLIC HEARING**

This being the time and place specified for holding the public hearing and taking action on the proposal to enter into a Sewer Revenue Loan and Disbursement Agreement, the City Clerk announced that no written objections had been placed on file. Whereupon, the Mayor called for any written or oral objections, and there being none, the Mayor declared the public hearing closed.

**MOTION TO APPROVE RESOLUTION**

After due consideration and discussion, Council Member _____ introduced the following resolution and moved its adoption, seconded by Council Member _____. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted, as follows:

RESOLUTION NO. ____

Resolution taking additional action on proposal to enter into a Sewer Revenue Loan and Disbursement Agreement

WHEREAS, the City of Dubuque (the "City"), in Dubuque County, State of Iowa, did heretofore establish a Municipal Sanitary Sewer System (the "Utility") in and for the City which has continuously supplied sanitary sewer service in and to the City and its inhabitants since its establishment; and

WHEREAS, the management and control of the Utility are vested in the City Council (the "Council"), and no board of trustees exists for this purpose; and

WHEREAS, pursuant to prior resolutions of the Council, the City has heretofore issued Sewer Revenue bonds or notes as set forth in prior proceedings of the Council, and a portion of such prior Sewer Revenue debt remains outstanding (the "Outstanding Indebtedness"); and

WHEREAS, pursuant to the resolutions relating to and authorizing the Outstanding Indebtedness (the "Outstanding Bond Resolutions") the City reserved the right to issue additional obligations payable from the net revenues of the Utility and ranking on a parity with the Outstanding Indebtedness under the terms and conditions set forth in the Outstanding Bond Resolutions; and

WHEREAS, the City has heretofore proposed to contract indebtedness and enter into a certain Sewer Revenue Loan and Disbursement Agreement (the "Agreement") and to borrow money thereunder in a principal amount not to exceed $2,663,000, pursuant to the provisions of Section 384.24A of the Code of Iowa, for the purpose of paying the cost, to that extent, of planning, designing and constructing improvements and extensions to the Utility, and has published notice of the proposed action and has held a hearing thereon on August 3, 2026;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Dubuque, Iowa, as follows:

Section 1. The City Council hereby determines to enter into the Agreement in the future and orders that Sewer Revenue Bonds be issued at such time in evidence thereof. The City Council further declares that this resolution constitutes the "additional action" required by Section 384.24A of the Code of Iowa.

Section 2. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Section 3. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved August 3, 2026.

_____
Mayor

Attest:

_____
City Clerk

• • Other Business• •

On motion and vote, the meeting adjourned.

_____
Mayor

Attest:

_____
City Clerk

**ATTESTATION CERTIFICATE:**

STATE OF IOWA
DUBUQUE COUNTY SS:
CITY OF DUBUQUE

I, the undersigned, City Clerk of the City of Dubuque, do hereby certify that attached hereto is a true and correct copy of the proceedings of the City Council relating to the hearing on the City Council's intention to enter into a Sewer Revenue Loan and Disbursement Agreement in a principal amount not to exceed $2,663,000.

WITNESS MY HAND this ____ day of _____, 2026.

_____
City Clerk

Copyrighted
August 3, 2026

**City of Dubuque**
**City Council**

**ACTION ITEMS # 1.**

| | |
|---|---|
| **ITEM TITLE:** | FY27 Dubuque Regional Humane Society Contracted Services Agreement and Negotiations |
| **SUMMARY:** | City Manager recommending City Council approve a five-year contracted services agreement between the City of Dubuque and the Dubuque Regional Humane Society effective July 1, 2026-June 30, 2031, and authorize the Mayor to sign the agreement. |
| **SUGGUESTED DISPOSITION:** | Receive and File; Approve |

**ATTACHMENTS:**

1. MVM Memo Dubuque Regional Humane Society FY27 Contracted Services Agreement
2. 2026.07.28 Staff Memo DRHS FY27 Contracted Services Agreement
3. NEED MAYOR SIGNATURE DRHS contracted services agreement FY27-31

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:** FY27 Dubuque Regional Humane Society contracted services agreement and negotiations.

**DATE:** July 30, 2026

Public Health Director Mary Rose Corrigan is recommending City Council approve a five-year contracted services agreement between the City of Dubuque and the Dubuque Regional Humane Society effective July 1, 2026-June 30, 2031, and authorize the Mayor to sign the agreement.

The $212,207 amount in the agreement was approved in the FY27 budget.

Proposed is a five-year agreement negotiated with the DRHS that includes the following substantive changes from the existing agreement:

- Establishes a year one amount of $212,207, an 18% increase from FY26.
- Establishes a year of the amount of $240,000, a 13% increase over the previous year.
- Establishes years three through five at an annual CPI-U increase, with the ability of both parties to renegotiate the costs.
- Requires the city to outsource and/or pay additional veterinary fees for animals due to the Humane Society's limited veterinarian coverage. (FY26 costs were $5015 for veterinarian care plus $3500 for rabies observations for a total of $8515).
- Extends the deadline for DRHS- required reports being submitted.
- Limits after hours DRHS assistance to phone calls.
- Adds a non-binding provision to research and explore a Community Cat program.

Looking to the future, however, the DRHS cost structure and continued rising costs are not a sustainable option for the city if they continue to request increases greater than the rate of inflation. In addition, the city's' costs with area veterinarians will also increase due to the DRHS having limited veterinarian coverage.

Mary Rose further recommends that should Dubuque Humane Society seek an increase higher than CPI in any of the final three years (FY 29 – FY 31) that at that time the city staff explore alternative partnerships and arrangements for housing and

impounding city stray, abandoned, lost or held animals due to the ongoing DRHS increases in costs.

I concur with the recommendation and respectfully request Mayor and City Council approval.

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Mary Rose Corrigan, Public Health Director
Jennifer Larson, Chief Financial Officer
Jason Lehman, Assistant City Attorney

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:** Mary Rose Corrigan, Public Health Director

**DATE:** July 28, 2026

**RE:** This memorandum presents the FY27 Dubuque Regional Humane Society contracted services agreement and negotiations.

## INTRODUCTION

This memorandum is a recommendation to approve Dubuque Regional Humane Society (DRHS) FY27 Contracted Services Agreement. I further recommend that should Dubuque Regional Humane Society seek an increase higher than CPI in any of the final three years (FY 29 – FY 31) that at that time the city staff explore alternative partnerships and arrangements for housing and impounding city stray, abandoned, lost or held animals due to the ongoing DRHS increases in costs.

## BACKGROUND

The current four- year agreement between the city and the DRHS began July 1, 2022, and expired June 30, 2026. The length of past agreements with the DRHS have varied between one and five years. The multi-year agreements included an annual increase according to the Consumer Price Index (CPI) as published by the federal government. This annual increase allowed both the city and the DRHS to plan for future years. The past agreements also required a cost allocation report where the DRHS calculated their costs based on the services outlined in the agreement and the percentage of their costs allocated for city animals. The cost per animal on the most recent cost allocation report was $271 per animal. Per animal includes dogs, cats and wildlife. In 2026, the DRHS estimated 62% of the animals they took in were city animals, meaning they were brought in by citizen finders, Police and Animal Control Officers.

## HISTORY OF CONTRACTS AND PAYMENTS TO DRHS

| FY | Annual Amount | Amount Increased from Previous Year |
|---|---|---|
| FY1999 | $ 26,940.00 | |
| **FY** | **Annual Amount** | **Amount Increased from** |

| | | Previous Year |
|---|---|---|
| FY2000 | $ 27,756.00 | 3% |
| FY2001 | $ 28,584.00 | 3% |
| FY2002 | $ 29,304.00 | 2.5% |
| FY2003 | $ 30,036.00 | 2.5% |
| FY2004 | $ 30,636.00 | 2% |
| FY2005 | $ 46,400.00 | 51% |
| FY2006 | $ 71,400.00 | 54% |
| FY2007 | $ 106,400.00 | 4% |
| FY2008 | $ 109,400.00 | 3% |

| FY | Annual Amount | CPI Index Percentage/Contract Note | CPI Year Beginning 2016 |
|---|---|---|---|
| FY 2009 | $ 112,400.00 | New contract | |
| FY 2010 | $ 115,772.00 | 3% | |
| FY 2011 | $ 119,245.00 | 3% | |
| FY 2012 | $ 122,822.00 | 3% | |
| FY 2013 | $ 126,507.00 | 3% | |
| FY 2014 | $ 130,303.00 | 5% New contract | |
| FY 2015 | $ 133,039.00 | 2% New contract amended to 2015-2020 | |
| FY 2016 | $ 123,142.00 | 1.0% | May-16 |
| FY 2017 | $ 124,373.42 | 1.9% | May-17 |
| FY 2018 | $ 126,736.51 | 2.8% | May-18 |
| FY 2019 | $ 130,285.14 | 1.9% | May-19 |
| FY 2020 | $ 132,630.00 | 2% New contract | May-20 |
| FY 2021 | $ 146,335.55 | 5.0% | May-21 |
| FY 2022 | $ 150,614.00 | 3% New contract | May-22 |
| FY 2023 | $ 162,900.00 | 4.0% | May-24 |
| FY 2024 | $ 169,416.00 | 4.0% | May-23 |
| FY 2025 | $ 175,007.00 | 3.3% | May-24 |
| FY 2026 | $ 179,207.00 | 2.4% | May-25 |

**DRHS CONTRACT NEGOTIATIONS AND HIGHLIGHTS**

Dubuque Regional Humane Society and city staff began meeting in September 2025 to negotiate and prepare a new contract beginning July 1, 2026. DRHS presented a preliminary May-July 2025 cost allocation report and predicted a necessary $20,000 increase (11%) to $199,207 for a starting point to a new contract based for FY27.

October 9, 2025, Jennifer Larson and I met with Board Chair Amy Wagner and Vice Chair Jayme Ironside, Board Member Emeritus Kathy Sigman (who also volunteers to compile city cost reports etc. as required by our contract) along with DRHS Operations Director Mellissa Krepfle. DRHS discussed many challenges related to increasing costs. Jennifer and I emphasized that a $20,000 increase would require significant justification and the DRHS agreed to provide more information.

On November 19, 2025, Jennifer Larson and I met to discuss a more recent cost analysis provided by Amy Wagner on November 14, 2025. We had many questions. Jennifer did extensive research on DRHS IRS Form 990 and an analysis of their costs. We then followed up with a set of questions for DRHS prior to our next meeting.

December 2, 2025, DRHS announces appointment of Board Vice-Chair Jayme Ironside to the President and CEO role.

December 3, 2025, Jennifer Larson and I met with DRHS representatives including Jayme Ironside, Amy Wagner, Kathy Sigman and Mellisa Krepfle. They discussed many of the same issues as in previous meetings. Jayme agreed to provide responses to our questions and a draft of FAQs for budget justification by December 15, 2025.

December 2025, Jayme Ironside provides a summary and FAQ document to support budget justification for FY27, and the 2026 DRHS budget as required by contract. The FAQ document and in-person discussions answered most of our questions.

January 2026, DRHS provides additional information as requested by the city. The city then requested additional information and their funding request for FY27.

Shortly after receiving that response, I requested the information DRHS had not included from the requests in the letter of January 6, 2026. I also requested a final funding request for FY27. DRHS replied with a request of $249,237, a 39% increase along with additional information based on their current status and operational realities.

Information was gathered from Dubuque County, regarding their contract with DRHS, which was renewed on July 1, 2025, for two years through June 2027. The DRHS stated this new county contract was to gradually bring the Dubuque County contract in line with current costs and fees.

The city then requested the DRHS provide us with an agreement with the same price structure as their agreement with Dubuque County, which is a “cost per animal” structure instead of a flat annual fee. We also included a minimum annual fee of $179,207 with additional payments if the number of animals brought in by the city cost more than the $179,207 base amount. Using FY2025 data or city animals brought to the DRHS and applied to the county contract structure would result in a cost of $160,490 This was not agreed to by DRHS indicating they could not offer us the same

cost per animal fee because City animals had a higher cost than county animals and city animals accounted for 62% of animals brought to the DRHS.

In April 2026, DRHS submitted a cost allocation report projecting estimated costs for FY 26 at $177 cost per animal and a shortfall of $70,415 through June 30, 2026. DRHS proposed two options, 1) a flat fee option at $230,000 (28% increase) plus annual CPI increases or 2) a cost per animal option of $250 per stray/lost dog and $160 per stray/lost cat, which is 39% higher than the Dubuque County fee of $180 per dog and 45% higher than the Dubuque County fee of $110 per cat for FY27. Based on FY 2025 data, the annual cost per animal option would be $226,910. With FY 26 increases in animals taken to the shelter, the cost would most likely be higher than this estimate. The city then proposed a four-year agreement starting at $212,207 (an 18% increase from FY26) with annual CPI increases.
The DRHS counteroffer was a two-year contract of $212,207 for FY27 and increase to $240,000 (13% increase from FY27) in FY28.

Since new processes and management have been established, city staff recommended a one-year contract which would also allow for an additional year of DRHS cost allocation reports and a more accurate estimate of city costs related to the contract. The DRHS agreed. However, considering the extensive research and staff time by numerous city and DRHS staff, a one-year agreement was not what either party initially preferred. The city then proposed an additional offer to extend the one-year contract, which included the following:

- Year one: $212,207
- Year two: $240,000
- Years three-five: increase by annual Consumer Price Index for All Urban Consumers (CPI-U) for 12-month period ending in May, with base starting at $240,000

Both DRHS and city staff agreed to this proposal. The final contract also included a provision in years three through five to renegotiate the amount and adds the concept of exploring a Community Cat program to reduce the overpopulation of unwanted and stray cats.

Looking to the future, however, the DRHS cost structure and continued rising costs are not a sustainable option for the city if they continue to request increases greater than the rate of inflation. In addition, the city's' costs with area veterinarians will also increase due to the DRHS having limited veterinarian coverage.

Proposed is a five-year agreement negotiated with the DRHS that includes the following substantive changes from the existing agreement:

- Establishes a year one amount of $212,207, an 18% increase from FY26.
- Establishes a year two (FY28) amount of $240,000, a 13% increase over the previous year.

- Establishes years three through five at an annual CPI-U increase, with the ability of both parties to renegotiate the costs.
- Requires the city to outsource and/or pay additional veterinary fees for animals due to the Humane Society's limited veterinarian coverage. (FY26 costs were $5015 for veterinarian care plus $3500 for rabies observations for a total of $8515).
- Extends the deadline for DRHS required reports being submitted.
- Limits after hours DRHS assistance to phone calls.
- Adds a non-binding provision to research and explore a Community Cat program.

**RECOMMENDATION**

I recommend that the City Council approve a five-year contracted services agreement between the City of Dubuque and the Dubuque Regional Humane Society effective July 1, 2026-June 30, 2031.

I further recommend that should Dubuque Humane Society seek an increase higher than CPI in any of the final three years (FY 29 – FY 31) that at that time the city staff explore alternative partnerships and arrangements for housing and impounding city stray, abandoned, lost or held animals due to the ongoing DRHS increases in costs.

**BUDGET IMPACT**

The $212,207 amount in the agreement was approved in the FY27 budget.

**COUNCIL ACTION**

Authorize the Mayor to sign the attached agreement between the City of Dubuque and the Dubuque Regional Humane Society on behalf of the City of Dubuque.

Cc Crenna Brumwell, City Attorney
Jason Lehman, Assistant City Attorney
Jennifer Larson, Chief Financial Officer

MRC/cm

**AGREEMENT**
BETWEEN
**THE CITY OF DUBUQUE, IOWA**
AND
**DUBUQUE REGIONAL HUMANE SOCIETY**

This Agreement, dated for reference purposes the 1st day of July, 2026, is made and entered into by and between the City of Dubuque, Iowa (the "City"), an Iowa municipal corporation, and the Dubuque Humane Society, an Iowa nonprofit corporation doing business as the Dubuque Regional Humane Society ("DRHS").

Whereas, the City has no suitable shelter for dogs, cats and other animals to be taken to or received pursuant § 7-6B-10 of the City of Dubuque Code of Ordinances (hereinafter, the "City Code"); and

Whereas, DRHS is an incorporated society which maintains suitable shelter (the "Shelter") where animals may be taken or received pursuant to § 7-6B-10 of the City Code; and

Whereas, it is deemed to be in the best interests of the City to enter into an agreement with DRHS to provide animal housing and services for the City.

**NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:**

**SECTION 1. TERM.** The term of this Agreement is from July 1, 2026, through and including June 30, 2031 (the "Term").

**SECTION 2. DEFINITIONS.** For all purposes related to this Agreement, the terms listed in this Section 2 shall be defined as stated below:

2.1 **After-Hours**: Any time(s) occurring outside of DRHS's established normal business and internal hours of operation, as expressed in **Exhibit 3** of this Agreement.

2.2 **Animal Holding**: The temporary care, custody, and control of an animal by DRHS beyond the standard intake or stray holding period, when such animal is required to be retained for a special duration such as, but not limited to, identification status, quarantine requirements, legal proceedings, investigative purposes, and directive by the City.

2.3 **Community Cat**: Any free-roaming, unowned, or feral cat living outdoors, regardless of whether the cat is socialized or unsocialized.

2.4 **Critter**: Any domesticated animal other than a cat or dog.

2.5 **Event of Force Majeure**: An act of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefor; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; pandemic or

epidemic; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected and which by the exercise of due diligence could not be reasonably prevented or overcome.

2.6 **Expenses Report**: As defined in Section 8.1 hereof.

2.7 **Fiscal Year**: The period beginning July 1 and ending June 30.

2.8 **Losses**: As defined in Section 17.1 hereof.

2.9 **SNR (Shelter/Neuter/Release)**: A program in which Community Cats are impounded, spayed or neutered, vaccinated, ear-tipped, and returned to their location of origin.

2.10 **Stray** or **Stray Animal**: Any domesticated animal found wandering, roaming, or at large.

2.11 **Surrender**: The voluntary and intentional relinquishment of ownership, possession, and all legal rights to an animal by its owner or keeper.

2.12 **TNR (Trap/Neuter/Release)**: A program in which Community Cats are humanely trapped, spayed or neutered, vaccinated, ear-tipped, and returned to their location of origin.

2.13 **Wild Animal**: Any animal that lives in a state of nature and is not ordinarily tame, domesticated, or subject to human control.

2.14 **Wildlife**: All living creatures, particularly mammals, birds, and fish, that are not domesticated and that exist in a natural or unmanaged state.

**SECTION 3. SHELTER AND EQUIPMENT.**

3.1 DRHS must provide the shelter and all equipment in the shelter necessary for the operation of an animal shelter in accordance with the terms of this Agreement and all applicable laws, rules, regulations, orders, and ordinances, including those contained in the City Code. DRHS agrees to comply, at all times, with all applicable federal, state, and local laws, rules, regulations, orders, and ordinances.

3.2 DRHS must maintain the shelter in a clean and sanitary manner and must not permit any condition to exist that might constitute a public nuisance.

3.3 DRHS must manage and operate the shelter and provide proper and adequate housing and feeding for all animals which come into its custody pursuant to this Agreement.

**SECTION 4. COMPENSATION AND PAYMENT.**

4.1 **Annual Fee.** The City shall pay DRHS an annual fee for each Fiscal Year of the Term

as follows:

A. July 1, 2026 – June 30, 2027: $212,207 (two hundred twelve thousand, two hundred seven dollars);

B. July 1, 2027 – June 30, 2028: $240,000 (two hundred forty thousand dollars);

C. July 1, 2028 – June 30, 2029: $240,000 (two hundred forty thousand dollars) plus the annual CPI adjustment pursuant to Section 4.2 of this Agreement;

D. July 1, 2029 – June 30, 2030: the annual fee for the prior Fiscal Year, plus the annual CPI adjustment pursuant to Section 4.2 of this Agreement; and

E. July 1, 2030 – June 30, 2031: the annual fee for the prior Fiscal Year, plus the annual CPI adjustment pursuant to Section 4.2 of this Agreement.

The annual fee, plus the annual CPI adjustment, if any, is intended to cover all services provided by DRHS during the Fiscal Year for which such annual fee is paid, except those services specifically exempted herein.

4.2 **Annual CPI Adjustment.** Beginning July 1, 2028, and on July 1 of each Fiscal Year thereafter during the Term of this Agreement, the annual fee shall be increased by the annual percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, for the twelve-month period ending in May immediately preceding the applicable Fiscal Year, as published by the U.S. Bureau of Labor Statistics. Each adjustment shall be compounded annually, meaning that the adjusted amount from the prior Fiscal Year shall serve as the base for calculating the next adjustment. If the CPI-U is discontinued or materially revised, the parties shall mutually agree upon a reasonably comparable successor index.

4.3 **Request for Fee Review.** Notwithstanding the fee adjustment methodology established in Section 4.2, either party may request a review of the annual fee applicable to the next Fiscal Year by providing written notice to the other party no later than 180 (one hundred eight) (180) days prior to the commencement of such Fiscal Year. The written notice shall include the basis for the requested review, together with supporting information reasonably necessary to evaluate the request. Upon receipt of such notice, the parties shall meet and confer in good faith to review the request and negotiate any proposed adjustment to the annual fee. Any modification to the annual fee resulting from such review shall be effective only upon the mutual written agreement of the parties. If the parties are unable to reach agreement within sixty (60) days following commencement of negotiations, the parties shall jointly engage an independent accounting, financial, or other qualified consulting professional mutually acceptable to both parties to review the costs and circumstances supporting the requested adjustment and provide a non-binding recommendation. The costs of such review shall be shared equally by the parties unless otherwise agreed. If the parties remain unable to reach agreement following such review, either party may terminate this Agreement in accordance with Section 16, provided that all obligations under this Agreement shall remain in full force and effect during the notice period. Notwithstanding anything herein to the contrary, the annual fees listed in Sections 4.1(A) and (B) (for Fiscal Years 2026-27 and 2027-28,

respectively) shall not be subject to the fee review provisions of this paragraph.

4.4 **Animal Holding.** In addition to the annual fee, the City will pay Animal Holding fees to DRHS as described in Chart 1:

**Chart 1**

| Fee Type | Fee (FY2027) | Notes |
|---|---|---|
| **Animal Holding (see Section 2)** | Per Animal: $35/day + possible $100 medical fee or $80 euthanasia fee upon release<br>Per Litter: $50/day + possible $200 medical fee or $150 euthanasia fee upon release | City requested or approved; inclusive of other fees |

The City shall pay additional rates as outlined in Chart 1 for all defined Animal Holding periods as follows, provided the City has requested or approved each such hold and treatment.

A. Impounded animals with identification (e.g. microchip, tag, or tattoo): Charges shall apply only to the period beginning after the expiration of the unlicensed animal holding period established by City Code (currently three [3] days from the date of impoundment) and continuing through the applicable licensed animal holding period required by City Code (currently seven [7] days for dogs and five [5] days for cats, measured from the date notice is delivered to the owner pursuant to Section 12.1). Fees shall not apply during the initial unlicensed holding period but shall accrue only during the additional retention period required to comply with owner notification and disposition requirements under Sections 12.1 and 12.2 of this Agreement.

B. Animals held for rabies/bite quarantine: held for ten (10) days and observed for disease by DRHS. Animals showing signs of rabies and/or requiring testing will be billed separately.

C. Animals held for court cases: held for the period specified by the City.

D. Abandonment holds: held for the period specified by the City. If no communication is received from the City, DRHS has the authority to make placement decisions according to its policy.

E. Animals held for cruelty investigations: held for the period specified by the City.

F. Wild animals: DRHS will only impound wild animals if they are injured or involved in a hold case, and all such holds shall be at DRHS's sole and absolute discretion. There is no standard hold time for these animals unless they are part of a court case

or can be transferred to an appropriate rehabilitator or sanctuary.

G. Litters: held for the period specified by the City.

All holds shall be held by DRHS at DRHS's facility, unless the parties agree otherwise. DRHS agrees that no animal subject to Animal Holding shall be held at a foster home or anywhere other than DRHS's facility, without the City's express consent. Additional rates for undefined Animal Holding periods that fall outside of the scope of this Agreement shall be negotiated in good faith by both parties.

4.5 Each annual fee shall be payable in equal monthly installments due on or before the last day of each month.

**SECTION 5. DAILY FEE.** DRHS may retain any boarding or daily care fees charged to animal owners for animals received by the City's Animal Control personnel or the City's Police Department, as well as all fees charged for services outside the scope of this Agreement.

**SECTION 6. ANIMAL INTAKE AND CUSTODY.**

6.1 **Animals Eligible for Intake.** DRHS shall accept animals under this Agreement only if the animal originates within the geographic boundaries of the City, unless otherwise expressly authorized by the City. An animal shall be considered to originate within the City if it is:

- Impounded within City limits by City Animal Control or Police;
- Found within the City and/or delivered by a resident of the City; or
- Otherwise expressly authorized by the City for intake.

Animals reasonably believed to originate outside the City shall not create a payment obligation for the City unless expressly approved by the City.

6.2 **Transfer of Custody.** An animal shall be deemed accepted by DRHS upon physical delivery to DRHS and completion of DRHS's intake procedures. Upon acceptance, custody and responsibility for care of the animal transfers to DRHS, and DRHS assumes full responsibility for housing, feeding, veterinary care, and disposition consistent with applicable law.

**SECTION 7. RELEASING IMPOUNDED ANIMAL; RELATED FEES; LICENSING.**

7.1 Unless specifically approved by the City, DRHS may not, under any circumstances, release an impounded animal to the owner without the owner providing evidence showing that all due and owing pet license fees have been paid to the City.

A. Impoundment fees paid at DRHS will be paid to the City on or before the 15th day of each month for impoundment fees collected on behalf of the City during the previous calendar month.

B. For all unlicensed animals subject to the City's licensing fees, DRHS shall collect all pet licensing fees due and owing to the City prior to releasing the impounded animal. (Note that no licensing fees are required for dogs or cats under

six (6) months of age.) Licensing fees collected by DRHS shall be paid to the City on or before the 15th day of each month for licensing fees collected on behalf of the City during the previous calendar month.

C. For all impoundment fees collected by DRHS pursuant to Section 7.1(A) hereof and all licensing fees collected by DRHS pursuant to Section 7.1(B) hereof, DRHS agrees to complete the Information Form attached to this Agreement as Exhibit 2 and provide a completed copy of each such form to the City at the time the corresponding impoundment and/or licensing fees are paid to the City.

7.2 For purposes of this Agreement, DRHS will be granted access to the City's animal licensing database(s) upon the City's receipt of a database privacy policy which is acceptable to the City and applicable to all DRHS employees, volunteers, board members, agents, and any other person or entity who may be granted access to the database(s) described herein. Use of the database(s) shall be limited to confirming animal ownership, vaccination, and licensing information for animals in the possession of DRHS pursuant to this Agreement.

**SECTION 8. REPORTS.**

8.1 Based on the expense allocation calculation developed by a third-party chosen by mutual agreement of the parties, DRHS must provide an "Allocation of Expenses to the City of Dubuque, IA" report (hereinafter, the "Expenses Report"). The Expenses Report must be created using Microsoft Excel software and must include cumulative year-to-date columns for total expenses and expenses allocated to the City. The Expenses Report must be submitted in the native Excel format, including formulas and calculations, unless it is not reasonably practicable to do so, in which case data in CSV format with full explanations of any calculated fields must be provided. DRHS must provide the City with the Expenses Report quarterly according to the following schedule:

| Fiscal Year Quarter Covered by Report | Due Date |
|---|---|
| First (1st) | 5th (fifth) Thursday of the Second (2nd) Quarter |
| Second (2nd) | 5th (fifth) Thursday of the Third (3rd) Quarter |
| Third (3rd) | 5th (fifth) Thursday of the Fourth (4th) Quarter |
| Fourth (4th) | 8th (eighth) Thursday of the First (1st) Quarter |

If DRHS wishes to change the methodology used to prepare the Expenses Report or change the percentage allocations, the City must first approve the change in writing, and the report must be reviewed or developed by a mutually agreed upon neutral third-party. If a new methodology is approved by the City and used for preparation of the Expenses Report, the City will pay for the one-time expense of a report explaining the new methodology, provided that competitive bids or quotes are obtained for this new methodology; the lowest responsive, responsible bidder is chosen; and all other legal requirements applicable to the City's expenditures of public money are satisfied.

8.2 DRHS must furnish to the City the quarterly "Accountant's Compilation Report" prepared by an independent accounting firm quarterly no later than the fifth Thursday of

the following month after the quarter ends for the first, second, and third quarters of the calendar year. For the 4th quarter, the quarterly "Accountant's Compilation Report" must be furnished to the City by the eighth Thursday following December 31 of each year.

8.3 DRHS must furnish to the City a report of DRHS's annual meeting, a list of its officers, and an annual IRS Form 990, by no later than August 31 of each year, and a comparative budget no later than December 31 of each year for the following year.

8.4 DRHS must furnish to the City the following monthly reports:

A. Date of intake;
B. Return to owner;
C. Rabies; and
D. Stray intakes by type (stray, dead on arrival, wildlife, and the entity who brought the stray to DRHS).

The monthly reports shall be submitted to the City by the end of the first week of the following month. For instance, the July report for any given year should be submitted by the end of the first week in August of that same year. DRHS reserves the right to modify the format and layout of the monthly reports as necessary to accommodate software updates and system changes and will work with the City to ensure a working report for both parties.

8.5 Notwithstanding any other required reports or required data described in this Agreement, DRHS agrees to provide the City, upon the City's request, pet owner information and animal information, including but not limited to information related to surrenders, impoundments, adoptions, quarantined animals, and alleged bites. Such information may be provided to the City orally or in writing. DRHS will provide the City with copies of such records as the City deems reasonably necessary or convenient to support its enforcement and recordkeeping efforts related to ownership, licensing, vaccination status, and other issues related to the City's animal control operations.

8.6 The City may request reports or other information from DRHS in addition to the reports specifically identified in this Section 8. If a third-party is reasonably necessary to prepare the other reports requested by the City, then the City shall reimburse DRHS for the actual and reasonable costs of such reports; alternatively, DRHS may provide the City with the requested information, in which case the City shall cause such other reports to be produced at the City's expense. If the requested reports or information can be prepared by DRHS personnel without the use of a third-party, the City shall reimburse DRHS for the actual staff time required to compile, prepare, and deliver such reports at a rate of $75.00 (seventy-five dollars) per hour.

**SECTION 9. SPECIAL ACCOMMODATIONS.**

9.1 In the event the number or nature of the animal(s) placed by the City exceeds the care capacity of DRHS, DRHS must make every effort to assist the City in either caring for such animals at DRHS's then-current location or assist the City in finding alternative accommodations for such animals. In the event such alternative accommodations are required, the City agrees to be responsible for payment of the reasonable costs of such

alternative accommodations.

9.2 DRHS must promptly reimburse the City for the City's actual costs and expenses related to each event for which DRHS is unable to provide any of the services required under this Agreement. The City shall provide DRHS with an itemized statement detailing each cost or expense for which the City seeks reimbursement, and DRHS shall remit payment to the City within 30 (thirty) days of DRHS's receipt of such statement, provided each such cost or expense is reasonable for the service(s) provided and each such service was reasonably necessary under the circumstances then existing.

**SECTION 10. HOURS OF SERVICE.**

10.1 **Shelter Access**. DRHS must allow the City's authorized personnel to access DRHS's shelter twenty-four hours a day, seven days a week, for the purposes of receiving animals under this Agreement. This Section 10.1 is not intended to require the physical presence of DRHS's staff at the shelter during After-Hours. DRHS shall ensure that City's authorized personnel can reach a designated DRHS representative by telephone twenty-four hours a day, seven days a week. Such representative shall be authorized to provide access to the shelter, to direct the City's personnel regarding the proper intake and securing of animals delivered during After-Hours, and to arrange for a DRHS staff member to respond in person if circumstances require and a staff member is available to respond in person. DRHS shall provide the City with current contact information for purposes of this Section 10.1 and shall notify the City in writing of any change in contact information. Calls placed to the designated number shall be answered immediately or returned within no later than 15 (fifteen) minutes.

10.2 **After-Hours**. No services outlined in this Agreement shall be required during After-Hours, unless expressly stated otherwise herein. DRHS shall resume and provide all services as defined in this Agreement during its normal business and internal hours of operation, as defined in **Exhibit 3**.

The City may request services from DRHS during After-Hours. Such services are not guaranteed by DRHS and, if provided at DRHS's sole discretion, shall be subject to additional After-Hours fees and charges which fall outside the fees outlined within this Agreement.

Any animal requiring known or obvious emergent medical attention during After-Hours shall be the responsibility of the City to manage and shall not be left at DRHS without appropriate medical attention provided.

10.3 **Shelter Hours**. Except as otherwise provided herein, DRHS must keep the shelter open to the public at least six (6) days per week, federal and state holidays excepted, for the convenience of the public and for the purpose of transacting business in connection with the services to be provided under this Agreement. In the event of an emergency, DRHS may close the shelter for the minimum time period necessary to safely reopen the shelter. In such instances, DRHS shall notify the City without undue delay. DRHS may, on occasion, and at its sole discretion, close the Shelter for reasons other than an emergency. In such instances, DRHS will provide the City with notice at least 24 (twenty- four) hours in

advance of closure. In no event shall such non-emergency closure occur more than once in any calendar month.

**SECTION 11. ANIMAL CARE.** DRHS must accept, handle, care for, maintain, and provide humane disposition, when appropriate, for all animals brought to it pursuant to this Agreement.

**SECTION 12. DISPOSAL OF IMPOUNDED ANIMALS.**

12.1 DRHS must provide written notice to the owner of a licensed dog or cat if DRHS can reasonably determine the owner's name and current address by accessing a tag or other device that is on or a part of the dog or cat. The notice must be sent within two (2) calendar days after the dog or cat has been impounded. The notice must provide that if the owner does not redeem the dog within seven (7) calendar days or the cat within five (5) calendar days from the date on which the notice is delivered, the animal may be humanely destroyed or otherwise disposed of in accordance with law as an abandoned animal whose ownership is vested in DRHS. For purposes of this requirement, notice is delivered on the date DRHS mails the notice which may be by regular mail.

12.2 DRHS may not dispose of any impounded, licensed cat until at least five (5) days after the notice to the owner, and any impounded, licensed dog until at least seven (7) days after the notice to the owner has been made as required by § 7-6B-10 of the City Code. DRHS may not dispose of any impounded, unlicensed dog or cat until at least three (3) days after the date of the impoundment.

12.3 Notwithstanding the foregoing, DRHS may, at any time and pursuant to DRHS's then-current Behavior and Euthanasia policies, euthanize vicious dogs or other vicious animals if DRHS reasonably determines such dog or other animal constitutes a danger to the public, to DRHS's employees or staff, or is inhumanely suffering.

12.4 DRHS must euthanize all animals that are deemed 'vicious' by the City. The City may, in its sole discretion and at any time, order DRHS to euthanize dogs or other animals if the City reasonably determines such dog or other animal constitutes a danger to the public, or to the City or DRHS's employees or staff, or is inhumanely suffering. . DRHS shall not euthanize any animal that is subject to any one or more of the Animal Holdings described in Section 4 hereof, unless expressly authorized to do so by the City.

12.5 DRHS will be responsible for costs associated with disposal of animal remains, regardless of whether such animal was brought in deceased by the City, ordered to be euthanized per the City, or euthanized at the discretion of DRHS.

**SECTION 13. DISPLAY OF LICENSING.** DRHS must prominently display in the shelter a Certificate of Registration and such other licenses as may be required by the City or the State of Iowa.

**SECTION 14. INSPECTION OF SHELTER.** The shelter must be open for inspection by the Public Health Director of the City of Dubuque, or their designee, within a reasonable time after notice by the City. DRHS must forward copies of all State of Iowa and other

regulatory inspection reports to the Public Health Director.

**SECTION 15. INSURANCE.** DRHS must, at all times during the term of this Agreement, maintain insurance as set forth on the City's Insurance Schedule J, attached hereto as Exhibit 1 and incorporated herein by this reference.

**SECTION 16. TERMINATION.**

16.1 This Agreement may be terminated by either party without cause after providing one hundred eighty (180) days' written notice to the other party by certified U.S. mail to the address of the party listed below:

| If to the City: | If to DRHS: |
|---|---|
| City of Dubuque | Dubuque Regional Humane Society |
| Attn: City Manager | Attn: President & CEO |
| 50 W 13th Street | 4242 Chavenelle Road |
| Dubuque, IA 52001 | Dubuque, IA 52002 |

16.2 If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or otherwise violates any of the covenants, agreements, or stipulations herein, the non-breaching party shall have the right to terminate this Agreement by providing written notice to the other party. Such notice shall identify the reasons for termination and specify an effective date, which shall be no less than 5 (five) calendar days from the date of the notice. Upon termination, any fees paid pursuant to Section 4 shall be adjusted on a proportional basis for the unperformed portion of the then-current term. Each party shall return any funds expended for purposes not contemplated by this Agreement.

**SECTION 17. MISCELLANEOUS.**

17.1 **Indemnification.** Each party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other party and its respective officials, directors, officers, employees, agents, successors, and assigns (collectively, the "Indemnified Parties") from and against any third-party claims, causes of action, costs, expenses (including reasonable attorneys' fees), liabilities, or damages (collectively, "Losses"), to the extent arising out of or caused by (a) the negligent or reckless act or omission, intentional misconduct, or failure to comply with applicable laws by the Indemnifying Party or its employees, agents, or volunteers in connection with the performance of its obligations under this Agreement; or (b) any material breach by the Indemnifying Party of its representations, covenants, warranties, or obligations under this Agreement.

17.2 **Conditions to Indemnification.** With respect to each matter brought by a third party that is subject to indemnification under this Agreement, the party obligated to provide indemnification (the "Indemnifying Party") shall be responsible, at its sole cost and expense, for controlling, defending, litigating, and/or otherwise resolving such matter through counsel of its choice.

A. The party entitled to indemnification (the "Indemnified Party") may, at its option, participate in the defense or resolution at its own expense and through counsel of its

choice;

B. The Indemnified Party may, at its option, assume control of the defense or resolution if the Indemnifying Party does not promptly and diligently pursue such defense or resolution, provided that the Indemnifying Party shall remain obligated to indemnify the Indemnified Party in accordance with this Agreement; and

C. Neither party shall agree to any settlement without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.

In all events, the parties shall cooperate in good faith with one another and their respective counsel with respect to all such matters. Upon receiving notice of any matter for which indemnification may be sought, the Indemnified Party shall promptly provide reasonably detailed written notice to the Indemnifying Party describing the nature of the matter and the amount demanded or claimed, if known.

17.3 **Non-Discrimination.** DRHS shall maintain and comply with non-discrimination practices applicable to its employment and operations. Such practices shall prohibit discrimination against employees and applicants for employment on the basis of all classifications protected by applicable federal, state, and local law, except as otherwise permitted by law.

Upon request, DRHS shall provide its non-discrimination practices to the City for review. If the City reasonably determines that DRHS's practices do not satisfy the minimum non-discrimination requirements required by law, the parties agree to discuss such concerns in good faith and work collaboratively to negotiate reasonable modifications to DRHS's practices necessary to achieve compliance with such minimum requirements. DRHS shall retain the right to maintain its own policies and procedures, provided they meet the mutually agreed-upon minimum standards and all applicable legal requirements.

17.4 **Force Majeure.** A delay in or failure of performance of either party shall not constitute a default hereunder, nor be the basis for or otherwise give rise to, any claims for damages, if and to the extent such delay or failure is caused by an Event of Force Majeure. Provided, however, that the party who is delayed or prevented from performing by an Event of Force Majeure shall, within a period not to exceed 14 (fourteen) days after the occurrence or detection of any such event, give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay and shall remedy such cause as soon as reasonably possible, or as mutually agreed between the parties. Notwithstanding the foregoing, in no event shall a party's failure to make payments due hereunder be excusable due to an Event of Force Majeure.

17.5 **Assignment; Binding on Successors and Assigns.** Neither party may assign this Agreement without the prior written consent of the other, which shall not be unreasonably withheld or delayed. Any purported assignment in contravention of this Section shall be void. This Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties.

17.6 **Severability.** If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, then the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

17.7 **Entire Agreement.** This Agreement (including the exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior negotiations, correspondence, conversations, agreements, and understandings concerning the subject matter hereof. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations, agreements, or understandings, whether oral or written.

17.8 **Disputes; Governing Law; Venue.** The parties agree to act immediately to resolve any dispute arising with respect to this Agreement. Time is of the essence in the resolution of disputes. DRHS agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement which are not affected by the dispute; the City agrees that it shall continue to make payment for all services performed as outlined in this Agreement. This Agreement is entered into pursuant to and is to be construed and enforced in accordance with the laws of the State of Iowa, without regard to its conflict of laws principles. Venue for any action arising out of this Agreement shall be in the Iowa District Court for Dubuque County, Iowa or the Federal District Court for the Northern District of Iowa, Eastern Division, and the parties hereby irrevocably consent to the jurisdiction of such courts.

17.9 **Amendments**. Except as may be provided otherwise herein, neither this Agreement nor any of its terms may be changed or modified, waived, or terminated except by an instrument in writing signed by an authorized representative of the party against whom the enforcement of the change, waiver, or termination is sought.

17.10 **Waiver; Remedies.** No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, and each and every term of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

17.11 **Relationship of Parties.** DRHS and the City acknowledge and agree that they are not joint venturers, partners, or employees of or with each other, and nothing contained in this Agreement shall be construed as creating a partnership, joint venture, employment, or similar relationship between the City and DRHS.

17.12 **No Third-Party Beneficiaries.** Other than the indemnitees listed in Section 17.1 hereof (who are third-party beneficiaries solely with respect to the indemnification provisions), there are no intended third-party beneficiaries under this Agreement, and no third party shall have any right or make any claim hereunder, it being intended that solely the parties hereto (and the aforementioned indemnitees with respect to the indemnification provisions hereof) shall have rights and may make claims hereunder.

17.13 **Limitation on Damages.** In no event shall either party be liable or responsible for any consequential, indirect, incidental, punitive, or special damages (including, without limitation, lost profits) whether based upon breach of contract or warranty, negligence, strict tort liability, or otherwise, and each party's liability for damages, costs, or losses hereunder

shall be strictly limited to direct damages, costs, and losses that are actually incurred by the other party.

17.14 **Counterparts and Electronic Signatures.** This Agreement 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 Agreement may be executed by the parties and transmitted by electronic transmission, and if so executed and transmitted, shall be effective as if the parties had delivered an executed original of this Agreement. Electronic signatures shall be as valid as original signatures.

17.15 **Currency.** All financial terms referenced herein are intended to be in U.S. dollars and shall remain in U.S. dollars despite any exchange rate or change to the same.

17.16 **Regulatory Agency Compliance.** DRHS shall, in connection with its performance under this Agreement, materially comply with all applicable laws and regulations set forth by applicable federal, state, and local regulatory agencies.

17.17 **Suspensions and Debarment.** DRHS certifies that it is not presently debarred, suspended, declared ineligible, or voluntarily excluded from participation in any contract with the City, the State of Iowa, or the federal government.

17.18 **Numbers, Genders, Captions, and Headings.** All words and phrases contained herein, including the acknowledgements hereof, shall be construed as the singular or plural in number and as masculine, feminine, or neuter in gender, according to the contexts. The captions and section headings are for convenience only and shall not be used in the interpretation or enforcement of any provision of this Agreement.

17.19 **No Inference Against Drafter.** Each party hereto acknowledges that this Agreement was negotiated by the parties, each represented by counsel of their choosing (or, having had ample opportunity to consult with counsel of their choosing, has knowingly and voluntarily waived such representation), and each having participated in the drafting of this Agreement. Therefore, no inference, presumption, or burden of proof shall arise favoring any party by virtue of the authorship of any provision of this Agreement.

17.20 **Public Records and Transparency.** The parties acknowledge that the City is subject to the Iowa Open Records Act, Iowa Code Chapter 22, and that records relating to services performed under this Agreement may be subject to public disclosure. DRHS agrees to cooperate with the City in responding to lawful public records requests relating to services provided under this Agreement. Upon reasonable request by the City, DRHS shall provide records reasonably necessary for the City to respond to such requests.

Nothing in this Section shall be interpreted to expand or limit the City's obligations under Iowa Code Chapter 22.

17.21 **Public Communications and Media Inquiries.** The parties acknowledge that animal control matters, including cruelty investigations, vicious animal determinations, and euthanasia decisions, may generate significant public and media attention. In order to promote consistent and accurate public communication, the parties agree as follows:

A. **Law Enforcement Matters.** When an animal is involved in an active law enforcement investigation, the City shall serve as the primary point of contact for media inquiries relating to the investigation.

B. **Shelter Operations.** DRHS may communicate with the public regarding its general shelter operations, programs, and animal welfare activities.

C. **Coordination During Sensitive Matters.** When feasible, the parties shall confer prior to issuing public statements concerning significant incidents involving animals originating within the City, including but not limited to large cruelty seizures, dangerous or vicious animal incidents, public health concerns, and large-scale euthanasia or disease outbreaks.

D. **Independence of the Parties.** Nothing in this Section 17.21 shall prevent either party from making statements required by law or from communicating factual information to the public regarding matters within its authority.

17.22 **Future Community Cat Program Planning.** The City and DRHS acknowledge emerging best practices related to Community Cat population management, including SNR and TNR models. During the Term of this Agreement, the parties may, by mutual agreement, engage in non-operational planning activities, including testing pilot areas, information sharing, review of community data, and discussion of policy considerations related to Community Cat management.

A. A Community Cat program shall not be implemented under this Agreement, and neither party shall be obligated to perform operational activities related to SNR, TNR, return-to-field, or related practices during the Term, except as the parties may mutually agree regarding pilot areas and testing.

B. Any implementation of a Community Cat program shall be by separate agreement.

17.23 **Survival.** The obligations of the parties contained in Sections 4, 7, 8, 12, 15, and 17 hereof shall survive the termination or expiration of this Agreement.

**CITY OF DUBUQUE, IOWA**

Brad M.Cavanagh
Mayor

**DUBUQUE HUMANE SOCIETY d/b/a DUBUQUE REGIONAL HUMANE SOCIETY**

Jayme Ironside,
President & CEO

###

# EXHIBIT 1: INSURANCE SCHEDULE

City of Dubuque Insurance Requirements for Professional Services

## CITY OF DUBUQUE INSURANCE SCHEDULE J

1. DRHS 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 Chief Financial Officer. 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, 50 West 13th Street, Dubuque, Iowa 52001.

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 certificate of insurance. The certificate is due before the contract/agreement can be approved.

7. Whenever a specific ISO form is listed, the current edition of the form must be used, or an equivalent form may be substituted if approved by the Chief Financial Officer and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.

8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.

9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.

10. All certificates of insurance must include agents name, phone number, and email address.

11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.

12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk, or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

## CITY OF DUBUQUE INSURANCE 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 from BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners from 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

## CITY OF DUBUQUE INSURANCE SCHEDULE J
## (continued)

**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 as amended.

| | | |
|---|---|---|
| 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 851.A, the Vendor is not required to purchase Workers' Compensation Insurance, the Vendor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

**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 Non-Contributory in favor of the City of Dubuque, the Dubuque Regional Airport, and the Dubuque Regional Airport Commission.

**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.

## CITY OF DUBUQUE INSURANCE SCHEDULE J
## (continued)

**F. CYBER LIABILITY/BREACH** **$1,000,000**

X
_____ Yes _____ No

Coverage for First and Third-Party Breach Liability, including but not limited to lost data and restoration, loss of income and cyber breach of information.

**CITY OF DUBUQUE SCHEDULE J**
**(continued)**

Iowa Code Chapter 670, Liability of Governmental Subdivisions, provides cities with certain immunities which may be available to you. Naming the City of Dubuque 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. 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.

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)**

## EXHIBIT 2: INFORMATION FORM

THE CITY OF DUBUQUE
*Masterpiece on the Mississippi*

City of Dubuque
City Clerk's Office
City Hall, 50 W. 13th Street
Dubuque IA 52001-4864
563-589-4122

NO.: _____

Date: _____

# ANIMAL OWNER CLAIM CERTIFICATE

**(ADDITIONAL FEES MAY BE CHARGED BY HUMANE SOCIETY)**

**Owner:** _____ **DOB:** ____ / ____ / ____

**Address:** _____ **Phone No.:** _____

**City:** _____ **State:** _____ **Zip:** _____

| Animal Information | | | | |
|---|---|---|---|---|
| *Animal Name* | *Age* | *Sex* | *Breed* | *Color* |
| | | | | |

**Dubuque City License?** □ Yes □ No **Tag #** _____ **Rabies Expiration:** ____ / ____ / ____

**Spayed or neutered?** □ Yes □ No
**Annual Licensing Fee: $14 for spayed/neutered**
**$34 for NOT spayed/neutered**

**License Amount Paid:** $ _____ **Veterinarian:** _____
**Impoundment Fee Paid:** $ _____
**Total:** $ _____ **City Clerk's Office:** _____

*White Copy—Humane Society* *Yellow Copy—Animal Control* *Pink Copy—City Clerk's Office* *Gold Copy—Owner*

If proof of current rabies vaccination is not provided at time of license purchase, the license will not be considered purchased until proof of vaccination is provided to DocuPet or Dubuque Animal Control.

## EXHIBIT 3: DRHS NORMAL BUSINESS & INTERNAL HOURS OF OPERATION

DRHS reserves the right, in its sole discretion, to modify its hours of operation at any time; provided, however, that DRHS shall provide the City with at least fourteen (14) calendar days' prior written notice of any planned changes.

### NORMAL BUSINESS HOURS OF OPERATION (OPEN TO PUBLIC SCHEDULE):

Sunday: 1pm – 4pm CT

Monday: Closed

Tuesday: 12pm – 6pm CT

Wednesday: 12pm – 6pm CT

Thursday: 12pm – 6pm CT

Friday: 12pm – 6pm CT

Saturday: 11am – 5pm CT

### INTERNAL HOURS OF OPERATION (STAFF/OPERATIONAL SCHEDULE):

Sunday: 7am – 4:30pm CT

Monday: 7am – 4pm CT

Tuesday: 7am – 6pm CT

Wednesday: 7am – 6pm CT

Thursday: 7am – 6pm CT

Friday: 7am – 6pm CT

Saturday: 7am – 5pm CT

Copyrighted
August 3, 2026

**City of Dubuque**
**City Council**

**ACTION ITEMS # 2.**

| | |
|---|---|
| **ITEM TITLE:** | Nevada St. One-Way Pilot Conversion between Forest Ln. and W. 5th St. adjacent to Lincoln Elementary School |
| **SUMMARY:** | City Manager recommending that the temporary southbound one-way operation during pick-up and drop-off on Nevada Street between Forest Lane and W. 5th Street be converted to a permanent traffic control measure.<br>**ORDINANCE** Amending City Of Dubuque Code Of Ordinances Title 9 Motor Vehicles And Traffic, Chapter 7 Operation, Section 321.305 One-Way Streets |
| **SUGGUESTED DISPOSITION:** | Receive and File; Motion B; Motion A |

**ATTACHMENTS:**

1. MVM Memo Nevada St One-Way Pilot Conversion between Forest Ln and W 5th St adjacent to Lincoln Elementary School
2. 2026-07-029 Nevada St One-way Memo
3. 2026-07-28 9-7-321.305 Ordinance_FINAL jlm
4. Nevada Street Proposal 26-27 SCHOOL REQUEST

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:** Nevada St. One-Way Pilot Conversion between Forest Ln. and W. 5th St. adjacent to Lincoln Elementary School

**DATE:** July 30, 2026

City Engineer Gus Psihoyos is recommending that the temporary southbound one-way operation during pick-up and drop-off on Nevada Street between Forest Lane and W. 5th Street be converted to a permanent traffic control measure.

Earlier this year, Lincoln Elementary School Principal Megan Elsinger contacted City Engineering and Planning staff to request that the temporary southbound one-way operation during pick-up and drop-off on Nevada Street between Forest Lane and W. 5th Street be converted to a permanent traffic control measure. The proposed change is intended to improve traffic circulation, enhance safety, and provide a more organized traffic pattern for students, parents, school staff, pedestrians, residents and motorists traveling through the area.

Nevada Street serves primarily as a local residential street adjacent to Lincoln Elementary, and the proposed one-way designation would continue to provide adequate access for residents while creating a more predictable traffic pattern near the school. The proposed change is also expected to improve conditions for students and families walking or bicycling to school by reducing vehicle conflicts and simplifying pedestrian crossing movements.

After multiple meetings between Engineering and Planning staff with Lincoln Elementary School staff, 65 mailers sent to the surrounding neighborhood and a neighborhood meeting, the proposed southbound one-way would be feasible from Forest Lane to W. 5$^{th}$ Street. This southbound one-way would not be affecting the block section from University Avenue to Forest Lane. Parking would still be available on the east side for residents and would be in the southbound direction. Parking on the west side near Lincoln Elementary would still be available in non-school hours. But parking restrictions would be extended to Forest Lane because of a proposed car line for parents to be queued in.

The proposed traffic control modification is expected to improve traffic circulation and create a consistent traffic pattern throughout the day, reducing driver confusion and vehicle conflicts during school arrival and dismissal periods. The permanent one-way

operation will also enhance safety for students, pedestrians, bicyclists, parents, residents and motorists by simplifying vehicle movements and pedestrian crossings while maintaining residential access and on-street parking opportunities.

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
Amy Hawkins, Dubuque Community School District Superintendent
Megan Elsinger, Lincoln School Principal

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

**SUBJECT:** Nevada St. One-Way Pilot Conversion between Forest Ln. and W. 5th St. adjacent to Lincoln Elementary School

**DATE:** July 29, 2026

## INTRODUCTION

The purpose of this memorandum is to request Mayor and City Council authorization for the changing of Nevada Street, from Forest Lane to W. 5th Street, to a permanent southbound one-way along Lincoln Elementary School frontage.

## BACKGROUND

Earlier this year, Lincoln Elementary School Principal Megan Elsinger contacted City Engineering and Planning staff to request that the temporary southbound one-way operation during pick-up and drop-off on Nevada Street between Forest Lane and W. 5th Street be converted to a permanent traffic control measure. The proposed change is intended to improve traffic circulation, enhance safety, and provide a more organized traffic pattern for students, parents, school staff, pedestrians, residents and motorists traveling through the area.

In August of 2024, Lincoln Elementary began a new special education program, serving students that have more significant barriers to their education, including mobility. In the current arrival and drop-off situations, often there are no parking spots for parents to easily access their students, who sometimes require assistance from staff. This issue was the catalyst for exploring a carline model to make this easier for all families.

Lincoln Elementary currently implements a temporary southbound one-way traffic operation during the morning student drop-off and afternoon pick-up periods. This temporary southbound one-way practice has helped manage vehicle queues, reduce conflicts between opposing traffic movements, and improve the efficiency of loading and unloading activities adjacent to the school for at least 15 years. Although this operation has been successful, feedback from school administration and staff has shown that a permanent one-way traffic pattern that would remain in effect at all times, would be the best alternative for Lincoln Elementary's new special education program. Also in the Safe Routes to School Plan completed in 2009, this one-way designation was recommended.

## DISCUSSION

Engineering, Planning, and Lincoln Elementary School staff completed traffic counts and field observations during the school year at the intersections of Nevada Street and W. 5th Street and Booth Street and W. 5th Street. Additional observations were

conducted during the morning drop-off and afternoon pick-up periods to evaluate vehicle volumes, pedestrian activity, parking utilization, and parent queue lengths. These observations were used to evaluate traffic operations and identify opportunities to improve safety and circulation.

Nevada Street serves primarily as a local residential street adjacent to Lincoln Elementary, and the proposed one-way designation would continue to provide adequate access for residents while creating a more predictable traffic pattern near the school. The proposed change is also expected to improve conditions for students and families walking or bicycling to school by reducing vehicle conflicts and simplifying pedestrian crossing movements.

With the collaboration with City Staff, Lincoln Elementary School staff shared data and proposed solutions that would best fit the safety concerns for drop-off and afternoon pick-up periods.

After multiple meetings between Engineering and Planning staff with Lincoln Elementary School staff, 65 mailers sent to the surrounding neighborhood and a neighborhood meeting, the proposed southbound one-way would be feasible from Forest Lane to W. 5th Street. This southbound one-way would not be affecting the block section from University Avenue to Forest Lane. Parking would still be available on the east side for residents and would be in the southbound direction. Parking on the west side near Lincoln Elementary would still be available in non-school hours. But parking restrictions would be extended to Forest Lane because of a proposed car line for parents to be queued in. See below for the current parking restrictions.

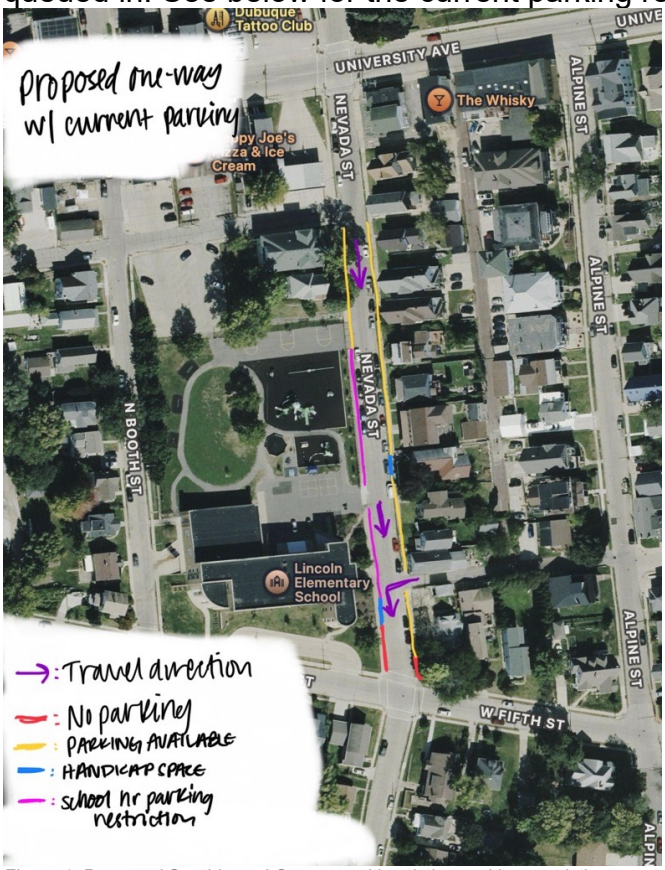


*Figure 1. Proposed Southbound One-way with existing parking restrictions.*

*Figure 2. Proposed Southbound One-way with parking updates.*

At the intersection of W 5th Street, temporary installation of delineators to prohibit northbound traffic and to minimize the crosswalk distance for pedestrians would be in

place. This pilot installation will also help parents, residents and other motorists to understand the new flow. Once determined what is best at the intersection after an evaluation period, a long-term solution, like bump outs and/or pavement markings with delineators will be needed.

*Figure 2. AI Rendering of Nevada St. and W. 5th St. Intersection prohibiting northbound traffic.*

The proposed traffic control modification is expected to improve traffic circulation and create a consistent traffic pattern throughout the day, reducing driver confusion and vehicle conflicts during school arrival and dismissal periods. The permanent one-way operation will also enhance safety for students, pedestrians, bicyclists, parents, residents and motorists by simplifying vehicle movements and pedestrian crossings while maintaining residential access and on-street parking opportunities.

## BUDGET IMPACT

This short-term installation would include costs for new signage (one-ways, do not enters, rotating parking signs), pavement markings (car-line dashed line), and delineators (physical equipment for restriction). The current available funding with a balance of $27,000 for the short-term installation of delineators is available from our Safe Routes to School CIP or available funding with a balance of $37,000 in our Traffic and Pedestrian Crossing Warning Devices CIP.

## RECOMMENDATION

Engineering and Planning staff recommend that the Mayor and City Council authorize the permanent designation of Nevada Street as a southbound one-way street between Forest Lane and W. 5$^{th}$ Street adjacent to Lincoln Elementary School.

Staff recommend that City Council approve amendments to City Code 9-7-321.305 One-Way Streets.

Staff further recommend installation of temporary delineators and associated traffic control signage at the intersection of Nevada Street and W. 5th Street to reinforce the new traffic pattern. Following an evaluation period, Engineering staff will develop a permanent intersection treatment, which may include curb extensions, pavement

markings, and other traffic control improvements based on observed operations and community feedback.

Prepared by: Justine Hull, Civil Engineer I - Traffic

cc: Robert Schiesl, Assistant City Engineer
Jason Duba, Assistant Planner
Duane Richter, Traffic Project Supervisor
Brian Wulfekuhle, Public Works Foreperson
Arielle Swift, Public Works Director
Max O'Brien, Assistant Public Works Director - Project Manager
Russ Stecklien, Transportation Services – Operations Supervisor
Dave Ness, Civil Engineer III – Traffic
Wally Wernimont, Planning Services Director

Prepared by Kerry Bradley, Engineering Admin, 50 W. 13th Street, Dubuque, IA 52001, (563) 589-4250
Return to Adrienne N. Breitfelder, City Clerk, 50 W. 13th St., Dubuque, IA 52001, (563) 589-4100

**ORDINANCE NO. _____ - 26**

**AMENDING CITY OF DUBUQUE CODE OF ORDINANCES TITLE 9 MOTOR VEHICLES AND TRAFFIC, CHAPTER 7 OPERATION, SECTION 321.305 ONE-WAY STREETS**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:**

Section 1. Section 9-7-321.305 of the City of Dubuque Code of Ordinances is hereby amended to read as follows:

**9-7-321.305: ONE-WAY STREETS:**

. . . .

B. Southerly: Traffic shall move southerly only:

In the alley between Central Avenue and White Street from East 14th Street to East 9th Street and from East 8th Street to East 5th Street.

In the alley between Main Street and Iowa Street, from West 12th Street to West 6th Street, and from West 4th Street to West 3rd Street.

On Bluff Street, from West 16th Street to 1st Street.

On Central Avenue, from East 21st Street to 4th Street.

On the portion of Elm Street lying west of the railroad tracks in said street from East 24th Street and East 26th Street.

On the west ramps of Kerrigan Road.

On St. Mary's Street, from West 3rd Street to Emmett Street.

On Southern Avenue, from South Locust Street (U.S. Highway 61/151) to Valley Street.

On U.S. 61/151 on ramp connection, from 11th Street to 9th Street.

On Nevada Street from Forest Lane to West 5th Street

. . . .

Section 2. This ordinance shall take effect upon publication.

Passed, approved, and adopted this 3rd day of August, 2026.

_____
Brad M. Cavanagh, Mayor

Attest:

_____
Adrienne N. Breitfelder, City Clerk

EFFECT OF AMENDMENT

**9-7-321.305: ONE-WAY STREETS:**

. . . .

B. Southerly: Traffic shall move southerly only:

In the alley between Central Avenue and White Street from East 14th Street to East 9th Street and from East 8th Street to East 5th Street.

In the alley between Main Street and Iowa Street, from West 12th Street to West 6th Street, and from West 4th Street to West 3rd Street.

On Bluff Street, from West 16th Street to 1st Street.

On Central Avenue, from East 21st Street to 4th Street.

On the portion of Elm Street lying west of the railroad tracks in said street from East 24th Street and East 26th Street.

On the west ramps of Kerrigan Road.

On St. Mary's Street, from West 3rd Street to Emmett Street.

On Southern Avenue, from South Locust Street (U.S. Highway 61/151) to Valley Street.

On U.S. 61/151 on ramp connection, from 11th Street to 9th Street.

On Nevada Street from Forest Lane to West 5th Street

. . . .

LINCOLN LIONS

Lincoln Elementary
Dubuque Community School District
555 Nevada Street
Dubuque, IA 52001
563-552-4050

Megan Elsinger, Principal
Jennilee Silvis, Secretary/Business Manager

Dear City Engineer Psihoyos,

We at Lincoln Elementary and the Dubuque Community School District would like to formally request the conversion of Nevada Street between Forest Lane and West 5th Street into a one-way southbound street.

Lincoln parent group (PALS) members and Dr. Elsinger have been working collaboratively with City staff including Justine Hull (Engineering), Jason Duba (Planning), and Bruce Deutsch (Police), over the past year to study traffic counts and propose solutions to address student safety concerns at arrival and dismissal times on Nevada St. between Forest Ln and 5th St. The purpose for this proposal is to ensure a safer environment for students, families, and neighbors adjacent to Lincoln Elementary.

Additionally, in 2024 Lincoln began new special education programming, serving students that have more significant barriers to their education, including mobility. The current drop off and pick-up situation was causing challenges for parents with children who need immediate transfer from their caregiver to a school employee and vice versa. This issue was a catalyst for exploring the option for a car line on Nevada Street.

Nevada Street  is currently transformed to one-way only traffic from 7:45am-8:30am and again from approximately 2:45pm-3:30pm. This requires support staff to add and remove one-way signage and conduct traffic control at the 5th and Nevada St intersection. The proposed all day one-way and car lane solution signage and street improvements support the following:

- The drop off and pick-up areas are clear of other vehicles
- Lincoln families will utilize the car lane, moving along the curb, leaving the through lane clear for neighbors, emergency vehicles, and others
- The intersection of 5th St and Nevada St will have non-movable barricades to prevent wrong way traffic from entering the school area
- School staff can focus on student transfer rather than temporary one-way traffic control
- Clear consistent communication and signage is provided for neighborhood residents and those accessing Nevada St during the rest of the day
- The number of parking streets will remain the same, they will just face the other direction
- Residents living on this block of Nevada St will have their cars parked in the same direction as the school traffic and will be able to access and egress from their homes during arrival and dismissal times

LINCOLN LIONS

Lincoln Elementary
Dubuque Community School District
555 Nevada Street
Dubuque, IA 52001
563-552-4050

Megan Elsinger, Principal
Jennilee Silvis, Secretary/Business Manager

To facilitate this conversion to a one-way street, we seek these related improvements:

- Flexible delineator posts at the intersection with 5th St to narrow the street opening and prevent northbound traffic
- “Do Not Enter” signs at the intersection with 5th St to prevent northbound traffic
- Extend the “No Parking During School Hours” zone to Forest Ln and install additional signs
- Reposition any parking signs on the west side of Nevada St to face the proper direction

PALS members and Dr. Elsinger met with the Langworthy neighborhood group in May, and they were supportive of a proposed, permanent one-way conversion. A mailing was sent to the property owners on Nevada St, and in July a meeting was held to answer questions and receive feedback.

We see this as a pilot project to try this solution with some low-cost infrastructure to see how it works. We hope this improves traffic and safety for Lincoln families and Nevada St neighbors. If so, we would look at the possibility of more permanent traffic control devices.

We appreciate your consideration of this project!

Thank you,

Dr. Megan Elsinger

Principal

Lincoln Elementary

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August 3, 2026

**City of Dubuque**
**City Council**

**ACTION ITEMS # 3.**

| | |
|---|---|
| **ITEM TITLE:** | Downtown Master Plan Update Request for Proposals |
| **SUMMARY:** | City Manager recommending City Council approve the Downtown Master Plan Update Request for Proposals approved by the Long-Range Planning Advisory Commission at its July 15, 2026 meeting in accordance with Section 15-2-13 of the City Code.<br>**RESOLUTION** Authorizing The Release And Posting Of The Request For Proposals For The Downtown Master Plan Update, City Of Dubuque, Iowa |
| **SUGGUESTED DISPOSITION:** | Receive and File; Adopt Resolution(s) |

**ATTACHMENTS:**

1. MVM Memo Downtown Master Plan Update Request for Proposals
2. Staff Memo - Downtown Master Plan Request for Proposals
3. RFP for Downtown Master Plan Update
4. Resolution
5. LRPAC Recommendation to City Council
6. CIP - Downtown Master Plan Update

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**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Downtown Master Plan Update Request for Proposals

**DATE:** July 28, 2026

Planning Services Director Wally Wernimont is recommending City Council approve the Downtown Master Plan Update Request for Proposals approved by the Long-Range Planning Advisory Commission at its July 15, 2026, meeting in accordance with Section 15-2-13 of the City Code.

The Update will allow for an in-depth look at the current conditions in downtown Dubuque and what has changed since the original Downtown Master Plan was adopted. The plans and studies related to downtown will also inform this effort. These sources of information, along with input from the community, will help the consultant and planning team to develop recommendations to guide the future development of downtown during this period of growth and change.

There was $150,000 approved in the City's Fiscal Year 2027 Budget for this 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
Wally Wernimont, Planning Services Director
Jill Connors, Economic Development Director
Maddy Haverland, Housing & Community Development Director
Matt Kalcevich, Parks & Recreation Director
Ryan Knuckey, Transportation Services Director
Antonio Mouzon, Office of Community Impact & Neighborhood Support Director
Nate Steffen, Civil Engineer
Shena Moon, Associate Planner
Chris Happ Olson, Assistant Planner
Jason Duba, Assistant Planner

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**TO:** Michael C. Van Milligen, City Manager

**FROM:** Wally Wernimont, Planning Services Director

**SUBJECT:** **Downtown Master Plan Update Request for Proposals**

**DATE:** July 28, 2026

## INTRODUCTION

The following memo is to request City Council approval to authorize the release and posting of a Request for Proposals (RFP) for the Downtown Master Plan Update.

## BACKGROUND

The Downtown Master Plan was adopted on February 2, 2004. The Downtown Master Plan Update is on the City Council's 2025-2027 list of High Priorities. This request supports six of the seven City Council goals:

- Healthy and Safe Community
- Robust Local Economy: Diverse Businesses and Jobs with Economic Prosperity
- Livable Neighborhoods and Housing: Great Place to Live
- Sustainable Environment: Preserving and Enhancing Natural Resources
- Connected Community: Equitable Transportation, Technology Infrastructure and Mobility
- Diverse Arts, Culture, Parks and Recreation Experiences and Activities

Since the implementation of the Downtown Master Plan in 2004, the City has adopted a number of other plans which will help inform and guide our work:

- Imagine Dubuque Comprehensive Plan (2017)
- Historic Millwork District Master Plan (2009, updated in 2024)
- Central Avenue and White Street Corridor Study (2025)
- Smart Parking Management Plan (2024)
- Parks and Recreation Plan (2026)
- Community Climate Action & Resiliency Plan (2013)
- Equitable Poverty Reduction & Prevention Plan (2021)
- Architectural Guidelines (2014)

The following plans may provide additional context to this planning process:

- Port of Dubuque Master Plan (2002)
- Washington Neighborhood Plan (2009) and Market Analysis (2019)
- Dubuque Metropolitan Area Transportation Study (DMATS)
    - Long Range Transportation Plan 2050 (2021)

  - Dubuque Regional Bicycle and Pedestrian Network Plan (2023)
  - East Central Iowa Transportation Safety Plan (2025)

Several other community efforts are underway to improve downtown Dubuque:

- Dubuque Downtown Development Strategy (Dubuque Forward, 2026)
- Envision 2030 (Community Foundation of Greater Dubuque & Dubuque Area Chamber of Commerce, 2025)

The City Council has also adopted a variety of housing initiatives and incentive programs to encourage residential development and reinvestment in the downtown. These efforts have supported the rehabilitation and adaptive reuse of numerous historic buildings while helping stimulate new private investment. In addition, several proposed downtown infill housing developments are expected to create hundreds of new residential units, expanding housing choices, increasing downtown population, and further strengthening the vitality of the urban core. These investments underscore the importance of ensuring the Downtown Master Plan reflects current market conditions, housing needs, and future development opportunities.

The Downtown Master Plan Update will also occur during a period of significant public and private investment that will shape the future of downtown Dubuque. Major projects currently underway or in advanced planning include the new Dubuque Museum of Art, the University of Dubuque John and Alice Butler School of Osteopathic Medicine, the 14th Street Railroad Overpass Project, continued investments in the Port of Dubuque, Chaplain Schmitt Island, the Historic Millwork District, and the Five Flags Civic Center, as well as the JULE Areas of Persistent Poverty Transportation Study and the Police and Fire Department Space Needs Study. Collectively, these initiatives will influence land use, transportation, economic development, housing, public infrastructure, and community amenities, making this an ideal time to update the Downtown Master Plan to coordinate these investments within a unified long-term vision.

The Update will provide an in-depth assessment of current conditions in downtown Dubuque and identify how the area has evolved since the original Downtown Master Plan was adopted. Existing plans and studies related to downtown, together with community input, will inform the consultant's analysis and recommendations. This collaborative planning process will help establish a comprehensive vision and implementation strategy to guide the future development of downtown during this period of growth and change.

**DISCUSSION**

An RFP committee was established to assist with the development and review of the Request for Proposals (RFP). The committee has completed its review of the RFP and recommends that the City Council authorize its release and posting to solicit proposals from qualified consultant teams. Members of the RFP Committee are:

- Wally Wernimont, Planning Services Director (Project Manager)
- Jill Connors, Economic Development Assistant Director
- Maddy Haverland, Housing & Community Development Assistant Director
- Matt Kalcevich, Parks & Recreation Director
- Ryan Knuckey, Transportation Services Director
- Antonio Mouzon, Office of Community Impact & Neighborhood Support Director
- Nate Steffen, Civil Engineer

- Shena Moon, Associate Planner
- Chris Happ Olson, Assistant Planner
- Jason Duba, Assistant Planner

The Long-Range Planning Advisory Commission reviewed the Downtown Master Plan RFP at its July 15, 2026, meeting in accordance with Section 15-2-13 of the City Code. The Commission discussed the project scope, planning process, study area, and how the Downtown Master Plan will build upon and coordinate with existing City plans while addressing key issues such as transportation, parking, housing, infrastructure, and economic development. The Commission voted 7-0 to recommend approval of the Downtown Master Plan Update RFP (see attached letter of recommendation).

**BUDGET IMPACT**
The City's FY27 budget includes $150,000 in the Capital Improvement Program under Project No. 6254000006, designated for the Unified Development Code (UDC) update.

**RECOMMENDATION**
I respectfully request City Council authorization to release and post the Request for Proposals (RFP) for the Downtown Master Plan Update.

Enclosure

cc: Jill Connors, Economic Development Assistant Director
Maddy Haverland, Housing & Community Development Assistant Director
Matt Kalcevich, Parks & Recreation Director
Ryan Knuckey, Transportation Services Director
Antonio Mouzon, Office of Community Impact & Neighborhood Support Director
Nate Steffen, Civil Engineer
Shena Moon, Associate Planner
Chris Happ Olson, Assistant Planner
Jason Duba, Assistant Planner

# REQUEST FOR PROPOSAL (RFP)

THE CITY OF DUBUQUE
*Masterpiece on the Mississippi*

**ISSUE DATE:** August 4, 2026
**CONTACT:** Wally Wernimont, Planning Services Director
**PHONE NO:** 563-589-4210
**EMAIL:** wwernimo@cityofdubuque.org

| SUBMIT PROPOSAL/OFFER PRIOR TO: | SUBMIT TO: |
|---|---|
| **CLOSING DATE:** September 1, 2026<br>**CLOSING TIME:** 12:00 P.M. (Central Time) | **SEE Section 8.0**<br>FAX NOT ACCEPTED |

**DESCRIPTION:**

**Professional Services for a Comprehensive Update to the City of Dubuque's Downtown Master Plan**

## RECEIPT OF PROPOSAL ACKNOWLEDGEMENT

☐ If you are considering a response to this RFP, please mark the box to the left, fill in the information below and return this sheet as a confirmation that you received this RFP.

## NO RESPONSE REPLY

☐ If you do not want to respond to this RFP at this time, please mark the box to the left, fill in the information below and return this sheet only.

| | |
|---|---|
| COMPANY NAME: | DATE: |
| MAILING ADDRESS: | |
| CITY/STATE: | ZIP CODE: |
| AUTHORIZED SIGNATURE: | |
| PRINTED NAME: | |
| TITLE OF AUTHORIZED REPRESENTATIVE: | |
| EMAIL: | PHONE: |

# CITY OF DUBUQUE
## PLANNING SERVICES DEPARTMENT

## REQUEST FOR PROPOSAL

### Professional Services for an Update to the City of Dubuque's Downtown Master Plan

# RFP ORGANIZATION

**The City of Dubuque Planning Services Department**
**Update to the City of Dubuque's Downtown Master Plan**
**City of Dubuque, Iowa**

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# Table of Contents:


| SECTION | | PAGE |
|---|---|---|
| **1.0** | Introduction…… | 4 |
| **2.0** | Project Objectives…… | 4 |
| **3.0** | Community Background…….. | 7 |
| **4.0** | Project Scope of Services…….. | 8 |
| **5.0** | Use of City Resources……. | 11 |
| **6.0** | Information to be Included in the Proposal…….. | 12 |
| **7.0** | Proposal Question and Answers……... | 15 |
| **8.0** | Submission Requirements……..…… | 16 |
| **Appendix A** | Consultant Evaluation Selection Process…… | 18 |
| **Appendix B** | RFP Rules and Protest Procedure……..……. | 21 |
| **Appendix C** | City of Dubuque Contract Terms and Conditions…….…….. | 23 |
| **Appendix D** | Insurance Requirements……. | 28 |

# Consultant Professional Services
# Request for Proposal

## 1.0 INTRODUCTION

The City of Dubuque Planning Services Department is soliciting competitive sealed proposals from qualified and experienced professional consulting firms or teams (Consultant) to update the City's existing Downtown Master Plan which covered commerce; culture, education, & entertainment; historical features; public space and open areas; residential living; and transportation.

The purpose of this Request for Proposal (RFP) is to outline the scope of work, describe information to be provided in the proposal, and share the process which will be used in selecting a successful Consultant to complete the project. The Consultant will be required to produce all products defined in the Scope of Work, with assistance from staff and the Project Team.

A link to the RFP and related documents is posted on the City of Dubuque website provided below. As well, you may sign up for bid notifications for the future on that page.

Request for Proposal website: https://www.cityofdubuque.org/bids.aspx.

## 2.0 PROJECT OBJECTIVES

The Downtown Master Plan Update will provide a comprehensive vision and strategic framework to guide future development, investment, and revitalization efforts in Dubuque's downtown core (see map below). It will focus on enhancing livability, economic vitality, historic preservation, and connectivity to ensure a vibrant urban center for all residents and visitors. The Downtown Master Plan Update has been identified as a City Council High Priority for FY 2025-2027.

The City of Dubuque's primary goals and expectations for the update include:

- Foster a downtown that serves as a complete neighborhood where people can live, work, learn, shop, recreate, and access daily services.
- Support a diverse range of housing opportunities that accommodate residents of different ages, incomes, and household types.
- Strengthen downtown as the region's center for employment, entrepreneurship, arts, culture, entertainment, and tourism.
- Encourage high-quality infill development and adaptive reuse that complements downtown's historic character and urban form.

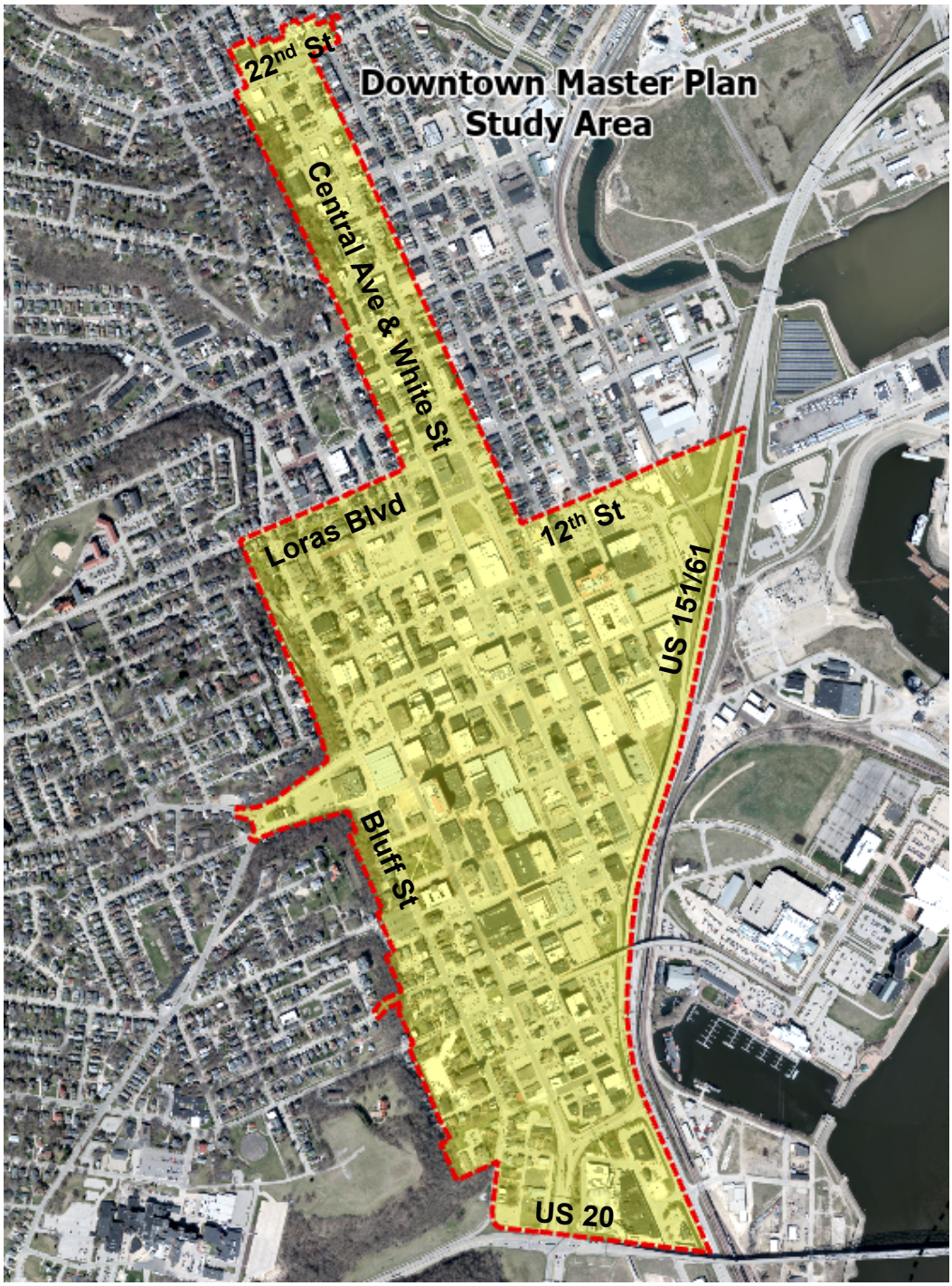
- Identify opportunities to activate vacant and underutilized properties through strategic redevelopment and public-private partnerships.
- Enhance public spaces, parks, plazas, and streetscapes to create welcoming places for gathering, recreation, and community events.
- Improve connections between downtown districts, adjacent neighborhoods, the Mississippi River, educational and cultural institutions, and regional trail systems.
- Improve the streetscape, making it safer, easier, and more enjoyable to walk, bike, and take transit downtown while incorporating additional street trees, landscaping, green infrastructure, and amenities that enhance the public realm.
- Promote safe, accessible, and equitable mobility for people of all ages and abilities, regardless of whether they walk, bike, use transit, or drive.
- Preserve and celebrate downtown's historic buildings, cultural resources, and unique identity while supporting thoughtful redevelopment.
- Identify opportunities to incorporate sustainable development practices, green infrastructure, urban forestry, and climate resilience into future public and private investments.
- Strengthen downtown's role as an economic engine by supporting business recruitment, retention, workforce development, and innovation.
- Promote a vibrant public realm through placemaking, public art, programming, and year-round activities that attract residents and visitors.
- Engage diverse and representative members of the community through a variety of input opportunities to ensure the Downtown Master Plan reflects the public's and City Council goals and priorities.
- Develop a prioritized implementation strategy that identifies short-, medium-, and long-term actions, responsible partners, potential funding sources, and performance measures to track progress.

Several recent and upcoming developments represent a growing momentum to revitalize and enhance downtown.

- Redevelopment of numerous buildings in the Historic Millwork District for residential, office, and commercial uses. New condo units are under development.
- Anticipated development of a new City park in the Historic Millwork District at the corner of 10th and Elm streets in the place of a surface parking lot.
- Mixed-use redevelopment of previously vacant buildings such as 790 Main Street, 1301 Central Avenue, and 1700 Central Avenue.
- Renovation of the Roshek Building for Cottingham & Butler and UMB Bank.
- Construction of a new childcare center by Cottingham & Butler.
- Upgraded parking technology in the City's parking ramps.
- Anticipated upgraded parking technology for the City's on-street parking spaces, surface lots, and enforcement officers.
- Transfer of jurisdiction of Central Avenue and White Street to the City of Dubuque when US Highway 52 was rerouted to Dyersville and the Southwest Arterial. This allows the City to consider changes to these streets.
- Anticipated construction of a widened sidewalk on Central Avenue and a two-way bicycle track on White Street.
- Installation of the City's first bike lanes on 9th and 10th streets.

- Anticipated establishment of the University of Dubuque College of Osteopathic Medicine in the former Prudential building at 5th & Main.
- Construction beginning on a five-story mixed-use building across the street from the medical school on the site of a former City-owned surface parking lot.
- Construction of the new Dubuque Museum of Art campus.
- Dubuque Forward's Downtown Development Strategy.
- Anticipated update of the City's Unified Development Code.
- Anticipated refinement of the City's transit routes through an upcoming study.
- Anticipated construction of an elevated street crossing over railroad tracks at 14th and Pine Streets.

**SEE STUDY AREA MAP ON NEXT PAGE**




## 3.0 COMMUNITY BACKGROUND

The City of Dubuque is located on the Mississippi River in northeastern Iowa, adjacent to Illinois and Wisconsin. As Iowa's oldest city chartered in 1837, Dubuque is a community well known for its historic and architectural beauty. The city is over 30 square miles in area, with a population of nearly 60,000 people. The community has a stable and diversified manufacturing base and a growing service sector. Dubuque is the major retail, medical, education, and employment center for the tri-state area. Tourism continues to be a major economic force in the community. The City website is www.cityofdubuque.org.

The City of Dubuque is governed by an elected Mayor and City Council and managed by a City Manager. The City funds a full range of municipal services. City government works in collaboration with the private and non-profit sectors to promote economic development and sustainability. Sustainability and downtown, neighborhood, and riverfront planning and revitalization are long-standing priorities of the City Council. Explore the City Council goals and priorities.

Downtown Dubuque is the historic, cultural, and economic heart of the community, uniquely situated between the Mississippi River and the city's iconic limestone bluffs. Its compact, walkable street network is defined by a remarkable collection of historic architecture, including commercial buildings, warehouses, civic landmarks, churches, and industrial structures that reflect Dubuque's rich history. Downtown is home to a diverse mix of districts—including the Historic Millwork District, Main Street, Central Avenue, and the Port of Dubuque—that together support a vibrant blend of residential, commercial, office, institutional, entertainment, and cultural uses. Explore the City of Dubuque's commitment to historic preservation.

Through decades of public and private investment, many historic buildings have been adaptively reused for housing, businesses, and mixed-use development while preserving the architectural character that makes downtown distinctive. Connected by streets, parks, trails, and public spaces, Downtown Dubuque continues to evolve as the city's primary urban center, balancing historic preservation with new development opportunities that enhance livability, economic vitality, mobility, and connections to the Mississippi River and surrounding neighborhoods.

## 4.0 PROJECT SCOPE OF SERVICES

The following outline describes the minimum components which should be included in the scope of services.

- **Executive Summary**
- **Introduction and Planning Process**
- **Vision and Goals**
- **Analysis of Existing Conditions**
  - Demographics and Economy
  - Infrastructure and Utilities
  - Land Use and Zoning
  - Historic and Cultural Resources
  - Environmental Considerations
- **Key Strategy Areas**
  - Land Use and Development
  - Mobility and Transportation
  - Housing and Community Development
  - Economic Development and Business Support
  - Public Realm and Urban Design
  - Parks, Trees, and Greenspace
  - Revitalization Tactics

- Funding and Partnerships
- **Implementation and Action Plan**

In preparing a response to this RFP, Consultants should describe the means or strategy by which they would satisfy the scope of services. The final scope of work will be negotiated with the selected consultant or consultant team. The City will evaluate submitted proposals and award a contract to the selected Consultant based on the best overall proposed solution, considering each individual section listed below. The City encourages proposals from Consultants that are Women/Minority Businesses Enterprises (W/MBE).

### 4.1 – Project Management & Accounting

4.1.1 The Consultant shall identify one person to serve as the Project Manager. The Project Manager shall be the leader of this effort and is expected to ensure that the project scope, schedule, and budget are being adhered to at all times for the duration of the project. Additionally, the Project Manager shall serve as the primary point of contact for all exchange of information between the City and the Consultant.

4.1.2 Process all payment requests for the project, maintain the budget for the project, and provide monthly status updates to the City of Dubuque Planning Services Department.

### 4.2 – Project Manager Deliverables

The following is a list of requirements which shall be met throughout the contract period.

4.2.1 The Project Manager shall submit an updated electronic copy of the project schedule at each progress meeting.

4.2.2 The Project Manager shall submit the project progress report at progress meetings and with each monthly invoice.

4.2.3 The Project Manager shall shepherd the project, with support from the Project Team and stakeholders, from inception, through City Council approval(s).

### 4.3 – Project Coordination and Communication

4.3.1 Administer any change orders that may come up in the project. All change orders need approval from the Project Coordinator prior to executing the change order.

4.3.2 Maintain all records for the project. Provide a copy of all records to the Planning Services Department.

4.3.3 Coordination with City Staff: The Consultant will participate in multiple coordination meetings with the Planning Services Department of the City of Dubuque and the Project Team to review progress (see project timeline, Appendix E).

4.3.4 Miscellaneous Coordination: The Consultant will work with the Planning Services staff and members of the Project Team to gather data and input and carry out the project.

**4.4 – Community Engagement**

4.4.1 The Consultant will engage the community, including stakeholders, staff, and elected/appointed officials through various methods such as presentations, workshops, surveys and social media. Strong communication (oral and written) and presentation skills are required.

4.4.2 It is anticipated that the Consultant will lead public meetings and be present to City Council in a series of work sessions. Proposals should include the following:

- Community Engagement Process
- Required review by City Council (in-person work sessions)
- Steering Committee meetings
- City staff will coordinate the input from commissions, committees and boards, including but not limited to:
  - Long Range Planning Advisory Commission
  - Zoning Advisory Commission
  - Historic Preservation Commission
  - Housing Commission
  - Parks and Recreation Commission
  - Community Development Advisory Commission
  - Transit Advisory Board

**4.5 – Schedule**

4.5.1 The project schedule shall meet the needs of the project scope. A timeline overview is provided below.

Suggested overall timeline:

| | |
|---|---|
| August 4, 2026 | City issues RFP |
| August 18, 2026 | Deadline for questions to City |
| August 21, 2026 | Responses to questions posted |
| **September 1, 2026** | **Proposal due by 12:00 p.m. CDT** |
| September 2026 | Consultant interviews |
| September 21, 2026 | Selection presented to City Council |
| October 2026 | Contract awarded/Notice to Proceed |
| November 1, 2027 | Completion |

4.5.2 The Consultant shall provide a recommended schedule for the completion of the project through award of contract and project closeout.

## 5.0 USE OF CITY RESOURCES

### 5.1 - Use of City Resources for the RFP Preparation

All information requests during the RFP process shall be directed to the City's Project Coordinator as detailed in Section 7.0 of this RFP. Consultants should note that directly contacting other City of Dubuque staff or any of the Project Team members shall be considered inappropriate and grounds for disqualification, except in the case of following the protocol outlined in Section 7.0.

### 5.2 - Material Available for the RFP

5.2.1 A link to the RFP and related documents is posted on the City of Dubuque website: https://www.cityofdubuque.org/bids.aspx. Additionally, the documents can be requested by contacting Project Coordinator Wally Wernimont at wwernimo@cityofdubuque.org.

5.2.2 Relevant and referenced information in this plan are in the following locations:

- City Council Goals & Priorities
  https://www.cityofdubuque.org/72/Goals-Priorities
- 2004 Dubuque Downtown Master Plan
  Binder 1 -
  https://www.cityofdubuque.org/DocumentCenter/View/291/Dubuque-Downtown-Master-Plan-Binder1?bidId=

  Binder 2 -
  https://www.cityofdubuque.org/DocumentCenter/View/292/Dubuque-Downtown-Master-Plan-Binder2?bidId=

  Citizen Guide
  https://www.cityofdubuque.org/DocumentCenter/View/293/Dubuque-Downtown-Master-Plan-Citizen-Guide?bidId=

- 2017 Imagine Dubuque Comprehensive Plan
  https://www.cityofdubuque.org/2432/Imagine-Dubuque
- Historic Millwork District Master Plan
  https://www.cityofdubuque.org/116/Historic-Millwork-District-Revitalizatio
- Central Avenue & White Street Corridor Study
  https://cityofdubuque.org/centralwhite
- City of Dubuque's Unified Development Code
  https://codelibrary.amlegal.com/codes/dubuqueia/latest/dubuque_ia/0-0-0-13151
- Interactive Zoning and Historic District Maps
  https://www.cityofdubuque.org/2912/Interactive-Maps
- Equitable Poverty Reduction & Prevention Plan
  https://www.cityofdubuque.org/2974/Equitable-Poverty-Reduction-Prevention-P,

- Community Climate Action & Resiliency Plan
  https://www.cityofdubuque.org/1374/50-by-2030-Plan
- Parks and Recreation Master Plan
  https://www.cityofdubuque.org/439/Parks-Recreation
- Smart Parking Management Plan
  https://www.cityofdubuque.org/3100/Move-DBQ-Smart-Parking-and-Mobility-Plan
- Community Development Block Grant Consolidated Plan
  https://cityofdubuque.org/2678/Community-Development-Block-Grant#docaccess-fcfebdb4bb5f25e04a14cde1811e1ef72743896c56f0cbaa130fb18c1614d8ae
- City of Dubuque Architectural Guidelines
  https://www.cityofdubuque.org/1295/Design-Guidelines#docaccess-cdee9384a4158bd0e9efb7d11aced6c0406830c07455b1ea961a811547a01f67
- Dubuque Downtown Development Strategy (Private Effort)
  https://dubuqueforward.com/pdfs/dubuque-forward-dubuque-downtown-development-strategy-2026.pdf

### 5.3 - City Resources Available to the Selected Consultant

The City will make its ArcGIS Pro mapping and data analysis capabilities available for this project as well as assistance from the Planning Services Department. Digital aerial photos of the City of Dubuque were last taken in 2026.

## 6.0 INFORMATION TO BE INCLUDED IN PROPOSAL

The Proposal should address all the points outlined in this RFP excluding any cost information which shall be **included in a separate electronic file labeled "Project Cost Estimate".** The Proposal should be prepared simply and economically, providing a straight-forward, concise description of the Consultant's capabilities to satisfy the requirements of the RFP.

To simplify the review process and to obtain the maximum degree of comparability, the proposal shall include the following information and shall be organized in the order and manner specified below. While additional data may be presented, the following subjects must be included. They represent the criteria against which the proposal will be evaluated.

Letter of Transmittal
Provide a letter of transmittal briefly outlining the Consultant's understanding of the work and list the Project Manager's name, address, telephone number, and e-mail address. The name that is provided for the Project Manager will be used as the primary contact person during the RFP evaluation process.

Table of Contents
Each proposal shall contain a table of contents that delineates each section contained in the proposal and the corresponding page number.

Profile of Consultant
Provide general information about the Consultant, along with its area(s) of expertise and experience as it relates to this RFP. Describe the experience and success of the Consultant in performing similar projects and/or working with cities with similar economic, geographic, or demographic profiles. State the description of the Consultant, the size of the Consultant's professional staff, and the location of the office from where the work on this project will be performed.

Discuss the Consultant's ability to integrate this project into their present workload. Include a statement to specify if the Consultant currently has the capacity to undertake the project or whether it intends to hire additional staff or partner with subconsultants.

Scope of Services
Describe the means or strategy by which the Consultant would satisfy the scope of services for the currently approved budget as listed below in "Fees and Compensation".

Include a basic work plan for each strategy that delineates the Consultant's approach to the completion of the project. The work plan, at a minimum, should include those components outlined in Section 4.0 of this RFP. The Consultant should indicate in the work plan those aspects that might be completed by City staff.

Highlight any parts of the work plan that will reflect the Consultant's unique philosophy or insight regarding its approach to this project and how this approach positively impacts the successful completion of the project.

Consultant Team Qualifications
Provide the names of all members of the consultant team associated with this project. Specifically identify the supervisory and management staff including principals, the Project Manager, and technical experts who would be assigned to this project. For each consultant team member, provide their qualifications and experience. Include any training and relevant continuing and professional education.

Include a flow chart that shows the communication path between the City and Consultant. Include all consultant team members on the flow chart and show the supervisory relationship between all members of the team. Be sure to include all subconsultant staff on the consultant team flow chart.

If applicable, provide the name and location of other subconsultants that would be included in a Consultant team and the approximate percentage of the work that would be performed by each of these Consultants. Provide the qualifications and experience of all subconsultant staff working on the project.

In submitting the Proposal, the prospective Consultant is representing that each person listed or referenced in the proposal shall be available to perform the services as described. The Project Manager, principals, management, subconsultants, and other consultant team staff may be changed in accordance with the requirements described in *Appendix C – City of Dubuque Contract Terms and Conditions: Substitution of Consultant Team Members*.

Describe the experience and success of the consultant team members in performing similar projects. Specifically list any experience and success completing downtown plans for municipalities similar to Dubuque and/or within the State of Iowa.

References

Include at least three (3) client references (including individual contact names and telephone numbers) for similar or relevant projects that have been completed by the Consultant in the last five (5) years. List the names of individuals on the consultant team proposed for the Dubuque project who have worked on the referenced projects.

Understanding of Final Contract Terms

The Consultant should provide a statement that indicates they have read and understand *Appendix C – City of Dubuque Contract Terms and Conditions* and agree to include the clauses that are listed in Appendix C in the final signed contract. Any exceptions to the Contract Terms and Conditions by the Consultant must be clearly stated in their submitted Proposal.

Certificate of Insurance

The Consultant shall provide a confirmation obtained from their insurance provider demonstrating their ability to meet the requirements of the said Schedule J, included in Appendix D of this RFP. Consultants shall also confirm that they will meet the requirements of Schedule J should they be awarded the contract.

Proposed Project Schedule

Provide a project schedule for each strategy. Outline the time durations and estimated completion dates for each major component of the proposed scope of work. The schedule should list all deliverables that are required throughout the project.

Fees and Compensation

The City of Dubuque has a budget not to exceed $150,000 to complete the scope of this project.

Consultants should provide a fixed cost not to exceed the City's budget for the project. All expenses shall be included in the budget, including travel, community engagement, and printing. The project shall be billed based on a percentage complete at the time of billing. The cost proposal should roughly break down costs by major scope element and include a list of hourly rates for personnel assigned to the project.

Quotation of fees and compensation shall remain firm for a period of at least 120 days from the RFP submission deadline.

Payment for Work: The Consultant awarded the contract shall be paid once monthly. The invoiced amount shall be based on the earned value based on the percentage of work completed as reported in monthly project report updates and invoicing.

Method of Submittals: Submittals shall be in two parts: the proposal and the budget, each submitted separately in PDF. Initial screening will be done without viewing the Consultant's proposed costs and related information.

## 7.0 PROPOSAL QUESTIONS AND ANSWERS

If you have any questions concerning this proposal, or other technical questions, please submit your requests in writing to the City's designated Project Coordinator. The City has used considerable efforts to ensure an accurate representation of information in this RFP, however, should there be inaccuracies, questions, or concerns, we invite Consultants to reach out to the Project Coordinator. Each Consultant is responsible to conduct its own investigations into the material facts provided.

No answers given in response to questions submitted shall be binding upon this RFP unless released in writing (letter or email) as an officially numbered and titled addendum to the RFP by the City of Dubuque.

Any questions concerning this proposal must be received on or before Tuesday, August 18, 2026. Any inquiries received after this date will not be answered. When submitting a question to the Project Coordinator, please include the appropriate Consultant contact information. A copy of all blind questions and their answers will be provided to all registered Consultants via the bidding notification system by noon on August 21, 2026 in order to provide all Consultants with consistent information.

From the date of issuance of the RFP until final City action, the Consultant shall not discuss the RFP with or contact any other City of Dubuque employees or any of the Project Team members regarding the subject matter of this RFP, except as expressly authorized by the Project Coordinator identified in this Section. Violation of this restriction will be considered a violation of the rules and be grounds for disqualification of the Consultant's proposal.

Project Coordinator contact information is as follows:

Wally Wernimont, Planning Services Director
City of Dubuque
Planning Services Department
50 W. 13th Street
Dubuque, IA 52001
Phone: 563.589.4210
E-mail: wwernimo@cityofdubuque.org
For e-mail questions, use subject: RFP Q&A

## 8.0 SUBMISSION REQUIREMENTS

Before submitting a proposal, each Consultant shall conduct all necessary investigations, reviews, and examinations to develop a thorough understanding of the Downtown Master Plan Update objectives identified in Section 2.0, and related City and private plans and studies identified in Section 5.0. Consultants shall review relevant background materials and verify any representations, information, or assumptions provided by the City upon which the Consultant's proposed approach, scope of work, schedule, or cost estimate will rely.

Each Consultant is required to submit an electronic copy of their proposal via email by the deadline of Tuesday, September 1, 2026 at 12:00 p.m. CDT.

### PROPOSAL SUBMITTAL INFORMATION

Submittal Contacts:

| | |
|---|---|
| Wally Wernimont, Planning Services Director | wwernimo@cityofdubuque.org |
| Departmental email | planning@cityofdubuque.org |

### REQUIRED DOCUMENT SUBMISSIONS FOR THE RFP

| Email Submittal | Format | Deadline | Delivery method |
|---|---|---|---|
| Transmittal letter<br><br>Project proposal and addenda | Portable Document Format (PDF) | Tuesday, September 1, 2026 12 p.m. (noon, Central time) | Email to:<br>wwernimo@cityofdubuque.org<br>planning@cityofdubuque.org<br><br>(Email shall be generated from the email account of the officer of the Consultant who is authorized to legally bind the Consultant to its provisions.) |
| Cost proposal | Separate (PDF) Portable Document Format | | |

Each Consultant shall submit one copy via email, using the deadlines, methods and formats outlined in the submittal chart referenced immediately above. Proposals should not include any pre-printed or promotional materials. **Proposals must be kept to 30 pages or less total**. The City can receive up to 25MB file size via a single email.

Each addendum must be acknowledged in the Letter of Transmittal by providing the addendum number and title. Failure to acknowledge each addendum will be considered grounds for possible disqualification. In regards to insurance, please submit your confirmation demonstrating your willingness to meet the terms of Schedule J, as well as a confirmation obtained from your insurance provider demonstrating your ability to meet the requirements of the said schedule. Said Schedule J is located under Appendix D. It is solely the Consultant's responsibility to ensure that you have reviewed all addendums to this RFP before submitting the proposal.

The proposal document shall be signed by an officer of the Consultant who is authorized to legally bind the Consultant to its provisions. Proposals are to contain a statement indicating the period during which the proposal will remain valid. A period of not less than one hundred twenty (120) calendar days from the proposal closing date is required. Failure to comply with the above requirements shall be considered grounds for possible disqualification.

Each Consultant assumes full responsibility for delivery and deposit of the completed proposal package on or before the deadline. It is recommended that the Consultant follows up with the Planning Services Office to confirm delivery. Any proposals not meeting the submittal deadlines will not be considered and will be returned to the Consultant. The City of Dubuque is not responsible for any loss or delay with respect to delivery of the proposals.

The City of Dubuque is not liable for any costs incurred by any Consultant prior to the execution of an agreement or contract. Nor shall the City of Dubuque be liable for any costs incurred by Consultants that are not specified in any contract. All results from this project will remain the property of the City of Dubuque.

Upon receiving this RFP, we request that the Consultant complete the “Receipt of Proposal Acknowledgement”– “No Response Reply” information contained on the first page of this document and return it to the City’s Project Coordinator by email so the City can ensure that each Consultant received this Request For Proposal.

The City of Dubuque appreciates your time and consideration of this RFP.

Sincerely,

Wally Wernimont, Planning Services Director
Planning Services Department
City of Dubuque
Project Coordinator

THE CITY OF DUBUQUE
*Masterpiece on the Mississippi*

**Professional Services for an Update to the City of Dubuque's Downtown Master Plan**

**July 27, 2026**

# Appendix A

Consultant Evaluation and Selection Process

## EVALUATION CRITERIA

Proposals will be screened to ensure that they meet the minimum requirements of the proposal format. The Project Team will review qualifying proposals and select Consultants for placement on the consultant short-list for the project. The following criteria are among those that will be used to initially evaluate submitted proposals.

1. A high level of professional competence and a demonstrated track record in downtown master planning, comprehensive planning, urban design, land use planning, and community redevelopment; including experience developing strategic visions, implementation strategies, mixed-use development frameworks, public realm improvements, multimodal transportation recommendations, community engagement, and policies that support vibrant, resilient, and economically successful downtowns:
    a. Qualifications and experience of the Consultant and any subconsultants.
    b. Demonstration of the professional expertise and technical abilities of the consultant team members.
    c. If a joint venture with subconsultants, any track records of the Consultant's experience working with each referenced subconsultant.
    d. Experience of the Consultant working on municipal projects.
2. Design approach/methodology in completing scope of services such as:
    a. Grasp of project requirements and level of interest in the project.
    b. Ability of Consultant to demonstrate initiative, motivation, and knowledge.
    c. Creativity and problem-solving ability.
3. Experience engaging stakeholders and facilitating an inclusive planning process:
    a. Demonstrated experience designing and facilitating public engagement efforts, including community meetings, workshops, focus groups, stakeholder interviews, and other outreach methods that encourage meaningful, broad-based participation from diverse community perspectives.
    b. Proven ability to thoughtfully evaluate and incorporate stakeholder input into a cohesive downtown vision, planning recommendations, implementation strategies, and actionable priorities while balancing diverse community interests and objectives.
4. Responsiveness and compatibility between Consultant and City:
    a. Demonstrated ability to establish a positive working relationship with City staff, communicate effectively, and collaborate throughout the planning process.
    b. Ability to listen, be flexible, and to follow and implement directions, ideas, and concepts.
    c. Overall success of past projects completed for the City of Dubuque, if applicable.
5. Quality and completeness of the written proposal and services offered:
    a. The proposal should clearly demonstrate an understanding of the City's overall objectives for the project.
    b. Ability to produce high quality documents that are user-friendly with high quality graphics.
    c. Ability to make high quality oral and visual presentations.
6. Proposed schedule required to complete project.
7. Proposals from Women/Minority Businesses Enterprises (W/MBE) are encouraged.

The Project Team will interview the short-listed Consultants. Proposal cost in relationship to the services offered will be evaluated following the initial review of proposals and the criteria outlined above. Reference checks will be conducted as appropriate. Both the original submitted proposal and the results of the Consultant interviews, reference checks, and costs proposals will be used to select the final Consultant for the project.

## SELECTED CONSULTANT

Upon the completion of the evaluation of the proposals, the Project Team will recommend to the City Manager, who will then make a recommendation to the City Council, the awarding of a contract to the highest ranked Consultant. The Project Team will also request authority to negotiate with the recommended Consultant a final scope of work and fee structure for the project.

If a contract, satisfactory and advantageous to the City, can be negotiated at a price considered fair and reasonable, the award shall be made to that Consultant. Otherwise, negotiations with the Consultant ranked first shall be formally terminated and negotiations commenced with the Consultant ranked second, and so on, until a contract can be negotiated that is acceptable to the City.

Upon the successful completion of contract negotiations, the Project Team shall recommend that the City Manager execute a contract with the successful Consultant. The City Manager will in turn make a decision to execute the contract or request the City Council make a final determination to award and execute the contract with a Consultant.

**Professional Services for an Update to the City of Dubuque's Downtown Master Plan**

**July 27, 2026**

# Appendix B

RFP Rules and Protest Procedure

## MINOR IRREGULARITIES

The City reserves the right to waive minor irregularities in submitted proposals, providing such action is in the best interest of the City. Minor irregularities are defined as those that have no adverse effect on the City's best interests and will not affect the outcome of the selection process by giving the prospective Consultants an advantage or benefit not enjoyed by other prospective Consultants.

## EXCEPTIONS

Consultant exceptions to any part of the requirements stated in this request must be clearly identified as exceptions and noted in the letter of transmittal and in the submitted project cost estimate.

## DEFINITIONS

The City has established for the purposes of this RFP that the words "shall", "must", or "will" are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient response is not in substantial accord with this RFP's mandatory conditions requirements.

The words "should" or "may" are equivalent in this RFP and indicate very desirable conditions, or requirements but are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not in and of itself cause automatic rejection of a proposal but may result in being considered as not in the best interest of the City.

## DISPUTES/EXCEPTIONS

Any prospective Consultant who disputes the reasonableness or appropriateness of any item within this RFP document, any addendum to this RFP document, notice of award or notice of rejection shall set forth the specific reason and facts concerning the dispute, in writing, within five (5) business days of the receipt of the proposal document or notification from the City. The written dispute shall be sent via certified mail or delivered in person to the point of contact set forth in Section 7.0, who shall review the written dispute and work with the City Manager to render a decision which shall be considered final.

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**Professional Services for an Update to the City of Dubuque's Downtown Master Plan**

**July 27, 2026**

# Appendix C

City of Dubuque Contract Terms and Conditions

## CITY OF DUBUQUE STANDARD TERMS AND CONDITIONS

**ACCELERATED PAY DISCOUNTS -** Accelerated discounts should be so stated on the bid submittal page. If quick pay discounts are offered, the City reserves the right to include that discount as part of the award criteria. Prices must, however, be based upon payment in net thirty (30) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

**ADA COMPLIANCE**

1. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 et seq.) and applicable Federal regulations under the Act.
2. Bids for design, construction, programs, policies and concessions of any type shall comply with the 2010 Standards for Accessible Design, the ADA title II regulation, Section 504 of the 1973 Rehabilitation Act, and similar statutes and regulations prohibiting discrimination on the basis of disability.
3. The Contractor shall ensure that its websites and all online services, including those websites or online services provided by third parties upon which Dubuque relies to provide services or content, comply with, at minimum, Web Content Accessibility Guidelines - WCAG 2.0 AA.

**ASSIGNMENT -** The City and the Contractor each are hereby bound and the partners, successors, executors, administrators and legal representatives of the City and the Contractor are hereby bound to the other party to the Contract and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of the Contract. Any assignment or attempt at assignment made without prior written consent of the City shall be void.

**BID CURRENCY/LANGUAGE -** All bid prices shall be shown in US Dollars ($). All prices must remain firm for the duration of the Contract regardless of the exchange rate. All bid responses must be submitted in English.

**BID FORM -** Each bidder must submit an original bid and additional copies as required on the forms attached. The bidder shall correctly sign the bid, and the bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the bid, or any irregularities of any kind. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.

**BID INFORMATION IS PUBLIC –** The bid and all documents submitted with any bid shall become public documents subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting the bid any document to the City of Dubuque in connection with a bid, the submitting party recognizes this and waives any claim against the City of Dubuque and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Dubuque and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Dubuque arising from any opportunity. Bid information requested by the public or other bidders will be provided in an alternative format if the requestor is a person with a disability and requires an alternative form for comprehension.

**BID REJECTION OR PARTIAL ACCEPTANCE -** The City reserves the right to accept or reject any or all bids or parts thereof. The City further reserves the right to waive technicalities and formalities in bids, as well as to accept in whole or in part such bids where it is deemed advisable in protection of the best interests of the City.

**CONFLICT OF INTEREST -** The Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the City that is a conflict of interest. No employee, officer or agent of the Contractor shall participate in the selection or in the award if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to the Contract. If a conflict of interest is proven to the City, the City may terminate the Contract, and Contractor shall be liable for any excess costs to the City as a result of the conflict of interest. The Contractor shall establish safeguards to

prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to the City.

**CONTRACT DOCUMENTS –** The Contract Documents are this Contract, the Request for Bids, the Contractor's Bids, and the following additional documents, if any:

In the event of a dispute with respect to any term or condition in the Contract Documents, they shall be interpreted in the following order: this Contract, the Request for Bids, the Contractor's Bids, and the following additional documents, if any:

**DISPUTES -** Should any disputes arise with respect to the Contract, the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute and the City shall continue to make payment for all Work properly performed. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor. The unintentional delayed payment by the City to the Contractor of one or more invoices not in dispute in accordance with the terms of the Contract will not be cause for Contractor to stop or delay Work.

**FORCE MAJEURE -** Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the parties.

**INDEMNIFICATION -** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, its officers and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, or anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

**LAWS AND REGULATIONS -** The Contract shall be governed, interpreted and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses and regulations and shall apply to the Contract throughout, as the case may be. The Contractor certifies that in performing the Contract it will comply with all applicable provisions of the federal, state, and local laws, ordinances, licenses and regulations. Venue for any action arising out of this Contract shall be the Iowa District Court for Dubuque County, Iowa.

**METHOD OF AWARDING -** The City reserves the right to make awards based on the entire bid or on an item by item basis. However, if Contractor's bid is based on an "all or none" condition, the City may consider its bid non-responsive and reject the entire bid.

**NO GIFT STANDARD -** The City of Dubuque is committed to upholding the highest ethical standards in all of its business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, all suppliers have been asked to abide by the City's "No Gift" standard.

The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a City employee and not available to the general public, regardless of the value.

**NON-COLLUSION STATEMENT -** Neither the Contractor, nor anyone in the employment of the Contractor, has employed any person to solicit or procure the Contract nor will the Contractor make any payment or agreement for payment of any compensation in connection with the Contract. There is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for Work rendered under the Contract or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in the Contract. Neither the Contractor, nor anyone in the employment of the Contractor, has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in connection with the Contract.

**NON-DISCRIMINATION AND EQUAL OPPORTUNITY -** All Contractors that engage in contracts with the City of Dubuque, Iowa agree as follows: The Contractor will not discriminate against any employee or applicant for employment because of race, sex, color, creed, ancestry, national origin, marital status, Familial status, religion, age, disability, sexual orientation, gender identity, genetic information, status with regard to public assistance, status as a veteran or any classification protected by federal, state, or local law, (Protected Classes) except where age and sex are essential bona fide occupational requirements, or where disability is a bona fide occupational disqualification. Such action shall include, but not be limited to the following; (a) Employment, (b) Upgrading, (c) Demotion or transfer, (d) Recruitment and advertising, (e) Layoff or termination, (f) Rate of pay or other forms of compensation, and (g) Selection for training, including apprenticeship. The Contractor further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity without regard to the protected classes, as stated above. The Contractor will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations or orders of the City and will provide in every contract or subcontract that said provision will be binding upon each Contractor..

**REGULATORY AGENCY COMPLIANCE -** Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City of Dubuque expects that Contractors will offer expertise on conformance of regulations applying to the products they sell and the Work they perform.

**RIGHT TO PROTEST -** Anyone wishing to file a protest concerning (1) the specifications, (2) the bid procedure or (3) the award of the Contract must do so in writing in accordance with the City's Protest by bidders which is found in the City's purchasing policy.

**SAFETY DATA SHEETS -** The Hazard Communication Standard (HCS) requires chemical manufacturers, distributors, and importers to ensure that each container of hazardous chemicals leaving the workplace is labeled, tagged, or marked and to provide Safety Data Sheets (SDS) to communicate the hazards of hazardous chemical products. It is the chemical supplier's responsibility to determine which products are covered and to provide SDS with the initial shipment. It is also the chemical supplier's responsibility to provide any updated or revised SDS, as they become available for any products sold and delivered to the City of Dubuque. City of Dubuque employees shall not accept a shipment of any chemical that does not have a SDS attached or currently on file. Safety Data Sheets shall be available in alternative formats if the requestor is a person with a disability and requires an alternative format for comprehension.

**SUBCONTRACTING -** All Subcontractors shall be listed in the Contract or in a written amendment to the Contract.

**SUBSTITUTION OF CONSULTANT TEAM MEMBERS** – The Project Manager must notify the Project Coordinator within no more than seven (7) days of a change of any team member(s), including subconsultants. Replacement of the consultant team member(s) is subject to review and approval by the Project Coordinator.

**SUSPENSIONS AND DEBARMENT -** The Contractor hereby certifies, pursuant to 2 CFR pt. 180 and 2 CFR pt. 3000, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any federal agency. The Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City of Dubuque or the State of Iowa.

**TAXES -** The City of Dubuque is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

**TERMINATION OF CONTRACT -** The City may terminate the Contract at any time for any reason with or without cause. In that event, all finished or unfinished Work, reports, materials(s) prepared or furnished by the Contractor under the Contract shall, at the option of the City, become its property. If the Contract is terminated by the City as provided herein, the Contractor shall be paid for all Work which has been authorized, provided, and approved up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

**WARRANTIES - WORK -** The Contractor shall perform Work for the City pertaining to the Project as set forth in the Contract.

Contractor represents that the Work and all of its components shall be free of defects; shall be performed in a manner consistent with other Contractors in a similar industry and application; and shall conform to the requirements of the Contract.

Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Work performed under the Contract. Contractor shall, promptly and without charge, provide all corrective Work necessary as a result of Contractor's acts, errors, or omissions with respect to the quality and accuracy of the Work.

Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors, or omissions, and for any losses or costs to repair or remedy any Work undertaken by City based upon the Work as a result of any such acts, errors, or omissions.

Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or Contractor.

**WARRANTIES - INTELLECTUAL PROPERTY -** Contractor represents and warrants that all the materials and Work produced, or provided to the City pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials and work. The Contractor represents and warrants that the materials and Work, and the City's use of same, and the exercise by the City of the rights granted by the Contract shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. The Contractor further represents and warrants that the materials and Works does not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the Work contemplated by the Contract.

**Professional Services for an Update to the City of Dubuque's Downtown Master Plan**

**July 27, 2026**

# Appendix D

Insurance Requirements
Schedule J

Prepared by: Wally Wernimont, City Planner Address: City Hall, 50 W. 13th St (563) 589-4210
Return to: Adrienne Breitfelder, City Clerk Address: City Hall, 50 West 13th St (563) 589-4121

**RESOLUTION NO. - 26**

**A RESOLUTION AUTHORIZING THE RELEASE AND POSTING OF THE REQUEST FOR PROPOSALS FOR THE DOWNTOWN MASTER PLAN UPDATE, CITY OF DUBUQUE, IOWA**

Whereas, the Downtown Master Plan was adopted on February 2, 2004, and the City Council has identified the Downtown Master Plan Update as a high priority for 2025-2027, supporting the City's goals for a healthy and safe community, robust local economy, livable neighborhoods, sustainable environment, connected community, and diverse arts, culture, parks, and recreation experiences; and

Whereas, since the implementation of the Downtown Master Plan, the City has adopted several related plans and studies, including the Imagine Dubuque Comprehensive Plan, Historic Millwork District Master Plan, Central Avenue and White Street Corridor Study, Smart Parking Management Plan, Parks and Recreation Plan, Community Climate Action & Resiliency Plan, and Equitable Poverty Reduction & Prevention Plan, among others, which will inform and guide the Downtown Master Plan Update; and

Whereas, the Long-Range Planning Advisory Commission reviewed the Downtown Master Plan Request for Proposals (RFP) at its July 15, 2026 meeting, discussed the project scope and planning process, and voted to recommend approval of the Downtown Master Plan Update RFP; and

Whereas, the City's FY27 Capital Improvement Program includes $150,000 under Project No. 6254000006, to fund the Downtown Master Plan update; and

Whereas, an RFP committee has completed its review of the Downtown Master Plan Update RFP and recommends City Council authorization to release and post the RFP to solicit proposals from qualified consultant teams.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA:**

Section 1. That the City Council hereby authorizes the release and posting of the Request for Proposals (RFP) for the Downtown Master Plan Update, as recommended by the RFP committee and the Long-Range Planning Advisory Commission.

Section 2. That the City Manager and Planning Services Director are hereby authorized and directed to take all necessary actions to release and post the RFP and to solicit proposals from qualified consultant teams.

Passed, approved and adopted this day of August, 2026.

By: _____
Brad M. Cavanagh, Mayor

ATTEST:

By: _____
Adrienne Breitfelder, City Clerk

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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**

July 22, 2026

The Honorable Mayor and City Council
City of Dubuque
50 W. 13th Street
Dubuque, IA 52001

SUBJECT: Recommendation of the Downtown Master Plan RFP

Dear Mayor and City Council Members:

**Introduction**
The Long Range Planning Advisory Commission has reviewed the draft Downtown Master Plan Request for Proposals in accordance with Section 15-2-13 of the City Code. This review took place at a regular meeting of the Commission on July 15, 2026.

**Background**
City Council established the Downtown Master Plan Update as a High Priority during last year's goal setting work. The Planning Services Department was allocated $150,000 for the project, which is available now with the start of the new fiscal year. The Planning Services Department has drafted an RFP to seek proposals from consultants for this project.

**Discussion**
Planning Services Director Wernimont gave a summary of why the Downtown Master Plan is being pursued now and what factors are influencing changes in the downtown. He talked about previous plans in the downtown area. He talked about changes to the downtown brought about following the 2004 Downtown Master Plan. He discussed some developments catalyzing change downtown. He listed topics the plan will cover. He talked about how process will go with releasing the RFP, receiving proposals, and interviewing potential consultants to select one to do the work.

He showed the map of the area that would be covered by the plan. The commission discussed this area and some of the adjacent areas, several of which have their own plans.

Wernimont mentioned the RFP will include links to various city plans including Imagine Dubuque, Equitable Poverty Prevention and Reduction Plan, Arts and Culture Master Plan, Parks and Recreation Master Plan, Historic Millwork District Master Plan, Smart Parking Management Plan and the Unified Development Code. In addition, He noted that the Dubuque Forward Downtown Development Strategy will also be provided as a

potential resource. He discussed that that plan is focused on urban design, parks, civic space, greenspace, streets, and mobility.
Commissioners and staff discussed various other aspects of downtown and the plan:

- Connectivity, bike lanes, and the proposed cycle track on White Street
- The railroad overpass to be built on 14th Street
- Stormwater infrastructure
- Parking, ramps, surface lots, new parking technology, and concern about losing parking
- The experience for visitors coming to downtown, information, and wayfinding
- Condos being developed, more condos needed
- Short-term rentals

Wernimont then discussed the broad steps involved in the process. Commissioners asked about the timeline, and Wernimont said the plan should take about one year from the point of having a consultant under contract. He explained that they hope to have it ready in time for the budget process in the fall on 2027. He mentioned that the plan will also help grant applications be written to pursue state and federal funding. Wernimont invited members of the commission to participate in the RFP and steering committees.

**Recommendation**
By a vote of 7-0, the Commission voted to recommend approval of the Downtown Master Plan Update Request for Proposals.

Respectfully submitted,

Beth McGrath
Chairperson
Long Range Planning Advisory Commission

| DEPARTMENT: 62 - Planning Services | | STATE PROGRAM: 5C - Community & Economic Development | PROJECT TITLE: Downtown Master Plan Update | | | YEAR FIRST SUBMITTED: FY 2027<br>PROJECT NO: 6254000006 | | TOTAL PROJECT COST $ 150,000 |
|---|---|---|---|---|---|---|---|---|
| **2025 EXPENSE** | **2026 BUDGET** | **PROJECT BUDGET** | **2027** | **2028** | **2029** | **2030** | **2031** | **2032** |
| | | **A. EXPENDITURE ITEMS** | | | | | | |
| $ — | $ — | Professional Services | $ 150,000 | $ — | $ — | $ — | $ — | $ — |
| $ — | $ — | TOTAL | $ 150,000 | $ — | $ — | $ — | $ — | $ — |
| | | **B. PROJECT FINANCING** | | | | | | |
| $ — | $ — | Greater Downtown TIF | $ 150,000 | $ — | $ — | $ — | $ — | $ — |
| $ — | $ — | TOTAL | $ 150,000 | $ — | $ — | $ — | $ — | $ — |

**PROJECT DESCRIPTION/JUSTIFICATION**

This project is for preparation of a Downtown Master Plan. The Downtown Master Plan Update will provide a comprehensive vision and strategic framework to guide future development, investment, and revitalization efforts in Dubuque's downtown core. It will focus on enhancing livability, economic vitality, historic preservation, and connectivity to ensure a vibrant urban center for all. The Downtown Master Plan Update has been identified as a City Council High Priority for FY 2025-2027.

**RELATIONSHIP TO OTHER PROJECTS**

This project is not related to other capital projects.

**OUTCOME**

Livable Neighborhoods and Housing: Great Place to Live: Have a vibrant Dubuque Downtown with an increase in housing opportunities both market-rate and affordable and adaptive reuse.

**FUNDING RESTRICTIONS**

This project may only be funded by General Fund, Local Option Sales Tax 20%, DRA and Greater Downtown TIF

**PROJECT ADDRESS/SERVICE AREA**

Downtown Dubuque - Dubuque Main Street Service Area

Copyrighted
August 3, 2026

**City of Dubuque**
**City Council**

**ACTION ITEMS # 4.**

| | |
|---|---|
| **ITEM TITLE:** | Opportunity Zone 2.0 Application Submission |
| **SUMMARY:** | City Manager recommending City Council approval for submission of an application for Opportunity Zone 2.0 designation through the Opportunity Iowa program, administered by the Iowa Economic Development Authority (IEDA). |
| **SUGGUESTED DISPOSITION:** | Receive and File; Approve |

**ATTACHMENTS:**

1. MVM Memo Opportunity Zone 2_0 Application Submission
2. Staff Memo
3. Application Narrative
4. DI Support Letter
5. CFGD Support letter
6. Proposed Opportunity Zones Map
7. GDDC Support letter

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**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Opportunity Zone 2.0 Application Submission

**DATE:** July 29, 2026

Economic Development Director Jill Connors is recommending City Council approval for submission of an application for Opportunity Zone 2.0 designation through the Opportunity Iowa program, administered by the Iowa Economic Development Authority (IEDA). The application was submitted online using the attached narrative, and support letters from key community partners were emailed directly to IEDA staff.

This application represents the first designation opportunity under the recently enacted federal Opportunity Zone 2.0 legislation. While Dubuque previously received Opportunity Zone designations under the Tax Cuts and Jobs Act of 2017, all prior designations expired under the new federal law, requiring states to undertake a new designation process.

I concur with the recommendation and respectfully request Mayor and City Council approval.

Michael C. Van Milligen

MCVM:sv
Attachment
cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
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:** Opportunity Zone 2.0 Application Submission

**DATE:** July 29, 2026

## INTRODUCTION

This memo recommends City Council approval for submission of an application for Opportunity Zone 2.0 designation through the Opportunity Iowa program, administered by the Iowa Economic Development Authority (IEDA). The application was submitted online using the attached narrative, and support letters from key community partners were emailed directly to IEDA staff.

This application represents the first designation opportunity under the recently enacted federal Opportunity Zone 2.0 legislation. While Dubuque previously received Opportunity Zone designations under the Tax Cuts and Jobs Act of 2017, all prior designations expired under the new federal law, requiring states to undertake a new designation process.

## BACKGROUND

Opportunity Zones were originally established through the federal Tax Cuts and Jobs Act of 2017 to encourage long-term private investment in economically distressed communities through federal capital gains tax incentives. Following enactment of the legislation, Iowa nominated Opportunity Zones in 2018, and the City of Dubuque successfully received designation for several census tracts

Congress recently enacted Opportunity Zone 2.0, creating a new program with updated eligibility requirements and requiring every state to submit a new set of designated census tracts. Previous designations do not automatically carry forward, making a new application necessary.

The Iowa Economic Development Authority (IEDA), through Opportunity Iowa, established a competitive statewide application process to identify recommended census tracts for designation. Applications required substantial documentation demonstrating economic distress, redevelopment readiness, community support, and a pipeline of investment-ready projects.

**DISCUSSION**

Preparation of the application required extensive collaboration among City staff, Greater Dubuque Development Corporation (GDDC), and private-sector. The team evaluated eligible census tracts, identified redevelopment opportunities expected to move forward beginning in 2027, documented redevelopment barriers, and secured letters of support from key community partners.

Particular emphasis was placed on identifying projects that meet the objectives of Opportunity Zone 2.0 by demonstrating near-term investment potential, significant private capital leverage, housing production, job creation, and catalytic redevelopment opportunities.

The City’s application narrative outlines a vision for transforming legacy industrial districts into vibrant mixed-use neighborhoods, providing housing, employment, neighborhood-serving businesses, recreation, and public amenities. The areas specifically requested/prioritized for designation are Census Tracts 1.00 and 5.00. Census Tract 7.02 was submitted as a secondary priority.

Census Tracts 1.00 and 5.00 were identified as the City's highest priorities because they contain a significant concentration of redevelopment opportunities with the greatest potential to leverage private investment while advancing long-standing community redevelopment goals. Census Tract 7.02 was submitted as the City's secondary priority should additional designations become available.

These areas have long served as Dubuque’s industrial backbone but continue to face redevelopment barriers, including brownfield conditions, environmental uncertainty, underutilized land, rising construction costs, and financing gaps.

The application documents a substantial pipeline of redevelopment projects anticipated to begin construction on or after January 1, 2027. Collectively, these projects represent hundreds of millions of dollars in potential private investment across mixed-use development, housing, commercial redevelopment, health care, hospitality, industrial expansion, and adaptive reuse. The availability of Opportunity Zone designation is

expected to strengthen project feasibility by attracting additional equity investment to developments that continue to face challenging financing conditions.

Support letters were provided by:

- Greater Dubuque Development Corporation (GDDC), emphasizing the economic need and investment opportunity in Census Tracts 1.00 and 5.00.
- Community Foundation of Greater Dubuque (CFGD), highlighting the importance of flexible and catalytic capital for redevelopment and community benefit
- Dubuque Initiatives (DI), underscoring the need for patient investment and the readiness of these neighborhoods for transformative projects.

All letters strongly support the City's application and encourage favorable consideration by the State.

These organizations were selected because of their direct involvement in economic development, community investment, and redevelopment financing within the proposed Opportunity Zone areas. Their letters collectively demonstrate broad community support and reinforce the readiness of these census tracts for additional private investment.

**RECOMMENDATION**

I respectfully request approval for submission of an application for Opportunity Zone 2.0 designation through the Opportunity Iowa program, administered by the Iowa Economic Development Authority (IEDA). Staff will continue to coordinate with IEDA throughout the review process and to update the City Council regarding designation decisions and any subsequent implementation activities.

**What is the vision for the top priority census tract(s), and how will having an Opportunity Zone assist in realizing that vision?**

The City of Dubuque envisions a future in which its legacy industrial districts become vibrant mixed-use neighborhoods that provide housing, employment opportunities, neighborhood-serving businesses, recreation, and public amenities while strengthening the community's connection to the Mississippi River. The priority census tracts encompass the North Port, South Port, and Washington Neighborhood—areas that have long served as the city's industrial backbone but continue to contain vacant, underutilized, and environmentally challenged properties that limit private investment.

Over the past three decades, Dubuque has demonstrated that strategic public investment can transform underutilized and environmentally challenged properties into thriving community assets. Building on that success, the City is advancing a pipeline of redevelopment opportunities that will expand housing choices, support commercial and hospitality development, strengthen health care services, improve public infrastructure, and create quality employment opportunities.

The recent award of a $500,000 EPA Brownfields Community-Wide Assessment Grant positions the City to accelerate this vision by funding environmental assessments, cleanup planning, and redevelopment strategies for priority sites. These activities will reduce environmental uncertainty, improve site readiness, and provide developers and investors with the information needed to move projects from concept to construction.

Opportunity Zone designation would provide another critical tool for financing projects that remain challenging despite strong market potential. When combined with environmental assessment, strategic public investment, and private capital, the designation can help close financing gaps, accelerate redevelopment, and transform long-underutilized properties into productive assets that expand the local tax base, increase housing and employment opportunities, and strengthen the long-term economic vitality of these neighborhoods. Dubuque has repeatedly demonstrated its ability to transform challenging sites into productive community assets, and Opportunity Zone designation will help extend that success to future redevelopment opportunities.

**Describe any economic hardships the top priority census tract(s) has faced over the last 5 years.**

Many of the City's most significant brownfield sites are located within these census tracts, where decades of manufacturing, rail activity, petroleum storage, utility operations, and other industrial uses have left vacant and underutilized properties burdened by real or perceived environmental contamination. The resulting uncertainty increases redevelopment costs, limits access to conventional financing and discourages private investment.

During the past five years, these longstanding challenges have been compounded by rising construction costs, higher interest rates, supply chain disruptions, and increased financing costs that have made complex redevelopment projects more difficult to complete. Properties requiring environmental investigation have been particularly affected because developers must absorb both market uncertainty and potential remediation costs before redevelopment can begin. As a result, otherwise viable redevelopment projects frequently experience financing gaps that cannot be bridged through conventional lending alone.

The priority census tracts also continue to experience socioeconomic challenges, including household incomes that remain below state and national averages and poverty rates that exceed national averages in portions of the project area. These conditions reduce market demand, limit private-sector willingness to assume redevelopment risk, and reinforce the need for strategic public investment to catalyze private development.

Despite these challenges, Dubuque has continued to invest in planning and infrastructure that position these neighborhoods for revitalization. Most recently, the City secured a $500,000 EPA Brownfields Community-Wide Assessment Grant to evaluate priority redevelopment sites within these census tracts. By reducing environmental uncertainty and preparing sites for reuse, the grant will help remove one of the most significant barriers to redevelopment. Opportunity Zone investment would complement these public investments by providing an additional source of patient capital for projects that face higher redevelopment costs because of environmental conditions, site preparation needs, or adaptive reuse challenges.

**Do you have any development projects proposed for the census tract(s) over the next 10 years?**
**Note: only projects with construction starting on or after January 1, 2027, are eligible.**

The City of Dubuque has identified a strong pipeline of redevelopment opportunities within its priority Opportunity Zone census tracts that are expected to begin construction on or after January 1, 2027. These projects represent a mix of housing, commercial, health care, hospitality, industrial redevelopment, and adaptive reuse initiatives that are well positioned to leverage Opportunity Zone investment in combination with local, state, and federal resources. In each of the following potential projects there are cost challenges to moving the project toward financial feasibility. Moving these projects forward has the potential to transform our downtown and whole community – essential to growing our population.

**(Census Tract 1)**

South Port – This area has been the subject of multiple brownfields assessment, planning, and cleanup activities of both private and public properties, using EPA brownfields grant proceeds. A major private property owner is currently working with consultants to prepare for the redevelopment of several buildings and parcels in the NE portion of the area to create a mixed-use area including multi-residential, commercial and retail offerings. Redevelopment expected to begin in 2027.

Bridge Lofts – The property owner has begun design of a $45 million mixed-use building at the gateway to the City from Illinois, to include 94 apartments as well as commercial and retail space. Opportunity Zone investment could help close the remaining financing gap and advance the project toward construction.

North Port – The City has already invested in infrastructure improvements and environmental due diligence that have reduced redevelopment risk and positioned the district for continued private investment. With one hotel currently undergoing a $9 million remodel and another $18 million hotel project scheduled to begin construction in the fall of 2026 – and with more than 10 acres of land suitable for development in the area – we expect additional development in the coming years. A developer has made an offer on a vacant office building with the intention of creating for-sale condos. And we expect a variety of additional projects to fill the open areas of the North Port in the near future. New developments will spur additional activity at existing facilities such as the Grand River Conference Center, Diamond Jo Casino, and the National Mississippi River Museum and Aquarium.

Medical College Campus – The transformation of an existing office building into a facility that will accommodate the first new medical college to open in over a century is currently underway. However, we anticipate an expansion of the campus in the downtown area, as the college grows its programs.

Historic Federal Building – This building is currently comprised of the United States Post Office; office space for several public and private lessees, as well as the City's Housing Department; and City Council chambers. Multiple developers have expressed interest in adaptive reuse opportunities such as multi-residential use or a boutique hotel, demonstrating market demand once financing and redevelopment challenges can be addressed. Its proximity to the Medical College would likely ensure success for either use.

Wilmac Building – Located in the Historic Millwork District, this vacant former warehouse is currently held by a local developer/construction company which plans to undertake a $25 million redevelopment of the property, creating 126 apartments and with the intention to include community benefit space that would provide commercial/office space for nonprofit organization(s).

Millwork Flats – Also located in the Historic Millwork District, the property owner is working to close the $17 million project's financing gap to create at least 62 apartments and first floor commercial space.

ImOn Ice Expansion – Chaplain Schmitt Island along the Mississippi River boasts several economic engines such as the Q Casino, two hotels, a new amphitheater, baseball fields, restaurants, a marina, and an ice rink. This is the result of recent investments of over $71 million from the public sector and over $83 million in private dollars. Based on the rink's demand exceeding available capacity, and given the popularity of hockey in the community, there has been serious conversation about adding another sheet of ice to accommodate this demand. We would anticipate a $10 million investment to bring this to reality.

Pack Site – This 35-acre site is privately held and is ripe for redevelopment. At the gateway to Dubuque from Wisconsin and existing utilities adjacent to the site, it has been considered by several potential projects over the past 10 years. With the nearby improvements on Chaplain Schmitt Island, such as a new amphitheater and a new high-end hotel, we expect complementary uses to locate on this property.

Crescent Health / Washington Neighborhood – The Greater Dubuque Impact Investment Fund has recently purchased a brownfield site (former scrap yard) which, when redeveloped, is intended to provide expansion space for the nearby federally-funded Crescent Community Health Center. The site has taken advantage of several EPA brownfields cleanup grants, as well as funds from an EPA revolving loan fund, and requesting targeted brownfield assistance dollars from the EPA – with continuing environmental challenges which make this property difficult to fund and finance. The City and several non-profit organizations are committed to a collective effort involving multiple stakeholders to bring this property back to its best and highest use in this census tract.

(Census Tract 5)

Five Points – For nearly a decade the City has worked to identify a private developer to undertake a project at this location. Adjacent to a $200 million stormwater flood mitigation project, it has the potential to serve the residents of this census tract, as well as residents from across the community who come to the area to enjoy the linear park that was created as part of the flood mitigation project. Privately-held property across the street is being considered for redevelopment by the owner, with several potential project ideas already having been shared with City staff.

Dubuque Malting – This property, which holds historic and sentimental value for the residents of this census tract, as well as residents across the community, has fallen into disrepair over the years. Portions of the buildings have been demolished due to their condition. The neighbors have long requested the redevelopment of this former brewing and malting facility, but without additional funding/financing opportunities, the project is not economically viable.

July 28, 2026

To Whom It May Concern:

On behalf of Dubuque Initiatives, I am pleased to offer our strong support for the City of Dubuque's application for Opportunity Zone 2.0 designation for its priority downtown census tracts.

Dubuque Initiatives was created to advance transformative redevelopment projects that strengthen neighborhoods, improve quality of life, and generate lasting community benefit. Our organization has made significant investments within these census tracts and understands firsthand both the opportunities they present and the financial challenges that continue to limit redevelopment of former industrial and brownfield properties.

Through our work, we have seen that many of these sites possess exceptional redevelopment potential but require complex capital stacks and patient investment to overcome environmental conditions, site preparation costs, and financing gaps. While the City has made substantial investments in infrastructure, environmental assessment, and redevelopment planning, additional private investment tools remain essential to bringing many projects to fruition.

Opportunity Zone designation would provide an important financing resource that complements these existing public investments. It would strengthen the ability of organizations like ours, along with private developers and community partners, to attract long-term investment for projects that create housing, expand access to healthcare, stimulate commercial activity, and return underutilized properties to productive use. Our experience demonstrates that these neighborhoods are ready for investment. With strategic public leadership already in place and a strong pipeline of redevelopment opportunities, Opportunity Zone designation would help accelerate projects that might otherwise remain financially out of reach, creating lasting economic and community benefits for Dubuque residents.

For these reasons, Dubuque Initiatives enthusiastically supports the City of Dubuque's Opportunity Zone 2.0 application and respectfully encourages favorable consideration of this request.

Sincerely,

Kevin Lynch
Dubuque Initiatives, President
(563) 582-2655
klynch@net-smart.net

Community Foundation
OF GREATER DUBUQUE

700 Locust St., Suite 195, Dubuque, IA 52001
563.588.2700 | dbqfoundation.org

July 22, 2026

To Whom It May Concern:

On behalf of the Community Foundation of Greater Dubuque, I am pleased to express our support for the City of Dubuque's application for Opportunity Zone 2.0 designation for its priority downtown census tracts.

The Community Foundation of Greater Dubuque supports efforts that strengthen communities through redevelopment, expanded opportunity, and long term economic vitality. The City's vision for these tracts to transform legacy industrial areas and underutilized properties into vibrant mixed use neighborhoods with housing, employment opportunities, neighborhood serving businesses, healthcare expansion, public amenities, and stronger connections to the riverfront is both compelling and aligned with the kind of community building work that creates lasting regional benefit.

These priority census tracts continue to face significant redevelopment barriers, including brownfield conditions, environmental uncertainty, underutilized land, rising construction costs, and financing gaps that limit private investment. Opportunity Zone designation would provide an important additional tool to help close those gaps, complement existing public investments, and attract the patient capital needed to move complex projects from concept to construction. Through the Community Foundation's work, including the NEI Impact Investment Fund, we recognize the importance of flexible and catalytic capital in helping community serving and redevelopment projects advance where conventional financing alone may not be sufficient. We see this designation as complementary to those efforts and as another way to strengthen the broader toolbox available to the community.

We believe this designation would help advance projects that expand housing, strengthen community health, improve public infrastructure, and create employment and investment opportunities in areas that have long faced economic and environmental challenges. For these reasons, the Community Foundation of Greater Dubuque strongly supports the City's request and appreciates your consideration.

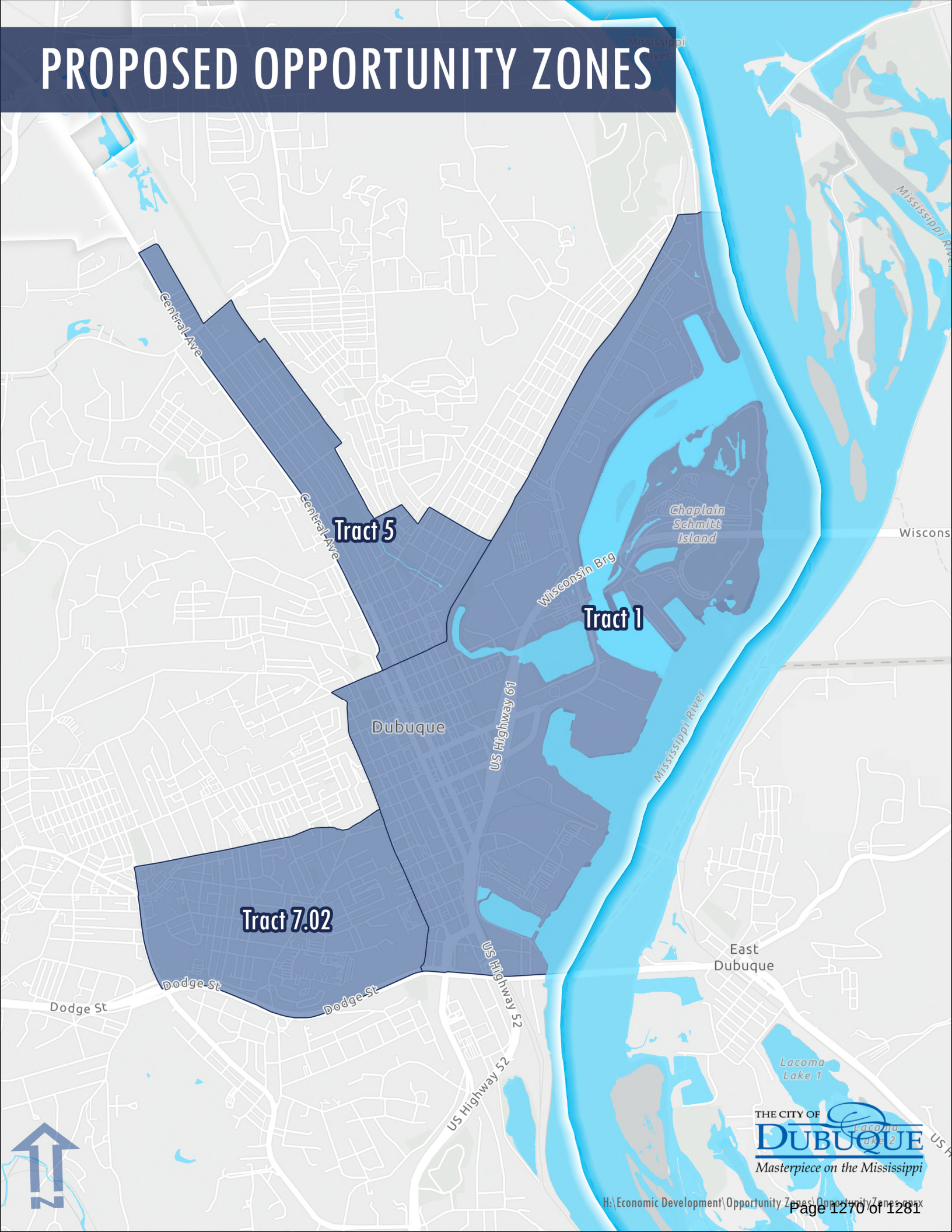
Please do not hesitate to reach out if additional information would be helpful.

Respectfully,

Nancy Van

**Nancy Van Milligen**
President and CEO
Community Foundation of Greater Dubuque

# PROPOSED OPPORTUNITY ZONES



July 20, 2026

To Whom It May Concern:

On behalf of the Greater Dubuque Development Corporation and the greater Dubuque community, we are pleased to submit our Census tract recommendations to Governor Kim Reynolds for Opportunity Zone 2.0 designation.

Based on the program's criteria, we understand the following Census tracts are currently eligible:

- Census Tract 1.00
- Census Tract 5.00
- Census Tract 7.02

The first two are active Opportunity Zones under the existing program. Their current economic profiles are as follows:

**Census Tract 1.00**

- Percent of People in Poverty: 13.89%
- Percent of Area Median Income: 56.01%

**Census Tract 5.00**

- Percent of People in Poverty: 34.26%
- Percent of Area Median Income: 43.58%

We convened a group of 20 private developers alongside City of Dubuque City Manager and Economic Development staff. All participants concurred that the two current Opportunity Zone tracts represent the greatest economic need and investment opportunity for our community, with Census Tract 100 as the top priority.

While we would welcome designation for all three tracts, we recognize that the new program rules result in fewer approved zones. Our primary ask is that Census Tracts 1.00 and 5.00 receive Opportunity Zone 2.0 designation.

Please do not hesitate to reach out if we can provide additional information or assistance.

Respectfully,

Jason E. White, President and CEO
Greater Dubuque Development Corporation

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August 3, 2026

**City of Dubuque**
**City Council**

**ACTION ITEMS # 5.**

| | |
|---|---|
| **ITEM TITLE:** | Work Session Request: Data Center Information & Community Input Report |
| **SUMMARY:** | City Manager recommending City Council schedule a work session on the topic “Data Center Information & Community Input Report” on Monday, August 17 at 5:15 pm. |
| **SUGGUESTED DISPOSITION:** | Receive and File; Council |

**ATTACHMENTS:**

1. MVM Memo Request for August 17 Work Session Data Center Information and Community Input Report
2. Request for 8.17.26 Data Center Work Session

THE CITY OF DUBUQUE
*Masterpiece on the Mississippi*

Dubuque All-America City NATIONAL CIVIC LEAGUE 2007•2012•2013 2017★2019

**TO:** The Honorable Mayor and City Council Members

**FROM:** Michael C. Van Milligen, City Manager

**SUBJECT:** Request for August 17 Work Session: Data Center Information & Community Input Report

**DATE:** July 30, 2026

Assistant City Manager Cori Burbach is recommending City Council schedule a work session on the topic “Data Center Information & Community Input Report” on Monday, August 17, 2026, at 5:15 pm immediately preceding the regular Council 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

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**TO:** Michael C Van Milligen, City Manager
**FROM:** Cori Burbach, Assistant City Manager
**DATE:** July 30, 2026
**RE:** Request for Aug 17 Work Session: Data Center Information & Community Input Report

The purpose of this memo is to request the City Council schedule a work session on the topic “Data Center Information & Community Input Report” on Monday, August 17 at 5:15 pm immediately preceding the regular Council meeting.

Cc: Crenna Brumwell, City Attorney

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August 3, 2026

**City of Dubuque**
**City Council**

**ACTION ITEMS # 6.**

| | |
|---|---|
| **ITEM TITLE:** | Work Session Request: Parks and Recreation Aquatic Facility Study |
| **SUMMARY:** | City Manager recommending City Council schedule a work session to be held on Monday, September 21, 2026, at 5:30 p.m. to provide an update and overview of the Aquatic Facility Study. |
| **SUGGUESTED DISPOSITION:** | Receive and File; Council |

**ATTACHMENTS:**

1. MVM Memo Work Session Request for Parks and Recreation Aquatic Facility Study
2. 26-7-17 MVM Request Memo for Work Session Parks and Recreation Aquatic Facility Study

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:** Work Session Request for Parks and Recreation Aquatic Facility Study

**DATE:** July 27, 2026

Parks and Recreation Director Matthew Kalcevich is recommending City Council schedule a work session to be held on Monday, September 21, 2026, at 5:30 p.m. to provide an update and overview of the Aquatic Facility Study.

Representatives from Kimley-Horn, along with Parks and Recreation staff, will provide a report of the progress so far and ensure next steps align with City Council goals and expectations.

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

THE CITY OF DUBUQUE
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Dubuque All-America City NATIONAL CIVIC LEAGUE 2007·2012 2013·2017

**TO:** Michael C. Van Milligen, City Manager

**FROM:** Matthew K. Kalcevich, Parks and Recreation Director

**SUBJECT:** Work Session Request for Parks and Recreation Aquatic Facility Study

**DATE:** July 17, 2026

## INTRODUCTION

The purpose of this memorandum is to request a City Council work session to provide an update and overview of information that has been collected, on Monday, September 21, 2026, at 5:30 p.m.

## BACKGROUND

The Parks and Recreation Department has been working with the team from Kimley-Horn on an Aquatic Facility Study. After several months of work, including collecting resident feedback, discussions with staff, and conducting site assessments, the process has reached a critical point of reporting information to the City Council.

## DISCUSSION

The Aquatic Facility Study was a direct action identified in the Parks and Recreation Comprehensive Master Plan, that was approved and adopted by City Council back on February 16, 2026, and represents the most significant early work from the plan.

Representatives from Kimley-Horn, along with Parks and Recreation staff, will provide a report of the progress so far and ensure next steps align with City Council goals and expectations.

The information that has been collected is a strong indication that this was the right place to begin the work related to the master plan and the community has responded in a positive way. This is another exciting step forward in the effort to improve park and recreation services in Dubuque.

## ACTION REQUESTED

I respectfully request a City Council work session to provide an update and overview about the Aquatic Facility Study, on Monday, September 21, at 5:30 p.m.

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**City of Dubuque**
**City Council**

**ACTION ITEMS # 7.**

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| | |
|---|---|
| **ITEM TITLE:** | Auburn Street and Custer Street Infrastructure Reconstruction Project Video |
| **SUMMARY:** | City staff will show a video of the Auburn and Custer Street Reconstruction Project, which is upgrading century-old infrastructure and modernizing water, sanitary sewer, and stormwater systems. The video can be seen on the City's YouTube channel at https://youtu.be/9_YkqSjs_Ec?si=YqbTNv_oaEB98_UY |
| **SUGGUESTED DISPOSITION:** | Receive and File; Video |

**ATTACHMENTS:**
None

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August 3, 2026

**City of Dubuque**
**City Council**

**ACTION ITEMS # 8.**

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**ITEM TITLE:** Public Works Sewer Maintenance Crew Video

**SUMMARY:** City staff will show a video of the Public Works Department's sewer crew. This video can be seen on the City's YouTube channel at: https://youtu.be/OHVlw0-xSaQ?si=gUld3cZg1N0v9T3k

**SUGGUESTED DISPOSITION:** Receive and File; Video

**ATTACHMENTS:**
None

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August 3, 2026

**City of Dubuque**
**City Council**

**ACTION ITEMS # 9.**

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| | |
|---|---|
| **ITEM TITLE:** | Dubuque Welcomes RAGBRAI Video |
| **SUMMARY:** | City staff will show a video highlighting the 2026 edition of the Register's Annual Great Bike Ride Across Iowa (RAGBRAI), which ended in Dubuque on Saturday, July 25. This video can also be viewed on the City's YouTube at https://youtu.be/OH2_Y_2e85w |
| **SUGGUESTED DISPOSITION:** | Receive and File; Video |

**ATTACHMENTS:**
None

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August 3, 2026

**City of Dubuque**
**City Council**

**CLOSED SESSION #**

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**ITEM TITLE:** Purchase or Sale of Real Estate – Chapter 21.5(1)(j) Code of Iowa

**SUMMARY:**

**SUGGUESTED DISPOSITION:**

**ATTACHMENTS:**
None